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SC Court of Appeals

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

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APPELLANT'S REPLY TO RESPONDENTS' RETURN TO MOTION TO AMEND NOTICE OF APPEAL

COME NOW, the Appellant, Dorothy Pierce, and hereby submits this Reply to Respondents' Return to Motion to Amend Notice of Appeal. The Appellant received Respondents' brief by standard mail on August 21, 2024. The Appellant challenges several orders issued by the Oconee County Probate Court, which directly affect her personal rights and interests as an heir to the estate. The appeal stems from a status conference on October 11, 2023, initially called by Special Administrator Adam Lee, (Resigned), where the focus later shifted towards reaching a settlement among the heirs. Despite the informal nature of these discussions and the procedural violations that ensued, Judge Singleton has gone to great lengths to defend his decisions and discredit the Appellant, as evidenced by his inappropriate and biased return brief. The Appellant respectfully requests this Court to recognize the significant procedural and judicial misconduct that has tainted the proceedings and to allow her appeal to proceed to ensure a fair and just resolution.

RESPONSE TO THE CLAIM THAT THE APPELLANT ENTERED INTO A BINDING SETTLEMENT AGREEMENT

A. The Setup and Scheduling of The October 11, 2023, Status Conference Did Not Constitute An Open Court Proceeding And Lacked The Transparency And Formality Required For Enforceable Order Under SCRCP RULE 43(K)

The Respondents argue that the Private Family Settlement discussions held on October 11, 2023, were valid and enforceable under SCRCP Rule 43(k). SCRCP Rule 43(k) states: *"No agreement between counsel affecting the proceedings in an action shall be binding unless reduced to the form of a consent*

order or written stipulation signed by counsel and entered in the record, or unless made in open court and noted upon the record, or reduced to writing and signed by the parties and their counsel."

The provision that the respondents proclaim has been met, is that the agreement was "made in open court and noted upon the record". The problem is that the agreement was not made in open court or noted upon the record". This meeting was never on a court docket to notify the public. For the court to establish an Open Court it must be during a formal proceeding that is open to a notified public and put on the record. None of these criteria were met.

There was no formal proceeding. The intent of the meeting was to hold a status conference that was not open to the public. Email exchanges that included Judge Singleton clearly indicate that it was not an open court proceeding but rather a private discussion intended to address ongoing matters within the family and estate. [See Emails Exchanges leading to the setup of the Status Conference marked exhibit A]

In an email dated September 22, 2023, Adam Lee, the Special Administrator, requested a status conference from Judge Danny Singleton, stating: *"Good morning. Information has come to my attention that needs to be addressed by the Court in regards to the Doyle Pierce matter. Given the previous Orders of the Court, I am requesting a status conference to discuss several ongoing matters. Can you please let the parties know of your availability?"*

This request highlights that the purpose of the conference was to address specific ongoing issues related to the estate, rather than to conduct an open court proceeding. The email from Appellant on the same day underscores the private and informal nature of the intended discussion. She responded to Adam Lee by asking: *"Don't you think it's prudent to share the 'issues' with all parties involved so that we are all privy to that matter before a status conference? It would be helpful to have clarity on the exact issues you wish to discuss beforehand."*

This response indicates that the parties were expecting a discussion where issues would be clarified and potentially resolved, not a formal court session where decisions would be rendered or agreements enforced. There were no formal hearings scheduled and the public was not notified. The respondents nor the judge responded to the Appellant's request for an agenda, leaving the topics to be covered a mystery to the Appellant.

Further confirming the informal nature of the meeting, Judge Danny Singleton sent an email on September 27, 2023, scheduling the conference: *"A status conference in the Pierce Estate matter has been scheduled for Wednesday, October 11, 2023, at 10:00 AM. The court is aware that Mrs. Pierce has filed a notice to appeal on the last order from this court, however, we will still have a conference this day. Please be prepared to discuss any ongoing matters as it relates to the estate."*

Judge Singleton's email does not refer to the meeting as a hearing but rather as a status conference meant for discussing ongoing estate matters. The use of the term "status conference" and the absence of any language indicating that this was to be an open court proceeding further solidify that this meeting was intended to be a private discussion rather than a formal public court hearing. There was no agenda or motions to be heard.

Appellant attended the status conference on October 11, 2023, without knowing its intended purpose, as the Respondents and the Special Administrator, Adam Lee, intentionally declined to disclose the subject matter to be addressed. This lack of transparency left the Appellant uncertain about the issues that would be discussed, contributing to her unease, especially knowing that the respondents have a close relationship with the court.

When the conference began, it took an unexpected turn as Adam Lee, the Special Administrator who had initially requested the meeting, chose to resign at the start of the session without any prior notice to Appellant, though other parties seemed to know he had tendered in his resignation letter to the Judge. His resignation was sudden and came without any explanation for why he had called the status conference in the first place, leaving the purpose of the meeting unaddressed. This sudden resignation further underscores the disorganized and informal nature of this private meeting. The Appellant's concerns about the opaque setup and lack of disclosure were validated, as the proceedings deviated from the expected norms of transparency and fairness with no agenda of record.

The fact that this was a private informal meeting, there was never a public notice, no court reporter was present, and the meeting was not added to the record contradicts the Respondents' assertion that the discussions held during the October 11, 2023, meeting were conducted in open court and therefore enforceable under Rule 43(k).

None of the requirements to establish open court were met and the Agreement was only signed by Judge Singleton. For this reason alone, the requirements of SCRCP Rule 43(k) were not met. Any agreements made on October 11, 2023, could have only been valid under 43(k) with the signatures of all the parties.

B. October 11, 2023, Status Conference Was Not Conducted In An Open Court and was not properly added to the record.

The Appellant disputes the Respondents' assertion that the partial settlement agreement, allegedly reached on October 11, 2023, was properly placed on the record in open court, thereby making it binding and enforceable under Rule 43(k). Judge Singleton explicitly stated that the October 11, 2023, meeting was not an open court proceeding, a key requirement under Rule 43(k) for an agreement to be enforceable. In the transcript, Singleton states: **"All right. This is just a conference. This is not a hearing. As to where we**

go from here, obviously, somebody has a right to petition the court, become a Special Administrator. ... We're here just having a discussion. This is not open court. This is just a discussion for the parties to try to resolve something." [See the transcript Excerpt marked Exhibit B]

The status conference held on October 11, 2023, was a closed session involving only the Pierce estate heirs and Judge Singleton. The public was not allowed to attend or notified on any public record. The closed nature of the session was due to the sensitive nature of the discussions, which involved private family matters related to the Pierce estate and potential settlement was not part of the agenda. Even the Special Administrator, Adam Lee, who had resigned at the beginning of the status Conference, was excused from the room before the judge introduced the settlement discussions. The court had an ulterior plan despite not producing an agenda.

As the South Carolina Supreme Court held in *Ashfort Corp. v. Palmetto Constr. Grp., Inc.*, "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." The reckless disregard for procedure has resulted in complete misuse of SCRCP Rule 43(k).

Moreover, there was no court reporter present to record, and no notice was given to parties that the meeting was being recorded. For any discussion in an open court to satisfy the requirements under SCRCP Rule 43(k), the court must have a court reporter. In this case, the judge conducted an informal audio recording, which was not disclosed to the parties either at the beginning of the conference or during the conference. This lack of formal record-keeping does not provide a mechanism to properly add the contents of the meeting to the court record as would be required to meet this provision of SCRCP Rule 43(k)'s requirements. To meet the requirements of SCRCP Rule 43(k), in this situation, either the court needs to establish an open court and note the proceedings on the record or the agreement needs to be signed by the parties.

C. Appellant Withdrew Consent to the Settlement Order Before It Was Signed, Rendering the Agreement Invalid and Unenforceable

In *S.C. Human Affairs Comm'n v. Chen*, it is established that under SCRCP Rule 43(k), a party may withdraw their consent to a settlement agreement at any time before it is formally enforced. On October 11, 2023, Respondents' attorney sent a draft of the proposed settlement order via email at 5:11 PM. The next day, October 12, 2023, the Appellant objected to several aspects of the draft in an email to all parties, including Judge Singleton, and stated that she would provide comments shortly. At this point, no order had been reduced to writing, signed, or entered into the court record.

Later on October 12, 2023, the Appellant formally withdrew her consent to the partial settlement agreement, making any subsequent order by Judge Singleton invalid. The proposed order contained significant issues, including the distribution of assets before debts were paid, an unreasonable timeline for

payments by the Appellant, and terms that were never discussed or agreed upon during the October 11 meeting.

Throughout October 12, 2023, the Appellant and Respondents exchanged emails discussing financial details, signatures, and other matters. The Appellant provided an updated version of the agreement at 2:59 PM that day. However, at 3:01 PM, Judge Singleton signed the Respondents' version of the order, disregarding the Appellant's objections and her revised version. The judge's actions demonstrated judicial overreach, as the Appellant's concerns were never addressed.

Under South Carolina law, as established in *Ford v. State Ethics Commission*, an order must be reduced to writing, signed by the judge, and entered into the court record to be valid and enforceable. The so-called "agreement" from October 11, 2023, did not meet these requirements, and even if it had been put on the record, it would not have been valid under Rule 43(k) because the terms were still under debate at the time the order was signed.

Furthermore, the draft Probate Order violated multiple laws, rules, and norms. It called for the distribution of assets before debts were paid, imposed an unreasonable timeline for the Appellant to pay estate debts personally, included terms not previously discussed, and contained improper property descriptions.

Finally, the Appellant argued that the agreement was not voluntary, citing undue pressure during the status conference and questioning the judge's impartiality due to a lack of transparency and proper disclosure. These issues indicate that the settlement order was flawed and required reconsideration to ensure it complied with legal standards and protected all parties' rights. **[See Appellant's Email Objection and Submission Marked Exhibit C]**

D. The said Family Settlement order lacked Written Agreement Signed by Parties.

Rule 43(k) of the South Carolina Rules of Civil Procedure mandates that any agreement between parties in litigation must be reduced to writing and signed by the parties and their counsel if not made in open court. In this case, since the Judge declared the conference was not an Open court, no such written agreement was signed by all parties, rendering the alleged settlement unenforceable under Rule 43(k). During the proceedings, the judge explicitly acknowledged that the agreement would need to be signed by the parties. Several instances in the transcripts illustrate this requirement: **[See Except from the Transcript Marked exhibit D]**

Judge's Statement Regarding the Binding Nature of the Agreement Once Signed: On page 1 of the transcript, the judge stated: **"Today, once the agreement is signed, it would be binding. Do you understand that?"** This clearly indicates that the agreement was not considered final or binding until it was signed by the parties involved.

Judge's Statement Regarding the Mailing and Signing of the Agreement: Immediately following the judge's statement about the binding nature of the signed agreement, the judge further clarified: **Then the agreement, apparently, you would be mailed an agreement for you to be able to sign and return within a certain amount of time. Would you be able to do that?"** Respondent Jared Adam Pierce responded: **Yes."**

This clearly indicates that the agreement was not considered final until it was signed and returned by the parties involved. This interaction underscores that the agreement required signatures to be valid and binding, and that it would be mailed out for this purpose. Despite these clear instructions from the judge, respondent Jared Adam Pierce, who was briefly present via video call, did not sign any agreement, nor was he mailed any document to sign. The only signature on the settlement order was that of Judge Singleton. This lack of signatures from the parties and their attorneys further invalidates the enforceability of the settlement under Rule 43(k). **(See Settlement Agreement orders dated October 12, 2023, and October 17, 2023, marked Exhibits E and F]**

As established in S.C. Human Affairs Comm'n v. Chen, "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 court further emphasized that "Where SCRCP Rule 43(k) applies, 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 absence of signed agreements by all parties, especially in light of the judge's multiple acknowledgments that signatures were necessary, further invalidates the enforceability of the purported settlement. This failure to meet the procedural requirements of Rule 43(k) demonstrates that the Family Settlement Order cannot be legally upheld as binding or enforceable.

E. Several Unauthorized Clauses were included in the Alleged Settlement Order without Appellant's Consent:

In the first part of the October 11, 2023, status conference, all issues discussed regarding the attempt to settle the estate ended in disagreement, and the session was adjourned. When the discussion resumed during the second part of the October 11, 2023, status conference, the parties only agreed upon specific issues, such as those contained in Exhibit A and timelines for payment. No other clauses were discussed or agreed upon during this resumed discussion. However, the final order issued by the court included several clauses that were neither read nor consented to by the parties during the conference. This addition of unauthorized clauses directly contradicts the principles of mutual agreement required under Rule 43(k) of the South Carolina Rules of Civil Procedure.

Rule 43(k) mandates that any agreement affecting the proceedings must either be made in open court (in this case the Judge declared the Status conference Non- Open Court) and entered into the record (in this case, the partial agreement was not entered into the record as parties were instructed they would sign agreement first) or be reduced to writing and signed by the parties and their counsel (In this case no party signed the agreement which was not entered into the record on October 11, 2023).The judge clearly stated that the agreement would need to be signed by all parties for it to be binding.

The South Carolina courts have consistently held that any deviation from the prescribed procedural requirements renders a settlement agreement unenforceable, as seen in cases like *Pittman v. Daniel Construction Co.* The unauthorized addition of clauses to the final agreement, without reading them in open court or obtaining the parties' written consent, undermines the validity of the settlement order. Therefore, these clauses should be deemed invalid, and the final order should be reviewed for compliance with the principles of mutual consent and proper procedural conduct. **[See the Private Family Settlement Orders marked Exhibits E and F]**

F. Judge Singleton Imposed Undue Pressure on Appellant, Undermining the Voluntariness of the Agreement:

The Appellant was subjected to undue pressure by Judge Singleton to agree to the settlement, with the judge repeatedly threatening that if the parties did not settle, he would order the sale of all estate assets and distribute the proceeds. Throughout the status conference, Judge Singleton made pointed references to the ongoing appeal regarding the validity of the will, which was filed by the Appellant. His repeated references to what would happen "if the will is determined invalid" were direct and coercive, clearly targeting the Appellant and pressuring her into agreement. **(See Go transcript excepts pages 8, 12, 13, 15 and 16 marked exhibit G)**

Judge Singleton warned: ***"If I have to, every bit of it will be sold and divided. It's simple. If you're not wanting to update and maintain the property... then the court's good. That's what the court's for." (Transcript, Page 8).***

This threat was a clear indication that failure to settle would result in the forced sale of the estate's properties, a significant pressure point for the Appellant.

He further pressed: ***"Would you agree to go back to the original agreement that everybody agreed on?... What I'm telling you, everybody, if the will is determined invalid by the court of appeals, everybody's going to lose. Because I'm not going to argue over property. I'll just order it to be sold and divided. We're not going to argue." (Transcript, Page 12).***

Again, he emphasized: ***"Today, I'm telling you, again, the court is not in the business of making threats. Then I don't want to be no more in your personal lives than I need to be... When somebody is not in agreement and the court decides, what's the easiest thing for the court to do, if we'll come back and it's invalid, I'm not going to argue in bits and pieces. I'm just going to order it to be sold and just give everybody the money." (Transcript, Page 13).***

Judge Singleton's pointed comments about the will being found invalid were clearly aimed at the Appellant, who had filed the appeal regarding the will's validity. This approach effectively placed undue pressure on the Appellant, suggesting that she would be directly responsible for any negative outcomes if she did not agree to the settlement.

Further adding to the pressure, he stated: ***"I'm telling you, if it don't get worked out, we'll come back, and if it's invalid from the court of appeals, the property is going to be sold. I'm not arguing over all this stuff, okay? It will be sold." (Transcript, Page 15).***

And again: ***"Today it can get settled over 3.9 acres of land... If the will is determined to be invalid and say if the property is sold... Ms. Moore's going to get much more than $20,000 and 3.9 acres. She's going to get a percentage." (Transcript, Page 16).***

These statements demonstrate a coercive atmosphere created by the judge, directly targeting the Appellant and undermining her ability to freely consent to the settlement. The environment fostered by these repeated threats runs counter to the principles of Rule 43(k), which assumes that agreements are entered into freely and without undue influence. Such tactics violate the due process rights of the Appellant, as emphasized by the U.S. Supreme Court in *Fuentes v. Shevin*, where it was held that "due process requires that agreements be made voluntarily and without coercion." The pressure exerted by Judge Singleton effectively stripped the Appellant of her ability to freely consent to the settlement, rendering the agreement invalid and unenforceable under the proper legal standards.

G. Incomplete Participation During the October 11, 2023, Status Conference Rendered the Alleged Settlement Agreement Invalid

Respondent Jared Adam Pierce, who resides in Finland, was not fully present during the settlement discussions and did not provide express consent to the entire settlement. His participation was limited to a brief video call, during which he only agreed to his share of the inheritance. He did not give explicit consent to the shares to be inherited by other parties, including the Appellant. This limited involvement does not meet the requirements set forth by SCRCP Rule 43(k).

According to *Buckley v. Shealy*, "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." Moreover, Jared Adam Pierce did not sign the final agreement, further exacerbating the lack of full consent necessary for enforceability. Since Jared Adam Pierce did not fully participate or provide comprehensive consent to the terms of the settlement, the agreement fails to satisfy the conditions necessary under Rule 43(k). This incomplete participation, combined with the lack of full consent and the absence of his signature, invalidates the alleged settlement agreement.

RESPONSE TO THE CLAIM THAT APPELLATE JURISDICTION HAS BEEN DIVESTED

A. Appellate Jurisdiction Has Not Been Divested.

The Respondents argue that the Appellant failed to comply with the procedural requirements under S.C. Code Ann. § 62-1-308, thereby divesting the Circuit Court of appellate jurisdiction. However, this argument does not take into account the specific sequence of events that occurred, which directly impact the procedural timeline. However, the Appellant has acted diligently and in full compliance with procedural requirements, and the actions of the Probate Court have introduced significant issues of fairness and due process that necessitate careful consideration by the appellate court.

The Respondents have cited In re Estate of Cretzmeyer, 365 S.C. 12, 615 S.E.2d 116 (2005) in an attempt to argue that the Appellant's appeal should be dismissed for failure to comply with procedural requirements. However, this reliance on Cretzmeyer is fundamentally misplaced, as the circumstances of that case differ significantly from the current matter, and the Appellant has adhered to all relevant procedural requirements. In stark contrast, the Appellant in the present case has demonstrated meticulous compliance with all procedural rules:

B. Procedural Compliance and Timeliness of Probate court orders and Notice of Appeal, Amended Notice of Appeal and Second Amended Notice of Appeal.

Appellant Dorothy Pierce timely and procedurally appealed four orders of the Oconee County Probate Court, all issued within a 22-day period following the October 11, 2023, status conference. These orders, directly resulting from the settlement discussions on October 11, 2023, were executed between October 12, 2023, and November 2, 2023, under probate case number 2020-ES-3700532. The orders were intrinsically linked by their shared content and purpose, with each subsequent order arising from the same settlement discussion. Given this interconnectedness, it was neither practical nor legally sound to treat each order as separate and independent for purposes of filing appeals, according to the Circuit Court's advice and observations.

Recognizing the intertwined nature of these orders, the Circuit Court appropriately permitted the issues to be addressed under the Amended Notice of Appeal and the Second Amended Notice of Appeal, all filed under the same Circuit Court case number 2023-CP-3700794. The filing of each amended notice effectively restarted the procedural timeline for the appeal process, as each amendment was necessitated by a new order that directly impacted the Appellant's rights. All filings—including the initial Notice of Appeal, the Amended Notice of Appeal on October 24, 2023, and the Second Amended Notice of Appeal on November 3, 2023—were made within the required 10-day period for filing an appeal from probate court orders.

Therefore, the procedural actions taken by the Appellant were both timely and fully compliant with the rules governing the preservation of appellate jurisdiction. The Appellant respectfully asserts that the appeal is properly before the Court and requests that it be allowed to proceed accordingly.

C. Appellant's Compliance with Procedural Requirements and the Resetting of the Timeline with Each Amended Notice of Appeal

The Appellant, Dorothy Pierce, meticulously adhered to the procedural requirements outlined in S.C. Code Ann. § 62-1-308 throughout the appellate process, resetting the timeline appropriately with each amended notice of appeal filed in response to the evolving orders from the Probate Court.

1. October 13, 2023: Initial Notice of Appeal: On October 13, 2023, the Appellant filed her initial Notice of Appeal in response to the October 12, 2023, Order Affirming Private Family Agreement issued by Judge Danny Singleton. This filing was made within the statutory 10-day period following receipt of the written order, as required by § 62-1-308(a). This timely notice set the stage for the subsequent appellate process, triggering the 45-day window for filing the Statement of Issues on Appeal and other required documents**. [See Initial Notice of Appeal dated October 13, 2023, Marked Exhibit H.]**

2. October 24, 2023: Amended Notice of Appeal: On October 17, 2023, Judge Singleton issued an amended order, which modified the original October 12 order. In direct response to this new order, the Appellant filed an Amended Notice of Appeal on October 24, 2023. This action was necessary to address the changes introduced in the October 17 order and to ensure that all relevant issues were properly before the Circuit Court for review. Importantly, the filing of the Amended Notice of Appeal reset the procedural timeline, granting the Appellant an additional 45 days from October 24, 2023, to file the required Statement of Issues on Appeal, as per § 62-1-308(b). **[See Amended Notice of Appeal Marked Exhibit I. dated October 24, 2023]**

3. November 3, 2023: Retaliatory Removal and Second Amended Notice of Appeal: Despite reappointing the Appellant as Personal Representative (PR) of the Estate on October 19, 2023, Judge Singleton issued an order

on November 2, 2023, removing her from this role. This removal was a direct retaliation for the Appellant's filing of the Amended Notice of Appeal. In response, the Appellant filed a Second Amended Notice of Appeal on November 3, 2023. This notice was crucial to include challenges to both the original October 12 order, the amended October 17 order, and the November 2 order. With the filing of this Second Amended Notice of Appeal, the procedural timeline was once again reset, providing the Appellant with a fresh 45-day window from November 3, 2023, to comply with the filing requirements. [[**See Second Amended Notice of Appeal Marked Exhibit J dated November 03, 2023.**]

4. November 29, 2023: Filing of the Statement of Issues on Appeal: On November 29, 2023, within the 45-day period following the Second Amended Notice of Appeal, the Appellant filed her Initial Brief of Appellant and Statement of Issues on Appeal. This filing was made in accordance with § 62-1-308(b), ensuring that the issues to be reviewed by the Circuit Court were properly presented. **[See Initial Brief of Appellant and Statement of Issues on Appeal Marked Exhibit K]**

5. December 1, 2023: Respondents Gregory Pierce and Jared Adam Pierce filed a fraudulent motion to dismiss, falsely claiming that this appellant had failed to meet the statutory procedural deadline. However, the records show that this was not true, as they had been properly served throughout the filing process. The submission of the motion to dismiss automatically suspended all deadlines and placed the appeal in abeyance until the motion was resolved. **[See the attached Fraudulent Motion to Dismiss]**

6. December 11, 2023: Filing of the Designation of Matter to be Included in the Record on Appeal: Following the filing of the Statement of Issues on Appeal, the Appellant complied with § 62-1-308(d) by filing her Designation of Matter to be Included in the Record on Appeal on December 11, 2023. This timely submission further demonstrated the Appellant's adherence to the procedural requirements. **[See Designation of Matter dated December 11, 2023, Marked Exhibit L]**

D. Appellant made Timely Request for Record on Appeal and Transcripts.

In accordance with South Carolina Rule of Civil Procedures, Section 62 1-308(c, on October 11, 2023, November 1, 2023, and November 7, 2023, the Appellant made formal requests to the Probate Court for the complete record, including necessary transcripts to be included in her appeal. Despite these timely and necessary requests, the Probate Court deliberately delayed producing the crucial records, including transcripts, which were essential for the Appellant to prepare an accurate Brief of Appellant and a complete Record on Appeal.

Recognizing the Probate Court's apparent intention to obstruct her appeal, the Appellant took further action on November 13, 2023, by writing a letter specifically requesting the audio files for key hearings and status

conferences related to the Appeals under Circuit Court Case No. 2024-CP-37-00794 for transcription purposes. In response to this proactive measure, the Probate Court finally released these audio files the same day, albeit in a flash drive. Plaintiff Produced the Transcript on January 11, 2024 [**See Request for Audio Files time-stamped November 13, 2023, marked exhibit M**]

However, it was not until December 4, 2023, that the Probate Court sent an invoice for what it purported to be the "complete record," which included the Return on Appeal. The Appellant was required to pay $413.50, a fee she contested because the Probate Court failed to provide the complete record and transcripts of the proceedings within a reasonable time frame, despite charging her for them. By the time the invoice was issued, the Appellant had already prepared her Appeal Brief and improvised relevant records using the documents in her possession. [**See Probate Court invoice for Record on Appeal dated December 4, 2023, marked exhibit N**]

In response to the Appellant's contestation of the fees, Judge Singleton exacerbated the situation by converting the contested invoice into a court order on April 15, 2024, threatening the Appellant with jail time for non-payment. Under this duress, the Appellant reluctantly paid the fee on May 24, 2024**.**

In a clear misrepresentation of the facts, Judge Singleton, in his Inappropriate return brief, falsely claimed that the Appellant had not requested the full record on appeal and transcripts. This assertion blatantly ignores the documented evidence of the Appellant's multiple requests and the Probate Court's delayed and incomplete response. Such misleading claims further underscore the biased and adversarial role Judge Singleton has played in this case, which is profoundly inappropriate for a judicial officer and raises serious concerns about the fairness of the proceedings**. See Judge Singleton's Inappropriate Return Brief dated December 03, 2024, Marked Exhibit O**]

THE PROBATE COURT FAILED TO PROVIDE REQUIRED TRANSCRIPTS AND FULL RECORDS AS MANDATED BY S.C. R. CIV. P. 75

According to Rule 75 of the South Carolina Rules of Civil Procedure (S.C. R. Civ. P. 75), the Probate Court is responsible for preparing, certifying, and transmitting the complete original record, including transcripts of proceedings, to the Circuit Court when an appeal is filed. The rule stipulates that: ***"Upon filing of notice of appeal in an action, the original record shall be certified by the clerk of the inferior court or administrative agency or tribunal and transmitted within thirty (30) days to the clerk of the court to which the appeal is taken. If the lower court, agency or tribunal has no clerk, then the original record shall be certified and transmitted by the judge or chief official of the lower court, agency or tribunal."***

This provision places the burden on the Probate Court to ensure that all necessary transcripts of the proceedings are included in the certified record transmitted to the Circuit Court. However, in this case, the Probate Court failed to fulfill this obligation, leaving the Appellant to improvise by creating a transcript independently. It is important to note that, according to S.C. R. Civ. P. 75, it is not the responsibility of the Appellant to prepare or provide these transcripts. The failure of the Probate Court to provide the required transcripts represents a significant procedural oversight that has unfairly shifted the burden onto the Appellant.

This failure not only violates the procedural rules but also compromises the fairness of the appellate process. By neglecting to provide the complete and accurate record, including the necessary transcripts, the Probate Court has impeded the Appellant's ability to fully and effectively present her case on appeal. This oversight further highlights the issues of judicial overreach and bias, as it places the Appellant at a significant disadvantage, undermining the integrity of the judicial process.

A. The Probate Court's Procedural Violations and Selective Submission of Records:

The Probate Judge, in his return, failed to provide the Appellant with a copy and selectively submitted only the records that supported his position, omitting relevant documents that were crucial to the Appellant's case. This action not only violates basic principles of fairness but also suggests bias, as the judge's return included several pages of defense against the Appellant's brief while excluding documents that could potentially undermine his decisions. [**See Probate Court's Selective Return dated December 03, 2023, marked Exhibit P.**]

Such selective submission of records is a procedural violation that significantly affects the fairness of the appellate process. It prevents the appellate court from having a complete view of the case, which is essential for making an informed decision. This further supports the Appellant's argument that the appeal should not be dismissed but rather carefully reviewed in light of these procedural irregularities.

B. Appellant Had to Produce the Transcript and Record on Appeal Due to the Probate Court's Malicious Conduct

On November 13, 2023, after observing the Probate Court's hesitation in releasing the records and failing to respond to requests for the record, the Appellant sent a letter requesting the audio files to produce her own transcript. Despite this, the Probate Court continued to withhold the full records. It wasn't until after the Appellant paid a $413.50 fee that the court finally released some documents, but by then, the damage had been done. The Appellant was forced to produce and file all records in her possession on February 2, 2024, to

support her appeal. During the proceedings to determine the appeal, Judge McIntosh declined to review any of the Appellant's records and based his decision solely on the malicious and incomplete return filed by the Probate Court. This conduct by the Probate Court compelled the Appellant to take on the burden of preparing the transcript and record herself, a task that the court should have managed, further demonstrating the procedural unfairness that she faced. Despite these challenges, the Circuit Court accepted and filed the Appellant's record on appeal without any objections from the Respondents. [**See Probate Appellant's Record on Appeal dated February 02, 2024, marked Exhibit Q.**]

JUDGE SINGLETON VIOLATED S.C. CODE ANN. § 62-1-308(K) THROUGH IMPROPER ADVOCACY AND JUDICIAL OVERREACH IN HIS RETURN BRIEF

S.C. Code Ann. § 62-1-308(k) explicitly mandates that a probate judge must not participate in judging or determining an appeal from his own decision, nor act as an attorney or counsel in the appellate process. The statute states: **"A judge of a probate court must not be admitted to have any voice in judging or determining an appeal from his decision or be permitted to act as attorney or counsel."**

In the present case, Judge Danny Singleton egregiously violated this statutory prohibition by submitting a return brief that extends well beyond the neutral and administrative role prescribed by law. Instead of merely transmitting the record of proceedings to the Circuit Court, Judge Singleton's return included detailed arguments actively defending his prior rulings and directly countering the points raised in the Appellant's appeal brief.

By constructing a narrative that supports his own decisions and attempts to undermine the Appellant's arguments, Judge Singleton assumed the role of an advocate rather than maintaining the required judicial impartiality. This conduct directly contravenes S.C. Code Ann. § 62-1-308(k), which seeks to prevent judges from influencing appellate proceedings concerning their own judgments.

Judge Singleton's actions undermine the foundational principles of judicial neutrality and fairness that are essential to the appellate system. His improper advocacy interferes with the appellate court's ability to conduct an unbiased review of the case, as it injects the original judge's subjective defense into what should be an objective evaluation of the record and applicable law.

This conduct not only violates statutory mandates but also erodes public confidence in the judicial process by suggesting that judges may unduly influence appeals of their own decisions. Ensuring strict adherence to statutes like S.C. Code Ann. § 62-1-308(k) is crucial to maintaining the separation of roles and preserving the fairness and impartiality of judicial proceedings.

RESPONSE TO THE ARGUMENT THAT THE APPELLANT CANNOT PROCEED PRO SE

A. Appellant Is Not Representing the Estate of Doyle Elton Pierce In This Appeal But Defending Her Personal Interests And Constitutional Rights As An Heir To The Estate"

The Respondents maliciously argue that the Appellant, acting as the Personal Representative of the Estate, cannot proceed pro se in this appeal. They rely on the South Carolina Supreme Court's decision in Brown v. Coe, 365 S.C. 137, 616 S.E.2d 705 (2005), which they claim prohibits a non-lawyer personal representative from representing the estate in appellate proceedings. The Respondents' argument is fundamentally flawed for several reasons. First and foremost, the Appellant is not representing the Estate of Doyle Elton Pierce in this matter, Instead, the Appellant, Dorothy Pierce, is challenging several orders issued by the Oconee County Probate Court on personal grounds that directly affect her rights and interests as an heir to the estate of Doyle Elton Pierce.

B. The origin of the Issues on Appeal was Personal and Appellant's participation was at personal level:

This appeal originates from the October 11, 2023, status conference, which was initially called by Special Administrator Adam Lee before his resignation. Following his resignation, the focus of the conference shifted towards reaching a settlement among the heirs of the Estate of Doyle Pierce. As the surviving spouse of her deceased husband, Doyle Elton Pierce, the Appellant participated in the status conference solely on her own behalf as an individual heir, not as a representative of the estate. Her involvement was strictly personal, underscoring that her appeal is driven by her individual rights and interests, separate from any fiduciary role she may have briefly held within the estate's administration.

The Appellant, Dorothy Pierce, filed her initial appeal as an heir to the Estate of Doyle Pierce on October 13, 2023, following the Probate Court's order on October 12, 2023. At that time, she had not been reappointed as Personal Representative—a role she only regained on October 19, 2023. Importantly, the Appellant filed her Amended Notice of Appeal on October 24, 2023, in response to the October 17, 2023, order, before her reappointment as Personal Representative. Despite her reinstatement, she was abruptly and unjustly removed from this position on November 2, 2023, shortly in retaliation to filing her Amended Notice of Appeal.

C. Appellant's Personal Basis for Appeals under review:

Furthermore, the Appellant is challenging the validity of the order that distributes assets to the heirs while another matter concerning the validity of Doyle Elton Pierce's Will is pending. The Appellant has a direct

interest in the outcome of this case under appellate review as an individual heir affected by the lower court's ruling in the order determining the Will. Additionally, the Appellant is appealing the judicial misconduct and biases that compromised the validity of these orders. She is also contesting an erroneous contempt finding against her, which resulted in an unjust fine. Moreover, the Appellant is appealing her removal as Personal Representative of the estate, a move she contends was done in retaliation for exercising her protected right to appeal. It is crucial to note that there is nothing on the record that relates to the interests of the estate or other heirs; the appeal is centered entirely on the Appellant's personal rights and the injustices she has suffered in this process

D. Respondents Are Barred from Raising This Issue of Appellant's Pro se Status on Appeal Because They Did Not Preserve It in the trial court or in the Circuit Court.

The Respondents' argument that the Appellant cannot proceed pro se in this appeal, under the premise that she is representing the Estate of Doyle Elton Pierce, is fundamentally flawed and should be dismissed by this Court. First and foremost, during the October 11, 2023, status conference, the Appellant participated solely in her capacity as an individual heir, not as a representative of the estate. The status conference was convened by the Special Administrator, Adam Lee, who, at that time, was representing the estate's interests. The Appellant's participation was on her own behalf, defending her personal interests in the estate, and she was not required to represent the estate in any capacity.

Furthermore, the Respondents did not raise the issue of the Appellant allegedly representing the estate in the Circuit Court. They failed to object or argue that the Appellant's pro se representation was improper during the Circuit Court proceedings, thereby waiving their right to raise this issue on appeal. As established in *State v. Dunbar*, 356 S.C. 138, 587 S.E.2d 691 (2003), an issue not raised to and ruled upon by the trial court is not preserved for appellate review. The Respondents' failure to object to the Appellant's representation at the lower court level bars them from introducing this argument for the first time on appeal.

Moreover, the Respondents' attempt to apply *Brown v. Coe*, 365 S.C. 137, 616 S.E.2d 705 (2005), is a clear misapplication of the law. The Appellant is not representing the estate in this appeal but is instead defending her personal interests and constitutional rights as an heir to the estate. The Respondents, with full knowledge of this fact, are maliciously attempting to mislead the Court of Appeals. Their argument should be dismissed as both procedurally barred and substantively without merit.

E. Respondents' Demand for Legal Representation Is a Tactic to Financially Burden the Appellant and Undermine Her Right to Self-Representation.

The Respondents' insistence that the Appellant must be represented by a lawyer is not rooted in a genuine concern for legal procedure but rather appears to be a calculated strategy to impose an undue financial burden on the Appellant. Over the course of these proceedings, the Appellant has already incurred significant legal expenses, having spent thousands of dollars on legal fees paid to attorneys whose incompetence has jeopardized her case. Despite these costs, the Appellant has demonstrated her capability to competently represent herself and has successfully done so for over three years.

Requiring the Appellant to hire legal counsel at this stage would not only impose an additional and unnecessary financial strain but also serves as a tactic by the Respondents to drain the Appellant's resources, thereby weakening her ability to continue her legal battle. This demand by the Respondents is a clear attempt to exploit the judicial system to their advantage, using the court as a tool to force the Appellant into financial exhaustion, rather than addressing the merits of the case.

The right to self-representation is a fundamental legal principle recognized under South Carolina law, and the Appellant has exercised this right competently throughout the proceedings. The Respondents' attempt to strip her of this right, under the guise of procedural necessity, is not only disingenuous but also an affront to the principles of fairness and justice. The Court should reject the Respondents' argument and affirm the Appellant's right to continue representing herself, thereby preventing the imposition of further financial hardship that could unjustly hinder her pursuit of justice.

JUDGE SINGLETON'S INAPPROPRIATE RETURN BRIEF TO THE CIRCUIT COURT JUDICIAL OVERREACH, JUDICIAL INTERFERENCE, JUDICIAL ADVOCACY, AND EXTREME JUDICIAL.

In analyzing the Inappropriate Return Brief filed by Judge Danny Singleton in response to Dorothy Pierce's appeal, several elements of judicial overreach, interference, advocacy, and bias become apparent. The judiciary's role is to uphold justice through impartiality, ensuring that every party receives a fair and unbiased hearing. However, the return filed by Judge Danny Singleton in the appeal of Dorothy Pierce reveals a blatant disregard for these fundamental principles. Instead of maintaining the neutrality expected of a judge, Singleton's return is riddled with instances of judicial overreach, interference, advocacy, and extreme bias. By actively defending his decisions and attacking the Appellant's brief, Judge Singleton has overstepped the boundaries of his judicial role, transforming himself from a neutral arbiter into an advocate for one side. This conduct is not only inappropriate but profoundly undermines the integrity of the judicial process, confirming the Appellant's position that judicial misconduct and bias pervaded the proceedings. [See Judge Singleton's Inappropriate Return brief to the Circuit Court dated December 03, 2023, Marked Exhibit O]

A. Judge Singleton's Inappropriate Return Brief contained several Misrepresentation and Discrepancies in Judicial Account of Dorothy Pierce's Removal as Personal Representative

The statements provided by Judge Danny Singleton in his return to the appeal, particularly regarding the removal of Dorothy Pierce as Personal Representative (PR) of the Estate, starkly contradict the documented ruling by former Associate Judge Ashley Rice. In his inappropriate return brief, Judge Singleton falsely asserted that: ***"Part of the removal of the Personal Representative was that Mrs. Pierce also failed to pay the property tax as PR. Mr. Lee's firm paid the taxes."***

However, the statement is completely false and only intended to mislead the Circuit Court. The facts tell a different story. By the time the Special Administrator was appointed, the property taxes for 2021 had already been paid by Appellant. Adam Lee, who assumed office later on August 22, 2022, only paid the taxes for 2022, which were due in January 2023. Judge Singleton's claim that Mrs. Pierce was removed primarily due to her failure to pay property taxes and her alleged inability to cooperate with the Special Administrator is directly contradicted by Judge Rice's ruling dated August 12, 2022.

Judge Rice's decision to appoint a Special Administrator was not based on any alleged mishandling of estate assets by Mrs. Pierce. In fact, Judge Rice explicitly stated that the court did not believe Mrs. Pierce acted with ill intent or that the estate was in any immediate danger. The appointment of a Special Administrator was made solely due to the highly contentious nature of the case and the belief that a neutral third party would better serve the estate until a decision on Mrs. Pierce's pending appeal was made. Importantly, Judge Rice confirmed that Mrs. Pierce would remain the Personal Representative, although restrained from acting in that capacity until the appellate court's ruling, thus not removing her from her position entirely. **(See Judge Rice's Email and Order Marked Exhibit R]**

This stark discrepancy between Judge Singleton's statements and the actual ruling of Judge Rice raises serious concerns about the accuracy and integrity of Judge Singleton's return. His misleading characterization of Mrs. Pierce's removal omits the critical context and reasoning provided by Judge Rice, casting doubt on his impartiality and suggesting potential bias in his handling of the case. Such bias could significantly impact the fairness of the appellate review process.

Moreover, Judge Singleton's attempt to frame Mrs. Pierce's removal in a manner that contradicts the official court record appears to be a calculated effort to justify his subsequent decisions and rulings against her, thereby undermining her right to a fair and unbiased legal process. This inconsistency warrants closer scrutiny by the

appellate court to ensure that the true nature of the lower court's proceedings is accurately represented, and that justice is appropriately served.

B. Judge Singleton's Inappropriate Return Brief Constituted Judicial Overreach

In his return, Judge Singleton goes beyond the neutral reporting of facts and instead actively engages in defending his previous rulings while discrediting the Appellant's allegations. For example, the Judge states:

> *"As to the allegation that 'Judge Singleton grew up together and was childhood friends with the Plaintiff's husband's children, Donna Moore, Gregory and Jared Adam Pierce,' I have absolutely no idea where this comes from... I absolutely do not know where this came from or how she fabricated this statement. It is simply not true."*

This statement is misleading and disingenuous. Contrary to Judge Singleton's denial, he did, in fact, study at Seneca High School with the children of Doyle Pierce and belongs to the same age group as Adam Pierce. Furthermore, he has connections with other friends and family members of the Pierce family. His assertion that he has "absolutely no idea" about these connections and his accusation that the Appellant fabricated the claim are troubling and inappropriate for a judicial return.

Such language indicates a defensive and personal involvement that oversteps the boundaries of impartiality. Instead of maintaining a neutral stance, Judge Singleton's remarks suggest an overreach into advocacy, which is wholly outside the proper role of a judge in an appellate context. The Judge's defensive posture undermines the integrity of the judicial process and raises serious concerns about his ability to remain impartial in his handling of the case. This kind of judicial overreach is particularly concerning when the judge's impartiality is crucial for ensuring a fair and unbiased review of the Appellant's appeal.

C. Judge Singleton's Inappropriate Return Brief Interfered with Appellant's Circuit Court Appeal Review.

Judge Singleton's return includes actions that can be interpreted as deliberate interference with the Appellant's ability to pursue her appeal effectively. In his return, Judge Singleton recounts an incident involving the Appellant's fiancé: *"I did email Mrs. Pierce and advised her that he would no longer be able to be here at probate concerning this matter anymore. I advised that he could not give legal advice to others and he encouraged others to come outside to her vehicle to seek legal advice."*

This statement is not true. Contrary to Judge Singleton's assertion, Mrs. Pierce had not accompanied her fiancé, Mr. Boyle, to the Probate Court, nor was she in the car during this incident. In fact, Mrs. Pierce was at home at

the time. Despite this, Judge Singleton sent an email to the Appellant, inappropriately including other parties unrelated to the case, to inform her of the ban on her fiancé from the Probate Court premises. [**See the attached email dated October 24, 2023, Marked Exhibit S**].

The email read: ***"It also appears that your fiancé may have picked up the wrong documents. Further, your fiancé will no longer be allowed in the probate office or lobby area. He was here with your/his child waiting on documents and he took it upon himself to interrupt a judge in the lobby while she was speaking with someone on a separate estate issue. He was offering that person legal advice on what and what not to do and even encouraged him not to listen and come outside and speak to you, that you knew all about probate and you could help him. This is illegal and giving legal advice and acting as a non-licensed attorney. For this reason, he will no longer be able to enter the probate offices and or lobby area."***

Judge Singleton's account of the incident is both misleading and irrelevant, as Mrs. Pierce was not involved in the interaction between her fiancé and another individual at the Probate Court. The decision to ban her fiancé from the court appears to be a retaliatory action rather than a legitimate enforcement of court rules.

While this action may appear justified in isolation, the timing and broader context of ongoing litigation suggest a more sinister motive. By barring the Appellant's fiancé from the Probate Court, Judge Singleton potentially sought to isolate the Appellant from her support system, thereby undermining her ability to effectively navigate the legal process. Such actions could be perceived as intimidation or an attempt to pressure the Appellant, thereby infringing upon her right to a fair legal process. This interference raises serious concerns about the impartiality and fairness of the proceedings, further demonstrating Judge Singleton's bias against the Appellant.

D. Judge Singleton's Inappropriate Return Brief Constituted Judicial Advocacy in Favor of His Rulings on Appeal

In his return, Judge Singleton repeatedly crosses the line from neutral reporting of procedural history into advocacy for his prior decisions, a role that is entirely inappropriate for a judicial officer. For example, he states: ***"Mrs. Pierce claims the court retaliated against her for filing an appeal. No retaliation has ever taken place against her or anyone else that has appeared before me in probate court or in the past, in the municipal court."***

This statement is not true. Evidence of retaliation is clearly demonstrated by an email Judge Singleton sent to the Appellant within minutes of receiving her Amended notice of appeal on October 24, 2023. [**See Judge Singleton's Email marked Exhibit T.**]

In that email, he directly linked her decision to appeal with a forthcoming hearing to reassess her position as Personal Representative, stating: ***"All, I am in receipt of an amended notice of appeal from Mrs. Pierce. Part of the family agreement was to withdraw all appeals. This appears to be a violation of the agreement. A hearing will be scheduled to determine what actions, if any, the court will take. Should any potential heir petition the court for the removal and placement of the current PR, please file and a hearing will be scheduled the same day"*** The Judge continued in his retaliatory email by stating that ***"Mrs. Pierce, if it is your intent to violate the family agreement, I believe an emergency hearing needs to take place to determine if you should immediately be removed as PR. Again, the appeal issue was part of the agreement. If it is your intent to appeal, you have every right to do so; however, it violates the agreement and it was stated in court that the appeals were to be removed. It was proper to remove Item 13 from the order/agreement, you indicated that was fine. Also, on the day of appointment as PR, it was reiterated to you again in which you agreed and stated that would not happen.*** A hearing will be scheduled soon to determine the status of the personal representative."

In response to this clear threat, the Appellant sent an email back to Judge Singleton, [See Appellant's Email to Judge Singleton marked Exhibit U] stating: "***Judge Singleton, threatening to remove me as a personal representative because I filed an appeal is retaliation and a violation of my due process rights and civil rights under the Constitution of the United States. Everything that has been threatened in the last few hours since I filed my appeal is retaliation."***

This response highlights the Appellant's immediate recognition of the retaliatory nature of Judge Singleton's actions. This email clearly shows that Judge Singleton was prepared to take immediate and punitive action against the Appellant solely because she exercised her legal right to appeal, which directly contradicts his claim that no retaliation occurred. His actions here indicate a personal investment in the outcome of the case, and they raise significant concerns about judicial impartiality.

This inclination toward advocacy is further evidenced by his defense of the contempt proceedings: ***"As to the alleged abuse of discretion in holding the Appellant in Contempt of Court. The court recording will show that the contempt was proper."***

Such statements do not simply recount the procedural history; instead, they actively defend his prior decisions, attempting to justify his actions to the appellate court. This type of behavior is wholly inappropriate for a judicial officer, whose role is to remain impartial and allow the appellate court to review the case based solely on the record and facts, without unnecessary or biased justification. Judge Singleton's conduct in this instance underscores a troubling departure from the expected neutrality of the judiciary, suggesting that his return brief was less about factual reporting and more about advocating for his decisions, to the detriment of a fair and unbiased appellate review.

E. Judge Singleton's Inappropriate Return Brief proved Extreme Judicial Bias Against Appellant

The return contains multiple instances where Judge Singleton demonstrates a clear bias against the Appellant. This is particularly evident in the way he dismisses and undermines her allegations. For example, when discussing the Appellant's claim about being forced out of her home, the Judge states: ***"Mrs. Pierce stated that the court threatened to kick her out of her home. This never happened. She was told the Special Administrator, at the time, has authority over the Estate."***

This dismissive tone is also present when the Judge addresses the Appellant's concerns about the fairness of the proceedings:

In his return, Judge Singleton makes a sweeping denial of the Appellant's claims, specifically stating: **"Mrs. Pierce also states that the court repeatedly mentioned 'when the Appellant's Appeal is Denied'. This was never stated. All proceedings were recorded electronically."**

This statement from Judge Singleton is patently false. The transcripts of the proceedings clearly capture the judge making these inappropriate and prejudicial statements. By categorically denying the Appellant's claims without providing any substantive evidence or balanced consideration, Judge Singleton reveals a troubling predisposition to side against the Appellant. This bias is further compounded by his selective presentation of evidence in the return brief. [**See excepts from the Transcript Marked Exhibit V**]

Judge Singleton's denial, coupled with the misleading portrayal of the court's conduct, raises serious concerns about his impartiality. His failure to acknowledge the recorded evidence of his own statements, which were inappropriate and prejudicial, underscores a deep-seated bias that has pervaded the proceedings. This behavior is inconsistent with the expected impartiality of a judicial officer and compromises the fairness of the appellate review process.

In his return brief, Judge Singleton further falsely claims: ***"Mrs. Pierce has not requested any transcript from this court nor has she contacted a court reporter to have the proceedings transcribed. As of the date of this Return to Appeal, no court reporter has requested any recordings from this court to transcribe."***

This statement is not only false but also maliciously misleading. Contrary to Judge Singleton's assertion, the Appellant made multiple formal requests for the full record on appeal, including transcripts, on October 11, 2023, November 1, 2023, and November 7, 2023. The Probate Court ultimately provided these records, but

only after significant delay, and charged the Appellant $413.50 for the production, as indicated in an invoice dated December 4, 2023.

When the Appellant realized that the Probate Court was intentionally delaying the release of these records in an apparent attempt to frustrate her appeal, she took further action. On November 13, 2023, Appellant sent an official letter to the Probate Court specifically requesting audio files for certain hearings on appeal so that she could improvise the transcript. Despite these proactive measures, the Probate Court continued its delays.

To ensure she could meet the appeal deadlines, the Appellant had to improvise the records by using documents she already had in her possession to complete her appeal brief. When the Appellant protested the delay and the fee charged for the late-produced documents, Judge Singleton responded by converting the invoice into a court order on April 15, 2024, and threatened to jail the Appellant for non-payment. This coercive action forced the Appellant to pay the fee on May 24, 2024, under duress.

Judge Singleton's claim that the Appellant did not request the full record or transcripts is not only inaccurate but appears to be an intentional effort to mislead the Circuit Court and undermine the Appellant's position. This false representation further exemplifies the extreme bias and judicial misconduct that has characterized his handling of this case. [**See Exhibits M and N**]

F. Selective Submission of Evidence and Omission of Relevant Evidence on Record of Appeal by Judge Danny Singleton

In his return, Judge Danny Singleton improperly submitted evidence unrelated to the appeal, including a SLED investigation of the will from 2020—an issue that was not pertinent to the current proceedings. During the status conference, no new evidence was presented to the Probate Court, yet the judge chose to include selective pieces of evidence that solely supported his position. Notably, he submitted only two emails that aligned with his rulings while actively defending both his decisions and the Respondents' stance, effectively acting as an advocate rather than a neutral judicial officer.

Crucially, Judge Singleton omitted all other relevant evidence on record that supported the Appellant's position, thereby creating an incomplete and biased representation of the case. The Appellant, unaware of the judge's partial submission, independently provided a complete record, including all relevant evidence and emails that substantiated her appeal. This discrepancy highlights a significant breach of judicial impartiality, as the judge not only failed to provide a balanced account but also included the Respondents' motion to dismiss—filed in the Circuit Court—as part of his own evidence. By arguing the Respondents' position in his return brief, Judge

Singleton further blurred the lines between the roles of judge and advocate, raising serious concerns about judicial overreach and bias.

Additionally, Judge Singleton selectively omitted critical evidence that demonstrated the Appellant had requested audio files from the Probate Court, instead arguing that the Appellant had failed to request a transcript. This omission is particularly troubling given that the Probate Court does not have a designated court reporter, requiring litigants to request audio files and then arrange for transcription themselves. By excluding this evidence, the judge not only misrepresented the procedural actions taken by the Appellant but also attempted to undermine her appeal by falsely suggesting non-compliance with procedural requirements. This selective presentation of evidence further underscores the judge's extreme bias and his inappropriate shift from a neutral arbiter to an advocate defending his own rulings and the Respondents' position.

G. Judge Singleton Failed to Serve the Appellant with the Return in violation of Rule 209(a) SCACR

In South Carolina, the requirement for serving a return to the notice of appeal is generally governed by court rules and procedures, particularly Rule 209 of the South Carolina Appellate Court Rules (SCACR). According to Rule 209(a) SCACR: ***"Within thirty (30) days after the service of the notice of appeal, the lower court or administrative tribunal shall prepare a return. The return shall include copies of the proceedings, orders, and rulings related to the appeal and shall be served on all parties to the appeal and filed with the appellate court."***

This rule mandates that the lower court (in this case, the probate court) must serve copies of the return on all parties involved in the appeal, including both the appellant and the respondents. The failure to do so constitutes a violation of the procedural rules, undermining the fairness of the appellate process and potentially impacting the appellant's ability to effectively respond to the return.

The actions and language used by Judge Danny Singleton in his return demonstrate clear judicial overreach, interference, advocacy, and bias. His defensive and dismissive tone, along with his selective submission of evidence, undermines the impartiality of the judicial process and raises significant concerns about the fairness of the proceedings.

CONCLUSION

The actions of Judge Singleton in this case have significantly undermined the integrity of the judicial process. His inappropriate return brief, characterized by overreach, interference, advocacy, and bias, has compromised the fairness of the proceedings and the Appellant's right to a fair appellate review. The Appellant has demonstrated meticulous compliance with all procedural requirements and has been unjustly targeted through

retaliatory actions and misleading statements by the judge. This Court must recognize these serious breaches of judicial conduct and allow the Appellant's appeal to proceed, ensuring that justice is served in a manner that upholds the principles of fairness and impartiality.

PRAYER FOR RELIEF

WHEREFORE, the Appellant respectfully requests that this Court:

1. **Declare** that the orders issued by the Oconee County Probate Court, specifically the orders from October 12, 2023, October 17, 2023, November 01, 2023, and November 2, 2023, are invalid and unenforceable due to procedural irregularities, judicial misconduct, and bias.
2. **Grant** the Appellant's motion to amend the notice of appeal, recognizing that the procedural actions taken by the Appellant were timely, appropriate, and in full compliance with the relevant rules and statutes.
3. **Order** the probate court to produce full and complete Record on Appeal
4. **Remand** the case for a new hearing before a different judge, free from the bias and misconduct demonstrated by Judge Singleton, to ensure a fair and impartial adjudication of the Appellant's claims.
5. **Refer the Misconduct of Judge Danny Singleton to the Judicial Commission for disciplinary action.**
6. **Award** the Appellant any other relief that this Court deems just and proper in light of the significant judicial overreach and interference that has compromised the fairness of the proceedings.

Respectfully submitted, this August 26, 2024.

DOROTHY PIERCE, Appellant Pro se

EXHIBIT A

Gmail

Dorothy Pierce <dorothypierce84@gmail.com>

Pierce Estate

Adam Lee <alee@dobsonlaw.com> Fri, Sep 22, 2023 at 9:14 AM
To: Danny Singleton <dsingleton@oconeesc.com>
Cc: Rick McDuff <rick@mjmlawsc.com>, alan pierce <gregory4792@gmail.com>, "dorothypierce84@gmail.com" <dorothypierce84@gmail.com>, Donna Moore <75dmoore@gmail.com>, Ashaley Boatwright <Ashaley@boatwrightlegal.com>

Judge Singleton:

Good morning. Information has come to my attention that needs to be addressed by the Court in regards to the Doyle Pierce matter. Given the previous Orders of the Court, I am requesting a status conference to discuss several ongoing matters. Can you please let the parties know of your availability?

Thank you for your assistance. Have a good day.

Best regards,
Adam

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****

From: Adam Lee
Sent: Monday, August 21, 2023 1:32 PM
To: Danny Singleton <dsingleton@oconeesc.com>
Cc: Rick McDuff <rick@mjmlawsc.com>; alan pierce <gregory4792@gmail.com>; dorothypierce84@gmail.com; Donna Moore <75dmoore@gmail.com>; Ashaley Boatwright <Ashaley@boatwrightlegal.com>
Subject: Pierce Estate

Judge Singleton:

[Quoted text hidden]

Gmail Dorothy Pierce <dorothypierce84@gmail.com>

Pierce Estate

Dorothy Pierce <dorothypierce84@gmail.com> Fri, Sep 22, 2023 at 10:49 AM
To: Adam Lee <alee@dobsonlaw.com>
Cc: Danny Singleton <dsingleton@oconeesc.com>, Rick McDuff <rick@mjmlawsc.com>, alan pierce <gregory4792@gmail.com>, Donna Moore <75dmoore@gmail.com>, Ashaley Boatwright <Ashaley@boatwrightlegal.com>

Adam,

Don't you think it's prudent to share the "issues" with all parties involved so that we are all privy to that matter before a status conference?

[Quoted text hidden]

Gmail Dorothy Pierce <dorothypierce84@gmail.com>

Pierce Estate

Danny Singleton <dsingleton@oconeesc.com> Wed, Sep 27, 2023 at 11:19 AM
To: Rick McDuff <rick@mjmlawsc.com>, Adam Lee <alee@dobsonlaw.com>, Dorothy Pierce <dorothypierce84@gmail.com>
Cc: alan pierce <gregory4792@gmail.com>, Donna Moore <75dmoore@gmail.com>, Griselda Godoy <ggodoy@oconeesc.com>

All,

Let's meet at 10 am on October 11th.

The court is aware that Mrs. Pierce has filed a notice to appeal on the last order from this court, however, we will still have a conference this day.

[Quoted text hidden]

representative because that was within the will that was allegedly stated to be invalid, okay? I'm not even going to comment on those issues because that's in a higher court. Regardless of any comment I make, whatever comes down from court appeals is what I'm going to have to abide by. The last time that we were here, you have a right to file an appeal on any issue that you choose. In general, an appeal is stating that the court has done something wrong in their ruling, not that you just disagree with a ruling. It's that the court done something wrong in a ruling or in a matter of law or the interpretation of a law. An appeal is not a process just because you disagree

[00:09:50] . Anytime you have two parties or more in any action, somebody is generally going to walk away in disagreement. The last thing that we had was a simple thing was to protect the property, that's it. I put safeguards in place to ensure that you had a right to privacy just like any other person would. I thought I was very clear on that. At the time, I thought that you were in agreement in most part to most everything in there. It seems that you've got an issue with one building in which you have some of your personal property and that you don't want anybody else in that building. It was last discussed, that building needs maintenance.

[00:09:50] Things needs to be moved out of another building to make it safely into the larger building where you have personal equipment. You understand that if another Special Administrator, and if it happens to be other than you as appointed, the Special Administrator has the right to oversee the property, to protect the property. If it means putting everyone out of that property, they can do that. I don't know who is going to be the Special Administrator. Somebody's got to go petition the court for that. We've got to have a hearing. What I'm asking now, we've got everyone here on this case. Is there a way to settle this case where everybody can be in agreement?

[00:09:50] Is there any way at all? To be honest with you, in looking at the file, I believe that there's a way to settle, but I'm not so sure that you want to settle on anything. Please correct me if I'm wrong. All right, we're here just having a discussion. This is not open court. This is just a discussion for the parties to try to resolve something. Is there any way for you to resolve the case with the other parties?

Pierce: [00:12:35] Your Honor, last year in October, the parties presented to me a proposal. We negotiated everything. Then we came to a point where we were supposed to just knock out certain things like the claims. When that was knocked out, at which time?

Judge: [00:13:00] You're referring to the two claims that we had a hearing on a while back?

Pierce: [00:13:02] Yes, the claims.

Judge: [00:13:03] All right, those have been resolved.

File name: Doyle Pierce conf hearing pt 1 10112023.mp3

[00:00:00] McDuff: Maybe you can bring your phone up where you could pick it up on.

[00:00:02] Ms. Moore: Yes. Hold on one second. Okay?

[00:00:04] McDuff: If I may indulge the court.

[00:00:05] Judge: That's fine. Today's date is October 11th, 2023. Again, continuing with the estate of Doyle Pierce. Time now is 11:20. I've been informed by each party there's an agreement, Mr. Duff?

