

IN THE STATE OF SOUTH CAROLINA
In the Circuit Court

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APPEAL FROM RICHLAND COUNTY
PROBATE COURT

SC Court of Appeals

Amy W. McCulloch, Probate Court Judge

Estate Case No.: 2020-ES-40-00392
Case No. 2023-CP-40-00573
Appellate Case No.: 2024-000234

In the Matter of the Estate of Adell Thompson Adams

Constance Washington,..... Appellant,

v.

Adrian E. Adams, as Personal Representative for the Estate of Adell T. Adams,.....Respondent.

RECORD ON APPEAL

T. Jeff Goodwyn, Jr.
Goodwyn Law Firm, LLC
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Columbia, SC 29205
(803) 251-4517
(803) 251-4527 Facsimile
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Attorney for Appellant

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IN THE STATE OF SOUTH CAROLINA
In the Circuit Court

APPEAL FROM RICHLAND COUNTY
PROBATE COURT
Amy W. McCulloch, Probate Court Judge

The Honorable George M. McFaddin, Jr. Circuit Court Judge Presiding

Estate Case No. 2020-ES-40-00392
Case No. 2023-CP-40-00573

In the Matter of the Estate of Adell Thompson Adams:
Constance Washington,
Appellant,

v.

Adrian E. Adams, as Personal Representative for the Estate of Adell T. Adams,
Respondent.

Opinion Number _____
Heard October 27, 2023, Filed _____

ORDER

Thomas Jefferson Goodwyn, Jr. of Columbia, SC, attorney for Appellant.

Soraya Martial-Wright, of Rock Hill, SC, attorney for Respondent.

THE ISSUE ON APPEAL

The question before the Court is, "Did the Probate Court err as a matter of law in finding that Appellant failed to file a Petition for Allowance of her creditor's claim when the Notice of Disallowance was not timely filed and was unsigned."

FACTUAL/PROCEDURAL BACKGROUND

The history of Appellant Constance Washington's claim began when she filed a Complaint on October 31, 2012 in Magistrate Court in Richland County, SC (Defendant's R. pp 3-9) against Adell Adams alleging money owed on an alleged verbal contract for "home health care" services from May to August, 2009, following a surgery Adell Adams had in May, 2009. Multiple attempts at service by Sheriff went unserved. A private process server served Adell Adams on February 5, 2013 and she filed her answer with the Magistrate on March 8, 2013 (Defendant's R. pp 10-13).

A hearing on the Complaint was held on April 1, 2013. The Magistrate Court found in favor of Constance Washington in the amount of \$500.00 plus court costs of \$80.00 (Defendant's R. pp 14-19). Mrs. Adell Adams paid the judgment in full on April 30, 2013 to the Magistrate (Defendant's R. pp 20-22). Constance Washington then signed for and picked up her payment of \$580.00 on May 8, 2013 at the Magistrate's Office (Defendant's R. pp 23-24).

Also on April 30, 2013, Constance Washington filed an Appeal from the Magistrate Court's Order in the Richland County Circuit Court (Defendant's R. pp 25-30), citing an error in the calculation of liquidated damages, stating that the liquidated damages should be \$7,500.00, because the Magistrate Court had "ruled that Defendant was in default and as a result, Defendant admitted all of the allegations in Plaintiff's complaint." Constance Washington attached to her Notice of Appeal only one page of the five page Order of the Magistrate Court Judge, the Honorable Tomothy C. Edmond, which page was entitled, "Notice of Default Judgment" (Defendant's R. pg 30). The remainder of the Magistrate Court Order states that the matter was tried on April 1, 2013 and that the Judge had ruled in favor of the Plaintiff in the amount of \$580.00 (Defendant's R. pp 14-18).

The Honorable Magistrate Judge Tomothy C. Edmond filed an Answer to the Notice of Appeal on May 31, 2013 (Defendant's R. pp 31-34) citing facts of the Magistrate Court case, including, "It appeared that there was no contract or amount agreed upon, and based on the testimonies of all parties involved a judgment of five hundred (500) dollars was granted in favor of the plaintiff plus the court costs of eighty (80) dollars for a total of five hundred eighty (580) dollars. The Defendant paid the \$580 in full and it was received by the plaintiff on May 8, 2013" (Defendant's R. pg 34).

A hearing was held in the Circuit Court of Appeals case on March 15, 2019, nearly six years later. An Order was entered on March 20, 2019 (Defendant's R. pp 35-39), reversing the amount of the judgment and ordering Appellant be granted judgment in the amount of the liquidated damages of \$7,500.00 against Adell Adams.

An Execution was issued on November 1, 2019 (Defendant's R. pp 40-43) and a Motion for Supplemental Proceedings on January 10, 2020 (Defendant's R. pp 44-47), in an attempt to execute on Adell Adams' property. On January 14, 2020, a Rule to Show Cause and Order for Supplemental Proceedings was filed (Defendant's R. pp 48-52).

The Rule to Show Cause and Order provided that the matter be referred to Richland County Master in Equity, Joseph M. Strickland, for further proceedings and that Adell Adams appear before the said Master in Equity on February 10, 2020, at 11:30 a.m., at the Richland County Courthouse, in Columbia, South Carolina. Constance Washington did not execute on the Circuit Court Appeals Judgment prior to Adell Adams' passing.

Adell T. Adams died on February 19, 2020.

Respondent Adrian E. Adams was named as Personal Representative in Adell Adams' Last Will and Testament, and was duly appointed in Adell Adams' Estate on May 11, 2020. Appellant Constance Washington filed a Statement of Creditor's claim in decedent's estate case on May 20, 2020 in the amount of \$7,500.00 (Defendant's R. pp 53-54).

Respondent, pro se at the time, filed a Notice of Allowance/Disallowance of Creditor's Claim (the "Notice of Disallowance") on November 8, 2021 (Defendant's R. pp 61-62), disallowing the Appellant's claim in full. Respondent also filed a Proof of Delivery on November 8, 2021 stating that he had mailed a copy of the Notice of Disallowance to the attorney for the Appellant. Respondent's Notice of Disallowance contained a thirty day warning, Pursuant to 62-3-806(a) that her claim will be barred to the extent disallowed unless the claimant

commences a proceeding for allowance of the claim in accordance with Section 62-3-804(2) within thirty days of the mailing or other service of the notice of disallowance or partial disallowance.

More than three months later, the attorney for the Appellant sent a letter to the Personal Representative dated February 16, 2022 (Defendant's R. pp 63-64), acknowledging receipt of the Notice of Disallowance and Proof of Delivery. Appellant's Attorney filed this letter with the Probate Court on February 20, 2022. In his letter, the attorney for the Appellant took the position that the Notice of Disallowance was not valid since: (a) the Personal Representative had not signed the Notice of Disallowance, (b) there was no reason given for the disallowance of the claim, and (c) the Notice of Disallowance was filed outside the maximum time allowed under South Carolina Code (Defendant's R. pg 64). The attorney for the Appellant further took the position that no response to the Notice of Disallowance was required (Defendant's R. pg 64). The attorney for the Appellant stated in his February 16, 2022 letter, "Ms. Washington maintains her right to be paid in full for the judgment plus all applicable interest from the estate proceeds prior to the closing of the estate" (Defendant's R. pg 64).

The attorney for the Appellant did not file a Petition for the Allowance of the claim within thirty days of receiving the Notice of Disallowance, pursuant to Section 62-3-804(2).

The Probate Court noticed and scheduled a closing hearing for July 21, 2022.

Respondent's attorney filed a Notice of Appearance in the probate case on July 20, 2022 and requested an extension of the closing hearing date. The extension was granted with a new due date of August 22, 2022 to complete the documents to close the estate. Respondent's attorney requested a second extension which was granted with a new due date of October 14, 2022.

Respondent's attorney filed the required closing documents to complete the estate administration on October 24, 2022, including a Notice of Right to Demand a Hearing, Final Accounting, Proposal for Distribution (proposing no distribution to Appellant), Application for Settlement and Proof of Delivery of mailing the closing documents to Appellant's attorney.

On November 4, 2022 Appellant's attorney filed a Demand for Hearing and a hearing was held on December 20, 2022.

Based on documents filed in the case and submitted by all parties, testimony of the parties and the arguments of Counsel, the Probate Court's Order was filed on January 10, 2023

(Defendant's R. pp 72-76). The Probate Court denied Appellant's claim, ordering in pertinent part, but not limited to:

- a. The Respondent's Notice disallowing Appellant's claim "is not invalidated because it is not signed. Nothing in the code supports this argument." The Notice of Disallowance filed with the Court was signed and "is the controlling document" (Defendant's R. pg 75 paragraph 5).
- b. "Nothing in the code requires a reason for the Disallowance. The form itself states this is optional. Therefore, failure to state a reason does not invalidate" the disallowance of Appellant's claim (Defendant's R. pg 75 paragraph 6).
- c. "The time period for the Allowance or Disallowance of Claims in SC Code § 62-3-806(a), is a duty placed on the Personal Representative for the Court and the timely administration of the Estate. There is no available consequence for a creditor to claim or ask for as a result of the delay, other than a Petition for Performance or a Petition for Removal of the Personal Representative" (Defendant's R. pg 75 paragraph 7).
- d. "The Court is authorized to extend the time for Allowance or Disallowance of Claim for good cause shown as described in SC Code Ann. § 62-3-806(a)" and an extension was granted (Defendant's R. pp 75-76 paragraphs 8-12) (Defendant's R. pp 55-60).
- e. The Notice of Disallowance of Appellant's claim, filed "outside the time period of fourteen (14) months from the death of Decedent required by SC Code § 62-3-806(a) does not invalidate the action of Disallowance of the Claim" (Defendant's R. pg 76 paragraph 13).
- f. Code § 62-3-806(a) and the Notice of Disallowance of Appellant's claim received by Appellant's attorney, "require the filing of a Summons and Petition for Allowance of Claim with the payment of \$150.00 within thirty (30) days of the mailing of the form." (Emphasis in original Order) (Defendant's R. pg. 76 paragraph 14).
- g. Code § 62-3-806(a) and the Notice of Disallowance of Appellant's claim received by Appellant's attorney, "warn that if the creditor does not file a Summons and Petition for Allowance of Claim with the payment of \$150.00 within thirty (30) days of the mailing of the form, their claim will be forever barred." (Emphasis in original Order) (Defendant's R. pg 76 paragraph 15).

h. The attorney for the Appellant “failed to timely commence a proceeding for Allowance of the Claim in accordance with Section 62-3-804(2) and therefore the claim is forever barred” (Defendant’s R. pg 76 paragraph 16).

The attorney for Appellant filed a Petition for Allowance of Claim on January 5, 2023 (Defendant’s R. pp 65-71), more than one year after receiving Respondent’s Notice of Disallowance containing the thirty day warning. The Probate Court dismissed this action in its January 10, 2023 Order (Defendant’s R. pg 75 paragraph 17).

The Appellant filed a Motion to Reconsider on January 20, 2023 (Defendant’s R. pp 77-84), which was denied (Defendant’s R. pp 85-86).

The attorney for Appellant did not at any time file a Petition for Performance or a Petition for Removal of the Personal Representative as a course of action for his client, the creditor, and Appellant herein, when receipt of the Respondent’s Notice of Disallowance was outside the time limit of fourteen months.

ISSUES PRESENTED

- I. Was Respondent’s Notice of Disallowance, disallowing Appellant’s claim invalidated because the copy she received was not signed?
- II. Was Respondent’s Notice of Disallowance of Appellant’s claim invalidated because a reason for the disallowance was not given?
- III. Was Respondent’s Notice of Disallowance of Appellant’s claim invalidated because it was filed outside the time period of fourteen (14) months from the death of Decedent required by SC Code § 62-3-806(a)?

LAW/ANALYSIS

- I. The Notice of Disallowance Appellant received was unsigned; however, this fact does not render the Notice of Disallowance invalid. As the Probate Court stated in its January 10, 2023 Order, “Nothing in the Code supports this.” The copy filed with the Probate Court was signed, and is the controlling document (Defendant’s R. pg 75 paragraph 5).

II. Appellant cites that no reason was given for the disallowance of her claim and that there “would have been no valid reason for the Court to have disallowed a valid judgment obtained against the Decedent during the Decedent’s lifetime.” Respondent prepared and filed the Notice that disallowed the claim and it was up to the creditor to petition for its allowance. The Court didn’t disallow the claim, except to rule in its January 10, 2023 Order that the claim was, “forever barred” by the Code (Defendant’s R. pg 75 paragraphs 15-16). As stated on the Form 372 ES Notice of Allowance/Disallowance of Creditor’s Claim, a reason for the disallowance is optional (Defendant’s R. pg 62) and not required to be given, and is certainly not a reason for it to be deemed invalid.

III. While the Code does not specifically address consequences available to creditors whose claims are disallowed outside of the time limits, the Code does provide a very specific mechanism, a strict timeline, and consequences to creditors when a Notice of Disallowance is served on the creditor. The Code refers to it as a “warning.” In fact, Section 62-3-806(a) provides strong, even repetitive, language as follows (emphasis supplied):

A notice of disallowance or partial disallowance of a claim must contain a warning that the claim will be barred to the extent disallowed unless the claimant commences a proceeding for allowance of the claim in accordance with Section 62-3-804(2) within thirty days of the mailing or other service of the notice of disallowance or partial disallowance. Every claim which is disallowed in whole or in part by the personal representative is barred so far as not allowed unless the claimant commences a proceeding for allowance of the claim in accordance with Section 62-3-804(2) not later than thirty days after the mailing or other service of the notice of disallowance or partial disallowance by the personal representative.

Clearly, the Code places the burden on the creditor to timely file a creditor’s claim. The Code further places the burden on the creditor to file a timely petition for allowance, when a claim has been disallowed—regardless of whether the disallowance was outside of the time limit.

The Code doesn’t direct the Personal Representative to file a motion for extension to extend the time to file a Notice of Allowance/Disallowance outside the fourteen month timeframe.

The Code provides in § 62-3-806(a) that “for good cause shown, the court may reasonably extend the time for filing the notice of allowance or disallowance of a properly filed

claim.” Thus, the Probate Court has discretion to extend the time for Personal Representatives to file Notices of Disallowance of claims.

Appellant’s claim in Probate Court was first disallowed by the Personal Representative. Appellant’s claim then was then barred by the failure of the Appellant herself to properly present her alleged claim in Probate Court by filing a timely Petition for Allowance. She could have done so within thirty days of receiving the Notice of Disallowance of her claim, regardless of how long the Personal Representative took to file the Notice of Disallowance to begin with. Appellant’s claim was further barred by the Probate Court’s January 10, 2023 Order forever barring the claim.

CONCLUSION

We find that the Probate Court did not err in finding that Appellant failed to file a Petition for Allowance of her creditor’s claim when the Notice of Disallowance was not timely filed, and was unsigned.

The Appellant’s Appeal is therefore denied.



Richland Common Pleas

Case Caption: Constance Washington VS Adrian E Adams , defendant, et al
Case Number: 2023CP4000573
Type: Order/Other

So Ordered

S/George M. McFaddin, Jr., #2759

Electronically signed on 2024-02-13 11:27:07 page 9 of 9

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)
)
IN THE MATTER OF)
ADELL THOMPSON ADAMS)
)
)
)
)
)

IN THE PROBATE COURT
Estate Number: 2020-ES40-00392

ORDER DENYING CREDITOR'S
MOTION TO RECONSIDER

2023 JAN 27 PM 2:44
FILED
AMY W. MCCULLOCH
PROBATE JUDGE
RICHLAND COUNTY, S.C.

THIS MATTER COMES BEFORE THE COURT upon a Motion To Reconsider filed by Attorney T. Jeff Goodwyn, Jr., on behalf of his client Constance Washington on January 20, 2023. For the reasons set for in this Court's Order dated January 10, 2023, attached for reference, this Motion is Denied.



Amy McCulloch, Probate Judge
Richland County

January 27, 2023
Columbia, South Carolina

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

IN THE PROBATE COURT
Estate Number: 2020-ES40-392

IN THE MATTER OF THE ESTATE OF
ADELL THOMPSON ADAMS
(Decedent)

ORDER

FILED
2023 JAN 10 PM 5:05
AMY W. MCCULLOCH
PROBATE JUDGE
RICHLAND COUNTY, S.C.

Date of Hearing: December 20, 2022
Presiding Judge: Hon. Amy W. McCulloch
Attorney for Creditor: T. Jeff Goodwyn, Jr.
Attorney for Personal Representative: Soraya Martial-Wright

This matter is before this Court for a hearing on the Demand for a Hearing filed on October 31, 2022, by attorney T. Jeff Goodwyn, on behalf of creditor, Constance Washington. Present were the Personal Representative, Adrian E. Adams; along with his Counsel, Soraya Martial-Wright; the Creditor, Constance Washington; along with her Counsel, T. Jeff Goodwyn; and Benjamin Adams, an heir and Interested Party in these proceedings.

By way of background, Adell Adams died testate on February 19, 2020. In her Last Will and Testament, she named Adrian E. Adams as Personal Representative, who was duly appointed on May 11, 2020. A creditor's claim was filed by Constance Washington, through her attorney T. Jeff Goodwyn, Jr. on May 20, 2020.

The Personal Representative, pro se at the time, filed a Notice of Disallowance of Claim with this Court on November 8, 2021. The Personal Representative also filed a Proof of Delivery with the Court on the same date, swearing that the Notice was mailed to Constance Washington on November 8, 2021, at 2519 Devine Street, Suite A, Columbia, South Carolina 29205, which is the same address on her claim, the address for her attorney T. Jeff Goodwyn at that time.

On February 22, 2022, attorney T. Jeff Goodwyn filed a letter with this Court, addressed and mailed to Adrian E. Adams, notifying of his change of address to 2309 Devine Street, Columbia, South Carolina, 29205 and acknowledging receipt of the Notice of Disallowance, along with a copy of the Proof of Delivery form.

In that letter, Mr. Goodwyn took the position with the Personal Representative that the Disallowance was not valid and did not require a response because the Personal Representative had not signed the form; because there was no reason given for the Disallowance; and because the Disallowance was filed outside the maximum time allowed under to SC Code Ann. § 62-3-806. (Mr. Goodwyn misquotes the code section in his letter as SC Code Ann. § 62-3-803).

On June 21, 2022, this Court scheduled and noticed a closing hearing for July 21, 2022. On July 20, 2022, attorney Soraya Martial-Wright filed her notice of appearance for the Personal Representative and requested an extension and a continuance as she was recently retained. This was granted with a new due date of August 22, 2022, to complete the estate administration. Mr. Goodwyn was copied on this email communication.

On August 29, 2022, attorney Soraya Martial-Wright filed a second Motion for Extension. This was granted with a new due date of October 14, 2022.

On October 24, 2022, attorney Soraya Martial-Wright filed a Notice of Right to Demand Hearing, Accounting, Proposal for Distribution proposing no distribution to Constance Washington, Application for Settlement and Proof of Delivery indicating mailing to T. Jeff Goodwyn.

On November 4, 2022, T. Jeff Goodwyn filed a Demand for Hearing and this hearing was scheduled.

At the hearing, Mr. Goodwyn presented the copy of the Proof of Delivery as Claimant's Exhibit 1 and argued that the name of the document mailed was not on the Proof of Delivery he received and that the Disallowance was not valid because the Personal Representative had not signed the form; because there was no reason given for the Disallowance; and because the Disallowance was filed outside the maximum time allowed under to SC Code Ann. § 62-3-806.

Ms. Martial-Wright argued that the Proof of Delivery filed with the Court does state the name of the form mailed and the statute regarding disallowances, SC Code Ann. § 62-3-806, does not require that the form be signed to be valid, does not require a reason to be given to be valid, and the time frame to address claims can be extended by the Court for good cause shown.

Although received late, Mr. Goodwyn agreed that he received the unsigned Disallowance of Claim on or before his letter dated February 16, 2022 and filed February 22, 2022.

Based on the filed documents submitted by all parties, a review of the estate file in this matter, testimony of the parties, and argument of Counsels, the following are the:

FINDINGS OF FACT AND CONCLUSIONS OF LAW

1. This court has jurisdiction over both the subject matter and the parties involved in this action pursuant to SC Code Ann. § 62-1-302.

2. Constance Washington timely filed her claim as required by SC Code Ann. § 62-3-803(a)(1) and 62-3-804(1)(a).
3. The Personal Representative filed his Notice of Disallowance of said claim twenty-one (21) months after the death of the Decedent and seven (7) months beyond the maximum time allowed by SC Code Ann. § 62-3-806(a).
4. The Proof of Delivery that Mr. Goodwyn received from the Personal Representative that fails to list a document mailed is irrelevant. The Proof of Delivery filed with the Court is the controlling document and it has a form name on it. This is additionally irrelevant because Mr. Goodwyn agrees he received the Notice of Disallowance, although late, because Mr. Goodwyn's law firm moved to a new address.
5. The Disallowance of Claim is not invalidated because it is not signed. Nothing in the code supports this argument. While very sloppy administration on the Personal Representative's part, his failure to sign the copy or original mailed to Mr. Goodwyn does not invalidate the action. Additionally, the Disallowance of Claim filed with the Court is signed and again, this is the controlling document. All interested parties to an estate, to include creditors and attorneys for creditors are required and expected to review the estate file, which is available online, to know what is filed with the Court.
6. Nothing in the Code requires a reason for the Disallowance. The form itself states this is optional. Therefore, failure to state a reason does not invalidate the Disallowance.
7. The time period for the Allowance or Disallowance of Claims in SC Code § 62-3-806(a), is a duty placed on the Personal Representative for the Court and the timely administration of the Estate. There is no available consequence for a creditor to claim or ask for as a result of the delay, other than a Petition for Performance or a Petition for Removal of the Personal Representative.
8. The Court is authorized to extend the time for Allowance or Disallowance of Claim for good cause shown as described in SC Code Ann. § 62-3-806(a).
9. On April 30, 2021, this Court granted an extension through July 29, 2021, to file the closing documents, as requested, due to the death of the Personal Representative's wife.
10. On August 24, 2021 and again on September 9, 2021, this Court, by email prompted the Personal Representative to respond to the creditor claims.
11. On October 8, 2021, at the request of the Personal Representative, the forms were emailed for him to act upon and on November 8, 2021, the Personal Representative acted.

12. The granting of an extension and the following emails are the granting of additional time by this Court.

13. Therefore, the filing of the Notice of Disallowance outside the time period of fourteen (14) months from the death of the Decedent required by SC Code § 62-3-806(a) does not invalidate the action of Disallowance of the Claim.

14. This same code section and the actual form, received by attorney T. Jeff Goodwyn, require the filing of a Summons and Petition for Allowance of claim with the payment of \$150.00 within thirty (30) days of the mailing of the form.

15. This same code section and the actual form, received by attorney T. Jeff Goodwyn, warn that if the creditor does not file of a Summons and Petition for Allowance of Claim with the payment of \$150.00 within thirty (30) days of the mailing of the form, their claim will be forever barred.

16. Mr. Goodwyn failed to timely commence a proceeding for Allowance of the Claim in accordance with Section 62-3-804(2) and therefore the claim is forever barred.

17. On January 5, 2023, Mr. Goodwyn filed a Summons and Petition for Allowance of Claim. As this filing is untimely and all arguments have been heard and addressed in this Order, this too is dismissed.

Therefore, it is hereby ordered that the Creditor's Claim filed by Constance Washington is forever barred and all actions to enforce the Claim are dismissed.

IT IS SO ORDERED!


Amy W. McCulloch
Richland County Probate Judge

January 10, 2023
Columbia, South Carolina

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

2012CV401070927
CIVIL CASE NUMBER

IN THE MAGISTRATE'S COURT

JUDGMENT

Constance C Washington
5925 Letitia Street
Columbia, SC 29203

PLAINTIFF(S)

Vs

Adell T Adams
724 Martha Street
Columbia, SC 29203

DEFENDANT(S)

The issues in this action were tried in the Richland County Magistrate's Court on April 1, 2013 at which time a Judgment for the Plaintiff, Constance C Washington, was rendered in the amount of \$500.00.

IT IS THEREFORE ORDERED that the Plaintiff recover from the Defendant(s):

Adell T Adams

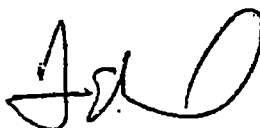
the total amount of \$580.00 which includes other relief, if any, as stated below.

Court Costs / Filing Fees

80.00

DATE

4/30/13



Judge Tomothy Edmond

Upper Township Magistrate
Office/Mailing-4919 Rhett St Trial Court-1400 Huger St
Columbia, SC 29203
Phone: (803) 576-2570 Fax: (803) 576-2579

RICHLAND COUNTY MAGISTRATE COURT

**Constance C Washington
5925 Letitia Street
Columbia, SC 29203**

JUDGMENT INFORMATION FOR PLAINTIFF

Enclosed is your Judgment that was awarded to you. You may take this Judgment to the Richland County Clerk of Court's office located at 1701 Main Street, Room 205, Columbia, S.C. for filing. There will be an additional filing fee of ten dollars (\$10.00).

After you have done this, the Clerk of Court's office will file the judgment and assist you in the completion of an execution against property, if you so desire. If you do not want to execute against property, the judgment will remain at the Clerk's office accumulating interest at the legal rate compounded annually for a total of ten years.

If you choose to execute on property, you pay the twenty five dollar (\$25.00) filing fee and take your paperwork to the Sheriff's Department. A property search will be done and if the person(s) has any property in his/her name(s) the property will be seized and sold at public auction to satisfy the debt.

Should you receive a partial payment on this Judgment, please fill out and file MV67 Partial Satisfaction of Judgment with the Clerk of Court's office. This form can be found at <http://richlandonline.com/departments/magistrate/forms>.

If you have any question please contact the Clerk of Court at (803) 576-1999.

Judgment Interest Rates

January 1, 2000 – June 30, 2005 - 12% compounded annually

July 1, 2005 to present: Prime rate plus 4%

(Prime rate for the year is the rate published in the Wall Street Journal after January 1st of each year.)

**Richland County Upper Township Magistrate
Office/Mailing-4919 Rhett St
Trial Court-1400 Huger St
Columbia, SC 29203
Phone: (803) 576-2570
Fax: (803) 576-2579**

Enclosure

RICHLAND COUNTY MAGISTRATE COURT

**Adell T Adams
724 Martha Street
Columbia, SC 29203**

JUDGMENT INFORMATION FOR DEFENDANT

Enclosed is your copy of the judgment that was issued against you. Please note that this judgment can be filed against you in the Clerk of Court's office. If this is done, the judgment will accrue interest at the legal rate compounded annually for a total of ten years. The person holding the judgment can also file for an Execution of Judgment. This means they can get the Sheriff's Department to do a property search and if there is any property listed in your name, the Sheriff's Department can and will seize the property and sell it at public auction to satisfy the debt.

Should you have any questions about judgments, please contact your Clerk of Court.

Judgment Interest Rates

January 1, 2000 – June 30, 2005 - 12% compounded annually

July 1, 2005 to present: Prime rate plus 4%

(Prime rate for the year is the rate published in the Wall Street Journal after January 1st of each year.)

**Richland County Upper Township Magistrate
Office/Mailing-4919 Rhett St
Trial Court-1400 Huger St
Columbia, SC 29203
Phone: (803) 576-2570
Fax: (803) 576-2579**

Enclosure - Judgment

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

2012CV401070927
CIVIL CASE NUMBER

**ORDER OF
DISPOSITION**

Constance C Washington
5925 Letitia Street
Columbia, SC 29203

PLAINTIFF(S)

Vs

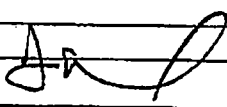
Adell T Adams
724 Martha Street
Columbia, SC 29203

DEFENDANT(S)

IT IS ORDERED that the above referenced civil case shall reflect a disposition of:

- ☐ Settled
☐ Dismissed
☐ Default Judgment
☒ Find for the Plaintiff for Summons and Complaint (Transcript of Judgment will be issued ten (10) days from the court date.)
On, April 1, 2013, the party/parties to this action presented testimony and arguments. Based on the above information and findings of fact, an award was made to the Plaintiff/Defendant in the amount of \$ 500.00, plus filing fees of \$ 80.00, for a total of \$ 580.00.
☐ Find for the Plaintiff for Claim and Delivery (Pick Up Order will be issued after a \$20.00 pick up fee is paid within 30 days of court date.)
In the event the property is not available, Judgment for the Plaintiff in the amount of \$ _____, plus filing fees of \$ _____, for a total of \$ _____.
☐ Find for Defendant
☐ Transferred to another Court
☐ Continued _____
☐ Motion Granted _____
☐ Motion Denied _____

IT SO ORDERED



Judge Tomothy Edmond

Richland County
Upper Township Magistrate
Office/Mailing-4919 Rhett St Trial Court-1400 Huger St
Columbia, SC 29203
Phone: (803) 576-2570 Fax: (803) 576-2579

April 1, 2013

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

2012CV401070927
CIVIL CASE NUMBER

IN THE MAGISTRATE'S COURT

NOTICE OF DEFAULT
JUDGMENT

Constance C Washington
5925 Letitia Street
Columbia, SC 29203

PLAINTIFF(S)

Vs

Adell T Adams
724 Martha Street
Columbia, SC 29203

DEFENDANT(S)

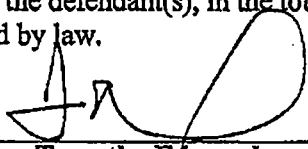
TO: Adell T Adams

IT APPEARING FROM the Affidavit of Default in the above entitled action that you were duly served with the Summons and Complaint of the plaintiff on February 5, 2013 and that you were required to answer or appear on or before thirty (30) days from the date of service, and not having answered or appeared you are now in default.

IT FURTHER APPEARING:

- ☒ That the damages sought herein are liquidated. Therefore, IT IS ORDERED that the plaintiff, Constance C Washington have judgment against the defendant(s), in the total amount of \$ 580.00 which includes such costs and disbursements as allowed by law.
- ☐ That the damages sought herein are unliquidated; that the plaintiff, Constance C Washington itemized the claimed account and appended thereto an affidavit that the account is true and correct and no part has been paid and a copy of the account and affidavit was served with the Summons. Therefore, IT IS ORDERED that the plaintiff have judgment against the defendant(s), in the total amount of \$0.00 which includes such costs and disbursements as allowed by law.

Dated: April 1, 2013


Judge Tomothy Edmond
Upper Township Magistrate

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

IN THE COURT OF COMMON PLEAS

Constance C. Washington,

Appellant,

vs.

Adell T. Adams,

Respondent.

Civil Action No. 2012 CV 40-1070927

ORDER

Presiding Judge:
Attorney for Appellant:
Attorney for Respondent:
Date of Hearing:

The Honorable Robert E. Hood
T. Jeff Goodwyn, Jr.
None, pro se
March 15, 2019

This is an appeal from Magistrate's Court Order Dated April 1, 2013 from the Upper Township Magistrate, Timothy Edmond. This case involves allegations that Appellant had a contract between her and Defendant for home health care services between May and August of 2009. The Court held that Defendant was in default and as a result, the Defendant admitted all of the allegations in Plaintiff's Complaint. The Court found that the damages were liquidated under the contract, this finding is unappealed, and is therefore law of the case. The Court held a hearing on damages April 1, 2013 and determined that the damages were not the liquidated amount alleged in the Complaint of \$7,500, but an amount less than that of \$500 plus court costs of \$80 for a total judgment of \$580. Appellant timely filed her Notice of Appeal and a hearing was held on this matter March 15, 2019 before the Honorable Robert E. Hood with all parties present.

