

THE STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS

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SC Court of Appeals

APPEAL FROM CHARLESTON COUNTY
Circuit Court

Judge J. Mark Hayes, II
Judge Dale E. Van Slambrook

Probate Court No.: 2019-ES-10-00394
Circuit Court Appellate No.: 2024-CP-10-00598
Circuit Court Appellate No.: 2024-CP-10-01509
Appellate Case No.: 2025-000194

In the Matter of
Veronique W. Pickett

Bayard Scott Pickett, Jr., Appellant

v.

Laura V. Jones, as Trustee of the Laura V. Jones Trust as Established by the Will of Veronique H.W. Pickett Dated March 31, 1999 and as Trustee of the Kathleen E. Anderson Trust as Established under the Will of Veronique H.W. Pickett Dated March 31, 1999, Respondent,

AND

Kathleen Anderson aka Kathleen Elizabeth Anderson, in her individual Capacity, Respondent

RECORD ON APPEAL

Paul B. Ferrara, III
SC Bar No. 70511
8887 Old University Blvd. Ste. 201
North Charleston, SC 29406
(843) 569-5511/ (843) 569-5411 fax
paul@ferraralawfirm.net
Attorney for Appellant

February 19, 2026

Elizabeth J. Palmer, Esq.
151 Meeting Street
Charleston, SC 29445
Email: ep@saxtonstump.com
Attorney for Respondent Jones

Eric B. Laquiere, Esq.
3674 Old Charleston Hwy.
Johns Island, SC 29445
Email: eric@laqlaw.com
Attorney for Respondent Anderson

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1911-1-1-0-17
STATE OF SOUTH CAROLINA)
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COUNTY OF CHARLESTON)

LAST WILL AND TESTAMENT
OF
VERONIQUE H. W. PICKETT

I, VERONIQUE H. W. PICKETT, a resident of the County of Charleston and State of South Carolina, and a citizen of the United States, do make, publish and declare this as and for my Last Will and Testament, hereby revoking any and all former Wills and Codicils by me at any time heretofore made.

My husband is Bayard Scott Pickett and my children are Veronique W. P. Anderson and Bayard Scott Pickett, Jr.

ARTICLE 1

Appointment of Fiduciaries

I appoint my husband, Bayard Scott Pickett, as my Personal Representative and as Trustee of the Trust created under Article 5. If my husband should fail to qualify or cease to act, I appoint my children, Veronique W. P. Anderson and Bayard S. Pickett, Jr., acting jointly, or the survivor solely, as Personal Representative or Trustee, or both, as the case may be.

1.1 **Ancillary Administration.** If my Personal Representative or Trustee is not permitted to act as my Personal Representative or as my Trustee, as the case may be, in a jurisdiction, they shall select an individual or entity to serve in such capacity in that jurisdiction, shall determine the compensation to be paid to such fiduciary, and shall delegate to such fiduciary any and all powers and discretion granted herein. I authorize my Personal Representative or my Trustee, as the case may be, in such jurisdiction to employ a person or entity, without designation of fiduciary capacity, as custodian or agent, to acquire, hold, register, or dispose of property in his, her or its name or the name of his, her or its nominee, to prepare accounts and tax returns, and to perform such other functions as may be required, and to pay out of income and, if insufficient, out of principal, the charges and expenses arising therefrom.

ARTICLE 2

Payment of Enforceable Claims

Except as may specifically be provided otherwise in this Will, I direct that all of my legally enforceable debts of a current nature, expenses incurred in the administration of my estate, and funeral and burial expenses (including the expenses of my last illness), including the cost of a suitable memorial, be paid out of my residuary estate. With respect to long term notes and debts secured by mortgages on or security interests in specific property, my Personal Representative, during the administration of my estate, shall pay such installments as they come due out of my residuary estate, and any such property shall be distributed by my Personal Representative subject to such debt. My Personal Representative may continue, renew, and/or refinance any indebtedness upon such terms and with such security for its repayment as he deems advisable.

ARTICLE 3

Gift of Personal Property

3.1 Disposition by Memorandum. I may leave with this, my Last Will and Testament, a list in my handwriting, or signed by me, directing the distribution of specific items of personal property to named individuals as specified in said list. If no such written list is found or identified by my Personal Representative within ninety (90) days after my Personal Representative's qualification, it shall be conclusively presumed that there is no such list and any subsequently discovered list shall be ineffective. It is my direction that my Personal Representative follow my instructions as specified in any such list in the distribution of said articles of personal property.