[00:00:19] McDuff: Yes, judge. This is based upon what the parties articulate in terms of the terms of settlement between Ms. Pierce, the surviving widow of Doyle P. Pierce, and the three adult children of the estate. As to division, we intend for this to be a binding settlement upon the parties, enforceable by subsequent order of the court, pursuant to Rule 43K at the South Carolina Rules of Civil Procedure.

[00:00:46] Judge: Okay. All right. Now, sir, tell me your name for the record, please.

[00:00:52] Jared Pierce: My name is Jared Adam Pierce.

[00:00:55] Judge: All right. Mr. Pierce, the original agreement you were informed of it, certain acreage, weapons, ammunition, and things of that sort. Today, you're telling the court that you are still in agreement with that. Is that correct?

[00:01:08] Jared Pierce: Yes, Sir. I'm in agreement with that. Yes, sir.

[00:01:10] Judge: All right, sir. The court's going to accept that. I know that you are at work. We'll let you. If you want to remain and listen, you can. If you need to go, at least your portion, provided that the agreement goes through and we get it all on the record today, then that will be your agreement. Then sometime in the near future, those items will be transferred to you, provided that the agreement is followed through, which the agreement will--

[00:01:33] Jared Pierce: Yes. I understand.

[00:01:34] Judge: Today, once the agreement is signed, it would be binding. Do you understand that?

[00:01:38] Jared Pierce: Yes, I do understand that.

[00:01:40] Judge: Then the agreement, apparently, you would be mailed an agreement for you to be able to sign and return within a certain amount of time. Would you be able to do that?

[00:01:49] Jared Pierce: Yes.

[00:01:49] Judge: All right. Thank you.

File name: Doyple Pierce conf hearin pt 2 912 agrrement 10112023.mp3

EXHIBIT C

Gmail Dorothy Pierce <dorothypierce84@gmail.com>

Proposed settlement agreement

Rick McDuff <rick@mjmlawsc.com> Wed, Oct 11, 2023 at 5:11 PM
To: Dorothy Pierce <dorothypierce84@gmail.com>, Danny Singleton <dsingleton@oconeesc.com>, "Donna Moore (via Google Docs)" <75dmoore@gmail.com>, alan pierce <gregory4792@gmail.com>

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Attached is a draft Order on the 912 Agreement for everyone's review and comment. I will need the exact amount for the mortgage payoff to Blue Ridge bank.

Respectfully,

Richard Hunt McDuff, Esq.
Merrell & McDuff
(MJM Law, LLC)
119B Professional Park Drive
Seneca, South Carolina 29678
Tel: (864) 882-2466

From: Dorothy Pierce
Sent: Wednesday, October 11, 2023 10:43 AM
To: Danny Singleton; Donna Moore (via Google Docs); Rick McDuff; alan pierce
Subject: Proposed settlement agreement

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Pierce.Proposed._Order_912.10_11_2023.pdf
135K

Gmail Dorothy Pierce <dorothypierce84@gmail.com>

Proposed settlement agreement

Dorothy Pierce <dorothypierce84@gmail.com> Thu, Oct 12, 2023 at 7:59 AM
To: Rick McDuff <rick@mjmlawsc.com>
Cc: Danny Singleton <dsingleton@oconeesc.com>, "Donna Moore (via Google Docs)" <75dmoore@gmail.com>, alan pierce <gregory4792@gmail.com>

I have several issues with this draft.

I will submit my comments momentarily.

Thanks ,

Dorothy Pierce
[Quoted text hidden]

Gmail Dorothy Pierce <dorothypierce84@gmail.com>

Re: Proposed settlement agreement

Rick McDuff <rick@mjmlawsc.com> Thu, Oct 12, 2023 at 11:07 AM
To: Dorothy Pierce <dorothypierce84@gmail.com>
Cc: Danny Singleton <dsingleton@oconeesc.com>, "Donna Moore (via Google Docs)" <75dmoore@gmail.com>, alan pierce <gregory4792@gmail.com>, Zana Hicks <zana@mjmlawsc.com>

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Judge Singleton,

Attached is the Word version of the proposed Order with the exact amount of mortgage repayment to Donna Moore. We have not received Ms. Pierce's proposed changes. If we cannot come to an agreement, the terms of the settlement entered into the record yesterday pursuant to Rule 43(k) are binding and enforceable by the Court.

[Quoted text hidden]
[Quoted text hidden]

Pierce.Proposed._Order_912.10_12_2023.v2.docx
29K

Gmail Dorothy Pierce <dorothypierce84@gmail.com>

Re: Proposed settlement agreement

Dorothy Pierce <dorothypierce84@gmail.com> Thu, Oct 12, 2023 at 12:54 PM
To: Rick McDuff <rick@mjmlawsc.com>
Cc: Danny Singleton <dsingleton@oconeesc.com>, "Donna Moore (via Google Docs)" <75dmoore@gmail.com>, alan pierce <gregory4792@gmail.com>, Zana Hicks <zana@mjmlawsc.com>

Rick,

I will send you my proposed comments in two hours.

Important: I asked Donna Moore to send me a copy of the deed, especially to her 3.90 acres but she has not. I'm not comfortable moving forward without knowing exactly where this land is located on the property. It might be located next to my door and this would be inconvenient.

Secondly, I have an issue with the right of way. We need to know exactly where this land is so we state clearly who gives the right of way to whom.

Lastly, I will need 60 days, not 30 days to pay Davenport. This month of October, I have several high-cost depositions already scheduled. I won't take on any major payment within these 30 days because it will interfere with my budget.

Thanks,

Dorothy Pierce

[Quoted text hidden]

Gmail Dorothy Pierce <dorothypierce84@gmail.com>

Re: Proposed settlement agreement

Dorothy Pierce <dorothypierce84@gmail.com> Thu, Oct 12, 2023 at 2:59 PM
To: Rick McDuff <rick@mjmlawsc.com>
Cc: Danny Singleton <dsingleton@oconeesc.com>, "Donna Moore (via Google Docs)" <75dmoore@gmail.com>, alan pierce <gregory4792@gmail.com>, Zana Hicks <zana@mjmlawsc.com>

All,

Find my updated version of the Agreement attached.

Thanks,

Dorothy
[Quoted text hidden]

Pierce.Proposed._Order_912.10_12_2023.v3 -dorothy Pierce Updated.pdf
139K

Gmail **Dorothy Pierce <dorothypierce84@gmail.com>**

order

9 messages

Danny Singleton <dsingleton@oconeesc.com> Thu, Oct 12, 2023 at 3:01 PM
To: Dorothy Pierce <dorothypierce84@gmail.com>, Donna Moore <75dmoore@gmail.com>, Rick McDuff <rick@mjmlawsc.com>
Cc: Griselda Godoy <ggodoy@oconeesc.com>

All,

Attached, please find the signed order.

I want to thank each of you for your time and patience in this matter. I believe this agreement addresses any and all issues between the parties.

I am glad that you all took the time to listen and compromise for a successful solution.

Respectfully,

Danny Singleton, Probate Judge

Oconee County

415 S. Pine Street

Walhalla, SC 29691

864-638-4275

Past-President South Carolina Summary Court Judges' Association

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D.PIERCE FAM AGREEMENT ORDER.pdf
203K

Dorothy Pierce <dorothypierce84@gmail.com> Thu, Oct 12, 2023 at 3:16 PM
To: Danny Singleton <dsingleton@oconeesc.com>
Cc: Donna Moore <75dmoore@gmail.com>, Rick McDuff <rick@mjmlawsc.com>, Griselda Godoy <ggodoy@oconeesc.com>

Judge, you just signed this order without my version.

I will appeal it IMMEDIATELY!!

There are so many aspects of the written clauses that I didn't a gree with and we definitely didn't discuss in court.

This is unacceptable!!!

Best Regards,

Dorothy

[Quoted text hidden]

6 attachments

image001.png
28K

image002.png
26K

image003.png
24K

image002.png
26K

image003.png
24K

image001.png
28K

Dorothy Pierce <dorothypierce84@gmail.com> Thu, Oct 12, 2023 at 3:52 PM
To: Danny Singleton <dsingleton@oconeesc.com>
Cc: Donna Moore <75dmoore@gmail.com>, Rick McDuff <rick@mjmlawsc.com>, Griselda Godoy <ggodoy@oconeesc.com>

Judge Singleton,
I have attached my submissions herein highlighted in Red.

When I came to court yesterday I was not prepared for a settlement negotiation.

I will need 60 days, not 30 days to pay Davenport. This month of October, I have several high-cost depositions already scheduled. The dispositions will cost me more than $30,000. I won't take on any major payment within these 30 days because it will interfere with my budget.

I need about 90 Days instead of 60 days as previously agreed to pay the rest of the Estate debts. These debts will be paid from the Proceeds of the auction of items we have on the estate. After speaking to an auctioneer, he needs at least 60 days to plan and advertise the auction for a good turnout. This will start in November because the month of October is booked out.

I have included other VERY Important Clauses all highlighted in RED. There are so many factors to be considered especially when drafting the final agreement in this case because the case has been here and has caused a lot of unnecessary pain. Without these clauses, I will not be comfortable with the agreement.

[Quoted text hidden]

Pierce.Proposed._Order_912.10_12_2023. V4 -Dorothy Pierce.docx
31K

Dorothy Pierce <dorothypierce84@gmail.com> Thu, Oct 12, 2023 at 4:01 PM
To: Danny Singleton <dsingleton@oconeesc.com>
Cc: Donna Moore <75dmoore@gmail.com>, Rick McDuff <rick@mjmlawsc.com>, Griselda Godoy <ggodoy@oconeesc.com>

Lastly,
I have a huge problem with mutual Release clause on No.13

The mutual release clause is too long, too generic and confusing.

Why can't we have just a brief release clause without complicated terms that may hide something that we don't understand??????

I think we need to be patient and come up with an order that's acceptable for all parties.

[Quoted text hidden]

Dorothy Pierce <dorothypierce84@gmail.com> Thu, Oct 12, 2023 at 4:09 PM
To: Danny Singleton <dsingleton@oconeesc.com>
Cc: Donna Moore <75dmoore@gmail.com>, Rick McDuff <rick@mjmlawsc.com>, Griselda Godoy <ggodoy@oconeesc.com>

The last page on Exhibit A,

My share is written in a way that does not provide the description of property I will inherit. This would cause an issue for me at the time of transferring these property titles.

I have fixed the description in my version and included proper property description.

Important: I'm only disputing wordings and number of days to execute certain tasks.

Thanks,

Dorothy

[Quoted text hidden]

Rick McDuff <rick@mjmlawsc.com> Thu, Oct 12, 2023 at 4:14 PM
To: Dorothy Pierce <dorothypierce84@gmail.com>, Danny Singleton <dsingleton@oconeesc.com>
Cc: Donna Moore <75dmoore@gmail.com>, Griselda Godoy <ggodoy@oconeesc.com>, Zana Hicks <zana@mjmlawsc.com>, "gregory4792@gmail.com" <gregory4792@gmail.com>, Jared Pierce <jaredapierce1@gmail.com>

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Judge Singleton,

The provisions Ms. Amolo-Pierce seeks to add to the Order affirming the 912 Agreement are not properly included in an order of the Court. If she wanted those terms included as a part of a settlement agreement, she should have voiced the matter when the binding settlement was put on the record in accordance with Rule 43(k). She failed to do so and plainly agreed to each and every term of the settlement on the record when asked by the Court. In no way can we agree to her day-late, dollar short language. She is plainly trying to prevent the issue of the forged Will from being used against in the pending civil litigation instituted by her. The settlement is the settlement in spite of her threat to "immediately appeal."

An appeal will not in any way affect the settlement validly entered into between the parties. The settlement is binding and enforceable regardless of whether she appeals because it is an extra-judicial settlement. I will ask Donna Moore to apply to the Court for Special Administrator appointment if Ms. Pierce will not abide by the terms of the settlement and execute necessary deeds and other documents.

Respectfully,

Richard Hunt McDuff, Esq.
Merrell & McDuff
(MJM Law, LLC)
119B Professional Park Drive
Seneca, South Carolina 29678
Tel: (864) 882-2466

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> >
> > ***Past-President South Carolina Summary Court Judges' Association***
> >
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>
> ---
>
> **From:** Jessica Lohman <jlohman@oconeesc.com>
> **Sent:** Thursday, October 12, 2023 2:55 PM
> **To:** Danny Singleton <dsingleton@oconeesc.com>
> **Subject:**

Here you go Judge. ☺

Jessica Lohman

Probate Court Clerk

Probate Court of Oconee County, SC

415 S. Pine Street/ PO Box 471

Walhalla, SC 29691

Office: 864-638-4275

Fax: 864-638-4278

Email: jlohman@oocneesc.com

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Danny Singleton <dsingleton@oconeesc.com> Thu, Oct 12, 2023 at 4:24 PM
To: Rick McDuff <rick@mjmlawsc.com>, Dorothy Pierce <dorothypierce84@gmail.com>
Cc: Donna Moore <75dmoore@gmail.com>, Griselda Godoy <ggodoy@oconeesc.com>, Zana Hicks <zana@mjmlawsc.com>, "gregory4792@gmail.com" <gregory4792@gmail.com>, Jared Pierce <jaredapierce1@gmail.com>

Thank each of you for your responses.

Danny Singleton, Probate Judge

Oconee County

415 S. Pine Street

Walhalla, SC 29691

864-638-4275

Past-President South Carolina Summary Court Judges' Association

[Quoted text hidden]

Dorothy Pierce <dorothypierce84@gmail.com> Thu, Oct 12, 2023 at 5:04 PM
To: Danny Singleton <dsingleton@oconeesc.com>
Cc: Rick McDuff <rick@mjmlawsc.com>, Donna Moore <75dmoore@gmail.com>, Griselda Godoy <ggodoy@oconeesc.com>, Zana Hicks <zana@mjmlawsc.com>, alan pierce <gregory4792@gmail.com>, Jared Pierce <jaredapierce1@gmail.com>

Judge,

We didn't discuss all the clauses that McDuff has included in his order, like the mutual release. This is supposed to be a mutual agreement not a draconian order.

Why must we do things under duress???????

I asked what yesterday's meeting was about and no one told me. Everyone went there knowing exactly what was gonna happen except me.

[Quoted text hidden]

---

4 attachments

image001.png
26K

image002.png
24K

ROUGH DRAFT OF APPEAL BRIEF ON ORDER OF JUDGE SINGLETON DATE OCTOBER 12, 2023

Submission of Dorothy Pierce dated 10/17/2023.

(Case laws, statutes and citations are omitted from this document for the purposes of guiding this afternoon's discussions and will be included in the final document when necessary)

1. **Lack of Compliance with Rule 43(k) and Signature Requirement:**

According to the order dated October 12, 2023, the parties have not appended their signatures as required by SC Rule 43(k). Accordingly, Rule 43(k) of the South Carolina Rules of Civil Procedure as amended, states that: (k) Agreements of Counsel. No agreement between counsel affecting the proceedings in an action shall be binding unless reduced to the form of a consent order or written stipulation signed by counsel and entered in the record, or unless made in open court and noted upon the record or reduced to writing and signed by the parties and their counsel. However, where the parties reach a settlement agreement during a mediation governed by the South Carolina Court-Annexed Alternative Dispute Resolution Rules and the settlement agreement involves payment by an insurer, the signature of counsel retained by an insurer on behalf of the Defendant(s) or third-party administrator shall suffice in place of the signature of the insured party. Settlement agreements shall be handled in accordance with Rule 41.1, SCRCP. Note to 2022 Amendment The amendment to Rule 43(k) clarifies the existing practice in cases where the parties have waived the presence of the actual named defendant at a mediation settlement conference and allows for more efficient enforcement of mediated settlements.

Appellant understands that the court has authority under SC Rule 28 to issue orders without a hearing, however, any proposed order or agreement must be signed by the parties, counsel for the parties, and the guardian ad litem, if one has been appointed, and may be submitted and issued without the necessity of filing supporting affidavits, financial declarations, or written testimony.

The "Consent Order" dated October 12, 2023, signed by the Judge, without the signatures of the Parties violate Rule 43(K), SC Rule 28, and all other related South Carolina Common law rules.

a) Mandatory Signature Requirement Under South Carolina Rule 43(k): South Carolina Rule 43(k) is unequivocal in its requirement that in legal proceedings, any agreements affecting the case must be formalized through the signatures of the parties involved. The rule explicitly mandates that these agreements must be signed by all parties who are part of the negotiation process. This legal provision is in place to ensure transparency and to create a clear record of the agreement's existence. The current order does not bear the signatures of the parties involved in the settlement.

b) Negotiations Conducted Before the Judge: In the specific case at hand, the settlement negotiations were conducted in the presence of the judge during a status conference. The judge's role during these negotiations was significant, as acknowledged in the discussion of the judge's conduct during the status conference. Given that these negotiations occurred before the judge, they fall within the scope of Rule 43(k)'s requirements.

c) Non-Compliance with Rule 43(k) Raises Legal Concerns: As the settlement negotiations took place before the judge, it was incumbent upon all parties involved to comply with Rule 43(k). However, the executed agreement does not bear the signatures of all parties. This non-compliance with the mandatory signature requirement established by the rule raises substantial legal concerns about the validity and enforceability of the agreement and consent order.

d) Importance of Rule 43(k) in Preserving Legal Process: Rule 43(k) serves a vital role in the legal process by ensuring that all parties are fully informed and in agreement with the terms of any settlement. The rule's signature requirement is designed to safeguard the rights and interests of all parties, promoting transparency and fairness in legal proceedings. Without individual signatures Rule 43(K) is violated.

e) Concerns Regarding Legality and Enforceability: The absence of all parties' signatures on the agreement is a clear violation of Rule 43(k), and this non-compliance raises legitimate doubts regarding the legality and enforceability of the agreement. It is

essential to maintain the integrity of legal processes by adhering to the established rules and requirements.

f) Need for Agreement Reevaluation: In light of this significant non-compliance with Rule 43(k), the agreement's validity must be reconsidered. Without the mandatory signatures of all parties, the agreement may lack legal standing and should be subject to further review by the court. Parties involved should not be bound by an agreement that may not adhere to the state's legal rules and procedures.

2. Ambiguous and Unenforceable Mutual Release Clause and Specific Liabilities:

a) Importance of a Well-Drafted Mutual Release Clause: The presence of a mutual release clause in the agreement signifies the parties' intention to settle their disputes and release each other from certain claims and liabilities. However, the agreement in its current form raises concerns due to the broad nature of the mutual release clause, which may inadvertently release parties from liabilities that should not be included.

b) Avoiding Unintended Consequences: A well-drafted mutual release clause should be precise and explicit in defining the claims and liabilities intended to be released, leaving no room for ambiguity or unintended consequences. The current broad language of the clause creates the potential for parties to be released from obligations they did not intend to relinquish.

c) Clear Specification of Released and Retained Liabilities: To ensure the fairness and enforceability of the agreement, it is essential that the document clearly specifies which claims or liabilities are intended to be released and which will remain enforceable. Parties should have a clear understanding of the scope and extent of the release, thus preventing any potential disputes or misunderstandings.

d) Preservation of Rights: Parties to an agreement should retain the right to enforce claims or liabilities that are not explicitly included in the mutual release clause. Failing to do so could result in an unfair and unintended outcome for one or more parties.

e) Principles of Contractual Clarity: Principles of contract law emphasize the need for clarity and specificity in agreements to ensure the informed and voluntary consent of all parties involved. This ensures that parties understand the legal consequences of the agreement.

f) Revising the Mutual Release Clause: To address the concerns related to the broad nature of the mutual release clause, it is advisable to revise the agreement to include a more specific and carefully worded clause. This clause should explicitly identify the claims and liabilities subject to release and those that will be retained

A. Signature Requirement for Mutual Release:

a) Voluntary Agreement of All Parties: The fundamental principle underlying a mutual release is that it requires the voluntary and informed agreement of all parties involved. A mutual release is a legal contract that signifies the parties' willingness to relinquish certain claims and liabilities voluntarily. This voluntary consent is a cornerstone of contractual agreements.

b) Court's Authority and Imposition: The judge, acting in a court of law, does not possess the authority to sign a mutual release on behalf of all parties without their explicit consent and individual signatures. The imposition of such an agreement unilaterally by the court contradicts the essence of voluntary and informed consent required for a legal contract to be valid.

c) Informed Consent: For a release agreement to be legally binding, all parties must individually sign the document, indicating their informed consent to its terms. This process ensures that parties understand the legal consequences of the release and voluntarily choose to accept them.

d) Absence of Signature by All Parties: In the current situation, it appears that not all parties involved have individually signed the mutual release. Therefore, the agreement does not meet the fundamental requirement of voluntary agreement by all parties, casting doubt on its legal validity.

e) Preservation of Rights: The principle of preserving the rights of all parties is central to contract law. It is essential that parties have the freedom to make informed decisions regarding the claims and liabilities they are willing to release. Without individual signatures, this freedom is compromised.

3. Appellant Should Not be Compelled to Pay Estate Debts Using Her Personal Money

The court order dated October 12, the court ordered the appellant to make payments towards the estate debts as the personal representative within 30 days and 60 days respectively. 30 days is not enough timeline to prepare and auction the estate assets to raise funds to satisfy the court order. This short timeline will place the burden and unnecessary duress on the appellant to pull her own resources to make payments.

The personal assets of individuals, including personal representatives, should be preserved and safeguarded. Compelling Appellant to use her own financial resources to settle estate debts could potentially lead to her own financial hardship and negatively impact her financial well-being. There is need to protect personal assets from being depleted for the benefit of the estate. This protection is pivotal in ensuring that personal representatives are not unduly burdened by their fiduciary responsibilities.

Allowing personal representatives to make payments voluntarily based on their financial capacity and the actual asset of the estate upholds their rights and provides them with the flexibility to meet their obligations while preventing personal financial instability. Voluntariness in financial transactions emphasizes personal choice and autonomy in financial matters, especially when it comes to discharging fiduciary duties. Establishing reasonable terms and timelines for debt payment is pivotal in the argument. Reasonableness is synonymous with fairness, and it ensures that personal representatives can fulfil their obligations without unnecessary stress and hardship.

The legal system is founded on principles of equity, emphasizing the importance of fairness in all transactions and legal proceedings. Requiring personal representatives to pay estate debts with their personal finances under unreasonable terms and timelines would constitute a breach of these fundamental principles. Compelling personal representatives to follow rigid and unjust terms and timelines for debt payment may result in certain creditors or beneficiaries being unjustly enriched. It could also lead to an unintended prioritization of certain debts over others, potentially impacting the distribution of assets in an unfair manner.

Personal representatives like Appellant have a legal duty of care to manage and distribute the estate's assets diligently. Requiring them to deplete their personal finances unfairly shifts the burden away from the estate's assets, potentially leading to inadequate management of estate debts. The overarching goal is to prevent personal representatives from shouldering undue financial burdens and to ensure that estate debts are paid in an equitable and judicious manner. This approach aligns with the fundamental principles that underpin the legal system and aims to promote the just and equitable administration of estates.

Appellant should not be compelled to use her personal finances for estate debt payments. It is imperative that the legal system takes this argument seriously and revisits the practice to ensure that justice is served, and the rights of all parties are protected in accordance with the law. By upholding due process, personal rights, and procedural fairness, we can maintain the fairness and legitimacy of the legal system, particularly in estate cases where the interests of beneficiaries and the proper administration of assets are at stake. It is only through an equitable and voluntary approach to estate debt payment that the principles of fairness and justice can be upheld.

B. Need for Amendment to Payment Terms and Adequate Time to Pay Estate Debts:

i. The Judge's Responsibility to Ensure Practical Considerations: The judge presiding over estate matters bears the responsibility of ensuring that the proceedings are conducted in a practical and realistic manner. This includes taking into account the unique circumstances and challenges faced by the estate, particularly when it comes to the settlement of debts.

ii. Rejection of Extension Request: After reading the draft order, it became apparent that the order requires appellant to use her personal funds to pay the estate debts without reasonable consideration that the appellant has already spent over $91,000 in the last three years

managing and litigating the estate matters. A reasonable request for an extension of the payment timeline was rejected by the court and the opposing party. This decision may not adequately consider practical considerations related to the estate's financial situation. The judge's court's includes balancing the need to administer the estate efficiently with the practicality of the proposed payment timeline.

iii. Adequate Time for Debt Payment: In matters of estate administration, it is paramount that the court grants adequate time for the payment of debts. Estates often involve various assets, and the process of selling these assets, such as estate items or conducting auctions, may take some time. A rushed timeline for debt settlement can result in undue financial burden, negatively impacting the orderly administration of the estate.

iv. Balancing Efficiency and Practicality: The court should maintain a delicate balance between the efficient administration of the estate and the practicality of the proposed payment timeline. This balance is essential to ensure that estate debts are paid off without causing unnecessary financial distress or disruptions on the personal representative.

v. Importance of Court's Consideration: It is imperative that the court takes into consideration the practicality and feasibility of the proposed payment timeline when deciding on matters related to estate debt settlement. The court's primary objective should be to facilitate the orderly distribution of the estate's assets while respecting the need for practicality

4. Need for Proper Description of Inherited Property

The opposing party has drafted the order with inaccurate property description without taking into consideration the fact that the portion or property the appellant will inherit does not require new survey. These properties have Parcel Identifications and Tax descriptions in the Oconee County Deeps office. Appellant has requested the opposing party to include the proper description of property in an accurate manner as proposed in her submission of the draft order but Opposing party has refused to make any changes. The Appellant further raised her concerns with the Court, unfortunately the court does not consider that appellant is within her independent due process rights to make her submissions towards the Settlement agreement to which appellant is entitled.

a) The accuracy and precision of property descriptions are paramount in the legal system, particularly in estate matters. When errors or inaccuracies creep into these descriptions, the potential for legal complications and disputes becomes all too real. At the heart of this argument is the legal requirement for precise and accurate property descriptions. The integrity of the legal system is founded on the ability to determine property ownership, transfer assets, and protect property rights. Ensuring that property descriptions are free from errors and omissions is indispensable in upholding these legal requirements. Property rights are fundamental in the legal system, and accurate property descriptions are pivotal in preserving these rights. By maintaining accurate descriptions, the legal system can guarantee that property ownership remains clear and undisputed. One of the most significant concerns arising from this incorrect property description is the potential for legal complications and disputes. Appellant 's apprehension about facing difficulties in

transferring her property is entirely justified, as erroneous descriptions can lead to disagreements, potentially resulting in prolonged and costly legal battles. The legal system prioritizes the avoidance of legal disputes, particularly in estate matters. Ensuring that property descriptions are accurate and unambiguous minimizes the potential for disputes and conflicts among beneficiaries and stakeholders. Property rights are inextricably linked to the legal system's emphasis on protecting individual interests and upholding the rights of property owners. Rectifying the wrong property description serves to preserve these interests. The legal system has an inherent duty to correct errors and inaccuracies in legal documents, especially when these errors have the potential to undermine the rights and interests of individuals. Correcting the wrong property description aligns with this legal duty. The legal system holds accuracy and the rectification of errors in high regard. It is imperative to ensure that legal documents accurately reflect the reality of property ownership, as this is central to maintaining the integrity of the legal system.

a) Importance of Detailed Property Description: The current agreement fails to designated an exact piece of property to be inherited by the appellant. When dealing with the inheritance of property, it is imperative that the agreement provides a precise and unambiguous description of the property to be transferred. The absence of a detailed property description can lead to significant complications during the transfer process, as well as legal ambiguities and disputes.

b) Complications in Property Transfer: The current agreement fails to offer a properly detailed description of the property in question. This deficiency raises valid concerns about the smooth and efficient transfer of the property to appellant' name. It is essential that the inherited property is accurately and comprehensively described to ensure a seamless transfer process. Transferring property within estate matters should occur smoothly and in strict adherence to the law. Correcting the property description not only secures Appellant 's property rights but also facilitates the lawful and efficient transfer process. Efficiency and legality are fundamental to the legal system. An accurate property description streamlines the transfer process and helps maintain these foundational principles. A lawful transfer of property in an estate context hinges on adherence to legal formality. Ensuring that property descriptions are correct reinforces this formality and guarantees that the transfer is executed according to established legal procedures. In conclusion, rectifying the wrong property description for Appellant is not merely an option; it is an imperative. It aligns with the legal system's commitment to preserving property rights, preventing legal complications, and ensuring that property transfers occur smoothly and in accordance with the law.

c) Legal Requirement for Unambiguous Descriptions: Legal principles dictate that property descriptions in agreements should be unambiguous and clear, leaving no room for doubt or misinterpretation. Such descriptions protect the interests of all parties involved, facilitate the transfer process, and reduce the potential for legal disputes.

d) Avoiding Future Disputes: The absence of a precise and detailed property description creates a potential for future disputes and complications. As the inheritor, appellant should not be burdened with the responsibility of deciphering or rectifying the ambiguities in the

agreement. The responsibility for providing a clear and accurate property description lies with the drafting and execution of the agreement.

e) Rectifying the Lack of Clarity: To ensure a smooth and unproblematic transfer of the inherited property, it is crucial to rectify the current lack of clarity in the property description. This may involve amending the agreement to provide a detailed and comprehensive description that clearly identifies the property's location, boundaries, and any pertinent details.

5. Pressure to Settle and Voluntariness of the Agreement:

a) Judicial Obligation to Preserve Impartiality and Voluntariness: Canon 3 of the Code of Conduct for United States Judges underscores the paramount duty of a judge to perform their duties fairly, impartially, and diligently. Specifically, Canon 3A(1) emphasizes that a judge should not be swayed by partisan interests, public clamor, or fear of criticism when hearing and deciding matters. This standard emphasizes the judge's obligation to maintain impartiality and avoid actions that could compromise the voluntary nature of agreements.

b) The Court's Conduct During the Status Conference: During the status conference, there is a credible allegation that the court exerted undue pressure on the parties to reach a settlement. This pressure, when applied in a manner that could have led to the hurried acceptance of the agreement, may have jeopardized the voluntariness of the agreement. It is fundamental that settlements must be the result of parties' free will, informed decisions, and an understanding of the consequences.

c) Protection of Parties from Duress or Undue Influence: The agreement reached during the status conference should reflect the genuine intentions of the parties involved. Any actions by the judge that may have induced a party to accept a settlement against their true intentions raise significant concerns about the voluntariness and validity of the agreement. Parties should not be subject to duress, coercion, or undue influence by the court or any other party. During this conference, appellant felt pressured into negotiating payment timeline from a mere 5 days suggested by the judge to 30 days and 60 days respectively.

d) Importance of a Fair and Unbiased Process: A fair and impartial judicial process is essential to uphold public confidence in the integrity and impartiality of the judiciary. The judge's role in any settlement conference is to facilitate discussions and negotiations without taking positions that may exert pressure on one party or the other. A judge should remain neutral and ensure that all parties participate willingly and without feeling compelled. During the status conference, the court remained biased towards the Appellant from the beginning till the end of the conference. The court further questioned the appellant about the duration of her marriage to her husband to when appellant insisted she is entitled to 50% according to interstate succession rule of SC.

e) Safeguarding the Integrity of the Agreement: To protect the integrity of the agreement, it is crucial to ensure that any settlement reached genuinely reflects the parties' intentions. If the judge's conduct during the status conference raised concerns about duress or the voluntary nature of the agreement, steps should be taken to address these concerns. The

judge's actions must be reviewed, and the agreement should be evaluated to determine whether it should be upheld or set aside.

EXHIBIT E

STATE OF SOUTH CAROLINA)	IN THE PROBATE COURT
)	
COUNTY OF OCONEE)	Case No.: 2020ES3700532
IN THE MATTER OF:)	
DOYLE E. PIERCE)	
DECEASED,)	
)	

OCONEE COUNTY FILED
DEC 12 2023

ORDER AFFIRMING PRIVATE FAMILY AGREEMENT

THIS MATTER came before the Court on October 11, 2023, pursuant to Rule 43(k), South Carolina Rules of Civil Procedure, whereby Gregory Alan Pierce, Jared Adam Pierce, Donna Carol Moore (the surviving adult children of Doyle E. Pierce), and Queen Dorothy Amolo Pierce (the surviving widow of Doyle E. Pierce), entered into a Private Family Agreement pursuant to *S.C. Code Ann.* § 62-3-912 in connection with the Estate of Doyle E. Pierce. The parties placed their agreement on the record before the Court and all acknowledged their agreement. Therefore, it is hereby **Ordered and Adjudged** as follows:

1. **Distributions to Parties**. The Decedent's assets shall be distributed to Gregory Alan Pierce, Jared Adam Pierce, Donna Carol Moore, and Queen Dorothy Amolo Pierce as more fully described in Exhibit A.
2. **Dismissal of Appeals**. Within ten (10) days of the date of this Order, Queen Dorothy Amolo Pierce shall withdraw and dismiss, with prejudice, the appeals pending in the South Carolina Court of Appeals, Appellate Case No.: 2021-001552, and in the Oconee County Court of Common Pleas, Case No. 2023-CP-37-00685.
3. **Estate Debts**. Within thirty (30) days of the date of this Order, Queen Dorothy Amolo Pierce shall pay, in full, the indebtedness to Davenport Funeral Home for funeral expenses and reimburse Adam Lee, Esq., for 2022 real property taxes paid by his law firm in the approximate amount of $3,000.00. Within sixty (60) days of the date of this Order, Queen

Dorothy Amolo Pierce shall reimburse Donna Carol Moore for the amount paid by Donna Carol Moore in the amount of $13,120.36 paid by Donna Carol Moore to pay off the mortgage indebtedness with Blue Ridge Bank.

4. **Estate Expenses Paid by Personal Representative**. Any personal expenses owed to Queen Dorothy Amolo Pierce by the Estate or any other party to this Agreement shall be considered paid in full.

5. **Cash Payments to Parties**. Queen Dorothy Amolo Pierce shall pay to Donna Carol Moore the $10,000.00 cash payment described in Exhibit A within sixty (60) days of the date of this Order.

6. **Removal of Items**. All parties are required to obtain their items or personal property, as detailed on Exhibit A, within thirty (30) days of the execution of this Agreement. All parties will be provided access to retrieve any such personal property upon reasonable notice. The cost of removal of items, transportation, and delivery of the property shall be borne by the respective parties. The estate shall not be responsible for any cost related to the removal of distributed items from the Estate.

7. **Transfer of Titles, Recording of Deeds, and Easements**. Queen Dorothy Amolo Pierce shall be responsible for employing a qualified real estate attorney to prepare necessary Quit Claim Deeds for the transfer of real property as more specifically set forth in Exhibit A. Each party shall be responsible for their pro rata share of the deed preparation costs and recording fees. If required, each party shall provide ingress/egress easement across their property in the event any other party does not have access from their property to a public roadway. The easement shall be located for access to the closest public roadway and located in the least obtrusive place as possible on the servient estate property. Any party

possessing an ingress/egress easement as the dominant estate across the property of another party shall be equally responsible for the cost of maintenance of the easement area. The cost of recording deeds and transfer of the property titles will be borne by each party. Each Party shall be solely responsible for the payment of any tax associated with their inheritance, if any.

8. **Tenant of Mobile Home Located at 745 Mourning Dove Lane**. Within sixty (60) days of the execution of this Agreement, Gregory Alan Pierce must make sure that:
    a) The tenant of such property, Samantha Leigh, vacates the mobile home located at 745 Mourning Dove Lane; and,
    b) Confirm all utility bills are up to date and paid in full before vacating the Mobile home; and,
    c) Clean the interior of the mobile home before vacating.
9. **Legal Fees.** All parties shall bear his or her own individual attorneys' fees and expenses.
10. **Release of Interest in Real Property.** The parties hereby agree, that in consideration of the real property to be received as listed on Exhibit A, each party does remise, release, and forever quit-claim any interest, right, or title he or she may have in and to the real property to be conveyed to the other individual parties as listed on Exhibit A.
11. **Future Documents**. The parties shall sign all additional documents reasonably necessary in the future to fully effectuate this Agreement, including, but not limited to, releases, closing statements, deeds, receipts, accountings, tax returns, etc. All parties shall sign any remaining documentation necessary to close the Estate.
12. **Mutual Release.** This clause does not release any party named in lawsuits number: 2022-CP-3700108 and 2022-CP-3700182, respectively, from any part of the legal process,

liability, actions and causes of action, demands, allegations, damages, and any and all other liabilities and obligations related to the lawsuits. Except as to the enforcement of this Agreement:

a. Each party does hereby remise, release and forever discharge the Estate, the Personal Representative (both individually and in her fiduciary capacity), the Special Administrator (both individually and in his fiduciary capacity), each other beneficiary of the Estate, and their respective subsidiaries, agents, predecessors, attorneys, officers, managers, employees, successors and assigns, heirs and devisees, spouses and personal representatives (collectively, the "Released Parties") from any and all claims, counterclaims, setoffs, actions and causes of action, suits, arbitration, demands, allegations, warranties, rights, damages and any and all other liabilities and obligations asserted or unasserted, established or unestablished, determined or undetermined, proven or unproven, absolute or inchoate or contingent which such party may have had or may have now, up to and including the date hereof, against the Released Parties, arising directly, indirectly, derivatively or in any other manner arising out of or otherwise related to any act or omission of the Released Parties in connection with the Estate or the administration thereof or in any manner related to any relationship or dealings, contractual or otherwise, between such party and any or all of the Released Parties or any of their subsidiaries, agents, predecessors, attorneys, officers, managers, employees, successors and assigns, heirs and devisees, spouses and personal representatives in connection with the Estate or the administration thereof.

b. Each party hereby acknowledges and agrees that the release granted in this Section 13 (the "Release") is a general release and further expressly waives and assumes the risk

of any and all claims for damages which exist as of this date but of which the such party does not know or suspect to exist, whether through ignorance, oversight, error, negligence, or otherwise, and which, if known, would materially affect such party's decision to enter into this Agreement. Each party further agrees that it has accepted payment of the sums or bequests specified in this Agreement as a complete compromise of matters involving disputed issues of law and fact and it assumes the risk that the facts or laws may be otherwise than it believes. It is understood and agreed by the parties that this settlement is a compromise of a doubtful and disputed claim, and payment is not to be construed as an admission of liability on the part of any other party, by whom liability is expressly denied.

c. The parties shall dismiss, with prejudice, all actions pending with respect to the Estate, except for the probate administration of the Estate in the Probate Court, which shall continue to be administered in accordance with the terms of this Order.

13. **Administration of the Estate After Entry of this Order.** All parties agree that.

a) Queen Dorothy Amolo Pierce shall oversee the distribution of assets to the beneficiaries and further make sure the estate debts and obligations are successfully paid before the estate is closed.

b) Queen Dorothy Amolo Pierce shall act as Personal Representative of the Estate of Doyle Elton Pierce until all pending estate matters are resolved, and the estate is officially closed. Queen Dorothy Amolo Pierce will incur her own expenses incurred in the administration of the Estate, except as otherwise provided.

14. **Right of Notice of Auction**. Queen Dorothy Amolo Pierce shall be authorized to schedule an auction to sell any remaining assets of the Estate not distributed hereunder. All parties

shall be given a ten (10) day notice of the date of any auction to sell the assets of the Estate not distributed hereunder.

15. **Trash Disposal**. Queen Dorothy Amolo Pierce may allow Donna Carol Moore and Gregory Alan Pierce the option to obtain any items she intends to give away for free or haul away as trash to the landfill after the auction. The timeline for the removal of these items will be determined by mutual agreement. If the parties cannot agree, the Court will determine the dates(s) and time(s).

16. **Notices**. Any written notice required by or related to this Agreement shall be deemed to have been delivered when deposited into the US Mail, postage prepaid, and addressed as follows:

Gregory Alan Pierce:

638 Zion Church Rd, Easley SC. 29642

Jared Adam Pierce:

C/O Metallityö Vainio Oy

Parkatintie 38, 74120 Lisalmi, Finland-Suomi.

Donna Carol Moore:

149 Flat Rock Church Rd, Liberty SC 29657.

Queen Dorothy Amolo Pierce:

750 Mourning Dove Lane, Seneca, SC. 29678

Each party shall notify all other parties in writing of his or her address changes.

IT IS SO ORDERED!

Dated this 12 day of October, 2023

HON. DANNY SINGLETON
Judge, Oconee County Probate Court

Exhibit A

GREGORY ALAN PIERCE:

1. 16.07 acres of land which is a part of Cedar Hill Farm
2. F350 1970 Ford Truck
3. Simmons Road, measuring 0.04 acre.
4. Belarus tractor beside silver shed.
5. 4 cattle body pieces
6. Two Old Acetylene torches
7. Old Electric Welder
8. Old Small wood heater
9. Red toolbox

JARED ADAM PIERCE:

1. 8.86 acres of Land which is a part of Cedar Hill Farm
2. 2 guitars with amps
3. 20 guns with their ammunition

DONNA CAROL MOORE:

1. 3.30 acres of land and .60 acres of land all adjacent to Cedar Hill Farm for a total of 3.90 acres.
2. $10,000.00, payable by Queen Dorothy Amol Pierce within sixty (60) days of the date of this Court's Order
3. Jubilee 1953 Ford tractor with its Bush Hog
4. Cutaway Harrows
5. Scarfire
6. Disc Plow
7. Small Backhoe (This backhoe is different from the bigger backhoe that is used with a Ford 3236 Tractor- It's not guaranteed that this item is located on the Estate property)

QUEEN DOROTHY AMOLO PIERCE:

1. Three-bedroom Brick home on 750 Mourning Dove Lane with
2. Land measuring approx. 33.36 Acres of land from the main farm
3. Woods Lots #7, 8, 10, and 15 on Oak Ridge Road
4. Oak Ridge Road measuring 1.66 acres (liability)
5. 3200 sq. ft. Warehouse on 708 Mourning Dove Lane
6. Mobile Home located on 745 Mourning Dove Lane

7. Two small guns with ammunition
8. Motor Vehicles Not taken by other beneficiaries.
9. All the residue of the estate of Doyle Elton Pierce which has not otherwise been taken by any beneficiary or auctioned to pay estate debts.

EXHIBIT F

STATE OF SOUTH CAROLINA	)	IN THE PROBATE COURT
	)	
COUNTY OF OCONEE	)	Case No.: 2020ES3700532
	)	
IN THE MATTER OF:	)	
DOYLE E. PIERCE	)	
DECEASED,	)	
	)	

AMENDED ORDER AFFIRMING PRIVATE FAMILY AGREEMENT

THIS MATTER came before the Court on October 11, 2023, pursuant to Rule 43(k), South Carolina Rules of Civil Procedure, whereby Gregory Alan Pierce, Jared Adam Pierce, Donna Carol Moore (the surviving adult children of Doyle E. Pierce), and Queen Dorothy Amolo Pierce (the surviving widow of Doyle E. Pierce), entered into a Private Family Agreement pursuant to *S.C. Code Ann.* § 62-3-912 in connection with the Estate of Doyle E. Pierce. The parties placed their agreement on the record before the Court and all acknowledged their agreement. Therefore, it is hereby **Ordered and Adjudged** as follows:

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Jared Adam Pierce:

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Parkatintie 38, 74120 Lisalmi, Finland-Suomi.

Donna Carol Moore:

149 Flat Rock Church Rd, Liberty SC 29657.

Queen Dorothy Amolo Pierce:

750 Mourning Dove Lane, Seneca, SC. 29678

Each party shall notify all other parties in writing of his or her address changes.

IT IS SO ORDERED!

Dated this 17 day of October, 2023

HON. DANNY SINGLETON
Judge, Oconee County Probate Court

Exhibit A

GREGORY ALAN PIERCE:

1. 16.07 acres of land which is a part of Cedar Hill Farm
2. F350 1970 Ford Truck
3. Simmons Road, measuring 0.04 acre.
4. Belarus tractor beside silver shed.
5. 4 cattle body pieces
6. Two Old Acetylene torches
7. Old Electric Welder
8. Old Small wood heater
9. Red toolbox

JARED ADAM PIERCE:

1. 8.86 acres of Land which is a part of Cedar Hill Farm
2. 2 guitars with amps
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QUEEN DOROTHY AMOLO PIERCE:

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7. Two small guns with ammunition
8. Motor Vehicles Not taken by other beneficiaries.
9. All the residue of the estate of Doyle Elton Pierce which has not otherwise been taken by any beneficiary or auctioned to pay estate debts.

to restrain me and that was illegal anyway, but I was the one meeting all the bills. I paid to court with all the bills.

Judge: [00:18:47] We're going to stop there. At this point in time, it's not been determined whether it's illegal or legal or not. It's in the Court of Appeals. That would be their job to determine what Judge Rice did in that matter. The only thing I can go is go from there and beyond. I've got no business going back changing that order. If the Court of Appeals sees fit, if they choose to overturn it, then they overturn it. If they don't, then we're right back where we're at.

[00:18:47] The only thing I'm trying to determine is if you or anyone else is willing to go back to that original agreement because in the end, if the will is determined through the Court of Appeals to be invalid, I'm not going to argue this case much longer. If I have to, every bit of it will be sold and divided. It's simple. If you're not wanting to update and maintain the property, that was the authority of the Special Administrator. He had the authority to do that.

Pierce: [00:19:44] I was doing it.

Judge: [00:19:45] Ma'am?

Pierce: [00:19:46] I was doing it.

Judge: [00:19:47] You had an issue with allowing others to do it if you didn't have the means. The law office was either-- they were going to attempt to put proceeds into it to build up the value of the property through the Special Administrator.

Pierce: [00:20:00] You don't know, you've been talking about new things that never happened.

Judge: [00:20:04] No, ma'am. I'm talking about the last hearing that we had, trying to settle it, to have an agreement to where everyone could have access to the property because everyone is losing, every day that goes by, if the property's deteriorating, everybody's losing, including you.

Pierce: [00:20:21] Do how that happened? When Jack Rice last year restrained me, then put Adam Lee-- Adam Lee lives in Granville.

Judge: [00:20:30] Where do you live at?

Pierce: [00:20:32] I live here in a **[unintelligible 00:20:33]** .

Judge: [00:20:34] Do you also have a home in Granville?

Pierce: [00:20:36] I am now not having any home in Granville anymore.

Judge: [00:20:39] You don't?

Pierce: [00:20:39] No. I am fully on the estate.

residue left of 750 Morning Dub Lane that was not taken by the beneficiaries.

Judge: [00:30:17] Let me ask today, are you still in agreement with that original agreement?

Moore: [00:30:22] The only difference I had requested was it was 3.3 and and a 0.6 acre besides-- [crosstalk] That was all.

Judge: [00:30:34] Let me ask you this. Would you consider going back to the original agreement? You got a right to tell me no. Everybody's got a right to tell me no. Would you agree to go back to the original agreement that everybody agreed on? Because one thing, now, the attorney Mr. Lee, has agreed that he's not going to charge any fees. He's just going to get reimbursed for his cost only. What I'm telling you, everybody, if the will is determined invalid by the court of appeals, everybody's going to lose. Because I'm not going to argue over property. I'll just order it to be sold and divided. We're not going to argue.

[00:30:34] Now, today is the day. If everybody wants to agree to something, let's get it done. Let's get it over with. I promise you, no way I might be making no threat, but for each one of you all for the attorneys, don't think everybody's doing it. If, ma'am, you go back and you get you another attorney, would you have a right to do that at any point in time? Everybody's just collecting billable hours or more time into it more stress, more aggravation. All right, would everybody just agree to go back to the original agreement? That's just a yes or no.

Moore: [00:31:42] I had requested the 3.9 acres.

Judge: [00:31:45] You're not going to go back to the original agreement?

Moore: [00:31:47] That was the only addition I wanted.

Judge: [00:31:49] That's my question. What you're saying you're not going to go back to original agreement.

Judge: [00:31:55] Again, when we discussed it, she wasn't going with the original agreement.

Judge: [00:32:01] Well, hold on.

Pierce: [00:32:03] I am willing to go back with the original fees.

Moore: [00:32:06] Take no fees.

Pierce: [00:32:08] And take no fees if you're willing to go back to the original the way it was. I sent the judge a copy of it, and then we will end everything.

Judge: [00:32:16] Today, I'm telling you, again, the court is not in the business making threats. Then I don't want to be no more in your personal lives than I need to

be. Probate court is supposed to be the people's court. We're supposed to work with people. That's what we're trying to do. When you got three different groups that's not going to work together, then the court's good. That's what the court's for. When somebody is not in agreement and the court decides, what's the easiest thing for the court to do, if we'll come back and it's invalid, I'm not going to argue in bits and pieces.

[00:32:16] I'm just going to order it to be sold and just give everybody the money. The thing about it, the value that you have now may be worth more than when it's sold by the time it's divided up, because by the time it takes to either improve and get the property sold, you don't know what's going to happen with the market. I don't think the market is going to go up anymore. We're in a bad economy now. It's going to start going down. The longer everybody waits and being able to get sold, then everybody's going to lose. If that's what happens. I'm no financial guru by no means. You check my bank account. I can prove that. All right?

[00:32:16] What I'm telling you, I'm not that much of a dummy that we're in a bubble. It's about to bust. When it does that, everything's going to fall. I'm not going to argue about tractors, trailers, trucks, farm equipment. If you all go back to the original agreement, if everybody agreed to, it could be settled today. Ms. Pierce, you're telling me you're willing to go back to the original agreement [crosstalk] and you're not trying to go all this other stuff seeking your attorney fees? Mr. Pierce here, he has attorney fees. His brothers have them. Ms. Moore has a lot of time brought into.

[00:32:16] At the end of day, a man died. At the end of the day, he died. He's no longer here. He left his earthly belongings here. Whether y'all can agree with it or not, it's going to either go to somebody or it's going to rust, or it's going to just fall apart. All right? If you want to recoup anything, today is the day to do it. Ms. Pierce, you're in agreement to go back to it? Mr. **[00:34:30]** , you're in agreement to go back to it, is that correct?

Gregory: [00:34:31] No, it's not in its entirety.

Judge: [00:34:32] What is not in its entirety?

Gregory: [00:34:34] The addition to the three points. Every time we tried to make an agreement, it wound up being just a ruse all the way up to the last order. You made me out there cleaning, doing exactly what I said I'd do, and all of a sudden, that gate locked back for whatever reason, just like that. Now, the addition to the extra three acres of land, my grandpa, my mom and dad bought X amount of property there where it sits. That other belonged to my grandpa, belonged to my uncle. It's been there for several generations.

[00:34:34] [crosstalk]

Judge: [00:35:14] Let me ask you, how many acres is that you're in question? 3.1-

Moore: [00:35:17] [unintelligible 00:35:17] Separate deeds. 3.3 and 0.6. it's 3.9

McDuff: [00:37:17] It's not that easy, Judge, because there are different values for the--

Judge: [00:37:20] There are different values. Hold on, Ms. Pierce, you're getting the home, which has a lot more value than the land.

Pierce: [00:37:29] I have expenses. Your honor, the only reason they're giving me that home is because of my expenses. I brought my expense. Maybe let's go through the expenses.

Moore: [00:37:39] Diamond. **[unintelligible 00:37:40]** .

Judge: [00:37:42] Hold on.

Pierce: [00:37:43] Because of my expenses?

Judge: [00:37:44] All right, we're hung up. Over 3.9 acres. You're going to have 30-something. They're going to share 30-something, plus you get the home. You get the large building that has.

Judge: [00:37:53] The problem is that Donna wants additional $20,000. That means she was the--

[00:37:53] [00:37:58]

Moore: That was not additional. [crosstalk]

Pierce: [00:38:00] Original agreement would give you cash instead of land. Now, you want more land on top of cash--

[00:38:00] [00:38:08]

Moore: Because we're still giving. You so much more. [crosstalk]

Judge: [00:38:13] All right, stop. You all communicate with me, okay? Just stop. You're getting 20,000 to begin with. I'm going to ask maybe once, twice more, and then we're going to be done. I've got other things to do, Mr. McDuff, I'm sure you folks have other things to do. Today's the day to settle. I'm telling you, if it don't get worked out, we'll come back, and if it's invalid from the court of appeals, the property is going to be sold. I'm not arguing over all this stuff, okay? It will be sold. All right.

McDuff: [00:38:46] Judge, the other thing I have to add that we haven't addressed yet is that kind of the thing, the domino that must fall is that appeals got to get dismissed and we deal with an intestate estate. If we don't hit that point, the will makes specific devices to three minor children in Uganda, cash payment devices. The court is going to be faced with now, to protect their interests, appointing guardians for each one of those children.

[00:38:46] If we continue to contest this will and go back and forth, I don't think the

court's going to have any choice but to appoint guardians for these three children because they're named in the will. The first domino that's got to fall is this appeal. We got to get past that to be able to divide the estate up. I can't tell these folks what to do. I'm just telling them that that's going to be an added layer of expense to the estate and who's going to pay for it.

Judge: [00:39:47] That's part of my issue in that if it's settled today, going back to original agreement, as you stated before, an original agreement, that you would drop your appeal. All right? I'm not going to force you to drop an appeal.

Moore: [00:39:59] I will drive my truck with the original agreement.

Judge: [00:40:02] Now we're arguing over 3.9 acres?

Pierce: [00:40:06] Yes. The reason I was giving Donna all the money-

Gregory: [00:40:09] This land that and I my brother would be taking part of, is all witnessed, not because I said so, because it marked on the plan that we get flat bottom land right up again Conrell Creek. Conrell Creek **[unintelligible 00:40:26]** the property line, runs all the way down to the **[unintelligible 00:40:30]** plan. **[unintelligible 00:40:32]** it backs up again William Pierce.

Judge: [00:40:36] Ms. Pierce, how long was you married to Mr. Pierce?

Pierce: [00:40:39] Two years, eight months.

Judge: [00:40:41] Two years, eight months?

Pierce: [00:40:42] Yes.

Judge: [00:40:44] Love's love. Don't matter how long you married or whatever, but at the end of the day, two years, this has drag out longer than you've been married to him. Correct?

Pierce: [00:40:59] That's right.

Judge: [00:40:59] Today it can get settled over 3.9 acres of land, over 3.9 and everybody else has gotten 30 plus acres with the exception of Ms. Moore. If the will is determined to be invalid and say if the property is sold, Ms. Moore's going to get much more than $20,000 and 3.9 acres. She's going to get a percentage-

Pierce: [00:41:28] Greg is going to get less.

Judge: [00:41:30] Ma'am?

Pierce: [00:41:30] Greg is going to get less. Right now Greg is getting 16 acres of land.

Judge: [00:41:34] There again, it doesn't matter. It's going to be divided, 50, and

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NOTICE OF APPEAL IN A CIVIL CASE

THE STATE OF SOUTH CAROLINA

In The Court of Common Pleas

APPEAL FROM OCONEE COUNTY PROBATE COURT

Danny Singleton, Probate Judge

Case No: 2020ES3700532

Dorothy Pierce, Appellant
V.
Donna Carol Moore, Gregory Allan Pierce, Jared Adam Pierce

NOTICE OF APPEAL

Appellant, Dorothy Pierce Proceeding Pro se appeals the order judgment of Honorable Danny Singleton dated October 12,2023. Appellant received a written notice of entry of this order on October 12, 2023, via an email from the Probate Court's website.

Signed and dated this October 13, 2023

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

Other Counsel of Record:
Richard H. McDuff, Esq. Merrell, Jahn & McDuff,
P.A.119-B Professional Park Drive, Seneca, South Carolina 29678.

Donna Moore (Pro se): 149 Flat Rock Church Rd, Liberty SC 29657

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MELISSA C. BURTON
CLERK OF COURT

2023 OCT 24 A 10:53

NOTICE OF APPEAL IN A CIVIL CASE

THE STATE OF SOUTH CAROLINA

In The Court of Common Pleas
2023-CP-37-00794

APPEAL FROM OCONEE COUNTY PROBATE COURT

Danny Singleton, Probate Judge

Case No 2020ES3700532

Dorothy Pierce, Appellant
V.
Donna Carol Moore, Gregory Allan Pierce, Jared Adam Pierce

AMENDED NOTICE OF APPEAL

Appellant, Dorothy Pierce Proceeding Pro se appealed the order judgment of Honorable Danny Singleton, the Oconee probate Court Judge dated October 12, 2023 on October 13, 2023, with the Circuit Court of Oconee County. On October 17, 2023, the probate court amended its order. Appellant received a written notice of entry of the amended order on October 17, 2023. Appellant has Amended her Notice of Appeal to include the Probate Order dated October,17 2023.

Signed and dated this October 24, 2023

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

Other Counsel of Record:
Richard H. McDuff, Esq. Merrell, Jahn & McDuff,
P.A.119-B Professional Park Drive, Seneca, South Carolina 29678.

Donna Moore (Pro se): 149 Flat Rock Church Rd, Liberty SC 29657

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NOTICE OF APPEAL IN A CIVIL CASE

THE STATE OF SOUTH CAROLINA

In The Court of Common Pleas
2023-CP-37-00794

APPEAL FROM OCONEE COUNTY PROBATE COURT

Danny Singleton, Probate Judge

Case No: 2020E5370053Z

Dorothy Pierce, Appellant
V.
Donna Carol Moore, Gregory Allan Pierce, Jared Adam Pierce

PROOF OF SERVICE

I hereby certify that, on October/24/2023, a copy of the foregoing Amended Notice of Appeal was filed in this court. I further certify that on the said date, a copy of the foregoing Amended Notice of Appeal was served electronically to the following:

Other Counsel of Record:
Richard H. McDuff, Esq. Merrell, Jahn & McDuff,
P.A.119-B Professional Park Drive, Seneca, South Carolina 29678.

Donna Moore (Pro se): 149 Flat Rock Church Rd, Liberty SC 29657

Respectfully Submitted,

Dorothy Pierce, Appellant, pro se.

FILED OCONEE COUNTY, SC
MELISSA C. BURTON
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NOTICE OF APPEAL IN A CIVIL CASE
THE STATE OF SOUTH CAROLINA
In The Court of Common Pleas
2023CR3700794

APPEAL FROM OCONEE COUNTY PROBATE COURT

Danny Singleton, Probate Judge
Case No 2020ES3700532

Dorothy Pierce, Appellant
V.
Donna Carol Moore, Gregory Allan Pierce, Jared Adam Pierce

SECOND AMENDED NOTICE OF APPEAL

Appellant, Dorothy Pierce Proceeding Pro se appealed the order judgment of Honorable Danny Singleton, the Oconee probate Court Judge dated October 12, 2023, on October 13, 2023, with the Circuit Court of Oconee County.

On October 17, 2023, the probate court amended its order. Appellant received a written notice of entry of the amended order on October 17, 2023. Appellant Amended her Notice of Appeal to include the Probate's Amended Order dated October,17 2023 on October 24, 2023.

In retaliation to Appellant's Amended Notice of Appeal, Judge Danny Singleton made additional orders as follows:

On November 02, 2023, the Probate Court issued another order arising out of the amended order dated October 17,2023 titled "order of Civil Contempt. Appellant Appeals this order.

On November 02, 2023, the Probate Judge Danny Singleton Issued another order arising out of the Amended order dated October 17, 2023, removing Appellant as Personal Representative. Appellant Appeals this order.

Signed and dated this November 03, 2023

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

Other Counsel of Record:
Richard H. McDuff, Esq. Merrell, Jahn & McDuff,
P.A.119-B Professional Park Drive, Seneca, South Carolina 29678.