STANDARD OF REVIEW

Section 18-7-170 of the South Carolina Code (1985) articulates the standard of review to be applied by the circuit court in an appeal of a magistrate's judgment:

Upon hearing the appeal, the appellate 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 judgment of the court below, in whole or in part, as to any or all the parties and for errors of law or fact.

The Magistrate Court erred in determining the amount of liquidated damages as being \$500 instead of the liquidated amount admitted to in Plaintiff's Complaint of \$7,500. Black's Law Dictionary defines liquidated damages as "an amount contractually stipulated as a reasonable estimation of actual damages to be recovered by one party if the other party breaches. If the parties to a contract have properly agreed on liquidated damages, the sum fixed is the measure of damages for a breach, whether it exceeds or falls short of the actual damages." DAMAGES, Black's Law Dictionary (9th ed. 2009), damages. Further, in *Beckmann Concrete Contractors, Inc. v. United Fire and Cas. Co.*, the Court of Appeals of South Carolina held that "damages are unliquidated where they are an uncertain quantity, depending on no fixed standard" In the Notice of Default Judgment issued by Judge Timothy Edmond on April 1, 2013, it was ordered that the damages sought were liquidated. Thus the amount of liquidated damages were contractually stipulated at \$7,500 as stated in the Complaint and the Court erred as a matter of law when it determined the amount of liquidated damages to be \$580. This court finds that given the finding that damages were liquidated, the proper amount of damage is the liquidated amount of \$7,500.

THEREFORE, this Court hereby AFFIRMS the findings that Respondent was in default and that damages were liquidated, and REVERSES the amount of the judgment and orders Appellant be granted judgment in the amount of the liquidated damages of \$7,500.00.

AND IT IS SO ORDERED.

The Honorable Robert E. Hood
Judge, Fifth Judicial Circuit

_____, 2019
Columbia, South Carolina



Richland Common Pleas

Case Caption: Constance C Washington vs Adell T Adams
Case Number: 2013CP4002623
Type: Order/Damages

So Ordered

s/ R.E. Hood #2164

Electronically signed on 2019-03-20 09:59:47 page 4 of 4

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND) IN THE COURT OF COMMON PLEAS

Constance C. Washington,) Judgment Roll No. 2013-CP-40-02623
Plaintiff/Judgment Creditor,)
vs.) EXECUTION AGAINST JUDGMENT
Adell T. Adams,)
Defendant/Judgment Debtor.)

TO: RICHLAND COUNTY SHERIFF'S DEPARTMENT

WHEREAS, the Plaintiff/Judgment Creditor, Constance C. Washington, obtained its Judgment against the Defendant/Judgment Debtor, Adell T. Adams, in the amount of Seven Thousand Five Hundred and 00/100 Dollars (\$7,500.00), as appears at Judgment Roll No. 2013-CP-40-02623, filed in the Office of the Clerk of Court for Richland County on March 20, 2019,

AND WHEREAS, the Judgment remains unpaid in its entirety,

Therefore, I request that you satisfy the Judgment out of the personal property of the Defendant/Judgment Debtor, Adell T. Adams, or if sufficient non-exempt personal property cannot be found, then out of the real property in your County belonging to such Judgment Debtor on the day when the Judgment was so docketed in your County or at any time thereafter in whose hands whomsoever this property may be, and return this Execution according to law to the Clerk of Court in this County.

NOW THEREFORE, we command that you satisfy this Judgment in the above amount.

WITNESS The Honorable Clerk of Court for Richland County, South Carolina, on this
____ day of _____, 2019.

Clerk of Court for Richland County

Submitted by:

T. Jeff Goodwyn, Jr., Esquire
GOODWYN LAW FIRM, LLC
2519 Devine Street
Suite A
Columbia, SC 29205
(803) 251-4517

Attorney for Plaintiff/Judgment Creditor
Constance C. Washington



Common Pleas

Case Caption: Constance C Washington vs Adell T Adams

Case Number: 2013CP4002623

Type: Execution/Issued

So Ordered

s/Jeanette W. McBride, Richland County Clerk of
Court by Alix Smith, Common Pleas Court Clerk

Electronically signed on 2019-11-01 12:05:22 page 3 of 3

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

IN THE MATTER OF:
ADELL THOMPSON ADAMS
(Decedent)

IN THE PROBATE COURT

STATEMENT OF CREDITOR'S CLAIM

CASE NUMBER: 2020-ES-40-00392

FILED
MAY 20 AM 10:38
CLERK OF PROBATE COURT
RICHLAND COUNTY, S.C.

Decedent's Date of Death (if known): FEBRUARY 19, 2020

Decedent's Last Mailing Address: 724 MARTHA STREET, COLUMBIA, SC 29203

Creditor:	CONSTANCE WASHINGTON
Address:	C/O GOODWYN LAW FIRM, LLC
	2519 DEVINE STREET, SUITE A, COLUMBIA, SC 29205
Telephone:	(803) 251-4517
Email:	JGOODWYN@GOODWYNLAW.COM
Original Creditor:	
Address (if different from above)	
Claim Amount Due:	\$7,500.00
Account Number:	3000-0137
Other Reference Number:	2013-CP-40-02623
Basis of claim (Ex: Contract; Services Rendered for decedent, etc):	JUDGMENT
Date claim will become due (if not already due)	CURRENTLY DUE
Nature of uncertainty as to the claim, if any (i.e. contingent claim, amount of claim, due date):	
Description of security as to the claim, if any (Ex: Collateral for the debt)	JUDGMENT

Signature: 
Printed Name: T. JEFF GOODWYN, JR.
Title: ATTORNEY FOR CONSTANCE WASHINGTON
Date: MAY 14, 2020

INSTRUCTIONS: Claims **MUST** be filed with the Probate Court of the county in which the Decedent's Estate is under administration and may be delivered or mailed to the fiduciary appointed to administer the Estate (see SCPC 62-3-803, 62-3-804, and 62-3-806).

No claim against a Decedent's estate may be presented or legal action commenced against a Decedent's Estate prior to the appointment of a Personal Representative to administer the Decedent's Estate (except see SCPC 62-3-804(1)(b)).

Satisfaction or withdrawal of claim (FORM 325) **MUST** be filed once claim is resolved.

STATE OF SOUTH CAROLINA

COUNTY OF: RICHLAND

IN THE MATTER OF:
ADELL THOMPSON ADAMS
(Decedent)

IN THE PROBATE COURT

PROOF OF DELIVERY

CASE NUMBER: 2020-ES-40-00392

FILED
2020 MAY 20 AM 10:39
CLERK OF COURT
PROBATE COURT
RICHLAND COUNTY, S.C.

On the 14th day of May, 2020, I mailed or delivered the following document(s):

Statement of Creditor's Claim

- ☒ A copy of which is attached hereto and incorporated herein, or
☒ The original of which is on file with the Court.

Delivery was accomplished by the following method (check appropriate box):

- ☐ personal delivery
☐ certified mail
☐ commercial delivery
☒ ordinary first-class mail
☐ registered mail
☐ electronic message (Article 7, Trust matters only)

to each of the following persons at the address shown:

NAME	ADDRESS
ADRIAN EUGENE ADAMS	170 SUMMER LAKE DRIVE, MARIETTA, GA 30060

SWORN to before me this 14TH day of
MAY, 2020

Mary S. Bush
Notary Public for South Carolina
My Commission Expires: 10/02/2029

Relationship to
Decedent/Estate:

Signature: T. Jeff Goodwyn, Jr.
Print Name: T. JEFF GOODWYN, JR.
Address: 2519 DEVINE STREET, SUITE A
COLUMBIA, SC 29205
Telephone (Work): (803) 251-4517
(Home):
(Cell):
E-mail: JGOODWYN@GOODWYNLAW.COM
ATTORNEY FOR CREDITOR CONSTANCE
WASHINGTON

cc

GOODWYN LAW FIRM, LLC

T. Jeff Goodwyn, Jr.*
C. David Beale, Jr.*

Reply to:
2519 Devine Street
Suite A
Columbia, South Carolina 29205

111-B Congress Street
Winnsboro, South Carolina 29180

Tel. (803) 251-4517 (Columbia)
Fax (803) 251-4527

Tel. (803) 635-1920 (Winnsboro)
Fax (803) 635-2100

Email: tgoodwyn@goodwynlaw.com
dbeale@goodwynlaw.com
Web: www.goodwynlaw.com

*Also Licensed in Georgia

May 14, 2020

Richland County Probate Court
P.O. Box 192
Columbia, SC 29201

RE: Estate of Adell Thompson Adams
Case No.: 2020-ES-40-00392
Our File No.: 3000-0137

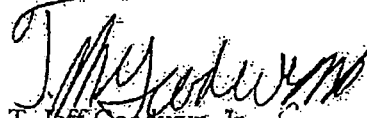
FILED
2020 MAY 20 AM 10:33
CLERK OF COURT
RICHLAND COUNTY, S.C.

Dear Sir or Madame:

Enclosed please find for filing is an original and one copy of the Statement of Creditor's Claim in regards to the above referenced estate. Please return a filed copy of same in the self-addressed stamped envelope provided.

Should you have any questions, please do not hesitate to contact our office.

Sincerely,


T. Jeff Goodwyn, Jr.

TJG/msb
Enclosures

cc: Constance Washington
Adrian Eugene Adams, Personal Representative

STATE OF SOUTH CAROLINA

IN THE PROBATE COURT

COUNTY OF RICHLAND

NOTICE OF ALLOWANCE/DISALLOWANCE OF CLAIM

IN THE MATTER OF:

Adell Thompson Adams

(Decedent)

CASE NUMBER: 2020 ES40 00392

2021 NOV - 8
RICHLAND COUNTY
PROBATE COURT
FILED
CLERK
ADAMS

TO:	Creditor:	Constante Washington
	Address:	C/O Goodwin Law Firm
	Telephone:	2519 Dixon St Suite 1A
	Email:	
	Original Creditor:	
	Address (if different from above)	
	Filed Date of Claim:	
	Claim Amount:	~~2500.00~~ 7500.00
	Account Number:	3006-0137
	Other Reference Number:	

Allowance of a claim is evidence the Personal Representative accepts the claim as a valid debt of the Decedent's estate. Allowance of a claim may not be construed to imply the estate will have sufficient assets with which to pay the claim.

☐ the claim is allowed.

☐ the claim is partially allowed in the amount of \$; the balance is disallowed. Explanation (optional)

☒ the claim is disallowed in full. Explanation (optional):

The disallowed claim or the disallowed portion of your claim will be forever barred unless you commence a legal proceeding requiring a Summons, a Petition and a filing fee of \$150.00 for allowance of the claim in accordance with SCPC 62-3-804(2), within thirty (30) days after the mailing or other service of this Notice of Allowance/Disallowance of Claim.

Executed this 18 day of Nov 2021

Signature: Adrian Eugene Adams

Name: Adrian Eugene Adams

Address: 170 Summer Lake Drive

Marietta, GA 30060

Telephone (Work): (000) 000-0000 0000

(Home): (770) 595-8148

(Cell):

Email:

Attorney:

Address:

Telephone:

Email:

T. Jeff Goodwyn, Jr.*†

GOODWYN LAW FIRM, LLC

2309 Devine Street
Columbia, South Carolina 29205

*Also Licensed in Georgia
† Certified Circuit Court Mediator

Tel. (803) 251-4517
Fax (803) 251-4527

FILED
Email: JGoodwyn@GoodwynLaw.com
Web: www.GoodwynLaw.com

2022 FEB 22 P 12:40

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

February 16, 2022

Adrian E. Adams
170 Summer Lake Drive
Marietta, GA 30060

RE: *Estate of Adell Thompson Adams*
Estate Case No.: 2020-ES-40-00392
Our File No.: 3000-0137

Dear Mr. Adams:

I would to bring to your attention that my address has changed to 2309 Devine Street, Columbia, South Carolina 29205.

Also, I am in receipt of the copies of the Notice of Allowance/Disallowance of Claim and the Proof of Delivery from you. The Notice of Allowance/Disallowance of Claim form is not unsigned and therefore not valid. In addition, there is no explanation as to the disallowance.

Pursuant to S.C. Probate Law §62-3-803, Allowance of Claims, which states:

"within sixty days after the presentment of the claim; or within fourteen months after the death of the decedent, whichever is later, the personal representative must serve upon the claimant a notice stating the claim has been allowed or disallowed in whole or in part".

It has been approximately two years since the decedent's death (2/19/2020) and over a year and a half since we filed the Statement of Claim on behalf of Ms. Constance Washington. Because the notice of disallowance is unsigned and was not filed within 14 months of the date of death, no response is required by Ms. Washington and Ms. Washington maintains her right to be paid in full for the judgment plus all applicable interest from the estate proceeds prior to the closing of the estate. Please copy me on any proposal for distribution, accounting, application for settlement or other filings related the closing of this estate.

Sincerely,

T. Jeff Goodwyn, Jr.

TJG

enclosure

cc: Constance Washington
Richland County Probate Court

CONNOR BEDENBAUGH

From: CONNOR BEDENBAUGH
Sent: Friday, April 30, 2021 10:33 AM
To: 'Adrian Adams'
Subject: Adell Adams Estate 2020 ES40 00392
Attachments: SKM_368e21043009360.pdf

Mr. Adams,

The Motion for Extension that was filed for the above Estate has been granted.
Attached is a clocked-copy of the signed Order for Extension allowing an additional 90 days.
Be advised that filings will now be due by no later than July 29th.

Connor R. Bedenbaugh

Estate Clerk
Richland County Probate Court
PO Box 192
Columbia, SC 29202

WE ARE CLOSED TO THE PUBLIC BUT WE ARE WORKING HARD TO KEEP ESSENTIAL SERVICES FUNCTIONING.

EBONY KING

From: EBONY KING
Sent: Tuesday, August 24, 2021 2:19 PM
To: 'Adrianadams82@gmail.com'
Subject: Estate of Adell Thompson Adams 2020-ES-40-392

Mr. Adams,

My name is Ebony King and I am the Estate Clerk assigned to this case. I have reviewed the file and the estate is near closing. However, the estate cannot close until the following items have been filed:

1. Notice of Disallowance of Claim (Form 372) with Proof of Delivery (Form 120) for Constance Washington and West Shore Home LLC;
2. Waiver of Statutory Requirements and Beneficiary Receipt/Release (Form 365) completed by Benjamin E. Adams, Jr.;
3. Payment of the additional filing fee in the amount of \$50.00 based on the amended Inventory and Appraisement; and,
4. Application for Settlement (Form 412).

Please contact me if you have any questions or concerns.

Sincerely,

Ebony King
Estate Clerk
Richland County Probate Court
P.O. Box 192
Columbia, SC 29202
www.richlandcountysc.gov/probate

EBONY KING

From: EBONY KING
Sent: Thursday, September 9, 2021 2:49 PM
To: 'Adrianadams82@gmail.com'
Subject: Estate of Adell T. Adams 2020-ES-40-00392
Attachments: SKM_368e21090810090.pdf

Mr. Adams,

Attached is a copy of the claim that was filed with the Probate Court on September 7th, 2021 against the above referenced estate. It is your responsibility as Personal Representative to respond to the claim, within the later of 60 days of the claim being filed or 14 months after the date of death. If the claim is paid, you must file a statement of satisfaction signed by the creditor with the Probate Court. If the claim is allowed or disallowed, in whole or in part, you must file a copy of the Notice of Disallowance of Claim, Form 372 ES and the Proof of Delivery, Form 120 PC with the Probate Court and mail the original to the creditor.

It is the Personal Representative's responsibility to respond to all claims before the estate assets are completely distributed and before the estate can be closed. As our office cannot give you legal instruction about how to handle a claim, please refer to the South Carolina Probate Code, section 62-3-801 through section 62-3-816.

Please contact me with any questions or concerns you may have.

