

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

IN THE PROBATE COURT
CASE NO.: 2022-ES-40-01762

IN THE MATTER OF: THE ESTATE)
OF ELLIOTT PALMER)

RENEE PALMER,)
)
Petitioner,)

ORDER RATIFYING MEDIATION
AGREEMENT AND APPOINTING
PERSONAL REPRESENTATIVE

vs.)

JANET PALMER-CARRI, ROSETTA)
WILLIAMS, ALIYA PALMER,)
BOBBY PALMER, HENRIETTA)
PALMER, LAVERNE SMITH, AND)
MICHAEL PALMER,)
Respondents.)

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AUG 15 2024

SC Court of Appeals

AMY W. MCCULLOCH
PROBATE JUDGE
RICHLAND COUNTY, S.C.

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FILED

THIS MATTER COMES BEFORE THE COURT upon the filing of a Verified Summons and Petition for Formal Appointment, and Supplemental Petition for Formal Appointment and Will Contest regarding the estate of Elliott Palmer (hereinafter also “the Decedent”). Gregory E. Parker, Jr. (hereinafter also “Mr. Parker”), attorney for Renee Palmer (hereinafter also “Renee” or “Petitioner”), filed the pleadings on September 19, 2022. In her Petition, Renee alleged that the Last Will and Testament, dated May 7, 2020, was invalid based on lack of proper execution, lack of testamentary capacity, undue influence/duress, and lack of testamentary intent/mistake. Renee also requested a determination by the Court that the Decedent’s estate should be administered pursuant to the laws of intestacy and requested that the Court appoint her as Personal Representative of the Decedent’s estate.

The interested parties in this matter are Renee Palmer, daughter of the Decedent; Janet Palmer-Carri, daughter of the Decedent; Aaliyah Palmer, granddaughter of the Decedent; Laverne Smith, the significant other of the Decedent; Bobby Palmer, Henrietta Palmer, and Michael Palmer, the brother, sister-in-law, and nephew of the Decedent; and Rosetta Williams, step-daughter of the Decedent.

All statutory parties were served with the pleadings. T. Jeff Goodwyn, Jr. (hereinafter also “Mr. Goodwyn”), attorney for Respondent Laverne Smith (hereinafter also “Laverne”), timely filed an Answer. The other Respondents did not file a response. Petitioner filed an Affidavit of Default against Respondents Bobby Palmer and Henrietta Palmer on November 16, 2022; Respondents

Rosetta Palmer and Michael Palmer on November 22, 2022; and Respondent Janet Palmer-Carri on May 31, 2023. Mediation was scheduled for and held on May 31, 2023. Thomas E. Lydon, Esq. served as the mediator by agreement of the participating parties. All parties were sent a Notice of Mediation inviting them to participate. Present at the mediation were: Renee Palmer, and her attorney Gregory E. Parker, Jr., and Mr. Parker's associate Jordan Kemmerlin, Esq.; Laverne Smith, Bobby Palmer, and Michael Palmer, all represented by attorney T. Jeff Goodwyn, Jr.; and Janet Palmer-Carri. Aaliyah Palmer and Rosetta Williams were available by phone. Janet Palmer-Carri, while present, did not participate in mediation. The Court was made aware that Ms. Palmer-Carri made it clear to Mr. Lydon and Mr. Parker that she would not agree to anything under any circumstances. Henrietta Palmer was not present, but her interests were represented by her attorney Mr. Goodwyn, and her husband, Bobby Palmer, and son, Michael Palmer.

The Mediation resulted in a Mediation Settlement Agreement (hereinafter "the Agreement") which was executed by all necessary parties and filed with the Court on June 5, 2023, and attached as Exhibit "A" and incorporated herein by reference. The parties have requested formal approval by the Court of the Agreement. Therefore, the purpose of this Order is to ratify the Agreement.

After reviewing the entire record and all documents submitted, the Court makes the following:

FINDINGS OF FACT AND CONCLUSIONS OF LAW

1. Elliott Palmer died on July 25, 2022, as a resident of Richland County, therefore the Probate Court of Richland County has subject matter jurisdiction of this proceeding, pursuant to S.C. Code Ann. § 62-1-302, 1976, as amended.
2. Venue for this proceeding is proper in Richland County, pursuant to S.C. Code Ann. § 62-3-201, 1976, as amended.
3. At the time of his death, Decedent was not married, and he had two (2) children: Renee Palmer and Janet Palmer-Carri. He was preceded in death by one (1) daughter, Brenda Palmer. Brenda Palmer had one daughter, Aaliyah Palmer, the Decedent's granddaughter.
4. The Decedent's Last Will and Testament dated May 7, 2020, (hereinafter also "Will") was filed with the Richland County Probate Court on August 24, 2022, but was not admitted to Probate. The Will devises and bequeaths all of the Decedent's property, personal and real, in equal shares to Renee Palmer, Rosetta Williams, Janice Palmer (a/k/a Janet Palmer-Carri), Aaliyah Palmer, Henrietta Palmer, Bobby Palmer, and Laverne Smith.
5. Michael Palmer was nominated as Personal Representative in the Will and he filed a



Renunciation of Right to Administration, Nomination, and Waiver of Bond on August 24, 2022, in which he renounced his right to serve as Personal Representative, nominated Renee Palmer to serve as Personal Representative, and agreed to waive bond.