Donna Moore (Pro se): 149 Flat Rock Church Rd, Liberty SC 29657

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NOTICE OF APPEAL IN A CIVIL CASE

THE STATE OF SOUTH CAROLINA

In The Court of Common Pleas
2023CP3700794

APPEAL FROM OCONEE COUNTY PROBATE COURT

Danny Singleton, Probate Judge

Case No: 2020ES3700532

Dorothy Pierce, Appellant
V.
Donna Carol Moore, Gregory Allan Pierce, Jared Adam Pierce

PROOF OF SERVICE

I hereby certify that, on November 03, 2023, a copy of the foregoing Second Amended Notice of Appeal was filed in this court. I further certify that on the said date, a copy of the foregoing Second Amended Notice of Appeal was served electronically to the following:

Other Counsel of Record:
Richard H. McDuff, Esq. Merrell, Jahn & McDuff,
P.A.119-B Professional Park Drive, Seneca, South Carolina 29678.

Donna Moore (Pro se): 149 Flat Rock Church Rd, Liberty SC 29657

Respectfully Submitted,

Dorothy Pierce, Appellant, pro se.

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APPEAL BRIEF IN A CIVIL CASE

THE STATE OF SOUTH CAROLINA

In The 10th Circuit Court

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APPEAL FROM OCONEE COUNTY PROBATE COURT

The orders of Danny Singleton, Probate Court Judge

CASE NO:2023-CP-3700794

Dorothy Pierce, Appellant,

V.

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

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APPEAL BRIEF OF APPELLANT

November 29, 2023

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COMES NOW Appellant Dorothy Pierce, hereby submits this Appeal Brief and Memorandum of law in support of Appellant's timely filed Notice of Appeal, Amended Notice of Appeal and Second Amended Notice of Appeal in the 10th circuit Court. All parties were properly served.

I. JURISDICTION

The circuit court has Jurisdiction and a broad standard of review for this Appeal pursuant to S.C/ Code 18-7-170 which states:

> Upon hearing the appeal, the (Circuit Court) shall give judgment according to the justice of the case, without regard to technical errors and defects which do not affect the merits. In giving judgment, the court may affirm or reverse the judgments of the court below, in whole or in part, as to any or all the parties and for errors of law or fact.

II. STANDARD OF REVIEW

Appeal from the probate court is governed by the provisions of the South Carolina Probate Code. See Howard v. Mutz, 315 S.C. 356, 434 S.E.2d 254 (1993). The probate code provides that a final order or decree of the probate court may be appealed to the circuit court. S.C.Code Ann. § 62-1-308(a) (Supp.1996). The circuit court must hear and determine the appeal "according to the rules of law." S.C.Code Ann. § 62-1-308(d) (1987). This phrase means according to the rules governing appeals. Howard, 315 S.C. at 360, 434 S.E.2d at 257. On appeal from the final order of the probate court, the circuit court should apply the same standard of review that this court would apply on appeal. Id. The determination of the standard of review by an appellate court of matters originating in the probate court is controlled by whether the cause of action is at law or in equity. Dean v. Kilgore, 313 S.C. 257, 437 S.E.2d 154 (Ct.App.1993). To make this determination, the appellate court must look to the essential character of the cause of action alleged by the Appellants in the court below. Id. 437 S.E.2d at 155. If the essential nature of the cause of action is legal, the action to be taken by the circuit court is controlled by its determination of whether or not there is any evidence to support the factual findings of the court below. Id.

III. STATEMENT OF ISSUES ON APPEAL

1. Was The Private Family Settlement Order Executed In Compliance With SCRCP; Rule 43(k)?
2. Did the Personal Relationship Between Judge Singleton and The Respondents, And The Unfair Actions Against The Appellant, Constitute Judicial Misconduct Under South Carolina Law?
3. Did The Judge Violate Appellant's Due Process Rights When He Retaliated Against Appellant for Filling an Appeal?
4. Did The Judge Violate Appellant's Right to Property When He Threatened To Kick Appellant Out Of Her Residence Through A Newly Appointed Special Administrator?
5. Did The Judge Violate Appellant's Rights To Fair Hearing And Due Process When He Repeatedly Mentioned That "When Appellant's Appeal Is Denied?
6. Did The Judge Abuse His Discretion When He Held Appellant In Civil Contempt Without Jurisdiction?
7. Did Judge Singleton Violate The South Carolina Judicial Code Of Conduct Canon 3b (12) When He Acted As A Mediator Or Arbitrator In Settlement Negotiations?
8. Did The Probate Judge Have Jurisdiction To Amend His Order To Remove Plaintiff From Personal Representative Position After 10-Day Timeline Under SCRCP Rule 59(E)?
9. Did The Probate Judge Violate Family Agreement When He Interrupted And Stopped The Auction Without Jurisdiction?
10. Did Appellant Violate Any Term Of The Settlement Order To Warrant Her Removal From PR?
11. Did The Judge Have Jurisdiction to Amend His October 12, 2023, Order After Plaintiff Appealed It?
12. Did Judge Singleton Have Jurisdiction to Order Appellant To Withdraw Her Appeal
13. Prayer For Relief.

IV. STATEMENT OF THE CASE

Appellant Dorothy Pierce is appealing the final Judgements of the Probate Court in the above listed case to the court of common pleas in the County of Oconee.

This case concerns the validity of bad faith Family settlement orders signed by the Probate court Judge on October 12th and 17,th November 1st and 2nd, 2023. Respondents in this case entered into a bad faith settlement agreement with the sole purpose of getting Appellant to dismiss her Appeal from the South Carolina Court of Appeals by an order of the court. They had no specific interest in settling the estate fairly. Respondents in this case and Judge Singleton grew up together, attending the same schools in Seneca. Judge Singleton's father and Appellant's husband Doyle Elton Pierce shared a pasteurizer for many years. These families have been too dangerously close for the Judge to be impartial in this case where Appellant is the only outsider. In furtherance of their bad faith, Judge Singleton made the following orders while Appellant's Appeal is pending in the Court of Appeals in total disregard of Appellant's due Process rights:

a. Order affirming family settlement Agreement dated October 12, 2023.
b. Amended Order affirming family settlement dated October 17, 2023.
c. Order removing Appellant as Personal Representative dated November 01, 2023.
d. Order of Civil Contempt dated November 02, 2023.
e. Order denying Appellant's Motion to reconsider dated November 09 2023. Appellant hereby Appeals this Order.

The Appellant subsequently filed and **served timely Notice of Appeal and Amended Notices of Appeal with Circuit Court as follows:**

a) On October 13, 2023, appellant filed an initial Notice of Appeal on order affirming family settlement Agreement dated October 12, 2023.

b) On October 24, 2023, Appellant filed an amended Notice of Appeal on Amended Order affirming family settlement dated October 17, 2023.

c) On November 04, 2024, Appellant filed a second amended Notice of Appeal on Order removing Appellant as Personal Representative dated November 01, 2023, and order of Civil Contempt dated November 02, 2023, both arising out of the October 17, 2023, order.

d) Order denying Appellant's Motion to reconsider dated November 09 2023. Appellant hereby Appeals this Order in this filing.

The Private family settlement Order dated October 12, 2023, as amended on October 17, 2023, was executed purportedly pursuant to Rule 43(k) of the South Carolina Rules of Civil Procedure which guide Agreements of Counsel. SCRCP; Rule 43(k) states that: "No agreement between counsel affecting the proceedings in an action shall be binding unless reduced to the form of a consent order or written stipulation signed by counsel and entered in the record, or unless made in open court and noted upon the record or reduced to writing and signed by the parties and their counsel. However, where the parties reach a settlement agreement during a mediation governed by the South Carolina Court-Annexed Alternative Dispute Resolution Rules and the settlement agreement involves payment by an insurer, the signature of counsel retained by an insurer on behalf of the Defendant(s) or third-party administrator shall suffice in place of the signature of the insured party. Settlement agreements shall be handled in accordance with Rule 41.1, SCRCP"

Contrary to the above stipulated rules, the settlement order in this case was executed in absolute non-compliance and in total disregard of SCRCP; Rule 43(k). Appellant states the following violations that affects the validity of the Family settlement Order:

a) 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 parties could reach a settlement in the case. For SCRCP; Rule 43(k) to be implemented under Open-Court guideline, agreement must be made in open court. Agreements made on this day are not binding under SCRCP; Rule 43(k).

b) The judge **further stated during this non-open court gathering that 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.**

c) The judge clearly stated in court that the agreement would be binding once it was signed by the parties. The Judge further told the 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 Parties or the Judge. The Agreement was not executed pursuant to SCRCP; Rule 43(k).

d) 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.

e) There was no Court reporter that recorded the Proceedings to qualify the order under Open Court.

f) Several clauses were added to the final order that were not agreed upon or declared in an "Open Court" and signed by the judge without 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)

g) Appellant objected to terms of the agreement prior to its entry into the court record. The judge signed the settlement with clear knowledge that Parties had not reached an agreement and that there were serious unresolved issues.

h) The Appellant sent her own version of the order draft which included some essential clauses that would befit 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.

i) 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 appellant were disallowed by the judge in favor of the other parties except extension of deadlines to pay debts.

j) 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.

k) 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.

l) Respondent Donna Moore misrepresented the value of the 3.9 acres she would be inheriting as bottom land. The judge further talked 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. The order also removed the Appellant as personal Representative of the estate. The Appellant subsequently 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, Appellant filed an Amended Motion for a New Trial in lieu of the already filed Motion for New Trial. On or about October 1, 2021, the Now suspended Probate Court Judge Kenneth Johns conducted a hearing for Appellant's Motion for New Trial. Consequently, the Court denied the said Motion for New Trial on his last day in office as a Judge.

The Appellant filed an appeal to the circuit Court. The circuit declined to review the appeal because it was brought by the Appellant who was not an attorney. Consequently, the circuit court denied Appellant's appeal. Appellant appealed the order in the South Carolina Court of Appeals case No.2021-00155. Respondent, through his attorney, filed a motion to strike Appellant's Appeal, but it was Denied. This case is pending a determination or Oral Argument as deemed necessary by the court of appeals.

Aware of the above pending appeal, In July 2022, the probate judge Ashaley Rice held an illegal hearing to appoint a Special Administrator of the estate. After the hearing, the judge determined that the Appellant had in fact preserved the assets of the estate. Despite this finding, the Probate court restrained the Appellant in July 2022 for no reason and appointed Adam Lee as Special administrator. Judge Rice stated on the record that the appellant had committed no wrongdoing and preserved the estate. Judge Rice acted outside of her jurisdiction when she restrained the appellant as PR and appointed a special administrator with Plenary Powers.

Due to the pending appeal, the special Administrator could not perform his duties because he was constrained. Appellant's constant objection to the appointment of Mr. Lee aggravated Judge Danny Singleton when he took office in or about June 2023.

Adam Lee then filed a petition seeking a declaratory Judgment on several matters related to the estate of Doyle piece, most of which were outside the Probate court Jurisdiction. Appellant filed her opposition to the Adam Lee's petition stating that "the petitioner's appointment was unlawful and a violation of the appellant's due process rights. The petitioner did not have the standing to conduct any business on behalf of the estate of Doyle Elton Pierce. Petitioner had no powers whatsoever to do anything for (or in the name of) the Estate, including this filing. His position is null and void.

On October 11, 2023, during a status conference, Adam Lee resigned from his position due to difficulties in executing the assignment given to him by the probate court. This resignation came on the day Mr. Lee called for a status conference in front of Judge Danny Singleton of Oconee County Probate Court.

In the wake of Mr. Lee's resignation, Judge Danny Singleton then pressured all parties to settle the estate irrespective of the knowledge that there was a pending Appeal in the Court of Appeals. Judge Singleton initiated a settlement discussion. On the court recordings, Judge Singleton can be heard stating that these proceedings were not happening in an Open Court. Accordingly, the judge acted as the mediator/ Arbitrator during the settlement discussions.

Judge Singleton stated that if the parties didn't settle as soon as possible, he would order the sale of all estate assets and distribute cash to the parties as soon as the Appellant's appeal is denied by the Court of Appeals. The Judge made this statement more than four times

to pressure the Appellate into settling. The appellant resides at the estate, essentially threatening to sell her residence.

The judge threatened Appellant that she must understand that if there is another special administrator and if it happens to be someone else other than Appellant is appointed, the special administrator has the right to oversee the property to protect the property and if it means putting everyone out of the property, they can do that.

During the status conference, the judge exerted undue pressure on the Appellant to reach a settlement. Statements made by respondents during proceeding leads the appellant to believe there we *Ex Parte* conversations leading to this status conference. Judge Singleton's pressure led to a hurried acceptance of parts of an agreement and jeopardized the voluntariness of the agreement. There was no free will, informed decisions, or an understanding of the consequences.

The judge constantly kept his eyes on the Appellant and made comments that the Appellant's expressions were animating the court even if she was not speaking. He placed the Appellant under duress to settle the estate. When the Appellant disagreed with the parties about their demands for more shares of inheritance in monetary terms, with clear knowledge that the estate does not have any money, Judge Singleton further asked the Appellant how many years she had been married to her husband. The Appellant then responded that she had been married for two years eight months. Judge Singleton then made a comment that the estate of Appellant's husband had lasted longer than Appellant's marriage to discredit the significance of the Appellant's position in the estate. The judge repeated this comment in all the proceedings after this status conference.

Judge Singleton stated that the gathering in the court was not an Open court. It was simply a discussion to find out if parties can reach a settlement in the case. The judge further

stated in the courtroom that Parties will be signing the Family settlement Agreement. No parties signed the settlement order other than Judge Singleton.

On the same day, October 11, 2023, respondents Gregory Pierce, Donna Carol Moore and Appellant initiated a partial Settlement Agreement before Oconee County Probate Court Judge Danny Singleton. Respondent Jared Adam Pierce was absent in most of the settlement discussion. At the beginning of the second part of the conference, he was called on a video app by respondent Donna Moore for a few minutes to confirm if he would agree to his own share of the settlement under exhibit A to include: 8.86 acres of Land which is a part of Cedar Hill Farm, 2 guitars with amps, 20 guns with their ammunition. Respondent Adam Pierce was asked by the judge if he would sign the settlement Agreement with his portion of the settlement and he said yes. The Judge did not ask him if he agreed to the other clauses of the settlement agreement or if he agreed to the distribution to other heirs of the estate. Respondent Adam Pierce exited the video call shortly after that. He was not part of the rest of the discussion regarding a potential agreement. Respondent Jared Adam Pierce did not sign the settlement agreement, nor did his attorney sign on his behalf. Respondent Adam Pierce was the party that contested the Will and then fled America to Finland. Unavailable for any court or settlement Proceedings.

Overreaching, the opposing counsel for respondents Gregory A. Pierce and Jared Adam Pierce sent a draft order to the Judge and copied all parties. This draft included several clauses that were not discussed in the Judge mediated settlement that was not in open court to include but not limited to; Removal of Items, Tenant of Mobile Home Located at 745 Mourning Dove Lane, Future Documents, Mutual Release, Right of Notice of Auction, Trash Disposal, Notices. These clauses were not announced in the purported open court on October 11, 2023,

but later added to the settlement Agreement draft, typical of Mr. McDuff, which brought contention.

The draft Order further did not include provision for Parties to sign the Settlement Agreement. It only included the provision for the Judge to sign contrary to the statements made by the Probate Court during this settlement discussion in the court recording that the gathering was not an Open court. The settlement order included a plethora of clauses not discussed in the status conference. Appellant further informed all parties and the court that she disagreed with certain terms of the final order draft and informed all parties that she was preparing her submission and comments. Appellant tabled her argument to the court and the parties about the addition of new clauses not declared in the purported open court, lack of compliance with SCRCP; Rule 43(k) and informed the court that she would file an appeal immediately. Respondent's attorney sent an email to the court stating that *"An appeal will not in any way affect the settlement validly entered into between the parties. The settlement is binding and enforceable regardless of whether she appeals because it is an extrajudicial settlement."*

Mr. McDuff's statement that the settlement is binding and enforceable regardless of whether Appellant appeals because it is an extrajudicial settlement was misleading. He clearly knew that the judge lacked deep legal knowledge and used the Opportunity to mislead the Judge. Because the Judge is not an attorney, he relied on the positions of Mr. McDuff for guidance. Unfortunately, Respondents' attorney blatantly misguided the Judge, and the judge blindly followed his lead. The settlement was a Judicial order. No part of the settlement was made subject to SCRCP; Rule 43(k) because Judge Singleton mediated the settlement stating this is not open court. The judge clearly states on the court recording that it was not an open court but instead a way to find a solution to the issues regarding the Estate of Doyle Pierce.

Additionally, contentious matters not agreed upon on the floor of court were added to the final agreement. Even if some parts of the agreement were made in an open court, which according to Judge Singleton they were not, the additional clauses to the settlement agreement would require the signatures of all beneficiaries to be considered extrajudicial or binding. Furthermore, there was no meeting of minds. In this judge mediated discussion that was agreed was not in open court, the Appellant's submissions were not considered in the final Agreement. Respondents Gregory Pierce, Donna Carol Moore and Appellant discussed the skeletons of a potential Settlement Agreement before Oconee County Probate Court Judge Danny Singleton. Respondent Jared Adam Pierce was absent from the critical aspects of the settlement discussion. The settlement order was signed by Judge Singleton without any additional signatures.

Appellant sent her own version of the order draft which included one essential clause: "*No Admission of Guilt or Liability: The Parties understand and acknowledge that this Agreement constitutes a compromise and settlement of any and all actual or potential disputed claims by the beneficiaries. No action taken by any party hereto, either previously or in connection with this Agreement, shall be deemed or construed to be an admission of the truth or falsity of any actual or potential claims. By entering into this Agreement, the Released Parties make no admission that they have engaged, or are now engaging, in any unlawful conduct. The parties understand and acknowledge that this Agreement is not an admission of liability and shall not be used or construed as such in any legal or administrative proceeding.*" This clause is important to be added to a contested Estate such as this one. **Mr. McDuff as always, without taking the interest of his clients into consideration, clearly intends to use the settlement to defame the Plaintiff outside of the Probate Court Proceedings.**

Respondent's attorney assumes by settling the estate the Appellant is admitting to wrongdoing. This Is Absolutely Far from The Truth!!!!! The Will Was Set Aside Using Fraudulent Documents Produced by Respondent Jared Pierce and his Attorney Mr. McDuff and through other Illicit Means. The will gave respondents way more assets than it gave the appellant. The will was executed in accordance with South Carolina law. Appellant has zero interest in settling the estate if settling means admission of wrongdoing.

Respondents' attorney further submitted a Mutual Release clause that was ambiguous and overreaching essentially releasing everyone from all future liability. Appellant argued that a brief and concise mutual release clause needs to be added to the settlement agreement to avoid any future conflicts. Consequently, Appellant suggested her brief and concise version of the mutual release clause as follows: "Mutual Release. The Parties shall release each other from all actions, causes of action, liabilities, or claims. The parties hereby agree not to sue each other for any matter related to any matter that arose prior to the date this agreement is signed and agree not to seek damages from each other. This clause does not release any party named or discovered to be liable in lawsuits number: 2022-CP-3700108, 2022-CP-3700182, and 2023-CP-37548 respectively, from any part of the legal process, liability, actions and causes of action, demands, allegations, damages, and any and all other liabilities and obligations related to the lawsuits. Except as to the enforcement of this Agreement: The parties further agree that:

a) The parties shall not testify against the other party in lawsuits named herein or in any future litigation related or unrelated to the estate of Doyle Elton Pierce.

b) It is understood and agreed by the parties that this settlement is a compromise of a doubtful and disputed claim, and settlement is not to be construed as an admission of liability on the part of any other party, by whom liability is expressly denied.

c) The parties shall dismiss, with prejudice, all Appeals pending with respect to the Estate, except for the probate administration of the Estate in the Probate Court, which shall continue to be administered in accordance with the terms of this Order."

Respondents rejected Appellant's mutual release clause submission the court also rejected to include a concise Mutual Release clause. Appellant further tabled a necessity for proper description of her Inherited Property. The opposing party had drafted the order with inaccurate property description without taking into consideration the fact that the portion of property the appellant will inherit does not require new survey. These properties have Parcel Identifications and Tax descriptions in the Oconee County Deeds office. The Appellant requested the opposing party to include the proper description of property in an accurate manner as proposed in her submission of the draft order but opposing parties refused to make any changes. The judge also refused to accommodate these changes which did not affect any other parties other than Appellant. The Appellant additionally raised her concerns with the Court during a telephone conference, unfortunately the court does not consider that appellant is within her independent due process rights to make her submissions towards the Settlement agreement to which appellant is entitled. Appellant further made the following suggestions to the inherited Property descriptions:

a) Tract 3, Main Farmland located on 750 Mourning Dove Lane measuring approximately 21.63 acres, Parcel ID. 252-00-03-007. This Property comes with a three-bedroom Brick home.

b) The following properties are included in this Parcel ID: Woods lots 7, 8, 10, and 15 on Oak Ridge Road and Oak Ridge Road measuring 1.66 acres (This road is a liability).

c) Tract 1, Parcel ID. 252-00-03-097 measuring 3.69 acres located on 708 and 709 Mourning dove lane. This land contains 3200 sq. ft. Warehouse.

d) Tract 2, located on 745 Mourning dove lane, measuring 10 acres of land, Parcel ID: 252-00-03-098. This property comes with Mobile Trailer.

The judge refused to incorporate any of Appellant's suggestions and adopted in its entirety the draft order sent by the opposing counsel, including clauses not discussed in the estate status conference. Parties also refused to incorporate any of the Appellant's commonsense clauses and yet they expected Appellant to withdraw her Appeal from the Court of Appeals, leaving herself at the whims of a ruthless partial court that is not interested in due process rights of Appellant and parties acting in bad faith. Judge Singleton signed a settlement order on October 12, 2023, entitled; "Order Affirming Private Family Agreement" without any consideration to the rule of law or to the unresolved matters that would inevitably lead to further litigation. The settlement order as written, was not executable.

Appellant appealed the order on October 13, 2023, and notified Parties. The judge then offered to call all parties on October 16, 2023. During this phone call Judge Singleton refused all possible suggestions made by Appellant except changing the dates upon which the Appellant is to pay the debts from 30 days to 60 days and from 60 days to 90 days respectively. He further mentioned that the Appellant had litigated the husband's estate longer than Appellant's marriage to her husband. The judge ignores that fact that the Will contest was instituted by his friends, the respondents and their attorney. Appellant has just been defending herself. He does not realize

that respondent and their attorney have a calculated motive to disinherit Appellant completely from the estate. Judge Singleton amended his previous order which Appellant had appealed on October 13, 2023. The Judge's amended order was signed on October 17, 2023. At the time the Judge signed his amended order, his first order was already appealed. The judge and all the parties had clear knowledge of this. The judge no longer had jurisdiction to amend the order. His October 17, 2023, order was invalid.

The amended order removed the Mutual Release Clause in it's entirely exposing the parties to future conflicts. Appellant's attempt to explain to the judge and parties that such a hotly contested estate such as the Doyle Pierce Estate, requires a proper, direct and concise Mutual release clause. The parties refused to add a concise Mutual release clause and the Judge arrogantly stated there was no Need for that Clause. This was not for the judge to decide. Appellant explained to the judge that respondents would take their inheritance and since appellant's inheritance was mixed with that of the estate debts, these respondents would come back and claim what's left for Appellant. The judge claimed, that would not happen. The next day, while respondents put pressure to take their items out, they started making a claim on the GEICO settlement which was a residue of the estate and part of Appellant's inheritance. The contract is drafted in a way that the assets to be inherited by the appellant are not separated from the assets of the estate meant to pay debts. Appellant was concerned that all parties would take their inheritance and return to claim what's left. Furthermore, the other partes expected Appellant to use part of her inheritance to settle several future estate Obligations not mentioned in the Agreement.

Both the October 12, and 17, 2023 orders provided for the reappointing of the Appellant as a personal representative. On October 19, 2023, the probate court reappointed Appellant

Personal Representative. The judge made Appellant sign a Personal Representative Affidavit which violated the Settlement Order he had signed. Executing the Personal Representative Affidavit violated the settlement order and executing the settlement order violated the Personal Representative Affidavit. For instance, the PR affidavit stated that Appellant cannot distribute assets before the debts are paid. But the order settlement document orders Appellant to inherit the debts and all other respondents to take their items within 30 days. Respondents and their attorney McDuff started putting pressure to take their items out few days after the order was signed. The Affidavit also order Appellant to open a bank account, the order makes Appellant responsible for the debts at a personal capacity. There would be no need for opening an estate bank account.

In both settlement orders, Judge Singleton also Ordered the Appellant to withdraw her Appeal from the court of appeals Appellate case number: Appellate Case No.: 2021-001552, and the appeal she had filed prior to the Settlement discussions in Court of Common Pleas Appellate case: Case No. 2023-CP-37-00685. These appeals ordered did not include CASE NO:2023-CP-3700794 on the order of Judge Singleton dated October 12, 2023. Technically, when appellant amended her Appeal, she did not violate the already invalid order of October 17, 2023 which was part of the October 12, 2023. CASE NO:2023-CP-3700794.

The judge also ordered the Appellant to pay the debts of the estate with her own money and/or inheritance. The withdrawal of Appellant's appeal was dependent upon a properly executed settlement Agreement among Parties. In the light of disagreements and no valid Settlement Agreement, Appellant was not required to withdraw her Appeals.

Additionally, Judge Singleton ordered the Appellant to cease executing the October 17, 2023 order on October 24, 2023 prior to the deadline on the invalid order to withdraw the

appeals. The order did not include any penalty or action that would be taken in the event the appellant did not withdraw her appeal.

In both orders, Appellant is inheriting the residue of the estate assets. The order does not say the residue after all debts are paid. This means all the assets of the estate were designated to an heir in the order. There was a pending GEICO insurance settlement owed to the estate that would clearly be part of the residue. This settlement had expenses like medical and attorney fees which would be deducted from the total settlement. All parties have long been aware of this insurance settlement. After the order, the respondent heirs started claiming the GEICO settlement, which was part of the estate residue. Appellant raised the matter with the judge. Judge Singleton did not take a clear stance on the matter.

Appellant further raised more issues regarding the illegality of the order including the improper use of SCRCP; Rule 43(k), undefined assets to be used to pay the debts, ambiguous mutual release clause or lack of it, and many more. The Judge ordered the Parties to take their inheritance within 30 days before the debts were paid, which is a violation of South Carolina law. The Appellant mentioned to the judge that it was illegal to distribute assets before the debts were paid. This fell on deaf ears.

The court further ordered the appellant to auction the estate assets to pay the debts under the auction clause which states that "Right of Notice of Auction: Appellant shall be authorized to schedule an auction to sell any remaining assets of the Estate not distributed hereunder. All parties shall be given a ten (10) day notice of the date of any auction to sell the assets of the Estate not distributed hereunder." The challenge was that the court distributed everything to beneficiaries without designating assets to be sold to pay estate debts. Both the Judge and the respondents rejected Appellant's proposal to designate specific assets to pay estate debts.

Appellant had inherited all the estate debts. In the light of Judge Singleton instructing appellant to cease executing the order along with all the dubious actions of the court and other illegalities surrounding the Purported "Private family Agreement", Appellant could not withdraw her appeal from the Court of Appeal as ordered by Judge Singleton. Appellant cited that the order was a violation of her due Process right and the order did not meet SCRCP; Rule 43(k)

Appellant filed an Amended Notice of Appeal on the order of Judge Singleton dated October 17, 2023, on October 24, 2024. On this same day, within minutes of receiving Appellant's Amended Notice of Appeal, Judge Singleton threatened to remove the Appellant as personal representative in retaliation for Appellant exercising her protected right. In this purported private settlement agreement, all parties had agreed to make the Appellant Personal Representative. The Judge did not have the right to remove the Appellant whatsoever. He acted outside of his jurisdiction to threaten the Appellant when appellant raised valid concerns related to his invalid orders.

Judge Danny Singleton Sent Appellant, and all parties an angry email stating that: *"All, I am in receipt of an amended notice of appeal from Mrs. Pierce. Part of the family agreement was to withdraw all appeals. This appears to be a violation of the agreement. A hearing will be scheduled to determine what actions, if any, the court will take. Should any potential heir petition the court for the removal and placement of the current PR, please file and a hearing will be scheduled the same day" Mrs. Pierce, if it is you intent to violate the family agreement, I believe an emergency hearing needs to take place to determine if you should immediately be removed as PR"*

On the same day, the judge also angrily retaliated and harassed the Appellant's family member who had delivered the amended Notice of Appeal to his office. He stated." *Further,*

your fiancé will no longer be allowed in the probate office or lobby area. He was here with your/his child waiting on documents and he took it upon himself to interrupt a judge in the lobby while she was speaking with someone on a separate estate issue. He was offering that person legal advice on what and what not to do and even encouraged him not to listen and come outside and speak to you, that you knew all about probate and you could help him. This is illegal and giving legal advice and acting as a non-licensed attorney. For this reason, he will no longer be able to enter the probate offices and or lobby area."

Appellant sent the Judge an email stating: "*Threatening to remove me as a personal representative because I filed an appeal in retaliation is a violation of my due process rights and civil rights under the Constitution of the United States. Everything that has been threatened in the last few hours since I filed my appeal is retaliation."*

On October 24, 2023, just about 7 days before the beginning of any deadline to the Order, judge Singleton Restrained Appellant in an email which stated: "*Mr. Pierce, I would instruct you not to do anything with the estate items at the moment until a determination is made. If an estate account has not been open yet, please do not I am not restricting you in any way, this is to protect you and the estate from any liablity."* Appellant had three days left to withdraw her Appeal, if everything was resolved, which was the first deadline looming, but she was instructed to not execute the order with estate items until a determination is made. The same judge Singleton later turned around and accused Appellant of violating the Order and her Personal representative fiduciary duties when he was the one that stopped Appellant.

Judge Singleton continued to schedule a hearing Sua Sponte to remove the Appellant as personal representative for November 01, 2023, in retaliation. During the hearing to remove Appellant, without any violations whatsoever, the judge kept his eyes on the Appellant

constantly making statements that he would find Appellant in contempt. Judge Singleton further stated that "You(appellant) has litigated this case longer than you were married to the man." The judge who could not control his rage, used profanity in the courtroom that when "everybody quit b*t**ng and arguing over things....."

On this same day of November 01, 2023, the court discussed the matter of a pending GEICO insurance claim owed to the estate. The other parties then testified that they no longer had any claim on the GEICO settlement proceeds. Before the hearing, the respondents had placed extreme pressure on the Appellant regarding this settlement proceeds being divided amongst the heirs instead of the appropriate path of belonging to the estate and in the residue. Judge Singleton did not take a stance on the GEICO settlement even after the respondents stated no claim. Respondents were intentionally and maliciously obstructing appellant from executing the order. The appellant requested discussion of other pending items regarding the settlement order. Judge Singleton became visibly aggravated.

The opposing counsel Mr. McDuff made a command that he wants his clients to be allowed to remove their items immediately irrespective of the fact that the debts were not yet paid. He also stated that he wanted a new personal representative appointed to sell the personal items of the appellant as they see fit to offset the obligations of estate immediately. All these suggestions were in violation of the order and the South Carolina law. The order made appellant Personal Representative of the estate and it had just been violated. The family agreement, as a contract, binds the parties to its terms. Appellant's role as Personal Representative was stipulated in the agreement, removing her was a breach of the agreement. The parties were on the next mission of violating the South Carolina law and the judge was spearheading, together with the only attorney of law in the court room to distribute all estate assets before debts were paid.

Appellant told the opposing counsel that no one will take any assets from the estate before estate debts were settled and pending matters resolved. This angered the judge who was so unhinged on distributing appellant's husband's estate assets without following the law. While several people were talking over each other on the court recording, Judge Singleton singled out the appellant for a contempt fine of $500 or be Jailed for 30 days. The court made an illegal order finding Appellant was in civil contempt of court. At the time he found Appellant in contempt, three parties were audibly talking according to the judge's recording: the appellant, the attorney for respondents Gregory Pierce and Jared Adam Pierce, and respondent Donna C. Moore were all talking simultaneously out of turn, but the judge held Appellant alone in contempt. Furthermore, even though the respondent did not petition to have the appellant removed as PR, Judge Singleton removed Appellant from PR *sua sponte* outside his jurisdiction and asked interested parties to file a petition to become PR. With clear Knowledge that the Appellant filed an appeal, the judge continued to violate the appeals filed and made a series of hearings and orders in Violation of Appellant's due process rights.

Accordingly, Under South Carolina law, the distribution of estate assets must follow a specific order of priority. According to the South Carolina Probate Code, the personal representative of an estate is responsible for settling the estate's debts before distributing the remaining assets to the heirs or beneficiaries. Specifically, Section 62-3-805 of the South Carolina Code provides that the personal representative must pay the estate's debts in the following order: costs and expenses of administration, reasonable funeral expenses, debts and taxes with preference under federal law, reasonable and necessary medical and hospital expenses of the last illness of the decedent, debts and taxes with preference under other laws of this State,

and all other claims [S.C. Code Ann. § 62-3-805].Therefore, if the estate's assets were distributed to the heirs before settling the estate's debts, this would be a violation of South Carolina law.

Instantaneously, Appellant had Appealed Judge Singleton's October 12, 2023, order on October 13, 2023. The Court did not have jurisdiction to make another order on October 17, 2023, without the Appeal on his first order being withdrawn. The court did not have authority to make another order on October 17, 2023. This makes the order invalid. Furthermore, Even if the October 17, 2023 order was valid, the Probate judge did not have the authority to alter or amend a judgment that order removing the appellant as PR, sua sponte, once the judgment is more than 10-days-old. The judge's amended order was executed on October 17, 2023. The judge made another order removing Appellant of November 01, 2023. The actions of Jude Singleton here reflect the nature of his order being a settlement order, not an order affirming a private settlement agreement as the title of the order suggests. The interim between these orders clearly exceeded the 10-day period permitted by Rule 59(e), SCRCP. Therefore, the Probate court's order on November 01, removing Appellant after 10 days was outside the Court's time limited jurisdiction. No motion to amend the order was filed in probate court within the 10-day timeline. No motion was ever filed by the respondents to remove the appellant as PR prior to November 01, 2023.

Additionally, the probate Court Judge further held Appellant in contempt for upholding the law. The court further did not have jurisdiction to make another retaliatory order to hold Appellant in contempt because he did not have jurisdiction to hold the hearing in the first place.

Immediately after the hearing and before drafting an order to remove Appellant from Personal Representative, the court called the appellant's auctioneer instructing him to stop an auction scheduled for November 18, 2023. Auction clause was an agreement of Parties made

during the status conference. The authority to schedule an auction is a term of the agreement. The judge's action to stop the auction was violation of the agreement. The family agreement, as a contract, binds the parties to its terms. Appellant's authority to schedule an auction is stipulated in the agreement, a judge's action was an outright breach of the agreement, and there was no extenuating circumstances that justify the judge's action. These clauses formed part of the Settlement order. The fact that the court had already distributed all assets to the beneficiaries and Appellant was meant to set an auction to raise money to pay the estate debts, in her own capacity, that neither the court nor the parties had the right to stop the auction being organized by appellant to settle the debts. Organizing the auction to pay debts was not hinged on the appellant being Personal Representative because the court had illegally ordered the appellant to sell items designated to her before debts were paid, not to act as PR selling estate items.

The Probate Court violated the Settlement Agreement by canceling the auction and illegally removing Appellant from Personal Representative and finding Appellant incomplete when him and his respondent friends was breaking the law. Judge Singleton breached the settlement order without being asked by the respondents to do so. Judge Singleton was acting on his own volition out of retaliation. Appellant no longer trust the judge to make the most important decision to withdraw her most valid Appeal from the South Carolina Court of Appeals.

ARGUMENT

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

Appellant argues that the purported Private Family Settlement order was executed in non-compliance with SCRCP 43(k). Appellant states as follows:

a) At the beginning of the status conference on October 11, 2023, the judge stated that the gathering in the court **was not an Open court.** He went on to say, It was simply a discussion to find out if parties could reach a settlement in the case. For SCRCP, Rule 43(k) to be legitimate without signatures of parties, agreement must be made in open court. Agreement was not made pursuant to Open-Court guideline under SCRCP; Rule 43(k)

b) The judge further stated during this non-open court gathering that Parties would have to sign the Family Settlement Agreement. No parties signed the settlement other than the Judge.

c) 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 via a two-minute video call when respondent Donna Moore called him, 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.

d) During the judge mediated settlement, Judge Singleton put undue pressure on the appellant to settle. He did this through threats of selling the estate after the appellant's appeal is denied and by constantly diminishing the significance of the appellant's marriage with comments that Appellant's husband's estate had lasted longer than

Appellant's Marriage. The judge further talked 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. Agreements made under duress are not enforceable under SCRCP; Rule 43(k)

e) The judge stated that Parties would not be able to move on until appeal is withdrawn and that all Parties could go on and sign the agreement and when signatures were executed, appellant could withdraw her Appeals. However, the settlement was drafted inform of an order and signed only by Judge Singleton. The respondent's attorney attempted to bring up SCRCP; Rule 43(k)) several times but parties did not adopt it. Judge Singleton did not ever disclose that this discussion was an open court and waited until the last two minutes then judge said agreement will be executed pursuant to SCRCP; Rule 43(k). Considering that one of the parties was not available in court for the whole agreement, 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.

f) The Judge further told the respondent Jared Adam Pierce before he exited the unknown video 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 Agreement was not executed pursuant to SCRCP; Rule 43(k).

g) The judge stated that if the parties didn't settle as soon as possible, he would order the sale of all estate assets and distribute cash to the parties as soon as the Appellant's

appeal is denied by the Court of Appeals. The Judge made this statement several times. This violates SCRCP; Rule 43(k) by putting the appellant in duress over the future of her home and Appeal. Furthermore, Judge Singleton negatively predicted the outcome of the Appellant's Appeal's case without knowing any of its evidence.

h) This pressure led to a hurried acceptance of the agreement and jeopardized the voluntariness of the agreement. There was no free will. The judge constantly kept his eyes on the Appellant and made comments that the Appellant should **"stop animating the court"**. He placed the Appellant under duress to settle the estate through intimidations. When the Appellant disagreed with the parties about their demands for more shares of inheritance in monetary terms with clear knowledge that the estate does not have any money, Judge Singleton further asked the Appellant how many years she had been married to her husband. The Appellant then responded that she had been married for two years and eight months. Judge Singleton then made a comment that the estate of Appellant's husband had lasted longer than Appellant's marriage. The judge repeated this comment in all the proceedings after this status conference. These proceedings did not meet the requirements of SCRCP; Rule 43(k).

i) When the Opposing Counsel drafted the order, several clauses were added to the final order that were not discussed in the non-open court gathering and signed by the judge without 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)).

j) Appellant objected to terms of the agreement prior to its entry into the court record. The judge signed the settlement with clear knowledge that Parties had not reached an

agreement and that there were serious Unresolved issues. The purpose of 43(k) is to avoid disputes. This settlement order sets up a monstrosity of future litigation.

k) The Appellant sent her own version of the order draft adding some common-sense clauses that would befit a contested estate before the agreement was set on the court record. These additions were rejected by the Court and parties to the settlement. 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 appellant were disallowed by the judge in favor of the other parties except extension of deadlines to pay debts.

l) During proceedings, it became clear that Judge Singleton was aware of facts regarding the appellant's personal life that were not discussed in any shared format. It is believed that Judge Singleton participated in *Ex Parte* conversations with the respondents and/or their attorney. For Instance the judge asked Appellant if she still lived in Greenville, not Seneca. It's not the court's responsible to be invested in the personal lives of parties to litigation. . He even stated that he is aware that the appellant has zero interest to settle about anything. There was no time before this judge that appellant can recall discussing settlement.

m) The judge breached the Agreement before executing could begin. He Restricted appellant from proceeding, removed Appellant without jurisdiction and Stopped the auction. When Judge Singleton acted Sua Sponte to remove the appellant as PR, two things became clear. First is that the purported settlement agreement was really an order held at the whims of Judge Singleton. Second, that Judge Singleton is willing to

act in direct violation if his own order, Appellant's due process rights, procedure and the law without jurisdiction, all in retaliation and show of strength.

Accordingly, Courts in South Carolina have refused to enforce Settlement Agreements executed under SCRCP; Rule 43(k) for failure to meet strict compliance. 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."*4 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.

VIII. Personal Relationship Between Judge Singleton And The Respondents, And The Unfair Actions Against The Appellant, Constituted Judicial Misconduct Under South Carolina Law.

The appellant argues that Judge Singleton's alleged close personal relationship with the respondents amounts to judicial misconduct. Respondents in this case and Judge Singleton grew up together, attending the same schools in Seneca. Judge Singleton's father and Appellant's husband Doyle Elton Pierce shared a pasteurizer and their families have been too dangerously close for the Judge to be impartial in this case where Appellant is the only outsider. In furtherance of their bad faith, Judge Singleton made the following orders while Appellant's Appeal is pending in the Court of Appeals. Order dated September 22, 2023, Order affirming family settlement Agreement dated October 12, 2023, Amended Order affirming family settlement dated October 17, 2023, Order removing Appellant as Personal Representative dated November 01, 2023, Order of Civil Contempt dated November 02, 2023. The judge's actions during the hearings and in emails communications were biased and arbitrary, thereby violating the expected conduct of judges under South Carolina law [Lynch v. Overholser, 369 US 705 (1962); S.C. Code Ann. § 14-1-10]. Judge deliberately refused to incorporate any of Appellant's suggestions that were necessary to complete a settlement of a hotly contested litigation and adopted in its entirety the draft order that included respondent's suggestions sent by the opposing counsel. He should have recused himself when he knew he was not able to remain impartial.

Canon 3 of the Code of Conduct for United States Judges underscores the paramount duty of a judge to perform their duties fairly, impartially, and diligently. Specifically, Canon 3A(1) emphasizes that a judge should not be swayed by partisan interests, public clamor, or fear of criticism when hearing and deciding matters. This standard emphasizes the judge's obligation to maintain impartiality and avoid actions that could compromise the voluntary nature of

agreements. Accordingly, a judge should recuse himself in a proceeding in which his impartiality might reasonably be questioned, including but not limited to, instances where he has a personal bias or prejudice against a party. Murphy v. Murphy, 319 S.C.

IX. The Judge Violated Appellant's Due Process Rights When He Retaliated Against Appellant For Filling An Appeal.

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)]. In this instant case, Judge Singleton retaliated against appellant and removed her from Personal Representative Position, canceled her auction and held her in contempt after the PR position and auction were agreed upon by parties in the settlement negotiations. This retaliation was in response to the appellant filing an amended Notice of Appeal.

Within minutes of receiving Appellant's Amended Notice of Appeal, Judge Singleton threatened to remove the Appellant as personal representative in retaliation for Appellant exercising her protected right. He followed his threats by removing Appellant from the Personal Representative position on November 01, 2023, *sua sponte*. All parties had agreed to make Appellant Personal Representative to close the estate. The Judge did not have the right to remove the Appellant whatsoever without any filing from the Respondent Parties. He acted outside of his

jurisdiction to threaten the Appellant when appellant raised valid concerns related to his invalid orders. Accordingly, on October 24, 2023, upon receiving the Amended Notice of Appeal, Judge Danny Singleton Sent Appellant a series of retaliatory emails. Judge Singleton's action following the filing of the amended appeal were retaliatory against the appellant and in violation of her constitutionally protected rights. He retaliated against appellant's family member and physically got involved unethical verbal altercation when this family member went to the court to pay a contempt fine he had illegally subjected Appellant to.

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

During his many status conferences, the judge told Appellant that she "*must understand that if another special administrator and if it happens to be someone else other than Appellant is appointment, the special administrator has the right to oversee the property to protect the property and if it means putting everyone out of the property, they can do that*". Threatening to Remove Appellant from Residence by Judge Singleton is as a violation of appellant's rights, Under South Carolina law, a judge is expected to maintain impartiality and avoid any appearance of bias [S.C. Code Ann. § 14-1-10]. The judge's threat was made in a manner that suggests bias or retaliation, and breached this expectation, constituting judicial misconduct. Furthermore, the right to property is a fundamental right protected by the U.S. Constitution. Any action that infringes upon this right, such as a threat to remove a person from their residence without due process, is a violation of this right [U.S. Const. amend. XIV, § 1].

XI. The Judge Violated Appellant's Rights To Fair Hearing And Due Process When He Repeatedly Mentioned That "When Appellant's Appeal Is Denied.

Judge Singleton's repeated statements about selling the appellant's husband's estate when appellant's appeal is denied, while her appeal was pending, constituted a violation of judicial conduct and appellant's constitutional Rights To Fair Hearing And Due Process rights. Judge Singleton's statements were made in a manner that suggested he had already negatively decided the outcome of the appellant's appeal before it was heard, this is a violation of Appellant's right to a fair hearing and due process. Under South Carolina law, a judge is expected to maintain impartiality and avoid any appearance of bias [S.C. Code Ann. § 14-1-10]. This includes refraining from making any statements that could be perceived as prejudging the outcome of a case. s [Brown v. Board of Education, 347 US 483 (1954)]. Furthermore, a judge's role is to ensure that the parties' rights are protected and that the law is followed. Judge Singleton's statements were made in a context where he was exerting pressure on the appellant to settle the estate, which amounted to a breach of his duty to act impartially [PAINE GAYLE PROPERTIES v. CSX Transp., 735 SE 2d 528 (2012)].

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

Firstly, the hearing of November 01, 2023 was not merited because no party had filed a motion to amend the orders signed on October 12 and 17 2023. The deadline for amending the order had long passed. During this illegal conference, the opposing counsel Mr. McDuff made a commandment that he wants his clients to be allowed to remove their items immediately irrespective of the fact that the debts were not yet paid. He also stated that he wanted a new personal representative appointed to sell the personal items of the appellant as they see fit to offset the obligations of estate immediately. This was immediately within minutes after the judge announced he was removing Appellant in violation of the Order and the law. All these suggestions were in violation of the order and the South Carolina law. The order made appellant Personal Representative of the estate and it had just been violated. The family agreement, as a contract, binds the parties to its terms. Appellant's role as Personal Representative was stipulated in the agreement, removing her was a breach of the agreement. The parties were on the next mission of violating the South Carolina law and the judge was spearheading, together with the only attorney of law in the court room to distribute all estate assets before debts were paid.

SC. Rule 62, (Stay Of Proceedings To Enforce A Judgment) provides for an Automatic Stay on all judgments Except as stated herein, *"no execution shall issue upon a judgment nor shall proceedings be taken for its enforcement until the expiration of 10 days after its entry*" Judge singleton and Opposing Counsel who is an officer of the law, passed draconian orders and begun to execute their orders immediately without following the law.

Appellant informed the opposing counsel that no one will take any assets from the estate before estate debts were settled and pending matters resolved. This angered the judge who was so unhinged on distributing appellant's husband's estate assets without following the law. While several people were talking over each other on the court recording, Judge Singleton singled out the appellant for a contempt fine of $500 or be Jailed for 30 days. The court made an illegal order finding Appellant was in civil contempt of court. At the time he found Appellant in contempt, three parties were audibly talking according to the judge's recording: the appellant, the attorney for respondents Gregory Pierce and Jared Adam Pierce, and respondent Donna C. Moore were all talking simultaneously out of turn, but the judge held Appellant alone in

contempt. The judge took it upon himself outside of his jurisdiction to hold an illegal hearing. Furthermore, at the time he found appellant in contempt, three parties were talking at the same time, all out of order, but he singled appellant out and found her in contempt. Judge Singleton abused his discretion when he found the appellant in civil contempt of court while other parties were talking at the same time.

Under South Carolina law, a judge has broad discretion in maintaining order in the courtroom and can hold a person in contempt for behavior that obstructs the administration of justice [S.C. Code Ann. § 14-1-10]. However, this discretion is not unlimited and must be exercised in a fair and impartial manner. In this case, Judge Singleton held the appellant in contempt while allowing other parties to engage in the same behavior without sanction, this was an abuse of discretion. The principle of equal protection under the law requires that all parties in a legal proceeding be treated equally [Brown v. Board of Education, 347 US 483 (1954)]. If the appellant was singled out for punishment while others were allowed to behave in the same manner without consequence, this was a violation of appellant's rights.

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

In South Carolina, a judge is generally not permitted to act as a mediator in a case over which they preside. This is 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) states that a judge should not independently investigate facts in a case and must consider only the evidence presented [South Carolina Judicial Code of Conduct Canon 3B(12)]. This would preclude a judge from suggesting how property should be distributed in a case, as this would involve making determinations outside of the evidence presented in court. However, a judge can encourage parties to settle their disputes. This is a common practice and is generally seen as a part of the judge's role in managing the case and facilitating its efficient resolution. But the judge must do so in a way that does not compromise their impartiality or coerce the parties into a settlement. In the case of *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 over which they preside [In re Anonymous Member of the South Carolina Bar, 392 S.C. 328, 709 S.E.2d 633 (2011)]*. The court noted that a judge acting as a mediator could compromise the judge's impartiality and could be seen as coercive. In conclusion, while a judge can encourage parties to settle, they should not suggest how property should be distributed or act as a mediator in the case. Doing so could compromise their impartiality and violate the rules of professional conduct.

In this case, Judge Singleton encouraged parties to settle, coerced Appellant to settle, placed appellant under duress to settle, diminished Appellant's marriage during settlement, bargained for the other respondents to take more in inheritance while inappropriately justifying

that their land value is lower, decided on which clauses would be included in the final settlement order, denied all appellants submissions and considered in its entirety the arguments of the other parties, held Appellant in contempt when she repudiated to agree to all his violations. Above all, he signed a settlement order without considering unresolved matters, thereby potentially violating the Judicial code of conduct and the due process rights of the appellant.

XIV. 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 Plaintiff from Personal Representative Position after 10-day timeline under SCRCP Rule 59(e). He violated the Family agreement. The Probate court signed an order affirming family settlement on October 12, 2023. Plaintiff appealed this order on October 13, 2023. The court amended his own order on October 17, 2023. On November 01, 2023, the probate court held a hearing without Jurisdiction and removed Plaintiff from being Personal Representative in retaliation to plaintiff filing an Appeal. The family agreement, as a contract, binds the parties to its terms. Appellant's role as Personal Representative was stipulated in the agreement, removing her was a breach of the agreement. The order lists several responsibilities of Appellant as a party to the settlement, not related to any Position of Personal Representative as follows:

a) Dismissal of Appeals: Appellant is required to withdraw and dismiss, with prejudice, the appeals pending in the South Carolina Court of Appeals and in the Oconee County Court of Common Pleas within ten (10) days of the date of the Order [Order Affirming Private Family Agreement, para 2]. This clause was dependent on a fully executed Valid settlement agreement. The orders were all invalid.

b) Estate Debts: She is responsible for paying in full the indebtedness to Davenport Funeral Home for funeral expenses and reimbursing Adam Lee, Esq., for 2022 real property taxes paid by his law firm within sixty (60) days of the date of this Order. She is also required to reimburse Donna Carol Moore for the amount paid by Donna Carol Moore to pay off the mortgage indebtedness with Blue Ridge

Bank within sixty (60) days of the date of this Order [Order Affirming Private Family Agreement, para 3].

c) Estate Expenses Paid by Personal Representative: Any personal expenses owed to Appellant by the Estate or any other party to this Agreement shall be considered paid in full [Order Affirming Private Family Agreement, para 4].

d) Cash Payments to Parties: She is required to pay Donna Carol Moore the $10,000.00 cash payment described in Exhibit A within ninety (90) days of the date of this Order [Order Affirming Private Family Agreement, para 5].

e) Transfer of Titles, Recording of Deeds, and Easements: Appellant is responsible for employing a qualified real estate attorney to prepare necessary Quit Claim Deeds for the transfer of real property as more specifically set forth in Exhibit A. Each party shall be responsible for their pro rata share of the deed preparation costs and recording fees [Order Affirming Private Family Agreement, para 7].

f) Right of Notice of Auction: Appellant shall be authorized to schedule an auction to sell any remaining assets of the Estate not distributed hereunder. All parties shall be given a ten (10) day notice of the date of any auction to sell the assets of the Estate not distributed hereunder [Order Affirming Private Family Agreement, para 13].

g) Trash Disposal: Appellant may allow Donna Carol Moore and Gregory Alan Pierce the option to obtain any items she intends to give away for free or haul away as trash to the landfill after the auction. The timeline for the removal of these items will be determined by mutual agreement [Order Affirming Private Family Agreement, para 14].

The role of a Personal Representative in the execution of the terms of a family agreement is typically significant, as PR are often tasked with managing the estate's assets, paying off debts, and distributing the remaining assets to the beneficiaries. However, the specific responsibilities of a Personal Representative were minor under the terms of the current Private Family Agreement. In this case, Appellant is both a party to the agreement and the Personal Representative of the Estate. Some of her responsibilities under the agreement, such as overseeing the distribution of assets and ensuring the estate's debts and obligations are paid off, are typical duties of a Personal Representative [Order Affirming Private Family Agreement, para 13]. However Under the family Agreement these roles were meant to be executed directly by Appellant as a party and not as Personal Representative. Other responsibilities, such as the requirement to withdraw and dismiss certain appeals [Order Affirming Private Family Agreement, para 2], and to pay Donna Carol Moore a cash payment of $10,000 [Order Affirming Private Family Agreement, para 5], were further independent of her role as Personal Representative and are instead obligations she has as a party to the agreement.
Therefore, while Appellant's role as Personal Representative likely facilitates her ability to execute some of the terms of the agreement, not all of her responsibilities under the agreement are tied to her position as Personal Representative. In fact, almost all the terms of the agreement under obligations of the Appellant hinged on Appellant as a party who inherited debt Obligation of the Estate. Appellant could choose how she wanted to pay the debts and which resources she would use to pay the debts with.

None of the parties had filed any motion to amend the order within the allotted timeline or even after the timeline. Judge Singleton took it upon himself to amend the order in retaliation because plaintiff filed an Appeal to his order. The Appointment of Plaintiff was part of Judge

Singleton's orders. The Court did not have jurisdiction to make another order on October 17, 2023, without the Appeal on his first order being withdrawn. Even if his October 17, 2023 order was valid, he did not have jurisdiction to amend the October 17, 2023, order on November 01, 2023 because he was time bared. The Probate judge did not have the authority to alter or amend a judgment placing the appellant as PR, sua sponte, once the judgment is more than 10-days-old. The interim between these orders clearly exceeded the 10-day period permitted by Rule 59(e), SCRCP. Therefore, the Probate court's order on November 01, 2023 removing Appellant after 10 days was outside the Court's, and the parties, time limited jurisdiction. No motion to amend the order was filed in probate court within the 10-day timeline. Judge Singleton removed the Appellant after the 10 days deadline provided under Rule 59(e), SCRCP that allows judges to amend their orders voluntarily without parties filing any motion to amend a settlement Agreement/ order.

In Heins v. Heins, 543 SE 2d 224 - SC: Court of Appeals 2001 - The wife listed a savings account on her financial declaration. In his final order, the trial judge divided the parties' various real and personal property but did not expressly mention the savings account. Neither party appealed the order. More than a month later, the judge, on his own volition, issued a supplemental order reserving jurisdiction to divide the savings account. After a hearing, the judge awarded 57% of the savings account to Husband. This case was heard before the promulgation of Rule 59(e), SCRCP; nevertheless, Chief Justice Ness, writing for a unanimous Court, declared a trial court's authority to alter or amend its decision, sua sponte, was time-limited:

Accordingly, the trial judge loses jurisdiction to modify an order after the term at which it is issued.... Once the term ends, the order is no longer subject to any amendment or modification

which involves the exercise of judgment or discretion on the merits of the action. The court further ruled that 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 Singletons two orders clearly exceeded the 10-day period permitted by Rule 59(e), SCRCP. Therefore, the Probate court's order removing Appellant after 10 days was outside the Courts time limited jurisdiction. The court decided to amend the Settlement order in retaliation of Appellant filing an appeal to his dysfunctional Settlement Order. Clearly, removing the Appellant from position of Personal Representative changed the terms of family Settlement Agreement.

XV. The Probate Judge Violated Family Agreement When He Interrupted And Stopped The Auction Without Jurisdiction

Firstly, the Probate Judge did not Have Jurisdiction to Amend His Order to stop the auction after 10-day timeline under SCRCP Rule 59(e). Secondly, the family agreement explicitly grants Appellant the authority to schedule an auction to sell part of her inheritance or remaining assets of the Estate not distributed under the agreement, and there was no conditions or restrictions on this authority within the agreement. The authority to schedule an auction is a term of the agreement. The judge's action to stop the auction sua sponte was violation of the agreement. The family agreement, as a contract, binds the parties to its terms. Appellant's authority to schedule an auction is stipulated in the agreement, a judge's action was an outright breach of the agreement. There was no extenuating circumstances that justify the judge's action. Furthermore, the assets were already distributed to the Appellant and the appellant had also inherited the estate debts. This means that Appellant had the right to dispose of her assets as she pleased to meet her obligation to pay estate debts. Appellant would only breach the family Agreement if she failed to pay debts within the stipulated time period on the contract. The Judge called the auctioneer and stopped the auction, which was scheduled to take place on November 18, 2023, by the Appellant. This auction was not dependent on Appellant being Personal Representative. In the family settlement Agreement, the Appellant was to pay estate debts in her individual Capacity. The probate court has shown a high level of abuse of discretion and abuse of office and has no capacity to resolve the estate of Doyle Perce. He did not understand the terms of the family agreement and acted in absolute disregard terms of the Private Family Settlement that he had signed and is emotionally involved in the matter due ti his personal relationship with respondents.