Sincerely,

Ebony King
Estate Clerk
Richland County Probate Court
P.O. Box 192
Columbia, SC 29202
www.richlandcountysc.gov/probate

~~~~~

**PETITION FOR ALLOWANCE OF CLAIM**

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

FILED

[illegible]

(Other:)

Executed this                      day of January, 2023.

Name: Constance Washington

**Address:** 2309 Devine Street

**Columbia, SC 29205**

Telephone(O):

(H):

Attorney: T. Jeff Goodwyn, Jr.

Address: 2309 Devine Street

**Columbia, SC 29205**

Telephone: (803) 251-4517

---

**ORDER FOR HEARING**

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

DATE: \_\_\_\_\_

TIME: \_\_\_\_\_

PLACE: \_\_\_\_\_

Pursuant to SCPC Section 1-401, the 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 FOR ALLOWANCE OF CLAIM**

On the basis of the within petition and upon hearing for allowance of claims, IT IS HEREBY ORDERED that the following claims against the estate be ☐ ALLOWED ☐ DISALLOWED in the amounts set forth below:

**Creditor Name and Address**

**Amount of Claim**

Executed this       day of       , 20       .

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

IN THE MATTER OF:  
ADELL THOMPSON ADAMS  
(Decedent)

IN THE PROBATE COURT

STATEMENT OF CREDITOR'S CLAIM

CASE NUMBER: 2020-ES-40-00392

FILED  
MAY 20 AM 10:30  
CLERK OF PROBATE COURT  
RICHLAND COUNTY, S.C.

Decedent's Date of Death (if known): FEBRUARY 19, 2020

Decedent's Last Mailing Address: 724 MARTHA STREET, COLUMBIA, SC 29203

|                                                                                                            |                                                 |
|------------------------------------------------------------------------------------------------------------|-------------------------------------------------|
| Creditor:                                                                                                  | CONSTANCE WASHINGTON                            |
| Address:                                                                                                   | C/O GOODWYN LAW FIRM, LLC                       |
|                                                                                                            | 2519 DEVINE STREET, SUITE A, COLUMBIA, SC 29205 |
| Telephone:                                                                                                 | (803) 251-4517                                  |
| Email:                                                                                                     | JGOODWYN@GOODWYNLAW.COM                         |
| Original Creditor:                                                                                         |                                                 |
| Address<br>(if different from above):                                                                      |                                                 |
| Claim Amount Due:                                                                                          | \$7,500.00                                      |
| Account Number:                                                                                            | 3000-0137                                       |
| Other Reference Number:                                                                                    | 2013-CP-40-02623                                |
| Basis of claim (Ex: Contract,<br>Services Rendered for<br>decedent, etc):                                  | JUDGMENT                                        |
| Date claim will become due<br>(if not already due):                                                        | CURRENTLY DUE                                   |
| Nature of uncertainty<br>as to the claim, if any<br>(i.e. contingent claim,<br>amount of claim, due date): |                                                 |
| Description of security<br>as to the claim, if any<br>(Ex: Collateral for the debt)                        | JUDGMENT                                        |

Signature:   
Printed Name: T. JEFF GOODWYN, JR.  
Title: ATTORNEY FOR CONSTANCE WASHINGTON  
Date: MAY 14, 2020

**INSTRUCTIONS:** Claims **MUST** be filed with the Probate Court of the county in which the Decedent's Estate is under administration and may be delivered or mailed to the fiduciary appointed to administer the Estate (see SCPC 62-3-803, 62-3-804, and 62-3-806).

No claim against a Decedent's estate may be presented or legal action commenced against a Decedent's Estate prior to the appointment of a Personal Representative to administer the Decedent's Estate (except see SCPC 62-3-804(1)(b)).

Satisfaction or withdrawal of claim (FORM 325) **MUST** be filed once claim is resolved.

FORM #371ES (1/2016)  
62-3-104, 62-3-803, 62-3-804, 62-3-806

STATE OF SOUTH CAROLINA  
COUNTY OF: RICHLAND  
IN THE MATTER OF: ADELL T. ADAMS

IN THE PROBATE COURT  
PETITION FOR ALLOWANCE OF CLAIM  
CASE NUMBER: 2020-ES-40-00392

FILED  
2023 JAN -5 PM 12:13  
AMY W. MCCULLOCH  
PROBATE JUDGE  
RICHLAND COUNTY, S.C.

Petitioner: CONSTANCE WASHINGTON

The undersigned petitions the Court to allow the following claims against the estate in the amounts set forth below:

| <u>Creditor Name and Address</u> | <u>Amount of Claim</u> |
|----------------------------------|------------------------|
| CONSTANCE WASHINGTON             | \$7,500.00 plus        |
| 2309 DEVINE STREET               | interest on            |
| COLUMBIA, SC 29205               | Judgment               |
|                                  |                        |
|                                  |                        |
|                                  |                        |
|                                  |                        |
|                                  |                        |

In support of this petition, petitioner states that each claim is valid, was presented within the period for the presentation of claims as provided by law, and has not been paid, and, as to those claims which were presented to the Personal Representative and not filed with the Court, that a copy of the statement of each such claim is attached to this petition and made a part hereof.

(Other:)

The Personal Representative served an unsigned and not dated copy of the Notice of Disallowance of Claim along with a notarized proof of delivery that was dated November 8, 2021 which was more than 14 months after Ms. Washington's Statement of Creditor's Claim was filed and almost 2 years from the date of death. (See attached).

Executed this            day of January, 2023.

Signature: Constance Washington

Name: Constance Washington

Address: 2309 Devine Street

Columbia, SC 29205

Telephone(O): \_\_\_\_\_

(H): \_\_\_\_\_

Attorney: T. Jeff Goodwyn, Jr.

Address: 2309 Devine Street

Columbia, SC 29205

Telephone: (803) 251-4517

---

**ORDER FOR HEARING**

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

DATE: \_\_\_\_\_

TIME: \_\_\_\_\_

PLACE: \_\_\_\_\_

Pursuant to SCPC Section 1-401, the 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 FOR ALLOWANCE OF CLAIM**

On the basis of the within petition and upon hearing for allowance of claims, IT IS HEREBY ORDERED that the following claims against the estate be ☐ ALLOWED ☐ DISALLOWED in the amounts set forth below:

**Creditor Name and Address**

**Amount of Claim**

Executed this       day of       , 20       .

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

IN THE MATTER OF:  
ADELL THOMPSON ADAMS  
(Decedent)

IN THE PROBATE COURT

STATEMENT OF CREDITOR'S CLAIM

CASE NUMBER: 2020-ES-40-00392

Decedent's Date of Death (if known): FEBRUARY 19, 2020

Decedent's Last Mailing Address: 724 MARTHA STREET, COLUMBIA, SC 29203

|                                                                                                            |                                                 |
|------------------------------------------------------------------------------------------------------------|-------------------------------------------------|
| Creditor:                                                                                                  | CONSTANCE WASHINGTON                            |
| Address:                                                                                                   | C/O GOODWYN LAW FIRM, LLC                       |
|                                                                                                            | 2519 DEVINE STREET, SUITE A, COLUMBIA, SC 29205 |
| Telephone:                                                                                                 | (803) 251-4517                                  |
| Email:                                                                                                     | JGOODWYN@GOODWYNLAW.COM                         |
| Original Creditor:                                                                                         |                                                 |
| Address<br>(if different from above):                                                                      |                                                 |
| Claim Amount Due:                                                                                          | \$7,500.00                                      |
| Account Number:                                                                                            | 3000-0137                                       |
| Other Reference Number:                                                                                    | 2013-CP-40-02623                                |
| Basis of claim (Ex: Contract,<br>Services Rendered for<br>decedent, etc):                                  | JUDGMENT                                        |
| Date claim will become due<br>(if not already due):                                                        | CURRENTLY DUE                                   |
| Nature of uncertainty<br>as to the claim, if any<br>(i.e. contingent claim,<br>amount of claim, due date): |                                                 |
| Description of security<br>as to the claim, if any<br>(Ex: Collateral for the debt)                        | JUDGMENT                                        |

Signature:   
Printed Name: T. JEFF GOODWYN, JR.  
Title: ATTORNEY FOR CONSTANCE WASHINGTON  
Date: MAY 14, 2020

**INSTRUCTIONS:** Claims **MUST** be filed with the Probate Court of the county in which the Decedent's Estate is under administration and may be delivered or mailed to the fiduciary appointed to administer the Estate (see SCPC 62-3-803, 62-3-804, and 62-3-806).

No claim against a Decedent's estate may be presented or legal action commenced against a Decedent's Estate prior to the appointment of a Personal Representative to administer the Decedent's Estate (except see SCPC 62-3-804(1)(b)).

Satisfaction or withdrawal of claim (FORM 325) **MUST** be filed once claim is resolved.

FORM #371ES (1/2018)  
62-3-104, 62-3-803, 62-3-804, 62-3-806

FILED

STATE OF SOUTH CAROLINA )

COUNTY OF RICHLAND )

IN THE PROBATE COURT JAN 20 PM 3:01

AMY W. McCULLOCH  
PROBATE JUDGE

Civil Action No. 2020-BS-000992, S.C.

RE: Adell Thompson Adams (Decedent)

Constance Washington,

Creditor.

**CREDITOR CONSTANCE  
WASHINGTON'S MOTION TO  
RECONSIDER**

COMES NOW, Petitioners, Constance Washington ("Washington"), pursuant to Rule 59(e) and files her Motion for Reconsideration of the order dismissing her timely filed creditor's claim dated September 26, 2022 and would respectfully show unto this Court the following.

The Court found that the creditor's claim filed by Constance Washington is denied because she failed to file a Petition to Allow the claim after she received an unsigned, out of time disallowance of the claim as required by S.C. Code Ann. §62-3-804(2). Washington respectfully asks the Court to reconsider this ruling for the following reasons.

With respect to the timeliness of Washington's creditor's claim and the disallowance that was filed, the Court found and concluded that the claim was timely filed (see Order ¶12).

S.C. Code §62-3-806(a) reads as follows:

**SECTION 62-3-806. Allowance of claims.**

(a) As to claims presented in the manner described in Section 62-3-804(1) within the time limit prescribed in Section 62-3-803, within sixty days after the presentment of the claim, or within fourteen months after the death of the decedent, whichever is later, *the personal representative must serve upon the claimant a notice stating the claim has been*

***allowed or disallowed in whole or in part.*** Service of such notice shall be by United States mail, personal service, or otherwise as permitted by rule and ***a copy of the notice shall be filed with the probate court along with proof of delivery setting forth the date of mailing or other service on the claimant.*** A notice of disallowance or partial disallowance of a claim must contain a warning that the claim will be barred to the extent disallowed unless the claimant commences a proceeding for allowance of the claim in accordance with Section 62-3-804(2) within thirty days of the mailing or other service of the notice of disallowance or partial disallowance. Every claim which is disallowed in whole or in part by the personal representative is barred so far as not allowed unless the claimant commences a proceeding for allowance of the claim in accordance with Section 62-3-804(2) not later than thirty days after the mailing or other service of the notice of disallowance or partial disallowance by the personal representative. ***For good cause shown, the court may reasonably extend the time for filing the notice of allowance or disallowance of a properly filed claim.*** (emphasis added).

The Decedent died February 19, 2020. The Personal Representative filed his Notice of Disallowance of Washington's creditor's claim twenty-one months after the death of the Decedent and seven months beyond the maximum time allowed by S.C. Code Ann. § 62-3-806(a). (see Order, ¶3). No motion for an extension to file the disallowance was filed by the Personal Representative and the Personal Representative made no showing in the record of good cause for such an extension. Neither Washington nor her attorney were notified of any efforts the Court made to prompt the Personal Representative to file the disallowance or that an extension to file it was granted.

The Court granted the Personal Representative an extension to file "the closing documents" until July 29, 2021 due the health of the Personal Representative's wife in an email dated April 30, 2021. (see Order, ¶9). This email is not available to view on the online file. No motion for an extension to file the closing documents was filed and it is not specified whether "the closing documents" includes the disallowance. The Court's file does not indicate any showing of poor health of the Personal Representative's wife.

The Personal Representative did not file a disallowance prior to the July 29, 2021 extension deadline nor did the Personal Representative file a motion to extend the time to

file the disallowance pursuant to S.C. Code Ann. §62-3-806(a). The Court prompted the Personal Representative to respond to the creditor's claims via emails dated August 24, 2021 and September 9, 2021, (see Order, ¶12), but did not specifically grant an additional extension. Again, at this time, the Personal Representative did not file a motion to extend the time to file the disallowance pursuant to S.C. Code Ann. §62-3-806(a).

While the Court ruled that it granted an extension to file the disallowance by a series of emails to the Personal Representative, the extension granted expired July 29, 2021. In addition, Washington was not put on notice that these emails were sent or that any extension was requested or granted. None of these emails purporting to grant an extension to file the disallowance are available to view online as a document filed in this case. Not until November 8, 2021 did the Personal Representative send Washington an unsigned disallowance of her claim. There is no cite in the Order indicating that any extension was granted to include November 8, 2021 or beyond. The only extension granted was until July 29, 2021.

Washington's counsel sent the Personal Representative a letter dated February 22, 2022 letting him know that the Notice of Disallowance form received was not signed and that it was not timely filed and that no response was required. Instead of informing Washington that he believed the Court had granted him an extension to file the disallowance through a series of emails that Washington had not been served with, the Personal Representative made no response and then argued at the hearing that Washington failed to file a petition to allow the claim. Once Washington received notice of extensions being granted, Washington filed a Petition to Allow the claim within 30 days on January

5, 2023, which was denied without a hearing on the grounds it was untimely filed. (see Order, ¶17).

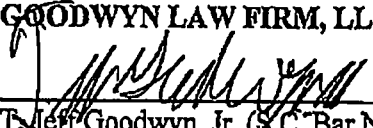
Washington contends that the disallowance that was filed is not effective as being both unsigned and not timely filed. The proper action would be for the Personal Representative to file a motion for an extension of time to file the disallowance pursuant to S.C. Code Ann. §62-3-806(a) and if the court grants the motion believing good cause has been shown, then file a timely disallowance and properly serve Washington. In the alternative, the Court could have removed and replaced the Personal Representative with one that will make a motion to extend the time to file the disallowance and/or timely file the disallowance.

A reasonable practitioner should be able fairly conclude and rely on the fact that an untimely filed disallowance will not be effective. Otherwise, practitioners will be forced to have their clients spend the attorney's fees and filing fee required to petition for an allowance just in case the Court had granted motions to extend the time to file that were not served on him and that are not available to view on the court's file. This is not a reasonable expectation on parties or their counsel.

Washington would ask the court to reverse its dismissal of her creditor's claim, find that the disallowance that was filed November 8, 2021 was untimely and ineffective and either require the Personal Representative to move for an extension to file the disallowance and re-file it, or replace the Personal Representative with one that will re-file it timely. In the alternative, Washington would ask the Court to rule that that since Washington learned of the extensions for the first time at the December 20, 2022 hearing and then timely filed

its petition to allow her claim within 30 days, her petition to allow the claim was timely filed.

GOODWYN LAW FIRM, LLC

  
T. Jeff Goodwyn, Jr. (S.C. Bar No: 73789)

2309 Devine Street

Columbia, SC 29205

(803) 251-4517

jgoodwyn@goodwynlaw.com

*Attorney for Creditor Constance Washington*

Columbia South Carolina  
January 20, 2023

FILED

2023 FEB -6 PM 12:20

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

ELECTRONICALLY FILED - 2023 Feb 03 11:13 AM - RICHLAND - COMMON PLEAS - CASE#2023CP4000573

STATE OF SOUTH CAROLINA )

COUNTY OF RICHLAND )

IN THE PROBATE COURT

RE: ADELL THOMPSON ADAMS, )

Constance Washington, )

Petitioner(s), )

vs. )

Adrian E. Adams, as Personal )  
Representative for the Estate of Adell T. )  
Adams, )

Respondent(s). )

Case No. 2020-ES-40-00392

**NOTICE OF APPEAL**

COMES NOW, Petitioner, by and through her undersigned attorney, and hereby notifies the Court of their intent to appeal the decision of the Richland County Probate Court in this matter dated January 10, 2023 attached herewith.

Respectfully Submitted,

**GOODWYN LAW FIRM, LLC**

T. Jeff Goodwyn, Jr.

T. Jeff Goodwyn, Jr. (73789)

2309 Devine Street

Columbia, SC 29205

(803) 251-4517

(803) 251-4527 (f)

JGoodwyn@Goodwynlaw.com

*Attorney for Petitioner*

Columbia, South Carolina  
February 3, 2023

STATE OF SOUTH CAROLINA  
COUNTY OF RICHLAND

IN THE PROBATE COURT  
Estate Number: 2020-ES40-392

IN THE MATTER OF THE ESTATE OF  
ADELL THOMPSON ADAMS  
(Decedent)

ORDER

2023 JAN 10 PM 5:05  
AMY W. MCCULLOCH  
PROBATE JUDGE  
RICHLAND COUNTY, S.C.

FILED

Date of Hearing: December 20, 2022  
Presiding Judge: Hon. Amy W. McCulloch  
Attorney for Creditor: T. Jeff Goodwyn, Jr.  
Attorney for Personal Representative: Soraya Martial-Wright

This matter is before this Court for a hearing on the Demand for a Hearing filed on October 31, 2022, by attorney T. Jeff Goodwyn, on behalf of creditor, Constance Washington. Present were the Personal Representative, Adrian E. Adams; along with his Counsel, Soraya Martial-Wright; the Creditor, Constance Washington; along with her Counsel, T. Jeff Goodwyn; and Benjamin Adams, an heir and Interested Party in these proceedings.

By way of background, Adell Adams died testate on February 19, 2020. In her Last Will and Testament, she named Adrian E. Adams as Personal Representative, who was duly appointed on May 11, 2020. A creditor's claim was filed by Constance Washington, through her attorney T. Jeff Goodwyn, Jr. on May 20, 2020.

The Personal Representative, pro se at the time, filed a Notice of Disallowance of Claim with this Court on November 8, 2021. The Personal Representative also filed a Proof of Delivery with the Court on the same date, swearing that the Notice was mailed to Constance Washington on November 8, 2021, at 2519 Devine Street, Suite A, Columbia, South Carolina 29205, which is the same address on her claim, the address for her attorney T. Jeff Goodwyn at that time.

On February 22, 2022, attorney T. Jeff Goodwyn filed a letter with this Court, addressed and mailed to Adrian E. Adams, notifying of his change of address to 2309 Devine Street, Columbia, South Carolina, 29205 and acknowledging receipt of the Notice of Disallowance, along with a copy of the Proof of Delivery form.

In that letter, Mr. Goodwyn took the position with the Personal Representative that the Disallowance was not valid and did not require a response because the Personal Representative had not signed the form; because there was no reason given for the Disallowance; and because the Disallowance was filed outside the maximum time allowed under to SC Code Ann. § 62-3-806. (Mr. Goodwyn misquotes the code section in his letter as SC Code Ann. § 62-3-803).

On June 21, 2022, this Court scheduled and noticed a closing hearing for July 21, 2022. On July 20, 2022, attorney Soraya Martial-Wright filed her notice of appearance for the Personal Representative and requested an extension and a continuance as she was recently retained. This was granted with a new due date of August 22, 2022, to complete the estate administration. Mr. Goodwyn was copied on this email communication.

On August 29, 2022, attorney Soraya Martial-Wright filed a second Motion for Extension. This was granted with a new due date of October 14, 2022.

On October 24, 2022, attorney Soraya Martial-Wright filed a Notice of Right to Demand Hearing, Accounting, Proposal for Distribution proposing no distribution to Constance Washington, Application for Settlement and Proof of Delivery indicating mailing to T. Jeff Goodwyn.

On November 4, 2022, T. Jeff Goodwyn filed a Demand for Hearing and this hearing was scheduled.

At the hearing, Mr. Goodwyn presented the copy of the Proof of Delivery as Claimant's Exhibit 1 and argued that the name of the document mailed was not on the Proof of Delivery he received and that the Disallowance was not valid because the Personal Representative had not signed the form; because there was no reason given for the Disallowance; and because the Disallowance was filed outside the maximum time allowed under to SC Code Ann. § 62-3-806.

Ms. Martial-Wright argued that the Proof of Delivery filed with the Court does state the name of the form mailed and the statute regarding disallowances, SC Code Ann. § 62-3-806, does not require that the form be signed to be valid, does not require a reason to be given to be valid, and the time frame to address claims can be extended by the Court for good cause shown.

Although received late, Mr. Goodwyn agreed that he received the unsigned Disallowance of Claim on or before his letter dated February 16, 2022 and filed February 22, 2022.

Based on the filed documents submitted by all parties, a review of the estate file in this matter, testimony of the parties, and argument of Counsels, the following are the:

#### FINDINGS OF FACT AND CONCLUSIONS OF LAW

1. This court has jurisdiction over both the subject matter and the parties involved in this action pursuant to SC Code Ann. § 62-1-302.

2. Constance Washington timely filed her claim as required by SC Code Ann. § 62-3-803(a)(1) and 62-3-804(1)(a).
3. The Personal Representative filed his Notice of Disallowance of said claim twenty-one (21) months after the death of the Decedent and seven (7) months beyond the maximum time allowed by SC Code Ann. § 62-3-806(a).
4. The Proof of Delivery that Mr. Goodwyn received from the Personal Representative that fails to list a document mailed is irrelevant. The Proof of Delivery filed with the Court is the controlling document and it has a form name on it. This is additionally irrelevant because Mr. Goodwyn agrees he received the Notice of Disallowance, although late, because Mr. Goodwyn's law firm moved to a new address.
5. The Disallowance of Claim is not invalidated because it is not signed. Nothing in the code supports this argument. While very sloppy administration on the Personal Representative's part, his failure to sign the copy or original mailed to Mr. Goodwyn does not invalidate the action. Additionally, the Disallowance of Claim filed with the Court is signed and again, this is the controlling document. All interested parties to an estate, to include creditors and attorneys for creditors are required and expected to review the estate file, which is available online, to know what is filed with the Court.
6. Nothing in the Code requires a reason for the Disallowance. The form itself states this is optional. Therefore, failure to state a reason does not invalidate the Disallowance.
7. The time period for the Allowance or Disallowance of Claims in SC Code § 62-3-806(a), is a duty placed on the Personal Representative for the Court and the timely administration of the Estate. There is no available consequence for a creditor to claim or ask for as a result of the delay, other than a Petition for Performance or a Petition for Removal of the Personal Representative.
8. The Court is authorized to extend the time for Allowance or Disallowance of Claim for good cause shown as described in SC Code Ann. § 62-3-806(a).
9. On April 30, 2021, this Court granted an extension through July 29, 2021, to file the closing documents, as requested, due to the death of the Personal Representative's wife.
10. On August 24, 2021 and again on September 9, 2021, this Court, by email prompted the Personal Representative to respond to the creditor claims.
11. On October 8, 2021, at the request of the Personal Representative, the forms were emailed for him to act upon and on November 8, 2021, the Personal Representative acted.

12. The granting of an extension and the following emails are the granting of additional time by this Court.

13. Therefore, the filing of the Notice of Disallowance outside the time period of fourteen (14) months from the death of the Decedent required by SC Code § 62-3-806(a) does not invalidate the action of Disallowance of the Claim.

14. This same code section and the actual form, received by attorney T. Jeff Goodwyn, require the filing of a Summons and Petition for Allowance of claim with the payment of \$150.00 within thirty (30) days of the mailing of the form.

15. This same code section and the actual form, received by attorney T. Jeff Goodwyn, warn that if the creditor does not file of a Summons and Petition for Allowance of Claim with the payment of \$150.00 within thirty (30) days of the mailing of the form, their claim will be forever barred.

16. Mr. Goodwyn failed to timely commence a proceeding for Allowance of the Claim in accordance with Section 62-3-804(2) and therefore the claim is forever barred.

17. On January 5, 2023, Mr. Goodwyn filed a Summons and Petition for Allowance of Claim. As this filing is untimely and all arguments have been heard and addressed in this Order, this too is dismissed.

Therefore, it is hereby ordered that the Creditor's Claim filed by Constance Washington is forever barred and all actions to enforce the Claim are dismissed.

IT IS SO ORDERED!

  
Amy W. McCulloch  
Richland County Probate Judge

January 10, 2023  
Columbia, South Carolina

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

2012 CV 401070927

CIVIL CASE NUMBER

IN THE MAGISTRATE'S COURT

COMPLAINT

Constance C. Washington  
5925 Letitia Street  
Columbia, SC 29203

803-409-8898

PLAINTIFF(S)

Vs

Adella T. Adams  
724 Martha Street  
Columbia, SC 29203

DEFENDANT(S)

I, Constance C. Washington the plaintiff(s) in this civil action  
do make the following claims:

1. I believe that the defendant(s),

Adell T. Adams

is/are a resident(s) of Richland County, or this Complaint is properly filed in Richland County

2. I make this complaint on the following:

I would like to start off by saying that  
I have considered myself part of the  
Adams family for over 40 years. As a  
teenager I worked for Mrs. Adams. I cleaned  
her home every weekend for years. I also  
(Attach supplement if necessary)

3. I believe, because of the above information, that I am entitled to and do request a judgment for  
\$ 7500.00 and/or relief as below requested:

including any costs resulting in this action.

I STATE UNDER PENALTY OF PERJURY THAT THE ABOVE STATED FACTS ARE  
TRUE EXCEPT THOSE BASED ON MY BEST INFORMATION THAT I BELIEVE TO BE  
TRUE.

Constance C. Washington  
Signature of Plaintiff/Attorney

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2012 OCT 31 PM 4:26  
MAGISTRATE'S OFFICE

baby sat for her two boys.

On May 18, 2009 Mrs. Adell Adams was discharged from Wildwood Downs. While she was in the rehabilitation facility I washed her clothes. I volunteered to do that for her. She gave me gas money a number of times due to how often I came back and forth. Once she got home I asked her if she wanted me to stay with her and she said no. When she got home the first thing she wanted to do was go get her nails done. Was not in the best mobility situation but she demanded go. I took her. It was not the best situation. I stayed with her the rest of the day and left about 7:00 p.m. At 2:00 a.m. she called me and asked me to come up and change her and her linen. Went up to the house and washed her up and changed her and the linen. I returned home afterwards. I went up to her home again around 7:30 am when she called asked me to go get her breakfast from McDonalds. I went to McDonalds and got her breakfast. I got her paper out of the box, fixed her coffee and took her the breakfast and the paper while she was in bed. I then went and got her medication for her along with her water. At lunch time I fixed her lunch, got her meds, water, and phone. The same took place for dinner. This went on for about three days.

We were trying to get me employed with the company that was handling her physical therapy as a CNA. We found out through the physical therapist that I could not get employment just for her and if I did I would only come out twice a week.

The physical therapist left. I walked momma to the bath room. She started crying. I asked her why she was crying and she said because she could not pay me. I said momma I can't do this for free. She then told

me that she had a suit in on daddy and when she got that she would pay me. I agreed.

We did not agree to any amount so I called around to different places and found out they were charging \$15 to \$17.00 for home health care. I knew she was not going to pay me that much so I decided \$100.00 @ 36 days = \$3600.00, (Spent the night) \$25 @ 13 = \$325.00, (3 visits to get allergy shot, 3 visits to community meeting, 1 visit to Teachers' Association, 1 visit to a political luncheon, 1 visit to the doctor, 1 visit to the Rite Aid and Piggly Wiggly, 2 trips to Walmart and 1 visit to a 4<sup>th</sup> of July function) \$75.00 @ 32 days = \$2400 and \$50.00 @ 28 days = \$1400.00. Total \$7725.00 - \$100.00 = \$7625.00 I took care of Mrs. Adams over 96 days. If you divide 100 by 20 hours you get 5.00 an hour, 75 divided by 14 hours you get 5.35, 50 divided by 8 hours equals 6.25 an hour. It was difficult because she is very demanding and high maintenance. I checked on her more than that because when I stopped going to her house, I still checked to make sure she was getting breakfast, lunch and dinner. Numerous times I had to take her breakfast, lunch and dinner. Some of those times she ate out of my pot. I did not charge her for that.

She has in Columbia a son and a daughter-in-law and in Atlanta a son and a daughter-in-law. Neither of them assisted in her recovery. Her son Adrian gave me \$100.00 towards the care of his mother. That has been deducted from total.

Most of the time that I took care of her it went like this:

When I spent the night:

7:30 to 8:00 (McDonalds for breakfast)

UPPER TOWNSHIP

2012 OCT 31 PM 4:26

MAGISTRATE'S OFFICE

8:00 to 9:00 (Breakfast, meds and reading paper)

9:00 to 10:00 (Shower, lotion and dressed)

10:00 to 12:00 (Sat in Den to watch tv with water, cell and house phone)

12:00 to 1:00 (Lunch either prepared or went out for)

1:00 (Bathroom run)

1:00 (Back to Den)

1:30 to 2:30 (Went home)

2:30 to 4:30 (At house with Mrs. Adams)

4:30 to 5:00 (Dinner)

5:00 to 6:00 (Wash and put up dishes)

6:00 (Bathroom run)

6:00 (Back to Den)

6:30 to 7:30 (Went home)

7:30 to 8:30 (At house with Mrs. Adams)

8:30 to 9:00 (Assisted to bed)

9:00 to 1:00 (Bed until 1<sup>st</sup> bathroom run)

1:00 to 3:00 (Bed until 2<sup>nd</sup> bathroom run)

Then up by 7:30 to start again. This went on for 36 days. After 36 days is when I no longer spent the night with her. She had improved to be able to sleep in her own bed. The days still went the same except I