3.2 Conflicts. Should there be a conflict as to the disposition of any specific item or article between any memorandum I have left and a specific gift of such property under this Will, I direct that the list or memorandum which I may have left shall control such disposition over any specific gift provisions of this Will.

3.3 Remaining Personal Property. I give, devise and bequeath all tangible personal property not effectively disposed of by memorandum or by specific gift under this Will, including furniture, furnishings, silver, books and pictures (but not including securities, cash on

hand or on deposit, and other personal property relating to investments) which I may own at my death, and all policies of insurance relating to such property, to my beloved husband, Bayard Scott Pickett, if he survives me. If he does not survive me, I give, devise and bequeath such tangible personal property, per stirpes, to such of my issue as shall survive me, to be divided among them in such manner as they shall agree, or failing agreement for any reason whatsoever, then in such manner as my Personal Representative shall determine. If neither my husband nor any of my issue survive me, said property shall become part of my residuary estate.

3.4 Packing and Shipping Expenses. I direct that all costs and expenses, including the expense of packing, shipping, insuring and transporting, incurred by the delivery of the bequests made in this Article shall be borne by my Personal Representative as an expense of administration and shall not be charged against any of said devises.

ARTICLE 4

Exercise of Powers of Appointment

I do not intend by this Will to exercise any power of appointment.

ARTICLE 5

Gift of Credit Shelter Amount in Trust

5.1 Creation of the Trust. If my husband, Bayard Scott Pickett, survives me, I give to my Trustee such fractional share of all the rest, residue and remainder of my estate (my "residuary estate") (the "Credit Shelter Amount") as is equal to the largest amount that can pass under this Will free of Federal estate tax by reason of the Federal unified credit and the state death tax credit (provided the use of this credit does not require an increase in the state death taxes paid) allowable to my estate (under the Internal Revenue Code then in effect). The Credit Shelter Amount shall be computed after taking account of (i) my prior adjusted taxable gifts and any reduction in them pursuant to Treasury Regulation §25.2701-5, (ii) taxable gifts under previous Articles of this Will, (iii) property passing outside of this Will but includable in my estate which does not qualify for the marital or charitable deduction, and (iv) charges to principal that are not allowed as deductions in computing my Federal estate tax. For the purpose of establishing the share disposed of by this Article, the values finally determined in the federal estate tax proceedings

relating to my estate shall be used. Furthermore, for purposes of determining the fractional share, the Federal estate tax payable because of my death shall be computed as if: (i) there were no credit except (a) the credit for state death taxes to such extent as state death taxes would not thereby be incurred or increased and (b) the unified credit; (ii) there were no disclaimer of any property (or interests therein) that, but for such disclaimer, would otherwise qualify for the marital deduction; and (iii) there were no failure to elect under §2056(b)(7) of the Internal Revenue Code to qualify any property for the marital deduction. I recognize that no amount may be disposed of by this Article and that the amount disposed of by this Article may be affected by my Personal Representative's actions in exercising tax elections.

5.2 Trust Property and Distributions of Trust Income and Principal. My husband, as Trustee, shall pay or apply so much or all or none of the net income and/or principal of this Trust (even to the extent of its exhaustion) to or for the benefit of that class of persons consisting of my husband and my issue, as he, as Trustee, shall determine to be necessary or advisable from time to time for their maintenance in health and reasonable comfort, education and support in their accustomed manner of living. My husband, as Trustee, is instructed to consider himself as the Primary Beneficiary of the Trust and, consistent with the mandate of ascertainable standards contained herein, is requested to refrain from paying income or principal of the Trust to or for the use or benefit of any other beneficiary unless he has first determined that he is adequately provided for (subject to the above named standards of maintenance in his health and reasonable comfort, education and support in his accustomed manner of living). It is my intention that the power which is being granted to my husband, as Trustee, in the immediately preceding sentence shall be a power limited by an ascertainable standard, as defined in Treasury Regulation Section 20.2041-1(c)(2), and such power shall not be a general power of appointment. In addition, my husband, as Trustee, shall not have the power to make any determination with respect to any payment or application which would discharge any of his legal obligations, all such determinations shall only be made by a Special Trustee (whose decision making authority shall be specifically limited to such determinations) after being appointed by the majority vote of my husband and my then living children for the purpose of making any such determinations. Any income not so paid shall be added to principal.

5.3 Distributions of \$5,000 or 5% of Trust Principal. My Trustee shall pay to my husband, so much or all, if any, of the principal of this Trust, not to exceed in value for any calendar year five thousand dollars (\$5,000.00), and if my husband shall be living on the last day of such year, such additional amount (if any) as five percent (5%) of the value (of the last day of the year) of the principal exceeds the value previously withdrawn for such year pursuant to this sentence, as my husband may direct in writing at any time, or from time to time, during the year. Distribution shall be made within 10 days after delivery to my Trustee of the instrument of withdrawal, except that a distribution of a withdrawal as of the last day of a year shall be made within 30 days after the close of the year.