XVI. Appellant Did Not Violate Any Term Of The Settlement Order To Warrant Her Removal From Personal Representative.

In itself, the order affirming private family agreement in this case contains several provisions that are violations to the South Carolina law and the Constitution of the United States. Also, the Private Family Agreement contains several provisions that could potentially be violated. However, Appellant filed an appeal in response to a disagreement over the execution of certain terms of the agreement, which did not constitute a violation of the agreement. For instance, the judge made Appellant sign a Personal Representative Affidavit which violated the Settlement Order he had signed. The PR. Affidavit contradicted the order signed by the judge. Executing the Personal Representative Affidavit violated the settlement order and executing the settlement order violated the Personal Representative Affidavit. After the order was issued, the respondent heirs started claiming the GEICO settlement, which was part of the estate residue. Appellant raised the matter with the judge. Judge Singleton did not take a clear stance on the matter. Appellant further raised more issues regarding the illegality of the order including the improper use of SCRCP; Rule 43(k) , undefined assets to be used to pay the debts, ambiguous mutual release clause and many more. The Judge ordered the Parties to take their inheritance within 30 days, before the debts were paid, which is a violation of South Carolina law. The Appellant mentioned to the judge that it was illegal to distribute assets before the debts were paid. This fell on deaf ears. He would later hold appellant in contempt for repeating this. Instead of the Judge holding a hearing to sort out the outstanding issues, he retaliated by removing the Appellant as PR. In fact, the judge was the one that interrupted the execution of the Agreement by restraining the Appellant in an email eight days prior to any deadlines. On October 24, 2023. Judge Singleton restrained Appellant in an email which stated: "***Mr.** Pierce, I would instruct you not to do anything with the estate items at the moment until a determination is made. If an estate*

account has not been open yet, please do not I am not restricting you in any way, this is to protect you and the estate from ***any liablity.***" Appellant had three days left to withdraw her Appeal, which was the first deadline looming, but she was instructed to not do anything with estate items until a determination is made. The same judge Singleton later turned around and accused Appellant of violating the Order and her Personal representative fiduciary duties when he was the one that stopped Appellant. Being that the order only signed by the judge, who had already threatened to remove Appellant from Personal representative in violation of the Settlement order, constitutionally all parties retained their rights to Appeal, including the Appellant. If the parties had signed the Agreement, they would have automatically waived their rights to Appeal. This made the Settlement Agreement friable and exposed parties to uncertainties. Appellant could not withdraw her appeal with a catastrophe looming. The Appellant could not remain at the mercy of the biased judge and parties that sought appellant's doom for three years. The following provisions could potentially be violated if a party failed to do their part:

a) Non-compliance with Distribution of Assets: If any party fails to distribute the assets as outlined in the agreement, it will constitute a violation. For instance, if Appellant did not distribute the assets to Gregory Alan Pierce, Jared Adam Pierce, and Donna Carol Moore as described in Exhibit A, it would be a breach of the agreement. Unfortunately, even though the order violated the law, One October 24, 2023, the court instructed Appellant to not to do anything with the estate items at the moment until a determination is made. Secondly, by November 01, 2023 when the judge held a conference, Parties had between 17 days seven weeks left for this clause to become a violation.

b) Failure to Dismiss Appeals: The agreement requires Appellant to withdraw and dismiss, with prejudice, the appeals pending in the South Carolina Court of Appeals and in the Oconee County Court of Common Pleas within ten days of the order. Failure to do so would be a violation however, the court instructed Appellant to not to do anything with the estate items at the moment until a determination is made. The withdrawal of Appellant's appeal was hooked on properly executed settlement Agreement among Parties. In the light of disagreements and no valid Settlement Agreement apart from an order of the Judge, Appellant was not required to withdraw her Appeals. Additionally, Judge Singleton ordered the Appellant to cease all actions prior to the deadline on the invalid order to withdraw the appeals. The order did not include any penalty or action that would be taken in the event the appellant did not withdraw her appeal. Even though Appellant could still withdraw her appeals after sorting out issues on November 01, 2023, the judge collapsed the agreement totally by removing Appellant from PR and stopping the Planned auctions. Both the Personal representative and auction provisions were part of the family Agreement.

c) Non-payment of Estate Debts: The agreement requires Appellant to pay certain debts of the estate within specified timeframes. If she failed to do so, it would constitute a violation. The first deadline to pay the debts as stipulated in the Agreement was 7 weeks away. By the time the Judge restrained Appellant, the deadline had not yet passed. Besides Parties were interfering with Appellant's process to pay the debts in every corner including the judge. For instance, the judge stopped Appellant from doing anything with the her inheritance, the Judge called the auctioneer and stopped the auction that appellant had scheduled for November 18, 2023. The judge threatened to remove and eventually

removed the appellant from PR position which violated the term of the Agreement; Respondent Donna Moore claimed the GEICO Settlement which was part of the residue left to Appellant: Attorney for Respondents Gregory Pierce and Jared Adam Pierce disrupted the Approval of GEICO Settlement with clear knowledge that Appellant had the right provided under the constitution of South Carolina to process the settlement. **Mr. McDuff wrote an email to the court with clear understanding that the proceeds from this settlement would be left to Appellant. His client Gregory Pierce stated that he had no interest in the settlement proceeds because it was the Appellant and her husband who got involved in the accident anyway but contrary to his client's wishes, and typical of this individual, whose personal interest comes first, Mr. McDuff tenaciously blocked the Approval of the settlement in the Court of Common Pleas. Appellant did not violate this provision.**

d) Non-compliance with Removal of Items: All parties are required to obtain their items or personal property, as detailed on Exhibit A, within thirty days of the execution of the agreement. Failure to do so would be a violation. According to the South Carolina Probate Code, the personal representative of an estate is responsible for settling the estate's debts before distributing the remaining assets to the heirs or beneficiaries. Specifically, Section 62-3-805 of the South Carolina Code provides that the personal representative must pay the estate's debts first. Therefore, if the estate's assets were distributed to the heirs before settling the estate's debts, this would be a violation of South Carolina law. Additionally, on October 24, 2023, the judge instructed Appellant to not to do anything with the estate items at the moment until a determination is made. Secondly, by November 01, 2023, when the judge held a conference, Parties had over 15 days left

for this to become a violation. Appellant had debts Payment plan set in motion to pay debts before parties could remove any items. Appellant did not violate this provision.

e) Failure to Prepare Necessary Deeds: Appellant is responsible for employing a qualified real estate attorney to prepare necessary Quit Claim Deeds for the transfer of real property. If she fails to do so, it would be a violation. The deadline for this was several weeks away. Appellant did not violate this provision.

f) Non-compliance with Estate Administration: Appellant is required to oversee the distribution of assets to the beneficiaries and ensure the estate debts and obligations are successfully paid before the estate is closed. If she failed to do so, it would be a violation. Refer to explanation under c), d) and e). This deadlines were between 15 days to several weeks away. Appellant did not violate this Provision.

g) Non-compliance with Notice Requirements: Appellant would schedule an auction to sell any remaining assets of the Estate not distributed hereunder or to her. All parties must be given ten-day notice. Failure to provide such notice would be a violation. The auction was scheduled 18 days away at the time Appellant was removed. Appellant did not violate this provision. Parties were already notified.

h) Lastly, Under the agreement, Appellant was not required to Open a bank account. She inherited her share of the estate and the estate debts. There were no assets left in the estate to warrant account Opening.

It's important to note that the consequences of such violations would depend on the specific terms of the agreement and applicable law [South Carolina Code Ann. § 62-3-912]. The Judge did not have any grounds to remove Appellant. She did not breach or violate any part of the

Agreement. The judge derailed the family agreement by himself out of his own conflict of interest in the matter of the estate of Doyle Pierce.

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

On October 12, 2023, the probate court signed a settlement order. The order did not meet SCRCP; Rule 43(k)). Appellant appealed the order on October 13, 2023. The judge then offered to call all parties on October 16, 2023. During this phone call Judge Singleton refused all possible suggestions made by Appellant except changing the dates upon which the Appellant is to pay the debts from 30 days to 60 days and from 60 days to 90 days respectively. He further mentioned that the estate had lasted longer than Appellant's marriage. He amended his previous order which Appellant had appealed on October 13, 2023. His amended order was signed on October 17, 2023. At the time the Judge signed his amended order, his first order was already appealed. The judge no longer had jurisdiction to amend the order. His October 17, 2023, order was invalid. The judge and the parties knew that Plaintiff had already appealed the October 12, 2023, order. Accordingly, Jurisdiction of the Trial Court Judge Post-Appeal is limited to matters not affected by appeal: Once an appeal has been filed, the trial court generally loses jurisdiction over the case. 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.

XVIII. Judge Singleton Did Not Have Jurisdiction To Order Appellant To Withdraw Her Appeal

A probate judge does not have jurisdiction to order a party to withdraw an appeal. The right to appeal is a fundamental aspect of the judicial process, and a judge cannot interfere with this right. In South Carolina, the right to appeal is governed by the South Carolina Appellate Court Rules [South Carolina Appellate Court Rule 203]. 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 with the appellant, not with the probate judge. The South Carolina Code of Judicial Conduct requires judges to uphold the integrity and independence of the judiciary and to perform the duties of judicial office impartially and diligently [South Carolina Code of Judicial Conduct, Canon 1 and 3]. When Judge Singleton ordered the appellant to withdraw her appeal, this was a violation of these principles.

XIX. Prayer For Relief

For all the above arguments, Appellant prays that this court relieves her from ALL judgments or orders of judge Singleton to include:

a) Order affirming family settlement Agreement dated October 12, 2023.
b) Amended Order affirming family settlement dated October 17, 2023.
c) Order removing Appellant as Personal Representative dated November 01, 2023.
d) Order of Civil Contempt dated November 02, 2023.
e) Order denying Appellant's Motion to reconsider dated November, 09 2023.

The appellant seeks relief from the illegal orders under S.C. Code Ann. § 15-36-10, which provides for relief from a judgment or order under certain circumstances, such as fraud, misrepresentation, or Judicial misconduct of an adverse party. The appellant argues that the settlement orders were obtained through bad faith and misconduct by the respondents and Judge Singleton. Appellant further argues that these orders were made outside the Jurisdiction of the Court while Appellant's Appeal is pending with South Carolina Court of Appeals. Matters decided upon in these orders are matters affected by an appeal. Constitutionally, the probate court does not have authority to order Appellant to withdraw her Appeal.

Signed and dated this November 29, 2023

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

Other Counsel of Record:
Richard H. McDuff, Esq. Merrell, Jahn & McDuff,
P.A.119-B Professional Park Drive, Seneca, South Carolina 29678.

Donna Moore (Pro se): 149 Flat Rock Church Rd, Liberty SC 29657

EXHIBIT L

DESIGNATION OF MATTER IN A CIVIL CASE

THE STATE OF SOUTH CAROLINA

In The 10th Circuit Court

APPEAL FROM OCONEE COUNTY PROBATE COURT

The orders of Danny Singleton, Probate Court Judge

CASE NO:2023-CP-3700794

FILED OCONEE COUNTY, SC
MELISSA C. BURTON
CLERK OF COURT
2023 DEC 11 P 1:40

Dorothy Pierce, Appellant,

V.

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

---

DESIGNATION OF MATTER ON RECORD OF APPEAL

COMES NOW Appellant Dorothy Pierce in the above-mentioned case, hereby submits a timely Designation of Matter on Record of Appeal pursuant to RULES 208 and 209 of the South Carolina Appellate Court Rules within the 45-day requirement from the date of Submission of Second Amended Notice of Appeal. Appellant's Second Amended Notice of Appeal was filed with the court on November 03, 2023, and all parties were served accordingly.

Appellant hereby designates the following portions of the trial court record to be included in the Record on Appeal:

1. All Transcripts, Orders and Exhibits related to the Appointment of a Special Administrator.
2. All transcripts, Exhibits, Emails, and Orders of Judge Singleton related to the Pierce Estate.

Copies to:
Atty___(P)_____(D)_____
DSS_____other Jason
Mailed___Boxed___handed_/_

ENTERED
COMPUTER

3. The Appeal brief of the Appellant to the Circuit Court.

No matter that is irrelevant is included in the designation of the matter and all matters necessary have been included. I certify that the designated parts of the trial court record are relevant and necessary for a complete review of the issues presented on appeal.

December 11, 2023

DOROTHY PIERCE -Appellant (Pro se)

750 Mourning dove lane, Seneca, SC.29678.

Probate Court of Oconee County, S.C.

EXHIBIT N

Danny Singleton, Judge

December 4th, 2023

DOROTHY PIERCE
750 MOURNING DOVE LANE
SENECA, SC 29678

SCANNED

RE: Estate of: **DOYLE ELTON PIERCE,** Deceased
Case # 2020ES3700532

For Professional Services:

AMENDED INVOICE TO CORRECT NAME TO DOROTHY PIERCE. REQUESTED COPIES OF COMPLETE FILE OF THE ESTATE OF DOYLE PIERCE. 827 COPIES AT $.50 EACH.
PAYMENT IS DUE 30 DAYS FROM DATE OF THIS INVOICE

Amount Due: $413.50

*****Please make sure all checks and/or money orders are made payable to Oconee County Probate Court.**
*****The Seneca Journal Newspaper Ad for Creditor's is required by South Carolina State Law Statute 62-3-801**

*****

STATE OF SOUTH CAROLINA	)	IN THE PROBATE COURT
	)	
COUNTY OF OCONEE	)	Case No.: 2020ES3700532
IN THE MATTER OF:	)	
DOYLE E. PIERCE	)	
DECEASED,	)	
	)	

REQUEST FOR AUDIO FILES

This serves to make a follow-up on several requests I made on October 11, 2023, November 01, 2023 and November 07, 2023 for all audio recordings related to the Probate Court hearings and Status conferences presided by Judge Singleton on the following dates:

a) August 17, 2023

b) October 11, 2023,

c) October 17, 2023 (Telephone conference)

d) November 01, 2023

I have deadlines to present these files to be transcribed by the court reporter and to write my appeal brief. Deliberate delay from the Probate Court to make the audios available to me will make it very difficult to meet these deadlines.

I authorize Jason Boyle to sign the audios on my behalf.

SCANNED

Thank you.

DOROTHY PIERCE

OCONEE PROBATE COURT
'23 NOV 13 AM 10:57:53

FILED OCONEE COUNTY, SC
MELISSA C. BURTON
CLERK OF COURT
2024 FEB -2 P 1:11

RECORD ON APPEAL

THE STATE OF SOUTH CAROLINA

In The 10th Circuit Court

APPEAL FROM OCONEE COUNTY PROBATE COURT

The orders of Danny Singleton, Probate Court Judge

CASE NO:2023-CP-3700794

Dorothy Pierce, Appellant,

V.

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

---

RECORD ON APPEAL

January 31, 2024

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

RECORD ON APPEAL

THE STATE OF SOUTH CAROLINA

In The 10th Circuit Court

FILED OCONEE COUNTY, SC
MELISSA C. BURTON
CLERK OF COURT
2024 FEB -2 P 1:11

APPEAL FROM OCONEE COUNTY PROBATE COURT

The orders of Danny Singleton, Probate Court Judge

CASE NO:2023-CP-3700794

Dorothy Pierce, Appellant,

V.

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

---

RECORD ON APPEAL

January 31, 2024

STATE OF SOUTH CAROLINA	)	
	FILED OCONEE COUNTY, SC	IN THE COURT OF COMMON PLEAS
COUNTY OF OCONEE	MELISSA C. BURTON CLERK OF COURT	2023-CP-37-00794
	)	
DOROTHY PIERCE,	2023 DEC 6 P 3:29	
	)	
APPELANT,	)	RETURN TO APPEAL
	)	
vs.	)	OCONEE PROBATE COURT
	)	
	)	2020-ES-37-00532
DONNA MOORE,	)	
GREGORY ALLEN PIERCE,	)	
JARED ADAM PIERCE,	)	
RESPONDENTS.	)	

In return by Danny Singleton, Judge of Probate, County of Oconee, State of South Carolina, to the Court of Common Pleas on Notice of Appeal filed by the Appellant, Dorothy Pierce on November 29, 2023. Notice of Appeal was filed with the Oconee County Clerk of Court and was received by Judge Singleton on November 29, 2023.

I. BACKGROUND

The decedent, Doyle Elton pierce died, testate (originally) on September 14, 2020. After a court hearing to Determine Validity of Will, an Order was issued on August 18, 2021 stating that the Will was invalid. It was based mostly on expert testimony of the decedent's signature on the Will. The case then became Intestate. The Appellant filed an appeal to the Circuit Court. The appeal was denied. The appellant then filed the appeal to the SC Court of Appeals and that appeal is still pending. This hearing was heard by former Associate Judge Ashley Rice. Mrs. Pierce was ultimately removed as the Personal

Representative and Adam Lee, Esquire was appointed as Special Administrator of the Estate. Mr. Lee, knowing that there were no liquid assets to the Estate, attempted to improve the value of the property to maximize its value. Part of the removal of the Personal Representative was that Mrs. Pierce also failed to pay the property tax as PR. Mr. Lee's firm paid the taxes. He attempted to have potential heirs to work together and repair in what he called extreme damage due to neglect of the property and damage caused by a severe tornado. Mr. Lee agreed to waive his attorney fees, however, he did request reimbursement for monies paid out to the estate.

During early July, 2023, I took over this case being that Associate Judge Rice is no longer employed in the Probate Court. Mr. Lee requested a conference hearing to request guidance and instructions from the court concerning the status of the property among other things. Mr. Lee stated he was having a difficult time in communicating with Mrs. Pierce and she would not work with the Special Administrator in attempting to maintain the property. This ordered that the Special Administrator does not have the authority to sell Estate Assets due to the pending appeal filed by the Respondent Dorothy Pierce. However, given that the Estate has no funds to utilize in potentially safeguarding the Estate assets, this court Ordered that all Respondents shall be provided access to all of the Estate assets and Estate real property to take action necessary to safeguard and salvage the Estate assets upon the condition that no Estate assets are to be removed from the property without court approval. The Respondents were also ordered not to enter a warehouse on the property that had Mrs. Pierce personal property and machinery equipment without Mrs. Pierce being present. This Order was necessitated due to Mrs. Pierce not working /communicating with the other parties.

As to the allegation that "Judge Singleton grew up together and was childhood friends with the Plaintiff's husband's children, Donna Moore, Gregory and Jared Adam Pierce", I have absolutely no idea where this comes from. To my knowledge, on October 7, 2023 is the first time I have ever met any of the litigants. I have no knowledge of the people's age, but I assumed they were several years older than I am. I have no knowledge of any childhood relationship with any party. I have never heard that before other than Mrs. Pierce's allegation in an email. I absolutely do not know where this came from or how she fabricated this statement. It is simply not true.

Mrs. Pierce claims the court retaliated against her for filing an appeal. No retaliation has ever taken place against her or anyone else that has appeared before me in probate court or in the past, in the municipal court. In an email correspondence with Mrs. Pierce and other interested persons in this case, I indicated to Mrs. Pierce that her fiancé would no longer be allowed in the probate court or the lobby because of the following;

As to third party retaliation, her fiancé was in our lobby waiting on documents to be clocked. One of our Associate Judges was in the lobby speaking with another individual about a separate probate matter. I could see him interjecting himself in the other conversation but could not hear. Judge Erin Green returned in to the office and asked who he was. Once she knew who he was, she stated that he began to interrupt the conversation with the other party telling the person not listen to them (the court), to come outside and speak to my fiancé; referring to Mrs. Pierce, she knows everything about probate.

I did email Mrs. Pierce and advised her that he would no longer be able to be here at probate concerning this matter anymore. I advised that he could not give legal advice to other and he encourage others to come outside to her vehicle to seek legal advice. This has nothing to do with the Pierce Estate. His actions were improper. (Email correspondence will be attached)

Mrs. Pierce stated that the court threatened to kick her out of her home. This never happened. She was told the Special Administrator, at the time, has authority over the Estate.

Mrs. Pierce states that the court repeatedly mentioned "when the Appellant's Appeal is Denied". This was never stated. All proceedings were recorded electronically.

As to the alleged abuse of discretion in holding the Appellant in Contempt of Court. The court recording will show that the contempt was proper. She also states that the court violated Cannon 3(b) 14. No facts were investigated by this court. A court does have the authority and right to encourage parties to settle their disputes. This court did encourage the parties to settle this dispute. It is this courts belief that direct contempt of court is not appealable, however, this court does not have the authority to bar someone from filing an appeal.

Mrs. Pierce states that the court did not have the authority to remove her as Personal Representative. This court removed her because of her violation of Fiduciary responsibilities. She alleged that all proceedings were illegal, if this was the case, then the appointment of her as personal representative would have been improper also and would make this complaint mute.

As to the alleged violation of this court stopping the auction of the property under the family agreement, Mrs. Pierce was removed as the Personal Representative, therefore, she no longer had the authority to act as an agent/representative of the Estate.

Appellant states she did nothing to be removed. She states she did not violate the terms of the family agreement to warrant her removal. Mrs. Pierce was advised that if she violated the terms, she would be removed. She violated the terms and was removed. An email correspondence between this Court, Mrs. Pierce and other interested parties shows that she indicates and acknowledged that she violated the

agreement (attached). At first, she claims that the agreement was illegal in itself but now argues that she should not have been removed from the alleged illegal agreement.

Mrs. Pierce stated that the court did not have the authority to amend the October 12, 2023 order. The Court realized an error in which item number 13 should be removed. It was proper and it was to the benefit of Mrs. Pierce that it be removed.

Mrs. Pierce states in the appeal that the court did not have jurisdiction to Order her to withdraw her appeal. She is absolutely correct, this court does not have that authority. This court never ordered her to withdraw her appeal. This was in the agreement under Rule 43 (k) in which all parties agreed and it was placed on the court record. She violated her own agreement.

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Respectfully submitted,

Danny Singleton, Judge of Probate
Oconee County, SC

December 6, 2023

Walhalla, South Carolina

EXHIBIT P

STATE OF SOUTH CAROLINA	)	
	)	IN THE COURT OF COMMON PLEAS
COUNTY OF OCONEE	)	2023-CP-37-00794
	)	
DOROTHY PIERCE,	)	
	)	
APPELANT,	)	RETURN TO APPEAL
	)	
vs.	)	OCONEE PROBATE COURT
	)	
	)	2020-ES-37-00532
DONNA MOORE,	)	
GREGORY ALLEN PIERCE,	)	
JARED ADAM PIERCE,	)	
RESPONDENTS.	)	

FILED OCONEE COUNTY, SC
MELISSA C. BURTON
CLERK OF COURT
2023 DEC -6 P 3:29

The attached papers comprise the case file which is transmitted to the Court of Common Pleas as the result of an appeal in accordance with Section 62-01-308, et seq., South Carolina Code of Laws.

1. Return on Appeal.
2. Application/Petition for Appointment of Special Administrator
3. Application for Restraint of Performance of Personal Representative (SLED investigation, signature found on the July 7, 2020 Will is not that of the decedent.
4. Temporary Order of Restraint to Dorothy Pierce.
5. Order on Petition to Appoint Special Administrator, Adam Lee, Esquire. Issued by former Associate Judge Ashley Rice.
6. Order, dated August 21, 2023.
7. October 11, 2023 letter of registration of Special Administrator, Adam Lee, Esquire.
8. Order Affirming Private Family Agreement dated October 12, 2023 with Exhibit A.
9. Amended Order Affirming Private Family Agreement dated October 17, 2023. Section 13 was removed as it appeared to be improper and it was beneficial to the Appellant to be removed.
10. Order for Civil Contempt.
11. Termination of Appointment-removal of Dorothy Pierce.
12. Email chain dated October 24, 2023 advising her of right to appeal and her fiancé actions in the lobby of the probate court.
13. Opposing counsel's Motion to Dismiss Appeal.

ENTERED COMPUTER

14. Thumb drive of court proceedings.

Respectfully submitted,

DANNY SINGLETON,
JUDGE OF PROBATE

December 6, 2023

Walhalla, South Carolina

STATE OF SOUTH CAROLINA	)	
	FILED OCONEE COUNTY, SC	IN THE COURT OF COMMON PLEAS
COUNTY OF OCONEE	MELISSA C. BURTON CLERK OF COURT	2023-CP-37-00794
	)	
DOROTHY PIERCE,	2023 DEC 6 P 3:29	
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Respectfully submitted,

Danny Singleton, Judge of Probate
Oconee County, SC

December 6, 2023

Walhalla, South Carolina

STATE OF SOUTH CAROLINA)
)
COUNTY OF OCONEE)

IN THE MATTER OF:
DOYLE ELTON PIERCE
(Decedent)

IN THE PROBATE COURT

APPLICATION/*PETITION FOR APPOINTMENT OF SPECIAL ADMINISTRATOR

CASE NUMBER: 2020ES3700532

***COMPLETE THIS SECTION ONLY IF FILING PETITION FOR SPECIAL ADMINISTRATOR**

*GREGORY A. PIERCE,
Petitioner(s)

vs.

*DOROTHY PIERCE,
Respondent(s)

☐ **INFORMAL** ☒ ***FORMAL**

OCONEE PROBATE
APR 4 PM4:44

Appointment of a Special Administrator is requested:

INFORMAL PROCEEDING:

- ☐ to protect the Estate of Decedent prior to the appointment of a general Personal Representative.
- ☐ to safeguard Estate assets until a Successor Personal Representative is appointed due to the death or disability of _____, the previously appointed Personal Representative.
- ☐ to enforce a creditor's security interest upon property of the Estate or to institute proceedings to establish the Decedent's liability to the extent of the limits of insurance protection only.
- ☐ to take appropriate actions involving Estate assets, specifically: _____.
- ☐ to obtain medical, tax, or other confidential records, specifically:_____.

- ☐ to gain access to and take possession of any Wills, deeds to cemetery plots, and insurance policies, or other Estate related documents in Decedent's safe deposit box located at: _____.
- ☐ Other: _____.

FORMAL PROCEEDING:

☒ Appointment of a Special Administrator is requested to preserve the Estate and to secure the Estate and to secure the Estate's proper administration because: THE PERSONAL REPRESENTATIVE HAS BEEN REMOVED BY PRIOR COURT ORDER. THAT ORDER HAS NOW BEEN APPEALED TO THE COURT OF APPEALS. THERE ARE DELINQUENT 2021 PROPERTY TAXES, AND THE ASSETS OF THE ESTATE are being allowed to waste.

☐ Other: _____.

***NOTE: IF THIS IS A FORMAL PROCEEDING, IN ADDITION TO A PETITION, YOU MUST ALSO FILE A SUMMONS (FORM SCCA 401PC) AND PAY THE STATUTORY FILING FEE OF $150.00. A HEARING IN THE PROBATE COURT ON THE PETITION MAY BE REQUIRED.**

VERIFICATION

The undersigned, being sworn, states that the facts set forth in the foregoing statements are true to the best of the undersigned's knowledge, information and belief; and hereby submits to the Court's jurisdiction in this matter.

SWORN to before me this 4th day of April, 20 22

Zana R Hicks

Notary Public for South Carolina

My Commission expires:

ZANA R. HICKS
NOTARY PUBLIC
SOUTH CAROLINA
MY COMMISSION EXPIRES 3-26-28

Signature: Gregory A Pierce

Print Name: GREGORY A. PIERCE

Address: 638 ZION CHURCH ROAD
EASLEY, SC 29642

Telephone (Work):

(Home):

(Cell): (864) 982-4792

Email:

Relationship to Decedent/Estate: SON

ORDER FOR HEARING

IT IS HEREBY ORDERED that a hearing on this matter be set for:

DATE: _____

TIME: _____

PLACE: _____

Pursuant to SCPC 62-1-401, Petitioner is ordered to give notice of this hearing to all interested persons at least twenty (20) days prior to the hearing date.

Executed this day of , 20 .

_____

, Probate Court Judge

ORDER OF APPOINTMENT

IT IS HEREBY ORDERED that the above application/petition for appointment of Special Administrator in the above estate be

☐ GRANTED ☐ DENIED as follows:

RESTRICTIONS: _____

Executed this day of , 20 .

_____

, Probate Court Judge

QUALIFICATION AND STATEMENT OF ACCEPTANCE

I accept appointment and agree to perform the duties and discharge the trust of the office of Special Administrator of the foregoing Estate and submit to the jurisdiction of the Court in this matter.

Signature:
Print Name: GREGORY A. PIERCE
Address: 638 ZION CHURCH ROAD
EASLEY, SC 29642
Telephone (Work):
(Home):
(Cell): (864) 982-4792
Email:

Attorney: RICHARD HUNT MCDUFF
Address: 119-B PROFESSIONAL PARK DRIVE
SENECA, SC 29678
Telephone: (864) 882-2466
Email: Rick@mjmlawsc.com

STATE OF SOUTH CAROLINA)
)
COUNTY OF OCONEE)
)
IN THE MATTER OF:)
DOYLE ELTON PIERCE)
(Decedent))

IN THE PROBATE COURT

APPLICATION FOR RESTRAINT OR PERFORMANCE OF PERSONAL REPRESENTATIVE

CASE NUMBER: 2020ES3700532

The undersigned states as follows:

I request a Temporary Order of ☒ *RESTRAINT* ☐ *PERFORMANCE* of Disposition of Estate Assets and Property, Personal Representative in this Estate, because (please set out your specific demands; attach additional sheets if necessary):

At the request of Sheriff Crenshaw, the Last Will and Testament of the Decedent, Doyle E. Pierce was examined by SLED for authenticity. Upon examination by SLED Questioned Documents Examiner, Jack Jamieson, it was determined that the signature found on the July 7, 2020 Will is not that of the Decedent.

In order to prevent the fraudulent dissipation of estate assets, it is requested that the Personal Representative be restrained from disposing of or otherwise dissipating estate assets until a full hearing can be conducted.

Executed this 6TH day of APRIL, 2021.

Signature: _____
Print Name: JARED ADAM PIERCE
Address: 404 N. CHURCH STREET
WALHALLA, SOUTH CAROLINA 29691
Telephone (Work): _____
(Home): _____
(Cell): (864) 723-1535
Email: _____
Relationship to Decedent/Estate: SON

Attorney: RICHARD HUNT MCDUFF
Address: 119-B PROFESSIONAL PARK DRIVE
SENECA, SOUTH CAROLINA 29678
Telephone: (864) 882-2466
Email: RICK@MJMLAWSC.COM

SWORN to before me this 6th day of April, 2021

Zana R Hicks

Notary Public for South Carolina
My commission expires: _____

ZANA R. HICKS
NOTARY PUBLIC
SOUTH CAROLINA
MY COMMISSION EXPIRES 3-26-28

OCONEE PROBATE
APR 7 AM 8:56

FORM #330ES (1/2016)
62-3-607(b)

TEMPORARY ORDER OF RESTRAINT/PERFORMANCE

IT IS HEREBY ORDERED that the following conditions be imposed on DOROTHY PIERCE the Personal Representative in the above estate.

RESTRICTIONS:
THE PERSONAL REPRESENTATIVE HEREBY IS RESTRAINED FROM DISTRIBUTING, DISSIPATING AND OR DISPOSING OF ANY AND ALL ESTATE ASSETS UNTIL A FULL HEARING CAN HELD WITH ALL INTERESTED PARTIES PRESENT.

IT IS SO ORDERED!

Executed this 6th day of April, 2021.

OCONEE PROBATE COURT
'21 APR 6 PM4:32:22

KENNETH E. JOHNS JR., Probate Court Judge

ORDER FOR HEARING

IT IS ORDERED that a hearing on this matter be set for:

DATE: TBD

TIME: TBD

PLACE: 415 S PINE STREET WALHALLA, SC 29691

Pursuant to SCPC 62-2-607(b), the Applicant is ordered to give Notice of this Hearing by serving a copy of this Application, Temporary Order, and Order for Hearing to the Personal Representative by ***one of the following methods:** (1) Personal Delivery, (2) Acceptance of Service, or (3) delivery by one of the methods above to the Agent of a non-resident Personal Representative if one has been appointed to receive service of process

An Affidavit of Service or Proof of Delivery (FORM #120PC) confirming service as outlined above shall be filed with the Court prior to or at the time of the hearing.

In addition to service upon the Personal Representative and/or his/her agent, the Attorney of Record for the Personal Representative, if any, or his/her Agent shall be notified by ordinary mail or personal delivery. An Affidavit of Service or a Proof of Delivery (FORM #120PC) confirming service in this manner shall be filed with the Court prior to or at the time of the hearing.

* In that this proceeding is one for restraint without prior notice to the Personal Representative, the other methods of service listed on the Form 120 may not be used without obtaining prior written Court approval.

Executed this 6th day of April, 2021.

KENNETH E. JOHNS JR., Probate Court Judge

STATE OF SOUTH CAROLINA	)	IN THE PROBATE COURT
	)	
COUNTY OF OCONEE	)	Case No.: 2020ES3700532
IN THE MATTER OF:	)	OCONEE PROBATE
DOYLE ELTON PIERCE, DECEASED.	)	AUG 15 2022 PM3:17
	)	
Gregory A. Pierce,	)	
Petitioner,	)	**ORDER ON PETITION TO APPOINT SPECIAL ADMINISTRATOR**
Vs.	)	
	)	
Dorothy Pierce,	)	
	)	
Respondent.	)	
	)	

THIS MATTER came before the Court for a hearing on July 28, 2022, on the Petitioner's Petition for Appointment of Special Administrator. Having heard the testimony of the witnesses, and after having reviewed the evidence, the Court hereby finds as follows:

1. That relief is granted for a Special Administrator for the Estate of Doyle Elton Pierce.
2. That the Special Administrator shall be an Estate/Probate attorney in good standing with the South Carolina Bar. The Special Administrator will be identified and appointed by this Court.
3. The Special Administrator shall have the full plenary powers to administer the Estate as set forth in *S.C. Code Ann.* §§ 62-3-617 and 62-3-711.
4. The Special Administrator shall serve until such time as an opinion has been issued by the South Carolina Court of Appeals in the matter styled ***Dorothy Pierce, Appellant v. Jared A. Pierce, Respondent***, Case No. 2021-001552. Once a decision of the Court of Appeals is rendered, this Court shall have the authority to order further relief.

5. The Special Administrator shall be required to submit a new Inventory and Appraisement to this Court within ninety (90) days of appointment, along with a detailed accounting of all funds that have come into or disbursed from the Estate.
6. While the Respondent shall still be deemed to be the Personal Representative due to her pending appeal, pursuant to *S.C. Code Ann.* § 62-3-607(a), Ms. Pierce shall be restrained from engaging in any acts on behalf of the Estate as Personal Representative. This Court shall have the authority to enter additional orders and grant further relief depending upon the decision of the Court of Appeals.
7. Any Estate assets taken without the approval of the Personal Representative shall be delivered immediately to the Special Administrator for safe keeping until such time as the Court of Appeals has issued its decision and the time has come for the distribution and disbursement of assets.
8. The Court makes no determination at this time as to the occupancy of a mobile home by Samantha Leigh. The Court shall have the authority to address this issue in the future, if needed, upon a decision of the Court of Appeals.
9. The Special Administrator shall determine whether the Ford F350 truck was gifted to Gregory A. Pierce before the Decedent's death or whether it is an Estate asset.
10. The Special Administrator shall have the authority to employ disinterested third parties to assist or preserve any assets of the Estate.
11. Upon providing authenticated proof, Donna Moore shall be entitled to reimbursement from the Estate in the amount of $13,120.36 paid to Blue Ridge Bank in order to satisfy the outstanding mortgage.

12. Upon providing authenticated proof, Dorothy Pierce shall be entitled to reimbursement for personal money spent by her for the benefit of the Estate.

13. Any other debt owed to any third party shall be properly authenticated and established to be a *bona fide* debt of the Estate prior to being paid.

14. The Court also notes that the Respondent filed a Motion to Disqualify the Petitioner's attorney, Richard H. McDuff, Esquire, based upon an alleged conflict of interest. Based upon the record before the Court, I find no evidence of a conflict of interest. Mr. McDuff was contacted by Blue Ridge Bank, a long-standing client, and he passed information along to the Decedent's children regarding Blue Ridge Bank's decision to file a foreclosure action against Estate real property. The Court finds that Mr. McDuff conveyed the information to the children of the Decedent with the best interest of the Estate in mind so that Estate assets could be protected and preserved. At no time did he ever file a foreclosure action on behalf Blue Ridge Bank and against the Estate. If requested, the Court will conduct a formal hearing on the matter; provided, however, that the Respondent/Personal Representative must prove that Mr. McDuff acted in a way that personally benefitted him or, with malice, caused the Estate to be adversely affected. It appears the Court that Mr. McDuff assisted in preserving Estate assets that would benefit all parties.

Done and ordered this 15th day of August 2022.

Ashley M. Rice
Probate Judge

DOBSON
LAW GROUP

Virginia M. Phillips†
Certified Estate Planning and Probate Specialist

Michael B. Bridges††
Certified Estate Planning and Probate Specialist

Adam G. Lee

† Also admitted in GA
†† Also admitted in NC and FL

October 11, 2023

Oconee County Probate Court
ATTN: Judge Danny Singleton
P. O. Box 471
Walhalla, SC 29691-0471

Re: In The Matter of Doyle E. Pierce, Case No: 2020ES3700532

Dear Judge Singleton:

In accordance with S.C. Code Sections 62-3-618 and 62-3-610, I hereby resign as Special Administrator of the above referenced Estate effective after twenty (20) days of this notice. By copy hereto, I am providing twenty days (20) written notice to the persons known to be interested in the Estate to allow them the opportunity to apply or petition for appointment as successor special administrator.

Please do not hesitate to let me know if you have any questions or concerns.

Sincerely,

Adam G. Lee
AGL/mmd

cc: Rick McDuff, Esq.
Donna Carol Moore
Dorothy Pierce

G:\6\6956\CO.Judge Singleton

OCONEE PROBATE
OCT 17 '23 8:30

STATE OF SOUTH CAROLINA OCONEE COUNTY	IN THE PROBATE COURT
IN THE MATTER OF DOYLE E. PIERCE	Case Number: 2020ES3700532
Adam G. Lee, as Special Administrator of the Estate of Doyle E. Pierce, Petitioner, v. Gregory Alan Pierce, Jared Adam Pierce, Donna Carol Moore and Dorothy Pierce, Respondents.	**ORDER**

This matter came before the Court pursuant to a Petition filed by Petitioner. Present at the hearing were Petitioner, Gregory Alan Pierce and his attorney Richard H. McDuff, Donna C. Moore, Pro Se, and Dorothy Pierce (hereinafter referred to as "Respondent Dorothy") and her attorney Catherine Wyse. Jared A. Pierce (hereinafter referred to as "Respondent Jared") is represented by Richard H. McDuff and his attendance was waived. Both jurisdiction and venue were proper.

Doyle E. Pierce (hereinafter referred to as the "Decedent") died on September 14, 2020, and his estate (hereinafter referred to as the "Estate") is being administered in Oconee County, South Carolina. Respondent Jared filed an action in this Court to contest the purported last will and testament of the Decedent dated July 7, 2020 (hereinafter referred to as the "Last Will"). This Court issued an Order declaring that the Last Will was invalid on August 18, 2021. Respondent Dorothy has appealed this decision and that appeal is currently pending. The Estate currently owns real

OCONEE PROBATE COURT
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property, automobiles and personal property located in Oconee County, South Carolina. The Estate has no funds from which to pay any expenses or liabilities incurred by the Estate.

Petitioner currently serves as Special Administrator of the Estate as detailed in the Court Order dated August 30, 2022. Petitioner filed a Petition on March 15, 2023, seeking the Court's guidance and instruction on a number of issues, document construction, declaratory judgment, and such other and further relief as the Court may deem just and proper. This Court declines to address the matters requested in the Petitioners' Petition other than those provided for herein on the basis that this Court has no jurisdiction over the subject matter due to the pending appeal filed by Respondent Dorothy.

This Court hereby orders that the Special Administrator does not have any authority or power to sell Estate assets due to the pending appeal filed by Respondent Dorothy. However, given that the Estate has no funds to utilize in potentially safeguarding Estate assets, this Court hereby orders that each Respondent shall be provided access to all of the Estate assets and Estate real property, to specifically exclude the residence located 750 Mourning Dove Lane, Seneca, SC 29678, to take any action necessary to safeguard and salvage the Estate assets upon the condition that no Estate assets are to be removed from the Estate property without Court approval. It is further ordered that Respondents shall not access the warehouse located at 708 Mourning Dove Lane, Seneca, SC 29678, without Respondent Dorothy being present. Respondents shall notify all Respondents and Petitioner prior to entering the Estate real property to take such actions.

IT IS SO ORDERED.

The Honorable Daniel Singleton
Oconee, South Carolina

Date: August 21, 2023
Oconee, South Carolina

STATE OF SOUTH CAROLINA	)	IN THE PROBATE COURT
	)	
COUNTY OF OCONEE	)	Case No.: 2020ES3700532
	)	
IN THE MATTER OF:	)	
DOYLE E. PIERCE	)	
DECEASED,	)	
	)	

ORDER AFFIRMING PRIVATE FAMILY AGREEMENT

THIS MATTER came before the Court on October 11, 2023, pursuant to Rule 43(k), South Carolina Rules of Civil Procedure, whereby Gregory Alan Pierce, Jared Adam Pierce, Donna Carol Moore (the surviving adult children of Doyle E. Pierce), and Queen Dorothy Amolo Pierce (the surviving widow of Doyle E. Pierce), entered into a Private Family Agreement pursuant to *S.C. Code Ann.* § 62-3-912 in connection with the Estate of Doyle E. Pierce. The parties placed their agreement on the record before the Court and all acknowledged their agreement. Therefore, it is hereby **Ordered and Adjudged** as follows:

1. **Distributions to Parties**. The Decedent's assets shall be distributed to Gregory Alan Pierce, Jared Adam Pierce, Donna Carol Moore, and Queen Dorothy Amolo Pierce as more fully described in Exhibit A.
2. **Dismissal of Appeals**. Within ten (10) days of the date of this Order, Queen Dorothy Amolo Pierce shall withdraw and dismiss, with prejudice, the appeals pending in the South Carolina Court of Appeals, Appellate Case No.: 2021-001552, and in the Oconee County Court of Common Pleas, Case No. 2023-CP-37-00685.
3. **Estate Debts**. Within thirty (30) days of the date of this Order, Queen Dorothy Amolo Pierce shall pay, in full, the indebtedness to Davenport Funeral Home for funeral expenses and reimburse Adam Lee, Esq., for 2022 real property taxes paid by his law firm in the approximate amount of $3,000.00. Within sixty (60) days of the date of this Order, Queen

Dorothy Amolo Pierce shall reimburse Donna Carol Moore for the amount paid by Donna Carol Moore in the amount of $13,120.36 paid by Donna Carol Moore to pay off the mortgage indebtedness with Blue Ridge Bank.

4. **Estate Expenses Paid by Personal Representative**. Any personal expenses owed to Queen Dorothy Amolo Pierce by the Estate or any other party to this Agreement shall be considered paid in full.

5. **Cash Payments to Parties**. Queen Dorothy Amolo Pierce shall pay to Donna Carol Moore the $10,000.00 cash payment described in Exhibit A within sixty (60) days of the date of this Order.

6. **Removal of Items**. All parties are required to obtain their items or personal property, as detailed on Exhibit A, within thirty (30) days of the execution of this Agreement. All parties will be provided access to retrieve any such personal property upon reasonable notice. The cost of removal of items, transportation, and delivery of the property shall be borne by the respective parties. The estate shall not be responsible for any cost related to the removal of distributed items from the Estate.

7. **Transfer of Titles, Recording of Deeds, and Easements**. Queen Dorothy Amolo Pierce shall be responsible for employing a qualified real estate attorney to prepare necessary Quit Claim Deeds for the transfer of real property as more specifically set forth in Exhibit A. Each party shall be responsible for their pro rata share of the deed preparation costs and recording fees. If required, each party shall provide ingress/egress easement across their property in the event any other party does not have access from their property to a public roadway. The easement shall be located for access to the closest public roadway and located in the least obtrusive place as possible on the servient estate property. Any party

possessing an ingress/egress easement as the dominant estate across the property of another party shall be equally responsible for the cost of maintenance of the easement area. The cost of recording deeds and transfer of the property titles will be borne by each party. Each Party shall be solely responsible for the payment of any tax associated with their inheritance, if any.

8. **Tenant of Mobile Home Located at 745 Mourning Dove Lane**. Within sixty (60) days of the execution of this Agreement, Gregory Alan Pierce must make sure that:
    a) The tenant of such property, Samantha Leigh, vacates the mobile home located at 745 Mourning Dove Lane; and,
    b) Confirm all utility bills are up to date and paid in full before vacating the Mobile home; and,
    c) Clean the interior of the mobile home before vacating.
9. **Legal Fees**. All parties shall bear his or her own individual attorneys' fees and expenses.
10. **Release of Interest in Real Property**. The parties hereby agree, that in consideration of the real property to be received as listed on Exhibit A, each party does remise, release, and forever quit-claim any interest, right, or title he or she may have in and to the real property to be conveyed to the other individual parties as listed on Exhibit A.
11. **Future Documents**. The parties shall sign all additional documents reasonably necessary in the future to fully effectuate this Agreement, including, but not limited to, releases, closing statements, deeds, receipts, accountings, tax returns, etc. All parties shall sign any remaining documentation necessary to close the Estate.
12. **Mutual Release**. This clause does not release any party named in lawsuits number: 2022-CP-3700108 and 2022-CP-3700182, respectively, from any part of the legal process,

liability, actions and causes of action, demands, allegations, damages, and any and all other liabilities and obligations related to the lawsuits. Except as to the enforcement of this Agreement:

a. Each party does hereby remise, release and forever discharge the Estate, the Personal Representative (both individually and in her fiduciary capacity), the Special Administrator (both individually and in his fiduciary capacity), each other beneficiary of the Estate, and their respective subsidiaries, agents, predecessors, attorneys, officers, managers, employees, successors and assigns, heirs and devisees, spouses and personal representatives (collectively, the "Released Parties") from any and all claims, counterclaims, setoffs, actions and causes of action, suits, arbitration, demands, allegations, warranties, rights, damages and any and all other liabilities and obligations asserted or unasserted, established or unestablished, determined or undetermined, proven or unproven, absolute or inchoate or contingent which such party may have had or may have now, up to and including the date hereof, against the Released Parties, arising directly, indirectly, derivatively or in any other manner arising out of or otherwise related to any act or omission of the Released Parties in connection with the Estate or the administration thereof or in any manner related to any relationship or dealings, contractual or otherwise, between such party and any or all of the Released Parties or any of their subsidiaries, agents, predecessors, attorneys, officers, managers, employees, successors and assigns, heirs and devisees, spouses and personal representatives in connection with the Estate or the administration thereof.

b. Each party hereby acknowledges and agrees that the release granted in this Section 13 (the "Release") is a general release and further expressly waives and assumes the risk

of any and all claims for damages which exist as of this date but of which the such party does not know or suspect to exist, whether through ignorance, oversight, error, negligence, or otherwise, and which, if known, would materially affect such party's decision to enter into this Agreement. Each party further agrees that it has accepted payment of the sums or bequests specified in this Agreement as a complete compromise of matters involving disputed issues of law and fact and it assumes the risk that the facts or laws may be otherwise than it believes. It is understood and agreed by the parties that this settlement is a compromise of a doubtful and disputed claim, and payment is not to be construed as an admission of liability on the part of any other party, by whom liability is expressly denied.

c. The parties shall dismiss, with prejudice, all actions pending with respect to the Estate, except for the probate administration of the Estate in the Probate Court, which shall continue to be administered in accordance with the terms of this Order.

13. **Administration of the Estate After Entry of this Order**. All parties agree that.

a) Queen Dorothy Amolo Pierce shall oversee the distribution of assets to the beneficiaries and further make sure the estate debts and obligations are successfully paid before the estate is closed.

b) Queen Dorothy Amolo Pierce shall act as Personal Representative of the Estate of Doyle Elton Pierce until all pending estate matters are resolved, and the estate is officially closed. Queen Dorothy Amolo Pierce will incur her own expenses incurred in the administration of the Estate, except as otherwise provided.

14. **Right of Notice of Auction**. Queen Dorothy Amolo Pierce shall be authorized to schedule an auction to sell any remaining assets of the Estate not distributed hereunder. All parties

shall be given a ten (10) day notice of the date of any auction to sell the assets of the Estate not distributed hereunder.

15. Trash Disposal. Queen Dorothy Amolo Pierce may allow Donna Carol Moore and Gregory Alan Pierce the option to obtain any items she intends to give away for free or haul away as trash to the landfill after the auction. The timeline for the removal of these items will be determined by mutual agreement. If the parties cannot agree, the Court will determine the dates(s) and time(s).

16. Notices. Any written notice required by or related to this Agreement shall be deemed to have been delivered when deposited into the US Mail, postage prepaid, and addressed as follows:

Gregory Alan Pierce:

638 Zion Church Rd, Easley SC. 29642

Jared Adam Pierce:

C/O Metallityö Vainio Oy

Parkatintie 38, 74120 Lisalmi, Finland-Suomi.

Donna Carol Moore:

149 Flat Rock Church Rd, Liberty SC 29657.

Queen Dorothy Amolo Pierce:

750 Mourning Dove Lane, Seneca, SC. 29678

Each party shall notify all other parties in writing of his or her address changes.

IT IS SO ORDERED!

Dated this 12 day of October, 2023

HON. DANNY SINGLETON
Judge, Oconee County Probate Court

Exhibit A

GREGORY ALAN PIERCE:

1. 16.07 acres of land which is a part of Cedar Hill Farm
2. F350 1970 Ford Truck
3. Simmons Road, measuring 0.04 acre.
4. Belarus tractor beside silver shed.
5. 4 cattle body pieces
6. Two Old Acetylene torches
7. Old Electric Welder
8. Old Small wood heater
9. Red toolbox

JARED ADAM PIERCE:

1. 8.86 acres of Land which is a part of Cedar Hill Farm
2. 2 guitars with amps
3. 20 guns with their ammunition

DONNA CAROL MOORE:

1. 3.30 acres of land and .60 acres of land all adjacent to Cedar Hill Farm for a total of 3.90 acres.
2. $10,000.00, payable by Queen Dorothy Amol Pierce within sixty (60) days of the date of this Court's Order
3. Jubilee 1953 Ford tractor with its Bush Hog
4. Cutaway Harrows
5. Scarfire
6. Disc Plow
7. Small Backhoe (This backhoe is different from the bigger backhoe that is used with a Ford 3236 Tractor- It's not guaranteed that this item is located on the Estate property)

QUEEN DOROTHY AMOLO PIERCE:

1. Three-bedroom Brick home on 750 Mourning Dove Lane with
2. Land measuring approx. 33.36 Acres of land from the main farm
3. Woods Lots #7, 8, 10, and 15 on Oak Ridge Road
4. Oak Ridge Road measuring 1.66 acres (liability)
5. 3200 sq. ft. Warehouse on 708 Mourning Dove Lane
6. Mobile Home located on 745 Mourning Dove Lane

7. Two small guns with ammunition
8. Motor Vehicles Not taken by other beneficiaries.
9. All the residue of the estate of Doyle Elton Pierce which has not otherwise been taken by any beneficiary or auctioned to pay estate debts.

STATE OF SOUTH CAROLINA	)	IN THE PROBATE COURT
	)	
COUNTY OF OCONEE	)	Case No.: 2020ES3700532
IN THE MATTER OF:	)	
DOYLE E. PIERCE	)	
DECEASED,	)	
	)	

AMENDED ORDER AFFIRMING PRIVATE FAMILY AGREEMENT

THIS MATTER came before the Court on October 11, 2023, pursuant to Rule 43(k), South Carolina Rules of Civil Procedure, whereby Gregory Alan Pierce, Jared Adam Pierce, Donna Carol Moore (the surviving adult children of Doyle E. Pierce), and Queen Dorothy Amolo Pierce (the surviving widow of Doyle E. Pierce), entered into a Private Family Agreement pursuant to *S.C. Code Ann.* § 62-3-912 in connection with the Estate of Doyle E. Pierce. The parties placed their agreement on the record before the Court and all acknowledged their agreement. Therefore, it is hereby **Ordered and Adjudged** as follows:

1. **Distributions to Parties**. The Decedent's assets shall be distributed to Gregory Alan Pierce, Jared Adam Pierce, Donna Carol Moore, and Queen Dorothy Amolo Pierce as more fully described in Exhibit A.
2. **Dismissal of Appeals**. Within ten (10) days of the date of this Order, Queen Dorothy Amolo Pierce shall withdraw and dismiss, with prejudice, the appeals pending in the South Carolina Court of Appeals, Appellate Case No.: 2021-001552, and in the Oconee County Court of Common Pleas, Case No. 2023-CP-37-00685.
3. **Estate Debts**. Within thirty (60) days of the date of this Order, Queen Dorothy Amolo Pierce shall pay, in full, the indebtedness to Davenport Funeral Home for funeral expenses and reimburse Adam Lee, Esq., for 2022 real property taxes paid by his law firm in the approximate amount of $3,000.00. Within sixty (60) days of the date of this Order, Queen

Dorothy Amolo Pierce shall reimburse Donna Carol Moore for the amount paid by Donna Carol Moore in the amount of $13,120.36 paid by Donna Carol Moore to pay off the mortgage indebtedness with Blue Ridge Bank.

4. **Estate Expenses Paid by Personal Representative**. Any personal expenses owed to Queen Dorothy Amolo Pierce by the Estate or any other party to this Agreement shall be considered paid in full.

5. **Cash Payments to Parties**. Queen Dorothy Amolo Pierce shall pay to Donna Carol Moore the $10,000.00 cash payment described in Exhibit A within sixty (90) days of the date of this Order.

6. **Removal of Items**. All parties are required to obtain their items or personal property, as detailed on Exhibit A, within thirty (30) days of the execution of this Agreement. All parties will be provided access to retrieve any such personal property upon reasonable notice. The cost of removal of items, transportation, and delivery of the property shall be borne by the respective parties. The estate shall not be responsible for any cost related to the removal of distributed items from the Estate.

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possessing an ingress/egress easement as the dominant estate across the property of another party shall be equally responsible for the cost of maintenance of the easement area. The cost of recording deeds and transfer of the property titles will be borne by each party. Each Party shall be solely responsible for the payment of any tax associated with their inheritance, if any.

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    a) The tenant of such property, Samantha Leigh, vacates the mobile home located at 745 Mourning Dove Lane; and,
    b) Confirm all utility bills are up to date and paid in full before vacating the Mobile home; and,
    c) Clean the interior of the mobile home before vacating.
9. **Legal Fees**. All parties shall bear his or her own individual attorneys' fees and expenses.
10. **Release of Interest in Real Property**. The parties hereby agree, that in consideration of the real property to be received as listed on Exhibit A, each party does remise, release, and forever quit-claim any interest, right, or title he or she may have in and to the real property to be conveyed to the other individual parties as listed on Exhibit A.
11. **Future Documents**. The parties shall sign all additional documents reasonably necessary in the future to fully effectuate this Agreement, including, but not limited to, releases, closing statements, deeds, receipts, accountings, tax returns, etc. All parties shall sign any remaining documentation necessary to close the Estate.

12. **Administration of the Estate After Entry of this Order.** All parties agree that.

a) Queen Dorothy Amolo Pierce shall oversee the distribution of assets to the beneficiaries and further make sure the estate debts and obligations are successfully paid before the estate is closed.

b) Queen Dorothy Amolo Pierce shall act as Personal Representative of the Estate of Doyle Elton Pierce until all pending estate matters are resolved, and the estate is officially closed. Queen Dorothy Amolo Pierce will incur her own expenses incurred in the administration of the Estate, except as otherwise provided.

13. **Right of Notice of Auction.** Queen Dorothy Amolo Pierce shall be authorized to schedule an auction to sell any remaining assets of the Estate not distributed hereunder. All parties shall be given a ten (10) day notice of the date of any auction to sell the assets of the Estate not distributed hereunder.

14. **Trash Disposal.** Queen Dorothy Amolo Pierce may allow Donna Carol Moore and Gregory Alan Pierce the option to obtain any items she intends to give away for free or haul away as trash to the landfill after the auction. The timeline for the removal of these items will be determined by mutual agreement. If the parties cannot agree, the Court will determine the dates(s) and time(s).

15. **Notices.** Any written notice required by or related to this Agreement shall be deemed to have been delivered when deposited into the US Mail, postage prepaid, and addressed as follows:

Gregory Alan Pierce:

638 Zion Church Rd, Easley SC. 29642

Jared Adam Pierce:

C/O Metallityö Vainio Oy

Parkatintie 38, 74120 Lisalmi, Finland-Suomi.

Donna Carol Moore:

149 Flat Rock Church Rd, Liberty SC 29657.

Queen Dorothy Amolo Pierce:

750 Mourning Dove Lane, Seneca, SC. 29678

Each party shall notify all other parties in writing of his or her address changes.

IT IS SO ORDERED!

Dated this 17 day of October, 2023

HON. DANNY SINGLETON
Judge, Oconee County Probate Court

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE

IN THE MATTER OF:

DOROTHY PIERCE,
PERSONAL REPRESENTATIVE
THE ESTATE OF DOYLE E. PIERCE
(Decedent)

IN THE PROBATE COURT

CASE NUMBER: 2020ES3700532

ORDER OF CIVIL CONTEMPT

On October 19, 2023, Mrs. Dorothy Pierce was appointed as Personal Representative of the above Estate. This was done pursuant to an Amended Order Affirming Private Family Agreement, SC Code 62-03-912 that was placed on the record on October 11, 2023. This Order was issued under Rule 43(k) of the SC Rule of Civil Procedure and placed on the record in open court. All parties understood and acknowledged that this agreement would be binding.

On October 13, 2023, Mrs. Pierce filed a Notice of Appeal to the Order Affirming Private Family Agreement and filed with this court. An Amended Order Affirming Private Family Agreement was issued on October 17, 2023, removing section 13 of the agreement. All parties agreed. On October 24, 2023, Mrs. Pierce filed an appeal to the amended order and filed with this court. On November 1, 2023, an emergency hearing was conducted at 10:00 am to determine if Dorothy Pierce should be removed as Personal Representative of the above Estate for violation of the Amended Order Affirming Private Family Agreement.

The court heard from all parties involved. The court determined that Mrs. Pierce was in violation of the order and removed as the Personal Representative. The violations that occurred are as follows:

1. The Amended Order Affirming the Private Family Agreement stated that Mrs. Pierce would remove all appeals within 10 days of this Order; she failed to do so and filed more appeals.

2. She refused to work with the other parties in scheduling a proper time for other heirs to obtain property according to the Amended Order Affirming Private Family Agreement.

At this time, Mrs. Pierce became very agitated, rose from her chair very quickly, yelled at the court in an animated manner, and attempted to leave the hearing. The court instructed her to remain in the court and be seated. The court warned her of contempt due to her behavior. Mrs. Pierce continued to argue with the court. The court warned her again of contempt and stated if she continued, she could be jailed and/or fined. Moments later, she continued again arguing with the court and stated she would not agree to anything and would appeal any further ruling. The court found her in contempt and stated she would be fined $500.00 or 30 days in jail. The court instructed her that she had 30 days to pay the contempt fine or she would be jailed for 30 days. Once the case ended, Mrs. Pierce stormed out of the courtroom.

Therefore, it is Ordered and Adjudged that Dorothy Pierce is found in Civil Contempt of Court and ordered to pay a contempt fine of $500.00 within 30 days from the issuance of this Order or be jailed for 30 days.

NOVEMBER 2, 2023
Oconee County South Carolina

Danny Singleton,
Judge of Probate

STATE OF SOUTH CAROLINA)
)
COUNTY OF: OCONEE)

IN THE MATTER OF:
DOYLE ELTON PIERCE)
(Decedent)

IN THE ...OBATE COURT

TERMINATION OF APPOINTMENT

CASE NUMBER: 2020ES3700532

The appointment of DOROTHY PIERCE, Personal Representative for the above estate, is hereby terminated for the following reason(s):

- ☐ Satisfactory Completion of Assigned Duties
- ☐ Death
- ☐ Disability
- ☐ Voluntary Resignation
- ☒ Removal
- ☐ Change of Testacy Status
- ☐ Special Administrator
- ☒ Other (specify): Failure of fiduciary responsibilities as Personal Representative and failure to follow family agreement that was placed on the resord under Rule43K, which made the agreement binding. Personal Representative was removed by the Oconee County Probate Court on the 1st day of November, 2023.

Termination does not discharge a Personal Representative from liability for transactions or omissions occurring before termination or relieve him/her of the duty to preserve assets subject to his/her control, to account therefor, and to deliver the assets.

Executed this 1st day of November 2023.

- ■ Danny Singleton, Probate Judge
- ☐ Griselda L Godoy, Sr. Associate Probate Judge
- ☐ Erin Green, Associate Probate Judge

FORM #414ES (1/2014)
62-3-608, 62-3-609, 62-3-610, 62-3-611, 62-3-618

Danny Singleton

From: Danny Singleton
Sent: Tuesday, October 24, 2023 12:08 PM
To: Dorothy Pierce
Cc: Donna Moore; Rick McDuff; Griselda Godoy
Subject: RE: Unopposed Order Approving GEICO Settlement- Pierce Estate

Again, the appeal issue was part of the agreement. If it is your intent to appeal, you have every right to do so, however, it violates the agreement and it was stated in court that the appeals were to be removed. It was proper to remove Item 13 from the order/agreement, you indicated that was fine. Also, on the day of appointment as PR, it was reiterated to you again in which you agreed and stated that would not happen.

A hearing will be scheduled soon to determine the status of the personal representative.