would leave between 9:00 and 10: 00 for the night. Back to her home at 7:30 .

The schedule went the same during the week. On the week-end I washed clothes including linen, changed the linen and got clothes ready for her for church on Sunday.

Mrs. Adams called me in October to change a bandage on her. I went up and changed the bandage and sat on her bed when I finished. She asked me did I notice anything new? I said no. She said I got a new bed. You hit the lottery I asked? She said no I got my money from Ben. Alright I thought to myself I will get some money soon.

When she got her money I was not even on the list. Mrs. Adams got a new king size mattress and box spring, new carpet in her bedroom, new carpet in another bedroom, same bedroom painted, a day bed in that bedroom, aquarium with fish in that same bedroom, remodeled hall bathroom, new front door, new storm door for front door, new Buick LaCross, remodeled kitchen, new computer chair, new dish washer, new refrigerator, new computer and utility room wallpaped. That's all I know that was obvious. I did not receive any financial funds.

When I emailed her to let her know how much she owed me I got no response from the emailed. I called her and asked her had she read my email? She said no. I told her how much she owed me. She told me that she did not have it. I told her that she needed to pay me something. She said she would call me back. Never did. She called her son, Adrian, whom called me and cursed me out good fashion. I never felt so disrespected in my life. When I called her back she would never answer the phone. She ordered some fruit from me and when I made

the delivery to her she had someone new in her home cleaning for her and I know she was getting paid.

I tried to borrow some money from Senator Patterson whom is a close friend of hers. He was surprised that I was not being paid. He told me he would talk to her and call me and that did not happen.

After going over the fees of what I charged Mrs. Adams it comes to \$7625.00.  $\$7725.00 - \$100.00 = \$7625.00$ . I feel that Mrs. Adams feels like I owe her something. I know that I have been a part of Mrs. Adams' family over 40 years. I don't ever remember receiving money from her. I received clothes. She has done for my children in the past. She has not done anything for me where she should feel like I had 96 days to give her free healthcare. Time was taken away from my husband and children that were still in school. She is still getting a bargain.

UPPER TOWNSHIP  
2012 OCT 31 PM 4:26  
MAGISTRATE'S OFFICE

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

Constance C Washington  
5925 Letitia Street  
Columbia, SC 29203

2012CV401070927  
CIVIL CASE NUMBER  
IN THE MAGISTRATE'S COURT  
ANSWER

PLAINTIFF(S)

Vs  
Adell T Adams  
724 Martha Street  
Columbia, SC 29203

DEFENDANT(S)

DEFENDANT ATTORNEY(S)

UPPER TOWNSHIP  
2013 MAR - 8 PM 2:22  
MAGISTRATE'S OFFICE

On \_\_\_\_\_ I was served with a Complaint requiring me to answer within thirty days from the date of service. My Answer which is hereby filed with the **Richland COUNTY SUMMARY COURT**, is as follows:

CHECK ONE:

- A. ☐ I contest the jurisdiction of the court based on the following: (use additional pages if necessary) \_\_\_\_\_
- B. ☐ I admit everything in the complaint and do not want a trial.
- C. ☐ I admit that I am responsible, but not for the total amount claimed by the Plaintiff(s) because: (use additional pages if necessary) \_\_\_\_\_
- D. ☒ I deny that I am responsible at all because: (use additional pages if necessary) \_\_\_\_\_

**YOU MUST FILE THIS DOCUMENT WITH THE COURT WITHIN THIRTY DAYS**

THE DEFENDANT/PLAINTIFF STATES THAT THE INFORMATION CONTAINED IN THIS ANSWER IS TRUE AND CORRECT TO THE BEST OF HIS/HER KNOWLEDGE.

DATED

5/5/2013

SIGNATURE OF DEFENDANT(S) (OR ATTORNEY)

*Adell T Adams*

**\*\*IF MORE THAN ONE DEFENDANT, ALL MUST FILE ANSWER\*\***

PLEASE RETURN TO: Richland County Upper Township Magistrate  
Office/Mailing-4919 Rhett St, Trial Court-1400 Huger St Columbia, SC 29203  
PHONE (803) 576-2570 FAX (803) 576-2579

To Whom It May Concern:

Re: Civil Case, 2012CV401070927, Constance Washington vs. Adell T. Adams

I am writing in response to Civil Case Number 2012CV401070927, Constance Washington vs. Adell T. Adams. I would first like to state that I am very appreciative of Mrs. Washington's services that she rendered to me during my rehabilitation from surgery. However, her services were not requested and I did not enter into a contract with her, legally binding me to allocate funds to her for her services. She volunteered to assist me, as she continues to refer to herself as a family member for over 40 years. Mrs. Washington did travel to the nursing home and also here to my home, to assist me and was paid gas money in appreciation for her services. However, I must reiterate, her services were not requested. My son, Adrian Eugene Adams, sent Mrs. Washington \$100 in appreciation for her rendering services to me. When I arrived home, my grandson, Adrian Jermaine Adams, was here to assist me with things that I needed. Mrs. Washington, again, volunteered her services. I was under the impression that since she referred to herself as a family member and that she is a neighbor; she had my best interest at hand and was offering to help as a sign of her generosity and friendliness.



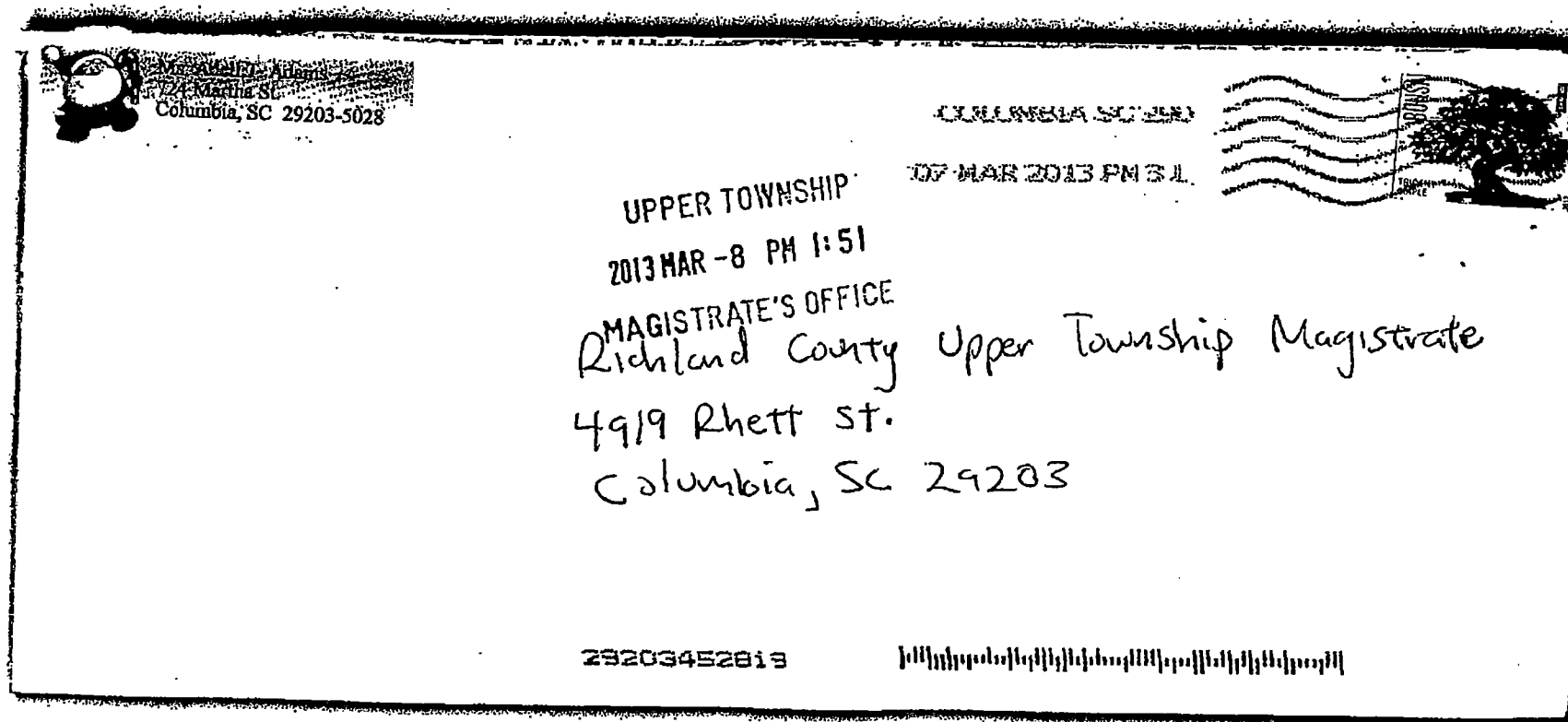
Signed, Adell T. Adams  
March 5, 2013

724 Martha St.  
Columbia, SC 29203

UPPER TOWNSHIP  
2013 MAR -8 PM 2:22  
MAGISTRATE'S OFFICE

59

13



22 Martha St.  
Columbia, SC 29203-5028

COLUMBIA SC 29203

07 MAR 2013 PM 3 L

UPPER TOWNSHIP

2013 MAR -8 PM 1:51

MAGISTRATE'S OFFICE  
Richland County

4919 Rhett St.

Columbia, SC 29203

Upper Township Magistrate

29203452813



# Personal Money Order

PRINTED WITH A BLUE BACKGROUND ON WHITE PAPER • SECURITY FEATURES LISTED ON BACK

**First Citizens**  
Member FDIC

110 0AN01

67-604  
539

1788763

BRANCH NO.

DATE April 30, 2013

PAY TO THE ORDER OF RICHMOND COUNTY UPPER TOWNSHIP

\$ 580.00

580 DOLLARS

DOLLARS

NOT GOOD OVER 1000 DOLLARS - INVALID AFTER 180 DAYS

FOR

REMITTER ADRIAN T. ADAMS

⑈001788763⑈

Given by: Adrian Adams

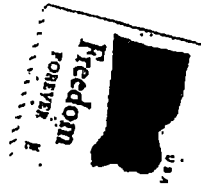
Adrian  
Adams.

On: 4/30/13

Received by: Corey Washington

On: 5/1/13

\* Defendant  
Purd  
on 4/30/13



Upper Township Magistrate Office

Judgment Pick-Up Form

Civil Case Number: 2012CV401070927

I, Constance Washington, received a check from the Upper Township Magistrate Office in the amount of \$580.00. This amount was awarded to me in a civil case against Ms. Adell Adams.

Signature: \_\_\_\_\_

Clerk: \_\_\_\_\_

Date: 5/8/13

UPPER TOWNSHIP  
2013 MAY -8 PM 2:54  
MAGISTRATE'S OFFICE

STATE OF SOUTH CAROLINA

COUNTY OF Richland

Constance C. Washington

Plaintiff(s)

vs.

Adell T. Adams

Defendant(s)

(Please Print)

Submitted By: Constance C. Washington

Address: 5925 Letitia St  
Colo, SC 29205

IN THE COURT OF COMMON PLEAS

CIVIL ACTION COVERSHEET

CV  
2012-CP-40-1070927

**2013CP400** 2623

SC Bar #:

Telephone #:

Fax #:

Other:

E-mail:

NOTE: The coversheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for the use of the Clerk of Court for the purpose of docketing. It must be filled out completely, signed, and dated. A copy of this coversheet must be served on the defendant(s) along with the Summons and Complaint.

**DOCKETING INFORMATION** (Check all that apply)

\*If Action is Judgment/Settlement do not complete

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

**NATURE OF ACTION** (Check One Box Below)

- |                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> Contracts<br><input type="checkbox"/> Constructions (100)<br><input type="checkbox"/> Debt Collection (110)<br><input type="checkbox"/> Employment (120)<br><input type="checkbox"/> General (130)<br><input type="checkbox"/> Breach of Contract (140)<br><input type="checkbox"/> Other (199) | <input type="checkbox"/> Torts - Professional Malpractice<br><input type="checkbox"/> Dental Malpractice (200)<br><input type="checkbox"/> Legal Malpractice (210)<br><input type="checkbox"/> Medical Malpractice (220)<br><input type="checkbox"/> Previous Notice of Intent Case #<br>20 <u>-CP-</u><br><input type="checkbox"/> Notice/ File Med Mal (230)<br><input type="checkbox"/> Other (299)                 | <input type="checkbox"/> Torts - Personal Injury<br><input type="checkbox"/> Assault/Slander/Libel (300)<br><input type="checkbox"/> Conversion (310)<br><input type="checkbox"/> Motor Vehicle Accident (320)<br><input type="checkbox"/> Premises Liability (330)<br><input type="checkbox"/> Products Liability (340)<br><input type="checkbox"/> Personal Injury (350)<br><input type="checkbox"/> Wrongful Death (360)<br><input type="checkbox"/> Other (399)                                                                                                                                                                                                     | <input type="checkbox"/> Real Property<br><input type="checkbox"/> Claim & Delivery (400)<br><input type="checkbox"/> Condemnation (410)<br><input type="checkbox"/> Foreclosure (420)<br><input type="checkbox"/> Mechanic's Lien (430)<br><input type="checkbox"/> Partition (440)<br><input type="checkbox"/> Possession (450)<br><input type="checkbox"/> Building Code Violation (460)<br><input type="checkbox"/> Other (499)                                                                                                                                                                        |
| <input type="checkbox"/> Inmate Petitions<br><input type="checkbox"/> PCR (500)<br><input type="checkbox"/> Mandamus (520)<br><input type="checkbox"/> Habeas Corpus (530)<br><input type="checkbox"/> Other (599)                                                                                                       | <input type="checkbox"/> Administrative Law/Relief<br><input type="checkbox"/> Reinstate Drv. License (800)<br><input type="checkbox"/> Judicial Review (810)<br><input type="checkbox"/> Relief (820)<br><input type="checkbox"/> Permanent Injunction (830)<br><input type="checkbox"/> Forfeiture-Petition (840)<br><input type="checkbox"/> Forfeiture-Consent Order (850)<br><input type="checkbox"/> Other (899) | <input type="checkbox"/> Judgments/Settlements<br><input type="checkbox"/> Death Settlement (700)<br><input type="checkbox"/> Foreign Judgment (710)<br><input type="checkbox"/> Magistrate's Judgment (720)<br><input type="checkbox"/> Minor Settlement (730)<br><input type="checkbox"/> Transcript of Judgment (740)<br><input type="checkbox"/> Lis Pendens (750)<br><input type="checkbox"/> Transfer of Structured Settlement<br>Payment Rights Application (760)<br><input type="checkbox"/> Confession of Judgment (770)<br><input type="checkbox"/> Petition for Workers<br>Compensation Settlement<br>Approval (780)<br><input type="checkbox"/> Other (799) | <input type="checkbox"/> Appeals<br><input type="checkbox"/> Arbitration (900)<br><input checked="" type="checkbox"/> Magistrate-Civil (910)<br><input type="checkbox"/> Magistrate-Criminal (920)<br><input type="checkbox"/> Municipal (930)<br><input type="checkbox"/> Probate Court (940)<br><input type="checkbox"/> SCDOT (950)<br><input type="checkbox"/> Worker's Comp (960)<br><input type="checkbox"/> Zoning Board (970)<br><input type="checkbox"/> Public Service Commission (990)<br><input type="checkbox"/> Employment Security Commission (991)<br><input type="checkbox"/> Other (999) |
| <input type="checkbox"/> Special/Complex /Other<br><input type="checkbox"/> Environmental (600)<br><input type="checkbox"/> Automobile Arb. (610)<br><input type="checkbox"/> Medical (620)<br><input type="checkbox"/> Other (699)<br><input type="checkbox"/> Sexual Predator (510)                                    | <input type="checkbox"/> Pharmaceuticals (630)<br><input type="checkbox"/> Unfair Trade Practices (640)<br><input type="checkbox"/> Out-of-State Depositions<br><input type="checkbox"/> Motion to Quash Subpoena<br>in Out-of-County Action<br>(660)                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |

Submitting Party Signature: C. Washington

Date: 4/30/13

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

SCCA / 234 (04/2012)

**FOR MANDATED ADR COUNTIES ONLY**

Allendale, Anderson, Beaufort, Clarendon, Colleton, Florence, Greenville, Hampton, Horry, Jasper, Lee, Lexington, Pickens (Family Court Only), Richland, Sumter, Union, Williamsburg, and York

**SUPREME COURT RULES REQUIRE THE SUBMISSION OF ALL CIVIL CASES TO AN ALTERNATIVE DISPUTE RESOLUTION PROCESS, UNLESS OTHERWISE EXEMPT.**

**You are required to take the following action(s):**

1. The parties shall select a neutral and file a "Proof of ADR" form on or by the 210<sup>th</sup> day of the filing of this action. If the parties have not selected a neutral within 210 days, the Clerk of Court shall then appoint a primary and secondary mediator from the current roster on a rotating basis from among those mediators agreeing to accept cases in the county in which the action has been filed.
2. The initial ADR conference must be held within 300 days after the filing of the action.
3. Pre-suit medical malpractice mediations required by S.C. Code §15-79-125 shall be held not later than 120 days after all defendants are served with the "Notice of Intent to File Suit" or as the court directs. (Medical malpractice mediation is mandatory statewide.)
4. Cases are exempt from ADR only upon the following grounds:
  - a. Special proceeding, or actions seeking extraordinary relief such as mandamus, habeas corpus, or prohibition;
  - b. Requests for temporary relief;
  - c. Appeals
  - d. Post Conviction relief matters;
  - e. Contempt of Court proceedings;
  - f. Forfeiture proceedings brought by governmental entities;
  - g. Mortgage foreclosures; and
  - h. Cases that have been previously subjected to an ADR conference, unless otherwise required by Rule 3 or by statute.
5. In cases not subject to ADR, the Chief Judge for Administrative Purposes, upon the motion of the court or of any party, may order a case to mediation.
6. Motion of a party to be exempt from payment of neutral fees due to indigency should be filed with the Court within ten (10) days after the ADR conference has been concluded.

**Please Note:** You must comply with the Supreme Court Rules regarding ADR.  
Failure to do so may affect your case or may result in sanctions.

STATE OF SOUTH CAROLINA  
COUNTY OF RICHLAND

IN THE COURT OF COMMON PLEAS

Constance C. Washington,

Civil Action No. 2012 CV 40-1070927

Plaintiff,

vs.

Adell T. Adams,

Defendant.

NOTICE OF APPEAL FROM  
MAGISTRATE'S COURT

APR 30 PM 4:41  
JETTE W. McBRIDE  
C.P. & G.S.

RICHLAND COUNTY  
FILED

COMES NOW, Plaintiff appeals the amount of the judgment entered in favor of Plaintiff by the Honorable Tomothy Edmond, on April 1, 2013. Written notice of the Order was received by the Appellant April 1, 2013. A copy of the Order is attached hereto. The grounds for the appeal relate only to the amount of the judgment.

Plaintiff alleged a contract existed between her and Defendant for home health care services between May and August of 2009. The Court held that Defendant was in default and as a result, the Defendant admitted all of the allegations in Plaintiff's Complaint. The Court held a hearing on damages April 1, 2013 and determined that the damages were liquidated, but erred in calculating the amount of the liquidated damages as being \$500 (plus court costs) instead of the amount admitted to in Plaintiff's Complaint of \$7,500.

Plaintiff will file a memorandum in further support of this appeal prior to the hearing.

Respectfully Submitted,

*Constance C. Washington*

Constance C. Washington  
5925 Letitia Street  
Columbia, SC 29203  
(803) 409-8898  
PLAINTIFF

Columbia, South Carolina  
April 29, 2013

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

2012CV401070927  
CIVIL CASE NUMBER

IN THE MAGISTRATE'S COURT

NOTICE OF DEFAULT  
JUDGMENT

Constance C Washington  
5925 Letitia Street  
Columbia, SC 29203

PLAINTIFF(S)

Vs

Adell T Adams  
724 Martha Street  
Columbia, SC 29203

DEFENDANT(S)

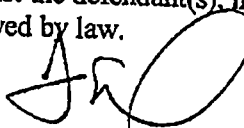
TO: Adell T Adams

IT APPEARING FROM the Affidavit of Default in the above entitled action that you were duly served with the Summons and Complaint of the plaintiff on February 5, 2013 and that you were required to answer or appear on or before thirty (30) days from the date of service, and not having answered or appeared you are now in default.

**IT FURTHER APPEARING:**

- ☒ That the damages sought herein are liquidated. Therefore, **IT IS ORDERED** that the plaintiff, Constance C Washington have judgment against the defendant(s), in the total amount of \$ 580.00 which includes such costs and disbursements as allowed by law.
- ☐ That the damages sought herein are unliquidated; that the plaintiff, Constance C Washington itemized the claimed account and appended thereto an affidavit that the account is true and correct and no part has been paid and a copy of the account and affidavit was served with the Summons. Therefore, **IT IS ORDERED** that the plaintiff have judgment against the defendant(s), in the total amount of \$0.00 which includes such costs and disbursements as allowed by law.

Dated: April 1, 2013

  
\_\_\_\_\_  
Judge Tomothy Edmond  
Upper Township Magistrate

STATE OF SOUTH CAROLINA )

COUNTY OF RICHLAND )

Constance C. Washington, )

Plaintiff, )

v. )

Adell T. Adams, )

Defendant. )

IN THE MAGISTRATE'S COURT  
UPPER TOWNSHIP MAGISTRATE

Case No.: 2012CV401070927

Appeal No: 2013CP4002623

Answer to Appeal

RICHLAND COUNTY  
FILED  
2013 MAY 31 PM 4:36  
JEANETTE W. McBRIDE  
C.C.P. & G.S.

The above captioned case was filed at the Upper Township Magistrate's Office on October 31, 2012. The Plaintiff, Constance C. Washington, Pro Se, hereinafter referred to as "Plaintiff", filed a Summons and Complaint against the Defendant, Adell T Adams Pro Se, hereinafter referred to as "Defendant".

At the initial filing, the Plaintiff requested the Richland County Sherrieff's Department to serve the pleadings on the Defendant. On November 27, 2012 and January 2, 2013, the pleadings were non-serviced. The plaintiff hired a private process server and the Defendant was served on February 5, 2013. An answer was filed with the court on March 8, 2013 after the prescribed thirty (30) day answer period.

Court was scheduled on April 1, 2013 at 9:00 am. All parties appeared. Before testimony began, the Plaintiff and Defendant were made aware that the Honorable Judge Edmond knew a relative of the Defendant but it would not affect his final decision. Parties were also made aware that if anyone was uncomfortable, the case could be transferred. Both parties agreed to move forward with the case.

Testimony began first from the Plaintiff. She stated she had been a family friend for 41 years and took care of the defendant from May 21, 2012 until August 24<sup>th</sup> 2012. According to the Plaintiff she is a Certified Nursing Assistant (CNA) and the cost for home health care is anywhere from \$16-\$17 dollars an hour. She then stated that she knew the Defendant was not going to pay her that much so she charged her by the day at \$5-\$6.25 an hour. Plaintiff alleged that she stayed with the Defendant overnight for thirty six (36) nights and sixty (60) days from the hours of 7:30am to 9:00pm and sometimes 10:00pm. The Plaintiff stated that she and the Defendant had an agreement that after the Defendant received settlement money from another pending case that she would be able to pay her but no amount was agreed upon. Plaintiff did admit the Defendant's son had given her one hundred (100) dollars which she deducted from the amount she feels is owed to her. Plaintiff called her first witness, Ms. Kayla Washington (Plaintiff's daughter) and then called her friend Essie Canty James as a second witness. Both witnesses testified that the Plaintiff was always away from home, missing school and other functions because she was working for the Defendant.

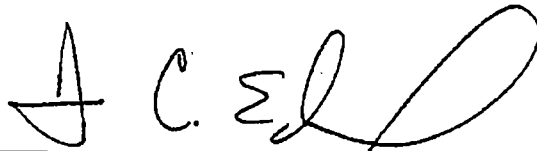
During the Defendant's testimony, she denied that the plaintiff took care of her for the amount of time that was previously stated. She said that when the Plaintiff did take care of her she volunteered. Defendant testified that she never agreed to pay the Plaintiff and also stated that she gave the plaintiff money to buy things for her daughter as well as herself. The Defendant's first witness was her grandson, Adrian J Adams, who testified that he was always there to help with his grandmother but the Plaintiff volunteered her services and would not allow him to do anything so he did not believe she deserved any money. The Defendant's second witness Adrian Adams (Defendant's son) testified that he helped his mother during her recovery. He said he gave the Plaintiff one hundred (100) dollars for helping the Defendant. The Defendant's third

witness was Sharon Adams (Defendant's daughter-in-law) testified that she caught the Plaintiff stealing groceries and toiletries from the Defendant. All of the Defendants witness felt that the amount the Plaintiff was asking for was not earned.

**Conclusion**

It appeared that there was no contract or amount agreed upon, and based on the testimonies of all parties involved a judgment amount of five hundred (500) dollars was granted in favor of the plaintiff plus the court costs of eighty (80) dollars for a total of five hundred eighty (580) dollars. The Defendant paid the \$500 in full and it was received by the plaintiff on May 8, 2013.

**AND IT IS SO ORDERED.**

A handwritten signature in black ink, appearing to read 'T. C. Edmond', written over a horizontal line.

The Honorable Tomothy C. Edmond  
Presiding Judge  
Richland County Magistrate's Court

May 31, 2013

STATE OF SOUTH CAROLINA )

COUNTY OF RICHLAND )

IN THE COURT OF COMMON PLEAS

Constance Washington, )

Plaintiff(s), )

vs. )

Adell T. Adams, )

Defendant(s). )

Civil Action No. 2013-CP-40-02623

**MOTION FOR SUPPLEMENTAL  
PROCEEDINGS**

TO: THE ABOVE-NAMED DEFENDANT(S):

Plaintiff, Constance Washington, alleges:

1. Plaintiff has duly recovered a Judgment against the Defendant in the Court of Common Pleas of Richland County, State of South Carolina upon motion for sanctions pursuant to Rule 37 and Entry of Default Judgment. The total judgment is Seven Thousand Five Hundred and 00/100 (\$7,500.00) Dollars, which balance, together with post-judgment expenses and lost profits at the lawful statutory rate and subsequent costs, remains unpaid.

2. The Plaintiff is informed and believes that the Defendant may have property and assets which it unjustly refuses to apply toward satisfaction of the said Judgment.

3. The Plaintiff is of the opinion that it is entitled, therefore, to examine the Defendant under oath concerning any assets which it may own in order to locate and ascertain the financial assets of the Defendant for the purpose of satisfying the judgment obtained against the said Defendant.

4. The Plaintiff is of the opinion that it is entitled to have the Defendant required by Subpoena to produce for inspection in advance of the aforesaid examination of any and all bank books, checkbooks, savings account books, or any other record of any financial institution; current

agreements, or contracts for products, services or work; complete and accurate financial statements; records of inventory; insurance policies, tax assessment notices for all property, real or otherwise, owned in whole or in part by the Defendant(s); tax returns for the United States and for the State of South Carolina as well as tax returns prepared or filed by the Defendant for any other state for the years 2012 through 2019; all lease agreements; stock subscription agreements; stock certificates and any documents evidencing debt owed to Defendant by any other individual or entity (such as judgment or mortgage note).

WHEREFORE, Plaintiff prays as follows:

1. For an Order requiring an authorized representative of the Defendant to appear before the Honorable Circuit Judge or his appointee or referee at some time and place to be designated in said Order to answer under oath questions propounded to it by Plaintiff;
2. For a subpoena directing the aforesaid representative of the Defendant to produce for inspection in advance of the aforesaid examination of all books, records and documents relating to the financial status of the Defendant including financial statements, stock certificates, vehicle titles, tax returns and bank account records; and
3. For such other and further relief as this Honorable Court may deem just and proper.

*(Signature on next page)*

GOODWYN LAW FIRM, LLC

s/T. Jeff Goodwyn, Jr.  
T. Jeff Goodwyn, Jr. (73789)  
2519 Devine Street  
Suite A  
Columbia, SC 29205  
(803) 251-4517 Phone  
(803) 251-4527 Facsimile  
jgoodwyn@goodwynlaw.com  
*Attorney for Plaintiff*

Columbia, South Carolina

January 10, 2020

STATE OF SOUTH CAROLINA )  
COUNTY OF RICHLAND ) IN THE COURT OF COMMON PLEAS  
  
Constance C. Washington, ) Civil Action No. 2013-CP-40-02623  
  
Plaintiff(s), )  
  
vs. )  
  
Adell T. Adams, )  
  
Defendants(s). )

**RULE TO SHOW CAUSE AND  
ORDER FOR SUPPLEMENTAL  
PROCEEDINGS**

IT APPEARING from the Motion of Constance C. Washington, (hereinafter designated as Plaintiff that a Judgment has been rendered against the Defendant, Adell T. Adams (hereinafter designated as "Defendant"), and that the Defendant has property which it unjustly refuses to apply towards satisfaction of said Judgment; and,

IT FURTHER APPEARING that the Plaintiff is entitled to examine the Defendant under oath concerning any assets which they may own, and to locate and ascertain the financial assets of the Defendant, for the purpose of satisfying the Judgment obtained against the said Defendant, as more fully described in the attached Motion;

NOW, THEREFORE, IT IS ORDERED THAT this matter be referred to the Master in Equity, Joseph M. Strickland, for Richland County, for further proceedings consistent with this Order and that the aforesaid Defendants appear before the said Master in Equity on the 10<sup>th</sup> day of February, 2020, at 11:30 a.m., in compliance with the said Motion and this Order, at the Richland County Courthouse, in Columbia, South Carolina, to answer under oath concerning your assets questions propounded to Defendant by the Plaintiff); to SHOW CAUSE why your property should not be applied toward satisfaction of the judgment set out in the Motion; and to SHOW CAUSE why a Receiver of your property should not be appointed, pursuant to the provisions of S.C. Code Ann. § 15-39-430.

IT IS FURTHER ORDERED that pursuant to S.C. Code Ann. § 15-39-390 and Rule 53 SCRCF, the Master-In-Equity will entertain and rule upon all motions necessary to dispose of this matter, to include but not limited to, motions to dismiss; motions to appoint Receiver, motions to continue the matter and motions to sell all or certain property of judgment debtor in satisfaction of the Plaintiffs' debt and has authority to enter a Final Order, with any appeal directly to the South Carolina Supreme Court.

IT IS FURTHER ORDERED THAT COPIES OF THIS ORDER, AND THE ATTACHED MOTION, BE PERSONALLY SERVED AS PROMPTLY AS POSSIBLE ON THE AFORESAID DEFENDANT.

YOU ARE FURTHER ORDERED TO BRING WITH YOU TO THE HEARING THE FOLLOWING:

1. Current checkbooks or any accounts in the name of said Defendant, along with bank statements on said accounts for the past twelve (12) months and canceled checks on any such accounts from January 1, 2013, to present.
2. Detailed statements of accounts received belonging to Defendant, whether or not the same may be pledged or hypothecated.
3. Any certificates of deposit, savings account passbooks, stock certificates in any publicly held or closely held corporations, as well as any bonds owned by Defendant either separately or jointly held with others.
4. Any balance sheets, profit and loss statements, or financial statements, audited or unaudited, prepared and issued by Defendant since January 1, 2013.
5. Certificates of title to any vehicles, mobile homes, or water craft owned by Defendant either separately or jointly due to any lien on any of said vehicle or mobile homes or water craft, then in lieu thereof a written statement detailing a description of each item including year, model, serial number, present value, and the amount of any lien therein shall be furnished.
6. Any Deeds, Mortgages, Notes, Contracts of Sale, and Settlement or Closing Statements relating to any real estate transactions involving Defendant since January 1, 2013.
7. Copies of any life insurance policies owned by Defendant, along with any information pertaining to the cash value of said policies and any loans outstanding on any of said policies.
8. A written inventory or any items of jewelry or art owned by Defendant, including a description of each item of jewelry or art and its most recent appraised evaluation.
9. Any leases of realty or personally in favor of Defendant either individually or jointly with others.
10. Any and all books, records, documents, or writings concerning the financial status of Defendant not herein before specified. Any tax receipts, tax returns, tax supplement forms, and any and all other documents, forms, or letters filed with the United States Internal Revenue Service, the South Carolina Tax Commission, or the Tax Authority of any other state within the last five (5) years.

\_\_\_\_\_  
Circuit Court Judge

DATED: \_\_\_\_\_, 2020

Columbia, South Carolina



Richland Common Pleas

**Case Caption:** Constance C Washington vs Adell T Adams

**Case Number:** 2013CP4002623

**Type:** Order/Referred to Master or Special Referee

IT IS SO ORDERED!

s/ Alison Renee Lee, Chief Administrative Judge  
for 2020

Electronically signed on 2020-01-14 11:17:46 page 4 of 4

# **TRANSCRIPT OF RECORDED HEARING**

\*\*\*\*\*



**CREEL COURT REPORTING, INC.**  
1230 Richland Street / Columbia, SC 29201  
(803) 252-3445 / [contact@creelreporting.com](mailto:contact@creelreporting.com)

TRANSCRIPT OF RECORDED AUDIO

2

1 THE COURT: All right. We're making a recording in  
2 the Estate of Adell Adams, 2020-ES-40-392. Mr.  
3 Adrian Eugene Adams is currently serving as the  
4 Personal Representative. Is that you, sir?

5 MR. ADRIAN ADAMS: Yes, ma'am.

6 THE COURT: All right. Heirs to the estate are  
7 Benjamin E. Adams, Jr., is he present?

8 MR. BENJAMIN ADAMS: Yes, Your Honor.

9 THE COURT: Come to this table, sir. And Adrian  
10 Adams, I've already recognized. And Mr. Adams,  
11 I believe you've recently -- or in the last  
12 year, hired an attorney to assist you?

13 MR. ADRIAN ADAMS: Yes, ma'am.

14 THE COURT: And it's Ms. Marshall-Wright?

15 MS. WRIGHT: Yes, Your Honor.

16 THE COURT: Nice to see you.

17 MS. WRIGHT: Likewise, Your Honor.

18 THE COURT: Other interested party at this stage,  
19 Ms. Constance Washington?

20 MS. WASHINGTON: Yes, ma'am.

21 THE COURT: Nice to see you. And your Attorney Mr.  
22 Jeff Goodwyn.

23 MR. WASHINGTON: Yes, ma'am.

24 THE COURT: All right. Ms. Marshall -- Wright, I'll  
25 let you lead the way and tell me what's going



CREEL COURT REPORTING, INC.  
1230 Richland Street / Columbia, SC 29201  
(803) 252-3445 / contact@creelreporting.com

1 on in this estate.

2 **MS. WRIGHT:** Thank you, Your Honor. May it please  
3 the Court. This estate has been opened for  
4 nearly three years. And Mr. Adams obtained my  
5 services to assist with closing the estate. I  
6 think the primary issue here is, there was a  
7 creditor's claim filed by Ms. Washington, and  
8 Mr. Adams properly denied that claim. Ms.  
9 Washington's Counsel did not request a hearing  
10 after it was denied, and now here we are. And  
11 I believe this was Ms. Washington's request for  
12 us to have today's hearing.

13 **THE COURT:** Okay. And Mr. Goodwyn, your client  
14 filed a creditor's claim against the estate?

15 **MR. GOODWYN:** Yes, Your Honor. May 20th of 2020.

16 **THE COURT:** Hold on a second. Let's get all our  
17 phones turned to silent, or off. Thank you.

18 All right. May of 2020. Were you  
19 assisting her at that point?

20 **MR. GOODWYN:** Yes, Your Honor.

21 **THE COURT:** Okay. These are for services prior to  
22 death, and actually a judgement prior to death?

23 **MR. GOODWYN:** Right. I represented her in a case  
24 that ultimately resulted in a judgement prior  
25 to death. And then, after Ms. Adams died, then



TRANSCRIPT OF RECORDED AUDIO

4

1 she filed a creditor's claim.

2 THE COURT: All right. You acknowledge the  
3 creditor's claim as timely and properly filed?

4 MR. WRIGHT: I do, Your Honor.

5 THE COURT: Okay. Then what happens next, Mr.  
6 Goodwyn?

7 MR. GOODWYN: We received, in February of 2022 and  
8 unsigned disallowance of the claim. After some  
9 research -- well -- (inaudible) -- sent a  
10 letter to Mr. Adams letting him know that we  
11 received an unsigned disallowance, that it was  
12 not properly filed because of -- first, it was  
13 unsigned; second, it was not timely. It was  
14 filed more than 60 days after the creditor's  
15 claim was filed, and more than 14 months after  
16 death. What he did file with the Court was --  
17 he did find -- file a signed disallowance for  
18 the Court, but it was -- the copy he received  
19 was not signed. So I did not file a petition  
20 to allow the claim because it was, it was --  
21 what I received was not signed, it was not  
22 proper for that reason and it was not timely.  
23 So in either -- neither case, it's not a proper  
24 and timely disallowance. So, it -- the need to  
25 file a petition to allow was not necessary.



**CREEL COURT REPORTING, INC.**  
1230 Richland Street / Columbia, SC 29201  
(803) 252-3445 / [contact@creelreporting.com](mailto:contact@creelreporting.com)

1 THE COURT: All right. Ms. Wright?

2 MS. WRIGHT: Your Honor, as you're aware, Mr. Adams  
3 had no representation and relied heavily on  
4 guidance from the Court. There's nothing in  
5 the file that indicates that this Notice of  
6 Creditor's Claim was actually, personally  