6. Renee Palmer filed a formal Summons and Petition for Appointment and Supplemental Petition for Formal Appointment and Will Contest on September 19, 2022.
7. All interested parties were properly served with the Summons and Petition and Supplemental Petition, as evidenced by the Affidavits of Service and/or Certified Mail Return Receipts with Restricted Delivery in the Court's file. All parties were provided an opportunity to participate in the litigation and mediation. The Court specifically notes the opportunity given to Janet Palmer-Carri to participate in mediation, and the statements made to Mr. Parker and Mr. Lydon that she would not agree to anything under any circumstances, which were reported to the Court by Mr. Parker, as an officer of the Court.
8. The Agreement was signed by Renee Palmer, and her attorney Gregory E. Parker, Jr.; Bobby Palmer, Michael Palmer, Laverne Smith, and Henrietta Palmer, and their attorney T. Jeff Goodwyn, Jr. The signatures of Janet Palmer-Carri, Rosetta Williams, and Aaliyah Palmer were not necessary as they did not file a response to the formal action. Further, as referenced in Paragraph Eleven (11) of this Order, the shares to be received by them under the Will were preserved and not changed by the Agreement.
9. Pursuant to the Agreement, the participating parties agreed that Petitioner would withdraw her Causes of Action related to the Will Contest, specifically the First, Second, Third, and Fourth Causes of Action as outlined in the Supplemental Petition, leaving only the Fifth Cause of Action which requests the appointment of Renee Palmer as Personal Representative. In the Agreement, the participating parties agreed to the Appointment of Renee Palmer as Personal Representative.
10. A Stipulation of Dismissal was filed with the Probate Court on June 5, 2023, which dismissed all causes of action as outlined in Paragraph Nine (9) of this Order, effectively consummating the Petitioner's agreement to withdraw any challenge to the Decedent's 2020 Will.
11. The parties further agreed to admit the Last Will and Testament, dated May 7, 2020, to probate. Pursuant to S.C. Code Ann. § 62-3-912, Renee Palmer, Bobby Palmer, Henrietta Palmer, and Laverne Smith agreed to alter their shares as is further outlined in the Agreement. The shares that Janet Palmer-Carri, Rosetta Williams, and Aaliyah Palmer were entitled to under the May 2020 Will were not altered by the Agreement.

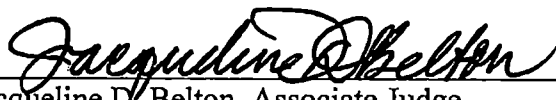


12. Michael Palmer executed an Application for Informal Probate of Will and Appointment, which was filed on June 5, 2023, requesting that the May 7, 2020 Last Will and Testament already on file with the Probate Court be admitted to Probate and that Renee Palmer be appointed as the Personal Representative.
13. As outlined above in Paragraph Five (5), Michael Palmer previously filed a Renunciation/Nomination and Waiver of Bond. Therefore, Renee Palmer has priority to serve as Personal Representative of the Estate of Elliott Palmer without bond. The Will of Elliott Palmer also states that no "Executor, Executrix, or substitutes therefore" should be required to obtain bond.
14. The parties further agreed that Renee Palmer, as Personal Representative, is entitled to take a five percent (5%) fee as provided under S.C. Code Ann. § 62-3-719 and as outlined in the Agreement.
15. The Court finds that the remaining terms of the Agreement are fair and reasonable, and that the Agreement was entered into by the participating parties knowingly and voluntarily, and with the availability and advice of counsel.

THEREFORE, IT IS HEREBY ORDERED:

- A. That the agreement of the parties as set forth in the filed Mediated Settlement Agreement is reasonable and, therefore, should be and is hereby ratified. A copy of the Agreement is attached hereto as Exhibit "A" and its terms are incorporated herein by reference.
- B. The Last Will and Testament dated May 7, 2020, is informally admitted to probate without the need for a hearing.
- C. Renee Palmer is appointed to serve as Personal Representative of the Estate of Elliott Palmer without the need for bond and shall administer the Estate in accordance with the terms of the Agreement and the South Carolina Probate Code. The Court reserves the right to require bond at a later time if it determines bond to be appropriate and necessary.

AND IT IS SO ORDERED.



Jacqueline D. Belton, Associate Judge
Richland County Probate Court

June 5, 2023
Columbia, South Carolina