It also appears that you fiancé may have picked up the wrong documents. Further, your fiancé will no longer be allowed in the probate office or lobby area. He was here with your/his child waiting on documents and he took it upon himself to interrupt a judge in the lobby while she was speaking with someone on a separate estate issue. He was offering that person legal advice on what and what not to do and even encouraged him not to listen and come outside and speak to you, that you knew all about probate and you could help him. This is illegal and giving legal advise and acting as a non-licensed attorney. For this reason, he will no longer be able to enter the probate offices and or lobby area.

Thank you!

Danny Singleton, Probate Judge
Oconee County
415 S. Pine Street
Walhalla, SC 29691
864-638-4275

Past-President South Carolina Summary Court Judges' Association

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From: Dorothy Pierce <dorothypierce84@gmail.com>
Sent: Tuesday, October 24, 2023 11:56 AM
To: Danny Singleton <dsingleton@oconeesc.com>
Cc: Donna Moore <75dmoore@gmail.com>; Rick McDuff <rick@mjmlawsc.com>; Griselda Godoy <ggodoy@oconeesc.com>
Subject: Re: Unopposed Order Approving GEICO Settlement- Pierce Estate

Judge Singleton,

I have no intention of violating the order but there are matters to be resolved which will make the order impossible to execute without parties violating the law. We must resolve these issues before we proceed.

With all the confusion and legality of the order, it will be impossible to withdraw my appeal to the Courts of Appeals. Without me withdrawing my appeal to the Courts of Appeals. NO ONE CAN EXECUTE THE CURRENT ORDER!!! MY APPEAL REQUIRES ME AND MY SIGNATURE.

1. The laws state that the items can only be distributed to the heirs after debts are paid. The order distributes the assets before debts are paid. This is a violation of the state law and my fiduciary duty. I signed an affidavit in front of you. The order states that assets be distributed within 30 days while the affidavit that I signed states that No asset can be distributed before debts are paid.

2. After the amended order was signed that leaves me the residue of the estate. The beneficiaries still have a claim on part of the residue(GEICO Settlement). This is a violation of the Order dated October 17, 2023. NOT BY ME BUT BY THE BENEFICIARIES.

3. My inheritance needs to be separated from Estate assets designated to pay debts. The current order does not distinguish which assets will be sold to satisfy the debts.

4. The order states that the beneficiaries must agree on the dates to pick up the items. None of the beneficiaries want to cooperate on the date.

Thank You.

Dorothy Pierce

On Tue, Oct 24, 2023 at 11:38 AM Danny Singleton <dsingleton@oconeesc.com> wrote:

All,

I am in receipt of an amended notice of appeal from Mrs. Pierce.

Part of the family agreement was to withdraw all appeals. This appears to be a violation of the agreement.

A hearing will be scheduled to determined what actions, if any, the court will take. Should any potential heir petition the court for the removal and placement of the current PR, please file and a hearing will be scheduled the same day.

Mrs. Pierce, if it is you intent to violate the family agreement, I believe an emergency hearing needs to take place to determine if you should immediately be removed as PR.

Danny Singleton, Probate Judge

Oconee County

415 S. Pine Street

Walhalla, SC 29691

864-638-4275

Past-President South Carolina Summary Court Judges' Association

Danny Singleton

From: Dorothy Pierce <dorothypierce84@gmail.com>
Sent: Tuesday, October 24, 2023 2:02 PM
To: Danny Singleton
Subject: Re: Unopposed Order Approving GEICO Settlement- Pierce Estate
Attachments: image002.png

Judge,

Our last conversation was the best I have ever had in a long time. I didn't want to think about going against the agreement. Above all, It was that moment In your office that I didn't want to betray. It still kills me to think that I'm going against it. It's your trust that matters to me. Not an order. Nothing else matters as long as you trust me.

The parties left me no choice.
I have been attempting to accommodate everyone with the deposition schedules I had set prior to settling the probate case. I have politely asked parties about these concerns but no one is addressing the real issues. With them putting a claim on the GEICO settlement, it goes against the order. This settlement is part of the residue. Without this being addressed, everyone will get their inheritance and come back for the residue which the order leaves for me to pay debts.

Furthermore, this morning when I asked Dr. Boyle, my fiancee to deliver a notice of Appeal, I asked him to be RESPECTFUL and to treat you or your stuff with DIGNITY. It kills me to know that he disrespected the court. I'm so sorry. I agree with you completely.

I will be available on Thursday to explain my side and provide you with a detailed explanation.

Hear me out first, as a father. Not as a judge.

Thank you.

Dorothy Pierce

On Tue, Oct 24, 2023, 1:12 PM Danny Singleton <dsingleton@oconeesc.com> wrote:

Aside from any publications being passed out. It is apparent that no one wants to work together. Mrs. Pierce, I was hopeful that our last communication and your appointment as PR would be a way to see this estate to its conclusion. With another recent filing of appeal, that is now not the case.

I am ordering an emergency hearing on this matter to determine your status as PR.

I need someone to choose a date, notify all parties to a scheduled hearing.

This is not the only case that Probate has pending in this court and too much time has been spent on getting nowhere.

Once a date is scheduled, it will be the final date.

Thank you!

Danny Singleton, Probate Judge

Oconee County

415 S. Pine Street

Walhalla, SC 29691

864-638-4275

Past-President South Carolina Summary Court Judges' Association

IN THE STATE OF SOUTH CAROLINA)) COUNTY OF OCONEE)	IN THE COURT OF COMMON PLEAS TENTH JUDICIAL CIRCUIT Case No.: 2023-CP-37-00794 (Appeal from the Probate Court)
Dorothy Pierce,)) Appellant,)) VS.)) Donna Carol Moore, Gregory Allan Pierce,) and Jared Adam Pierce,)) Respondent.)	**MOTION TO DISMISS APPEAL**

OCONEE PROBATE COURT
'23 DEC 1 PM12:15:27

TO: THE PLAINTIFF, DOROTHY PIERCE A/K/A QUEEN DOROTHY AMOLO, F/K/A DOROTHY WELLS F/K/A DOROTHY ALWENY, *PRO SE*

PLEASE TAKE NOTE that the Respondents, Gregory Allan Pierce and Jared Adam Pierce, by and through their undersigned attorney, will move before the Presiding Judge of the Tenth Judicial Circuit, Oconee County, South Carolina ten (10) days after service of this Notice of Motion, or at such other time and place as the Court may direct, pursuant to *S.C. Code Ann.* § 62-1-308, for an Order dismissing the Appellant's appeal. Specifically, the Appellant has disregarded at least two (2) clear and unambiguous mandatory procedural rules and deadlines set forth in *S.C. Code Ann.* §§ 62-1-308. They are as follows:

(1) Failing to make "satisfactory arrangements" for the furnishing of the transcript of the probate court proceedings within ten (10) days of the date of service of her Notice of Intention to Appeal in violation of § 62-1-308(c); and

(2) Failing to file and serve her Statement of Issues on Appeal and Designation of Matter to be Included on Appeal in violation of §§ 62-1-308(b) and (d).

As a result of the Appellant's failure to comply with the procedural requirements of § 62-1-308, this Court is divested of jurisdiction and her appeal must be dismissed. ***In re: Estate of Cretzmeyer,*** 365 S.C. 12, 615 S.E. 2d 116 (2005) (appellant's failure to comply with the procedural requirements for an appeal under *S.C. Code Ann.* § 62-1-308 divested the court of appellate jurisdiction); ***Tucci v. Tucci,*** Op. No. 2016-UP-526 (S.C. Ct. App., filed December 21, 2016) (citing Rule 74, SCRCP[1], court held dismissal of appeal of order from probate court proper when appellant failed to comply with procedural requirements *S.C. Code Ann.* § 62-1-308(b) because the appellate court was divested of jurisdiction).[2]

It is of no moment that the Appellant filed a brief. The Appellant's failure to abide by all the procedural rules set forth in section 62-1-308 divests this Court of jurisdiction and her appeal must be dismissed. ***Great Game, Inc. v. S.C. Dep't. of Revenue,*** 339 S.C. 79, 529 S.E. 2d 6 (S.C. 2000) (statutes which are part of the same legislative scheme should be read together).

WHEREFORE, based upon the statutory authority and citations set forth above, the Respondents, Gregory Allan Pierce and Jared Adam Pierce, respectfully requests this Court to enter an Order dismissing this appeal.

[1] Rule 74, SCRCP, provides as follows: "Except for the time for the filing the notice of appeal, the procedure on appeal to the circuit court from the judgment of an inferior court . . . shall be in accordance with the statutes providing such appeals."

[2] While the opinion in ***Tucci v. Tucci*** has no precedential value as an unpublished opinion, it is indicative that Appellant must timely comply with all procedural provisions of § 62-1-308 in order for the Court to have jurisdiction over her appeal.

/s/ Richard Hunt McDuff
Richard Hunt McDuff, Esq.
S.C. Bar No. 76242
Merrell & McDuff (MJM Law, LLC)
119-B Professional Park Drive
Seneca, South Carolina 29678
Tel: (864) 882-2466
Email: Rick@mjmlawsc.com

Counsel for Respondents Gregrory and Jared Pierce

November 30, 2023
Seneca, South Carolina

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of this Motion to Dismiss Appeal was sent by U.S. Mail this 30th day of November, 2023, to: **Dorothy Pierce, *pro se,*** 750 Mourning Dove Lane, Seneca, South Carolina 29678, and **Donna Carol Moore, *pro se,*** 149 Flat Rock Church Road, Liberty, South Carolina 29657.

Zana R. Hicks

Zana R. Hicks, Paralegal
Merrell & McDuff (MJM Law, LLC)
119-B Professional Park Drive
Seneca, South Carolina 29678
Tel: (864) 882-2466

Gmail EXHIBIT R Dorothy Pierce <dorothypierce84@gmail.com>

Ruling for The Estate of Doyle Elton Pierce concerning the Hearing held on July 28th, 2022

Ashley Rice <arice@oconeesc.com> Fri, Aug 12, 2022 at 11:36 AM
To: Dorothy Pierce <dorothypierce84@gmail.com>, Donna Moore <75dmoore@gmail.com>, Rick McDuff <rick@mjmlawsc.com>, Robert Gailliard <rlgailliardlaw@outlook.com>, alan pierce <gregory4792@gmail.com>, Jared Pierce <jaredapierce1@gmail.com>
Cc: Griselda Godoy <ggodoy@oconeesc.com>, Magin Eades <meades@oconeesc.com>, Maggie Wells <mwells@oconeesc.com>, Ashleigh Leard <aleard@oconeesc.com>, Kaitlyn C Smith <kaitlyncsmith@oconeesc.com>

Good morning All!

As promised, I am here to give my Ruling concerning the hearing that was held on July 28th, 2022 for the Appointment of a Special Administrator for the Estate of Doyle Elton Pierce, Case Number 2020ES3700-532. Please know that this email is not up for discussion and my decision is final. I do not want any back and forth emails concerning this ruling.

There are numerous things I would like to address, so I will try my best to lay this all out as best I can.

First and Foremost, as Probate Judge for Oconee County, South Carolina, it is my sworn duty to monitor every matter pending in our court and enforce prompt compliance with all requirements imposed by law per the Rules of the Probate Court: Rule 2: Duty of Probate Judge.

With that being said, I am going to **GRANT THE RELIEF** for a Special Administrator for the Estate of Doyle Elton Peirce, Case Number 2020ES3700-532. However, It will be in the best interest of all parties for the Special Administrator to be a third party individual with no interested ties to this case. I will require that this third party be an Estate/Probate Attorney in good standing with the SC Bar for Oconee County, SC. At this moment, the court has not chosen that individual, but will be doing so in the next few days. I am not granting this relief on the premises that the court believes Ms. Pierce has mishandled any estate assets. Ms. Pierce could have administered the estate in a more timely fashion especially concerning the taxes for the estate, but the court does not believe it was done with ill intent nor does the court believe the estate or its assets are in any emergency danger. The court is appointing a Special Administrator on the basis that a Special Administrator would serve the estate in a more appropriate fashion since this specific case is highly contentious between all involved.

The Special Administrator will have the full authority to act to the fullest extent under **SC Code of Laws: Section 62-3-617**. The Special Administrator will be appointed until a ruling from the Court of Appeals is made concerning Ms. Pierce's appeal. Once that decision has been made, this court will have the authority to make further relief acting upon said decision and outcome from the Court of Appeals.

The Special Administrator will need to submit a new Inventory and Appraisement to the Court within Ninety (90) days of appointment along with a detailed accounting of all funds that have come into the estate and disbursed from the estate.

Ms. Pierce will still be considered appointed Personal Representative because of the appeal pending with the Court of Appeals, however until that ruling has been made and while the Special Administrator is in place, this court has decided to restrain her from acting as personal representative per **SC Code of Laws: Section 62-3-607 (a).** This court will continue to have authority to grant further reliefs concerning the personal representative depending on the decision and outcome of that pending appeal.

The following would be the other issues discussed by all in the hearing and my opinions and findings on those brought to the courts attention.

Any assets that were taken without approval from Ms. Pierce as Personal Representative need to be delivered to the Special Administrator for safe keeping until the time to disburse assets or the ruling from the Court of Appeals is made.

Concerning the granddaughter, Samantha Leigh and her place of residence, I find that issue to coincide to the decision of the appeal. If the Last Will and Testament is upheld by the Court of Appeals, then the issue would be between Greg Pierce and Samantha Leigh. If the Will is deemed invalid, then that property would be considered an Intestate Asset and would need to be handled by the Personal Representative. So, I am unwilling to give an opinion on the collection of rent at the moment until a ruling has been made by the Court of Appeals.

The F350 Truck has been brought before the court as a possible estate asset that was mishandled/unauthorized by Greg Pierce. I give the Special Administrator authority to look into the allegations of said vehicle to make sure it is in fact an estate asset or whether it was a gift prior to the decedent's passing.

Moving forward, the Special Administrator has the authority to hire non-interested parties for any estate business or upkeep to the property and assets. Ms. Pierce, although acting within her scope of duties as personal representative, should have not enlisted the help of a romantic partner for estate business and transactions. That business transaction should have been done by an uninterested party.

Donna Moore is entitled to her authenticated reimbursement of the paid mortgage in the amount of $13, 120.36. She made this payment in good faith and with the best interest of the estate in mind. I also found there to be no disagreement between parties for her reimbursement.

Ms. Dorothy Pierce, as Personal Representative is also entitled to authorized/authenticated out of pocket expenses she has paid with her own personal funds for the benefit of the estate.

Unfortunately, it appears that this estate does come with a great deal of "debt" with no liquidized funds to pay said "debt". It will be the responsibility of the Special Administrator to sale some estate assets to help pay for the authorized/authenticated estate debts and reimbursements of out of pocket expenses. The current listed unauthenticated debt such as Bobby Alexander, Jon Warthers, and Pioneer Surveyor, will need to be authenticated along with itemized and professional receipts describing the specific business transactions. These companies/individuals have not filed Creditor's Claims against the estate and by not doing so, the court is now requiring the information from them to validate their monies owed.

As far as the Lawsuit involving Firewalker Hot Sauce Company, LLC, it appears that they believe Mr. Doyle E. Pierce was an owner and operator. It appears that the estate could be liable for any relief sought from that said lawsuit. Firewalker Hot Sauce Company, LLC have filed a claim against the estate for $16,000.00 so if that court did/does in fact prove Mr. Pierce to be an owner, that debt would be valid.

Ms. Pierce filed a Motion To Disqualify Richard H. McDuff from the case due to a Conflict of Interest on July 7th, 2022. It appears Mr. McDuff was the acting attorney for Blue Ridge Bank concerning foreclosure matters, however I do not find that to be a conflict of interest that affects the outcome of this proceeding. I would be happy to hear this in a more formal matter if parties are interested, but it would need to be proven to the court that he acted in a manner that benefited him and/or his clients or maliciously affected the estate. I find he merely passed along information so Ms. Moore could act in good faith and with the best interest of the estate in mind. This information did not affect the Estate nor Ms. Pierce in a negative fashion.

I would like to remind all parties of the **SC Code of Laws Section 62-3-711: Powers of personal representatives; in general.**

> (a) Until termination of his appointment or unless otherwise provided in Section 62-3-910, a personal representative has the same power over the title to property of the estate that an absolute owner would have, in trust however, for the benefit of the creditors and others interested in the estate. Except as otherwise provided in subsection (b), this power may be exercised without notice, hearing, or order of court.
>
> (b) Except where the will of the decedent authorizes to the contrary, a personal representative may not sell real property of the estate except as authorized pursuant to the procedures described in Sections 62-3-911 or Sections 62-3-1301 et seq. and shall refrain from selling tangible or intangible personal property of the estate (other than securities regularly traded on national or regional exchanges and produce, grain, fiber, tobacco, or other merchandise of the estate for which market values are readily ascertainable) having an aggregate value of ten thousand dollars or more without prior order of the court which may be issued upon application of the personal representative and after notice or consent as the court deems appropriate.
>
> (c) If the will of a decedent devises real property to a personal representative or authorizes a personal representative to sell real property (the title to which was not devised to the personal representative), then subject to Section 62-3-713, the personal representative, acting in trust for the benefit of the creditors and other interested persons in the estate, may execute a deed in favor of a purchaser for value, who takes title to the real property in accordance with the provisions of Section 62-3-910(B).
>
> HISTORY: 1986 Act No. 539, Section 1; 1987 Act No. 171, Section 28; 2000 Act No. 398, Section 4; 2013 Act No. 100, Section 1, eff January 1, 2014.
>
> Effect of Amendment
>
> The 2013 amendment, in subsection (b), substituted "procedures described in Sections 62-3-911 or Sections 62-3-1301 et seq." for "procedure described in Section 62-3-1301 et seq.", substituted "ten thousand dollars" for "five thousand dollars", and inserted "which may be issued upon application of the personal representative and after notice or consent as the court deems appropriate"; and in subsection (c), substituted "other interested persons" for "others interested", and substituted "Section 62-3-910(B)" for "Section 62-3-910(b)".

AND

SC Code of Laws Section 62-3-715: Transactions authorized for personal representatives; exceptions.

SECTION 62-3-715. Transactions authorized for personal representatives; exceptions.

Except as restricted or otherwise provided by the will or by an order in a formal proceeding and subject to the restrictions imposed in Section 62-3-711(b) and to the priorities stated in Section 62-3-902, a personal representative, acting reasonably for the benefit of the interested persons, may properly:

(1) retain assets owned by the decedent pending distribution or liquidation including those in which the representative is personally interested or which are otherwise improper for trust investment;

(2) receive assets from fiduciaries or other sources;

(3) perform, compromise, or refuse performance of the decedent's contracts that continue as obligations of the estate, as he may determine under the circumstances. In performing enforceable contracts by the decedent to convey or lease land, the personal representative, among other possible courses of action, may:

(i) execute and deliver a deed of conveyance for cash payment of all sums remaining due or the purchaser's note for the sum remaining due secured by a mortgage or deed of trust on the land; or

(ii) deliver a deed in escrow with directions that the proceeds, when paid in accordance with the escrow agreement, be paid to the successors of the decedent, as designated in the escrow agreement.

Execution and delivery of a deed pursuant to this subsection affects title to the subject real property to the same extent as execution and delivery of a deed by the personal representative in other cases authorized by this Code;

(4) satisfy written charitable pledges of the decedent irrespective of whether the pledges constituted binding obligations of the decedent or were properly presented as claims, if in the judgment of the personal representative the decedent would have wanted the pledges completed under the circumstances;

(5) if funds are not needed to meet debts and expenses currently payable and are not immediately distributable, deposit or invest liquid assets of the estate, including monies received from the sale of other assets, in federally insured interest-bearing accounts, readily marketable secured loan arrangements or other prudent investments which would be reasonable for use by trustees generally;

(6) subject to the restrictions imposed in Section 62-3-711(b), acquire or dispose of an asset, including land in this or another state, for cash or on credit, at public or private sale; and manage, develop, improve, exchange, partition, change the character of, or abandon an estate asset;

(7) make ordinary or extraordinary repairs or alterations in buildings or other structures, demolish any improvements, raze existing, or erect new party walls or buildings;

(8) satisfy and settle claims and distribute the estate as provided in this Code;

(9) enter for any purpose into a lease as lessor or lessee, with or without option to purchase or renew, but not for a term extending beyond the period of administration and, with respect to a lease with option to purchase, subject to the restrictions imposed in Section 62-3-711(b);

(10) enter into a lease or arrangement for exploration and removal of minerals or other natural resources or enter into a pooling or unitization agreement;

(11) vote stocks or other securities in person or by general or limited proxy;

(12) pay calls, assessments, and other sums chargeable or accruing against or on account of securities, unless barred by the provisions relating to claims;

(13) hold a security in the name of a nominee or in other form without disclosure of the interest of the estate but the personal representative is liable for any act of the nominee in connection with the security so held;

(14) insure the assets of the estate against damage, loss, and liability and himself against liability as to third persons;

(15) effect a fair and reasonable compromise with any debtor or obligor, or extend, renew, or in any manner modify the terms of any obligation owing to the estate. If the personal representative holds a mortgage, pledge, lien, or other security interest upon property of another persons, he may, in lieu of foreclosure, accept a conveyance or transfer of encumbered assets from the owner thereof in satisfaction of the indebtedness secured by lien;

(16) pay taxes, assessments, compensation of the personal representative, and other expenses incident to the administration of the estate;

(17) sell, or exercise stock subscription or conversion rights; consent, directly or through a committee or other agent, to the reorganization, consolidation, merger, dissolution, or liquidation of a corporation or other business enterprise;

(18) allocate items of income or expense to either estate income or principal, as permitted or provided by law;

(19) employ persons, including attorneys, auditors, investment advisors, or agents, even if they are associated with the personal

representative, to advise or assist the personal representative in the performance of his administrative duties; act without independent investigation upon their recommendations; and instead of acting personally, employ one or more agents to perform any act of administration, whether or not discretionary;

(20) prosecute or defend claims, or proceedings in any jurisdiction for the protection of the estate and of the personal representative in the performance of his duties;

(21) subject to the restrictions imposed in Section 62-3-711(b), sell, mortgage, or lease any real or personal property of the estate or any interest therein for cash, credit, or for part cash and part credit, and with or without security for unpaid balances;

(22) continue any unincorporated business or venture in which the decedent was engaged at the time of his death (i) in the same business form for a period of not more than four months from the date of appointment of a general personal representative if continuation is a reasonable means of preserving the value of the business including good will; (ii) in the same business form for any additional period of time that may be approved by order of the court in a formal proceeding to which the persons interested in the estate are parties; or (iii) throughout the period of administration if the business is incorporated by the personal representative and if none of the probable distributees of the business who are competent adults object to its incorporation and retention in the estate;

(23) make payment in cash or in kind, or partly in cash and partly in kind, upon any division or distribution of the estate (including the satisfaction of any pecuniary distribution) without regard to the income tax basis of any specific property allocated to any beneficiary and value and appraise any asset and distribute such asset in kind at its appraised value;

(24) with the approval of the probate court or the circuit court, compromise and settle claims and actions for wrongful death, pain and suffering or both, and all claims and actions based on causes of actions surviving, to personal representatives, arising, asserted, or brought under or by virtue of any statute or act of this State, any state of the United States, the United States, or any foreign country;

(25) donate a qualified conservation easement or fee simple gift of land for conservation on any real property of the decedent in order to obtain the benefit of the estate tax exclusion allowed under Internal Revenue Code Section 2031(c) as defined in Section 12-6-40(A), and the state income tax credit allowed under Section 12-6-3515, if the personal representative has the written consent of all of the heirs, beneficiaries, and devisees whose interests are affected by the donation. Upon petition of the personal representative, the probate court may consent on behalf of any unborn, unascertained, or incapacitated heirs, beneficiaries, or devisees whose interests are affected by the donation after determining that the donation of the qualified real property interest shall not adversely affect them or would most likely be agreed to by them if they were before the court and capable of consenting. A guardian ad litem must be appointed to represent the interest of any unborn, unascertained, or incapacitated persons. Similarly, and for the same purposes and under the same conditions, mutatis mutandis, a trustee may make such a donation for the settlor;

(26) the personal representative has the power to access the decedent's files and accounts in electronic format, including the power to obtain the decedent's user names and passwords.

HISTORY: 1986 Act No. 539, Section 1; 1987 Act No. 171, Sections 29, 30; 1990 Act No; 521, Section 49; 2000 Act No. 283, Section 1(E); 2013 Act No. 100, Section 1, eff January 1, 2014.

Effect of Amendment

The 2013 amendment added subsection (26) relating to access to electronic files, and made other nonsubstantive changes.

This may help clear up the issue of the truck loaded down with “rotting meat and personal belongings.” As acting Personal Representative, it was Ms. Pierce’s discretion as to what she deemed to be waste given that it was of no monetary value. She also had the discretion to paint walls, cabinets, etc. Judging from the pictures included in Respondent’s Exhibit 15, it appears that the painting helped add value to the property and did not de-value or damage said property.

In closing, I would like to say that I understand how emotional this proceeding has been and my heart goes out to each and everyone involved. I did not take this ruling lightly and have spent many hours researching and going through testimony and evidence. I stand by my ruling and believe whole heartedly that until a ruling is made by the Court of Appeals, that a third party Special Administrator will be the best course of action for the estate at this time. Once the ruling

is made, this court will retain jurisdiction and proceed accordingly. Thank you all for your patience and kindness and I send my best wishes to you all during this very difficult time.

Mr. McDuff, since you are the petitioning attorney, if you would be so kind to draw up the Order for me, reserving a blank for the name of the Special Administrator for the court to fill in at a later date. Thank you.

August 12, 2022

IT IS SO ORDERED…..

Sincerely,

Ashley M. Rice

Probate Court Judge

Probate Court of Oconee County, SC

415 S. Pine Street/ PO Box 471

Walhalla, SC 29691

Office: 864-364-5271

Fax: 864-638-4278

Email: arice@oconeesc.com

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From: Dorothy Pierce [mailto:dorothypierce84@gmail.com]
Sent: Tuesday, August 9, 2022 2:41 PM
To: Ashley Rice <arice@oconeesc.com>
Cc: Donna Moore <75dmoore@gmail.com>; Rick McDuff <rick@mjmlawsc.com>; Robert Gailliard <rlgailliardlaw@outlook.com>; alan pierce <gregory4792@gmail.com>; Jared Pierce <jaredapierce1@gmail.com>
Subject: Re: Requested Proposed Settlement Agreement- The Estate of Doyle Elton Pierce

STATE OF SOUTH CAROLINA	)	IN THE PROBATE COURT
	)	
COUNTY OF OCONEE	)	Case No.: 2020ES3700532
	)	
IN THE MATTER OF: DOYLE ELTON PIERCE, DECEASED.	)	
	)	OCONEE PROBATE AUG 16 2022 PM3:51
Gregory A. Pierce,	)	**AMENDED ORDER**
Petitioner,	)	**ON PETITION TO APPOINT**
	)	**SPECIAL ADMINISTRATOR**
Vs.	)	
	)	
Dorothy Pierce, Donna Moore Jared Pierce	)	
	)	
Respondent.	)	

THIS MATTER came before the Court for a hearing on July 28, 2022, on the Petitioner's Petition for Appointment of Special Administrator. Having heard the testimony of the witnesses, and after having reviewed the evidence, the Court hereby finds as follows:

1. That it is in the best interests of all the parties and the Estate that relief be granted and a Special Administrator with no interest in this matter be appointed. The Court is not granting this relief on the premises that the current Personal Representative has mishandled any estate assets. Ms. Pierce could have administered the estate in a timelier fashion concerning the taxes for the estate, but the court does not believe it was done with ill intent nor does the court believe the estate assets are in an emergent danger. It is the court's opinion that appointing a Special Administrator would serve the estate more appropriately since it is highly contentious among all involved.
2. That the Special Administrator shall be an Estate/Probate attorney in good standing with the South Carolina Bar. The Special Administrator will be identified and appointed by this Court.

3. The Special Administrator shall have the full plenary powers to administer the Estate as set forth in *S.C. Code Ann.* §§ 62-3-617 and 62-3-711.
4. The Special Administrator shall serve until such time as an opinion has been issued by the South Carolina Court of Appeals in the matter styled ***Dorothy Pierce, Appellant v. Jared A. Pierce, Respondent***, Case No. 2021-001552. Once a decision of the Court of Appeals is rendered, this Court shall have the authority to order further relief.
5. The Special Administrator shall be required to submit a new Inventory and Appraisement to this Court within ninety (90) days of appointment, along with a detailed accounting of all funds that have come into or disbursed from the Estate.
6. While the Respondent shall still be deemed to be the Personal Representative due to her pending appeal, pursuant to *S.C. Code Ann.* § 62-3-607(a), Ms. Pierce shall be restrained from acting on behalf of the Estate as Personal Representative. This Court shall have the authority to enter additional orders and grant further relief depending upon the decision of the Court of Appeals.
7. Any Estate assets taken without the approval of the Personal Representative shall be delivered immediately to the Special Administrator for safe keeping. Also, The Special Administrator shall determine the assets of the Estate and seek recovery of those that are not rightfully in the possession of any other party or person until a ruling has been rendered by the Court of Appeals and the time has come for distribution of the assets of the Estate.
8. The Special Administrator shall have the authority to employ disinterested third parties to assist or preserve any assets of the Estate.

9. The Court makes no determination at this time as to the occupancy of a mobile home by Samantha Leigh. The court finds this issue to coincide with the decision of the appeal and retains jurisdiction to grant further relief after said decision.
10. The F350 Truck has been brought before the court as a possible estate asset. The court grants the Special Administrator authority to investigate the allegations of said vehicle to determine if it is an asset of the estate or if it was a gift before the decedent's passing.
11. Upon providing authenticated proof, Donna Moore shall be entitled to reimbursement from the Estate in the amount of $13,120.36 paid to Blue Ridge Bank in order to satisfy the outstanding mortgage.
12. Ms. Dorothy Pierce as Personal Representative is entitled to reimbursement of authenticated out of pocket expenses she has paid on behalf of the estate.
13. The Special Administrator is authorized to sell estate assets to help fund the authenticated debts of the estate.
14. Any debt that has been charged against the estate, those of which has not been filed as a Creditor's Claim, shall be validated and authenticated before said debt is paid from estate funds.
15. Firewalker Hot Sauce Company, LLC identifies Mr. Doyle E. Pierce as an owner and operator. A claim has been filed against the estate in the amount of $16,000.00. If the Circuit Court finds that Mr. Pierce was an owner of the company, the claim would be seen as a validated debt of the estate.

Done and ordered this __16TH___ day of August 2022.

Ashley M. Rice
Probate Judge

Gmail Dorothy Pierce <dorothypierce84@gmail.com>

Unopposed Order Approving GEICO Settlement- Pierce Estate

Danny Singleton <dsingleton@oconeesc.com> Tue, Oct 24, 2023 at 12:08 PM
To: Dorothy Pierce <dorothypierce84@gmail.com>
Cc: Donna Moore <75dmoore@gmail.com>, Rick McDuff <rick@mjmlawsc.com>, Griselda Godoy <ggodoy@oconeesc.com>

Again, the appeal issue was part of the agreement. If it is your intent to appeal, you have every right to do so, however, it violates the agreement and it was stated in court that the appeals were to be removed. It was proper to remove Item 13 from the order/agreement, you indicated that was fine. Also, on the day of appointment as PR, it was reiterated to you again in which you agreed and stated that would not happen.

A hearing will be scheduled soon to determine the status of the personal representative.

It also appears that you fiancé may have picked up the wrong documents. Further, your fiancé will no longer be allowed in the probate office or lobby area. He was here with your/his child waiting on documents and he took it upon himself to interrupt a judge in the lobby while she was speaking with someone on a separate estate issue. He was offering that person legal advice on what and what not to do and even encouraged him not to listen and come outside and speak to you, that you knew all about probate and you could help him. This is illegal and giving legal advise and acting as a non-licensed attorney. For this reason, he will no longer be able to enter the probate offices and or lobby area.

Thank you!

[Quoted text hidden]

Gmail

EXHIBT T

Dorothy Pierce <dorothypierce84@gmail.com>

Unopposed Order Approving GEICO Settlement- Pierce Estate

Danny Singleton <dsingleton@oconeesc.com> Tue, Oct 24, 2023 at 11:38 AM
To: Donna Moore <75dmoore@gmail.com>, Dorothy Pierce <dorothypierce84@gmail.com>, Rick McDuff <rick@mjmlawsc.com>
Cc: Griselda Godoy <ggodoy@oconeesc.com>

All,

I am in receipt of an amended notice of appeal from Mrs. Pierce.

Part of the family agreement was to withdraw all appeals. This appears to be a violation of the agreement.

A hearing will be scheduled to determined what actions, if any, the court will take. Should any potential heir petition the court for the removal and placement of the current PR, please file and a hearing will be scheduled the same day.

Mrs. Pierce, if it is you intent to violate the family agreement, I believe an emergency hearing needs to take place to determine if you should immediately be removed as PR.

[Quoted text hidden]

Gmail Dorothy Pierce <dorothypierce84@gmail.com>

Unopposed Order Approving GEICO Settlement- Pierce Estate

Danny Singleton <dsingleton@oconeesc.com> Tue, Oct 24, 2023 at 12:08 PM
To: Dorothy Pierce <dorothypierce84@gmail.com>
Cc: Donna Moore <75dmoore@gmail.com>, Rick McDuff <rick@mjmlawsc.com>, Griselda Godoy <ggodoy@oconeesc.com>

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Thank you!

[Quoted text hidden]

Gmail EXHIBIT U **Dorothy Pierce <dorothypierce84@gmail.com>**

Unopposed Order Approving GEICO Settlement- Pierce Estate

Dorothy Pierce <dorothypierce84@gmail.com> Tue, Oct 24, 2023 at 1:25 PM
To: Rick McDuff <rick@mjmlawsc.com>
Cc: Danny Singleton <dsingleton@oconeesc.com>, Donna Moore <75dmoore@gmail.com>, Griselda Godoy <ggodoy@oconeesc.com>

Judge Singleton,

Threatening to remove me as a personal representative because I filed an appeal is retaliation and a violation of my due process rights and civil rights under the Constitution of the United States.

Everything that has been threatened in the last few hours since I filed my appeal is retaliation.

McDuff Using a protest document seeking justice to fire someone from a position is a violation of the law. A protest is a protected right. An appeal is a protected right.

https://www.justice.gov/crt/fcs/T6Manual8

https://schac.sc.gov/employment-discrimination/prohibited-practices-discrimination-types/retaliation-discrimination#:~:text=All%20of%20the%20laws%20enforced,discrimination%20on%20the%20job%2C%20because

[Quoted text hidden]

to restrain me and that was illegal anyway, but I was the one meeting all the bills. I paid to court with all the bills.

Judge: [00:18:47] We're going to stop there. At this point in time, it's not been determined whether it's illegal or legal or not. It's in the Court of Appeals. That would be their job to determine what Judge Rice did in that matter. The only thing I can go is go from there and beyond. I've got no business going back changing that order. If the Court of Appeals sees fit, if they choose to overturn it, then they overturn it. If they don't, then we're right back where we're at.

[00:18:47] The only thing I'm trying to determine is if you or anyone else is willing to go back to that original agreement because in the end, if the will is determined through the Court of Appeals to be invalid, I'm not going to argue this case much longer. If I have to, every bit of it will be sold and divided. It's simple. If you're not wanting to update and maintain the property, that was the authority of the Special Administrator. He had the authority to do that.

Pierce: [00:19:44] I was doing it.

Judge: [00:19:45] Ma'am?

Pierce: [00:19:46] I was doing it.

Judge: [00:19:47] You had an issue with allowing others to do it if you didn't have the means. The law office was either-- they were going to attempt to put proceeds into it to build up the value of the property through the Special Administrator.

Pierce: [00:20:00] You don't know, you've been talking about new things that never happened.

Judge: [00:20:04] No, ma'am. I'm talking about the last hearing that we had, trying to settle it, to have an agreement to where everyone could have access to the property because everyone is losing, every day that goes by, if the property's deteriorating, everybody's losing, including you.

Pierce: [00:20:21] Do how that happened? When Jack Rice last year restrained me, then put Adam Lee-- Adam Lee lives in Granville.

Judge: [00:20:30] Where do you live at?

Pierce: [00:20:32] I live here in a **[unintelligible 00:20:33]** .

Judge: [00:20:34] Do you also have a home in Granville?

Pierce: [00:20:36] I am now not having any home in Granville anymore.

Judge: [00:20:39] You don't?

Pierce: [00:20:39] No. I am fully on the estate.

residue left of 750 Morning Dub Lane that was not taken by the beneficiaries.

Judge: [00:30:17] Let me ask today, are you still in agreement with that original agreement?

Moore: [00:30:22] The only difference I had requested was it was 3.3 and and a 0.6 acre besides-- [crosstalk] That was all.

Judge: [00:30:34] Let me ask you this. Would you consider going back to the original agreement? You got a right to tell me no. Everybody's got a right to tell me no. Would you agree to go back to the original agreement that everybody agreed on? Because one thing, now, the attorney Mr. Lee, has agreed that he's not going to charge any fees. He's just going to get reimbursed for his cost only. What I'm telling you, everybody, if the will is determined invalid by the court of appeals, everybody's going to lose. Because I'm not going to argue over property. I'll just order it to be sold and divided. We're not going to argue.

[00:30:34] Now, today is the day. If everybody wants to agree to something, let's get it done. Let's get it over with. I promise you, no way I might be making no threat, but for each one of you all for the attorneys, don't think everybody's doing it. If, ma'am, you go back and you get you another attorney, would you have a right to do that at any point in time? Everybody's just collecting billable hours or more time into it more stress, more aggravation. All right, would everybody just agree to go back to the original agreement? That's just a yes or no.

Moore: [00:31:42] I had requested the 3.9 acres.

Judge: [00:31:45] You're not going to go back to the original agreement?

Moore: [00:31:47] That was the only addition I wanted.

Judge: [00:31:49] That's my question. What you're saying you're not going to go back to original agreement.

Judge: [00:31:55] Again, when we discussed it, she wasn't going with the original agreement.

Judge: [00:32:01] Well, hold on.

Pierce: [00:32:03] I am willing to go back with the original fees.

Moore: [00:32:06] Take no fees.

Pierce: [00:32:08] And take no fees if you're willing to go back to the original the way it was. I sent the judge a copy of it, and then we will end everything.

Judge: [00:32:16] Today, I'm telling you, again, the court is not in the business making threats. Then I don't want to be no more in your personal lives than I need to

McDuff: [00:37:17] It's not that easy, Judge, because there are different values for the--

Judge: [00:37:20] There are different values. Hold on, Ms. Pierce, you're getting the home, which has a lot more value than the land.

Pierce: [00:37:29] I have expenses. Your honor, the only reason they're giving me that home is because of my expenses. I brought my expense. Maybe let's go through the expenses.

Moore: [00:37:39] Diamond. **[unintelligible 00:37:40]** .

Judge: [00:37:42] Hold on.

Pierce: [00:37:43] Because of my expenses?

Judge: [00:37:44] All right, we're hung up. Over 3.9 acres. You're going to have 30-something. They're going to share 30-something, plus you get the home. You get the large building that has.

Judge: [00:37:53] The problem is that Donna wants additional $20,000. That means she was the--

[00:37:53] [00:37:58]

Moore: That was not additional. [crosstalk]

Pierce: [00:38:00] Original agreement would give you cash instead of land. Now, you want more land on top of cash--

[00:38:00] [00:38:08]

Moore: Because we're still giving. You so much more. [crosstalk]

Judge: [00:38:13] All right, stop. You all communicate with me, okay? Just stop. You're getting 20,000 to begin with. I'm going to ask maybe once, twice more, and then we're going to be done. I've got other things to do, Mr. McDuff, I'm sure you folks have other things to do. Today's the day to settle. I'm telling you, if it don't get worked out, we'll come back, and if it's invalid from the court of appeals, the property is going to be sold. I'm not arguing over all this stuff, okay? It will be sold. All right.

McDuff: [00:38:46] Judge, the other thing I have to add that we haven't addressed yet is that kind of the thing, the domino that must fall is that appeals got to get dismissed and we deal with an intestate estate. If we don't hit that point, the will makes specific devices to three minor children in Uganda, cash payment devices. The court is going to be faced with now, to protect their interests, appointing guardians for each one of those children.

[00:38:46] If we continue to contest this will and go back and forth, I don't think the

court's going to have any choice but to appoint guardians for these three children because they're named in the will. The first domino that's got to fall is this appeal. We got to get past that to be able to divide the estate up. I can't tell these folks what to do. I'm just telling them that that's going to be an added layer of expense to the estate and who's going to pay for it.

Judge: [00:39:47] That's part of my issue in that if it's settled today, going back to original agreement, as you stated before, an original agreement, that you would drop your appeal. All right? I'm not going to force you to drop an appeal.

Moore: [00:39:59] I will drive my truck with the original agreement.

Judge: [00:40:02] Now we're arguing over 3.9 acres?

Pierce: [00:40:06] Yes. The reason I was giving Donna all the money-

Gregory: [00:40:09] This land that and I my brother would be taking part of, is all witnessed, not because I said so, because it marked on the plan that we get flat bottom land right up again Conrell Creek. Conrell Creek **[unintelligible 00:40:26]** the property line, runs all the way down to the **[unintelligible 00:40:30]** plan. **[unintelligible 00:40:32]** it backs up again William Pierce.

Judge: [00:40:36] Ms. Pierce, how long was you married to Mr. Pierce?

Pierce: [00:40:39] Two years, eight months.

Judge: [00:40:41] Two years, eight months?

Pierce: [00:40:42] Yes.

Judge: [00:40:44] Love's love. Don't matter how long you married or whatever, but at the end of the day, two years, this has drag out longer than you've been married to him. Correct?

Pierce: [00:40:59] That's right.

Judge: [00:40:59] Today it can get settled over 3.9 acres of land, over 3.9 and everybody else has gotten 30 plus acres with the exception of Ms. Moore. If the will is determined to be invalid and say if the property is sold, Ms. Moore's going to get much more than $20,000 and 3.9 acres. She's going to get a percentage-

Pierce: [00:41:28] Greg is going to get less.

Judge: [00:41:30] Ma'am?

Pierce: [00:41:30] Greg is going to get less. Right now Greg is getting 16 acres of land.

Judge: [00:41:34] There again, it doesn't matter. It's going to be divided, 50, and

FILED OCONEE COUNTY, SC
MELISSA C. BURTON
CLERK OF COURT
2024 FEB -2 P 1:11

RECORD ON APPEAL

THE STATE OF SOUTH CAROLINA

In The 10th Circuit Court

APPEAL FROM OCONEE COUNTY PROBATE COURT

The orders of Danny Singleton, Probate Court Judge

CASE NO:2023-CP-3700794

Dorothy Pierce, Appellant,

V.

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

---

RECORD ON APPEAL

January 31, 2024

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

RECORD ON APPEAL

THE STATE OF SOUTH CAROLINA

In The 10th Circuit Court

FILED OCONEE COUNTY, SC
MELISSA C. BURTON
CLERK OF COURT
2024 FEB -2 P 1:11

APPEAL FROM OCONEE COUNTY PROBATE COURT

The orders of Danny Singleton, Probate Court Judge

CASE NO:2023-CP-3700794

Dorothy Pierce, Appellant,

V.

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

---

RECORD ON APPEAL

January 31, 2024

STATE OF SOUTH CAROLINA OCONEE COUNTY Adam G. Lee, as Special Administrator of the Estate of Doyle E. Pierce, Petitioner vs. Gregory Allan Pierce, Jared Adam Pierce, Donna Carol Moore, Dorothy Pierce, Marsha Hendricks, And Firewalker Hot Sauce Company, LLC. Respondents	IN THE PROBATE COURT CASE NO.: 2020ES3700532 **ANSWER TO PETITION**

COMES NOW Respondent Dorothy Pierce, pro se, answering the Petitioner's Petition herein, hereby respectfully denies each and every allegation upon information and belief of the Petitioner's Petition except as hereinafter set forth:

GENERAL ALLEGATIONS

1. Respondent admits the contents of paragraph 1 of the Petition.

2. Respondent denies the averments in paragraph 2 of the Petition. The petitioner's appointment was unlawful and a violation of the respondent's due process rights. The petitioner does not have the standing to conduct any business on behalf of the estate of Doyle Elton Pierce. Petitioner has no powers whatsoever to do anything for (or in the name of) the Estate, including this filing. His position is null and void.

3. Respondent lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations in Paragraph 3.

4. Respondent admits the contents of paragraph 4 of the Petition.

5. Respondent admits the contents of paragraph 5 of the Petition.

6. Respondent admits the contents of paragraph 6 of the Petition.

7. Respondent lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations in Paragraph 7.

8. Respondent lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations in Paragraph 8.

9. Respondent denies the contents of paragraph 9 of the Petition. Respondent challenges the jurisdiction of this Court to hear and determine Petitioner's petition, as shall be discussed in detail in the First Affirmative Defense.

10. Respondent denies the contents of paragraph 10 of the Petition. Respondent asserts that this Court's lack of jurisdiction makes the issue of venue moot.

11. Respondent admits the allegations in Paragraph 11 of the Petition.

12. Respondent admits the allegations in Paragraph 12 of the Petition. Respondent further asserts that the fact that there is a pending appeal in this case, this Court lacks jurisdiction to hear and determine the Petitioner's Petition.

13. Respondent lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations in Paragraph 13.

14. Respondent admits the averments in paragraph 14 of the Petition that there are disputes among the parties regarding the issues stated in the Petition. Respondent further states that these disputes will be settled by determination of the validity of the Will, which action is pending before the Court of appeals. The petitioner does not have the standing to resolve these disputes as the Will names an executor to deal with estate matters.

15. Respondent denies the contents of paragraph 15 of the Petition and asserts that this Court lacks jurisdiction to hear and determine Petitioner's requests in said paragraph. The petitioner does not have the standing to conduct any business on behalf of the estate.

FOR A FIRST CAUSE OF ACTION

(Judicial Guidance and Instruction)

16. Respondent hereby incorporates by reference all the responses contained in all the preceding paragraphs of this Answer as though fully stated herein.

17. Respondent denies the averments in paragraph 17 of the Petition. Respondent asserts that this Court lacks jurisdiction to hear and determine Petitioner's request in said paragraph.

18. Respondent denies the contents in paragraph 18 of the Petition. The petitioner's appointment was unlawful and a violation of the respondent's due process rights. The petitioner does not have the standing to facilitate the proper administration of the estate.

FOR A SECOND CAUSE OF ACTION

(Request for Document Construction)

19. Respondent hereby incorporates by reference all the responses contained in all the preceding paragraphs of this Answer as though fully stated herein.

20. Respondent denies the averments in paragraph 20 of the Petition. Respondent asserts that this Court lacks jurisdiction to hear and determine Petitioner's request in said paragraph.

21. Respondent denies the contents in paragraph 21 of the Petition. The petitioner's appointment was unlawful and a violation of the respondent's due process rights. The petitioner does not have the standing to facilitate the proper administration of the estate.

FOR A THIRD CAUSE OF ACTION

(Declaratory Judgment)

22. Respondent hereby incorporates by reference all the responses contained in all the preceding paragraphs of this Answer as though fully stated herein.

23. Respondent denies the averments in paragraph 23 of the Petition. Respondent asserts that this Court lacks jurisdiction to hear and determine Petitioner's request in said paragraph.

24. Respondent asserts that as much as there is a controversy between the parties, this Court lacks the jurisdiction to hear and determine Petitioner's requests in this third cause of action.

25. Respondent asserts that while a declaratory judgment would be useful to settle some controversy between the parties, such as the Validity of the Claims, the Court lacks jurisdiction to hear and determine Petitioner's requests in this third cause of action. Respondent further states that any existing controversy will be settled once the validity of the will is determined. Besides, there is no urgent matter related to the administration of the estate. Furthermore, the petitioner's appointment was unlawful and a violation of the respondent's due process rights. The petitioner does not have the standing to conduct business on behalf of the estate.

26. Respondent denies the contents in paragraph 26 of the Petition. The petitioner's appointment was unlawful and a violation of the respondent's due process rights. The petitioner does not have the standing to facilitate the proper administration of the estate.

WHEREFORE, the Respondent vehemently denies that Petitioner is entitled to any of the reliefs requested by the Petitioner.

AFFIRMATIVE DEFENSES

By way of further Answer and as affirmative defenses, Respondent denies that Petitioner should be granted any of the relief whatsoever and states as follows:

AS AND FOR A FIRST, SEPARATE, DISTINCT, AND COMPLETE AFFIRMATIVE DEFENSE

(Lack of Jurisdiction)

1. This Court lacks jurisdiction to hear and determine any of the Petitioner's claims and to grant any of the reliefs requested by the Petitioner.

2. According to S.C. Code § 62-1-308(h), "[w]hen an appeal according to law is taken from any sentence or decree of the probate court, **all proceedings in pursuance of the order, sentence, or decree appealed from shall cease until the judgment of the circuit court, court of appeals or Supreme Court is had.**" (Emphasis added).

3. In In *Ulmer v. Ulmer*, the supreme court explained that under S.C. Code § 62-1-308(h) " The only proceedings required to cease are those proceedings addressed in the orders from which an appeal was taken." 369 S.C. 486, 491-92, 632 S.E.2d 858, 861 (2006).

4. Respondent appealed the Probate Court's decision declaring the Last Will as invalid.

5. The said decision directly and/or indirectly affects the instant Petition. The appeal affects the entire estate of Doyle Elton Pierce and its Administration. For instance, consideration should be made whether the Will, which is subject to the pending appeal, has a provision for an executor of the Estate. According to the petitioner's request comprised in allegations 14 (a) through (i), the petitioner is, in actual fact asking to act as the executor of the estate, and yet he is not the named executor of the estate according to the last Will. Recourse should also be made to the Will regarding the appointment of a Guardian Ad Litem, which is the responsibility of the Executor named in the Last will. The aforesaid instances show

that Petitioner attempts to litigate matters that are subject to the pending appeal. A determination of the validity of the Will by the court of appeals would answer all the Petitioner's claims.

6. Also, the fact that Petitioner makes express reference to the Last Will and Appeal is enough proof that Petitioner attempts to litigate matters that are subject to a pending appeal. In paragraph 14(h), Petitioner specifically refers to the Last Will.

AS AND FOR A SECOND, SEPARATE, DISTINCT, AND COMPLETE AFFIRMATIVE DEFENSE

(Petitioner was wrongly appointed Special Administrator of the Estate)

7. The Petitioner was not validly appointed Special Administrator of the Estate. There was no necessity to preserve the Estate.

8. The probate court may appoint a special administrator informally prior to the appointment of a personal representative and in a formal proceeding "on the petition of any interested person and finding . . . **that appointment is necessary to preserve the estate...**" S.C. Code Ann. § 62-3-614 (Supp. 2015) (Emphasis added).

9. The foregoing law states categorically that the Court may only appoint a special administrator in the current circumstances if the appointment is necessary to preserve the estate.

10. In this intact action, on August 16, 2022, following the probate court's unlawful hearing on the petition to appoint a Special Administrator of the estate on July 28, 2022. The court issued an order stating that "*the court is not granting this relief on the premises that the current personal representative has mishandled any estate assets.*" Upon a determination that the respondent had not mismanaged the estate, the court did not have the jurisdiction to restrain the respondent as personal representative nor appoint the petitioner as Special Administrator with full plenary powers.

11. Fundamentally, Respondent has already asserted how this Court lacks jurisdiction to hear any

of the matters alleged by Petitioner. In consideration of the Court's lack of jurisdiction pending Respondent's appeal, the Judge held an illegal hearing without jurisdiction to appoint the Petitioner as Special Administrator of the Estate. The court's appointment of the Petitioner without jurisdiction makes of none effect the Petitioner's office, which fact further nullifies any and all Petitioner's filings and fees. It follows that; Petitioner has no powers whatsoever to do anything for (or in the name of) the Estate. His position is null and Void.

12. Subsequently, in appointing Petitioner, the Court illegally restrained Respondent as personal representative of the Estate, yet Respondent had never mismanaged the assets of the Estate. There was no evidence found that Respondent had ever misused any of the Estate's assets. It follows; there was no necessity to preserve the Estate since Respondent had never mismanaged any of the Estate's assets.

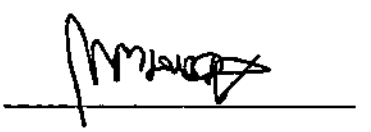
ADDITIONAL DEFENSES

13. Respondent reserves the right to assert additional defenses based on information learned or obtained during discovery.

WHEREFORE, this answering Respondent prays for judgment that this answer be deemed good and sufficient and that any and all claims by Petitioner against Respondent be dismissed, with prejudice, and such other and further relief, legal and equitable, including attorney's fees, be awarded, Respondent.

Respectfully submitted:

Dated: 04/02/2023

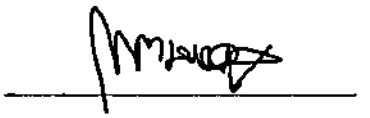


Dorothy Pierce

Pro se Respondent

CERTIFICATE OF MAILING

I, Dorothy Pierce, certify that on this 02nd day of March 2023, I deposited a true copy of the respondent's Answer to the Petition above to the Petitioner through an electronic process to the petitioner's known email address.



Dorothy Pierce

Pro se Respondent

Gmail Dorothy Pierce <dorothypierce84@gmail.com>

Pierce Estate

Adam Lee <alee@dobsonlaw.com> Fri, Sep 22, 2023 at 9:14 AM
To: Danny Singleton <dsingleton@oconeesc.com>
Cc: Rick McDuff <rick@mjmlawsc.com>, alan pierce <gregory4792@gmail.com>, "dorothypierce84@gmail.com" <dorothypierce84@gmail.com>, Donna Moore <75dmoore@gmail.com>, Ashaley Boatwright <Ashaley@boatwrightlegal.com>

Judge Singleton:

Good morning. Information has come to my attention that needs to be addressed by the Court in regards to the Doyle Pierce matter. Given the previous Orders of the Court, I am requesting a status conference to discuss several ongoing matters. Can you please let the parties know of your availability?

Thank you for your assistance. Have a good day.

Best regards,
Adam

Adam G. Lee, Esq.
Dobson, Jones, Ball, Phillips & Bridges, P.A.
Attorneys at Law
220 Howe Street
P.O. Box 1923
Greenville, SC 29601 (29602)
Phone: (864) 271-8171 Ext. 210
Fax: (864) 235-2866
E-Mail: ALee@dobsonlaw.com

www.dobsonlaw.com

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****

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****

From: Adam Lee
Sent: Monday, August 21, 2023 1:32 PM
To: Danny Singleton <dsingleton@oconeesc.com>
Cc: Rick McDuff <rick@mjmlawsc.com>; alan pierce <gregory4792@gmail.com>; dorothypierce84@gmail.com; Donna Moore <75dmoore@gmail.com>; Ashaley Boatwright <Ashaley@boatwrightlegal.com>
Subject: Pierce Estate

Judge Singleton:

[Quoted text hidden]

Gmail Dorothy Pierce <dorothypierce84@gmail.com>

Pierce Estate

Dorothy Pierce <dorothypierce84@gmail.com> Fri, Sep 22, 2023 at 10:49 AM
To: Adam Lee <alee@dobsonlaw.com>
Cc: Danny Singleton <dsingleton@oconeesc.com>, Rick McDuff <rick@mjmlawsc.com>, alan pierce <gregory4792@gmail.com>, Donna Moore <75dmoore@gmail.com>, Ashaley Boatwright <Ashaley@boatwrightlegal.com>

Adam,

Don't you think it's prudent to share the "issues" with all parties involved so that we are all privy to that matter before a status conference?

[Quoted text hidden]

Gmail Dorothy Pierce <dorothypierce84@gmail.com>

Pierce Estate

Danny Singleton <dsingleton@oconeesc.com> Wed, Sep 27, 2023 at 11:19 AM
To: Rick McDuff <rick@mjmlawsc.com>, Adam Lee <alee@dobsonlaw.com>, Dorothy Pierce <dorothypierce84@gmail.com>
Cc: alan pierce <gregory4792@gmail.com>, Donna Moore <75dmoore@gmail.com>, Griselda Godoy <ggodoy@oconeesc.com>

All,

Let's meet at 10 am on October 11th.

The court is aware that Mrs. Pierce has filed a notice to appeal on the last order from this court, however, we will still have a conference this day.

[Quoted text hidden]

Gmail

Dorothy Pierce <dorothypierce84@gmail.com>

Unopposed Order Approving GEICO Settlement- Pierce Estate

Dorothy Pierce <dorothypierce84@gmail.com> Tue, Oct 24, 2023 at 1:25 PM
To: Rick McDuff <rick@mjmlawsc.com>
Cc: Danny Singleton <dsingleton@oconeesc.com>, Donna Moore <75dmoore@gmail.com>, Griselda Godoy <ggodoy@oconeesc.com>

Judge Singleton,

Threatening to remove me as a personal representative because I filed an appeal is retaliation and a violation of my due process rights and civil rights under the Constitution of the United States.

Everything that has been threatened in the last few hours since I filed my appeal is retaliation.

McDuff Using a protest document seeking justice to fire someone from a position is a violation of the law. A protest is a protected right. An appeal is a protected right.

https://www.justice.gov/crt/fcs/T6Manual8

https://schac.sc.gov/employment-discrimination/prohibited-practices-discrimination-types/retaliation-discrimination#:~:text=All%20of%20the%20laws%20enforced,discrimination%20on%20the%20job%2C%20because

[Quoted text hidden]

Gmail

Dorothy Pierce <dorothypierce84@gmail.com>

Proposed settlement agreement

Dorothy Pierce <dorothypierce84@gmail.com> Thu, Oct 12, 2023 at 7:59 AM
To: Rick McDuff <rick@mjmlawsc.com>
Cc: Danny Singleton <dsingleton@oconeesc.com>, "Donna Moore (via Google Docs)" <75dmoore@gmail.com>, alan pierce <gregory4792@gmail.com>

I have several issues with this draft.

I will submit my comments momentarily.

Thanks ,

Dorothy Pierce
[Quoted text hidden]

Gmail **Dorothy Pierce <dorothypierce84@gmail.com>**

Re: Proposed settlement agreement

Dorothy Pierce <dorothypierce84@gmail.com> Thu, Oct 12, 2023 at 12:54 PM
To: Rick McDuff <rick@mjmlawsc.com>
Cc: Danny Singleton <dsingleton@oconeesc.com>, "Donna Moore (via Google Docs)" <75dmoore@gmail.com>, alan pierce <gregory4792@gmail.com>, Zana Hicks <zana@mjmlawsc.com>

Rick,

I will send you my proposed comments in two hours.

Important: I asked Donna Moore to send me a copy of the deed, especially to her 3.90 acres but she has not. I'm not comfortable moving forward without knowing exactly where this land is located on the property. It might be located next to my door and this would be inconvenient.

Secondly, I have an issue with the right of way. We need to know exactly where this land is so we state clearly who gives the right of way to whom.

Lastly, I will need 60 days, not 30 days to pay Davenport. This month of October, I have several high-cost depositions already scheduled. I won't take on any major payment within these 30 days because it will interfere with my budget.

Thanks,

Dorothy Pierce

[Quoted text hidden]

Gmail

Dorothy Pierce <dorothypierce84@gmail.com>

Proposed settlement agreement

Rick McDuff <rick@mjmlawsc.com> Wed, Oct 11, 2023 at 5:11 PM
To: Dorothy Pierce <dorothypierce84@gmail.com>, Danny Singleton <dsingleton@oconeesc.com>, "Donna Moore (via Google Docs)" <75dmoore@gmail.com>, alan pierce <gregory4792@gmail.com>

This message was sent securely using Zix®

Attached is a draft Order on the 912 Agreement for everyone's review and comment. I will need the exact amount for the mortgage payoff to Blue Ridge bank.