7 served to my client, just that it was filed  
8 with the Court, that's ---

9 THE COURT: Well, it was required.

10 MS. WRIGHT: He was not aware ---

11 THE COURT: Well, stop right there. The creditor  
12 claim -- the Stat- -- the -- our law is that  
13 the creditor only has to file with Court, so  
14 that's all -- a Personal Representative is  
15 responsible for knowing what's in the Probate  
16 File.

17 MS. WRIGHT: (Inaudible due to multiple speakers.)

18 THE COURT: Period. End of story. Additionally, if  
19 I'm not incorrect, we always send it to the PR  
20 ourselves. So that, that argument is not  
21 proper.

22 MS. WRIGHT: I understand that that's a ---

23 THE COURT: Well, wait a minute, wait a minute. To  
24 be very specific, your client received an e-  
25 mail with the creditor claim from my Estate



TRANSCRIPT OF RECORDED AUDIO

6

1 Clerk Cammie Campbell on May 20th at 10:57  
2 a.m., approximately, 10 minutes after it was  
3 filed. A personal representative is required  
4 to re- -- to know what e-mails come to him from  
5 the Court and respond appropriately. So that  
6 argument is inappropriate. Next.

7 **MS. WRIGHT:** I understand, Your Honor. My client  
8 does not recall this e-mail, and from his  
9 recollection ---

10 **THE COURT:** Irrelevant. He has a responsibility to  
11 know what's in this File, by coming to Court,  
12 looking online, which he has been told at his  
13 opening appointment, you can view all documents  
14 online, or he can physically come to the Court  
15 and look at the documents on our viewer.

16 **MS. WRIGHT:** I understand, Your Honor. When Mr.  
17 Adams became aware of what he needed to do, he  
18 did submit a denial. The Statute does not  
19 require that an explanation for this denial be  
20 given.

21 **THE COURT:** Agreed.

22 **MS. WRIGHT:** And it was served ---

23 **THE COURT:** 100 percent agreed with that. There's  
24 no Statutory requirement for an explanation for  
25 the denial, and it doesn't make it invalid or



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1           improper. Go ahead.

2   **MS. WRIGHT:** The Statute also doesn't state that if  
3           one is improperly filed that a letter should be  
4           sent to the PR, but that a request for a  
5           hearing should be submitted to the Court within  
6           30 days, and that did not ---

7   **THE COURT:** No, that's ---

8   **MS. WRIGHT:** --- happen here.

9   **THE COURT:** --- not what the Statute says. The  
10          Statute says that the creditor -- well, upon  
11          mailing of a disallowance, the creditors only  
12          choice is to file a summons and petition and  
13          \$150 within that 30 days. That wasn't -- that  
14          didn't happen. It's not about requesting a  
15          hearing. Those are not proper words for this  
16          pathway in Probate. When a PR mails the  
17          disallowance of claim, the creditor has 30 days  
18          from the date it's mailed, which is an unusual  
19          piece of our law, to file a summons and a  
20          petition and pay \$150 to pursue their claim.  
21          That did not happen. Go ahead.

22   **MS. WRIGHT:** That's all, Your Honor. The, the  
23          claim, as I mentioned, by the creditor, he did  
24          not follow the Statute and submitted what  
25          should've been submitted to the Court timely.



1     **THE COURT:**     Well, help me with the difference  
2                   between what he filed with the Court and what  
3                   he mailed to Mr. Goodwyn. That's bothering me.

4     **MS. WRIGHT:**   (No audible response.)

5     **THE COURT:**   And you're gonna have to probably put  
6                   him on the witness stand and have him testify  
7                   as to what he did since you weren't his  
8                   attorney at that point.

9     **MS. WRIGHT:**   All right. Your Honor, I'd like to  
10                  call Mr. Adams to the stand.

11               (Whispering.)

12    **THE COURT:**   Mr. Adams, you're gonna come around to  
13                  the witness stand. Before you take your seat,  
14                  place your left hand on the Bible and raise  
15                  your right hand.

16    **MR. ADRIAN ADAMS:**   (Witness complies.)

17    **THE COURT:**   Do you swear the testimony you're about  
18                  to give to be the truth, the whole truth and  
19                  nothing but the truth, so help you God?

20    **MR. ADRIAN ADAMS:**   Yes, ma'am.

21    **THE COURT:**   Have a seat.

22    **THE COURT:**   Yes, ma'am.

23    **MR. ADRIAN ADAMS - DIRECT EXAMINATION BY MS. WRIGHT:**

24    **Q:**     Mr. Adams, could you please state and spell  
25              your full name for the record?



TRANSCRIPT OF RECORDED AUDIO

9

1 A: Adrian Eugene Adams. A-D-R-I-A-N, Eugene E-U-G-  
2 E-N-E, Adams A-D-A-M-S.

3 Q: And what is your relationship to Ms. Adell  
4 Adams?

5 A: Her son.

6 THE COURT: I need you to speak up, sir. Even  
7 though there's a microphone there ---

8 MR. ADRIAN ADAMS: Is it on?

9 THE COURT: --- you still have to lift your voice a  
10 little bit. We're so glassed in, it's hard to  
11 hear.

12 (Technical audio interference.)

13 Q: And were you appointed as the Personal  
14 Representative of this estate?

15 A: Yes.

16 Q: And during that time, have you done your duties  
17 in administering the estate and ensuring that  
18 all the expenses have been paid?

19 A: Yes.

20 Q: Are you aware of this creditor's claim that was  
21 filed against the estate by Ms. Constance  
22 Washington?

23 A: Yes. I found out from the Court, yes.

24 THE COURT: Louder, sir, please.

25 A: Yes. I found out from the Court, yes.



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1 Q: And when did you become aware of the creditor's  
2 claim?

3 A: I guess, within the last year -- (technical  
4 audio interference) -- if I remember right.

5 Q: (Technical audio interference) -- made aware of  
6 the creditor's claim, what action, if any, did  
7 you take?

8 A: I called the Court, they told me to -- how to  
9 file the paperwork, so I came to allow me to  
10 fill out everything, and then I mailed it to --  
11 a copy to their attorney and I mailed a copy to  
12 the Court -- (inaudible) ---

13 Q: Now, Mr. Adams, there is a copy of your denial  
14 on the Courts record, and it is signed.  
15 However, you heard Opposing Counsel just state  
16 that the copy that he received from you was not  
17 signed. Can you explain to the Court why that  
18 was, and what the difference was between the  
19 copy you filed and the copy that you submitted?

20 A: On that day, I had -- I don't know, it was a  
21 few claims, and so, we had a long line at UPS  
22 and I was just signing everything. And it's --  
23 that's just the copy that did not get signed,  
24 but it was -- (technical audio interference) --  
25 that we sent to the Court, and the Court



1 informed me that -- well, we got the copy, so  
2 they need to check if it was sent, so. And I  
3 said, okay, and here we are.

4 Q: So is your testimony that the copy that was  
5 sent to Ms. Constance Washington's Attorney was  
6 not signed and it was probably an error because  
7 you submitted a lot of creditor's claims that  
8 day?

9 A: Yes, it was an error.

10 Q: Did you receive the letter that Ms.  
11 Washington's Attorney sent on November -- I'm  
12 sorry, on February the 16th of 2022?

13 A: My memory is short. I was in a bad car  
14 accident and I had memory loss, so I don't, I  
15 don't remember.

16 Q: I do have a copy of the letter here. If I show  
17 it to you, will it refresh your memory?

18 A: Yes, ma'am.

19 MS. WRIGHT: Your Honor, may I approach?

20 THE COURT: Yes, sir -- yes, ma'am, you can. Excuse  
21 me.

22 Q: This is a copy of the letter that we're  
23 referencing.

24 A: (Reviews document.) If they say it came -- I  
25 can't remember. I was in memory loss therapy,



TRANSCRIPT OF RECORDED AUDIO

12

1 so I, I don't, I don't remember what -- if they  
2 say it came, I'm -- I can't dispute it.

3 Q: Okay. So even after looking at that letter,  
4 you do not ---

5 A: I don't, I don't remember.

6 Q: --- recall receiving it? Have you been in  
7 contact with Ms. Constant -- Constance  
8 Washington's Attorney at any point regarding  
9 resolving this claim?

10 A: Never. Never.

11 Q: Okay. Can you tell me, what, if anything, do  
12 you know about this claim?

13 A: Nothing. What's going on -- just what they  
14 say, what we owe, that's it.

15 Q: Okay.

16 A: I haven't dug deeper to find out what was going  
17 on. I -- what I do know is, my mother said  
18 this claim was denied twice, and then she won  
19 by default. So, that's ---

20 Q: Okay.

21 A: --- what I do know.

22 Q: Now, during the course of administering this  
23 estate, you were familiar with the estate  
24 assets, is that correct?

25 A: Yes. Somewhat, somewhat.



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1 Q: Okay. Can you just briefly describe what type  
2 of assets were in the estate?  
3 A: Kind of -- you have the home, her car, and  
4 that's about it. And what she had left in her  
5 bank account.  
6 Q: And, is the home paid for?  
7 A: No. There's a \$80,000 loan on it where she got  
8 scammed 15 years ago.  
9 Q: And do you know how much is still owed on the  
10 home right now?  
11 A: I have to -- (technical audio interference) --  
12 here at the bottom, here at the bottom it says  
13 88,000, as we speak.  
14 Q: And there is a mortgage on the home?  
15 A: Yes -- (technical audio interference) ---  
16 Q: Approximately, how much is the mortgage ---  
17 A: --- (technical audio interference) -- probably,  
18 500 -- (inaudible) ---  
19 Q: The monthly amount that you pay ---  
20 A: Oh, the monthly amount. (Technical audio  
21 interference) -- (inaudible).  
22 Q: Have you paid that consistently?  
23 A: Yes, I have -- (technical audio interference)  
24 -- (inaudible due to microphone malfunction) --  
25 -



TRANSCRIPT OF RECORDED AUDIO

14

1 Q: There -- I'm sorry. Was there any cash in this  
2 estate when -- (inaudible) ---

3 A: No.

4 Q: --- first opened? Was there enough cash to pay  
5 the mortgage and all the expens- ---

6 A: No. I pay -- I -- (technical audio  
7 interference) -- (inaudible) -- I was hoping to  
8 pay it back the -- (inaudible) ---

9 Q: Have you been able to recoup all of your  
10 expenses that ---

11 A: Zero.

12 Q: --- you have put into this ---

13 A: Zero.

14 (Break in audio.)

15 MR. GOODWYN: --- say that you -- (inaudible) --  
16 that the disallowance and the creditor's claim  
17 that you served on Ms. Washington was not  
18 signed?

19 MR. ADRIAN ADAMS: (Inaudible.)

20 MR. GOODWYN: --- say that the disallowance you  
21 served on Ms. Washington was not signed?

22 MR. ADRIAN ADAMS: Yes. Yes, I did it all the same  
23 day.

24 MR. GOODWYN: Okay.

25 MR. ADRIAN ADAMS: Served a copy to everybody. Then



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1 I, I walked a copy back to this Court and I  
2 mailed a copy to, I guess, your office. I  
3 guess, you got it.

4 MR. GOODWYN: And this proof of service -- proof of  
5 delivery -- (whispering) -- I'm probably just  
6 gonna show you the proof of delivery, as well.

7 Yeah. Is that the proof of delivery you  
8 served on Ms. Washington?

9 MR. ADRIAN ADAMS: Yes, sir.

10 MR. GOODWYN: All right.

11 Your Honor, I'd like to go ahead and mark  
12 this as -- I'm not sure why they name them  
13 Creditor's Exhibit 1.

14 (Creditor's Exhibit Number 1 was marked for  
15 identification purposes.)

16 THE COURT: Do you have a copy you wanna mark?

17 MR. GOODWYN: Yes.

18 (47 Seconds of Inaudible Recording.)

19 MR. GOODWYN: Do you agree with me that there's  
20 nothing written at the top as to what date the  
21 documents being served, and which -- what  
22 document is actually being served?

23 MR. ADRIAN ADAMS: Through -- that was -- not  
24 written right here -- right here, up there on  
25 this page.



1 MR. GOODWYN: Okay.

2 MR. ADRIAN ADAMS: I got two more -- (inaudible) --  
3 right here -- (inaudible) ---

4 MR. GOODWYN: The disallowance that you did file  
5 with the Court, that was filed on November 8th  
6 of 2021?

7 MR. ADRIAN ADAMS: Same day.

8 MR. GOODWYN: Okay. And would you agree with me  
9 that that's more than 14 months after the date  
10 of death?

11 (10 Seconds of Inaudible Recording.)

12 MR. ADRIAN ADAMS: All I know, every time the Court  
13 call, I answer them.

14 MR. GOODWYN: Okay.

15 MR. ADRIAN ADAMS: But I was going through a lot, so  
16 I did the best I could.

17 MR. GOODWYN: All right. And did you respond to the  
18 Court when they sent you the e-mail with Ms.  
19 Washington's creditor's claim?

20 MR. ADRIAN ADAMS: All I know, I just brought in  
21 whatever they asked me to bring up there each  
22 time. I did whatever they asked me to do.

23 MR. GOODWYN: All right. Would you agree that the  
24 disallowance that you filed with the Court was  
25 more than 60 days after Ms. Washington's



1 creditor's claim was filed?

2 **MR. ADRIAN ADAMS:** Up here? I don't know if it was  
3 60 days. I don't know it -- well, on time.  
4 They told me it was on time, so. Then I --  
5 when I got here they tell me it was 60 days  
6 late. I didn't know anything about 60 days  
7 late, I just did what they asked me to do. And  
8 then, when it got complicated, I got a lawyer.

9 **MR. GOODWYN:** Okay. All right. That's all I have,  
10 Your Honor.

11 **THE COURT:** You may step down, sir.

12 **MR. ADRIAN ADAMS:** Thank you.

13 **THE COURT:** And Mr. Goodwyn, you and your client, I  
14 need to be super clear, you're not saying you  
15 didn't get the Notice of Disallowance, you  
16 acknowledge receiving it?

17 **MR. GOODWYN:** Right. We acknowledge receiving it.

18 **THE COURT:** When did she receive it?

19 **MR. GOODWYN:** We received it in February. He sent -  
20 - I think he said he sent it in November. It  
21 did go to my old address on Devine Street, it  
22 got forwarded to my new address in February,  
23 and that's when I received it, in February.  
24 That's fir- -- turn right around and sent him  
25 that letter.



1 THE COURT: So 2519 Devine Street, Suite A was your  
2 old address?

3 MR. GOODWYN: Old address. I'm at 2309 Devine  
4 Street ---

5 THE COURT: And it eventually got to you in  
6 February?

7 MR. GOODWYN: Right.

8 THE COURT: And you immediately sent him that  
9 letter?

10 MR. GOODWYN: Right. Saying it was received, but  
11 was not signed. We think what we did was  
12 proper for the time -- (inaudible) -- because  
13 it wasn't signed that we didn't need to file a  
14 response or a petition for allowance incurring,  
15 for those reason only. We never received a  
16 signed disallowance sent after that.

17 THE COURT: So when you received it in February you  
18 did not file a summons and petition for  
19 allowance of claim?

20 MR. GOODWYN: No.

21 THE COURT: Okay. Anything further?

22 MR. GOODWYN: Not on this issue.

23 THE COURT: What other issue is there?

24 MR. GOODWYN: Well, there's the issues -- I mean, if  
25 the, if the claim is allowed then we dispute



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1           their claim, estate expenses. So that's a  
2           whole other issue. But on the issue of the  
3           creditor's claim, again, I think the reason you  
4           asked him to be called to the stand now, was  
5           just about the creditor's claim, the timing of  
6           the allowance and all that, and not necessarily  
7           will the merits of the judgement. I can call  
8           my client about the merits of the judgement  
9           itself, but. That's not the issue before us  
10          right now.

11   **THE COURT:** Right. I agree with Ms. Wright that the  
12          Statute does not require the signing of the  
13          disallowance form to make it valid, and that  
14          unsigned doesn't make it invalid. I don't  
15          like the sloppiness of -- obviously, of how  
16          your client handled this, where one copy to the  
17          Court has got completion of some very important  
18          information for the Court, and the other copy  
19          is sent to Mr. Goodwyn without it being signed,  
20          without a date and what he is mailing on the  
21          proof of delivery. That's sloppy. But it  
22          doesn't make the disallowance disappear.  
23          Additionally, the 60 days after death and the  
24          14 days -- 14 months after year of death, is  
25          for the prompting of the Court to hold the



1 Personal Representative responsible. It does  
2 not make the final filing of his disallowance,  
3 outside of that time frame, invalid either.  
4 Nor did it alleviate the Claimant of, of the  
5 duty -- the Statutory duty that, upon receiving  
6 the disallowance, file a summons and petition  
7 and a \$150 for the allowance. That's what the  
8 Creditor is told to do, required to do. It's  
9 on the form, and it's in the Statute. It's  
10 specifically referring to 62-3-806, the whole  
11 first paragraph, subparagraph A needs to be  
12 read, because it is -- it was not for just you  
13 to send this letter and say I have no  
14 responsibilities beyond this point, she had the  
15 responsibility to file a summons and petition  
16 for allowance of the claim. The disallowance  
17 stands and the time period for annul -- a  
18 petition for -- summons and petition for  
19 allowance is past.

20 MR. GOODWYN: Your Honor ---

21 THE COURT: Uh-huh.

22 MR. GOODWYN: --- allowed to extend that period,  
23 due to the fact that we had received a signed  
24 disallowance ---

25 THE COURT: It doesn't require it to be signed. You



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1       should've filed for summons and petition for  
2       allowance of claim to protect her claim. And  
3       that was within 30 days of mailing -- and your  
4       argument would have legs if you were saying, I  
5       didn't get it till February, so I needed  
6       additional time to file the summons and  
7       petition, but you never filed the summons and  
8       petition even after notice of a cred- --  
9       closing hearing back in July of this year, and  
10      even after she sent you a proposal for  
11      distribution right -- notice for right to  
12      demand a hearing, you still didn't file the  
13      summons and petition for allowance of claim.  
14      I can't allow it, that Statute is firm. We're  
15      adjourned on that issue.

16             And we move now to apply this estate  
17      beyond this is ready to close. After the  
18      resolution of this, what is the status of  
19      closing of your estate?

20   **MS. WRIGHT:**     Your Honor, we have filed an  
21      application for settlement. A deed of  
22      distribution was previously filed by the PR.  
23      We have also filed an accounting and served all  
24      interesting parties. I believe the estate is  
25      ready to close.



1 THE COURT: Mr. Benjamin Adams, do you have any  
2 questions for your brother?

3 MR. BENJAMIN ADAMS: Your Honor, at this time, I  
4 wanna dispute the -- what is the, the, the form  
5 of accounting of the estate. My knowledge of  
6 all the assets of the estate has not been  
7 filed. There's a number of real estate  
8 property that I didn't see listed in the  
9 paperwork that I received. I -- there was  
10 disposal of a lot of assets, household  
11 appliances, household goods that was inside the  
12 home that I witnessed being disposed of. A  
13 boat, 19-foot boat with the boat motor, he  
14 disposed of.

15 THE COURT: We're transitioning then to go through  
16 the inventory appraisement.

17 MR. BENJAMIN ADAMS: All right.

18 THE COURT: Nice to see you, sir.

19 MR. BENJAMIN ADAMS: Yes, ma'am.

20 THE COURT: Do you have a copy of the current  
21 inventory appraisement?

22 MR. BENJAMIN ADAMS: I do not.

23 THE COURT: Mr. Goodwyn, you and your client are  
24 free to, to go. You're welcome to stay, but  
25 you can't participate. In fact, I need you to



1 stand behind the bar if you're gonna stay.

2 Is the inventory and appraisement you're  
3 standing firm on, the one that was filed  
4 November 6th, it looks like?

5 **MR. ADRIAN ADAMS:** Yeah, the one I filled out. Can  
6 I say something?

7 **THE COURT:** No, sir. Is there one after November  
8 6th, because that doesn't look correct?

9 **MS. WRIGHT:** I don't believe so, Your Honor. When I  
10 received this file and was reviewing it, that's  
11 the only one I saw that was filed, and it  
12 wasn't the exact one that he did.

13 (46 Seconds of Inaudible Recording.)

14 (Audio Skips Ahead.)

15 **THE COURT:** Ms. Marshall-Wright, you're gonna be  
16 preparing your Order on the Creditor Claim  
17 issue. Make sure you put everything I said and  
18 the Statutes up that need to be referred to.

19 **MS. WRIGHT:** Yes, Your Honor, I will.

20 (Break in audio.)

21 (Whispering.)

22 (Papers Shuffling.)

23 **BAILIFF:** All rise.

24 **THE COURT:** I'm sorry -- oh, I'm sorry. Up, down.  
25 So what we're about to do is go through the



1 inventory, and I believe it's gonna require you  
2 to amend because you mentioned nothing about an  
3 encumbrance on your inventory. Mr. Adams?

4 **MR. ADRIAN ADAMS:** Yes, ma'am.

5 **THE COURT:** So you've sa- -- you've testified just a  
6 few minutes ago that there was a mortgage on  
7 the house. You don't report it. Do you have  
8 any estate account bank statements with you  
9 today?

10 **MR. ADRIAN ADAMS:** Yes, ma'am. From my personal  
11 account that I pay bills out of every month,  
12 but it's not ---

13 **THE COURT:** And they're -- if you mother had any  
14 type of bank account at her death, those bank  
15 statements are necessary.

16 **MR. ADRIAN ADAMS:** The only bank statement I brought  
17 was the last of the money that was in there  
18 when I had to hire a lawyer, and I brought what  
19 was the final balance of Bank of America. And  
20 I paid the lawyer with what money that was --  
21 she had, and that was 2650 ---

22 **THE COURT:** All right. Listen, listen ---

23 **MR. ADRIAN ADAMS:** --- for the estate ---

24 **THE COURT:** --- to me again, and make sure you're  
25 writing this down.



1 MR. ADRIAN ADAMS: All right.

2 THE COURT: You report on the inventory \$4,000 in  
3 the Bank of America account. All of your  
4 mother's bank statements from even the month  
5 before she passes ----

6 MR. ADRIAN ADAMS: I don't have it, no. I never ---

7 THE COURT: Bri- -- please write this down as  
8 something you're going to have to get, just  
9 write it down. Okay? Do you have a pen? He  
10 also needs to take an active participation in  
11 the business of the estate is required. Active  
12 participation. Because you're the one going in  
13 the bank, not your attorney. Now, pull that  
14 inventory appraisal over beside you so let's  
15 -- so we can go through it.

16 You filed this on November the 6th of  
17 2020, is that correct?

18 MR. : Yeah, I remember that -- (inaudible).

19 THE COURT: On the second page, you list real estate  
20 owned completely by your mother at 70 -- 724  
21 Martha Street.

22 MR. : Right.

23 THE COURT: You give it a value of 81,300. Is that  
24 the only real estate your mother owned?

25 MR. : She had some other property that was in



1 delinquent with taxes that were seven or eight  
2 years behind. I didn't bother with that stuff.  
3 I got -- I had my -- (inaudible).

4 **THE COURT:** Oh, my goodness.

5 **MR. :** Yeah. They were all in delinquent, seven or  
6 eight years ---

7 **THE COURT:** That's not the point. If you ---

8 **MR. :** I had no information on them.

9 **THE COURT:** Mr. Adams, you have a bad habit of  
10 talking over me instead of listening. If your  
11 mother owned any real estate, whether it was  
12 delinquent in a mortgage, delinquent in the  
13 taxes, if her name was on a deed at the moment  
14 she passed away, it goes on the inventory and  
15 appraisement. Now, walk me through what's  
16 missing.

17 **MR. :** Ma'am, I received in the mail at her house, a  
18 delinquent notice of a property she had and I  
19 sent it to him.

20 **THE COURT:** That's not what I'm asking you. Walk me  
21 through all the real estate that was in your  
22 mother's name at the moment she passed away.

23 **MR. :** All I knew was the house. The other property  
24 came after everything had been done, and it was  
25 delinquent, it was seven years behind --



1 (inaudible) -- I don't know, eight or \$900 in  
2 taxes. And that came after -- I got that in  
3 the mail after all this had been done.

4 **THE COURT:** What was the address?

5 **MR. :** I have no idea.

6 **THE COURT:** Help us with what real estate is  
7 missing.

8 **MR. BENJAMIN ADAMS:** Your Honor, he -- there is a  
9 lot that was owned on Nina Lee Drive, zip code  
10 29203. I don't remember the exact numeric  
11 number, but it's Nina Lee Drive ---

12 **THE COURT:** Spelling I need.

13 **MR. BENJAMIN ADAMS:** N-I-N-A, Lee, L-E-E. He  
14 screenshot a photo of the bill I -- well, he  
15 told me that I could have it, and I didn't  
16 reply to that. I told him ---

17 **THE COURT:** Did you go pay the taxes? Did you save  
18 it?

19 **MR. BENJAMIN ADAMS:** I might can find that -- I  
20 don't, I don't have it right now, no, ma'am.  
21 'Cause he's been the PR, you know, I figured  
22 that would be -- that's inappropriate. You  
23 can't give me property, it has to be probated.  
24 We have to come between -- before here.

25 **THE COURT:** Yeah, but you can go pay the taxes on



1 anything.

2 MR. BENJAMIN ADAMS: Of course. Of course. But ---

3 THE COURT: Did you pay the taxes?

4 MR. BENJAMIN ADAMS: I did not. No, ma'am.

5 THE COURT: Did he send you a delinquent tax notice?

6 MR. BENJAMIN ADAMS: No, he did- -- he screenshot a  
7 photo to me and sent it to me.

8 THE COURT: Well, that's sending you a copy of a  
9 delinquent tax notice, do you agree?

10 MR. BENJAMIN ADAMS: Okay. I agree, yes, ma'am.

11 THE COURT: Okay.

12 MR. BENJAMIN ADAMS: And then, there's a second  
13 property that I've -- was aware of, but I don't  
14 know where it was located. I was just -- was  
15 informed of it.

16 THE COURT: In Richland County?

17 MR. BENJAMIN ADAMS: Richland County, yes, Your  
18 Honor.

19 THE COURT: So did -- you think your mother owned  
20 three pieces of real estate at her death?

21 MR. BENJAMIN ADAMS: Probably, more than that. I  
22 have my father's will on copy that there was  
23 property in Lexington. I don't know the  
24 disposition -- Your Honor, I've been locked out  
25 of the property since my mother passed away, so



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2

**THE COURT:** Anybody can look at public records, sir.

3

**MR. BENJAMIN ADAMS:** Yes, ma'am. Well, in his will

4

it lists some property in Lexington County, I'm

5

thinking New State Road in Cayce.

6

(Talking in background.)

7

**MR. BENJAMIN ADAMS:** So, I don't know. I haven't be

8

given privilege to any of that information.

9

Like she's -- but like you say, Your Honor, I

10

could've looked it up, I'm just giving you

11

knowledge that I know it was there.

12

**THE COURT:** Well, we've gotta get to the bottom of

13

it. Don't ---

14

**MR. BENJAMIN ADAMS:** Uh-huh.

15

**THE COURT:** --- you agree?

16

**MR. BENJAMIN ADAMS:** I agree, yes, ma'am.

17

**THE COURT:** Coming to Court today with not much, in

18

terms of information about addresses or status,

19

it's very frustrating.

20

**MR. BENJAMIN ADAMS:** Yes, ma'am. I agree.

21

**THE COURT:** Nina Lee Drive, something else in

22

Richland County and maybe New State Road in

23

Lexington. Is there anymore specifics you can

24

give us?

25

**MR. BENJAMIN ADAMS:** Not that I know of, Your Honor.



1 THE COURT: Have you looked into this at all, Ms.  
2 Wright?

3 MS. WRIGHT: Your Honor, I was not aware that there  
4 were any other properties in this estate.

5 THE COURT: You can't give me any other addresses or  
6 more specifics about the other real estate?

7 MR. ADRIAN ADAMS: Ma'am, the property on New State  
8 Road burned down about 14 years ago, and there  
9 was no insurance on the house, so ---

10 THE COURT: That doesn't take it out of your  
11 mother's name.

12 MR. ADRIAN ADAMS: I, I know. I have no idea. My  
13 mother did not give me any information on any  
14 of those properties. I don't know anything  
15 about it, to be honest with you. I don't know.  
16 The only thing I kept up with was her home. I  
17 didn't keep up with ---

18 UNKNOWN FEMALE VOICE: Easement.

19 MR. ADRIAN ADAMS: I didn't keep up with anything  
20 else. And after I found out about the one I  
21 sent him when it came in the mail, I took the  
22 screenshot and send it. New State Road ---

23 THE COURT: That doesn't take away your  
24 responsibility to resolve it, Mr. Adams.

25 MR. ADRIAN ADAMS: I understand what you're saying.



1 MR. BENJAMIN ADAMS: Your Hon- ---

2 MR. ADRIAN ADAMS: But, what I'm saying ---

3 THE COURT: Let's, let's do some, let's do some  
4 understanding of the processes.

5 MR. ADRIAN ADAMS: Yes ---

6 THE COURT: First of all, if I buy a piece of  
7 property, and I even paid cash for it and own  
8 it outright, or I get a loan to buy it, own on  
9 a mortgage, it's in my name. It's my property  
10 until it either is foreclosed on, sold at a tax  
11 sale, I transition it, I sell it. That make --  
12 does that make sense, so far?

13 MR. ADRIAN ADAMS: Yes, ma'am.

14 THE COURT: Okay. So if your mother owned property,  
15 being delinquent on taxes doesn't automatically  
16 remove it out of her name. It just means there  
17 are delinquent taxes. Many counties,  
18 especially during COVID, when your mother  
19 passed away, gave great allowances for taxes.  
20 Where usually, if you don't pay your taxes,  
21 it's sold the next year in a tax sale, right?

22 MR. BENJAMIN ADAMS: Uh-huh.

23 THE COURT: Because you're given a year to do  
24 something about it.

25 MR. BENJAMIN ADAMS: Right.



1     **THE COURT:** But even a year after that, you're given  
2             a right to redeem. But during COVID you were  
3             given two and even three years to get the ---

4     **MR. BENJAMIN ADAMS:** Correct.

5     **THE COURT:** --- taxes caught up.

6     **MR. BENJAMIN ADAMS:** Correct.

7     **THE COURT:** If the property is valued at \$20,000 and  
8             \$900 is owed in delinquent taxes, it makes  
9             sense to do something about that, right?

10    **MR. ADRIAN ADAMS:** Yes, ma'am. I understand what  
11             you're saying right ---

12    **THE COURT:** Well, this is the failure of your  
13             responsibilities, sir.

14    **MR. ADRIAN ADAMS:** Ma'am, I don't know, I don't know  
15             where these addresses -- I know nothing about  
16             these properties.

17    **THE COURT:** Mr. Adams, I am going to absolutely say,  
18             your attitude is frustrating.

19    **MR. ADRIAN ADAMS:** I don't know anything about them  
20             ---

21    **THE COURT:** Your -- please, stop talking, and stop  
22             saying I don't know anything about it. You had  
23             a duty to handle your mother's business,  
24             period. We just went online and searched her  
25             name and Richland County property records and



1 found it.

2 MR. BENJAMIN ADAMS: Uh-huh.

3 THE COURT: Give me a break.

4 MR. ADRIAN ADAMS: No, I hear you.

5 THE COURT: It's like, I don't know, I don't  
6 understand, I'm not -- I am not an attorney, I  
7 don't have the -- I don't know, I didn't have  
8 an attorney then. Those sayings are not what's  
9 gonna play with me today.

10 MR. BENJAMIN ADAMS: Your -- Your Honor ---

11 THE COURT: No. There will be no comments from  
12 anyone else here other than me and the parties  
13 in front of the bar. So I need you to adjust  
14 your attitude and be as understanding and  
15 processing as you can, because your duty  
16 doesn't end today, you've got to go do these  
17 things. Did you hear me?

18 MR. ADRIAN ADAMS: Yes, ma'am.

19 THE COURT: Thank you. Write down the address.

20 MR. BENJAMIN ADAMS: May I ask, Your Honor?

21 THE COURT: Who's talking?

22 MR. BENJAMIN ADAMS: (Indicating.)

23 THE COURT: Just a minute.

24 MR. BENJAMIN ADAMS: Yes, ma'am.

25 THE COURT: It's 180 Nina Lee Drive.



1 MR. ADRIAN ADAMS: Spell that, please.

2 THE COURT: Your fucking \*\*\* (36:35) brother spelled  
3 it, you should've written it down when he said  
4 it.

5 MR. ADRIAN ADAMS: That's zip code?

6 MR. BENJAMIN ADAMS: 29203.

7 (Whispering.)

8 THE COURT: There's no other real estate in Richland  
9 County under your mother's name. So if you  
10 have any other addresses you want searched,  
11 you've got to find me more information.

12 MR. BENJAMIN ADAMS: Yes, Your Honor.

13 THE COURT: Nina Lee Drive, specifically, 180 Nina  
14 Lee Drive comes up still in your mother's name.

15 MR. BENJAMIN ADAMS: Yes, ma'am. Yes, Your Honor.

16 THE COURT: It has a tax assess value of \$200, so I  
17 get it. But you do those comparables when you  
18 property in your mother's name. The tax bill  
19 is whatever you say it is, I can't pull that  
20 up, and it's value -- it's taxes value is 200,  
21 so if it truly doesn't have a market value over  
22 the taxes that are owed on it, I understand  
23 making a choice about that. But it is a  
24 educated choice, not just a, tag, you're it  
25 choice. You understand the difference?



1     **MR. ADRIAN ADAMS:**   Yes, ma'am.   I understand what  
2                           you're saying.

3     **THE COURT:**    Okay.    So I need you to get to the  
4                           bottom of 180 Nina Lee Drive.   Which means, you  
5                           talk to the tax office about, really, what's  
6                           owed on it.   You talk to a real estate person  