Respectfully,

Richard Hunt McDuff, Esq.
Merrell & McDuff
(MJM Law, LLC)
119B Professional Park Drive
Seneca, South Carolina 29678
Tel: (864) 882-2466

From: Dorothy Pierce
Sent: Wednesday, October 11, 2023 10:43 AM
To: Danny Singleton; Donna Moore (via Google Docs); Rick McDuff; alan pierce
Subject: Proposed settlement agreement

This message was secured by **Zix®**.

Pierce.Proposed._Order_912.10_11_2023.pdf
135K

Gmail Dorothy Pierce <dorothypierce84@gmail.com>

Ruling for The Estate of Doyle Elton Pierce concerning the Hearing held on July 28th, 2022

Ashley Rice <arice@oconeesc.com> Fri, Aug 12, 2022 at 11:36 AM
To: Dorothy Pierce <dorothypierce84@gmail.com>, Donna Moore <75dmoore@gmail.com>, Rick McDuff <rick@mjmlawsc.com>, Robert Gailliard <rlgailliardlaw@outlook.com>, alan pierce <gregory4792@gmail.com>, Jared Pierce <jaredapierce1@gmail.com>
Cc: Griselda Godoy <ggodoy@oconeesc.com>, Magin Eades <meades@oconeesc.com>, Maggie Wells <mwells@oconeesc.com>, Ashleigh Leard <aleard@oconeesc.com>, Kaitlyn C Smith <kaitlyncsmith@oconeesc.com>

Good morning All!

As promised, I am here to give my Ruling concerning the hearing that was held on July 28th, 2022 for the Appointment of a Special Administrator for the Estate of Doyle Elton Pierce, Case Number 2020ES3700-532. Please know that this email is not up for discussion and my decision is final. I do not want any back and forth emails concerning this ruling.

There are numerous things I would like to address, so I will try my best to lay this all out as best I can.

First and Foremost, as Probate Judge for Oconee County, South Carolina, it is my sworn duty to monitor every matter pending in our court and enforce prompt compliance with all requirements imposed by law per the Rules of the Probate Court: Rule 2: Duty of Probate Judge.

With that being said, I am going to **GRANT THE RELIEF** for a Special Administrator for the Estate of Doyle Elton Peirce, Case Number 2020ES3700-532. However, It will be in the best interest of all parties for the Special Administrator to be a third party individual with no interested ties to this case. I will require that this third party be an Estate/Probate Attorney in good standing with the SC Bar for Oconee County, SC. At this moment, the court has not chosen that individual, but will be doing so in the next few days. I am not granting this relief on the premises that the court believes Ms. Pierce has mishandled any estate assets. Ms. Pierce could have administered the estate in a more timely fashion especially concerning the taxes for the estate, but the court does not believe it was done with ill intent nor does the court believe the estate or its assets are in any emergency danger. The court is appointing a Special Administrator on the basis that a Special Administrator would serve the estate in a more appropriate fashion since this specific case is highly contentious between all involved.

The Special Administrator will have the full authority to act to the fullest extent under **SC Code of Laws: Section 62-3-617**. The Special Administrator will be appointed until a ruling from the Court of Appeals is made concerning Ms. Pierce's appeal. Once that decision has been made, this court will have the authority to make further relief acting upon said decision and outcome from the Court of Appeals.

The Special Administrator will need to submit a new Inventory and Appraisement to the Court within Ninety (90) days of appointment along with a detailed accounting of all funds that have come into the estate and disbursed from the estate.

Ms. Pierce will still be considered appointed Personal Representative because of the appeal pending with the Court of Appeals, however until that ruling has been made and while the Special Administrator is in place, this court has decided to restrain her from acting as personal representative per **SC Code of Laws: Section 62-3-607 (a).** This court will continue to have authority to grant further reliefs concerning the personal representative depending on the decision and outcome of that pending appeal.

The following would be the other issues discussed by all in the hearing and my opinions and findings on those brought to the courts attention.

Any assets that were taken without approval from Ms. Pierce as Personal Representative need to be delivered to the Special Administrator for safe keeping until the time to disburse assets or the ruling from the Court of Appeals is made.

Concerning the granddaughter, Samantha Leigh and her place of residence, I find that issue to coincide to the decision of the appeal. If the Last Will and Testament is upheld by the Court of Appeals, then the issue would be between Greg Pierce and Samantha Leigh. If the Will is deemed invalid, then that property would be considered an Intestate Asset and would need to be handled by the Personal Representative. So, I am unwilling to give an opinion on the collection of rent at the moment until a ruling has been made by the Court of Appeals.

The F350 Truck has been brought before the court as a possible estate asset that was mishandled/unauthorized by Greg Pierce. I give the Special Administrator authority to look into the allegations of said vehicle to make sure it is in fact an estate asset or whether it was a gift prior to the decedent's passing.

Moving forward, the Special Administrator has the authority to hire non-interested parties for any estate business or upkeep to the property and assets. Ms. Pierce, although acting within her scope of duties as personal representative, should have not enlisted the help of a romantic partner for estate business and transactions. That business transaction should have been done by an uninterested party.

Donna Moore is entitled to her authenticated reimbursement of the paid mortgage in the amount of $13, 120.36. She made this payment in good faith and with the best interest of the estate in mind. I also found there to be no disagreement between parties for her reimbursement.

Ms. Dorothy Pierce, as Personal Representative is also entitled to authorized/authenticated out of pocket expenses she has paid with her own personal funds for the benefit of the estate.

Unfortunately, it appears that this estate does come with a great deal of "debt" with no liquidized funds to pay said "debt". It will be the responsibility of the Special Administrator to sale some estate assets to help pay for the authorized/authenticated estate debts and reimbursements of out of pocket expenses. The current listed unauthenticated debt such as Bobby Alexander, Jon Warthers, and Pioneer Surveyor, will need to be authenticated along with itemized and professional receipts describing the specific business transactions. These companies/individuals have not filed Creditor's Claims against the estate and by not doing so, the court is now requiring the information from them to validate their monies owed.

As far as the Lawsuit involving Firewalker Hot Sauce Company, LLC, it appears that they believe Mr. Doyle E. Pierce was an owner and operator. It appears that the estate could be liable for any relief sought from that said lawsuit. Firewalker Hot Sauce Company, LLC have filed a claim against the estate for $16,000.00 so if that court did/does in fact prove Mr. Pierce to be an owner, that debt would be valid.

Ms. Pierce filed a Motion To Disqualify Richard H. McDuff from the case due to a Conflict of Interest on July 7th, 2022. It appears Mr. McDuff was the acting attorney for Blue Ridge Bank concerning foreclosure matters, however I do not find that to be a conflict of interest that affects the outcome of this proceeding. I would be happy to hear this in a more formal matter if parties are interested, but it would need to be proven to the court that he acted in a manner that benefited him and/or his clients or maliciously affected the estate. I find he merely passed along information so Ms. Moore could act in good faith and with the best interest of the estate in mind. This information did not affect the Estate nor Ms. Pierce in a negative fashion.

I would like to remind all parties of the **SC Code of Laws Section 62-3-711: Powers of personal representatives; in general.**

> (a) Until termination of his appointment or unless otherwise provided in Section 62-3-910, a personal representative has the same power over the title to property of the estate that an absolute owner would have, in trust however, for the benefit of the creditors and others interested in the estate. Except as otherwise provided in subsection (b), this power may be exercised without notice, hearing, or order of court.
>
> (b) Except where the will of the decedent authorizes to the contrary, a personal representative may not sell real property of the estate except as authorized pursuant to the procedures described in Sections 62-3-911 or Sections 62-3-1301 et seq. and shall refrain from selling tangible or intangible personal property of the estate (other than securities regularly traded on national or regional exchanges and produce, grain, fiber, tobacco, or other merchandise of the estate for which market values are readily ascertainable) having an aggregate value of ten thousand dollars or more without prior order of the court which may be issued upon application of the personal representative and after notice or consent as the court deems appropriate.
>
> (c) If the will of a decedent devises real property to a personal representative or authorizes a personal representative to sell real property (the title to which was not devised to the personal representative), then subject to Section 62-3-713, the personal representative, acting in trust for the benefit of the creditors and other interested persons in the estate, may execute a deed in favor of a purchaser for value, who takes title to the real property in accordance with the provisions of Section 62-3-910(B).
>
> HISTORY: 1986 Act No. 539, Section 1; 1987 Act No. 171, Section 28; 2000 Act No. 398, Section 4; 2013 Act No. 100, Section 1, eff January 1, 2014.
>
> Effect of Amendment
>
> The 2013 amendment, in subsection (b), substituted "procedures described in Sections 62-3-911 or Sections 62-3-1301 et seq." for "procedure described in Section 62-3-1301 et seq.", substituted "ten thousand dollars" for "five thousand dollars", and inserted "which may be issued upon application of the personal representative and after notice or consent as the court deems appropriate"; and in subsection (c), substituted "other interested persons" for "others interested", and substituted "Section 62-3-910(B)" for "Section 62-3-910(b)".

AND

SC Code of Laws Section 62-3-715: Transactions authorized for personal representatives; exceptions.

SECTION 62-3-715. Transactions authorized for personal representatives; exceptions.

Except as restricted or otherwise provided by the will or by an order in a formal proceeding and subject to the restrictions imposed in Section 62-3-711(b) and to the priorities stated in Section 62-3-902, a personal representative, acting reasonably for the benefit of the interested persons, may properly:

(1) retain assets owned by the decedent pending distribution or liquidation including those in which the representative is personally interested or which are otherwise improper for trust investment;

(2) receive assets from fiduciaries or other sources;

(3) perform, compromise, or refuse performance of the decedent's contracts that continue as obligations of the estate, as he may determine under the circumstances. In performing enforceable contracts by the decedent to convey or lease land, the personal representative, among other possible courses of action, may:

(i) execute and deliver a deed of conveyance for cash payment of all sums remaining due or the purchaser's note for the sum remaining due secured by a mortgage or deed of trust on the land; or

(ii) deliver a deed in escrow with directions that the proceeds, when paid in accordance with the escrow agreement, be paid to the successors of the decedent, as designated in the escrow agreement.

Execution and delivery of a deed pursuant to this subsection affects title to the subject real property to the same extent as execution and delivery of a deed by the personal representative in other cases authorized by this Code;

(4) satisfy written charitable pledges of the decedent irrespective of whether the pledges constituted binding obligations of the decedent or were properly presented as claims, if in the judgment of the personal representative the decedent would have wanted the pledges completed under the circumstances;

(5) if funds are not needed to meet debts and expenses currently payable and are not immediately distributable, deposit or invest liquid assets of the estate, including monies received from the sale of other assets, in federally insured interest-bearing accounts, readily marketable secured loan arrangements or other prudent investments which would be reasonable for use by trustees generally;

(6) subject to the restrictions imposed in Section 62-3-711(b), acquire or dispose of an asset, including land in this or another state, for cash or on credit, at public or private sale; and manage, develop, improve, exchange, partition, change the character of, or abandon an estate asset;

(7) make ordinary or extraordinary repairs or alterations in buildings or other structures, demolish any improvements, raze existing, or erect new party walls or buildings;

(8) satisfy and settle claims and distribute the estate as provided in this Code;

(9) enter for any purpose into a lease as lessor or lessee, with or without option to purchase or renew, but not for a term extending beyond the period of administration and, with respect to a lease with option to purchase, subject to the restrictions imposed in Section 62-3-711(b);

(10) enter into a lease or arrangement for exploration and removal of minerals or other natural resources or enter into a pooling or unitization agreement;

(11) vote stocks or other securities in person or by general or limited proxy;

(12) pay calls, assessments, and other sums chargeable or accruing against or on account of securities, unless barred by the provisions relating to claims;

(13) hold a security in the name of a nominee or in other form without disclosure of the interest of the estate but the personal representative is liable for any act of the nominee in connection with the security so held;

(14) insure the assets of the estate against damage, loss, and liability and himself against liability as to third persons;

(15) effect a fair and reasonable compromise with any debtor or obligor, or extend, renew, or in any manner modify the terms of any obligation owing to the estate. If the personal representative holds a mortgage, pledge, lien, or other security interest upon property of another persons, he may, in lieu of foreclosure, accept a conveyance or transfer of encumbered assets from the owner thereof in satisfaction of the indebtedness secured by lien;

(16) pay taxes, assessments, compensation of the personal representative, and other expenses incident to the administration of the estate;

(17) sell, or exercise stock subscription or conversion rights; consent, directly or through a committee or other agent, to the reorganization, consolidation, merger, dissolution, or liquidation of a corporation or other business enterprise;

(18) allocate items of income or expense to either estate income or principal, as permitted or provided by law;

(19) employ persons, including attorneys, auditors, investment advisors, or agents, even if they are associated with the personal

representative, to advise or assist the personal representative in the performance of his administrative duties; act without independent investigation upon their recommendations; and instead of acting personally, employ one or more agents to perform any act of administration, whether or not discretionary;

(20) prosecute or defend claims, or proceedings in any jurisdiction for the protection of the estate and of the personal representative in the performance of his duties;

(21) subject to the restrictions imposed in Section 62-3-711(b), sell, mortgage, or lease any real or personal property of the estate or any interest therein for cash, credit, or for part cash and part credit, and with or without security for unpaid balances;

(22) continue any unincorporated business or venture in which the decedent was engaged at the time of his death (i) in the same business form for a period of not more than four months from the date of appointment of a general personal representative if continuation is a reasonable means of preserving the value of the business including good will; (ii) in the same business form for any additional period of time that may be approved by order of the court in a formal proceeding to which the persons interested in the estate are parties; or (iii) throughout the period of administration if the business is incorporated by the personal representative and if none of the probable distributees of the business who are competent adults object to its incorporation and retention in the estate;

(23) make payment in cash or in kind, or partly in cash and partly in kind, upon any division or distribution of the estate (including the satisfaction of any pecuniary distribution) without regard to the income tax basis of any specific property allocated to any beneficiary and value and appraise any asset and distribute such asset in kind at its appraised value;

(24) with the approval of the probate court or the circuit court, compromise and settle claims and actions for wrongful death, pain and suffering or both, and all claims and actions based on causes of actions surviving, to personal representatives, arising, asserted, or brought under or by virtue of any statute or act of this State, any state of the United States, the United States, or any foreign country;

(25) donate a qualified conservation easement or fee simple gift of land for conservation on any real property of the decedent in order to obtain the benefit of the estate tax exclusion allowed under Internal Revenue Code Section 2031(c) as defined in Section 12-6-40(A), and the state income tax credit allowed under Section 12-6-3515, if the personal representative has the written consent of all of the heirs, beneficiaries, and devisees whose interests are affected by the donation. Upon petition of the personal representative, the probate court may consent on behalf of any unborn, unascertained, or incapacitated heirs, beneficiaries, or devisees whose interests are affected by the donation after determining that the donation of the qualified real property interest shall not adversely affect them or would most likely be agreed to by them if they were before the court and capable of consenting. A guardian ad litem must be appointed to represent the interest of any unborn, unascertained, or incapacitated persons. Similarly, and for the same purposes and under the same conditions, mutatis mutandis, a trustee may make such a donation for the settlor;

(26) the personal representative has the power to access the decedent's files and accounts in electronic format, including the power to obtain the decedent's user names and passwords.

HISTORY: 1986 Act No. 539, Section 1; 1987 Act No. 171, Sections 29, 30; 1990 Act No; 521, Section 49; 2000 Act No. 283, Section 1(E); 2013 Act No. 100, Section 1, eff January 1, 2014.

Effect of Amendment

The 2013 amendment added subsection (26) relating to access to electronic files, and made other nonsubstantive changes.

This may help clear up the issue of the truck loaded down with “rotting meat and personal belongings.” As acting Personal Representative, it was Ms. Pierce’s discretion as to what she deemed to be waste given that it was of no monetary value. She also had the discretion to paint walls, cabinets, etc. Judging from the pictures included in Respondent’s Exhibit 15, it appears that the painting helped add value to the property and did not de-value or damage said property.

In closing, I would like to say that I understand how emotional this proceeding has been and my heart goes out to each and everyone involved. I did not take this ruling lightly and have spent many hours researching and going through testimony and evidence. I stand by my ruling and believe whole heartedly that until a ruling is made by the Court of Appeals, that a third party Special Administrator will be the best course of action for the estate at this time. Once the ruling

is made, this court will retain jurisdiction and proceed accordingly. Thank you all for your patience and kindness and I send my best wishes to you all during this very difficult time.

Mr. McDuff, since you are the petitioning attorney, if you would be so kind to draw up the Order for me, reserving a blank for the name of the Special Administrator for the court to fill in at a later date. Thank you.

August 12, 2022

IT IS SO ORDERED…..

Sincerely,

Ashley M. Rice

Probate Court Judge

Probate Court of Oconee County, SC

415 S. Pine Street/ PO Box 471

Walhalla, SC 29691

Office: 864-364-5271

Fax: 864-638-4278

Email: arice@oconeesc.com

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From: Dorothy Pierce [mailto:dorothypierce84@gmail.com]
Sent: Tuesday, August 9, 2022 2:41 PM
To: Ashley Rice <arice@oconeesc.com>
Cc: Donna Moore <75dmoore@gmail.com>; Rick McDuff <rick@mjmlawsc.com>; Robert Gailliard <rlgailliardlaw@outlook.com>; alan pierce <gregory4792@gmail.com>; Jared Pierce <jaredapierce1@gmail.com>
Subject: Re: Requested Proposed Settlement Agreement- The Estate of Doyle Elton Pierce

Gmail

Dorothy Pierce <dorothypierce84@gmail.com>

Re: Proposed settlement agreement

Rick McDuff <rick@mjmlawsc.com> Thu, Oct 12, 2023 at 11:07 AM
To: Dorothy Pierce <dorothypierce84@gmail.com>
Cc: Danny Singleton <dsingleton@oconeesc.com>, "Donna Moore (via Google Docs)" <75dmoore@gmail.com>, alan pierce <gregory4792@gmail.com>, Zana Hicks <zana@mjmlawsc.com>

This message was sent securely using Zix*

Judge Singleton,

Attached is the Word version of the proposed Order with the exact amount of mortgage repayment to Donna Moore. We have not received Ms. Pierce's proposed changes. If we cannot come to an agreement, the terms of the settlement entered into the record yesterday pursuant to Rule 43(k) are binding and enforceable by the Court.

[Quoted text hidden]
[Quoted text hidden]

Pierce.Proposed._Order_912.10_12_2023.v2.docx
29K

Gmail

Dorothy Pierce <dorothypierce84@gmail.com>

Re: Proposed settlement agreement

Dorothy Pierce <dorothypierce84@gmail.com> Thu, Oct 12, 2023 at 2:59 PM
To: Rick McDuff <rick@mjmlawsc.com>
Cc: Danny Singleton <dsingleton@oconeesc.com>, "Donna Moore (via Google Docs)" <75dmoore@gmail.com>, alan pierce <gregory4792@gmail.com>, Zana Hicks <zana@mjmlawsc.com>

All,

Find my updated version of the Agreement attached.

Thanks,

Dorothy
[Quoted text hidden]

Pierce.Proposed._Order_912.10_12_2023.v3 -dorothy Pierce Updated.pdf
139K

Gmail

Dorothy Pierce <dorothypierce84@gmail.com>

order

Dorothy Pierce <dorothypierce84@gmail.com> Thu, Oct 12, 2023 at 3:52 PM
To: Danny Singleton <dsingleton@oconeesc.com>
Cc: Donna Moore <75dmoore@gmail.com>, Rick McDuff <rick@mjmlawsc.com>, Griselda Godoy <ggodoy@oconeesc.com>

Judge Singleton,
I have attached my submissions herein highlighted in Red.

When I came to court yesterday I was not prepared for a settlement negotiation.

I will need 60 days, not 30 days to pay Davenport. This month of October, I have several high-cost depositions already scheduled. The dispositions will cost me more than $30,000. I won't take on any major payment within these 30 days because it will interfere with my budget.

I need about 90 Days instead of 60 days as previously agreed to pay the rest of the Estate debts. These debts will be paid from the Proceeds of the auction of items we have on the estate. After speaking to an auctioneer, he needs at least 60 days to plan and advertise the auction for a good turnout. This will start in November because the month of October is booked out.

I have included other VERY Important Clauses all highlighted in RED. There are so many factors to be considered especially when drafting the final agreement in this case because the case has been here and has caused a lot of unnecessary pain. Without these clauses, I will not be comfortable with the agreement.

[Quoted text hidden]

Pierce.Proposed._Order_912.10_12_2023. V4 -Dorothy Pierce.docx
31K

This message was secured by Zix®.

Dorothy Pierce <dorothypierce84@gmail.com> Fri, Oct 13, 2023 at 1:31 PM
To: Rick McDuff <rick@mjmlawsc.com>

Thank you!

Find attached draft highlighted in Red.

[Quoted text hidden]

Doyle Pierce.Proposed._Order_912.10_12_2023. V6-Dorothy Pierce.pdf
133K

Rick McDuff <rick@mjmlawsc.com> Mon, Oct 16, 2023 at 9:02 AM
To: Dorothy Pierce <dorothypierce84@gmail.com>
Cc: "gregory4792@gmail.com" <gregory4792@gmail.com>, Jared Pierce <jaredapierce1@gmail.com>, "Donna Moore (via Google Docs)" <75dmoore@gmail.com>, Zana Hicks <zana@mjmlawsc.com>

This message was sent securely using Zix

Ms. Pierce,

I have reviewed and cannot recommend my clients agree to the proposed additions to the binding settlement.

Cordially,

Richard Hunt McDuff, Esq.
Merrell & McDuff
(MJM Law, LLC)
119B Professional Park Drive
Seneca, South Carolina 29678
Tel: (864) 882-2466

From: Dorothy Pierce
Sent: Friday, October 13, 2023 1:31 PM
To: Rick McDuff
Subject: Re: Pierce Estate-Reaching a compromise

Thank you!

Find attached draft highlighted in Red.

Gmail **Dorothy Pierce <dorothypierce84@gmail.com>**

Pierce Estate

Rick McDuff <rick@mjmlawsc.com> Thu, Oct 19, 2023 at 12:16 PM
To: Danny Singleton <dsingleton@oconeesc.com>, Dorothy Pierce <dorothypierce84@gmail.com>, Donna Moore <75dmoore@gmail.com>
Cc: "gregory4792@gmail.com" <gregory4792@gmail.com>, Jared Pierce <jaredapierce1@gmail.com>

This message was sent securely using Zix®

Judge Singleton,

We are aware of the proposed settlement with GEICO and I previously was allowed by the Circuit Court to intervene in that matter to protect the interests of Jared Adam Pierce. The settlement has not been approved by the Circuit Court because Ms. Pierce had been removed as PR. It will need to be resurrected and set for hearing in Common Pleas. It would be my opinion that she would keep the net proceeds from the settlement pursuant to the 912, but there needs to be proof that any medical bills were satisfied. We are not aware of any Estate bank account that has ever been opened by Ms. Pierce.

Respectfully,

Richard Hunt McDuff, Esq.
Merrell & McDuff
(MJM Law, LLC)
119B Professional Park Drive
Seneca, South Carolina 29678
Tel: (864) 882-2466

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[Quoted text hidden]

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Gmail

Dorothy Pierce <dorothypierce84@gmail.com>

order

Rick McDuff <rick@mjmlawsc.com> Thu, Oct 12, 2023 at 4:14 PM
To: Dorothy Pierce <dorothypierce84@gmail.com>, Danny Singleton <dsingleton@oconeesc.com>
Cc: Donna Moore <75dmoore@gmail.com>, Griselda Godoy <ggodoy@oconeesc.com>, Zana Hicks <zana@mjmlawsc.com>, "gregory4792@gmail.com" <gregory4792@gmail.com>, Jared Pierce <jaredapierce1@gmail.com>

This message was sent securely using Zix ®

Judge Singleton,

The provisions Ms. Amolo-Pierce seeks to add to the Order affirming the 912 Agreement are not properly included in an order of the Court. If she wanted those terms included as a part of a settlement agreement, she should have voiced the matter when the binding settlement was put on the record in accordance with Rule 43(k). She failed to do so and plainly agreed to each and every term of the settlement on the record when asked by the Court. In no way can we agree to her day-late, dollar short language. She is plainly trying to prevent the issue of the forged Will from being used against in the pending civil litigation instituted by her. The settlement is the settlement in spite of her threat to "immediately appeal."

An appeal will not in any way affect the settlement validly entered into between the parties. The settlement is binding and enforceable regardless of whether she appeals because it is an extra-judicial settlement. I will ask Donna Moore to apply to the Court for Special Administrator appointment if Ms. Pierce will not abide by the terms of the settlement and execute necessary deeds and other documents.

Respectfully,

Richard Hunt McDuff, Esq.
Merrell & McDuff
(MJM Law, LLC)
119B Professional Park Drive
Seneca, South Carolina 29678
Tel: (864) 882-2466

[Quoted text hidden]
[Quoted text hidden]

> [Quoted text hidden]
> [Quoted text hidden]
>
> > [Quoted text hidden]
> > [Quoted text hidden]
> >
> > ***Past-President South Carolina Summary Court Judges' Association***

Gmail **Dorothy Pierce <dorothypierce84@gmail.com>**

Pierce Estate

Dorothy Pierce <dorothypierce84@gmail.com> Fri, Oct 13, 2023 at 10:57 AM
To: Danny Singleton <dsingleton@oconeesc.com>
Cc: Rick McDuff <rick@mjmlawsc.com>, Griselda Godoy <ggodoy@oconeesc.com>, "Donna Moore (via Google Docs)" <75dmoore@gmail.com>

Fine with me but that "amended order" still doesn't take care of everything that a proper settlement agreement should include. We waited three years to be here. This cannot be done unjustly and in haste.

It won't kill anyone to consider certain requests I have made.

In the meantime, I will start doing my work as Personal representative effective immediately.

[Quoted text hidden]

8 attachments

image001.png
26K

image002.png
24K

Image003.png
26K

Image004.png
24K

Image002.png
24K

STATE OF SOUTH CAROLINA)	IN THE PROBATE COURT
)	
COUNTY OF OCONEE)	Case No.: 2020ES3700532
IN THE MATTER OF:)	
DOYLE E. PIERCE)	
DECEASED,)	
)	

ORDER AFFIRMING PRIVATE FAMILY AGREEMENT

THIS MATTER came before the Court on October 11, 2023, pursuant to Rule 43(k), South Carolina Rules of Civil Procedure, whereby Gregory Alan Pierce, Jared Adam Pierce, Donna Carol Moore (the surviving adult children of Doyle E. Pierce), and Queen Dorothy Amolo Pierce (the surviving widow of Doyle E. Pierce), entered into a Private Family Agreement pursuant to *S.C. Code Ann.* § 62-3-912 in connection with the Estate of Doyle E. Pierce. The parties placed their agreement on the record before the Court and all acknowledged their agreement. Therefore, it is hereby **Ordered and Adjudged** as follows:

1. **Distributions to Parties**. The Decedent's assets shall be distributed to Gregory Alan Pierce, Jared Adam Pierce, Donna Carol Moore, and Queen Dorothy Amolo Pierce as more fully described in Exhibit A.
2. **Dismissal of Appeals**. Within ten (10) days of the date of this Order, Queen Dorothy Amolo Pierce shall withdraw and dismiss, with prejudice, the appeals pending in the South Carolina Court of Appeals, Appellate Case No.: 2021-001552, and in the Oconee County Court of Common Pleas, Case No. 2023-CP-37-00685.
3. **Estate Debts**. Within thirty (30) days of the date of this Order, Queen Dorothy Amolo Pierce shall pay, in full, the indebtedness to Davenport Funeral Home for funeral expenses and reimburse Adam Lee, Esq., for 2022 real property taxes paid by his law firm in the approximate amount of $3,000.00. Within sixty (60) days of the date of this Order, Queen

Dorothy Amolo Pierce shall reimburse Donna Carol Moore for the amount paid by Donna Carol Moore in the amount of $13,120.36 paid by Donna Carol Moore to pay off the mortgage indebtedness with Blue Ridge Bank.

4. **Estate Expenses Paid by Personal Representative**. Any personal expenses owed to Queen Dorothy Amolo Pierce by the Estate or any other party to this Agreement shall be considered paid in full.

5. **Cash Payments to Parties**. Queen Dorothy Amolo Pierce shall pay to Donna Carol Moore the $10,000.00 cash payment described in Exhibit A within sixty (60) days of the date of this Order.

6. **Removal of Items**. All parties are required to obtain their items or personal property, as detailed on Exhibit A, within thirty (30) days of the execution of this Agreement. All parties will be provided access to retrieve any such personal property upon reasonable notice. The cost of removal of items, transportation, and delivery of the property shall be borne by the respective parties. The estate shall not be responsible for any cost related to the removal of distributed items from the Estate.

7. **Transfer of Titles, Recording of Deeds, and Easements**. Queen Dorothy Amolo Pierce shall be responsible for employing a qualified real estate attorney to prepare necessary Quit Claim Deeds for the transfer of real property as more specifically set forth in Exhibit A. Each party shall be responsible for their pro rata share of the deed preparation costs and recording fees. If required, each party shall provide ingress/egress easement across their property in the event any other party does not have access from their property to a public roadway. The easement shall be located for access to the closest public roadway and located in the least obtrusive place as possible on the servient estate property. Any party

possessing an ingress/egress easement as the dominant estate across the property of another party shall be equally responsible for the cost of maintenance of the easement area. The cost of recording deeds and transfer of the property titles will be borne by each party. Each Party shall be solely responsible for the payment of any tax associated with their inheritance, if any.

8. **Tenant of Mobile Home Located at 745 Mourning Dove Lane**. Within sixty (60) days of the execution of this Agreement, Gregory Alan Pierce must make sure that:
    a) The tenant of such property, Samantha Leigh, vacates the mobile home located at 745 Mourning Dove Lane; and,
    b) Confirm all utility bills are up to date and paid in full before vacating the Mobile home; and,
    c) Clean the interior of the mobile home before vacating.
9. **Legal Fees.** All parties shall bear his or her own individual attorneys' fees and expenses.
10. **Release of Interest in Real Property.** The parties hereby agree, that in consideration of the real property to be received as listed on Exhibit A, each party does remise, release, and forever quit-claim any interest, right, or title he or she may have in and to the real property to be conveyed to the other individual parties as listed on Exhibit A.
11. **Future Documents**. The parties shall sign all additional documents reasonably necessary in the future to fully effectuate this Agreement, including, but not limited to, releases, closing statements, deeds, receipts, accountings, tax returns, etc. All parties shall sign any remaining documentation necessary to close the Estate.
12. **Mutual Release.** This clause does not release any party named in lawsuits number: 2022-CP-3700108 and 2022-CP-3700182, respectively, from any part of the legal process,

liability, actions and causes of action, demands, allegations, damages, and any and all other liabilities and obligations related to the lawsuits. Except as to the enforcement of this Agreement:

a. Each party does hereby remise, release and forever discharge the Estate, the Personal Representative (both individually and in her fiduciary capacity), the Special Administrator (both individually and in his fiduciary capacity), each other beneficiary of the Estate, and their respective subsidiaries, agents, predecessors, attorneys, officers, managers, employees, successors and assigns, heirs and devisees, spouses and personal representatives (collectively, the "Released Parties") from any and all claims, counterclaims, setoffs, actions and causes of action, suits, arbitration, demands, allegations, warranties, rights, damages and any and all other liabilities and obligations asserted or unasserted, established or unestablished, determined or undetermined, proven or unproven, absolute or inchoate or contingent which such party may have had or may have now, up to and including the date hereof, against the Released Parties, arising directly, indirectly, derivatively or in any other manner arising out of or otherwise related to any act or omission of the Released Parties in connection with the Estate or the administration thereof or in any manner related to any relationship or dealings, contractual or otherwise, between such party and any or all of the Released Parties or any of their subsidiaries, agents, predecessors, attorneys, officers, managers, employees, successors and assigns, heirs and devisees, spouses and personal representatives in connection with the Estate or the administration thereof.

b. Each party hereby acknowledges and agrees that the release granted in this Section 13 (the "Release") is a general release and further expressly waives and assumes the risk

of any and all claims for damages which exist as of this date but of which the such party does not know or suspect to exist, whether through ignorance, oversight, error, negligence, or otherwise, and which, if known, would materially affect such party's decision to enter into this Agreement. Each party further agrees that it has accepted payment of the sums or bequests specified in this Agreement as a complete compromise of matters involving disputed issues of law and fact and it assumes the risk that the facts or laws may be otherwise than it believes. It is understood and agreed by the parties that this settlement is a compromise of a doubtful and disputed claim, and payment is not to be construed as an admission of liability on the part of any other party, by whom liability is expressly denied.

c. The parties shall dismiss, with prejudice, all actions pending with respect to the Estate, except for the probate administration of the Estate in the Probate Court, which shall continue to be administered in accordance with the terms of this Order.

13. **Administration of the Estate After Entry of this Order.** All parties agree that.

a) Queen Dorothy Amolo Pierce shall oversee the distribution of assets to the beneficiaries and further make sure the estate debts and obligations are successfully paid before the estate is closed.

b) Queen Dorothy Amolo Pierce shall act as Personal Representative of the Estate of Doyle Elton Pierce until all pending estate matters are resolved, and the estate is officially closed. Queen Dorothy Amolo Pierce will incur her own expenses incurred in the administration of the Estate, except as otherwise provided.

14. **Right of Notice of Auction.** Queen Dorothy Amolo Pierce shall be authorized to schedule an auction to sell any remaining assets of the Estate not distributed hereunder. All parties

shall be given a ten (10) day notice of the date of any auction to sell the assets of the Estate not distributed hereunder.

15. **Trash Disposal**. Queen Dorothy Amolo Pierce may allow Donna Carol Moore and Gregory Alan Pierce the option to obtain any items she intends to give away for free or haul away as trash to the landfill after the auction. The timeline for the removal of these items will be determined by mutual agreement. If the parties cannot agree, the Court will determine the dates(s) and time(s).

16. **Notices**. Any written notice required by or related to this Agreement shall be deemed to have been delivered when deposited into the US Mail, postage prepaid, and addressed as follows:

Gregory Alan Pierce:

638 Zion Church Rd, Easley SC. 29642

Jared Adam Pierce:

C/O Metallityö Vainio Oy

Parkatintie 38, 74120 Lisalmi, Finland-Suomi.

Donna Carol Moore:

149 Flat Rock Church Rd, Liberty SC 29657.

Queen Dorothy Amolo Pierce:

750 Mourning Dove Lane, Seneca, SC. 29678

Each party shall notify all other parties in writing of his or her address changes.

IT IS SO ORDERED!

Dated this 12 day of October, 2023

HON. DANNY SINGLETON
Judge, Oconee County Probate Court

Exhibit A

GREGORY ALAN PIERCE:

1. 16.07 acres of land which is a part of Cedar Hill Farm
2. F350 1970 Ford Truck
3. Simmons Road, measuring 0.04 acre.
4. Belarus tractor beside silver shed.
5. 4 cattle body pieces
6. Two Old Acetylene torches
7. Old Electric Welder
8. Old Small wood heater
9. Red toolbox

JARED ADAM PIERCE:

1. 8.86 acres of Land which is a part of Cedar Hill Farm
2. 2 guitars with amps
3. 20 guns with their ammunition

DONNA CAROL MOORE:

1. 3.30 acres of land and .60 acres of land all adjacent to Cedar Hill Farm for a total of 3.90 acres.
2. $10,000.00, payable by Queen Dorothy Amol Pierce within sixty (60) days of the date of this Court's Order
3. Jubilee 1953 Ford tractor with its Bush Hog
4. Cutaway Harrows
5. Scarfire
6. Disc Plow
7. Small Backhoe (This backhoe is different from the bigger backhoe that is used with a Ford 3236 Tractor- It's not guaranteed that this item is located on the Estate property)

QUEEN DOROTHY AMOLO PIERCE:

1. Three-bedroom Brick home on 750 Mourning Dove Lane with
2. Land measuring approx. 33.36 Acres of land from the main farm
3. Woods Lots #7, 8, 10, and 15 on Oak Ridge Road
4. Oak Ridge Road measuring 1.66 acres (liability)
5. 3200 sq. ft. Warehouse on 708 Mourning Dove Lane
6. Mobile Home located on 745 Mourning Dove Lane

7. Two small guns with ammunition
8. Motor Vehicles Not taken by other beneficiaries.
9. All the residue of the estate of Doyle Elton Pierce which has not otherwise been taken by any beneficiary or auctioned to pay estate debts.

On Thu, Oct 12, 2023 at 3:16 PM Dorothy Pierce <dorothypierce84@gmail.com> wrote:

> Judge, you just signed this order without my version.
>
> I will appeal it IMMEDIATELY!!
>
> There are so many aspects of the written clauses that I didn't a gree with and we definitely didn't discuss in court.
>
> This is unacceptable!!!
>
> Best Regards,
>
> Dorothy

On Thu, Oct 12, 2023, 3:01 PM Danny Singleton <dsingleton@oconeesc.com> wrote:

> > All,
> >
> > Attached, please find the signed order.
> >
> > I want to thank each of you for your time and patience in this matter. I believe this agreement addresses any and all issues between the parties.
> >
> > I am glad that you all took the time to listen and compromise for a successful solution.
> >
> > Respectfully,

Gmail

Dorothy Pierce <dorothypierce84@gmail.com>

order

Dorothy Pierce <dorothypierce84@gmail.com> Thu, Oct 12, 2023 at 4:01 PM
To: Danny Singleton <dsingleton@oconeesc.com>
Cc: Donna Moore <75dmoore@gmail.com>, Rick McDuff <rick@mjmlawsc.com>, Griselda Godoy <ggodoy@oconeesc.com>

Lastly,
I have a huge problem with mutual Release clause on No.13

The mutual release clause is too long, too generic and confusing.

Why can't we have just a brief release clause without complicated terms that may hide something that we don't understand??????

I think we need to be patient and come up with an order that's acceptable for all parties.

[Quoted text hidden]

Gmail Dorothy Pierce <dorothypierce84@gmail.com>

Pierce Estate

Dorothy Pierce <dorothypierce84@gmail.com> Fri, Oct 13, 2023 at 9:28 AM
To: Rick McDuff <rick@mjmlawsc.com>
Cc: Danny Singleton <dsingleton@oconeesc.com>, Griselda Godoy <ggodoy@oconeesc.com>, "Donna Moore (via Google Docs)" <75dmoore@gmail.com>

This is still WRONG!

I requested the court for 60 days instead of 30 days, and 90 days instead of 60 days. I don't owe the estate any money. The Estate owes me. This means that if the court wants me to pay the estate debts out of my pocket, the same court must consider my circumstances.

Why are we rushing this order when finally we had come to a possible end?

Something isn't right. This rule 43(k) was proposed by McDuff and we didn't have the chance to look into it before the court adopted it in haste. The same rule also states that all parties must sign and in the absence of the parties then the attorneys must sign. There is no provision on signature of parties on the order.
Judge singleton, I think you need to consult a non interested party for advice instead of McDuff who is trying to do things in his own interest and the interest of his clients.

The land description on my share isn't right. See my proposal for the correct description. My portion of the property is already surveyed. I will keep it as is after everyone curves out their own.

Secondly, all agreements must have a mutual release clause but it must be concise, easy to understand and direct. Without a proper release, any party will come back and try to claim from the estate. This clause was drafted by Adam Lee.

Thirdly and most importantly. I will NOT settle this estate because I accept any wrongdoing. This part must be stated clearly on any order. Without this part I would rather keep my appeal with the Courts of Appeals. See clause 3 of my version.

Fourthly, the assets left to me to auction to pay debts must be specified. Everyone is getting their share and I'm expected to sell my house to pay debts. My version of the order fixes how the debts will be paid and which assets will be used to pay the debts.

The purpose of the Settlement was to avoid any further litigation and bring to a full stop all litigation.

How are you going to enforce any portion of this order without my appeal being withdrawn????

What are McDuff and his clients upto??????????

Judge, if you want this to end without creating even a bigger mess, you have to consider all arguments.

Thanks,

Dorothy

[Quoted text hidden]

Gmail **Dorothy Pierce <dorothypierce84@gmail.com>**

order

Dorothy Pierce <dorothypierce84@gmail.com> Thu, Oct 12, 2023 at 4:09 PM
To: Danny Singleton <dsingleton@oconeesc.com>
Cc: Donna Moore <75dmoore@gmail.com>, Rick McDuff <rick@mjmlawsc.com>, Griselda Godoy <ggodoy@oconeesc.com>

The last page on Exhibit A,

My share is written in a way that does not provide the description of property I will inherit. This would cause an issue for me at the time of transferring these property titles.

I have fixed the description in my version and included proper property description.

Important: I'm only disputing wordings and number of days to execute certain tasks.

Thanks,

Dorothy

[Quoted text hidden]

Gmail

Dorothy Pierce <dorothypierce84@gmail.com>

PROPOSED ORDER AMENDMENT- DOROTHY PIERCE

Dorothy Pierce <dorothypierce84@gmail.com> Fri, Oct 13, 2023 at 1:41 AM
To: Danny Singleton <dsingleton@oconeesc.com>, Griselda Godoy <ggodoy@oconeesc.com>, Rick McDuff <rick@mjmlawsc.com>, "Donna Moore (via Google Docs)" <75dmoore@gmail.com>

Judge,

I have attached herein a fair draft of my proposed Settlement Order Highlighted in Red.

All I want is a peaceful end to the 3-year chaos without any further appeals.

I have major issues with the language used in the Mutual Release clause No.13. I am suing some people and I do not want the order to accidentally release the parties from liability and force all my complaints to be dismissed.

NOTICE OF APPEAL ON ORDER OF JUDGE SINGLETON- Settlement Order. docx.docx
16K

Gmail Dorothy Pierce <dorothypierce84@gmail.com>

order

Dorothy Pierce <dorothypierce84@gmail.com> Thu, Oct 12, 2023 at 5:04 PM
To: Danny Singleton <dsingleton@oconeesc.com>
Cc: Rick McDuff <rick@mjmlawsc.com>, Donna Moore <75dmoore@gmail.com>, Griselda Godoy <ggodoy@oconeesc.com>, Zana Hicks <zana@mjmlawsc.com>, alan pierce <gregory4792@gmail.com>, Jared Pierce <jaredapierce1@gmail.com>

Judge,

We didn't discuss all the clauses that McDuff has included in his order, like the mutual release. This is supposed to be a mutual agreement not a draconian order.

Why must we do things under duress???????

I asked what yesterday's meeting was about and no one told me. Everyone went there knowing exactly what was gonna happen except me.

[Quoted text hidden]

4 attachments

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26K

image002.png
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image001.png
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image002.png
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Gmail Dorothy Pierce <dorothypierce84@gmail.com>

order

Danny Singleton <dsingleton@oconeesc.com> Thu, Oct 12, 2023 at 3:01 PM
To: Dorothy Pierce <dorothypierce84@gmail.com>, Donna Moore <75dmoore@gmail.com>, Rick McDuff <rick@mjmlawsc.com>
Cc: Griselda Godoy <ggodoy@oconeesc.com>

All,

Attached, please find the signed order.

I want to thank each of you for your time and patience in this matter. I believe this agreement addresses any and all issues between the parties.

I am glad that you all took the time to listen and compromise for a successful solution.

Respectfully,

Danny Singleton, Probate Judge

Oconee County

415 S. Pine Street

Walhalla, SC 29691

864-638-4275

Past-President South Carolina Summary Court Judges' Association

Gmail **Dorothy Pierce <dorothypierce84@gmail.com>**

Pierce Estate

Danny Singleton <dsingleton@oconeesc.com> Fri, Oct 13, 2023 at 11:18 AM
To: Dorothy Pierce <dorothypierce84@gmail.com>
Cc: Rick McDuff <rick@mjmlawsc.com>, Griselda Godoy <ggodoy@oconeesc.com>, "Donna Moore (via Google Docs)" <75dmoore@gmail.com>

You will need to wait on acting as personal rep for the time being. New certificates of appointment will be required and that will not be done until we have a phone conference.

Danny Singleton
Judge of Probate
Oconee County, SC

> On Oct 13, 2023, at 10:57 AM, Dorothy Pierce <dorothypierce84@gmail.com> wrote:
>
> [Quoted text hidden]

Gmail

Dorothy Pierce <dorothypierce84@gmail.com>

Pierce Estate

Rick McDuff <rick@mjmlawsc.com> Fri, Oct 13, 2023 at 8:53 AM
To: Danny Singleton <dsingleton@oconeesc.com>, Dorothy Pierce <dorothypierce84@gmail.com>
Cc: Griselda Godoy <ggodoy@oconeesc.com>, "Donna Moore (via Google Docs)" <75dmoore@gmail.com>

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Judge Singleton,

Attached is a proposed Amended Order Affirming the 912 Agreement. The release language in paragraph 13 of the original Order was based upon the draft provided by Ms. Pierce by email which had been previously circulated amongst the parties. The proposed Amended Order deletes paragraph 13 in its entirety, given the fact the parties did not expressly discuss release language in the Rule 43(k) settlement on the record. Nonetheless, the Rule 43(k) is fully enforceable notwithstanding Ms. Pierce's threat of another spurious appeal.

In addition, Exhibit A has been corrected to note that Ms. Pierce is receiving 29.46 acres of property dues to Donna Moore receiving 3.90 acres.

Respectfully,

Richard Hunt McDuff, Esq.
Merrell & McDuff
(MJM Law, LLC)
119B Professional Park Drive
Seneca, South Carolina 29678
Tel: (864) 882-2466

From: Danny Singleton
Sent: Friday, October 13, 2023 8:23 AM
To: Dorothy Pierce
Cc: Griselda Godoy; Rick McDuff; Donna Moore (via Google Docs)
Subject: Re: PROPOSED ORDER AMENDMENT- DOROTHY PIERCE

The attaché ent is not a fair draft, it is a Notice of Appeal on the order.

I intend to respond to the order later today.

If it is your intent to appeal, the court accepts receipt of the notice.

Once the notice is filed with the clerk of court, please file a clicked copy with this court.

Thanks!

Gmail

Dorothy Pierce <dorothypierce84@gmail.com>

Unopposed Order Approving GEICO Settlement- Pierce Estate

Danny Singleton <dsingleton@oconeesc.com> Tue, Oct 24, 2023 at 11:38 AM
To: Donna Moore <75dmoore@gmail.com>, Dorothy Pierce <dorothypierce84@gmail.com>, Rick McDuff <rick@mjmlawsc.com>
Cc: Griselda Godoy <ggodoy@oconeesc.com>

All,

I am in receipt of an amended notice of appeal from Mrs. Pierce.

Part of the family agreement was to withdraw all appeals. This appears to be a violation of the agreement.

A hearing will be scheduled to determined what actions, if any, the court will take. Should any potential heir petition the court for the removal and placement of the current PR, please file and a hearing will be scheduled the same day.

Mrs. Pierce, if it is you intent to violate the family agreement, I believe an emergency hearing needs to take place to determine if you should immediately be removed as PR.

[Quoted text hidden]

Gmail

Dorothy Pierce <dorothypierce84@gmail.com>

Unopposed Order Approving GEICO Settlement- Pierce Estate

Dorothy Pierce <dorothypierce84@gmail.com> Tue, Oct 24, 2023 at 11:55 AM
To: Danny Singleton <dsingleton@oconeesc.com>
Cc: Donna Moore <75dmoore@gmail.com>, Rick McDuff <rick@mjmlawsc.com>, Griselda Godoy <ggodoy@oconeesc.com>

Judge Singleton,

I have no intention of violating the order but there are matters to be resolved which will make the order impossible to execute without parties violating the law. We must resolve these issues before we proceed.

With all the confusion and legality of the order, it will be impossible to withdraw my appeal to the Courts of Appeals. Without me withdrawing my appeal to the Courts of Appeals. NO ONE CAN EXECUTE THE CURRENT ORDER!!! MY APPEAL REQUIRES ME AND MY SIGNATURE.

1. The laws state that the items can only be distributed to the heirs after debts are paid. The order distributes the assets before debts are paid. This is a violation of the state law and my fiduciary duty. I signed an affidavit in front of you. The order states that assets be distributed within 30 days while the affidavit that I signed states that No asset can be distributed before debts are paid.

2. After the amended order was signed that leaves me the residue of the estate. The beneficiaries still have a claim on part of the residue(GEICO Settlement). This is a violation of the Order dated October 17, 2023. NOT BY ME BUT BY THE BENEFICIARIES.

3. My inheritance needs to be separated from Estate assets designated to pay debts. The current order does not distinguish which assets will be sold to satisfy the debts.

4. The order states that the beneficiaries must agree on the dates to pick up the items. None of the beneficiaries want to cooperate on the date.

Thank You.

Dorothy Pierce

[Quoted text hidden]

Gmail

Dorothy Pierce <dorothypierce84@gmail.com>

Unopposed Order Approving GEICO Settlement- Pierce Estate

Danny Singleton <dsingleton@oconeesc.com> Tue, Oct 24, 2023 at 12:08 PM
To: Dorothy Pierce <dorothypierce84@gmail.com>
Cc: Donna Moore <75dmoore@gmail.com>, Rick McDuff <rick@mjmlawsc.com>, Griselda Godoy <ggodoy@oconeesc.com>

Again, the appeal issue was part of the agreement. If it is your intent to appeal, you have every right to do so, however, it violates the agreement and it was stated in court that the appeals were to be removed. It was proper to remove Item 13 from the order/agreement, you indicated that was fine. Also, on the day of appointment as PR, it was reiterated to you again in which you agreed and stated that would not happen.

A hearing will be scheduled soon to determine the status of the personal representative.

It also appears that you fiancé may have picked up the wrong documents. Further, your fiancé will no longer be allowed in the probate office or lobby area. He was here with your/his child waiting on documents and he took it upon himself to interrupt a judge in the lobby while she was speaking with someone on a separate estate issue. He was offering that person legal advice on what and what not to do and even encouraged him not to listen and come outside and speak to you, that you knew all about probate and you could help him. This is illegal and giving legal advise and acting as a non-licensed attorney. For this reason, he will no longer be able to enter the probate offices and or lobby area.

Thank you!

[Quoted text hidden]

Gmail

Dorothy Pierce <dorothypierce84@gmail.com>

Unopposed Order Approving GEICO Settlement- Pierce Estate

Dorothy Pierce <dorothypierce84@gmail.com> Tue, Oct 24, 2023 at 1:25 PM
To: Rick McDuff <rick@mjmlawsc.com>
Cc: Danny Singleton <dsingleton@oconeesc.com>, Donna Moore <75dmoore@gmail.com>, Griselda Godoy <ggodoy@oconeesc.com>

Judge Singleton,

Threatening to remove me as a personal representative because I filed an appeal is retaliation and a violation of my due process rights and civil rights under the Constitution of the United States.

Everything that has been threatened in the last few hours since I filed my appeal is retaliation.

McDuff Using a protest document seeking justice to fire someone from a position is a violation of the law. A protest is a protected right. An appeal is a protected right.

https://www.justice.gov/crt/fcs/T6Manual8

https://schac.sc.gov/employment-discrimination/prohibited-practices-discrimination-types/retaliation-discrimination#:~:text=All%20of%20the%20laws%20enforced,discrimination%20on%20the%20job%2C%20because

[Quoted text hidden]

Gmail Dorothy Pierce <dorothypierce84@gmail.com>

Auction Stopped by the Court - Pierce Estate

11 messages

Dorothy Pierce <dorothypierce84@gmail.com> Thu, Nov 2, 2023 at 10:28 AM
To: Danny Singleton <dsingleton@oconeesc.com>, Rick McDuff <rick@mjmlawsc.com>, "Donna Moore (via Google Docs)" <75dmoore@gmail.com>, alan pierce <gregory4792@gmail.com>

Singleton,

I understand your office called the auctioneer and stopped the auction. You have so far violated the Order thrice.

I need an official written order removing me as PR, holding me in contempt for NO REASON, stating that the other heirs are not making claim to the Geico insurance claim, and stopping the auction. Without any written order filed with the clerk of court, it is not appropriate to start calling anyone to stop anything.

As South Carolina Rule of Civil Procedure 58(a) notes, "A judgment is effective only when so set forth and entered in the record. See 2006, South Carolina Supreme Court ruling: *Upchurch v. Upchurch*, 367 S.C. 16, 624 S.E.2d 643 (2006) which states that "an order is not valid until it is signed by the judge *and* filed with the clerk's office.

It is ordered that the other heirs can retrieve their items, and clearly, they can then sell them, yet I am now not permitted to sell the items left to me in your order, while I am the one with the debt obligation as Dorothy Pierce, not the estate.

Additionally, I am concerned that in discussion with the auctioneer, the onus of the termination of the auction was put on me. This is not correct or appropriate. If this is true, it amounts to defamation.

You have ordered me as Dorothy Pierce to pay the debts, yet you are interfering with every process of me paying that debt. Paying the debts has absolutely NOTHING to do with being PR.

Clause 13 of the agreement gives me the right to organize an auction, not as PR but as Dorothy Pierce. This was a private family agreement and your office interfering with this agreement without understanding that there are specific responsibilities that do not hinge on any official duty of the PR is a violation.

Now you have stopped the auction. How do I trust the probate court to not wait for me to pull my appeal and simply change their order?? Your lack of understanding of the Private family Agreement is detrimental in many ways.

According to the Order clause 12(a), I'm to manage the distribution of the estate assets as Dorothy Pierce.

Clause 7; states that I, Dorothy Pierce shall be responsible for employing a qualified real estate attorney to prepare the necessary quit claim deeds. Not as PR but in my individual capacity.

Your emotional connection to this case had made it difficult to proceed. I think you have to recuse yourself from the Doyle Pierce case. Your relationship with Donna Moore, Gregory Pierce and Adam Pierce date way back when you were children growing up and studying together. I understand you want to do everything possible for your friends but I'm a stakeholder in the estate and I will not allow you to continue to disrespect me in this manner. You have continued to state that this case has lasted longer than my marriage.

You never needed to interfere with the family settlement by placing your signature on a private family agreement without the consent of all parties first.

I will wait for your written order!!

Best regards,

Dorothy

Dorothy Pierce <dorothypierce84@gmail.com> Thu, Nov 2, 2023 at 10:58 AM
To: Jasonboyle03 me <jasonboyle03@gmail.com>, jboyle@jlboyleintl.com

[Quoted text hidden]

---

jboyle@jlboyleintl.com <jboyle@jlboyleintl.com> Thu, Nov 2, 2023 at 12:40 PM
To: Dorothy Pierce <dorothypierce84@gmail.com>, Jasonboyle03 me <jasonboyle03@gmail.com>

This is an amazing circumvention of the Law.

J / D

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Danny Singleton <dsingleton@oconeesc.com> Thu, Nov 2, 2023 at 2:03 PM
To: Dorothy Pierce <dorothypierce84@gmail.com>, Rick McDuff <rick@mjmlawsc.com>, "Donna Moore (via Google Docs)" <75dmoore@gmail.com>, alan pierce <gregory4792@gmail.com>

Please see the attached order for Civil Contempt for Mrs. Pierce and the removal of Mrs. Pierce as Personal Representative.

Danny Singleton, Probate Judge

Oconee County

415 S. Pine Street

Walhalla, SC 29691

864-638-4275

Past-President South Carolina Summary Court Judges' Association

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From: Dorothy Pierce <dorothypierce84@gmail.com>
Sent: Thursday, November 2, 2023 10:29 AM
To: Danny Singleton <dsingleton@oconeesc.com>; Rick McDuff <rick@mjmlawsc.com>; Donna Moore (via Google Docs) <75dmoore@gmail.com>; alan pierce <gregory4792@gmail.com>
Subject: Auction Stopped by the Court - Pierce Estate

Singleton,

[Quoted text hidden]

2 attachments

CaseImages.tif
21K

Dorothy pierce.pdf
50K

Dorothy Pierce <dorothypierce84@gmail.com> Thu, Nov 2, 2023 at 4:32 PM
To: Danny Singleton <dsingleton@oconeesc.com>
Cc: Rick McDuff <rick@mjmlawsc.com>, "Donna Moore (via Google Docs)" <75dmoore@gmail.com>, alan pierce <gregory4792@gmail.com>

I don't see the order removing me as PR. Please forward that to me.

Secondly, where is the order stopping the auction??

Best regards,,

Dorothy Pierce

[Quoted text hidden]

4 attachments

image001.png
26K

image002.png
24K

image001.png
26K

image002.png
24K

Danny Singleton <dsingleton@oconeesc.com> Thu, Nov 2, 2023 at 4:38 PM
To: Dorothy Pierce <dorothypierce84@gmail.com>
Cc: Rick McDuff <rick@mjmlawsc.com>, "Donna Moore (via Google Docs)" <75dmoore@gmail.com>, alan pierce <gregory4792@gmail.com>

You are no longer the PR, thereby, you do not have the authority to conduct the auction. There is no order needed for that. The auctioneer has been notified of the cancelation.

[Quoted text hidden]

Dorothy Pierce <dorothypierce84@gmail.com> Thu, Nov 2, 2023 at 5:08 PM
To: Danny Singleton <dsingleton@oconeesc.com>
Cc: Rick McDuff <rick@mjmlawsc.com>, "Donna Moore (via Google Docs)" <75dmoore@gmail.com>, alan pierce <gregory4792@gmail.com>

So, who will pay the debts of the estate and using whose assets???

Does this also mean none of the heirs can take their items from the estate?

The rest of the assets are mine to inherit. I hope you don't make another draconian order for anyone to sell my assets!!!

You have to cease!! You are making way too many mistakes.

[Quoted text hidden]

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4 attachments

Judge: [00:00:01] All right. Today's date is October the 11th, 2023. Probate Court of Oconee County. Here for a status conference hearing on the estate of Doyle Pierce, 2020 ES 3700532. Present, Mr. Adam Lee, Special Administrator. Mr. McDuff who is representing Greg, and you said Jerome?

McDuff: [00:00:35] Jared Adam Pierce.

Judge: [00:00:35] Jared Adam Pierce. I'm sorry. Donna Moore, pro se, and Ms. Dorothy Pierce, pro se. Is that correct, ma'am? You did have an attorney here at last hearing, and you're no longer represented by that attorney or any other attorney on this matter.

Dorothy Pierce: [00:00:52] I no longer require the representation of that attorney.

Judge: [00:00:55] Ma'am?

Pierce: [00:00:56] I no longer require the representation of that attorney.

Judge: [00:00:59] You do not have any other attorney on this matter?

Pierce: [00:01:02] No.

Judge: [00:01:04] Just to make all parties aware, I believe I did do that through email, I believe earlier this week, or sometime last week, you had contacted someone in county offices, left a voicemail, basically wanted to get video, some type of video of a particular date or a month of 2021. Is that correct?

Pierce: [00:01:25] That's right.

Judge: [00:01:25] Then I had gotten a message to give you a call and reference to that. I did make a phone call to you. Your mailbox was full. You called back. By that time, I had sent an email and included the parties in that, indicating that the video in itself is just for security purposes only. My understanding, it only goes back anywhere from two weeks to 30 days, and it's re-recorded over. There's no video what you had requested from 2021. There would not be any of that. Do you understand that?

Pierce: [00:01:58] Yes. I made further consultations. The videos that have been overwritten can always be recovered, but that is no longer in your office. It's the administrator of this.

Judge: [00:02:11] That's fine, but understand that the video, one, they have no audio, and two, it's for security purposes only, so it's generally not available to the public. Okay?

Pierce: [00:02:19] Okay.

Judge: [00:02:20] Mr. Lee, you as Special Administrator, you requested to have a

conference hearing in this matter. Is that correct?

Adam Lee: [00:02:25] That's correct.

Judge: [00:02:26] All right, sir. I'll be glad to hear from you.

Lee: [00:02:28] Yes. I'll be honest with you, when I requested the conference, it was with the intent of doing something different than what I'm unfortunately going to have to do today. I'm going to hand this up to you. I'll mail this to your court. I'll file **[unintelligible 00:02:41]** subsequent to this hearing. Given the circumstances of this case, and I'm not going to go into great detail and try to skew, Your Honor, into thinking of my reasoning behind this, but under 623-618 and 623-610, I'm going to have to resign the Special Administrator of this estate. I'm here by providing all parties that are interested in this estate. They're either here or they're here to represent through counsel of their opportunity.

[00:02:28] They say a 20-day notice is required by statute so that they can apply or petition this court to be appointed Special Administrator in my place. I would encourage them to do that in the event that they believe they can serve in that role effectively. From a legal standpoint, Your Honor, this estate is frustrating. This estate has no assets, no cash. As this court is aware, my law firm has paid taxes on behalf of this estate. For last year, those taxes will become due again at the end of this year. My law firm refuses and is not obligated to pay those again.

[00:02:28] We did those as obviously trying to move this estate along. I have informed all parties of my intent, although I'm not required to do so, I'm going to reduce and basically write off the entire bill for the **[unintelligible 00:04:14]** . Simply because, Your Honor, I don't know whether it's through the orders of this court or the appeals that Ms. Pierce has filed, the roles and responsibilities that I've had that we've been trying to accomplish have been frustrating. We've done what we can to safeguard the assets in the condition that we found them.

[00:02:28] They've sat there for quite some time under the prior court of the administration, but we have done what we can. I will say that those taxes, if not paid at the end of this year. Obviously, your Honor, you know that that property will go to tax sale. Somebody's going to have to pay them, or there will be another issue that has to be resolved. That's the basis of it. I'd be glad to answer any questions you may have.

[00:02:28] What the original intent for this hearing was to try to find a way to clarify some things from the previous order that Your Honor issued so that the parties could work together, and obviously, that could still happen without me being here as a Special Administrator, and I would hope the parties would work together to do that, but that's the premise of what I have to provide for this court, Your Honor.

Judge: [00:05:29] Good. All right. Thank you.

Lee: [00:05:30] I'll hand this up to you. I'll obviously file that as well. Upon Your

Honor appointing someone as Special Administrator, I'll obviously provide the file in its entirety to them for their review. I think everyone here really has everything contained in it, but I would be glad to provide that as well.

Judge: [00:05:57] Ms. Pierce, do you have anything you would like to add?

Pierce: [00:06:01] Yes, Your Honor.

Judge: [00:06:01] Just on this matter here with Mr. Lee offering his resignation as Special Administrator.

Pierce: [00:06:08] First of all, the appointment of Mr. Lee was illegal.

Judge: [00:06:14] That's fine. I'm not here to address that. Do you have anything to state to the court with what Mr. Lee had just added in offering his resignation as Special Administrator? To that only, do you have anything to add?

Pierce: [00:06:28] He offered his resignation and made a number of statements, including the payment of taxes and the vacancy that remains. All I can say is that there is really no need to appoint a Special Administrator because I am still--

Judge: [00:06:44] That's not what I'm asking, ma'am. Ma'am, I asked you a direct question. Mr. Lee has offered his resignation as Special Administrator. Do you have anything to add other than that? I know that he discussed taxes. Obviously, you and everyone knows in this room that taxes at some point in time will have to be paid, and if it doesn't--

Pierce: [00:07:03] I will pay the taxes.

Judge: [00:07:04] That's fine. Do you have anything else to add?

Pierce: [00:07:06] No.

Judge: [00:07:06] Thank you. Mr. McDuff, do you have anything you'd like to add?

McDuff: [00:07:08] No, Your Honor. Mr. Lee is within his right to resign.

Judge: [00:07:12] Ms. Moore, do you have anything you'd like to add, ma'am?

Donna Moore: [00:07:16] No, just thank you for your service, Mr. Lee. We do appreciate all the effort that you did put into this case.

Judge: [00:07:24] Mr. Lee, as far as the court, I came in at the end of the game on this. I'm sure it's frustrating for everyone involved. Ms. Pierce, Mr. McDuff, everyone involved. It's frustrating. I do appreciate your patience and the way that you've treated the court during this case. I will accept your resignation. Again, making it part of the record that you've been more than willing to share the file that you have if and when a new Special Administrator is appointed. I would ask that you keep up with that, but you're telling the court at this time that you will not be seeking any

compensation from this estate. Is that correct?

Lee: [00:08:03] Your Honor, I've not received any compensation. I will be seeking reimbursement of the payment.

Judge: [00:08:08] Reimbursement.

Lee: [00:08:09] Yes. I think it's roughly between $2,900 and $3,000. I will write off all other expenses and all other fees incurred.

Judge: [00:08:20] If you don't mind it, sometime in the future, if and when a new Special Administrator is appointed, if you would please provide that to the court and all parties, and if need be, we'd have a hearing at that time. If all parties don't consent. Please understand, a reimbursement is something that has already been paid for, and you're paying that back. That should be something that would be reasonable that I would think everybody could agree to. Okay?

Pierce: [00:08:45] Yes.

Judge: [00:08:46] Mr. Lee, you can be excused this time. I'll take up a few other matters with the parties, but thank you.

Lee: [00:08:53] Thank you, Your Honor.

Judge: [00:08:54] Good luck.

Lee: [00:08:55] See ya.

Judge: [00:08:58] Mr. Pierce, if you would just come back around, you have a seat behind the table, please. All right. This is just a conference. This is not a hearing. As to where we go from here, obviously, somebody has a right to petition the court, become a Special Administrator. Ms. Pierce, I am well aware that you have an appeal that went to the circuit court. It was denied at the circuit court. Now it's pending in the court of appeals. Correct?

Pierce: [00:09:29] That's right.

Judge: [00:09:31] My understanding that was on the matter of the validity of the will. A previous judge had ruled that the will was invalid. Okay?

Pierce: [00:09:39] That's right.

Judge: [00:09:40] That's mainly what that issue about. Is that correct?

Pierce: [00:09:42] That's the issues. Yes, the will was invalid, and also my position as personal representative was elected in that, so that is also an appeal.

Judge: [00:09:50] That's fine. That's why when it was ordered at that time that will was invalid or determined at that time, that that would have removed the personal

representative because that was within the will that was allegedly stated to be invalid, okay? I'm not even going to comment on those issues because that's in a higher court. Regardless of any comment I make, whatever comes down from court appeals is what I'm going to have to abide by. The last time that we were here, you have a right to file an appeal on any issue that you choose. In general, an appeal is stating that the court has done something wrong in their ruling, not that you just disagree with a ruling. It's that the court done something wrong in a ruling or in a matter of law or the interpretation of a law. An appeal is not a process just because you disagree

[00:09:50] . Anytime you have two parties or more in any action, somebody is generally going to walk away in disagreement. The last thing that we had was a simple thing was to protect the property, that's it. I put safeguards in place to ensure that you had a right to privacy just like any other person would. I thought I was very clear on that. At the time, I thought that you were in agreement in most part to most everything in there. It seems that you've got an issue with one building in which you have some of your personal property and that you don't want anybody else in that building. It was last discussed, that building needs maintenance.

[00:09:50] Things needs to be moved out of another building to make it safely into the larger building where you have personal equipment. You understand that if another Special Administrator, and if it happens to be other than you as appointed, the Special Administrator has the right to oversee the property, to protect the property. If it means putting everyone out of that property, they can do that. I don't know who is going to be the Special Administrator. Somebody's got to go petition the court for that. We've got to have a hearing. What I'm asking now, we've got everyone here on this case. Is there a way to settle this case where everybody can be in agreement?

[00:09:50] Is there any way at all? To be honest with you, in looking at the file, I believe that there's a way to settle, but I'm not so sure that you want to settle on anything. Please correct me if I'm wrong. All right, we're here just having a discussion. This is not open court. This is just a discussion for the parties to try to resolve something. Is there any way for you to resolve the case with the other parties?

Pierce: [00:12:35] Your Honor, last year in October, the parties presented to me a proposal. We negotiated everything. Then we came to a point where we were supposed to just knock out certain things like the claims. When that was knocked out, at which time?

Judge: [00:13:00] You're referring to the two claims that we had a hearing on a while back?

Pierce: [00:13:02] Yes, the claims.

Judge: [00:13:03] All right, those have been resolved.

Pierce: [00:13:04] Those were resolved. The moment the claims were resolved, through Adam Lee, sent emails to everybody. Are we ready to come back to the table to sign the agreement we had already worked for? Donna Moore is the person that rejected it. Instead started to change. We had just accommodated--

Judge: [00:13:26] Well, hold on one second. That last agreement, Mr. McDuff, do anything about that?

McDuff: [00:13:32] The one that was proposed last summer, yes, Judge. I've been tangentially aware of discussions between Ms. Moore and Ms. Pierce just by seeing text messages.

Judge: [00:13:41] All right. Hold on, let me address this because I'm trying to, this is a large file. Again, I'm coming in at the end of the game. Ma'am, I'm going to ask you not be animated. Ms. Pierce?

Pierce: [00:13:55] Yes.

Judge: [00:13:55] Do not be animated with the court. You can be frustrated all you want. Don't be animated with the court. Ms. Moore, what, if anything, I don't need to go over the whole agreement, but what, if anything, did you not agree with in that agreement? Was there anything?

Moore: [00:14:11] When she reached back out to me and we discussed that agreement again, he sent back just the itemization of what we had agreed to land-wise, physical item-wise, and or cash-wise for each person. The only thing that I had requested differently from myself was 3.9 acres that was beside the Cedar Hill Farm. That was the only additional thing I had requested.

[00:14:11] The issue with the agreement and why we could not move forward was because last year, Ms. Amalo had agreed to forego and be considered paid in full for her 50%, that, whatever she was taking in the settlement, for her PR fees and/or reimbursements that she had spent or felt she had done on the upkeep of the property, all of that would have been in the agreement. I'm taking these 30-something acres. I'm taking in the residue of the state, et cetera.

[00:14:11] Then she was going to be paid in full. Except this time, instead of adhering to that, she was requesting all of her attorney expenses, all of her reimbursements, and her 5% PR fees being paid. That is something that we will not ever agree to because that was not even in the first agreement for us to do. That's why we couldn't move forward.

Judge: [00:15:55] All right. Let me address part of that. As far as PR fees, ma'am, you were removed as PR because of the will was determined to be invalid. If the Court of Appeals overturns that and sends it back, then it's valid, then you may very well be entitled to PR fees. Then again, according to the will, if everything was left to you, then there's no sense in PR fees anyway because it'd be going to you. If it's not and if it is upheld, then you're entitled 50% and the children are entitled to divide

50%, okay?

Pierce: [00:16:36] Your Honor, the only reason I had to add all of those things because Ms. Moore came back and wanted additional 4 acres.

Judge: [00:16:45] 3.9, but then if it's correct and you countered that you want your attorney fees and all those things.

Pierce: [00:16:51] Yes, because all of the other things were considered in that Gregory Pierce is taking 16 acres of land instead of 10. Their agreement is very unproportional. She wants Gregory to take 16 acres of land. That means that she is giving Gregory nearly 6 acres of her land or 5. Then she wants additional $20,000 on top. The last time we negotiated, I was taking all the land and giving her $20,000 cash plus other things on the estate. If she wants 4 acres of land back, I need the rest of the fees spelled out because then it's not 30 acres of land that's supposed to be paid.

Judge: [00:17:32] Let me ask what you got to do, you have attorney fees that have not been paid? Have you paid all your attorney fees?

Pierce: [00:17:38] Oh, for probating the estate until the appeal time, that the attorney fees I paid, it has to be reimbursed. Your Honor, I paid taxes, I paid the mortgage, I paid a lot of things.

Judge: [00:17:48] Ma'am, I'm sorry, apparently, if you have Mr. Lee indicating that he has paid taxes through his law firm, then you have not paid all the taxes.

Pierce: [00:17:56] Your Honor, you don't know about this case. The first two years, I was the personal representative of the estate, until Judge Rice made a ruling that refrained me. I was the one paying all the taxes. I was the one meeting all the bills with my personal money.

Judge: [00:18:12] All right, and then once you were removed, did you pay taxes?

Pierce: [00:18:15] It was the taxes of last year.

Judge: [00:18:17] Who paid the taxes last time?

Pierce: [00:18:19] I was the one. You see, once I was removed, I--

Judge: [00:18:22] Why would Mr. Lee indicate that he's been paying taxes?

Pierce: [00:18:25] He paid once last year.

Judge: [00:18:26] Well that's one. That's one, that means somebody else didn't pay that one.

Pierce: [00:18:29] I was the one paying for the other years. When I was removed, I continued to act as personal representative until Judge Rice decided that she's going

to restrain me and that was illegal anyway, but I was the one meeting all the bills. I paid to court with all the bills.

Judge: [00:18:47] We're going to stop there. At this point in time, it's not been determined whether it's illegal or legal or not. It's in the Court of Appeals. That would be their job to determine what Judge Rice did in that matter. The only thing I can go is go from there and beyond. I've got no business going back changing that order. If the Court of Appeals sees fit, if they choose to overturn it, then they overturn it. If they don't, then we're right back where we're at.

[00:18:47] The only thing I'm trying to determine is if you or anyone else is willing to go back to that original agreement because in the end, if the will is determined through the Court of Appeals to be invalid, I'm not going to argue this case much longer. If I have to, every bit of it will be sold and divided. It's simple. If you're not wanting to update and maintain the property, that was the authority of the Special Administrator. He had the authority to do that.

Pierce: [00:19:44] I was doing it.

Judge: [00:19:45] Ma'am?

Pierce: [00:19:46] I was doing it.

Judge: [00:19:47] You had an issue with allowing others to do it if you didn't have the means. The law office was either-- they were going to attempt to put proceeds into it to build up the value of the property through the Special Administrator.

Pierce: [00:20:00] You don't know, you've been talking about new things that never happened.

Judge: [00:20:04] No, ma'am. I'm talking about the last hearing that we had, trying to settle it, to have an agreement to where everyone could have access to the property because everyone is losing, every day that goes by, if the property's deteriorating, everybody's losing, including you.

Pierce: [00:20:21] Do how that happened? When Jack Rice last year restrained me, then put Adam Lee-- Adam Lee lives in Granville.

Judge: [00:20:30] Where do you live at?

Pierce: [00:20:32] I live here in a **[unintelligible 00:20:33]** .

Judge: [00:20:34] Do you also have a home in Granville?

Pierce: [00:20:36] I am now not having any home in Granville anymore.

Judge: [00:20:39] You don't?

Pierce: [00:20:39] No. I am fully on the estate.

Judge: [00:20:42] All right. What you're telling me today is that you're not willing to settle anything, is that correct?

Pierce: [00:20:50] I am willing to go back to the original agreement that we worked on last October.

Judge: [00:20:54] Hold on.

Moore: [00:20:54] Your Honor, may I?

Judge: [00:20:56] Give me just one moment. Mr. Duff, as far as your clients, are they in agreement to go back to the original agreement?

McDuff: [00:21:06] You're in agreement with the original agreement? Word for word of the original?

Pierce: [00:21:12] Yes. **[unintelligible 00:21:12]**

Moore: [00:21:14] This was still, this is what I sent her the other week when she was going back and forth with the asset distribution.

McDuff: [00:21:21] Judge, if I may interject just for clarity purposes, and I'll wait until Ms. Moore is--

Judge: [00:21:27] Ms. Moore, if you don't mind, just wait just a moment. I promise. No, I'm going to hear from you, but let's go back to the original agreement and find where the wheels fell off of that.

McDuff: [00:21:38] I think we need to look at, we had an agreement that we were close and it fell apart over the order of payment of the creditor claims because our position was we can't entrust Ms. Pierce with distribution of assets and to pay off the creditor claims because creditor claims had to be paid off before any assets were distributed. Now those have been disallowed, those creditor claims. That's no longer a stumbling block. Either one of two things need to happen.

[00:21:38] We need to get an agreement or a new Special Administrator needs to be appointed in this case to oversee and protect the assets. I know Ms. Pierce references the legal order by Judge Rice. That order appointing a Special Administrator was based upon the evidence that was presented including delinquency in mortgage payment, delinquency in payment of real property taxes, and other issues that were at stand at that time.

Judge: [00:22:34] Ma'am, I've asked you not to be animated.

McDuff: [00:22:37] That was an order that could have been appealed but was never appealed by Ms. Pierce. That stands. That's overdone with that order. The only issue before the Court of Appeals aside this thing on your recent order is the validity of the will and her removal as PR. One or two, this is worth the decision tree time in this

case. Either we settle or we get a new Special Administrator and then I think the Special Administrator statute provides what the Special Administrator can do.

[00:22:37] You're right, they can bar everybody from the property, he or she can bar everybody from the property. I'm going to try to get my folks, I don't determine what Ms. Moore does, but I think it's in everybody's best interest we resolve this matter because the estate is going to be, the personal property is worth zero now basically out there. There's scrap and things that can be sold but where are you now on the old agreement?

Gregory: [00:23:30] I don't even really recall.

Moore: [00:23:38] That was what I was trying to refresh you.

Judge: [00:23:40] Ms. Moore, I understand you and I promise you I'm not excluding you, I'm just trying to make sure that we're getting to a point that if we can get back to the original agreement, we will do that but I don't want to get into text messages back and forth.

Moore: [00:23:56] It's not a text message, sir, I just don't have this printed. That was my-- [crosstalk]

Judge: [00:23:59] What is it that you would like to share with the court?

Moore: [00:24:03] This is--

McDuff: [00:24:04] Why don't you tell the court what the terms were, that would be easier if I may.

McDuff: [00:24:08] That's fine. Tell the court in open court what the terms were of the proposed settlement agreement from last year.

Judge: [00:24:15] From last year, not from two weeks ago.

Moore: [00:24:19] We didn't have an agreement two weeks ago. I don't have the whole thing on here but the terms of the agreement was all parties agree that appellate Dorothy Pierce withdraw the probate litigation appeal in the South Carolina Court of Appeals within 30 days of signing the settlement agreement. Estate debts. Dorothy Pierce will meet the following verified debts at the estate. All established verified estate debts including but not limited to funeral home $10,599.20.

[00:24:19] Special Administrator fees and mortgage reimbursement to Donna Moore $13,120.36. B, all personal expenses owed to Dorothy Pierce by the estate will be considered paid in full once this agreement is signed. Cash payment to beneficiaries. Any beneficiary is to be paid cash as part of the estate settlement will receive payment within 90 days of the signing of the settlement agreement. All cash payments will be made after the auction sale.

[00:24:19] Because at the time, she was intending to have an auction that was to sell islands. Personal representative. All parties agree and acknowledge for all of the above to be executed that Dorothy Pierce must be unrestrained by the probate court as the personal representative upon signing of the agreement. Now that was a stumbling block because we wanted Adam Lee to be that person to oversee obviously paying of the debts and asset distribution.

[00:24:19] The removal of items distributed to beneficiaries. They're required to remove their items within 30 days of signing the agreement. Items not removed will be considered abandoned and forfeited. We went on with the land boundary opening. She wanted Gregory Pierce to bear the cost of opening the boundary of 16.11 acres of land using a surveyor within 60 days of this agreement. That would be to separate her property from his.

[00:24:19] That Dorothy Pierce would be present when that occurred. Removal of items not distributed to an heir but owned by a beneficiary. All beneficiaries are to remove items owned within the stipulated time frame. Adam Pierce is to remove the damaged trailer. Donna Moore, Gregory Pierce, and Dorothy will assist in the process since the heir is not in the country. We would use equipment from the farm. Again, this was last year when we were trying our best to get a settlement. We were trying to offer up things. Samantha Lee who is living on the mobile home, that would be Dorothy's upon the settlement. Just talked about that she would vacate the trailer.

[00:24:19] Trash disposal. Just that it would give us the option to obtain any items that she intends to give away for free or haul away to the trash or landfill after the auction. It would be strictly subject to the relationship to the parties. That she reserves the right to dump them without notifying us. The right to notification of an auction. Again, it was if she wanted to let us know. Legal fees. All parties will bear their own individual attorney fees and expenses beginning 9-2020 forward.

[00:24:19] The asset distribution. Again, we were giving far more than 50% to her. It was Gregory Allen was going to be 16.11 acres on the Cedar Hill farm. The F350 1974 truck that he was in possession of prior to my father's death. Simmons Road which is also on the Cedar Hill is 0.04 acres. Belaris tractor that is beside the silver shed. Four cattle body pieces. Two old acetylene torches. An old electric welder. An old small wood heater. A red toolbox that had been my father's in his early years of construction.

[00:24:19] Jared Adam was to receive 8.86 acres of land. Two guitars with amps and 20 guns with their ammunition. Donna Moore was to get $20,000. The 1953 Jubilee with its bush hog, cutaway hares, scaffire, disc plow. The small backhoe if it's on the property. It was just not sure if it was still there or not. That was the 50% between us three that we were taking for our part. Dorothy would remain with 33.36 acres of land. The wood lot, 7, 8, 10, and 15. Plus an additional 1.66 acre road into those lots. That in itself equals about 4 acres. Three-bedroom brick home on 750 Moorland Dove Lane. 3,200 square feet warehouse on 708, the trailer that was on Morning Dub Lane. Two small guns with their ammunition and all the contents and

residue left of 750 Morning Dub Lane that was not taken by the beneficiaries.

Judge: [00:30:17] Let me ask today, are you still in agreement with that original agreement?

Moore: [00:30:22] The only difference I had requested was it was 3.3 and and a 0.6 acre besides-- [crosstalk] That was all.

Judge: [00:30:34] Let me ask you this. Would you consider going back to the original agreement? You got a right to tell me no. Everybody's got a right to tell me no. Would you agree to go back to the original agreement that everybody agreed on? Because one thing, now, the attorney Mr. Lee, has agreed that he's not going to charge any fees. He's just going to get reimbursed for his cost only. What I'm telling you, everybody, if the will is determined invalid by the court of appeals, everybody's going to lose. Because I'm not going to argue over property. I'll just order it to be sold and divided. We're not going to argue.

[00:30:34] Now, today is the day. If everybody wants to agree to something, let's get it done. Let's get it over with. I promise you, no way I might be making no threat, but for each one of you all for the attorneys, don't think everybody's doing it. If, ma'am, you go back and you get you another attorney, would you have a right to do that at any point in time? Everybody's just collecting billable hours or more time into it more stress, more aggravation. All right, would everybody just agree to go back to the original agreement? That's just a yes or no.

Moore: [00:31:42] I had requested the 3.9 acres.

Judge: [00:31:45] You're not going to go back to the original agreement?

Moore: [00:31:47] That was the only addition I wanted.

Judge: [00:31:49] That's my question. What you're saying you're not going to go back to original agreement.

Judge: [00:31:55] Again, when we discussed it, she wasn't going with the original agreement.

Judge: [00:32:01] Well, hold on.

Pierce: [00:32:03] I am willing to go back with the original fees.

Moore: [00:32:06] Take no fees.

Pierce: [00:32:08] And take no fees if you're willing to go back to the original the way it was. I sent the judge a copy of it, and then we will end everything.

Judge: [00:32:16] Today, I'm telling you, again, the court is not in the business making threats. Then I don't want to be no more in your personal lives than I need to

be. Probate court is supposed to be the people's court. We're supposed to work with people. That's what we're trying to do. When you got three different groups that's not going to work together, then the court's good. That's what the court's for. When somebody is not in agreement and the court decides, what's the easiest thing for the court to do, if we'll come back and it's invalid, I'm not going to argue in bits and pieces.

[00:32:16] I'm just going to order it to be sold and just give everybody the money. The thing about it, the value that you have now may be worth more than when it's sold by the time it's divided up, because by the time it takes to either improve and get the property sold, you don't know what's going to happen with the market. I don't think the market is going to go up anymore. We're in a bad economy now. It's going to start going down. The longer everybody waits and being able to get sold, then everybody's going to lose. If that's what happens. I'm no financial guru by no means. You check my bank account. I can prove that. All right?

[00:32:16] What I'm telling you, I'm not that much of a dummy that we're in a bubble. It's about to bust. When it does that, everything's going to fall. I'm not going to argue about tractors, trailers, trucks, farm equipment. If you all go back to the original agreement, if everybody agreed to, it could be settled today. Ms. Pierce, you're telling me you're willing to go back to the original agreement [crosstalk] and you're not trying to go all this other stuff seeking your attorney fees? Mr. Pierce here, he has attorney fees. His brothers have them. Ms. Moore has a lot of time brought into.

[00:32:16] At the end of day, a man died. At the end of the day, he died. He's no longer here. He left his earthly belongings here. Whether y'all can agree with it or not, it's going to either go to somebody or it's going to rust, or it's going to just fall apart. All right? If you want to recoup anything, today is the day to do it. Ms. Pierce, you're in agreement to go back to it? Mr. **[00:34:30]** , you're in agreement to go back to it, is that correct?

Gregory: [00:34:31] No, it's not in its entirety.

Judge: [00:34:32] What is not in its entirety?

Gregory: [00:34:34] The addition to the three points. Every time we tried to make an agreement, it wound up being just a ruse all the way up to the last order. You made me out there cleaning, doing exactly what I said I'd do, and all of a sudden, that gate locked back for whatever reason, just like that. Now, the addition to the extra three acres of land, my grandpa, my mom and dad bought X amount of property there where it sits. That other belonged to my grandpa, belonged to my uncle. It's been there for several generations.

[00:34:34] [crosstalk]

Judge: [00:35:14] Let me ask you, how many acres is that you're in question? 3.1-

Moore: [00:35:17] [unintelligible 00:35:17] Separate deeds. 3.3 and 0.6. it's 3.9

acres.

Judge: [00:35:22] 3.9. All right. We're almost there. We're arguing about 3.9 acres. How many acres? Say the acreage that you have plus the home. Ms. Pierce, the acreage plus the home that you're receiving. How much acreage will you have with the home? That's including the 3.9. Looking at the original agreement, including the 3.9, how much acreage would you have with the home.

Pierce: [00:35:52] Including the three? I think maybe 33.

Judge: [00:35:55] 33.

Pierce: [00:35:56] 0.4, maybe 35.

McDuff: [00:35:59] The 33.36. Then it's around approximately four acres. That is the wood slots and that road--

Pierce: [00:36:09] Road is a liability. You don't include a road.

Moore: [00:36:14] It's property. **[unintelligible 00:36:19]** Acres. Is property.

Judge: [00:36:24] The 3.9 acres that you're talking about, where is it located on the property?

Moore: [00:36:29] It is in the middle of a wetland. That's pretty much just good for hunting. It's in bottom land.

Judge: [00:36:36] You said it's in the middle, but it's not in the middle of the whole. Is it on the corner of the side of the total, on the backside.

Moore: [00:36:43] On backside. You have Cedar Hill Farm.

Judge: [00:36:46] Is there access to that piece of property?

Moore: [00:36:49] Yes.

Judge: [00:36:50] All right, so there is an easement.

McDuff: [00:36:52] From Radio station Road, from Cedar Hill. Farm Road.

Judge: [00:36:57] That 3.9 acres butts up to a roadway.

Gregory: [00:37:01] It would not be landlocked.

Judge: [00:37:02] It would not be landlocked. All right.

Pierce: [00:37:04] Your honor, the total acreage of the land is 62. Out of 62, I get half of it, they get half of it.

McDuff: [00:37:17] It's not that easy, Judge, because there are different values for the--

Judge: [00:37:20] There are different values. Hold on, Ms. Pierce, you're getting the home, which has a lot more value than the land.

Pierce: [00:37:29] I have expenses. Your honor, the only reason they're giving me that home is because of my expenses. I brought my expense. Maybe let's go through the expenses.

Moore: [00:37:39] Diamond. **[unintelligible 00:37:40]** .

Judge: [00:37:42] Hold on.

Pierce: [00:37:43] Because of my expenses?

Judge: [00:37:44] All right, we're hung up. Over 3.9 acres. You're going to have 30-something. They're going to share 30-something, plus you get the home. You get the large building that has.

Judge: [00:37:53] The problem is that Donna wants additional $20,000. That means she was the--

[00:37:53] [00:37:58]

Moore: That was not additional. [crosstalk]

Pierce: [00:38:00] Original agreement would give you cash instead of land. Now, you want more land on top of cash--

[00:38:00] [00:38:08]

Moore: Because we're still giving. You so much more. [crosstalk]

Judge: [00:38:13] All right, stop. You all communicate with me, okay? Just stop. You're getting 20,000 to begin with. I'm going to ask maybe once, twice more, and then we're going to be done. I've got other things to do, Mr. McDuff, I'm sure you folks have other things to do. Today's the day to settle. I'm telling you, if it don't get worked out, we'll come back, and if it's invalid from the court of appeals, the property is going to be sold. I'm not arguing over all this stuff, okay? It will be sold. All right.

McDuff: [00:38:46] Judge, the other thing I have to add that we haven't addressed yet is that kind of the thing, the domino that must fall is that appeals got to get dismissed and we deal with an intestate estate. If we don't hit that point, the will makes specific devices to three minor children in Uganda, cash payment devices. The court is going to be faced with now, to protect their interests, appointing guardians for each one of those children.

[00:38:46] If we continue to contest this will and go back and forth, I don't think the

court's going to have any choice but to appoint guardians for these three children because they're named in the will. The first domino that's got to fall is this appeal. We got to get past that to be able to divide the estate up. I can't tell these folks what to do. I'm just telling them that that's going to be an added layer of expense to the estate and who's going to pay for it.

Judge: [00:39:47] That's part of my issue in that if it's settled today, going back to original agreement, as you stated before, an original agreement, that you would drop your appeal. All right? I'm not going to force you to drop an appeal.

Moore: [00:39:59] I will drive my truck with the original agreement.

Judge: [00:40:02] Now we're arguing over 3.9 acres?

Pierce: [00:40:06] Yes. The reason I was giving Donna all the money-

Gregory: [00:40:09] This land that and I my brother would be taking part of, is all witnessed, not because I said so, because it marked on the plan that we get flat bottom land right up again Conrell Creek. Conrell Creek **[unintelligible 00:40:26]** the property line, runs all the way down to the **[unintelligible 00:40:30]** plan. **[unintelligible 00:40:32]** it backs up again William Pierce.

Judge: [00:40:36] Ms. Pierce, how long was you married to Mr. Pierce?

Pierce: [00:40:39] Two years, eight months.

Judge: [00:40:41] Two years, eight months?

Pierce: [00:40:42] Yes.

Judge: [00:40:44] Love's love. Don't matter how long you married or whatever, but at the end of the day, two years, this has drag out longer than you've been married to him? Correct?

Pierce: [00:40:59] That's right.

Judge: [00:40:59] Today it can get settled over 3.9 acres of land, over 3.9 and everybody else has gotten 30 plus acres with the exception of Ms. Moore. If the will is determined to be invalid and say if the property is sold, Ms. Moore's going to get much more than $20,000 and 3.9 acres. She's going to get a percentage-

Pierce: [00:41:28] Greg is going to get less.

Judge: [00:41:30] Ma'am?

Pierce: [00:41:30] Greg is going to get less. Right now Greg is getting 16 acres of land.

Judge: [00:41:34] There again, it doesn't matter. It's going to be divided, 50, and

then the other 3 is going to divide 50%.

Moore: [00:41:43] Even if 25 and if I took 3.9, that's still only 28.9 acres, and that's not even in prime land, that's more in bottom wet lands.

Gregory: [00:41:53] That's the reason description, giving you the description.

Judge: [00:41:56] Let me ask you, 3.9 acres.

Gregory: [00:42:02] Where the home sits, sir, it backs up against housing developments. It is prime property five minutes from any school, six minutes from **[unintelligible 00:42:11]**

Pierce: [00:42:12] Really? You have the prime land in front of the river.

Gregory: [00:42:17] You can't even pass a park test. I can't get them to construct something, but my daddy would. You can't pass a park test on bottom land. **[unintelligible 00:42:26]** I'm taking bottom land along with my grandfather. My brother and I-

Pierce: [00:42:30] Let Donna take $10,000 and the 3.9 acres of land instead of $20,000, $10,000.

McDuff: [00:42:37] You get, the other thing just to make sure we're clear and I'm not your attorney, but your first off the top, **[unintelligible 00:42:43]** you paid off the mortgage that was in default.

Moore: [00:42:45] That is correct.

Pierce: [00:42:46] She gets that separate.

Judge: [00:42:48] If that's the case, she's wanting $20,000, $13,000 of it comes off of that because that would have been a debt.

Moore: [00:42:56] The $20,000's an addition of the 13%, right?

Judge: [00:42:59] $20,000's an addition of 13.

Moore: [00:42:59] The only thing I'm asking for is that you believe and $20,000 and 3.9, say $20,000 in land. Maybe you're looking at $45,000 in value from proportion.

Pierce: [00:43:15] Let's go back to Greg's land, let Greg then get 11 acres of land, the way it should be according to inner state, this 30 acres of land.

McDuff: [00:43:27] Again, we're good. The problem is the relative value.

Judge: [00:43:29] The relative value becomes the value of the home. That's not fair to him. Now it's the issue that he was in agreement with the original agreement. Now it's the issue with you and Ms. Moore.

Pierce: [00:43:40] He's not in agreement with the original agreement.

Interviewer: [00:43:43] No, because he wants his sister to have 3.9 acres.

Pierce: [00:43:47] He's getting way more acres than he's supposed to get. How about he gets less?

Interviewer: [00:43:53] If it's wetland, it's wetland.

Moore: [00:43:52] You're still taking way less than 50% of the property.

Pierce: [00:43:55] Let's agree, you get $10,000 instead of $20,000. That's all I'm willing to do. If you're not willing, I'm done. Ms. Moore, I'm done. I have a lot of expenses into this. The estate doesn't have money, Your Honor. The estate I have to sell things, part of my share and pay all of these taxes, including two years of me spending on the estate and then selling more things and giving Donna?

Judge: [00:44:19] If you all could have come to agreement two years ago, we wouldn't be sitting here arguing today. That's everybody.

Pierce: [00:44:27] You take $10,000 and you take your 3 acres of land. That is the best I'm willing to do. If you don't, you can't get everything you want, Ms. Moore. You are entitled to 31 acres of land, the three of you, and no one is entitled to money.

Judge: [00:44:39] Let me add, the 3.9 acres, what will be your intent with that land?

Moore: [00:44:44] I want to keep that land in the family and I want to be able to use it for **[unintelligible 00:44:48]** land.

Judge: [00:44:51] Could be any way to reduce it to 3 acres?

McDuff: [00:44:54] No, it's two separate each.

Judge: [00:44:56] I want to ask one more time then I'm done. Do you want to agree to anything at all?

Pierce: [00:45:02] Not to $20,000 and 4 acres of land.

Judge: [00:45:05] We're done. I'll wait till I get a petition.

Pierce: [00:45:07] You can have $10,000 and 3.9 acres of land.

Judge: [00:45:11] Each of you understand, you're willing to lose and not be able to get what you're actually wanting to get if nobody can come to an agreement?

Pierce: [00:45:23] Sure. I've done my part. If they don't want to settle, I'm going to wait for the appeal. I am going to continue to do my job on the estate like I have always done. When time comes, I'll get out.

Judge: [00:45:38] Mr. **[unintelligible 00:45:36]** do you have anything else?

McDuff: [00:45:38] I have nothing further, judge.

Moore: [00:45:38] How do I need to petition first?

Judge: [00:45:41] You go get seek advice with an attorney. All right.

Gregory: [00:45:47] [inaudible 00:45:47]

[00:45:53] [END OF AUDIO]

[00:00:00] McDuff: Maybe you can bring your phone up where you could pick it up on.

[00:00:02] Ms. Moore: Yes. Hold on one second. Okay?

[00:00:04] McDuff: If I may indulge the court.

[00:00:05] Judge: That's fine. Today's date is October 11th, 2023. Again, continuing with the estate of Doyle Pierce. Time now is 11:20. I've been informed by each party there's an agreement, Mr. Duff?

[00:00:19] McDuff: Yes, judge. This is based upon what the parties articulate in terms of the terms of settlement between Ms. Pierce, the surviving widow of Doyle P. Pierce, and the three adult children of the estate. As to division, we intend for this to be a binding settlement upon the parties, enforceable by subsequent order of the court, pursuant to Rule 43K at the South Carolina Rules of Civil Procedure.

[00:00:46] Judge: Okay. All right. Now, sir, tell me your name for the record, please.

[00:00:52] Jared Pierce: My name is Jared Adam Pierce.

[00:00:55] Judge: All right. Mr. Pierce, the original agreement you were informed of it, certain acreage, weapons, ammunition, and things of that sort. Today, you're telling the court that you are still in agreement with that. Is that correct?

[00:01:08] Jared Pierce: Yes, Sir. I'm in agreement with that. Yes, sir.

[00:01:10] Judge: All right, sir. The court's going to accept that. I know that you are at work. We'll let you. If you want to remain and listen, you can. If you need to go, at least your portion, provided that the agreement goes through and we get it all on the record today, then that will be your agreement. Then sometime in the near future, those items will be transferred to you, provided that the agreement is followed through, which the agreement will--

[00:01:33] Jared Pierce: Yes. I understand.

[00:01:34] Judge: Today, once the agreement is signed, it would be binding. Do you understand that?

[00:01:38] Jared Pierce: Yes, I do understand that.

[00:01:40] Judge: Then the agreement, apparently, you would be mailed an agreement for you to be able to sign and return within a certain amount of time. Would you be able to do that?

[00:01:49] Jared Pierce: Yes.

[00:01:49] Judge: All right. Thank you.

[00:01:52] Jared Pierce: Thank you, sir.

[00:01:52] Ms. Moore: Thanks, Adam.

[00:01:54] Judge: All right. Mr. McDuff, you believe that satisfies the record that he is in agreement?

[00:02:00] McDuff: I do, judge. I believe so.

[00:02:00] Judge: All right. Who would like to propose what's going to be agreed to?

[00:02:05] McDuff: Well, I think what we need to talk about, if I can propose to some orderly process here, break it down by beneficiary, and first start with the children. Gregory Allen Pierce to receive-- How many acres is it, Donna?

[00:02:20] Ms. Moore: Let me pull it back, sir.

[00:02:27] Ms. Pierce: The judge has it. Last page.

[00:02:33] Judge: You're more familiar with this. I've got a copy of the grievance.

[00:02:36] McDuff: If you can have it, I'll read it in the record.

[00:02:37] Judge: Yes, ma'am.

[00:02:38] McDuff: Thank you, Judge.

[00:02:39] Ms. Moore: [unintelligible 00:02:39] back up here.

[00:02:41] Ms. Pierce: We corrected some things. You'll take that.

[00:02:42] McDuff: Gregory Allen Pierce to receive the following. 16.07 acres of land, which is a part of Cedar Hill Farm, a Ford F350 truck, year 1970.

[00:03:07] Ms. Moore: A Ford?

[00:03:08] Judge: F350 is a Ford?

[00:03:11] McDuff: Yes. 0.04 acres on Simmons Road.

[00:03:19] Ms. Moore: It's called Simmons. That's that upper road that leads in onto Cedar Hill.

[00:03:26] McDuff: All right. A Belarus tractor, which is beside the silver shed. Four **[unintelligible 00:03:36]** body pieces, two old acetylene torches. An old electric welder.

[00:03:57] Judge: All right.

[00:03:58] McDuff: An old, small wood heater and a red toolbox.

[00:04:08] Judge: Is it with contents?

[00:04:10] McDuff: With contents.

[00:04:13] Judge: That's fine. That means that the content's not going to be taken out of the red toolbox until you receive it.

[00:04:21] McDuff: Thank you.

[00:04:22] Judge: All right.

[00:04:23] McDuff: All right. Now, for Jared Adam Pierce, to which he's already expressed his assent, would be 8.86 acres of land, which is a part of Cedar Hill Farm. Just for the record, I believe all these things were aggregated as a part of a larger parcel of property, but by separate deeds and conveyances, which these can be readily identified. In addition to the 8.86 acres of land, two guitars and amplifiers. 20 guns. I think they're long guns and pistols, if I recall.

[00:05:08] Ms. Moore: It's a multiple.

[00:05:09] McDuff: With ammunition. Do y'all have a list of those guns by make, caliber, and things like that?

[00:05:20] Ms. Moore: No. I don't [crosstalk].

[00:05:20] Judge: It should have been in an inventory.

[00:05:22] McDuff: It should have been.

[00:05:23] Ms. Moore: I don't know that they get [crosstalk].

[00:05:24] Ms. Pierce: We didn't list them by gun.

[00:05:26] Ms. Moore: Yes. I don't think we ever listed the make and model by--

[00:05:29] Judge: Just work it out. Work it out.

[00:05:31] Ms. Moore: It's really all the guns. Except I'm going to keep to small [crosstalk].

[00:05:35] Judge: Work it out.

[00:05:36] McDuff: We'll address that here in this. All right, so that's everything for Jared Adam Pierce. Now, for Donna Carol Moore, the daughter of the decedent.

[00:05:47] Ms. Pierce: They've made changes there.

[00:05:48] McDuff: Yes. They've made changes there. First, she will be reimbursed, was it $13,000? What's the amount?

[00:05:54] Ms. Moore: It was $13,120.36.

[00:05:59] McDuff: For pay off of the Oconee Federal. Would that the Blue Ridge Bank mortgage?

[00:06:02] Ms. Moore: That's correct.

[00:06:03] Judge: $13,000 what?

[00:06:04] Ms. Moore: $120.36.

[00:06:08] Judge: You're in agreement with that?

[00:06:10] Ms. Pierce: Yes.

[00:06:10] McDuff: That payment is to be made by Ms. Pierce, too. Is that payment being made directly by you, Ms. Pierce?

[00:06:16] Ms. Pierce: No, from the estate auction.

[00:06:19] McDuff: From the estate auction.

[00:06:20] Ms. Pierce: Yes. That's what we agreed upon.

[00:06:21] McDuff: Okay. From--

[00:06:22] Ms. Pierce: From the items I am inheriting.

[00:06:24] McDuff: From your items, you'll sell and satisfy. How much time do you want to have to provide that?

[00:06:30] Ms. Pierce: Well, I wanted to have at least 60 days.

[00:06:33] McDuff: Within 60 days?

[00:06:34] Ms. Pierce: Yes

[00:06:38] McDuff: All right. Then next would be $10,000 in cash.

[00:06:42] Ms. Moore: Yes.

[00:06:43] McDuff: An additional $10,000 payable also within 60 days?

[00:06:46] Ms. Pierce: That's right.

[00:06:51] McDuff: From Ms. Pierce to Ms. Moore. A 1953 Jubilee Ford Tractor with

Bush Hog. Cutaway heroes, **[unintelligible 00:07:18]**, a disc plow-

[00:07:25] Judge: All right.

[00:07:26] McDuff: -and a small backhoe. To distinguish it, it' s different from the bigger backhoe that is used with a Ford 3236 tractor.

[00:07:41] Ms. Moore: Yes, it's small.

[00:07:41] Judge: There are two backhoes, and it's the smaller one.

[00:07:43] Ms. Moore: It's the smaller one. Yes, sir.

[00:07:44] McDuff: All right.

[00:07:45] Judge: All right.

[00:07:46] Ms. Pierce: Then here is the 33-point-something acres.

[00:07:50] McDuff: Then 3.9 acres, which is bottom lands, which is also part of Cedar Hill Farm, correct? Is that--

[00:07:56] Ms. Moore: Oh, no, it's not part of Cedar Hill, but it's two separate deeds.

[00:07:59] McDuff: Adjacent to it.

[00:08:01] Ms. Moore: Yes, it's adjacent to it.

[00:08:02] Speaker 6: Rock B side

[00:08:03] Judge: All right, that's fine. Ms. Pierce, you're in agreement with the separate, different 3.9 acres that she was talking about. You're basically just switching the plot, is that correct?

[00:08:13] Ms. Pierce: Yes. It's 3.3 and then--

[00:08:17] Ms. Moore: A 0.6.

[00:08:17] Ms. Pierce: Then a 0.6.

[00:08:19] Judge: A 3.3-acre parcel and a 0.6-acre parcel, which are adjacent to Cedar Hill Farm. Again, I think they're readily identifiable by way of prior conveyances and deeds.

[00:08:30] Ms. Moore: Yes, sir.

[00:08:31] Judge: All right.

[00:08:32] Ms. Pierce: I wanted to clarify something. The 16 acres that Greg is

receiving, I did my research, that is not specified as Cedar Hill.

[00:08:43] McDuff: Well, on Exhibit A, it says 16.078.

[00:08:45] Ms. Pierce: Can we just fix that because it doesn't specify as Cedar Hill anyway?

[00:08:49] Ms. Moore: Because originally, the 8.86 and the 16.07 and the 0.04 that was the Simmons Road, that was originally one parcel that he had put together that created 25.1 and all of that was considered Cedar Hill Farm. He bought it from Mildred Pierce, and then he bought the other from David Pierce.

[00:09:13] Ms. Pierce: Cedar Hill only has 743 and then 705.

[00:09:19] Ms. Moore: That was on the surveys you did.

[00:09:22] Ms. Pierce: No. Oreviously. On the previous [crosstalk]

[00:09:24] Judge: All right, let's see. I want to make sure we're not going backwards.

[00:09:28] Ms. Moore: I follow [crosstalk]

[00:09:28] Judge: You've listed the 3.9. It is 3.3 plus 6 acres.

[00:09:34] McDuff: Point 6 acres.

[00:09:34] Judge: Now you're talking about the 16 acres.

[00:09:37] McDuff: That covers everything for Ms. Moore.

[00:09:40] Ms. Pierce: Yes.

[00:09:40] McDuff: All right.

[00:09:41] Judge: All right.

[00:09:42] McDuff: Now, for Ms. Pierce, the following items. The three-bedroom brick home located at 750 Morning Dub Lane. Land measuring approximately 33.36 acres of land from the main farm.

[00:10:01] Ms. Pierce: That's now going to be 29.

[00:10:03] Ms. Moore: Yes, that'll be less now.

[00:10:04] McDuff: It'll be less now.

[00:10:05] Ms. Moore: Yes.

[00:10:05] Ms. Pierce: Yes.

[00:10:06] McDuff: It's going to be 33.36 minus 3.9 acres.

[00:10:14] Judge: I'll go ahead and figure that out.

[00:10:15] Ms. Moore: 29.46.

[00:10:17] Judge: 29.46.

[00:10:18] McDuff: .46 acres for the main farm. All right. Then wood slots numbers 7, 8, 10 and 15 on Oak Ridge Road.

[00:10:32] ?Ms. Moore: Could you repeat those again?

[00:10:34] McDuff: Yes. 7, 8, 10 and 15. Then 1.66 acres of Oak Ridge Road. I think that's all roadway.

[00:10:47] Ms. Moore: It is. It's roadway that leads into the lots.

[00:10:50] McDuff: The road right of way.

[00:10:51] Ms. Moore: Yes.

[00:10:53] McDuff: All right.

[00:10:53] Ms. Pierce: That [crosstalk] be a 3-point-something acres, or it also leads to part of my land.

[00:10:58] Ms. Moore: What?

[00:10:58] Ms. Pierce: The road. Does it lead to your 3.9 acres or it leads to part of mine too?

[00:11:06] Ms. Moore: I would have to look, actually, to see where lot 15-- Lot 15 backs up to that land. I don't know exactly where the cutoff is in there. Without a survey, I wouldn't know exactly where the cutoff is.

[00:11:26] McDuff: Is there an issue about road right of way access to one of these lots?

[00:11:28] Ms. Pierce: Yes. I think there's a possibility that Ms. Moore's 3-point-something acres blocks me completely from accessing the property from that road.

[00:11:40] Judge: Why don't we make an exclusion that each separate piece of property must have an easement. That way, everybody can have access to their own property. My understanding, it's there, but if it's not, then easement's going to have to be provided.

[00:11:54] Ms. Moore: Yes, that's fine with me.

[00:11:56] McDuff: There won't be any landlocked parcels of property. Any party by implication will grant an ingress egress easement.

[00:12:04] Judge: By the most direct route to the nearest roadway.

[00:12:07] McDuff: Yes.

[00:12:08] Judge: That way, it's not infringing on anybody else's property. You can't claim I'm going to come up on this upper 40 and come straight across this way. It has to be to the nearest roadway.

[00:12:18] McDuff: Least intrusive access to the nearest roadway.

[00:12:22] Judge: Correct. You can keep that copy. I've got mine in email if you need to make any notes on it. Everybody's in agreement to that.

[00:12:29] McDuff: Yes. Next is the 3,200 square foot warehouse with an address of 708 Morning Dove Lane.

[00:12:42] Judge: 708?

[00:12:43] McDuff: Yes.

[00:12:44] Judge: I'm sorry, what's the street?

[00:12:45] McDuff: Morning Dove Lane.

[00:12:46] Judge: Morning Dove Lane.

[00:12:48] Ms. Moore: Morning like sadness.

[00:12:52] Judge: All right.

[00:12:54] McDuff: The mobile home located at 745 Morning Dove Lane.

[silence]

[00:13:06] Judge: Okay.

[00:13:08] McDuff: Next is for Ms. Pierce. It says, two small guns with ammunition. Do you know what caliber and make those are?

[00:13:15] Ms. Pierce: Yes, they're only two small guns anyway.

[00:13:17] McDuff: The handguns?

[00:13:18] Ms. Pierce: Yes. There are only two.

[00:13:20] McDuff: Two handguns and the ammunition.

[00:13:20] Ms. Pierce: The rest of the big guns are going to Adam.

[00:13:28] McDuff: Any motor vehicle not taken by any other heir or devisee.

[00:13:38] Judge: Okay.

[00:13:40] McDuff: Next, and I think this is it. All of the residue of the estate of Doyle Elton Pierce not otherwise taken or given to any devisee or heir of the estate to be auctioned as necessary to pay estate obligations. That would include just right now, because we've dealt with the-- except the funeral home has to be paid off. Is that Davenport or Sandifer?

[00:14:10] Ms. Moore: Davenport.

[00:14:11] McDuff: Davenport.

[00:14:11] Ms. Moore: Yes. $10,599.20.

[00:14:16] McDuff: The problem is that's got to be paid before we can divide anything else up, because that's a priority claim. That's everything. Now, we have to figure out the mechanics because somebody's going to have to do these multiple quick claim deeds between everybody because this is really-- I envision this is in the form on the side of a 9-12 private agreement. We have to have somebody who's going to be willing to-- Number one, a lawyer is going to have to do them and lawyers are going to have to get paid for them and they're going to be recording fees.
[00:14:52] Judge: With that-- Also, in agreement, I think we do need to add if it's not in there already, Mr. Lee, the special administrator, just resigned. There had been a reimbursement.

[00:15:06] Ms. Moore: Of his $3,000 for taxes.

[00:15:08] McDuff: Roughly $3,000 for property taxes.

[00:15:12] Judge: That would come from the estate.

[00:15:13] McDuff: That comes from the-- Ms. Pierce will pay that.

[00:15:15] Ms. Pierce: That comes from my part. Also, I think it would be important to note that then my debt, because I am having expenses that I'm claiming the estate to refund me, reimburse me. I think maybe we can include too that on my share, the debt, and then reimbursement of my own expenses.

[00:15:36] McDuff: The thing is you're getting everything else, so you take--

[00:15:41] Judge: You ought to wipe out your debt because you're getting the value from the land.

[00:15:45] Ms. Pierce: Yes, that's what I'm saying. You can put that on the record.

[00:15:47] McDuff: I think what then is upon payment of all the obligations to the estate including reimbursement of Adam Lee and payment to Davenport Funeral Home for funeral expenses.

[00:15:59] Judge: I would say the first debt would be the funeral home, second debt would be Mr. Lee.

[00:16:02] McDuff: Right.

[00:16:03] Judge: All right.

[00:16:04] McDuff: Then if everybody waives any other claims, entitlements, attorneys fees, each party bears their own. Anybody gets whatever they're entitled to for reimbursement out of their share.

[00:16:14] Judge: Once we do this agreement, that's generally through a-- Well, the special administrator has the same authority. Once a new special administrator is appointed, we may just have to adjust what the special administrator may be able to do. I'm assuming we would give him the authority the same as the personal representative, and that would allow him or her to seek an attorney to do the quick claim deeds and do the transfers and things of that sort.

[00:16:42] Ms. Pierce: Then just because someone still has-- I am the one going to pay the debt and do all of these things. That means I still have to be unrestrained, so then I can close the estate and pay everybody.

[00:16:56] McDuff: First thing, I think we were in agreement before, that upon dismissal of the appeal. Withdraw the appeal, dismiss the appeal with prejudice with the court of appeals.

[00:17:08] Judge: Now, the appeal in circuit court.

[00:17:11] McDuff: All the appeals.

[00:17:13] Judge: Right. Because you've not officially filed the appeal, you filed a notice.

[00:17:18] Ms. Pierce: Yes. I have-- There's a process after that.

[00:17:20] Judge: Right. You filed the notice but that would need to be withdrawn, too, because until that's withdrawn, the court can't do anything. You guys go ahead and sign the agreement. When those things take place, then you have those removed.

[00:17:34] McDuff: I'm going to suggest this, Judge, is that we talked about this before, because the intent under Rule 43k. What we put on the record here today is

binding. Without any need for any further written agreement, we can reduce it if we need to a written agreement. It's binding today that within 10 days of the date of today, at the conclusion of this proceeding, Ms. Pierce dismissed with prejudice her appeals. At that point, she then would be entitled to-- because the appeal goes away, then the court's got to decide, technically, there's no personal representative because the prior ruling of the probate court stands.

We talked about reinstating her to the position of personal representative for the sole purpose of executing documents necessary to distribute real property and to sell assets of the residuary estate to satisfy estate obligation.

[00:18:30] Judge: That's fine. I don't have a problem with that, but this is something new that I'm starting. I understand, any personal representative, if anything is misappropriated, anyone can be referred for a criminal action. I'm just saying, I'm making it part of the record and in the future, I'm going to start making these. We just came back from training and there's something specific that we got from the Chief Justice of the Supreme Court for us to make these. We've got other issues on other estates. I'm not saying anything wrong with this estate, I'm giving people notice now, that if you don't use your fiduciary responsibility in a timely manner, in a correct manner, they are sanctions that can be had.

Just be cognizant of that and understand, when you get this agreement, please go by the agreement. If you have questions about it, contact the court. We'll get each party involved and make sure that there's a clear understanding. That's the only thing that I want the state and make that part of the record. All right, is there anything else?

[00:19:38] Ms. Pierce: Is everything going to be put in an order or we need to make a separate agreement like that one?

[00:19:44] McDuff: As far as I'm concerned, if everybody acknowledges their assent to this agreement today on the record, it's done. We can put it in writing if we want to, just to reflect what's agreed to today. My big concern as a lawyer is that we need a plan because we can't-- If you're going to be empowered to sign deeds as personal representative of Doyle's estate--

[00:20:12] Ms. Pierce: No, I think we should need a lawyer first of all.

[00:20:14] McDuff: The lawyer can prepare the deeds, but a lawyer can't sign the deeds. Somebody needs to be empowered to sign the deeds. First, before we sign any deeds, the funeral home has to be paid off and Adam Lee has to be paid off. The question I have, are you in a position where you can pay those off, and you can propose a lawyer if you want to prepare all these things?

[00:20:39] Ms. Pierce: Yes, I think I can. Let's just put it-- Okay, I'll withdraw my appeal, right?

[00:20:45] McDuff: What you're going to do, you've agreed to do it within 10 days,

the appeal's within 10 days of today, correct?

[00:20:50] Ms. Pierce: Yes.

[00:20:51] McDuff: All right, so, but next step has to be, these claims have to be paid off. My question--

[00:20:57] Ms. Pierce: I will take of them.

[00:21:00] McDuff: Within 15 days, can those be paid off?

[00:21:04] Ms. Pierce: Yes, after withdrawing the appeal, I can.

[00:21:06] McDuff: Within five days of withdrawing your appeals, and dismissing your appeals, you'll pay off--

[00:21:12] Ms. Pierce: Let's say within 30 days from the time the judge does that, I'll do all of those things.

[00:21:17] McDuff: 30 days from today?

[00:21:19] Ms. Pierce: Yes.

[00:21:19] McDuff: You'll dismiss your appeals in 10 days, and then within 30 days, pay off the funeral home and Adam Lee, out of your funds, and pay off--

[00:21:27] Ms. Moore: [unintelligible 00:21:27] for the mortgage.

[00:21:29] Ms. Pierce: No, I'm not going to go into paying everybody else, because remember, I have to auction the rest of it.

[00:21:35] McDuff: She's got 60 days to pay you off.

[00:21:38] Ms. Moore: For the mortgage?

[00:21:39] McDuff: For the mortgage, and for the $10,000.

[00:21:42] Ms. Moore: Oh, okay.

[00:21:42] McDuff: All right?

[00:21:43] Ms. Pierce: Then 30 days to pay the funeral home, and [crosstalk]

[00:21:47] McDuff: 30 days from today to pay the funeral home to pay Adam Lee.

[00:21:49] Ms. Pierce: Yes.

[00:21:49] Judge: Okay. All right.

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[00:21:51] McDuff: Provide proof with the court of discharge of those obligations.

[00:21:57] Judge: Okay. All right. Ms. Moore, are you in agreement with the terms set out today?

[00:22:02] Ms. Moore: Yes.

[00:22:03] Judge: Ma'am?

[00:22:04] Ms. Moore: Yes.

[00:22:04] Judge: All right. We've already established that your brother, by video, was in agreement. Ms. Pierce, are you in agreement?

[00:22:14] Ms. Pierce: Yes, I am.

[00:22:15] Judge: Okay. Mr. McDuff, your client's in agreement. Both your clients are now in agreement, correct?

[00:22:20] McDuff: Yes.

[00:22:21] Judge: Okay. All right. Mr. McDuff, will I receive an updated order on that to sign?

[00:22:26] McDuff: Yes.

[00:22:27] Judge: Being that it came under Rule--

[00:22:30] McDuff: 43K.

[00:22:30] Judge: 43K, that order can be-- If I receive it in the next five days or so, it can be backdated to today's date. Okay?

[00:22:38] McDuff: All right.

[00:22:39] Judge: All right? Ms. Pierce--

[00:22:40] Ms. Pierce: What if you don't receive it in the next 30 days? I don't think we can do that.

[00:22:44] Ms. Moore: No, he just said if he would receive the order within the next five days.

[00:22:48] Judge: If I received it within the next few days, the written order that what we just agreed on, that I sign off on it, I can backdate it until today's date. Better yet, I can sign it--

[00:22:57] Ms. Pierce: That's on the day you signed the order.

[00:22:59] Judge: Hold on. I'll sign it on the date that it's received, but if the order in there has, the agreement was done on this day, and by this date, certain things have to take place. Okay?

[00:23:11] Ms. Pierce: My problem with that is that Mr. McDuff would take forever to send you the agreement.

[00:23:16] Judge: You probably already got the majority of that saved anyway.

[00:23:20] McDuff: Yes, I can pull this up. I got a Word document. I just did it at the Word document.