7                           about, really, what it's market value is.   And  
8                           then, you make a decision, as two of the heirs,  
9                           what to do with it.   And if it's not to redeem  
10                          it at -- by paying the taxes, and not keep it  
11                          in the two of your names, that's a choice you  
12                          make together.   Can I get you to get off your  
13                          cell phone, sir?

14    **MR. ADRIAN ADAMS:**   This is the bill, right here, on  
15                           that property.

16    **THE COURT:**    Well, how about -- you understand  
17                          there's a general rule not to have cell phones  
18                          in the courtroom, right?

19    **MR. ADRIAN ADAMS:**   I was just trying to get the  
20                           proof I sent ---

21    **THE COURT:**    But, wait a minute, hold on.   So instead  
22                          of going straight to your cell phone and look  
23                          like you're doing something that's breaking the  
24                          rule, tell me what you're doing, and I might  
25                          say, that's a good idea.



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1 MR. ADRIAN ADAMS: Yes, ma'am.

2 THE COURT: Okay. So on your phone is a tax notice?

3 MR. ADRIAN ADAMS: Yes, ma'am.

4 THE COURT: It'd been great if you had said that a  
5 few minutes ago, Mr. Adams when you were going,  
6 I don't know what he's talking about. I sent  
7 him the notice and I told him to handle it.  
8 You could've brought it up and been helpful to  
9 the Court 20 minutes ago. 'Cause we just spent  
10 a few minutes looking for it. Do you  
11 understand now the difference in your attitude  
12 adjustment?

13 MR. ADRIAN ADAMS: Yes, ma'am.

14 THE COURT: Okay. E-mail me that, please, so we can  
15 print it off. Client management is really  
16 hard, especially these days. However, and but,  
17 you go over these things with your client and  
18 make sure you have your answers to these  
19 questions before you submit, hey, we're ready  
20 to close this estate.

21 (Inaudible)

22 THE COURT: McCulloch.Amy@richland -- spell it out.

23 MR. ADRIAN ADAMS: At Richland ---

24 THE COURT: --- CountySC ... So our domain is,  
25 Richland ---



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1 MR. ADRIAN ADAMS: County ---  
2 THE COURT: --- CountySC.gov  
3 MR. ADRIAN ADAMS: SC.gov.  
4 THE COURT: What are the taxes owed on that notice?  
5 MR. ADRIAN ADAMS: (Inaudible) -- it's 392 --  
6 (inaudible) ---  
7 THE COURT: So where did you get 900 from?  
8 MR. ADRIAN ADAMS: I don't know. I got it mixed up,  
9 Your Honor. Like I say, I'm not -- (inaudible)  
10 ---  
11 THE COURT: Or sometimes we want to exaggerate ---  
12 MR. ADRIAN ADAMS: (Technical audio interference) --  
13 alleging -- no ma'am ---  
14 THE COURT: --- to make it seem ---  
15 MR. ADRIAN ADAMS: 700 ---  
16 THE COURT: --- so bad.  
17 MR. ADRIAN ADAMS: --- no, ma'am. \$762, I'm sorry.  
18 I see it now, \$762.  
19 THE COURT: Make, make sure you send both of those  
20 notices.  
21 MR. ADRIAN ADAMS: Yeah. I just sent it to y'all,  
22 if it came through. I don't know if I put it  
23 in right. I didn't put anything in the subject  
24 matter.  
25 THE COURT: What do you do for a living, Mr. Adams?



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1 MR. ADRIAN ADAMS: I own a cleaning company, ma'am.

2 THE COURT: You own a what?

3 MR. ADRIAN ADAMS: A cleaning service.

4 THE COURT: So you own a business?

5 MR. ADRIAN ADAMS: Yes, ma'am.

6 THE COURT: I hope you don't run your business like  
7 you run this situation.

8 MR. ADRIAN ADAMS: Yes, ma'am.

9 (Whispering.)

10 THE COURT: Is this house inhabitable?

11 MR. ADRIAN ADAMS: It's not a -- wait a minute,  
12 you're talking about my mother's house?

13 THE COURT: I'm talking about 180 Nina Lee Drive.

14 MR. ADRIAN ADAMS: Is that a house?

15 MR. BENJAMIN ADAMS: It, it ---

16 THE COURT: I don't know.

17 MR. BENJAMIN ADAMS: It's not a house, Your Honor.

18 It's just a lot, just real estate property that  
19 -- it's located Lake Elizabeth Estates, and  
20 back when the flood damaged the dam, the  
21 residents opted not to fix it, so I guess, the  
22 value of the property dropped after that. It  
23 used to be lake front property.

24 THE COURT: Well, the two of you are gonna need to  
25 take steps, appropriate, to decide what you're



1           gonna do about that. What steps would those  
2           be?

3   **MR. ADRIAN ADAMS:** He can have it.

4   **THE COURT:** Do you want it in your name, sir?

5   **MR. BENJAMIN ADAMS:** Your Honor, I'm really gonna  
6           just step out of this will, if I may. I -- we  
7           can't work together because he has ---

8   **THE COURT:** That's not the question. Ah, ah ---

9   **MR. BENJAMIN ADAMS:** I, I do not ---

10   **THE COURT:** --- ah, ah.

11   **MR. BENJAMIN ADAMS:** No, ma'am.

12   **THE COURT:** You can't throw a grenade and then act  
13           like you didn't throw the grenade.

14   **MR. BENJAMIN ADAMS:** Okay.

15   **THE COURT:** Is that -- did you -- do we -- do you  
16           understand what I'm saying?

17   **MR. BENJAMIN ADAMS:** I do.

18   **THE COURT:** You brought up really important issues,  
19           and he is saying, I don't want it. I look back  
20           to you and I say, do you want it, and you want  
21           -- ah.

22   **MR. BENJAMIN ADAMS:** I'll accept it.

23   **THE COURT:** You do want that piece of property in  
24           your name?

25   **MR. BENJAMIN ADAMS:** I'll accept it, yes, Your



1 Honor.

2 THE COURT: Well, make sure you understand, with it  
3 being transferred to your name, the tax  
4 delinquency is yours.

5 MR. BENJAMIN ADAMS: Okay.

6 THE COURT: You're sure?

7 MR. BENJAMIN ADAMS: I'm sure.

8 THE COURT: Okay. Knowing that the tax delinquency  
9 looks like more than it's value, what you will  
10 have to pay to keep it looks like more than  
11 what its value is in reality. Like, you  
12 couldn't sell it for what its owed on the  
13 taxes. You still want it in your name?

14 MR. BENJAMIN ADAMS: I do not.

15 THE COURT: Okay. So the two of you are making a  
16 decision not to pay the taxes, right?

17 MR. BENJAMIN ADAMS: Right.

18 MR. ADRIAN ADAMS: Right.

19 THE COURT: And to let whatever happen, happen?

20 MR. BENJAMIN ADAMS: Right.

21 MR. ADRIAN ADAMS: Yes, ma'am.

22 THE COURT: Okay.

23 I have searched Adell Adams in the  
24 Lexington County property records, I don't see  
25 any other property in Lexington currently in



1 her name. Do you wanna look into that further?  
2 **MR. BENJAMIN ADAMS:** I, I do not.  
3 **THE COURT:** You do not?  
4 **MR. BENJAMIN ADAMS:** (No audible response.)  
5 **THE COURT:** Okay. You said you filed the deed on  
6 724 Martha Street?  
7 (No audible response.)  
8 **THE COURT:** You have?  
9 (Inaudible.)  
10 **THE COURT:** It ---  
11 (Inaudible.)  
12 **THE COURT:** You -- you've transferred Martha Street  
13 to the two of you?  
14 **MR. ADRIAN ADAMS:** No, I didn't transfer it to  
15 anybody, it's just sitting.  
16 **THE COURT:** I thought you did the deed of  
17 distribution?  
18 **MR. ADRIAN ADAMS:** (Inaudible) -- all I did was fill  
19 out paperwork and set up the movers, to be  
20 honest.  
21 **MS. WRIGHT:** I'm also under the impression that the  
22 deed of distribution was filed, in question.  
23 **THE COURT:** On August 2nd of 2021, Mr. Adams, you  
24 filed and recorded a deed of distribution, so  
25 onc- -- 742 Martha Street is owned two-thirds



1 by Adrian and one-third by Benjamin, by deed.  
2 You're on a deed together for this piece of  
3 property, recorded, done.

4 **MR. BENJAMIN ADAMS:** I wish to be removed from that,  
5 Your Honor, if I may?

6 **THE COURT:** Okay. So you want your brother to own  
7 it 100 percent?

8 **MR. BENJAMIN ADAMS:** I do, Your Honor.

9 **THE COURT:** So, we're gonna void the deed of  
10 distribution, have you do a private agreement  
11 that says you don't wanna inherit any interest  
12 in 724 Martha Street, and you're gonna re-  
13 record a deed of distribution just to your  
14 client with this private agreement. What's the  
15 mortgage balance on the house?

16 **MR. ADRIAN ADAMS:** 88,000 as of right now. I have a  
17 current deal.

18 **THE COURT:** I have it?

19 (Inaudible.)

20 **THE COURT:** Are you living in it? Is anyone living  
21 in it?

22 **MR. ADRIAN ADAMS:** No, ma'am.

23 **MR. BENJAMIN ADAMS:** Your Honor, I ---

24 **THE COURT:** You're not living in it?

25 **MR. BENJAMIN ADAMS:** I -- got information that he's



1           renting it out.

2   **THE COURT:** Are you renting it out?

3   **MR. ADRIAN ADAMS:** No, ma'am. Oh, no, this is --  
4           ma'am, I have my current statement showing that  
5           the house, you know, is current. It's the  
6           house payment.

7   **MS. WRIGHT:** Your Honor, may I approach?

8   **THE COURT:** Yes, ma'am.

9   **MR. ADRIAN ADAMS:** I paid every house -- now, for  
10          two years.

11   **THE COURT:** Are you keeping the payments?

12   **MR. ADRIAN ADAMS:** Yes, ma'am. Everything's  
13          current. I brought my own bank statements to  
14          proof it, but it's current. I'll let you see  
15          it.

16   **THE COURT:** So on your new -- and -- did she give  
17          you a blank inventory and appraisalment? Did  
18          she give you the form, the blank inventory and  
19          appraisalment form?

20   (No audible response.)

21   **THE COURT:** Look underneath your hands and see if  
22          you've been given a blank form. Look and see.  
23          She was supposed to give you a copy of what you  
24          filed and a blank form to complete to amend.  
25          No?



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1 MR. ADRIEN ADAMS: No, ma'am.

2 MS. WRIGHT: I can make sure he gets a blank form.

3 THE COURT: Well, we're gonna have to redo the form,  
4 is my, my point. The inventory appraisement  
5 needs to be amended. You've got to add the  
6 Nina Lee Drive property, its \$200 value and the  
7 fact that they don't want to inherit it and  
8 aren't gonna pay the taxes, is a subsequent  
9 issue. Then I need you to list 724 Martha  
10 Street, it's got a Zillow value of 159.3. If  
11 you don't believe that to be true, you need to  
12 get a better market value by another source.  
13 It's got a tax assess value of 81.3. And it's  
14 got a mortgage balance, so under the  
15 encumbrance part, look on page two, actively  
16 participate, on page two it says encumbrance,  
17 is at the bottom. Do you see that?

18 MR. ADRIEN ADAMS: Yes, ma'am.

19 THE COURT: You're gonna put Newrez mortgage, and  
20 you need to go back and get the balance at her  
21 death. So, 88 is owed now, what was owed in  
22 May -- is that when -- the month she passed?  
23 February of 2020.

24 (Inaudible.)

25 THE COURT: Don't think ---



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1 MR. ADRIAN ADAMS: (Inaudible.)

2 THE COURT: --- get to the bottom of it. It's gonna  
3 be more than 88.

4 (Inaudible.)

5 THE COURT: I don't know, but you get back to your  
6 documents and find that. On pa- ---

7 MR. ADRIAN ADAMS: I need to go back, I need to go  
8 back to the month she passed away, and then ---

9 THE COURT: Correct. The month and year.

10 MR. ADRIAN ADAMS: Yeah. The month and year, and  
11 then go back and call the mortgage company for  
12 that information. Okay.

13 THE COURT: You're -- you've said on your previous  
14 inventory and appraisalment that there are no  
15 stocks or bonds that were in your mother's name  
16 at her passing, is that accurate still?

17 MR. ADRIAN ADAMS: Yes, ma'am.

18 THE COURT: I'm sorry?

19 MR. ADRIAN ADAMS: Yes, ma'am, that's accurate.

20 THE COURT: Do you know of any other information as  
21 to stocks or bonds?

22 MR. BENJAMIN ADAMS: No, ma'am. No, Your Honor.

23 THE COURT: Okay.

24 MR. BENJAMIN ADAMS: Um ---

25 THE COURT: Wait a minute, if we're -- we're going



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1 step-by-step ---

2 MR. BENJAMIN ADAMS: Yeah, before ---

3 THE COURT: You should be actively ---

4 MR. BENJAMIN ADAMS: Before I speak, I did see a  
5 notice -- she may have had some type of --  
6 well, it's not a stock or a bond, I think it's  
7 some type of retirement, IRA ---

8 THE COURT: And that will be later.

9 MR. BENJAMIN ADAMS: Okay.

10 THE COURT: Actively participate on this form,  
11 please. Please, act- -- we gave you a copy of  
12 the inventory and appraisalment.

13 MR. BENJAMIN ADAMS: I'm suffering from cataracts, I  
14 can't see it.

15 THE COURT: Oh, okay. I apologize. The next thing  
16 you list, Mr. Adams, is a Bank of America  
17 account, you say \$44000. The concept here is,  
18 you're gonna have to go back to Bank of America  
19 and get the month before she passed, so January  
20 of 2020, all the way to the point that that  
21 account closes. Is it closed now?

22 (No audible response.)

23 THE COURT: Okay. When you closed it, was there an  
24 amount in there that you moved somewhere else?

25 MR. ADRIAN ADAMS: No, I left the money in there.



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1 Like I said, I paid the attorney out of it.

2 **THE COURT:** You left the money in there, so it's  
3 still an active account?

4 **MR. ADRIAN ADAMS:** Yes. There's a \$100 in there, I  
5 think.

6 **THE COURT:** Right. So the bank records become your  
7 accounting. So from the moment she passes,  
8 that's the beginning balance. So make sure  
9 it's accurate and give me copies of these bank  
10 statements. Every transaction you use this  
11 account for has to be reported on the  
12 accounting, and it is not. Chronologically,  
13 the date it happened, the check number, the  
14 amount, and the person you paid. And if it's  
15 not obvious why you would've used estate money  
16 to pay it, explain why it's an estate expense.  
17 For instance, Richland County Treasurer, Taxes,  
18 \$100, paid on January the 15th of 2021. That's  
19 obvious, right?

20 (No audible response.)

21 **THE COURT:** An unobvious, transfer, cash withdrawal  
22 without any further explanation. If you pulled  
23 out cash, or you transferred cash, you have to  
24 show what happened to it. That means, if you  
25 paid a yard man, that yard man becomes a per-



1 -- an important person in saying, yes, I got  
2 \$100 from you in cash, 'cause you were told at  
3 the beginning of this, do no transactions in  
4 cash. If you move money into your private  
5 account, your personal account, that needs to  
6 be obtained also and redacting anything  
7 personal, you have to show me what you used the  
8 estate money for and why it was purposeful.

9 The same is true, if you used your  
10 personal monies, not just monies you slide over  
11 from your mother's account, but your personal  
12 monies, you advanced out of your pocket for  
13 things like the mortgage, the insurance, the  
14 taxes, you have to show that on your bank  
15 record, not just telling me, an actual bank  
16 statement where you did that. Copies of  
17 canceled checks. You're pointing like it's  
18 flippant, sir.

19 **MR. ADRIAN ADAMS:** No, I have it right here.

20 **THE COURT:** Okay. Put it together in a package that  
21 lands in my file ---

22 **MR. ADRIAN ADAMS:** Yes, ma'am.

23 **THE COURT:** --- with any new information based on  
24 what I'm telling you now.

25 **MR. ADRIAN ADAMS:** Yes, ma'am.



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1 THE COURT: Did your mother have any other accounts,  
2 sir?

3 MR. BENJAMIN ADAMS: Only thing I'm aware of is a  
4 retirement -- if you --- well ---

5 THE COURT: Again, we're just talking about ---

6 MR. BENJAMIN ADAMS: --- other than -- other than --  
7 -

8 THE COURT: --- cash accounts.

9 MR. BENJAMIN ADAMS: --- that no, not that I know  
10 of, ma'am. I ---

11 THE COURT: Did your fa- -- mother have any other  
12 accounts?

13 MR. ADRIAN ADAMS: An account at the Teacher Federal  
14 Credit Union, and he went and took all the  
15 money out of it.

16 THE COURT: Okay.

17 MR. BENJAMIN ADAMS: I did not.

18 THE COURT: So you're also gonna go to the Teachers  
19 Federal Credit Union and see if there's any  
20 accounts in your mother's name the month before  
21 sh- ---

22 MR. ADRIAN ADAMS: He took the money out.

23 THE COURT: Could you listen to me?

24 MR. ADRIAN ADAMS: Yes -- (inaudible) ---

25 THE COURT: The month before she passed through



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1           whatever happened, so that we can track it.

2           Were you joint on that account?

3   **MR. BENJAMIN ADAMS:** I was joint. Yes, Your Honor.

4   **THE COURT:** Okay. You can verify that. If he's  
5           joint on the account, he got the money. Any  
6           other account?

7           (No audible response.)

8   **THE COURT:** Okay. So Teachers Federal Credit Union,  
9           with the balance at her moment of death  
10          verifying it's joint with right of survivorship  
11          that would've passed to your brother, you can  
12          list it on the inventory as a joint asset,  
13          Schedule E. Life insurance, did your mother  
14          have life insurance?

15          (No audible response.)

16   **THE COURT:** You agree with that?

17   **MR. ADRIAN ADAMS:** I'm not real sure if she had ---

18   **MR. BENJAMIN ADAMS:** She did have life insurance ---

19   **MR. ADRIAN ADAMS:** --- insuran- ---

20   **MR. BENJAMIN ADAMS:** That's what paid the funeral  
21          expenses. We were both beneficiaries on that  
22          policy.

23   **MR. ADRIAN ADAMS:** No, no, no, ma'am. That's not  
24          what it was. She had a policy that was in my  
25          name, period, nobody else name. So at her



1           passing, I took the money that was in my name  
2           only, I buried her. It was my money, and mine  
3           alone.

4   **THE COURT:**   Okay.

5   **MR. BENJAMIN ADAMS:**   Yep.

6   **MR. ADRIAN ADAMS:**   And I will take the ---

7   **MR. BENJAMIN ADAMS:**   Your Honor, he sent me a --  
8           well, number one, I had to sign, so if it was  
9           just in her name, I had to sign at the funeral  
10          home in order for him to get ---

11   **MR. ADRIAN ADAMS:**   Your Honor ---

12   **MR. BENJAMIN ADAMS:**   --- that, so if that was ---

13   **MR. ADRIAN ADAMS:**   --- he is wrong.

14   **MR. BENJAMIN ADAMS:**   I don't know ---

15   **THE COURT:**   Mr. Adams, Mr. ---

16   **MR. BENJAMIN ADAMS:**   I don't know what that was.

17   **THE COURT:**   --- Adams, please, just get the proof of  
18           what you're saying, sir. If you were the only  
19           beneficiary on that policy, those records  
20           should be in your possession ---

21   **MR. ADRIAN ADAMS:**   I don't ---

22   **THE COURT:**   --- or easily available to you. Prove  
23           it.

24   (Inaudible.)

25   **THE COURT:**   Prove it.



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1 MR. ADRIAN ADAMS: (Inaudible.)  
2 THE COURT: Stop saying I have it. Do you have it  
3 with you, right this second?  
4 MR. ADRIAN ADAMS: No, but I -- (inaudible) ---  
5 THE COURT: Okay. Then put it on your list of  
6 things I'm gonna need to see.  
7 MR. ADRIAN ADAMS: Yes, ma'am.  
8 THE COURT: Thank you. Personal property, the only  
9 thing you list is a 2009 Buick LaCrosse. What  
10 happened to it?  
11 MR. ADRIAN ADAMS: (Inaudible.)  
12 THE COURT: I'm sorry?  
13 MR. ADRIAN ADAMS: It's parked. The transmission  
14 gone out, it's basically worth nothing.  
15 THE COURT: Where is it parked?  
16 MR. ADRIAN ADAMS: It's in my -- (inaudible) ---  
17 THE COURT: How'd it get to Atlanta, Georgia?  
18 MR. ADRIAN ADAMS: I was driving it.  
19 THE COURT: Well, then, clearly, at some point, it  
20 was driveable.  
21 MR. ADRIAN ADAMS: Right. The transmission went out  
22 in December.  
23 THE COURT: Okay. The transmission was not out when  
24 your mother passed?  
25 MR. ADRIAN ADAMS: No.



1     **THE COURT:** Well, that's the value and that's the  
2                   importance of it, and if it's been in your  
3                   possession and under your custody, control,  
4                   driving it, that means you benefitted from an  
5                   estate asset that you were supposed to share,  
6                   right?

7     **MR. ADRIAN ADAMS:** Yes, ma'am.

8     **THE COURT:** Okay. So how do we make that right?  
9                   (No audible response.)

10    **THE COURT:** Okay.  
11                  (No audible response.)

12    **THE COURT:** Again, you're getting a little flippant,  
13                  Mr. Adams. This is your job to do. You're the  
14                  Personal Representative with the responsibility  
15                  of ending everything fairly according to your  
16                  mother's wishes. If your mother's car had  
17                  value at her death, that is important and you  
18                  have reported it's value at \$3,000 and it was  
19                  obviously driveable then. The, then, is the --  
20                  what matters now, not what you've done with it,  
21                  or what it turned into two years later. So,  
22                  technically, your brother's entitled to \$1,500  
23                  from you because you got the car.

24    **MR. ADRIAN ADAMS:** If you say so.

25    **THE COURT:** Well, it's not about if I say so, help



1 me understand what you, what you see, or what  
2 you would do differently?

3 **MR. ADRIAN ADAMS:** Ma'am, all I know, when the will  
4 came she didn't want him on the property, she  
5 banned him from the house ---

6 **THE COURT:** That's not what we're talking about.

7 **MR. ADRIAN ADAMS:** I'm just saying from what I'm  
8 looking at. And then, when I was transferring  
9 the car over, they said I can put it in my  
10 name, that's what they told me ---

11 **THE COURT:** Well, you're the Personal Repre- ---

12 **MR. ADRIAN ADAMS:** (Inaudible) -- and that's what I  
13 know.

14 **THE COURT:** Let me, let me tell you something, sir.  
15 As the Personal Representative, you can do  
16 anything you want with your mother's assets,  
17 that doesn't make it right. So to go to the  
18 DMV in Atlanta, Georgia and say, I wanna  
19 transfer this car, does this certificate work,  
20 they're gonna say, sure, you're the Personal  
21 Representative. Who you put the -- who you --  
22 what name you put the car in, is something  
23 you're choosing to do, that's not what your  
24 mother's will says.

25 **MR. ADRIAN ADAMS:** The will says I was in charge of



1 everything.

2 **THE COURT:** In charge of everything is different  
3 than receive everything. Do you agree?

4 **MR. ADRIAN ADAMS:** Well, she didn't want him to have  
5 nothing -- (inaudible) ---

6 **THE COURT:** That's not what it -- that is not what's  
7 in the will.

8 (Inaudible.)

9 **THE COURT:** Pull the will.

10 **MS. WRIGHT:** Just a second.

11 (Inaudible.)

12 **THE COURT:** No, I don't need you to bring it to me,  
13 I need you to read it. Did you just huff me?

14 **MR. ADRIAN ADAMS:** No, ma'am. I'm just --  
15 (laughter) -- I am not the best reader in the  
16 world.

17 **THE COURT:** I don't care. I'll be glad to read it  
18 out loud. That doesn't excuse huffing. How  
19 old are you?

20 **MR. ADRIAN ADAMS:** Ma'am, I'm -- (inaudible) ---

21 **THE COURT:** That's not the que- -- that does not  
22 excuse huffing.

23 **MR. ADRIAN ADAMS:** Yes, ma'am.

24 **THE COURT:** I think you need a break.

25 (Inaudible.)



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1 THE COURT: Look at me.

2 MR. ADRIAN ADAMS: Yes, ma'am.

3 THE COURT: I don't get huffed when I ask somebody  
4 to read something, because you really don't  
5 want to do it.

6 MR. ADRIAN ADAMS: Not -- (inaudible) ---

7 THE COURT: Not being a good reader -- I wasn't  
8 gonna make you read aloud, let's be clear, but  
9 huffing is what a 14 year old does.

10 MR. ADRIAN ADAMS: Yes, ma'am. I apologize.  
11 (Inaudible.)

12 THE COURT: If you can read privately, that would be  
13 great. If you really are struggling with  
14 reading, I'll be glad to read it.

15 MR. ADRIAN ADAMS: (Inaudible.)

16 THE COURT: I'm not asking you to read aloud, sir.  
17 I want you to read privately to yourself, so we  
18 can be on the same page.

19 MR. ADRIAN ADAMS: (Inaudible.)

20 THE COURT: Privately means not moving lips.

21 MR. ADRIAN ADAMS: Yes, ma'am. I'll read it.

22 (Reviews document.)

23 THE COURT: Go to item four. That's where it's  
24 talking about your mother's stuff. Her car is  
25 part of the stuff, the rest and residue, 'cause



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1 she was very specific about her house and now  
2 she talks about everything else. And the car  
3 falls into the everything else category.

4 **MR. ADRIAN ADAMS:** Yes, ma'am.

5 **THE COURT:** Now, here's what I need to understand.  
6 If your accounting once provided, is truthful  
7 with bank record, and you are owed money back,  
8 because you've come out of pocket to pay the  
9 mortgage, pay any other expenses, to include  
10 your attorney's fees, if you are the only  
11 beneficiary on the life insurance policy and  
12 you are owed money back because you used it to  
13 pay for your mother's funeral, then that may  
14 justify you getting the car. Does that make  
15 sense?

16 **MR. ADRIAN ADAMS:** Yes, ma'am.

17 **THE COURT:** So you have to fully report, so that we  
18 can see what's really happening. That's why  
19 this a -- this inventory being amended to be  
20 accurate, and this accounting amended to be  
21 fully documented matters. Clear?

22 **MR. ADRIAN ADAMS:** Yes, ma'am.

23 **THE COURT:** Thank you. But that's not what your  
24 mother said. To be clear, your brother gets  
25 one-third of everything and you get two-thirds



1 of everything, right?

2 **MR. ADRIAN ADAMS:** Yes, ma'am.

3 **THE COURT:** But that's after expenses. And so, I  
4 need to know what you used your money for --  
5 what you used the estate money for to see you  
6 are truly owed money back and there for are  
7 justified in receiving full title to the car.  
8 Good? Do you understand?

9 **MR. ADRIAN ADAMS:** (No audible response.)

10 **MR. BENJAMIN ADAMS:** Yes, Your Honor.

11 **THE COURT:** All right. Is there any other stuff,  
12 not just the car, but the stuff? Usually,  
13 there's stuff in a house. Did your mother not  
14 have furniture, things of personal ---

15 **MR. ADRIAN ADAMS:** The furniture that I did throw  
16 away, 'cause it was all covered with bedbugs  
17 and roaches. She tried to help people in the  
18 community and they brought bedbugs in the  
19 house, and the house was gross and infested and  
20 with mildew so we had to throw it out, just  
21 everything. Everything was on the street  
22 covered in mildew.

23 **THE COURT:** I think it's more authentic when you're  
24 doing the inventory, especially when you're  
25 already in a, a awkward situation with the



1 other inheritor, to say, personal property in  
2 the home, zero value, and a little explanation  
3 why.

4 Do you want to ask him about anything  
5 specific in the house?

6 **MR. BENJAMIN ADAMS:** Any -- specifically, the  
7 exercise bicycle that was valued at, probably,  
8 close to \$400 that she rarely used -- barely  
9 used, if any. Documentation, memorabilia, the  
10 file cabinet with all the records that the  
11 judge is asking about that contained all that,  
12 those files. I've already listed my boat that  
13 was invoid (ph). I bought that from my mother,  
14 she wanted to dispose of it, I gave her \$100  
15 cash. I actually kept that boat in my yard  
16 until I lost my home after I lost my job, and  
17 then she had me bring it back, but he disposed  
18 of it back -- and I have records showing it in  
19 a conversation with my nephew that he had him  
20 dispose of it. You have to call all the  
21 furniture that was in the house, we had  
22 furniture that was from my bedroom and I  
23 visually saw all this stuff on the lawn a day  
24 after we buried my mother, a study desk,  
25 chairs. From the living room there was a file



1 cabinet with all of her memorabilia from where  
2 she worked. She was very active in the  
3 community. We've already been asked from  
4 different agencies that they wanted to put this  
5 stuff in remember (ph) for the work that she  
6 did. It's gone. Boxes that contain my  
7 kindergarten diploma, out in the yard probably,  
8 I could- -- everything gone, the day after ---

9 **THE COURT:** Anything that's still in the house of a  
10 personal nature, sir?

11 **MR. ADRIAN ADAMS:** (Inaudible) ---

12 **MR. BENJAMIN ADAMS:** Books ---

13 **MR. ADRIAN ADAMS:** --- he's talking about, I have no  
14 idea. And everything that we did put on the  
15 street was covered in mildew, roaches and  
16 bedbugs.

17 **MR. BENJAMIN ADAMS:** Not true, Your Honor.

18 **THE COURT:** Well, it begs the question, sir, if you  
19 saw it in your mother's yard, why didn't you  
20 just take the stuff you wanted?

21 **MR. ADRIAN ADAMS:** (Inaudible.)

22 **MR. BENJAMIN ADAMS:** I would've needed a truck and  
23 by the time I would've got back to it the next  
24 day, the city -- that was a Sunday, City of  
25 Columbia picks up stuff on Monday, so it was



1           gone by that time.

2   **THE COURT:**   Well, I'm -- and I think -- what I'm  
3           saying back to you, sir, is if it's such an  
4           important material, such important valuable  
5           documents, to you personally or to someone  
6           else, why didn't you grab them in whatever  
7           transportation you did have at the time?

8   **MR. BENJAMIN ADAMS:**   I understand.   I understand.  
9           There's no way for me to carry all that, I just  
10          couldn't, didn't have anywhere to store it.

11   **THE COURT:**   See, that's a personal choice, sir.

12   **MR. BENJAMIN ADAMS:**   Yes, ma'am.   I agree.

13   **THE COURT:**   My mother threw my Barbies on the  
14          street, I went and got them.

15   **MR. BENJAMIN ADAMS:**   I agree.

16   **THE COURT:**   Okay.   I think that's what -- what is  
17          important to you becomes important enough to go  
18          and fight for, or you're walking away from it  
19          saying it's not, it's not worth that effort for  
20          me.

21   **MR. BENJAMIN ADAMS:**   Well, Your Honor, to be  
22          specific -- and maybe I could've got some stuff  
23          earlier, but when I tried to enter the  
24          property, he's saying, as he was acting on the  
25          will, he called the police on me.



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1 THE COURT: I, I agree -- I agree that there's ---

2 MR. BENJAMIN ADAMS: He, he called the police on me,  
3 so.

4 THE COURT: I agree there is difficultly ---

5 MR. BENJAMIN ADAMS: Uh-huh.

6 THE COURT: I agree your mother's will says you're  
7 not to have entrance onto the property. It --  
8 this is awkward.

9 MR. BENJAMIN ADAMS: It's ---

10 THE COURT: But if you -- if the stuff is on the  
11 street or in the yard and you want it, you  
12 would've made those efforts to take it away.

13 MR. BENJAMIN ADAMS: Correct, Your Honor.

14 THE COURT: All right.

15 MR. BENJAMIN ADAMS: Correct.

16 THE COURT: Moving on. Let's talk about the annuity  
17 or retirement account your mother had. Tell me  
18 about that.

19 MR. BENJAMIN ADAMS: I received some papers from  
20 Ameriprise that states that I was the  
21 beneficiary of this -- and I haven't done  
22 anything with it -- I can, I can provide it.  
23 Also, I think, she had State Retirement. She's  
24 30-something years as a teacher with the  
25 Richland County District One, that I got a



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1 notice that I was beneficiary of that also.

2 THE COURT: Why, in two years, have you not made  
3 claim to those things?

4 MR. BENJAMIN ADAMS: I just haven't. Just waiting,  
5 I guess -- you know, I decided to wait for  
6 Probate, so in ---

7 THE COURT: Well, the fact that you're the  
8 beneficiary has nothing to do with Probate.

9 MR. BENJAMIN ADAMS: Correct.

10 THE COURT: Okay. So those are your assets to go  
11 and claim.

12 MR. BENJAMIN ADAMS: Okay.

13 THE COURT: Are you saying he wrongfully claimed  
14 them as an estate asset?

15 MR. BENJAMIN ADAMS: I do not wrongfully claim them,  
16 I just know that it's there and I haven't done  
17 anything with them.

18 THE COURT: Right. But are you accusing Mr. Adams,  
19 your brother ---

20 MR. BENJAMIN ADAMS: No, not at ---

21 THE COURT: --- of doing anything ---

22 MR. BENJAMIN ADAMS: Not at all.

23 THE COURT: --- with those assets?

24 MR. BENJAMIN ADAMS: Not at all. 'Cause ---

25 THE COURT: Okay.



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1 MR. BENJAMIN ADAMS: --- I don't know if he knew  
2 about it. I didn't know about it, so, no,  
3 ma'am.

4 THE COURT: Do you know anything about the  
5 Ameriprise or the State Retirement?

6 MR. ADRIAN ADAMS: They sent a letter, he received  
7 when I filed a check for 5,000 and I received  
8 a check for 5,000.

9 THE COURT: As the beneficiary?

10 MR. ADRIAN ADAMS: Yes. We both received a check.

11 MR. BENJAMIN ADAMS: I have a copy ---

12 THE COURT: Sir, I would go make immediate claim to  
13 that.

14 MR. ADRIAN ADAMS: He got -- I sent it to him.

15 MR. BENJAMIN ADAMS: To the ---

16 MR. ADRIAN ADAMS: But that was his money, not mine.  
17 (Whispering.)

18 MR. ADRIAN ADAMS: They were sent to him in separate  
19 checks.

20 MR. BENJAMIN ADAMS: That's my understanding, that  
21 that was insurance.

22 THE COURT: Right. But go ---

23 MR. BENJAMIN ADAMS: So it wasn't on ---

24 THE COURT: Find your paperwork. Do you have your  
25 paperwork?



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1 MR. BENJAMIN ADAMS: I do have it. And I can  