[00:23:23] Judge: Yes, there's just a few changes already.

[00:23:25] Ms. Pierce: When do you think you can have that to the court?

[00:23:27] McDuff: I'm hoping by the end of the week.

[00:23:30] Ms. Pierce: Today is Wednesday. That means by Friday.

[00:23:34] McDuff: That's my intent. I'll be out of town Friday, though.

[00:23:35] Ms. Pierce: If he gets it in by Friday, we can back it down.

[00:23:37] Judge: I'm not worried about it. If I get it Friday, I'll date it on Friday. Being that this is now binding because everyone's agreed, so the order is not going to be sent out to everybody saying, are you in agreement with it? Because what we discussed is what's going to be in the order. Okay? All right. I'm glad that everybody finally came to a conclusion and that this will be settled. Remember, the order will have to be followed. Everything will have to be completed for the estate to be resolved. Okay? All right, is there anything else?

[00:24:09] McDuff: I think the other thing, too, is that I guess to tie up the probate, somebody's going to have to prepare waivers of accounting and all those final disbursement and waiver of accounting. I'm going to assume that would be Ms. Pierce as the personal representative. That would be her responsibility as personal representative.

[00:24:26] Ms. Pierce: Yes, I will.

[00:24:27] Judge: Okay. All right. Ms. Pierce, the only legal advice I can give you is for you to seek the advice of counsel, in particular on transferring deeds. If you need the assistance of an attorney to administer the estate, then by all means, please do so.

[00:24:46] Ms. Pierce: All right.

[00:24:46] Judge: Okay?

[00:24:47] Ms. Pierce: Thank you.

[00:24:48] Judge: All right. Very good.

[00:24:49] McDuff: All right. Do we have a plat that shows the original, because your real estate lawyer is going to need a plat showing the original parcels?

[00:24:57] Ms. Moore: Yes, sir. I have all of the plats.

[00:24:58] McDuff: Okay, good.

[00:24:59] Ms. Moore: Do I need to give that to you or just--

[00:25:05] McDuff: Once we identify-- What real estate attorney would you use though?

[00:25:09] Ms. Moore: Or I can give it to whatever.

[00:25:10] Ms. Pierce: No, we're going to see through, but my previous attorney was really good, Carol Johnson.

[00:25:17] McDuff: Okay, Carol, yes.

[00:25:18] Ms. Pierce: She only had to leave because she was having a transplant.

[00:25:22] McDuff: Yes, Carol's fine. She's great.

[00:25:26] Ms. Pierce: Just provide her with the original plats.

[00:25:28] McDuff: We'll give it to-- plats to Ms. Pierce so she can give it to Carol.

[00:25:33] Ms. Pierce: Yes. I'll cut an egg with everybody to make sure that [crosstalk]

[00:25:37] McDuff: Yes, Carol's great.

[00:25:39] Judge: Best thing to do, just communicate. Okay?

[00:25:41] Ms. Pierce: Yes.

[00:25:42] Judge: Be polite to one another. Okay, all right. Thank you.

[00:25:46] [END OF AUDIO]

Gmail Dorothy Pierce <dorothypierce84@gmail.com>

Ruling for The Estate of Doyle Elton Pierce concerning the Hearing held on July 28th, 2022

Ashley Rice <arice@oconeesc.com> Fri, Aug 12, 2022 at 11:36 AM
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Good morning All!

As promised, I am here to give my Ruling concerning the hearing that was held on July 28th, 2022 for the Appointment of a Special Administrator for the Estate of Doyle Elton Pierce, Case Number 2020ES3700-532. Please know that this email is not up for discussion and my decision is final. I do not want any back and forth emails concerning this ruling.

There are numerous things I would like to address, so I will try my best to lay this all out as best I can.

First and Foremost, as Probate Judge for Oconee County, South Carolina, it is my sworn duty to monitor every matter pending in our court and enforce prompt compliance with all requirements imposed by law per the Rules of the Probate Court: Rule 2: Duty of Probate Judge.

With that being said, I am going to **GRANT THE RELIEF** for a Special Administrator for the Estate of Doyle Elton Peirce, Case Number 2020ES3700-532. However, It will be in the best interest of all parties for the Special Administrator to be a third party individual with no interested ties to this case. I will require that this third party be an Estate/Probate Attorney in good standing with the SC Bar for Oconee County, SC. At this moment, the court has not chosen that individual, but will be doing so in the next few days. I am not granting this relief on the premises that the court believes Ms. Pierce has mishandled any estate assets. Ms. Pierce could have administered the estate in a more timely fashion especially concerning the taxes for the estate, but the court does not believe it was done with ill intent nor does the court believe the estate or its assets are in any emergency danger. The court is appointing a Special Administrator on the basis that a Special Administrator would serve the estate in a more appropriate fashion since this specific case is highly contentious between all involved.

The Special Administrator will have the full authority to act to the fullest extent under **SC Code of Laws: Section 62-3-617**. The Special Administrator will be appointed until a ruling from the Court of Appeals is made concerning Ms. Pierce's appeal. Once that decision has been made, this court will have the authority to make further relief acting upon said decision and outcome from the Court of Appeals.

The Special Administrator will need to submit a new Inventory and Appraisement to the Court within Ninety (90) days of appointment along with a detailed accounting of all funds that have come into the estate and disbursed from the estate.

Ms. Pierce will still be considered appointed Personal Representative because of the appeal pending with the Court of Appeals, however until that ruling has been made and while the Special Administrator is in place, this court has decided to restrain her from acting as personal representative per **SC Code of Laws: Section 62-3-607 (a).** This court will continue to have authority to grant further reliefs concerning the personal representative depending on the decision and outcome of that pending appeal.

The following would be the other issues discussed by all in the hearing and my opinions and findings on those brought to the courts attention.

Any assets that were taken without approval from Ms. Pierce as Personal Representative need to be delivered to the Special Administrator for safe keeping until the time to disburse assets or the ruling from the Court of Appeals is made.

Concerning the granddaughter, Samantha Leigh and her place of residence, I find that issue to coincide to the decision of the appeal. If the Last Will and Testament is upheld by the Court of Appeals, then the issue would be between Greg Pierce and Samantha Leigh. If the Will is deemed invalid, then that property would be considered an Intestate Asset and would need to be handled by the Personal Representative. So, I am unwilling to give an opinion on the collection of rent at the moment until a ruling has been made by the Court of Appeals.

The F350 Truck has been brought before the court as a possible estate asset that was mishandled/unauthorized by Greg Pierce. I give the Special Administrator authority to look into the allegations of said vehicle to make sure it is in fact an estate asset or whether it was a gift prior to the decedent's passing.

Moving forward, the Special Administrator has the authority to hire non-interested parties for any estate business or upkeep to the property and assets. Ms. Pierce, although acting within her scope of duties as personal representative, should have not enlisted the help of a romantic partner for estate business and transactions. That business transaction should have been done by an uninterested party.

Donna Moore is entitled to her authenticated reimbursement of the paid mortgage in the amount of $13, 120.36. She made this payment in good faith and with the best interest of the estate in mind. I also found there to be no disagreement between parties for her reimbursement.

Ms. Dorothy Pierce, as Personal Representative is also entitled to authorized/authenticated out of pocket expenses she has paid with her own personal funds for the benefit of the estate.

Unfortunately, it appears that this estate does come with a great deal of "debt" with no liquidized funds to pay said "debt". It will be the responsibility of the Special Administrator to sale some estate assets to help pay for the authorized/authenticated estate debts and reimbursements of out of pocket expenses. The current listed unauthenticated debt such as Bobby Alexander, Jon Warthers, and Pioneer Surveyor, will need to be authenticated along with itemized and professional receipts describing the specific business transactions. These companies/individuals have not filed Creditor's Claims against the estate and by not doing so, the court is now requiring the information from them to validate their monies owed.

As far as the Lawsuit involving Firewalker Hot Sauce Company, LLC, it appears that they believe Mr. Doyle E. Pierce was an owner and operator. It appears that the estate could be liable for any relief sought from that said lawsuit. Firewalker Hot Sauce Company, LLC have filed a claim against the estate for $16,000.00 so if that court did/does in fact prove Mr. Pierce to be an owner, that debt would be valid.

Ms. Pierce filed a Motion To Disqualify Richard H. McDuff from the case due to a Conflict of Interest on July 7th, 2022. It appears Mr. McDuff was the acting attorney for Blue Ridge Bank concerning foreclosure matters, however I do not find that to be a conflict of interest that affects the outcome of this proceeding. I would be happy to hear this in a more formal matter if parties are interested, but it would need to be proven to the court that he acted in a manner that benefited him and/or his clients or maliciously affected the estate. I find he merely passed along information so Ms. Moore could act in good faith and with the best interest of the estate in mind. This information did not affect the Estate nor Ms. Pierce in a negative fashion.

I would like to remind all parties of the **SC Code of Laws Section 62-3-711: Powers of personal representatives; in general.**

> (a) Until termination of his appointment or unless otherwise provided in Section 62-3-910, a personal representative has the same power over the title to property of the estate that an absolute owner would have, in trust however, for the benefit of the creditors and others interested in the estate. Except as otherwise provided in subsection (b), this power may be exercised without notice, hearing, or order of court.
>
> (b) Except where the will of the decedent authorizes to the contrary, a personal representative may not sell real property of the estate except as authorized pursuant to the procedures described in Sections 62-3-911 or Sections 62-3-1301 et seq. and shall refrain from selling tangible or intangible personal property of the estate (other than securities regularly traded on national or regional exchanges and produce, grain, fiber, tobacco, or other merchandise of the estate for which market values are readily ascertainable) having an aggregate value of ten thousand dollars or more without prior order of the court which may be issued upon application of the personal representative and after notice or consent as the court deems appropriate.
>
> (c) If the will of a decedent devises real property to a personal representative or authorizes a personal representative to sell real property (the title to which was not devised to the personal representative), then subject to Section 62-3-713, the personal representative, acting in trust for the benefit of the creditors and other interested persons in the estate, may execute a deed in favor of a purchaser for value, who takes title to the real property in accordance with the provisions of Section 62-3-910(B).
>
> HISTORY: 1986 Act No. 539, Section 1; 1987 Act No. 171, Section 28; 2000 Act No. 398, Section 4; 2013 Act No. 100, Section 1, eff January 1, 2014.
>
> Effect of Amendment
>
> The 2013 amendment, in subsection (b), substituted "procedures described in Sections 62-3-911 or Sections 62-3-1301 et seq." for "procedure described in Section 62-3-1301 et seq.", substituted "ten thousand dollars" for "five thousand dollars", and inserted "which may be issued upon application of the personal representative and after notice or consent as the court deems appropriate"; and in subsection (c), substituted "other interested persons" for "others interested", and substituted "Section 62-3-910(B)" for "Section 62-3-910(b)".

AND

SC Code of Laws Section 62-3-715: Transactions authorized for personal representatives; exceptions.

SECTION 62-3-715. Transactions authorized for personal representatives; exceptions.

Except as restricted or otherwise provided by the will or by an order in a formal proceeding and subject to the restrictions imposed in Section 62-3-711(b) and to the priorities stated in Section 62-3-902, a personal representative, acting reasonably for the benefit of the interested persons, may properly:

(1) retain assets owned by the decedent pending distribution or liquidation including those in which the representative is personally interested or which are otherwise improper for trust investment;

(2) receive assets from fiduciaries or other sources;

(3) perform, compromise, or refuse performance of the decedent's contracts that continue as obligations of the estate, as he may determine under the circumstances. In performing enforceable contracts by the decedent to convey or lease land, the personal representative, among other possible courses of action, may:

(i) execute and deliver a deed of conveyance for cash payment of all sums remaining due or the purchaser's note for the sum remaining due secured by a mortgage or deed of trust on the land; or

(ii) deliver a deed in escrow with directions that the proceeds, when paid in accordance with the escrow agreement, be paid to the successors of the decedent, as designated in the escrow agreement.

Execution and delivery of a deed pursuant to this subsection affects title to the subject real property to the same extent as execution and delivery of a deed by the personal representative in other cases authorized by this Code;

(4) satisfy written charitable pledges of the decedent irrespective of whether the pledges constituted binding obligations of the decedent or were properly presented as claims, if in the judgment of the personal representative the decedent would have wanted the pledges completed under the circumstances;

(5) if funds are not needed to meet debts and expenses currently payable and are not immediately distributable, deposit or invest liquid assets of the estate, including monies received from the sale of other assets, in federally insured interest-bearing accounts, readily marketable secured loan arrangements or other prudent investments which would be reasonable for use by trustees generally;

(6) subject to the restrictions imposed in Section 62-3-711(b), acquire or dispose of an asset, including land in this or another state, for cash or on credit, at public or private sale; and manage, develop, improve, exchange, partition, change the character of, or abandon an estate asset;

(7) make ordinary or extraordinary repairs or alterations in buildings or other structures, demolish any improvements, raze existing, or erect new party walls or buildings;

(8) satisfy and settle claims and distribute the estate as provided in this Code;

(9) enter for any purpose into a lease as lessor or lessee, with or without option to purchase or renew, but not for a term extending beyond the period of administration and, with respect to a lease with option to purchase, subject to the restrictions imposed in Section 62-3-711(b);

(10) enter into a lease or arrangement for exploration and removal of minerals or other natural resources or enter into a pooling or unitization agreement;

(11) vote stocks or other securities in person or by general or limited proxy;

(12) pay calls, assessments, and other sums chargeable or accruing against or on account of securities, unless barred by the provisions relating to claims;

(13) hold a security in the name of a nominee or in other form without disclosure of the interest of the estate but the personal representative is liable for any act of the nominee in connection with the security so held;

(14) insure the assets of the estate against damage, loss, and liability and himself against liability as to third persons;

(15) effect a fair and reasonable compromise with any debtor or obligor, or extend, renew, or in any manner modify the terms of any obligation owing to the estate. If the personal representative holds a mortgage, pledge, lien, or other security interest upon property of another persons, he may, in lieu of foreclosure, accept a conveyance or transfer of encumbered assets from the owner thereof in satisfaction of the indebtedness secured by lien;

(16) pay taxes, assessments, compensation of the personal representative, and other expenses incident to the administration of the estate;

(17) sell, or exercise stock subscription or conversion rights; consent, directly or through a committee or other agent, to the reorganization, consolidation, merger, dissolution, or liquidation of a corporation or other business enterprise;

(18) allocate items of income or expense to either estate income or principal, as permitted or provided by law;

(19) employ persons, including attorneys, auditors, investment advisors, or agents, even if they are associated with the personal

representative, to advise or assist the personal representative in the performance of his administrative duties; act without independent investigation upon their recommendations; and instead of acting personally, employ one or more agents to perform any act of administration, whether or not discretionary;

(20) prosecute or defend claims, or proceedings in any jurisdiction for the protection of the estate and of the personal representative in the performance of his duties;

(21) subject to the restrictions imposed in Section 62-3-711(b), sell, mortgage, or lease any real or personal property of the estate or any interest therein for cash, credit, or for part cash and part credit, and with or without security for unpaid balances;

(22) continue any unincorporated business or venture in which the decedent was engaged at the time of his death (i) in the same business form for a period of not more than four months from the date of appointment of a general personal representative if continuation is a reasonable means of preserving the value of the business including good will; (ii) in the same business form for any additional period of time that may be approved by order of the court in a formal proceeding to which the persons interested in the estate are parties; or (iii) throughout the period of administration if the business is incorporated by the personal representative and if none of the probable distributees of the business who are competent adults object to its incorporation and retention in the estate;

(23) make payment in cash or in kind, or partly in cash and partly in kind, upon any division or distribution of the estate (including the satisfaction of any pecuniary distribution) without regard to the income tax basis of any specific property allocated to any beneficiary and value and appraise any asset and distribute such asset in kind at its appraised value;

(24) with the approval of the probate court or the circuit court, compromise and settle claims and actions for wrongful death, pain and suffering or both, and all claims and actions based on causes of actions surviving, to personal representatives, arising, asserted, or brought under or by virtue of any statute or act of this State, any state of the United States, the United States, or any foreign country;

(25) donate a qualified conservation easement or fee simple gift of land for conservation on any real property of the decedent in order to obtain the benefit of the estate tax exclusion allowed under Internal Revenue Code Section 2031(c) as defined in Section 12-6-40(A), and the state income tax credit allowed under Section 12-6-3515, if the personal representative has the written consent of all of the heirs, beneficiaries, and devisees whose interests are affected by the donation. Upon petition of the personal representative, the probate court may consent on behalf of any unborn, unascertained, or incapacitated heirs, beneficiaries, or devisees whose interests are affected by the donation after determining that the donation of the qualified real property interest shall not adversely affect them or would most likely be agreed to by them if they were before the court and capable of consenting. A guardian ad litem must be appointed to represent the interest of any unborn, unascertained, or incapacitated persons. Similarly, and for the same purposes and under the same conditions, mutatis mutandis, a trustee may make such a donation for the settlor;

(26) the personal representative has the power to access the decedent's files and accounts in electronic format, including the power to obtain the decedent's user names and passwords.

HISTORY: 1986 Act No. 539, Section 1; 1987 Act No. 171, Sections 29, 30; 1990 Act No; 521, Section 49; 2000 Act No. 283, Section 1(E); 2013 Act No. 100, Section 1, eff January 1, 2014.

Effect of Amendment

The 2013 amendment added subsection (26) relating to access to electronic files, and made other nonsubstantive changes.

This may help clear up the issue of the truck loaded down with “rotting meat and personal belongings.” As acting Personal Representative, it was Ms. Pierce’s discretion as to what she deemed to be waste given that it was of no monetary value. She also had the discretion to paint walls, cabinets, etc. Judging from the pictures included in Respondent’s Exhibit 15, it appears that the painting helped add value to the property and did not de-value or damage said property.

In closing, I would like to say that I understand how emotional this proceeding has been and my heart goes out to each and everyone involved. I did not take this ruling lightly and have spent many hours researching and going through testimony and evidence. I stand by my ruling and believe whole heartedly that until a ruling is made by the Court of Appeals, that a third party Special Administrator will be the best course of action for the estate at this time. Once the ruling

is made, this court will retain jurisdiction and proceed accordingly. Thank you all for your patience and kindness and I send my best wishes to you all during this very difficult time.

Mr. McDuff, since you are the petitioning attorney, if you would be so kind to draw up the Order for me, reserving a blank for the name of the Special Administrator for the court to fill in at a later date. Thank you.

August 12, 2022

IT IS SO ORDERED…..

Sincerely,

Ashley M. Rice

Probate Court Judge

Probate Court of Oconee County, SC

415 S. Pine Street/ PO Box 471

Walhalla, SC 29691

Office: 864-364-5271

Fax: 864-638-4278

Email: arice@oconeesc.com

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From: Dorothy Pierce [mailto:dorothypierce84@gmail.com]
Sent: Tuesday, August 9, 2022 2:41 PM
To: Ashley Rice <arice@oconeesc.com>
Cc: Donna Moore <75dmoore@gmail.com>; Rick McDuff <rick@mjmlawsc.com>; Robert Gailliard <rlgailliardlaw@outlook.com>; alan pierce <gregory4792@gmail.com>; Jared Pierce <jaredapierce1@gmail.com>
Subject: Re: Requested Proposed Settlement Agreement- The Estate of Doyle Elton Pierce

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Judge Rice,

Donna Moore Pierce is one of the beneficiaries that have for the last several months via series of text messages been advocating for an intestate settlement, including the most recent weeks. Her problem with this proposal is that it distributes physical property and not cash buy-out as she has always wanted. Gregory and I both want physical assets, While Donna and Jared want Cash. They can take their share and turn it into cash.

I have submitted enough evidence to the court to prove that the Estate assets are intact and that I have paid all the bills accordingly. I'm confident that considering the overwhelming evidence on file. The judge will reaffirm my position as PR pending an appeal or a settlement. Should the judge's ruling turn out otherwise, Donna Moore is Not the right person to be a Special Administrator of my husband's Estate. NOT IN ANY WAY!

Best Regard,

Dorothy Pierce

On Tue, Aug 9, 2022 at 2:25 PM Ashley Rice <arice@oconeesc.com> wrote:

> Received all emails and will file accordingly. Still working on a ruling for this estate. I will have a ruling ready by Friday, I am fully confident in that. Thank you for your patience.
>
> Ashley M. Rice
>
> Probate Court Judge
>
> Probate Court of Oconee County, SC
>
> 415 S. Pine Street/ PO Box 471
>
> Walhalla, SC 29691
>
> Office: 864-364-5271
>
> Fax: 864-638-4278

Email: arice@oconeesc.com

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From: Donna Moore [mailto:75dmoore@gmail.com]
Sent: Tuesday, August 9, 2022 2:19 PM
To: Dorothy Pierce <dorothypierce84@gmail.com>
Cc: Rick McDuff <rick@mjmlawsc.com>; Ashley Rice <arice@oconeesc.com>; Robert Gailliard <rlgailliardlaw@outlook.com>; alan pierce <gregory4792@gmail.com>; Jared Pierce <jaredapierce1@gmail.com>
Subject: Re: Requested Proposed Settlement Agreement- The Estate of Doyle Elton Pierce

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Judge Rice - Your Honor

Queen Dorothy Amolo(aka Dorothy Pierce)

I have been included in the emails over the last 2 weeks from Ms. Amolo(Pierce) addressing the court and the heirs. I am not represented by Rick McDuff. I am an heir. Mr McDuff has spoken for his clients. I am speaking on my behalf to reject the proposed settlement. I am not interested in proposing a counter offer. I am awaiting the Probate courts decision in regard to a Special Administrator in hopes of moving forward to secure and protect the estate assets

Sincerely

Donna C Moore

On Tuesday, August 9, 2022, Dorothy Pierce <dorothypierce84@gmail.com> wrote:

> Judge Rice
>
> I have attached a video discussion between Gregory and me herein. This is a shorter version that he specifically asked me to record but I have a longer version too.

Mr. McDuff should Listen to the hearts of his clients. As it stands now, and from all discussions I have had with the beneficiaries for months, they have always wanted to settle the Estate Intestate.

I have not included the Claims on the Proposal because they are all pending court approval.

Everyone should calm down and read the proposal. It's just physical property to be divided according to the law. A meeting might even be required to sort out some things. A mediator may be involved if need be.

For future responses, this is the correct thread.

Thanks,

Dorothy Pierce

On Tue, Aug 9, 2022 at 1:10 PM Rick McDuff <rick@mjmlawsc.com> wrote:

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This is the first I have heard about any proposed settlement. I will discuss with my clients. As an initial thought, any legal claims against the Estate should be taken out of Ms. Pierce's share and not assessed against the shares of Mr. Pierce's children.

Richard H. McDuff, Esq.

Merrell Jahn & McDuff

(MJM Law, LLC)

119-B Professional Park Drive

Seneca, South Carolina 29678

(864) 882-2466

- **and –**

158 East Main Street

Pendleton, South Carolina 29670

(864) 651-2230

From: Dorothy Pierce
Sent: Tuesday, August 9, 2022 1:01 PM
To: Ashley Rice; Robert Gailliard; Rick McDuff; Donna Moore (via Google Docs); alan pierce; Jared Pierce
Subject: Requested Proposed Settlement Agreement- The Estate of Doyle Elton Pierce

Judge Rice,

On July 26, 2022, at 1:35 PM, one of the beneficiaries representing the other siblings, Gregory Alan Pierce who is represented by Mr. McDuff approached me with a plea to settle the estate of my husband Doyle Elton Pierce intestate. Gregory requested me to draft a settlement Proposal to be reviewed by all the beneficiaries under SOUTH CAROLINA PROBATE CODE SECTION 62-2-102 AND SECTION 62-2-103 and SC RULE 260(b), SC RULE 261 (a), and (b). ***See attached discussion Video.***

Accordingly, SC RULE 260(b) states that under Agreed Dismissal; If the parties to an appeal or other proceeding shall sign and file with the clerk of the appellate court an agreement that the proceeding be dismissed, the appellate court may enter an order of dismissal. SC RULE 261 (a) and (b); If a settlement agreement relates to a matter that is pending before an appellate court, the settlement agreement need not be submitted to the appellate court unless approval by the appellate court, a lower court, or a tribunal is required before the agreement can be effective, or the parties desire to have the agreement approved by the appellate court.

In this instant case, we have agreed that once a settlement has been reached by both parties, I will have the appeal dismissed from the SC Court of Appeals under SC RULE 260(b)

As the court and all parties already know, the debts and the expenses of the estate will soon surpass the official appraisal value of the estate which will leave the beneficiaries at risk of losing part or all of their inheritance to expenses/costs that would have been avoided. ***Refer to Sections C, E, F, and G of the Settlement Proposal.***

SOUTH CAROLINA PROBATE CODE SECTION 62-2-102 AND SECTION 62-2-103, states that the surviving spouse inherits 50% of the Estate and the children of the decedent, in this case, three beneficiaries each get 16.65% of the Estate. The Estate of Doyle Pierce has 63.87 acres of divisible Land, excluding the 0.317 acres of the family cemetery.

Accordingly, out of 63.94 divisible acres of land, 31.94 acres will be taken by Dorothy Pierce, while the three beneficiaries will take 10.65 acres each. ***Proposed in Section A of the Settlement Proposal and a draft layout of the property***

The Estate of Doyle Elton Pierce owes me (Dorothy Pierce) a total of $133,223.83 in out-of-pocket expenses, manual labor, and PR expenses. This amount is subject to court approval.

In exchange for my expenses, I would like to retain some Estate assets to recover what I have spent on the estate. ***The List and Breakdown are proposed in Section B of the settlement Proposal.***

Some beneficiaries have also wished to take some other physical properties of the estate. For now, the only item included on the list is that of Gregory A. Pierce. A Ford F350 Truck, a property of the Estate of Doyle Elton Pierce which Gregory transferred to his name without court approval. ***Refer to section D of the Settlement Proposal.***

- Gregory has shown interest in taking other physical items which will be included in the list once he decides on which items he intends to keep.

- Donna Moore Pierce has also shown interest in taking some physical items, this will be included in the list once she determines which items to take.

With the PR expenses/ Compensation being reconciled by taking Physical Estate assets, this leaves the Estate of Doyle Elton Pierce with an estimated total liability to third parties of $36,763.16. Out of this liability, Richard H. McDuff's fees are estimated at a previous failed settlement discussion. This figure may change when attorney McDuff submits his final legal fees. I would request that he submits itemized fees for proper verification of cost. For purposes of settlement, I will not dispute this cost unless provoked**. *Refer to section F of the Settlement Proposal.***

- All other legal fees of the estate are also subject to an update as of the time of settlement.

This total liability does not include claims. All claims are subject to court approval. The total liability of each beneficiary may change when the court decides on claims. In the case of Marsha Hendricks, when the Court approves her Claim, she will take physical properties. ***Refer to Section G of the Settlement Proposal.***

Important: After all the beneficiaries determine the physical items they desire to retain and compensate the other beneficiaries for their shares. I would propose to keep the rest of the remaining items and use them to pay the rest of the Estate liability. Half of this belongs to me (Dorothy Pierce) and a half to the three beneficiaries. The current Estate Debt amounts to $36,763.16, excluding Claims. This figure is subject to change.

Lastly, I'm open to buying out any beneficiary who has an interest in selling their land after the settlement is finalized at an individual level. The buy-out negotiation will not be included in the Estate settlement agreement.

Note: If the beneficiaries are satisfied with the Proposal, the retained item values will be updated and the attorneys will work on a final settlement agreement. In case the beneficiaries have concerns or submissions, we can sort them out before a final settlement agreement is drafted or as advised by the court.

Best regards,

Dorothy Pierce

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STATE OF SOUTH CAROLINA-COUNTY OF OCONEE
IN THE COURT OF COMMON PLEAS
TENTH JUDICIAL DISTRICT
CASE No. 2023-CP-37-00548

DOROTHY PIERCE

Plaintiff

vs.

N. GRUBER SIRES, Jr.

Defendant.

AFFIDAVIT OF MERIT
Pursuant to §15-36-100
As to: N. Gruber Sires, Jr., ESQ.

STATE OF NEW JERSEY

ss. }

COUNTY OF BERGEN

BENNETT J. WASSERMAN, ESQ. being of full age, and duly sworn, hereby deposes and says:

1. I am an attorney at law, duly admitted to practice law in the states of New Jersey and New York. I was admitted to practice in New Jersey in 1976 and in New York in 1975. I am in good standing in both states and have practiced law continuously since the dates of my admission. The nature of my law practice has been civil litigation and transactional matters. For over 30 years, I have focused my law practice on the law governing lawyers, including legal malpractice and legal ethics. I have been, for more than thirty five years, since 1985, a Certified Civil Trial Attorney by the Board on Trial Attorney Certification of the Supreme

Court of New Jersey. I am also Certified in Legal Malpractice Law by the American Board of Professional Liability Attorneys (www.abpla.org) since 2012 and am a member of its Board of Governors. During the course of my career, I have been involved in the prosecution or defense of more than 1500 litigated matters dealing with legal malpractice and legal ethics. I have also served as an expert witness for both plaintiffs and defendants in legal malpractice litigation and legal ethics disciplinary proceedings. Since 1991, I have served as Special Professor of Law at Hofstra University School of Law in Hempstead, New York, where I have taught a full semester course to advanced law students called "Lawyer Malpractice". My course curriculum and course materials can be viewed at my website, www.legalmalpractice.com. I also serve as a consultant to law firms and professional liability carriers on matters pertaining to legal malpractice and professional responsibility relating to their insureds and designated defense counsel. I assert that I have actual professional knowledge and experience in the areas of practice and specialty in which my opinion is to be given herein, as a result of having regularly engaged in the practice and teaching of law as aforesaid. The materials that I have reviewed in this case are the usual type of evidence that experts in my field normally review in order to formulate their professional opinions. A copy of my current *curriculum vitae*, which attests that I am an appropriate licensed professional as required by South Carolina Code § 15-36-100 (A)(1) and (2) is attached hereto as **Exhibit A.**

2. I have reviewed the following documents in this action:1) Plaintiff's Complaint dated 7/20/23; (2) Defendant's Answer and Counterclaim; (3) Defendant's

Motion to Dismiss dated August 9, 2023; (4) Plaintiff's Opposition to Defendant's Motion to Dismiss dated October 29, 2023; (5) Judgment dismissing Plaintiff's case for failure to serve an expert's Affidavit of Merit; (6) Expert Report of Travis King dated July 29, 2021; 7) South Carolina Enforcement Division, Forensic Report dated July 27,2021; 8) Plaintiff's Exhibit 3- signature exemplars; 9) miscellaneous emails 10) check for legal fees to Gruber Sires; 11) Transcripts of: (a) Hearing Before Judge Johns August 2, 2021; and (b) October 1, 2021; (12) Appellate Briefs and Amended Record on Appeal relating to the underlying probate and will contest.

3. Based on my review of the aforesaid evidence at the time of the making of this Affidavit of Merit, I have concluded that during the time period that Defendant had represented the Plaintiff in the underlying will contest litigation, there was an attorney-client relationship between the Defendant and Plaintiff herein (See Complaint ¶ 11, Answer ¶ 4.) In connection with that legal representation, I have identified the following specific negligent acts and omissions attributable to the Defendant, each of which constitute deviations from the accepted standards of care applicable to attorneys:

   a. He failed to represent the plaintiff diligently.

   b. He failed to represent the plaintiff competently.

   c. He failed to conduct a reasonable investigation of the facts.

   d. He failed to marshal and present evidence in support of his client's cause.

   e. He failed to proffer any expert proof at trial to support his client's case or to rebut the adversary's expert opinions.

f. He failed to adequately prepare for trial.

g. He failed to adequately prepare witnesses for their trial testimony.

h. He failed to communicate with his client.

4. The factual basis for each of the foregoing deviations is based on the records, documents and testimony which are identified in paragraph #2 above each of which I reviewed. It is my professional opinion, based on reasonable professional certainty that the foregoing deviations were substantial departures from accepted standards of practice applicable to attorneys who handle civil litigation and will contests in particular and they individually and together caused actual damage to the Defendant's client. My opinions are based on my review of the foregoing enumerated materials, and upon my professional education, training, knowledge and experience as an attorney and expert witness in the fields of estate litigation and legal malpractice.

5. I have no financial interest in the outcome of this case.

Bennett J. Wasserman, Esquire
DATED: November 13, 2023

Signed and sworn to before me, a Notary Public of the State of New Jersey, on this 13th day of November, 2023

YAEL ROSENBLATT

YAEL M ROSENBLATT
Notary Public - State of New Jersey
My Commission Expires Dec 22, 2024

EXHIBIT A

Legal
*Mal*practice.com expertise beyond expectation!

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Cell: 201.803.6464
Fax: 973.556.1776
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Three University Plaza
Hackensack, NJ 07601

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BENNETT J. WASSERMAN, ESQ.

Since 1985, ***LegalMalpractice.com, Inc.*** has evolved into a Professional Standards and Peer Review Organization to the legal profession and liability insurance industries. It consists of a consortium of recognized experts—practicing lawyers, law professors, forensic accountants and insurance industry professionals whose collective experience is coordinated to provide expertise in all matters concerning the law governing lawyers. Expert consulting and testimony is provided in the areas of legal malpractice, legal ethics, law firm billing standards and practices and attorney advertising compliance.

Bennett J. Wasserman founded ***LegalMalpractice.com*** and now serves as its Vice President and General Counsel. Over the past three decades he has litigated, arbitrated, mediated and served as a consulting or testifying expert in well over 1,500 legal malpractice, legal ethics, law firm billing and attorney advertising matters. He has been recognized as an expert in the law-governing-lawyers and on standards of care in the legal profession. He has testified in courts throughout the country, before disciplinary review boards and before state and federal legislative bodies. He has provided detailed studies and authoritative testimony to help legislative committees evaluate pending legislation that affects his areas of expertise. He was certified by the Supreme Court of New Jersey as a Civil Trial Attorney for 35 years and he has served as a member of the Supreme Court's *Ad Hoc* Committee on Attorney Malpractice Insurance. He is a Diplomate of the American Board of Professional Liability Attorneys and a member of its Board of Governors. He is licensed in New Jersey, New York and Pennsylvania (inactive). He has been continuously recognized by SuperLawyers, Best Lawyers, Avvo, (10.0) Martindale-Hubbell (AV) and the Bar Register of Pre-Eminent Lawyers.

In addition to his work at ***LegalMalpractice.com***, Ben serves as Special Professor of Law at Hofstra University School of Law, where he designed and teaches a full semester advanced course called "Lawyer Malpractice". He regularly publishes in the New Jersey Law Journal and lectures to lawyer and industry groups on his areas of expertise. He also served as Chairman of the Legal Malpractice Law department of a prominent law firm based in New Jersey and New York, where he prosecuted and defended substantial legal malpractice and ethics cases. He has appeared as an expert witness on behalf of the State of New Jersey in billing and legal malpractice cases and has represented publicly traded corporations and county and local governments in cases against their former lawyers and law firms, in which he has secured substantial recoveries for these private and public entities.

Over the years, Ben has served as expert or attorney of record in important landmark cases dealing with the law of legal malpractice, legal ethics, law firm billing standards and attorney advertising.
Ben can be reached at: benwasserman@legalmalpractice.com or at (201)803.6464.

BENNETT J. WASSERMAN
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benwasserman@legalmalpractice.com

ACADEMIC OFFICES: Maurice A. Deane School of Law
Hofstra University
121 Hofstra University
Hempstead, New York 11549

EXPERIENCE: Active participation in well over 1,500 legal malpractice and legal ethics cases as:

(1) attorney of record for litigants-both plaintiffs or defense;
(2) consulting or testifying expert witness in transactional and litigation based matters in legal malpractice, legal ethics and law firm billing disputes and proceedings;
(3) Special Professor of Law, Hofstra University Law School teaching advanced law students a full semester course entitled "Lawyer Malpractice" since 1990.
(4) Founder and Editor-in-Chief, *Legal Malpractice Law Review* at *www.legalmalpractice.com*.

BAR ADMISSIONS: New York (1975), New Jersey (1976) and Pennsylvania (inactive) State and Federal Courts; Supreme Court of the United States.

CERTIFICATIONS: Supreme Court of New Jersey: Certified Civil Trial Attorney (for 35 years);

American Board of Professional Liability Attorneys, Diplomate in Legal Malpractice (since 2012). (Member, Board of Governors)

RATINGS/HONORS: AV™ - Martindale-Hubbell;

Bar Register of Preeminent Lawyers (Lexis/Nexis Martindale Hubbell);

Best Lawyers in America® 2010-2020 (Legal Ethics and Professional Responsibility Law and Legal Malpractice Law);

The Best Lawyers in the United States (1985);

SuperLawyers® New Jersey for ten consecutive years: 2005 to 2020 (Professional Liability) (Thomson Reuters) Member, Blue Ribbon Panel.

"Lawyer of the Year, 2008"– New Jersey Law Journal (Dec. 24, 2008) with co-counsel on *In re Opinion 39 of the Committee on Attorney Advertising.*

Member, Supreme Court of New Jersey, Ad Hoc Committee on Attorney Malpractice Insurance.

www.Avvo.com (10 out of 10, legal malpractice)

OCCUPATION:

Consulting Practice: **Legal*Mal*practice.com, Inc.**
(Hackensack, NJ) (1995 to date)

V.P. and General Counsel, Consultant to lawyers, law firms, and professional liability insurance companies on legal ethics and legal malpractice (plaintiff and defendant); qualified as expert witness by courts in the field of legal malpractice, legal ethics and law firm billing standards and practices.

Law Practice: **Bennett J. Wasserman, PC**
(New York and New Jersey)
Hackensack, NJ 07601

Academic: **Hofstra University, Maurice A. Dean School of Law**
Hempstead, New York (1990-date).
Special Professor of Law (in Lawyer Malpractice).

Editor-in-Chief, "*Legal Malpractice Law Review:* Research, Resources and Expertise in the Law Governing Lawyers" (Oct. 2009 to date). https://www.legalmalpractice.com

PRIOR EMPLOYMENT:

Davis Saperstein & Salomon, PC (Teaneck, NJ and NYC) (2011-2019) Of Counsel and Chair, Legal Malpractice Law Section.

Stryker, Tams & Dill, L.L.P., (Newark, NJ and New York, NY) (2002-2010); Of Counsel.

Bennett J. Wasserman, P.C. (Hackensack, NJ and NYC) (1984-2001)

Partner and New Jersey counsel to Harry H. Lipsig, Esq., (Lipsig, Sullivan & Liapakis, P.C. New York, New York.) (1978 - 1983.)

Associate to Arnold B. Elkind, Esq., (Elkind, Lampson & Sable, Esqs., New York, New York), former Chairman of the National Commission on Product Safety (1974 - 1978.)

Merck & Co. (Merck Sharp & Dohme Div.); Professional Representative (pharmaceutical marketing) (1969-1971.)

Areas of Practice. Civil Litigation; Advocacy and Counseling in the law governing lawyers (legal malpractice, legal ethics; attorney advertising, attorney billing practices,) commercial transactions and commercial litigation; real estate litigation; real estate transactions, environmental law, family law, construction and land use and development, mortgage foreclosures; securities litigation; professional due diligence; health care law, medical liability; professional malpractice; commercial torts; general negligence; toxic torts; construction site accidents and construction defect litigation; railroad and product liability;

employment law, intellectual property, wills, trusts and estates, bank and securities fraud.

Responsibilities: case strategy development and implementation, investigation, discovery, motion practice, appeals, overall management of major litigation and appellate cases. Alternate Dispute Resolution.

Lead counsel to public and close corporations, municipal entities and individuals in major legal malpractice actions arising from botched commercial litigation and transactions, securities, intellectual property, family law, health care law and financing, real estate law and financing, land use and development, wills, trusts and estates, employment law, patent and trademark law, family law, tort litigation, ineffective assistance of counsel in criminal defense and breach of fiduciary duty.

Serve as consulting and/or testifying expert on behalf of litigants, law firms, lawyers and professional liability insurers.

Serve as defense counsel designated by select professional liability carriers in major legal malpractice cases.

Served as defense counsel in product liability, personal injury cases on behalf of Tokio Marine Insurance Company, the largest Japanese liability carrier insuring companies such as Panasonic, Honda, Matsushita Electronics Corporation and other liability insurance carriers.

Expert witness in the law governing lawyers, including legal malpractice, legal ethics, lawyer advertising and law firm billing practices, including consulting, case strategy, expert witness affidavits of merit, reports, testimony in depositions, trial and arbitration venues.

NOTEWORTHY MATTERS & FREQUENTLY CITED DECISIONS:

***Cantone Research, Inc. et al. v. Michael R. Gardner, Esq.* (App. Div. Docket No. A-2420-14T3, unpublished, Oct. 20, 2015) (Attorney of Record to Plaintiffs)** (New Jersey has an interest in asserting jurisdiction over a Pennsylvania lawyer not authorized to practice law in New Jersey who gives advice to New Jersey residents and businesses on New Jersey securities law.)

In re Opinion 39 of the Committee on Attorney Advertising, 197 N.J. 66, 961 A.2d 722 (2008) **(Attorney of Record-co-counsel for petitioners and intervenor/petitioners)** wherein the N.J. Supreme Court declared two of its own Rules of Professional Conduct unconstitutional as violative of commercial free speech.

Carbis Sales, Inc. et al v. Eisenberg, et al., 397 N.J. Super. 64, 935 A.2d 1236 (App. Div., 2007) (liability of designated defense counsel to his insurance carrier, net opinion rule) ***(Expert witness)***

Florentino v. Frank Rapoport, Saul Ewing, et. al, 693 A.2d 208 (Pa. Super.) app. denied. 1997 PA. 2323 (1997). (Negligence, contract and fiduciary duties of lawyer in commercial transaction) ***(Expert witness).***

Huber v. Watson, 568 N.W.2d 787 (Sup. Ct. of Iowa, 1997) (litigation malpractice, failure to name appropriate parties in underlying asbestos suit) ***(Expert witness).***

Vahila et. al. v. Charles D. Hall, III, et. al. 77 Ohio St.3d 421, 647 NE2d 1164 (1997) (Sup. Ct. of Ohio). (proving the case within a case in underlying criminal defense case with expert witness) ***(Expert witness).***

Profit Sharing Trust v. Lampf, Lipkind, et al. 267 N.J. Super 174, 180, 630 A.2d 1191 (Law Div., 1993). (Fiduciary duty of law firm to refrain from prohibited transactions with client under RPC 1.8) ***(Expert witness).***

Olds v. Donnelly, 291 N.J. Super. 222 (1996) *aff'd* 150 N.J. 424 (1997) ***(Expert witness)*** reverses *Circle Chevrolet Co. v. Giordano, Halleran & Ciesla* (which held entire controversy doctrine inapplicable to legal malpractice claims)

Estate of Re v. Kornstein, Veisz & Wexler, 958 F. Supp. 907 (SDNY 1997) (fiduciary duty of lawyer in the absence of negligence) ***(Expert witness).***

Sklodowsky v. Lushis, 417 N.J. Super 648, 11 A.3d 420 (App. Div. 2011) (entire controversy doctrine does not bar subsequent legal malpractice action) **(Expert witness)**

Higgins v. Thurber, 413 N.J. Super. 1, 992 A.2d 50 (App. Div. 2010) (entire controversy does not bar subsequent legal malpractice action in an estate case) **(Consulting Expert to Plaintiff);**

Dinter v. Sears, Roebuck & Co., 278 N.J. Super. 521 (1995). ***(Attorney of record).***

Kostick v. Janke, et al., 221 N.J. Super 37 aff'd 223 N.J. Super 311 (App. Div. 1988) ***(Attorney of Record).***

PUBLICATIONS:

"*The Ubiquitous Detailman...*" 1 Hofstra Law Review 183-213 (1973) -- reprinted in Paul D. Rheingold, DRUG LITIGATION, 3rd Edition (1981), and in PRECLINICAL AND CLINICAL TESTING BY THE PHARMACEUTICAL INDUSTRY, 1975, Joint Hearings before the Subcommittee on Health and Administrative Practice and Procedure of the Committee on the Judiciary, United States Senate, 94th Congress, pages 1258-1280; cited in Dixon, TREATISE ON DRUG PRODUCT LIABILITY, s.6.10, et seq.

SYMPOSIUM ON PRODUCT LIABILITY AND SAFETY, Volume II, Hofstra Law Review (1974), (Articles Editor and Coordinator.)

LAWYERS LIABILITY REVIEW (Timeline Publishing Co., Inc.) (Member of Advisory Board.)

Author, Proposed Amendment to N.J.S.A. 2A:13-4, endorsed by the New Jersey State Bar Association and introduced into the NJ Senate and Assembly (S-1925 & A-3063, March, 1997).

Wasserman, *The Circle Chevrolet Fallout Continues: Problems the Supreme Court Did Not Solve.* 149 N.J.L.J. 320 (July 28, 1997).

Wasserman, *Expert Witnesses in the Legal Malpractice Case: The New Jersey Experience* (reprinted from Understanding Legal Malpractice - NJ Institute for Continuing Legal Education, Dec. 1997).

Wasserman, *Lawyer Malpractice: The Difference Between Life & Death,* (Opinion & Commentary, N.J. Law Journal, June 26, 2000).

Wasserman et ano., *Legal Ethics: Getting Down to the Reason for the Rule* (New Jersey Law Journal. N.J. Supreme Court Year in Review 1999-2000 - 9/4/00).

Wasserman et ano., *Legal Ethics: Making Things Clear* (New Jersey Law Journal. N.J. Supreme Court Year in Review 2000-2001 – 9/3/2001.

Wasserman et ano., *Legal Ethics & Malpractice: Third Party Escrow Funds, Entitled to Same Protection as Client Trust Funds.* (New Jersey Law Journal. N.J. Supreme Court Year in Review, 2001-2002- 9/2/2002..

Wasserman et ano., *Legal Ethics & Malpractice: Court Reaffirms American-Rule Exception to Enforce Fiduciary Duty* (New Jersey Law Journal, N.J. Supreme Court Year in Review, 2002-2003.

Wasserman, *Legal Ethics & Malpractice: 'Suit Within A Suit is Not Required',* (New Jersey Law Journal, The State Supreme Court Year in Review, 2003-2004.

Wasserman, *Legal Ethics & Malpractice: Advice on Asset Protection Could Land Lawyers in Hot Water* (New Jersey Law Journal, The State Supreme Court Year in Review, 2004-2005).

Wasserman, *Legal Ethics & Malpractice: Missing Evidence Prompts Negative Inference* (New Jersey Law Journal, The State Supreme Court Year in Review, 2005-2006).

Wasserman, *Professional Malpractice: Where Were the Lawyers?, Aiding and Abetting Breach of Fiduciary Duty,* (New Jersey Law Journal, January 22, 2007.)

Wasserman, *Own Up to Mistakes,* (New Jersey Law Journal, The State Supreme Court Year in Review, 2006-2007.)

Wasserman, *Professional Malpractice: Holding Lawyers Accountable for Bad Settlements.* (New Jersey Law Journal, January 21, 2008) Professional Malpractice Supplement, (lead article)

Wasserman, *Way to Cut Quality of Lawyering: Cut Deadline for Malpractice Suits,* New Jersey Law Journal, Commentary, April 28, 2008).

Wasserman et ano., *The Enormity of Our Fiduciary Duty,* New Jersey Law Journal, The Supreme Court Year in Review, Legal Ethics and Malpractice, 2007-2008).

Wasserman, *Decries State Bar's Support for Shortening Legal Malpractice Statute of Limitations,* New Jersey Law Journal, December 8, 2008, "Voice of the Bar" p.12-13.

Wasserman, et ano., *Professional Malpractice: Two Views of the Saffer Fee-Shifting Rule: There is a Professional Duty to Support the Rule,* New Jersey Law Journal, January 19, 2009) p. 1.

Wasserman, *The Professional Services Business Enhancement Act: Myths, Realities and Prospective Problems,* Report to Members of the New Jersey General Assembly and Senate, January 28, 2009.

Wasserman, *What if Bernie Madoff Were a New Jersey Lawyer?,* New Jersey Law Journal, Commentary, May 11, 2009, p. 23.

Wasserman, et ano. *At the Crossroad of Constitutionally Protected Free Speech and the Rules of Professional Conduct,* New Jersey Law Journal, Supreme Court Year in Review Sept. 7, 2009).

Wasserman, et ano., *Mandatory Legal Malpractice Insurance: The Time has Come.* New Jersey Law Journal, Professional Malpractice Supplement, January 14, 2010.

Wasserman, *What if Goldman Sachs Were a New Jersey Law Firm?*
New Jersey Law Journal, Commentary, May 17, 2010.

Wasserman, et ano. *Settle and Sue is Here to Stay,* New Jersey Law Journal, Supreme Court Year in Review, September 6, 2010).

Wasserman, et ano., *It is Reaffirmed: Entire Controversy Doctrine Does Not Bar a Subsequent Malpractice Action.* (New Jersey Law Journal, Supreme Court Year in Review, September 6, 2011).

Wasserman, et ano., *A Full Course Feast for the Law Governing Lawyers.* (New Jersey Law Journal, Supreme Court Year in Review, September 3, 2012).

Wasserman, *Recovering Damages in Legal Malpractice Cases,* (New Jersey Law Journal Professional Malpractice Supplement, January 21, 2013) (lead article).

Wasserman, *On Being an Expert Witness in Legal Malpractice Cases,* (N.J. Institute for Continuing Legal Education, March, 2013).

Wasserman, *Breach of Fiduciary Claims Under RPC 1.5 (a): Beware the "Sleeping Tiger".* Chap 24 & 25 in PLI ETHICS IN CONTEXT: SUMMER 2013 (Practicing Law Institute, NYC, 2013)

Wasserman, *All Clients Deserve Protection from Professional Negligence, A Call for Universal Mandatory Legal Malpractice Insurance in New Jersey.* (New Jersey Law Journal: Professional Malpractice Supplement, January 20, 2014. (lead article). (Endorsed by the Board of Editors of the New Jersey Law Journal, Editorial, *Mandatory Insurance for Lawyers,* January 31, 2014)

Wasserman, *et ano., Judicial Integrity and Public Confidence Are Court's Primary Concerns This Term,* (New Jersey Law Journal, Supreme Court Year in Review, Legal Ethics and Malpractice Sept. 2014).

Wasserman, *Court Approves Lawyers' Use of Trade Names*, (New Jersey Law Journal, Supreme Court Year in Review, Sept. 24, 2015);

Wasserman, *Time to Say Good-bye to the 'Suit Within a Suit'*, (New Jersey Law Journal, Professional Malpractice Supplement, January 18, 2016).

Wasserman, *The 'Innes' Case: Another Reason to Keep 'Saffer v. Willoughby' Alive*, (New Jersey Law Journal, Commentary, May 16, 2016, p. 27).

WORK IN PROGRESS:

LAWYER MALPRACTICE: Cases & Materials https://www.legalmalpractice.com

Legal Malpractice Law Review: Research, Resources and Expertise in the Law Governing Lawyers https://www.legalmalpractice.com

EDUCATION:

Hofstra University School of Law, Hempstead, N.Y.
– J.D. *cum laude*, 1974.
– Hofstra Law Review, Articles Editor.
– Dean's Citation for Excellence in Trial Advocacy.
– Class Rank: 13th of 165.

Hunter College, New York City.
– B.A., 1968.; M.A., 1971.

MISCELLANEOUS:

–Designed "LAWYER MALPRACTICE" course curriculum for law school level at Hofstra University School of Law, Hempstead, New York and other law schools.

–Testified before the United States Senate, Subcommittee on Health (Edward M. Kennedy, Chairman), regarding the need for improvement in the law pertaining to the marketing of pharmaceutical products (1974).

–Interviewed by trade journals concerning developments in product liability law (e.g., Chemical Business, February 8, 1982.)

–Served on Bar Association Committees studying topics in law and medicine and multi-state practice of law.

–Lectured before Bar Association and community groups on trial advocacy and legal ethics.

–Guest lecturer on legal malpractice at:

- University of Liverpool (Cayman Island) Law School (1995, '96, '98, '99, 2002)

- Rutgers University School of Law (Newark, New Jersey, 1996)
-New York Law School (New York, N.Y., April, 2006).

–Lecturer & Panelist "Avoiding Malpractice", Continuing Legal Education Program, Bucks County (PA.) Bar Association (November 1995.)

–Co-Moderator & Panelist, "The Malpractice Explosion", Lexis Counsel Connect on-line seminary (November 1995.)

--Moderator, "Circle Chevrolet: Pitfalls of Legal Malpractice", Counsel Connect on-line seminary (April-May 1996). Reprinted in New Jersey Law Journal Supplement July 1, 1996.

--Faculty, "Ethical and Legal Malpractice Considerations in the Electronic Information Revolution, ATLA-NJ Education Foundation (January 1997).

--Faculty, "Understanding Legal Malpractice", N.J. Institute for Continuing Legal Education. Topic: "Expert Witnesses in the Legal Malpractice Case" (December, 1997).

--Lecture, "The Impact of the Entire Controversy Doctrine on Legal Malpractice" Bergen County Bar Association (9/12/96)

--Lecture, "The Entire Controversy Doctrine: How Wide and How Deep the Black Hole?" Bergen County Bar Association (10/24/96).

--Lecture, "Pitfalls of Legal Malpractice" Bergen County Bar Association (11/29/2001)

--Lecture & Panelist, "Practical Aspects of *Circle Chevrolet's* Impact Upon Legal Malpractice Claims", New Jersey State Bar Association, Annual Meeting, (5/16/97).

--Lecture & Panelist, "Ethics for Litigators and Trial Lawyers", Conflicts of Interest, New York State Bar Association, CLE (November 4 & 18, 2005).

--Lecture & Panelist, 8th Annual New Jersey Trust & Estate Law Forum, 2006, "A Word to the Wise: Keeping Current on Trust and Estate Legal Malpractice Trends and Issues". New Jersey Institute for Continuing Legal Education, Sept. 13, 2006.

--Lecture, "When Ethical Violations Become Malpractice" ATLA-NJ Meadowlands Seminar, October 21, 2007;

--Lecture, "Ethics Here, Ethics There, Ethics, Ethics Everywhere (NJ State Bar Association Public Utility Law Committee/NJ Institue of Continuing Legal Education, April 9, 2010);

--Panel Member, "Teaching Tomorrow's Lawyers to Avoid Legal Malpractice: A Roundtable Discussion (American Bar Association, National Legal Malpractice Conference, Washington, DC April 15, 2010).

--Panel Member & Presenter, "Is It Ethical"? (New Jersey Association for Justice, Meadowlands Seminar 2011, November 11, 2011).

--Lecturer, "Legal Malpractice: The Good, the Bad, the Future" (New Jersey Association for Justice, Meadowlands Seminar 2011, November 11, 2011).

--Lecturer, "Legal Ethics Violations and Legal Malpractice" (New Jersey Association for Justice, Meadowlands 2011, November 11, 2011).

--Lecturer and Panel Member, "Legal Ethics Update: 2012" (New Jersey Association for Justice, Meadowlands, 2012, November 16, 2012).

--Speaker, "2013 Legal Malpractice Update: Getting the Most out of your Expert". (N.J. Institute for Continuing Legal Education, March 16, 2013)

--Presenter, "Legal Malpractice: Getting the Most out of Your Expert Witness" (American Board of Professional Liability Attorneys, Annual Meeting, 2013, New Orleans, LA, April 26, 2013).

--Lecturer *Breach of Fiduciary Claims Under RPC 1.5 (a): Beware the "Sleeping Tiger"*. PLI ETHICS IN CONTEXT: SUMMER 2013 (Practicing Law Institute, NYC, August 13, 2013)

--Presenter, *"To Be or Not to Be: The Legal Malpractice Expert"* ASSOCIATION OF PROFESSIONAL RESPONSIBILTY LAWYERS (APRL), February 2, 2015 (Houston, TX)

-Presenter, *"Preventing, Asserting and Responding to Legal Malpractice Claims"*. Seton Hall University Law Circuit Review, February 10, 2015.

Commentator, *"Lawyers as Targets: Suing, Prosecuting and Defending Lawyers"* Institute for the Study of Legal Ethics, Maurice A. Deane School of Law, Hofstra University, April 1, 2015

--Featured in Forbes Magazine, May 22, 2006 (On the Docket: "Getting Theirs")

--Appeared on radio talk shows with Barry Farber and television documentaries with Geraldo Rivera concerning cases of public interest relating to tort law.

--Received newspaper coverage on numerous matters being actively litigated in the courts.

--On-going participation in continuing legal and alternate dispute resolution education courses.

--Founded the Multi-State Bar Association, an organization seeking to foster the growth of the multi-state practice of law.

--Awarded "Distinguished Alumni Medal" Hofstra University Law School, June 1985.

--Personal interest in environmental law, municipal finance, municipal bonds, securities and bank fraud and related legal and investment issues.

--Real Estate Broker, State of New York (Lic. # 691079).

REFERENCES: --Upon request.

TESTIMONY LOG
Of
BENNETT J. WASSERMAN, ESQ.
2016-2023

CASE NAME	COURT/ VENUE	DOCKET NO.	DATE	DEP (D) or TRIAL (T)
Dist XII Ethics Comm. v. Steinberg	NJ Supreme Court	Dkt. XII-2014-0010E	1/23/2016	T
Smith v. Burr	Superior Ct NJ	HUD-L-1599-15	9/7-8/2016	T
Sparta v. Fanburg	Superior Ct NJ	SSX-L-3276-13	1/17/16	D
Nobis v. Belmonte	Superior Ct NJ	UNN-L-3595-14	6/29/16	D
Auerbach v. Delgatto	Supreme Ct. NY	669908/2015	11/01/16	T
Fichtman v. Jacobs	4th Jud Dist. Nassau Cnty FL	14-CA-168	4/21/17	D
Elgohail v. Benedetto	Superior Ct NJ	MON-C-51-13	12/26/17	D
Diaz v. Arzadi	Superior Ct NJ	MID-L-6740-16	7/20/18	D
Paramount Transp. v. Lasertone Corp.	Supreme Ct NY	28695/2006	7/24/18	T
Dippolito v. Nugent	Superior Ct NJ	CAM-L-4605-14	10/30/18	T
Meral v. Brewster Morhous	Cir. Ct. Mercer Cnty WV	17-C-303	12/7/18	D
Luciano v. Adubato, et al	Superior Ct NJ	HUD-L-2359	3/31/19	D
Kaminsky v. Brenner	Civ. Ct. NY	55991/2011	8/5/19	T
Rappaport v Pasternak	Superior Ct of NJ	BER-L-77-19 Arbitration before Chief Justice James Zazzali	1/9/20 2/12/20	D T
Yerkes v. Anapol	U.S. Dist. Ct. DNJ	17-cv-02493-JBS-AMD	3/16/20	D

CASE NAME	COURT/ VENUE	DOCKET NO.	DATE	DEP (D) TRIAL (T)
MHA v Brach Eichler	Superior Court of NJ/ Hudson County	HUD-L-4864-16	3/24/21	D
Caper v. Foley Lardner	Superior Court MA/ Suffolk County	16-cv-1986	4/1/21	D
Murray ex. of Ludorf v. Pollack and Flanders, LLP	Superior Court/MA Middlesex County	1681 cv 00576	8/26-8/31/21	T
Groisman v. Zwick	U.S. District Ct. EDNY	16-CV-1369	6/23/2022	D
Martin Law Firm, LLC v. Kirk Loury	Superior Court of NJ/Burlington County	BUR-L-1528-19	1/4/2023	D
Wolff v. Kassem	Superior Court of NJ/Bergen County	BER-8831-18	3/10/2023	D