2 provide ---

3 THE COURT: Then make your claim. That's up to you.

4 MR. BENJAMIN ADAMS: Okay.

5 THE COURT: We have nothing to do with that.

6 MR. ADRIAN ADAMS: It's a private check in his name,  
7 nobody else's.

8 THE COURT: Did you get both a retirement check and  
9 an Ameriprise check?

10 MR. ADRIAN ADAMS: (Inaudible due to multiple  
11 speakers.)

12 MR. BENJAMIN ADAMS: I haven't gotten either.

13 THE COURT: No, I'm talking now ---

14 MR. BENJAMIN ADAMS: I haven't ---

15 THE COURT: --- to him, I'm sorry.

16 MR. BENJAMIN ADAMS: Okay.

17 MR. ADRIAN ADAMS: No. It was, it was -- the  
18 Ameriprise was the -- it was 10,000, he got  
19 five and I got five. I sent him the paperwork  
20 with his name on it. What he did, I don't know  
21 after that.

22 THE COURT: Okay. But did -- do you know anything  
23 about the State Retirement?

24 MR. ADRIAN ADAMS: The State Retirement, it was  
25 3,000 and it came in my name only, period.



1 THE COURT: Okay. Up to you ---  
2 MR. ADRIAN ADAMS: All the state -- (inaudible) ---  
3 THE COURT: Go out to PEBA and deal with what the  
4 State Retirement had or didn't have in your  
5 name.  
6 MR. BENJAMIN ADAMS: Of course.  
7 THE COURT: If you come back with a -- they, they  
8 didn't -- they said I wasn't the beneficiary,  
9 and you want proof of that, we'll be glad to  
10 give you access to get proof of that.  
11 MR. BENJAMIN ADAMS: Of course. Of course.  
12 MR. ADRIAN ADAMS: Ma'am, I've already took the  
13 retirement for that. I had my ID and I put the  
14 -- got the 3,000, but his name was on there.  
15 They wouldn't be ---  
16 THE COURT: I agree with you, but sometimes if we  
17 have a distrustful relationship ---  
18 MR. ADRIAN ADAMS: (Inaudible.)  
19 THE COURT: --- we need to see it with our own eyes.  
20 MR. ADRIAN ADAMS: I got you.  
21 THE COURT: And your -- you haven't done yourself a  
22 whole lot of favors here, Mr. Adams, in the  
23 sense that, giving this information and being  
24 open and fully transparent would help everybody  
25 go, oh, okay, well, he's actually owed money.



1 MR. ADRIAN ADAMS: Ma'am, since my mother died, I'm  
2 out almost \$40,000 of what I've paid on it.

3 THE COURT: You have to prove it.

4 MR. ADRIAN ADAMS: I, I have all my bank statements

5 ---

6 THE COURT: Well, again, what you have given me to  
7 put in my file does not show that.

8 MR. ADRIAN ADAMS: (Inaudible.)

9 MR. BENJAMIN ADAMS: Your Honor, I'm not making  
10 claim against him on the, on the retirement.  
11 I just have to go look into it. I don't blame  
12 him for that.

13 THE COURT: What's your date of birth, sir?

14 MR. BENJAMIN ADAMS: Speaking to me, Your Honor?

15 THE COURT: What's your date of birth?

16 MR. BENJAMIN ADAMS: 22 of September, '61.

17 THE COURT: What's your middle name?

18 MR. BENJAMIN ADAMS: Edward. I'm a junior.

19 THE COURT: Have you ever lived at 1123 Edgefield in  
20 Greenwood?

21 MR. BENJAMIN ADAMS: No, ma'am.

22 THE COURT: 2362 Parsonage Road?

23 MR. BENJAMIN ADAMS: No, ma'am.

24 THE COURT: Marcellus Drive?

25 MR. BENJAMIN ADAMS: No, ma'am.



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1 THE COURT: School House Hill?  
2 MR. BENJAMIN ADAMS: No, ma'am.  
3 THE COURT: 118 Sumter?  
4 MR. BENJAMIN ADAMS: No, ma'am.  
5 THE COURT: 121st Avenue?  
6 MR. BENJAMIN ADAMS: No, No, Your Honor.  
7 THE COURT: Hardeeville?  
8 MR. BENJAMIN ADAMS: No, Your Honor.  
9 THE COURT: Greenville?  
10 MR. BENJAMIN ADAMS: No, Your Honor.  
11 (Whispering.)  
12 THE COURT: Okay. We were searching unclaimed  
13 properties. (To Law Clerk) search Adell Adams.  
14 So you still need to go to PEBA and  
15 Ameriprise directly.  
16 MR. BENJAMIN ADAMS: Yes, Your Honor. And, and I  
17 don't blame him for that, that's just something  
18 I haven't looked into, so. I just -- it don't  
19 -- I'm not holding him for that.  
20 (Whispering.)  
21 THE COURT: All right. Ms. Wright, you're gonna  
22 need to search unclaimed property, 'cause  
23 there's three amounts of money in Adell Adams'  
24 name. So, like a T-Mobile refund, a Capital  
25 One refund, a Countrywide home loan refund.



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1 MR. ADRIAN ADAMS: That's what you got a st- --  
2 (inaudible) ---

3 THE COURT: Did you make claim to this already?

4 MR. ADRIAN ADAMS: No, I have not made any -- this  
5 is the first I've heard of it.

6 THE COURT: Okay. Well, there's money sitting out  
7 there that is your responsibility to make claim  
8 to.

9 MR. ADRIAN ADAMS: And how do I go about doing that?

10 THE COURT: You're the Personal Representative.

11 MR. ADRIAN ADAMS: How do I get information on those  
12 ---

13 THE COURT: Public information. Just searching her  
14 name.

15 MR. ADRIAN ADAMS: (Inaudible.)

16 THE COURT: Well, here's what happens -- and this is  
17 what it tells me. So I want you to completely  
18 understand my amazing frustration. Two and a  
19 half years, people send money to unclaimed  
20 funds when they can't get Adell Adams or her  
21 heirs, or her Personal Representative to  
22 respond. So they would've been sending letters  
23 to 724 Martha Street for a long time, which  
24 means you're not checking your mom's mail. And  
25 that would've been a really important thing to



1 do in the first six months to year of her  
2 death, for just these reasons. Because they  
3 say, if you don't get in contact with us, we're  
4 gonna have to turn this ov- -- money over to  
5 unclaimed funds. That's not the end of the  
6 world, it's out there. But you haven't done  
7 your duty as you need to do your duty, and I  
8 need you to step up and do that. That's why  
9 your mother picked you.

10 **MR. ADRIAN ADAMS:** (Inaudible.)

11 **THE COURT:** Okay. Now, you're gonna go to unclaimed  
12 funds. Do you know where that is?

13 **MR. ADRIAN ADAMS:** No, ma'am.

14 **THE COURT:** Okay. South Carolina Treasurer's Office  
15 has a division called Unclaimed Funds where  
16 they accept money that has been unclaimed, as  
17 described, and hold it until proper  
18 distribution to somebody who comes forward. I  
19 searched your brother's name, there's nothing  
20 in his name. I searched your mother's name and  
21 there's three accounts. You're gonna have to  
22 show what you get from them to prove to us how  
23 much you got. And what you do with it, in the  
24 in between, matters on this accounting and this  
25 inventory that you need to amend.



1 MR. ADRIAN ADAMS: (Inaudible.)

2 THE COURT: Okay. So you're not allowed to spend  
3 that money till I see what all has happened in  
4 the past. So take me backwards to bring me  
5 forwards.

6 MR. ADRIAN ADAMS: Yes, ma'am. (Inaudible) -- I do  
7 have my bank statements, but when she ran them  
8 out, the highlighted portion was not on there,  
9 so I'm gonna have to go back and red- ---

10 THE COURT: Gonna have to do some work.

11 MR. ADRIAN ADAMS: Yeah, I'mma have to go back and  
12 redo it.

13 THE COURT: All right. Tell me about Leisure Point  
14 Lot 69 inn Newberry.

15 MR. ADRIAN ADAMS: That was sold -- (inaudible).

16 THE COURT: Okay. This is how good my estate clerk  
17 is. If it was sold that long ago, something is  
18 messing up in the transaction. Your mother  
19 inherited this property from your father?

20 MR. ADRIAN ADAMS: (Inaudible.)

21 THE COURT: She inherited this property, it looks  
22 like in '97.

23 MR. ADRIAN ADAMS: Yes, ma'am. I dad ---

24 MR. BENJAMIN ADAMS: Would've been -- I guess, it's  
25 -- that's when the Probate would've been final.



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1 THE COURT: Correct.

2 MR. BENJAMIN ADAMS: Okay. Yes, ma'am.

3 MR. ADRIAN ADAMS: She told me she sold that.

4 MR. BENJAMIN ADAMS: She did.

5 MR. ADRIAN ADAMS: That's why I ---

6 THE COURT: She may have, but I need ---

7 MR. BENJAMIN ADAMS: She did.

8 THE COURT: --- you to look into it.

9 MR. BENJAMIN ADAMS: She did, Your Honor.

10 THE COURT: Okay. Good job. Do you know how we

11 figured that out?

12 MS. WRIGHT: This is ---

13 THE COURT: What the homework you should've done.

14 We went back and looked in your father's estate

15 to see whatever he had when he transferred it

16 over to bring it forward. That's the kind of

17 hard work you have to do, and it's not that

18 hard, to make sure you don't miss something.

19 And it sounds like neither one of you were in

20 good communication with your mother in the

21 later years to know exactly what was going on

22 with her money and her assets, and her real

23 properties. Or if you did, you just haven't

24 been fully reporting to me. And maybe, because

25 you didn't want him to know. Maybe, because



1           you didn't understand you needed to report it,  
2           but all of that needs to change as of today.  
3           Super clear?

4   **MR. ADRIAN ADAMS:** Yes, ma'am.

5   **THE COURT:** Ms. Marshall-Wright, you've done a good  
6           job, so far, but you're gonna have to dig  
7           really deep on this one.

8   **MS. WRIGHT:** (Inaudible) -- tell me the address with  
9           -- (inaudible) ---

10   **THE COURT:** Sure. I'll tell you the best -- what we  
11           have. T-M -- and this is Newberry. TMS 532-  
12           01-69, Lot 69 Leisure Point.

13   **MS. WRIGHT:** Thank you, Your Honor.

14   **THE COURT:** Uh-huh. I'm holding you to a very tight  
15           schedule, sir. 'Cause most of this is your  
16           hard work to do, and then Ms. Marshall-Wright  
17           putting it together for you in a way that I  
18           will accept it and say, good job.

19   **MR. ADRIAN ADAMS:** Yes, ma'am.

20   **THE COURT:** You're gonna have to go get your  
21           mother's bank records -- (to law clerk) he's  
22           gonna need some new certificates of  
23           appointment.

24           Go to Bank of America, get all of your  
25           mother's bank records, again, January of 2020



1 all the way through when -- today, 'cause it's  
2 -- since you said \$100 was still there. Then,  
3 if you put money in your account that was  
4 estate money or you used your personal money  
5 out of your personal account to pay estate  
6 expenses, you're gonna have to put together the  
7 list of those, all of this has to be  
8 chronological, don't jump me from July of 2020  
9 to July of 2022, back to February of 2021. You  
10 understand?

11 **MR. ADRIAN ADAMS:** Yes, ma'am.

12 **THE COURT:** Chronological. Complete list. It's  
13 gonna take you a bit, but you need to dedicate  
14 some time and make this happen. If it is  
15 something that you paid out of your personal  
16 money, and it's not obvious, we need to see the  
17 invoice or the statement behind it. Right?

18 **MR. ADRIAN ADAMS:** (Inaudible.)

19 **THE COURT:** So Newrez, I need -- you need to go back  
20 to Newrez and get all mortgage statements from  
21 January of 2020 all the way forward.

22 **MR. ADRIAN ADAMS:** Question, Your Honor? So you  
23 saying you need statements from them, but it's  
24 all listed in my bank account every month that  
25 I paid since she passed away ---



1 THE COURT: Why do you need to go back in time and  
2 get mortgage statements?

3 MR. ADRIAN ADAMS: Well, just go to them, okay.  
4 I'll go ---

5 THE COURT: No, tell me why, 'cause it needs to make  
6 sense to you so your motivated to do it.

7 MR. ADRIAN ADAMS: Well, I was under the impression  
8 to show you that I pay everything out of my  
9 account since she passed ---

10 THE COURT: Right, but how do we know, how do we  
11 know what was owed on it unless you go back to  
12 February of 2020 and get that mortgage  
13 statement? 'Cause don't you have to report  
14 that on the inventory?

15 MR. ADRIAN ADAMS: I ---

16 THE COURT: Yes. Under encumbrances. Remember we  
17 went over that.

18 MR. ADRIAN ADAMS: (Inaudible.)

19 THE COURT: Okay. So you're gonna go back to Newrez  
20 and get your mortgage statements. If you paid  
21 water and electricity, I need the water and  
22 electricity invoices, not just that you paid  
23 City of Columbia, 'cause I don't want anyone  
24 saying City of Columbia could've been in his  
25 personal account for another house. I need to



1 see it's associated with your mothers house.  
2 If you paid a security company, if you paid the  
3 Dominion Electric bill, whatever it is you  
4 paid, you're gonna have to go back and get the  
5 statements showing behind it. If you paid a  
6 yard man to keep the yard up, you paid someone  
7 to come and empty out the house, you show me  
8 you paid them and you show me that they sign an  
9 affidavit that they did the work. Can you  
10 think of anything that I haven't touched on  
11 that would come up in the way you have handled  
12 your mother's estate that you need to ask me  
13 now?

14 **MR. ADRIAN ADAMS:** No. I think I'm -- as for right  
15 now.

16 **THE COURT:** Okay. So, to be clear, your amending  
17 your inventory and appraisal to fully list  
18 the assets, their status -- so, again, back to  
19 Nina -- well, 180 Nina Lee, you're listing it  
20 as a 100 percent your mother's asset with a  
21 \$200 value -- (whispering to clerk).

22 (Whispering.)

23 **THE COURT:** Where was I before I forgot we had to do  
24 this private agreement about Martha Street?

25 (Break in audio.)



1     **THE COURT:** All right. So you're adding 180 Nina  
2         Lee Drive, \$200 value, 100 percent in his  
3         mother's name at death. And the -- I'll put in  
4         my Order today that they agreed to let that  
5         property go because the taxes are more than  
6         it's value. You sent me both tax notices?

7     **MR. ADRIAN ADAMS:** There was only one.

8     **THE COURT:** It has both amounts on there?

9     **MR. ADRIAN ADAMS:** Yes, ma'am.

10    **THE COURT:** The Bank of America, you're gonna verify  
11       on the bank statements that in February of 2020  
12       what the actual balance was, so that that gets  
13       amended if it needs to be. If it was an --  
14       it's just unusual that it's an even amount. I  
15       think he was just rounding.

16       You're gonna go to your funeral home and  
17       get your proof that you were the 100 percent  
18       beneficiary of that funeral payment, or  
19       straight to the insurance company if you need  
20       to go straight to the insurance company. The  
21       policy you said you were the only beneficiary  
22       of, that assigned over the funeral payment.

23    **MR. ADRIAN ADAMS:** Yes, ma'am.

24    **THE COURT:** All right. What, what happened about  
25       the exercise bike and the boat?



1     **MR. ADRIAN ADAMS:**   What -- ma'am, the boat was  
2                   almost 60 years old. My mother tried to get  
3                   rid of it, she say get it out her yard. The  
4                   boat hadn't been in water since 1984, '85 and  
5                   she wanted it out of her yard, and ---

6     **THE COURT:**   This was prior to her passing?

7     **MR. ADRIAN ADAMS:**   Yes, ma'am.

8     **THE COURT:**   What -- all right. Give me -- what you  
9                   did, when you did it? Or what -- who -- what  
10                  happened to it? Who handled it?

11    **MR. ADRIAN ADAMS:**   The boat sat there. We tried  
12                  many times to get rid of it, and then my son  
13                  came and he found somebody to come haul it off,  
14                  and I said get it on out the yard. Because  
15                  they ha- -- we had no license for it, nothing.  
16                  Like I said, it hadn't been in the water since  
17                  '84, '85.

18    **THE COURT:**   What year was this?

19    **MR. ADRIAN ADAMS:**   Got rid of the boat? About a  
20                  year ago.

21    **MR. BENJAMIN ADAMS:**   Neg- -- negat- -- yeah, that's  
22                  correct. But, Your Honor, that's not sol- --  
23                  as I stated earlier, I possessed that boat  
24                  until 2006. I paid that -- my mother for that  
25                  boat \$100, it stayed in my yard at -- when I



1 was at 7340 Park View. Once I lost my home,  
2 when I lost my job, I was moving, my mother  
3 told me to bring the boat back and put it in  
4 her yard. I could keep it there. I also have  
5 a vintage 1965 Plymouth Barracuda that I put in  
6 storage. I was able to store that, but she  
7 said, well just bring the boat back to the, to  
8 the yard. She did not -- 'cause if she wanted  
9 it got rid of, she would've told me. She  
10 would've told me. Why tell him to get rid of  
11 it, when I'm there? I live here. I could've  
12 disposed of it or moved it myself. So I  
13 dispute that.

14 **THE COURT:** You told me a minute ago your mother --  
15 you got rid of it during your mother's life,  
16 and then you told me a year ---

17 **MR. ADRIAN ADAMS:** No, no, what I said, she told us  
18 to get rid of it, and we couldn't get rid of  
19 it, then my son came and finally found somebody  
20 ---

21 **THE COURT:** After her ---

22 **MR. ADRIAN ADAMS:** --- to take it off.

23 **THE COURT:** --- passing?

24 **MR. ADRIAN ADAMS:** Yes. She'd been trying to get it  
25 out of her yard for the last couple of years.



1           The boat had been sitting in the yard for 20-  
2           plus years, ever since he got evicted out his  
3           house. And so, it's been sitting in the yard  
4           for 20 years, she wanted it out of her yard.

5       **THE COURT:** Was it 20 years?

6       **MR. BENJAMIN ADAMS:** No, Your Honor, because I  
7           haven't even been in my apartment -- I've only  
8           been in my apartment 16. I've been in my  
9           apartment ---

10      **MR. ADRIAN ADAMS:** You said 2006 ---

11      **MR. BENJAMIN ADAMS:** --- 2000 -- 2006. I've been in  
12           my apartment since 2006.

13      **THE COURT:** Okay. But that's a long time, you  
14           agree?

15      **MR. BENJAMIN ADAMS:** Correct.

16      **THE COURT:** Sinc- ---

17      **MR. BENJAMIN ADAMS:** But, I dispute. If I'm here in  
18           Columbia, if she wanted me to move the boat,  
19           why didn't she tell me to move it? Why didn't  
20           she tell me ---

21      **THE COURT:** How old was the boat?

22      **MR. BENJAMIN ADAMS:** It's, it's vintage age, Your  
23           Honor. And the only thing was wrong with that  
24           boat ---

25      **THE COURT:** Vintage age? That's, that's a ---



1 MR. BENJAMIN ADAMS: Ah, it's ---

2 THE COURT: --- nice way of saying really old.

3 MR. BENJAMIN ADAMS: I can't tell you. I know it's  
4 ...

5 THE COURT: What kind of boat?

6 MR. BENJAMIN ADAMS: It was a inboard, 19-footer,  
7 inboard motor. I don't know the exact ---

8 THE COURT: Like a Jon boat?

9 MR. BENJAMIN ADAMS: No, it's a inboard motor, a 19-  
10 fo- -- 19-footer Volvo Motor inside of it.  
11 Inboard, 19 foot on a trailer, and the only  
12 thing ---

13 THE COURT: What year?

14 MR. BENJAMIN ADAMS: I would say it's a early 70s'  
15 model.

16 THE COURT: What value did it have?

17 MR. BENJAMIN ADAMS: I appraised one just like it at  
18 -- they -- well, the owner of that boat that I  
19 saw -- and it was a outboard, was selling it  
20 for 1,500.

21 THE COURT: Did you make money off this transaction?

22 MR. ADRIAN ADAMS: No.

23 THE COURT: What happened to it? Can your son help  
24 us?

25 MR. ADRIAN ADAMS: Ma'am the tru- -- the trailer was



1           rotted, the tires was flat, the motor did not  
2           work, the top was raggedy, it'd been sitting  
3           out there, like I said, over 30 years.

4   **MR. BENJAMIN ADAMS:** And that's in dis- ---

5   **MR. ADRIAN ADAMS:** So, it was worth nothing.

6   **MR. BENJAMIN ADAMS:** And I -- and that's in dispute,  
7           tires were not raggedy.

8   **MR. ADRIAN ADAMS:** And she just wanted it out the  
9           yard.

10   **MR. BENJAMIN ADAMS:** The tires were flat but they  
11           were not raggedy. I put brand new tires on  
12           there and I'm disabled, Your Honor, so I hadn't  
13           been able to do anything with it for about 10  
14           years.

15   **THE COURT:** Okay. So what do we do to help you feel  
16           better about this boat? He says his son hauled  
17           it off and gave it to somebody for junk.

18   **MR. BENJAMIN ADAMS:** Well, I feel like I need to be  
19           compensated because why didn't he communicate  
20           with me ---

21   **THE COURT:** Okay.

22   **MR. BENJAMIN ADAMS:** --- and tell me ---

23   **THE COURT:** So what ---

24   **MR. BENJAMIN ADAMS:** --- we need to get rid of ---

25   **THE COURT:** What value is compensating you for a



1 third of the value of the boat?

2 MR. BENJAMIN ADAMS: I would say about 800.

3 THE COURT: Once I see your accounting, I'll make a  
4 decision about the boat. This is the  
5 transparency I'm talking about. Your son  
6 probably needs to tell us what he did with it.

7 MR. ADRIAN ADAMS: He had it towed off.

8 THE COURT: Well, he's -- on an affidavit.

9 MR. BENJAMIN ADAMS: And I inquired of his son, and  
10 he wouldn't tell me.

11 THE COURT: Okay. Exercise bike, what happened to  
12 that? When was the last time you saw the  
13 exercise ba- -- bike in your mom's house?

14 MR. BENJAMIN ADAMS: The day after she -- after we  
15 buried her, day after her funeral it was  
16 sitting in the front yard with boxes of ---

17 MR. ADRIAN ADAMS: (Inaudible.)

18 MR. BENJAMIN ADAMS: --- documentation and all kind  
19 of ---

20 THE COURT: So it's part of the pile that got  
21 tossed?

22 MR. BENJAMIN ADAMS: Yes, ma'am. Household  
23 furniture that he ---

24 THE COURT: Oust the bike?

25 MR. ADRIAN ADAMS: (Inaudible) -- said it was out



1           there.

2   **THE COURT:** Did you ---

3   **MR. ADRIAN ADAMS:** I ---

4   **THE COURT:** Were others actively participating in  
5       removing things from your moms ---

6   **MR. ADRIAN ADAMS:** The whole family ---

7   **THE COURT:** --- house?

8   **MR. ADRIAN ADAMS:** --- cleared the house, the whole  
9       family.

10   **MR. BENJAMIN ADAMS:** Not the whole family.

11   **THE COURT:** Was he a part of that?

12   **MR. BENJAMIN ADAMS:** No, ma'am.

13   **MR. ADRIAN ADAMS:** He came over there, that's how he  
14       saw the stuff in the front yard.

15   **THE COURT:** Y'all weren't able to handle it  
16       together?

17   **MR. ADRIAN ADAMS:** I did- -- if he came up and  
18       looked at everything and I just talked to him.  
19       He could've got anything he wanted. I didn't  
20       tell him he couldn't have anything. Whatever  
21       he wanted, he could've got it.

22   **THE COURT:** But the exercise bike was tossed?

23   **MR. ADRIAN ADAMS:** If he said it was out there, I  
24       have no idea.

25   **THE COURT:** It was in the yard?



1 MR. BENJAMIN ADAMS: It was in the yard, Your Honor,  
2 with file cabinets ---

3 THE COURT: So it's part of this throw away thing?

4 MR. BENJAMIN ADAMS: Correct. Yes, Your Honor.

5 THE COURT: Okay.

6 MR. BENJAMIN ADAMS: File cabinets, boxes of old ---

7 THE COURT: I don't know how to help you if it was  
8 thrown away and you didn't wanna take it away,  
9 or couldn't take it away.

10 MR. BENJAMIN ADAMS: It was rather large. It  
11 would've needed a truck to ---

12 THE COURT: I agree with that.

13 MR. BENJAMIN ADAMS: I'm not able -- I'm disabled.

14 THE COURT: Well, I think, I think, sometimes we get  
15 frustrated about the way things were handled  
16 versus what I really wanted.

17 MR. BENJAMIN ADAMS: Yes, Your Honor.

18 THE COURT: And it's the way things were handled,  
19 you felt excluded, you felt like you were not  
20 allowed to have a say so about the final  
21 outcome of some things, and that's, that's  
22 hurtful. Anything else we need to talk about,  
23 in terms of tra- -- tracing or tracking?

24 MR. BENJAMIN ADAMS: He's saying he's not renting  
25 out -- property out, but I've got some



1 documentation that ---

2 THE COURT: Well, here's my problem. You say you  
3 don't want to inherit it.

4 MR. BENJAMIN ADAMS: Okay.

5 THE COURT: So it becomes none of your business.

6 MR. BENJAMIN ADAMS: All right.

7 THE COURT: All right.

8 MR. BENJAMIN ADAMS: I got you.

9 THE COURT: Okay. Have you been renting it since  
10 your mother's passing?

11 MR. ADRIAN ADAMS: No.

12 THE COURT: No one's lived there since your mother's  
13 passing?

14 MR. ADRIAN ADAMS: My son and his -- (inaudible) ---

15 MR. BENJAMIN ADAMS: That's what I was trying to  
16 dispute, Your Honor.

17 MR. ADRIAN ADAMS: He lived there for a brief  
18 moment. He -- (inaudible) -- and when he left  
19 -- he just owe money -- (inaudible) -- cost me  
20 thousands.

21 THE COURT: Well, if it matters in terms of what he  
22 is saying, income came into the estate ---

23 MR. ADRIAN ADAMS: No, I didn't -- (inaudible) ---

24 THE COURT: Did your son pay you rent?

25 MR. ADRIAN ADAMS: When my son left, he left me a



1           \$1,400 light bill, 14, \$1,500 water bill,  
2           because of COVID he wasn't paying the water  
3           bills, so that ran up to \$1,400. He left me a  
4           14 or \$1,600 light bill, he did not pay me  
5           anything, that's why he left the house. So I  
6           went in debt thousands of dollars trying to  
7           help my son out.

8   **THE COURT:** So when you rent -- allowed your son to  
9           live there, did you keep the utilities in your  
10          mother's name?

11   **MR. ADRIAN ADAMS:** No. I put everything in my name.

12   **THE COURT:** Okay. Sir, I know you're struggling  
13          with your eyesight, but she -- what she is  
14          giving to you is a private agreement for you to  
15          give up your interest in 724 Martha Street, do  
16          you -- is that really what you want to do?

17   **MR. BENJAMIN ADAMS:** It is, Your Honor.

18   **THE COURT:** Okay. (To law clerk) Judy, did you type  
19          it out for him?

20   **LAW CLERK:** I typed it out and -- (inaudible) ---

21   **THE COURT:** You want us to read it to you -- come  
22          sit beside you and read it, so you ---

23   **MR. BENJAMIN ADAMS:** Yes, yes, Your Honor.

24   **THE COURT:** --- know what you're signing?

25   **MR. BENJAMIN ADAMS:** Yes, Your Honor.



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1 THE COURT: All right. Judy's coming down to help  
2 you with that.

3 (Clerk reads document to Mr. Benjamin Adams.)

4 LAW CLERK: South Carolina code of Laws, Section 62-  
5 3-9112, the undersigned, meaning you ---

6 MR. BENJAMIN ADAMS: Uh-huh.

7 LAW CLERK: --- understands the pursuant to the last  
8 ---

9 THE COURT: I'm gonna void the Deed of Distribution,  
10 and then give you a copy of this private  
11 agreement ----

12 LAW CLERK: --- I am to receive a one-third interest  
13 in the ---

14 THE COURT: --- to record a new Deed of  
15 Distribution. Let that ---

16 LAW CLERK: --- real property ---

17 THE COURT: --- click a minute. It's gonna take ---

18 LAW CLERK: --- located at 724 Martha Street ---

19 THE COURT: --- while to do the Order. I'm a little  
20 ---

21 LAW CLERK: --- Columbia, South Carolina ---

22 THE COURT: --- busy and I don't have a law clerk  
23 right now. You're in charge of the Order  
24 regarding ---

25 LAW CLERK: --- I wish that -- (inaudible due to



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1 multiple speakers) ---  
2 THE COURT: --- the claim. I'm gonna do the Order  
3 voiding ---  
4 LAW CLERK: --- Adrian Adams -- (inaudible) ---  
5 THE COURT: --- the Deed of Distribution.  
6 LAW CLERK: --- any interest that I am entitled to  
7 in the Estate of Adell T. Adams.  
8 MS. WRIGHT: Just so I'm clear, Your Honor --  
9 (inaudible due to multiple speakers) ---  
10 MR. BENJAMIN ADAMS: Okay.  
11 LAW CLERK: And then it's just 20th of December, and  
12 you'll just have to sign your name right there,  
13 on that line.  
14 (Background conversation.)  
15 MR. BENJAMIN ADAMS: All right.  
16 MS. WRIGHT: --- lead me to go, but ---  
17 THE COURT: Right. But you need to ---  
18 MS. WRIGHT: Will the Court still require a Deed of  
19 Distribution transferring it to the two of them  
20 pursuant to the will, or ---  
21 THE COURT: No. What you need to do on that  
22 inventory and appraisement ---  
23 MR. BENJAMIN ADAMS: Thank you.  
24 LAW CLERK: Okay.  
25 THE COURT: --- is record it ---



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1     **LAW CLERK:** Of course. I'mma go ahead and notarize  
2                   it.

3     **THE COURT:** --- give it a value, and I'm also gonna  
4                   put in my ---

5     **LAW CLERK:** I'll make a copy for you to have.

6     **MR. BENJAMIN ADAMS:** Okay.

7     **THE COURT:** --- in my final Order when we finally  
8                   get the accounting and everything else that  
9                   completes this, that the two heirs agreed to  
10                  let Nina Lee Drive go for a tax sale at  
11                  whatever point. I, I can only but guess that  
12                  they've not chosen to sell it at a tax sale  
13                  because there's some issue. 'Cause it really  
14                  would've been gone by now, I would think. But  
15                  that means they don't even wanna put it up for  
16                  tax sale. There must be some issue, as  
17                  described, with regard to it's -- the flood  
18                  and, and -- you know, maybe even the County not  
19                  wanting it to be a piece of property that is  
20                  ultimately built on, based on the water issues  
21                  in that area. I don't know. But I would, I  
22                  would think, if it had value -- and the  
23                  property around it does. You've got one to the  
24                  left that's like 20,000 and one to the right  
25                  that's like 18,000, and then this little sliver



1 of a piece that is 200 and questionable.

2 (Inaudible.)

3 **THE COURT:** Did she inherit that piece as well, or  
4 did she buy that?

5 **MR. ADRIAN ADAMS:** (Inaudible) -- probably had --  
6 (inaudible) --

7 **THE COURT:** Say again?

8 **MR. ADRIAN ADAMS:** When my father died, I guess,  
9 that was transferred to her name.

10 **MR. BENJAMIN ADAMS:** (To law clerk) thank you.

11 **MR. ADRIAN ADAMS:** But it was all bought during  
12 their marriage, so.

13 **THE COURT:** One more time?

14 **MR. ADRIAN ADAMS:** I said, it was bought during  
15 their marriage -- (inaudible) ---

16 **MR. BENJAMIN ADAMS:** No ---

17 **MR. ADRIAN ADAMS:** They accumulated everything  
18 together.

19 **THE COURT:** All right. Do you wanna ask me or tell  
20 me anything else right now?

21 **MR. BENJAMIN ADAMS:** No, Your Honor.

22 **THE COURT:** Wanna ask me or tell me anything else  
23 right now?

24 **MR. ADRIAN ADAMS:** I just ---

25 **THE COURT:** Ms. Marshall-Wright, you're good?



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1 MS. WRIGHT: (No audible response.)

2 MR. ADRIAN ADAMS: I wanna ask you a question.

3 THE COURT: All right.

4 MR. ADRIAN ADAMS: On the funeral expenses, aren't  
5 both of us responsible for that?

6 THE COURT: Well, on your funeral expenses, I need  
7 to see that you were the beneficiary of that  
8 policy, 'cause he remembers signing over  
9 something ---

10 MR. ADRIAN ADAMS: That was ---

11 THE COURT: --- and you don't ---

12 MR. ADRIAN ADAMS: --- a different policy.

13 THE COURT: You don't have to sign unless you're a  
14 beneficiary. So you need to show him that, so  
15 he -- his memory is either, you know, he shown  
16 to be inaccurate or he signed something else  
17 and he's just confused about what he signed,  
18 but I need to see that. If you paid with your  
19 -- if you were the only beneficiary of that  
20 policy, and you used it to pay your mother's  
21 funeral, some of these other things coming to  
22 you are being handled in a way you can't  
23 document, could be then explained and  
24 rationalized, and approved, like the car, for  
25 instance. But I need to see the whole picture.



1 MR. ADRIAN ADAMS: I understand. I have --  
2 (inaudible) ---

3 THE COURT: All right. We are adjourned.

4 MR. GOODWYN: Your Honor, there's one thing I'd like  
5 to put on the record before we go off the  
6 record.

7 THE COURT: Yes, sir.

8 MR. GOODWYN: So as far as the -- (inaudible) -- I  
9 just wanna put on the record that according to  
10 63 -- 62-38-06, the last sentence, failure to  
11 pay -- (inaudible) -- the Court may reasonably  
12 extend the time for filing the notice --  
13 (inaudible) -- or disallowance of the property  
14 to file a claim. I would point out that no  
15 request for extension when she filed the  
16 disallowance was asked for or granted by the  
17 Court. I ---

18 THE COURT: Well, here -- here's the problem, Mr.  
19 Goodwyn. Again, that Statute's purpose is to  
20 prompt the Court and the PR on both sides of  
21 it. In that equation the Creditor's not a part  
22 of that equation. There is plenty of e-mails  
23 from the clerk to the PR requesting that he  
24 respond in someway to this Creditor Claim,  
25 that's the purpose. So in the sense that we



1           gave him more time to do it, we gave him more  
2           time to do it. And it is an administrative  
3           part of this file.

4   **MR. GOODWYN:** Well ---

5   **THE COURT:** You'll see the e-mails

6   **MR. GOODWYN:** Given, given the fact that my client  
7           was not put on notice any extension to file a  
8           Creditor's Claim when we were ---

9   **THE COURT:** No. It's not about the time to file the  
10          Creditor's Claim ---

11   **MR. GOODWYN:** I'm ---

12   **THE COURT:** It's the time to react to a Creditor's  
13          claim.

14   **MR. GOODWYN:** (Inaudible) -- given the fact that my  
15          client was not privy to this e-mail, didn't  
16          know that he was granted an extension to file  
17          his disallowance, we had no reason at that  
18          point to believe that the disallowance was  
19          timely filed, and we had no reason to file our  
20          petition. And after this -- I'd like to renew  
21          my, my request for an extension to file our  
22          allowance of claim, now that we know that the  
23          Court has granted him extension to file his  
24          disallowance.

25   **THE COURT:** It's not about granting an extension



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1           like   you're   used   to,   it's   about   the  
2           administration of the estate and promptings to  
3           ask.   It is a consequence that the Court would  
4           give the PR, like removal, like an Order to do  
5           it.   The Creditor's not a part of that process  
6           at that point.   As soon as you got your  
7           disallowance with the warning that if you don't  
8           file a summons and petition for allowance of  
9           your claim, you'll be forever barred, meaning  
10          you should've acted.

11   **MR. GOODWYN:**   All right.

12   **THE COURT:**   We're adjourned.

13   **(Recording ended.)**  
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1 STATE OF SOUTH CAROLINA )

2 COUNTY OF RICHLAND )

COURT OF COMMON PLEAS NONJURY

3  
4 CONSTANCE WASHINGTON, )

5 APPELLANT, )

6 VS. )

7 ADRIAN E. ADAMS, )

8 RESPONDENT. )

TRANSCRIPT

OF

RECORD

2023-CP-40-573

9  
10 October 27<sup>th</sup>, 2023.

11  
12 B E F O R E :

13 THE HONORABLE GEORGE M. MCFADDIN, JR., Judge.

14  
15 A P P E A R A N C E S :

16 T. JEFF GOODWYN, JR.

17 ESQ.

Attorney for the Appellant

18 SORAYA MARTIAL-WRIGHT

19 ESQ.

Attorney for the Respondent

20  
21  
22  
23 Transcribed by Pamela E. Green, from  
24 WebEX  
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I N D E X

(WHEREUPON, there were no exhibits marked or  
testimony taken during this hearing.)

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P R O C E E D I N G S

THE COURT: That would be Constance Washington versus Adrian Adams, an appeal from the Probate Court.

Am I correct?

MR. GOODWYN: Yes, Your Honor. Jeff Goodwyn for the appellant.

THE COURT: Okay. And for the respondent?

MS. MARTIAL-WRIGHT: Good morning, Your Honor. Soraya Martial-Wright for the respondent.

THE COURT: All right. As I see this, it's an appeal from the Magistrate's Court.

MR. GOODWYN: Probate Court, Your Honor.

THE COURT: I'm sorry. Probate Court.

I am ready. But please be mindful that, that -- well, you know what the deal is. This is an appeal. Not a trial.

MR. GOODWYN: Yes, Your Honor. Yes, Your Honor.

THE COURT: I'm ready.

MR. GOODWYN: Okay. Thank you, Your Honor.

May it please the Court.

This is a case -- an appeal involving the dismissal of a creditor's claim that my client filed after the personal representative filed a disallowance of the creditor's claim many, many months after the deadline that

1 was -- that -- that's allowed by the Probate Court.

2 The -- if you -- I don't know how familiar you, you  
3 are with Probate Court and creditor's claims and kind of  
4 the process for that. But I'll -- so I'll give you a  
5 brief background so you can understand kind of the  
6 process.

7 But, generally speaking, a creditor files a  
8 creditor's claim and then the personal representative has  
9 the responsibility to either file an allowance or a  
10 disallowance saying all right -- an allowance means we  
11 agree that that's -- the creditor's claim's valid. A  
12 disallowance is we don't agree that it's valid for  
13 whatever reason.

14 There's a, there's a deadline to, to file that in  
15 the, in the Probate Court. It's -- it says it must serve  
16 the disallowance within this says 14 months of death or,  
17 was it, like 30 days after the date of the filing of the  
18 claim, which is the, the personal representative did  
19 neither. It was really many, many months after that when  
20 he finally filed the motion for -- with the disallowance  
21 of claim.

22 There's no, there's no dispute in this case that the  
23 creditor's claim was timely filed and there's -- I don't  
24 think there's gonna be any dispute that the notice of  
25 disallowance that was filed was not filed within the,

1 within the timeline provided.

2 Now, the, the, the Probate Code does provide for a  
3 mechanism where the pro -- where the personal  
4 representative can seek an extension of time to file the  
5 allowance or disallowance. But, in this case, the  
6 personal representative never filed a motion to extend the  
7 deadline.

8 The Court, on its own, granted a deadline to file the  
9 "closing documents" until July 29<sup>th</sup>, 2021. But the  
10 personal representative did not file the disallowance  
11 within -- before July 29<sup>th</sup>, 2021.

12 The Court later sent emails only to the personal  
13 representative prompting the personal representative to  
14 file the closing documents, but, again, did not extend any  
15 deadlines to file the closing documents or the, or the  
16 disallowance at all and it was, again, months after that.  
17 It wasn't until November of, of 2021 that the personal  
18 representative actually filed a notice of disallowance.  
19 It was unsigned and it was many months after any deadline  
20 or extension had been granted.

21 The attorney for my client responded to that,  
22 received it, and responded and said it's out of time.  
23 It's -- and it's unsigned. I don't think I have to  
24 respond to that and he didn't respond to that at all.  
25 Just let it sit.

1       Ultimately, the court called -- had a hearing to try  
2 to get the estate closed and the personal representative  
3 at that hearing argued well, you're -- you never filed a,  
4 a petition to allow your claim to which my client  
5 responded well, you never filed a timely disallowance.  
6 And then the Court, at that hearing, said -- ruled I, I  
7 granted an extension for him -- for the personal  
8 representative to file the disallowance of claim. But  
9 there's no order in the file. The only possible extension  
10 was an extension to July of 2021 and, and the disallowance  
11 wasn't filed until November of 2021.

12       And so, at that hearing, after learning that the  
13 Court thought it had granted an extension, my client then  
14 filed a notice of disallowance of claim, paid the \$150.00,  
15 and, and did that, which the Court dismissed without a  
16 hearing saying that it -- even that was untimely.

17       So, that's the appeal here. Our, our argument is  
18 that we didn't or my client didn't have a responsibility  
19 to respond to an untimely filed notice of dis --  
20 disallowance. Just like anything else in law, if, if your  
21 filing is not timely filed, it's not effective. No, no  
22 extension was even sought by the personal representative.

23       Now, the Court says it granted an extension through  
24 July. But, again, this disallowance was filed in  
25 November.

1       The Court ruled that additional extensions were  
2 granted. But there's no order in the record to that  
3 effect. The only thing the Court cites to -- the only  
4 thing that's even in the record is -- are a couple of  
5 emails prompting the personal representative to, to file  
6 the closing documents. That's not, that's not a grant of  
7 extension of time to file the notice of disallowance.

8       So, our position is, at this point, no proper notice  
9 of disallowance has been filed at all and that the  
10 creditor's claim should be reinstated and the case should  
11 be remanded to the Probate Court to require the personal  
12 representative to either file an allowance or disallowance  
13 or the Probate Court has the authority, under the, under  
14 the act, to remove the personal representative for not  
15 doing his duty and replace the personal representative  
16 with somebody that will file a timely notice of  
17 disallowance or allowance.

18       So, that's, that's the essence of the case, Your  
19 Honor.

20       THE COURT: All right, sir. I appreciate your  
21 succinct presentation.

22       Any response, ma'am?

23       MS. MARTIAL-WRIGHT: Thank you, Your Honor.

24       As indicated in our pleadings, there is a mechanism  
25 in the code that allows the Court to grant extensions.

1 There is nothing in the code that requires that there be a  
2 formal motion filed. This is just communication between  
3 the Court and the personal representative, which they have  
4 discretion to allow him additional time to submit  
5 documentation.

6 What is clear in the code, however, is that, once a  
7 creditor receives a notice of disallowance, which the only  
8 thing it has to include is a warning that the claim will  
9 be forever barred if the personal -- if the creditor does  
10 not take the necessary steps within 30 days to file a  
11 petition before the Court to have that claim allowed. The  
12 code does not say that the creditor should send a letter  
13 acknowledging receipt of the disallowance. But that, if  
14 they wished to pursue the claim, they should file a  
15 petition. That did not happen here unfortunately.

16 I think we're focusing on the fact that there were  
17 additional extensions granted to the personal  
18 representative. The Probate Court grants extensions to  
19 individuals all the time that do not require a formal  
20 motion. There would never be an order on the record.  
21 They simply have conversations with the personal  
22 representatives or their counsels, and, depending on their  
23 circumstances, which, in this particular individual's case  
24 he was suffering from illnesses and deaths in his family,  
25 the Court, at their discretion, granted him that

1 extension.

2       However, the creditor is the one who had the duty at  
3 this point to submit a formal motion before the Court,  
4 which they failed to do. And even after the Court  
5 notified them that the claim was properly denied, they  
6 still failed to file a motion to have the claim allowed.

7       A request for hearing was made to the Probate Court  
8 so that the probate matters could be brought to a close.  
9 The creditor received notice, at that point, that this  
10 hearing would happen. Even still, there was never a  
11 petition or motion filed before the Court to have the  
12 claim allowed.

13       While there is no formal mechanism that requires the  
14 Court to have an order in the file that evidences any  
15 extension they give, and there certainly is nothing in the  
16 statute that requires the Court to notify a creditor that  
17 their claim is at risk of being barred, there is a  
18 requirement on the creditor to do their due diligence,  
19 within 30 days, to file that motion.

20       That's the basis under which this was denied. It's  
21 pretty clear cut and I do not think the Probate Court  
22 erred in this matter.

23       THE COURT: Any reply, sir?

24       (WHEREUPON, there was no audible response.)

25       THE COURT: Mr. Goodwyn, any reply?

1 I can hear you now I think.

2 MR. GOODWYN: It keeps muting. There we go.

3 Is that -- can you hear me now?

4 THE COURT: I can, sir, yes, sir.

5 MR. GOODWYN: All right.

6 THE COURT: Any, any reply, sir?

7 MR. GOODWYN: Yes, Your Honor.

8 There were a couple of factual issues that were  
9 inaccurate I think. One of them was that, after the  
10 December, 2020 hearing where the Court informed me and my  
11 client for the first time that, that she had granted  
12 extensions to, to file the disallowance, we did file a  
13 petition to allow the creditor's claim. So, we have filed  
14 a petition to allow the creditor's claim.

15 I think opposing counsel indicated that we had never  
16 filed one. We have. That petition was denied without a  
17 hearing just on the grounds that it was untimely.

18 But going back to the original question here about  
19 the extensions, motions for extensions, letting the  
20 creditor know, that kind of thing, you know, you can see  
21 it in my brief. I set out the, the, the relevant  
22 statutes.

23 62-3-806 reads, the last sentence of that section,  
24 reads that, for good cause shown, the Court may reasonably  
25 extend the time for the filing of notice of allowance or

1 disallowance of a properly filed claim.

2 First, you know, I, I think the Court said that the  
3 claimant or, excuse me, the personal representative did  
4 say there was some health issues in the family and that's  
5 why some extensions, some extensions were granted. But we  
6 were never notified of that. We didn't know that there  
7 were -- that good cause was even shown. We didn't know  
8 that an extension was granted.

9 But that extension that was granted was still only  
10 till July 29<sup>th</sup>, 2021. The creditor -- the disallowance  
11 wasn't filed until November.

12 There were no other extensions granted. There's  
13 nothing in the record suggesting an additional extension  
14 was granted. Just two emails that, after July 29<sup>th</sup>,  
15 2021, that was August 24<sup>th</sup> and September 9<sup>th</sup> of 2021,  
16 indicating the -- prompting the personal representative to  
17 file the closing documents.

18 It didn't grant an extension. The Court, you know,  
19 orally said an extension was granted relying on those  
20 emails. But there's nothing in those emails that say an  
21 extension was granted.

22 And so, when we received a disallowance, it's -- it  
23 is untimely. No extension has been granted.

24 I don't think it's fair to require a creditor to have  
25 to respond, spend \$150.00, hire an attorney to respond to

1 what's clearly, according to the record, is an untimely  
2 filed disallowance. Not until a timely filed disallowance  
3 was filed should the creditor be forced to respond.

4 And just as a -- just so the Court knows, the  
5 personal representative in this case is also the sole heir  
6 and this, this creditor's claim is just a judgment against  
7 the decedent.

8 There's no defense to it at all under the law. The  
9 only way it, it -- what we think was happening is the  
10 personal representative simply filed a disallowance trying  
11 to play this game of gotcha to say oh, well, you didn't  
12 respond timely, I'm gonna get rid of your creditor's claim  
13 so he can get more out of the estate.

14 But this is a, this is a judgment against the debtor.  
15 It's, it's about as good a creditor's claim as you can  
16 get. The estate should pay it by all rights and we think  
17 this -- the Court was, was wrong in, in holding that or  
18 finding extensions were granted when there's nothing in  
19 the record suggesting that there was an extensions and  
20 certainly nothing in the record indicating that the  
21 creditor was notified that any extension had been granted.

22 THE COURT: All right. Ma'am, any, any parting  
23 comment, ma'am?

24 MS. MARTIAL-WRIGHT: Your Honor, I, I would simply  
25 like to reiterate that, pursuant to 62-3-806, all the

1 creditor needs to know is that, when they receive a notice  
2 of disallowance that specifically states that their claim  
3 is going to be forever barred unless they commence an  
4 action within 30 days of receiving said notice, that's all  
5 they really need to know. They, they, they did not need  
6 to know whether or not an extension was or was not  
7 granted. They were suppose to take action within 30 days  
8 and they completely disregarded that in this case and  
9 opted for a letter instead.

10 THE COURT: Now, I have not had the chance to, to  
11 dive deeply into this file yet. I know there's a lot more  
12 on E-Filing that I will, I will need to look at. Many,  
13 many cases this week.

14 Do, do either of you or both of you have one  
15 particular case that you can send to me or you have sent  
16 to me that sort of addressed this issue?

17 MR. GOODWYN: I don't.

18 THE COURT: Not multiple cases -- not -- not a, not a  
19 whole pile of cases. Just one.

20 MR. GOODWYN: No, there's no case law directly on  
21 point to this. I, I do cite some, some cases in my, in my  
22 brief kind of going through -- I mean when I was, when I  
23 was briefing this, I didn't find anything on point really  
24 that the, that them -- now that I'm looking at my brief,  
25 there are some -- the cases that I'm citing are really

1 more just on the standard of review, not so much the  
2 merits issues. There's -- I just -- generally---

3 THE COURT: Do you have any?

4 MR. GOODWYN: ---speaking, there are cases out there  
5 that, that say an untimely filed document is not valid. I  
6 think that just kind of goes without saying. But there is  
7 no case law directly on point on this.

8 THE COURT: Ma'am, do you have anything?

9 One case?

10 MS. MARTIAL-WRIGHT: I do not, Your Honor. But  
11 unless we're going to take away the Court's discretion on,  
12 on how probate estates are to be administered, then this  
13 was timely filed and timely served and, unfortunately, the  
14 creditor failed to respond timely as clearly required by  
15 the statute.

16 THE COURT: Well, it's -- this precise issue has not  
17 been addressed and resolved by a higher and more learned  
18 body of jurist, then perhaps we're going to make some here  
19 soon---

20 MR. GOODWYN: Yes, sir.

21 THE COURT: ---one way or the other.

22 MR. GOODWYN: That's right.

23 THE COURT: So, I will take it under consideration.  
24 This is not your normal motion to dismiss, motion to grant  
25 extension of time to reply, et cetera. So, it will be a

1 few days. But you will hear from me.

2 MR. GOODWYN: Thank you, Your Honor.

3 MS. MARTIAL-WRIGHT: Thank you, Your Honor.

4 THE COURT: Thank y'all for your patience and have a  
5 good weekend.

6 MR. GOODWYN: You too.

7 MS. MARTIAL-WRIGHT: You do the same.

8

9 \* \* \*END OF REQUESTED TRANSCRIPT OF RECORD\* \* \*

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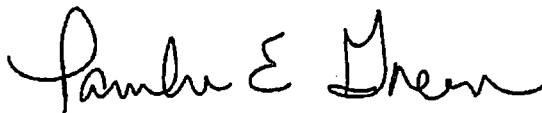
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C E R T I F I C A T E

I, Pamela E. Green, Official Court Reporter for the State of South Carolina, do hereby certify that the foregoing is a true, accurate and complete Transcript of Record of the proceedings had and evidence introduced in the trial of the captioned case, relative to appeal, in the Court of Common Pleas Nonjury for Richland County, South Carolina, on the 27<sup>th</sup> day of October, 2023.

I do further certify that I am neither of kin, counsel nor interest to any party hereto.

February 26<sup>th</sup>, 2024

A handwritten signature in cursive script that reads "Pamela E. Green". The signature is written in black ink and is positioned above a horizontal line.

PAMELA E. GREEN, Court Reporter



2023CP4000573 : Constance Washington VS Adrian E Adams , defendant, et al  
Common Pleas

**Case Number** 2023CP4000573  
**Case Subtype** Probate Court 940  
**Filed Date** 02-03-2023  
**Status** Dismissed  
☒ Show/Hide Participants

**Plaintiff** Constance Washington  
**Defendant** Adrian E Adams et al  
**Assigned Judge** Clerk Of Court C P, G S, And Family  
**File Type** Jury

| Name                          | Description                                                  | Type   | File          |
|-------------------------------|--------------------------------------------------------------|--------|---------------|
| Constance Washington          | NEF(02-21-2024 08:50:20 AM) Notice/Other                     | Filing | 02-21-2024 0: |
| Constance Washington          | Notice/Other                                                 | Filing | 02-21-2024 0: |
| Adrian E Adams                | NEF(02-13-2024 11:31:22 AM) Order/Other                      | Filing | 02-13-2024 1: |
| Adrian E Adams                | Order/Appellant's Appeal is therefore denied.                | Order  | 02-13-2024 1: |
| Constance Washington          | Decline to Sign:Order/Decline to Take Action-Decline to Sign | Filing | 02-13-2024 1: |
| Constance Washington          | NEF(01-24-2024 04:35:33 PM) Proposed Order/Other             | Filing | 01-24-2024 0: |
| Constance Washington          | Order/Order Cover Sheet \$25.00                              | Filing | 01-24-2024 0: |
| Adrian E Adams                | NEF(12-29-2023 01:02:09 PM) Proposed Order/Other             | Filing | 12-29-2023 0: |
| Adrian E Adams                | Order/Order Cover Sheet \$25.00                              | Filing | 12-29-2023 0: |
| Thomas Jefferson Goodwyn, Jr. | 10/27/2023_APPEAL_Roster/Notice of Case Roster Publication S | Action | 10-11-2023 0: |
| Adrian E Adams                | 10/27/2023_APPEAL_Roster/Notice of Case Roster Publication S | Action | 10-11-2023 0: |
| Soraya Martial-Wright         | 10/27/2023_APPEAL_Roster/Notice of Case Roster Publication S | Action | 10-11-2023 0: |
| Adrain E Adams Prs            | NEF(08-30-2023 10:38:31 AM) Appeal/Appellate Brief           | Filing | 08-30-2023 1: |
| Adrain E Adams Prs            | Appeal/Appellate Brief                                       | Filing | 08-30-2023 1: |
| Constance Washington          | NEF(08-08-2023 03:46:14 PM) Appeal/Appellate Brief           | Filing | 08-09-2023 0: |
| Constance Washington          | Appeal/Appellate Brief                                       | Filing | 08-08-2023 0: |
| Adrian E Adams                | NEF(07-28-2023 11:33:35 AM) Appeal/Record on Appeal          | Filing | 07-28-2023 1: |
| Adrian E Adams                | NEF(07-28-2023 11:24:15 AM) Appeal/Designation of Matter     | Filing | 07-28-2023 1: |
| Adrian E Adams                | Appeal/Record on Appeal Filings                              | Filing | 07-28-2023 1: |
| Adrian E Adams                | Appeal/Record on Appeal Filings                              | Filing | 07-28-2023 1: |
| Adrian E Adams                | Amended/Designation of Matter to Be Included on Appeal       | Filing | 07-28-2023 1: |
| Constance Washington          | NEF(07-19-2023 09:07:22 AM) Filing/Other                     | Filing | 07-19-2023 0: |
| Constance Washington          | Filing/Record on Appeal Volume 2/Part 5                      | Filing | 07-19-2023 0: |
| Constance Washington          | Filing/Record on Appeal Volume 2/Part 6                      | Filing | 07-19-2023 0: |
| Constance Washington          | Filing/Record on Appeal Volume 2/Part 7                      | Filing | 07-19-2023 0: |
| Constance Washington          | Filing/Record on Appeal Volume 2/Part 8                      | Filing | 07-19-2023 0: |
| Constance Washington          | NEF(07-19-2023 09:06:51 AM) Filing/Other                     | Filing | 07-19-2023 0: |
| Constance Washington          | NEF(07-19-2023 09:07:05 AM) Filing/Other                     | Filing | 07-19-2023 0: |
| Constance Washington          | Filing/Record on Appeal Volume 2/Part 4                      | Filing | 07-19-2023 0: |
| Constance Washington          | Filing/Record on Appeal Volume 2/Part 1                      | Filing | 07-19-2023 0: |
| Constance Washington          | Filing/Record on Appeal Volume 2/Part 2                      | Filing | 07-19-2023 0: |
| Constance Washington          | Filing/Record on Appeal Volume 2/Part 3                      | Filing | 07-19-2023 0: |
| Constance Washington          | NEF(07-18-2023 04:37:31 PM) Filing/Other                     | Filing | 07-18-2023 0: |
| Constance Washington          | Filing/Record on Appeal Volume 1 Part 5 of 5                 | Filing | 07-18-2023 0: |
| Constance Washington          | NEF(07-18-2023 04:29:42 PM) Filing/Other                     | Filing | 07-18-2023 0: |
| Constance Washington          | NEF(07-18-2023 04:29:33 PM) Filing/Other                     | Filing | 07-18-2023 0: |
| Constance Washington          | Filing/Record on Appeal Volume 1 Part 4 of 5/a               | Filing | 07-18-2023 0: |
| Constance Washington          | Filing/Record on Appeal Volume 1 Part 4 of 5/b               | Filing | 07-18-2023 0: |
| Constance Washington          | Filing/Record on Appeal Volume 1 Part 4 of 5/c               | Filing | 07-18-2023 0: |
| Constance Washington          | Filing/Record on Appeal Volume 1 Part 3 of 5/A               | Filing | 07-18-2023 0: |
| Constance Washington          | Filing/Record on Appeal Volume 1 Part 3 of 5/B               | Filing | 07-18-2023 0: |
| Constance Washington          | Filing/Record on Appeal Volume 1 Part 3 of 5/C               | Filing | 07-18-2023 0: |
| Constance Washington          | NEF(07-18-2023 03:21:57 PM) Filing/Other                     | Filing | 07-18-2023 0: |
| Constance Washington          | Filing/Record on Appeal Volume 1 Part 2 of 5/Part B          | Filing | 07-18-2023 0: |
| Constance Washington          | Filing/Record on Appeal Volume 1 Part 2 of 5/Part C          | Filing | 07-18-2023 0: |

|                               |                                                              |        |            |    |
|-------------------------------|--------------------------------------------------------------|--------|------------|----|
| Constance Washington          | NEF(07-18-2023 03:21:33 PM) Filing/Other                     | Filing | 07-18-2023 | 0: |
| Constance Washington          | Filing/Record on Appeal Part 1 Volume 2 of 5/Part A/1        | Filing | 07-18-2023 | 0: |
| Constance Washington          | Filing/Record on Appeal Part 1 Volume 2 of 5/Part A/2        | Filing | 07-18-2023 | 0: |
| Constance Washington          | NEF(07-18-2023 03:21:04 PM) Filing/Other                     | Filing | 07-18-2023 | 0: |
| Constance Washington          | Filing/Record on Appeal Volume 1 Part 1 of 5/Part 1          | Filing | 07-18-2023 | 0: |
| Constance Washington          | Filing/Record on Appeal Volume 1 Part 1 of 5/Part 2          | Filing | 07-18-2023 | 0: |
| Constance Washington          | Filing/Record on Appeal Volume 1 Part 1 of 5/Part 3          | Filing | 07-18-2023 | 0: |
| Constance Washington          | Filing/Record on Appeal Volume 1 Part 1 of 5/Part 4          | Filing | 07-18-2023 | 0: |
| Adrian E Adams                | NEF(06-29-2023 10:28:56 AM) Order/Other                      | Filing | 06-29-2023 | 1: |
| Adrian E Adams                | ORDER GRANTING EXTENSION                                     | Order  | 06-29-2023 | 1: |
| Adrian E Adams                | NEF(06-20-2023 04:08:19 PM) Motion/Other                     | Filing | 06-21-2023 | 1: |
| Adrian E Adams                | Motion to Extend Time to File Initial Brief                  | Motion | 06-20-2023 | 0: |
| Adrian E Adams                | Appeal/Appellate Brief                                       | Filing | 06-20-2023 | 0: |
| Adrian E Adams                | Appeal/Designation of Matter                                 | Filing | 06-20-2023 | 0: |
| Adrian E Adams                | NEF(06-20-2023 03:45:32 PM) Notice/Notice of Appearance      | Filing | 06-20-2023 | 0: |
| Adrian E Adams                | Notice/Notice of Appearance                                  | Filing | 06-20-2023 | 0: |
| Thomas Jefferson Goodwyn, Jr. | 6/30/2023_APPEAL_Roster/Notice of Case Roster Publication Se | Action | 06-06-2023 | 0: |
| Adrian E Adams                | 6/30/2023_APPEAL_Roster/Notice of Case Roster Publication Se | Action | 06-06-2023 | 0: |
| Constance Washington          | NEF(03-06-2023 03:21:30 PM) Appeal/Appellate Brief           | Filing | 03-06-2023 | 0: |
| Constance Washington          | Appeal/Appellate Brief                                       | Filing | 03-06-2023 | 0: |
| Constance Washington          | Appeal/Designation of Matter                                 | Filing | 03-06-2023 | 0: |
| Constance Washington          | Service/Certificate Of Service                               | Filing | 03-06-2023 | 0: |
| Constance Washington          | Appeal/Notice of Appeal (Workflow)                           | Action | 02-13-2023 | 1: |
| Constance Washington          | Appeal/Notice of Appeal                                      | Filing | 02-03-2023 | 1: |
| Constance Washington          | Appeal/Notice of Appeal-EX_1                                 | Filing | 02-03-2023 | 1: |
| Constance Washington          | Motion/Appeal                                                | Motion | 02-03-2023 | 1: |

# South Carolina Appellate Case Management System

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## Cases

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Participant Search

**Disclaimer:** The information and documents available here should not be relied upon as an official record. Only filed documents can be viewed. Some documents received in a case may not be available. Some documents originating from a lower court, including records and appendices, may not be available.

### Case Information: 2024-000234

|                                 |                                                                                        |                            |                                        |
|---------------------------------|----------------------------------------------------------------------------------------|----------------------------|----------------------------------------|
| <b>Court:</b>                   | Court of Appeals                                                                       | <b>Classification:</b>     | Appeal - Common Law from Probate Court |
| <b>Short Title:</b>             | In the Matter of the Estate of Adell Thompson Adams<br><a href="#">View Full Title</a> | <b>Case Status:</b>        | Final Briefing / Review                |
| <b>Consolidated:</b>            |                                                                                        |                            |                                        |
| <b>Filed Date:</b>              | 02/21/2024                                                                             | <b>Oral Argument Date:</b> |                                        |
| <b>Disposition Date:</b>        |                                                                                        | <b>Disposition Type:</b>   |                                        |
| <b>Remittitur Date:</b>         |                                                                                        |                            |                                        |
| <b>Lower Court or Tribunal:</b> | Richland (2023CP4000573)                                                               |                            |                                        |

### - Party Information

| Appellate Role | Party Name           | Former | Attorney(s)               |
|----------------|----------------------|--------|---------------------------|
| Appellant      | Constance Washington | N      | Thomas Jefferson Goodwyn, |
| Respondent     | Adrian E. Adams      | N      | Soraya Martial-Wright     |

### Views

Display: Descending [Go!](#)

### Event Information

| Filed Date | Event Information                                                   |
|------------|---------------------------------------------------------------------|
| 11/07/2024 | Deficiency - Correction- (Respondents Final Brief)                  |
| 11/06/2024 | Final Brief - Respondent                                            |
| 10/29/2024 | Deficiency -2nd Deficiency Letter Sent- (1 Bound Copy of RFB)       |
| 10/29/2024 | Correspondence - Outgoing (No Action Letter)                        |
| 10/16/2024 | Non-Dispositional Decision - Extension Granted- (ROA)               |
| 10/16/2024 | Correspondence - Incoming (Respondents Letter)                      |
| 10/14/2024 | Motion - Extension of Time (2nd- Appellants ROA)                    |
| 09/17/2024 | Non-Dispositional Decision - Extension Granted- (ROA)               |
| 09/16/2024 | Motion - Extension of Time (1st- Appellants ROA)                    |
| 09/10/2024 | Deficiency - Deficiency Letter Sent- (1 Bound Copy of RFB)          |
| 09/05/2024 | Correspondence - Outgoing (ROA Overdue Letter)                      |
| 08/29/2024 | Final Brief - Respondent                                            |
| 07/31/2024 | Correspondence - Outgoing (1 Bound Copies Letter)                   |
| 07/31/2024 | Initial Brief - No Reply                                            |
| 07/15/2024 | Initial Brief - Respondent                                          |
| 07/02/2024 | Non-Dispositional Decision - Order- (Respondents Motion to Dismiss) |
| 05/15/2024 | Motion - No Return- (Respondents Motion to Dismiss)                 |

|            |                                                                  |
|------------|------------------------------------------------------------------|
| 04/25/2024 | Motion - (Respondents Motion to Dismiss)                         |
| 03/28/2024 | Designation of Matter - Designation of Matter Filed- (Appellant) |
| 03/28/2024 | Initial Brief - Appellant                                        |
| 03/04/2024 | Transcript Documents - Transcript Delivered - Direct Appeal      |
| 02/22/2024 | Correspondence - Outgoing (Notice of Appeal Initial Letter)      |
| 02/21/2024 | Notice of Appeal (Civil) - Initial                               |

IN THE STATE OF SOUTH CAROLINA  
In the Circuit Court

APPEAL FROM RICHLAND COUNTY  
PROBATE COURT

Amy W. McCulloch, Probate Court Judge

Estate Case No.: 2020-ES-40-00392  
Case No. 2023-CP-40-00573  
Appellate Case No.: 2024-000234

**RECEIVED**

NOV 15 2024

SC Court of Appeals

In the Matter of the Estate of Adell Thompson Adams

Constance Washington,..... Appellant,

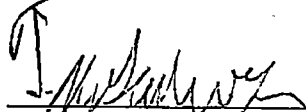
v.

Adrian E. Adams, as Personal Representative for the Estate of Adell T. Adams,.....Respondent.

**CERTIFICATE OF COUNSEL**

The undersigned hereby certifies that this Record on Appeal, submitted with the consent of all attorneys of record pursuant to Rule 212(b), SCACR, contains all materials proposed to be included by any of the parties and not any other material.

**GOODWYN LAW FIRM, LLC**



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Columbia, SC 29205

(803) 251-4517

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*Attorney for Appellant*

Columbia, South Carolina  
November 14, 2024