5.4 Trust Termination and Distribution. Upon the death of my husband, the Trust provided for under this Article shall terminate and my Trustee shall divide the then remaining Trust assets into separate shares, per stirpes, for my then living issue, each such separate share thereby created to be held in further trust pursuant to the provisions of Article 7, below.

ARTICLE 6

Residuary Estate

All the rest, residue and remainder of my property and estate, real and personal, of whatever nature and wherever situated, including any property before mentioned but not effectively disposed of (my "residuary estate"), I give, devise and bequeath to my husband, if he survives me. If he shall not be living at my death my residuary estate shall be divided into separate shares, per stirpes, for my then living issue, each such separate share thereby created to be held in further trust pursuant to the provisions of Article 7, below.

My husband, Bayard Scott Pickett shall have the right, by an acknowledged instrument delivered to my Personal Representative within nine months of my death, to disclaim an interest in any portion or all of any property which he may receive under this Will, in which event the property constituting such disclaimed portion shall be added to the Trust created under Article 5, above.

ARTICLE 7

Issue Trust

7.1 **Separate Shares.** If any amounts are directed to be held, In Trust, pursuant to the terms and conditions of this Article, each such amount to be held as a separate Trust for the benefit of the person entitled to receive that share and his or her issue (the child or other issue of mine for whose benefit a separate share is determined is referred to as the "Primary Beneficiary"). If the Primary Beneficiary of this Trust has attained the age of thirty-five (35) at the time of the Trust's establishment, or at such time as the Primary Beneficiary attains the age of thirty-five (35), the Primary Beneficiary shall become the sole Trustee and any then acting Trustee(s) other than the Primary Beneficiary shall automatically cease to serve as Trustee(s). After the Primary Beneficiary of any Trust created under this Article has attained the age of thirty-five (35) and if he or she has elected not to serve as Trustee, he or she shall have the power to appoint a substitute Trustee or Trustees and also shall have the power to remove and replace any then acting Trustee, either with himself or herself or with another Trustee.

7.2 **Income and Principal Distributions.** The Primary Beneficiary, as Trustee of the separate trust for his and his issue's benefit shall pay to or apply for his own benefit, and for the benefit of his issue, so much or all, if any, of the net income and so much or all of the principal of this Trust as he, as Trustee hereunder, shall determine to be necessary or advisable for both his own, and his issue's, maintenance in health and reasonable comfort, support in their accustomed manner of living, and education, including college and professional education. It is my intention that this power which is being granted to the Primary Beneficiary, as Trustee, in the immediately preceding sentence shall be a power subject to an ascertainable standard, as defined in Treasury Regulations Section 20.2041-1(c)(2), and such power shall not be a general power of appointment.

7.3 **Distribution Guidelines - The Primary Beneficiary.** My Trustee shall be extremely liberal in exercising the discretion conferred upon him, and preference shall be given to the health, education, support and comfortable maintenance of the Primary Beneficiary for whom the Trust is established, rather than for the benefit of the other eligible income beneficiaries or the conservation of principal for the benefit of the remaindermen. No payment or application

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of any amount from the Trust shall be made to any beneficiary of the Trust, other than to or for the benefit of the Primary Beneficiary of the Trust, unless the Trustee shall determine that the Primary Beneficiary is adequately provided for.

7.4 Distributions of \$5,000 or 5% of Trust Principal. Once the Primary Beneficiary has attained the age of thirty (30), my Trustee shall pay to him or her, so much or all, if any, of the principal of the Trust, not to exceed in value for any calendar year five thousand dollars (\$5,000.00), and if the Primary Beneficiary shall be living on the last day of such year, such additional amount (if any) as five percent (5%) of the value (as of the last day of the year) of the principal exceeds the value previously withdrawn for such year pursuant to this sentence, as the Primary Beneficiary may direct in writing at any time, or from time to time, during the year.

7.5 Death of the Primary Beneficiary. Upon the death of the Primary Beneficiary, the Trust for such Primary Beneficiary under this Article shall terminate, and the principal and any accumulated income of the Trust shall at that time be:

7.5.1 Limited Power of Appointment. Paid over and delivered by my Trustee to or IN TRUST for the benefit of the persons and objects and in such proportions and in further trust or otherwise, with the same or other or additional Trustees, and with the same or another sinus, as the Primary Beneficiary shall appoint by Will duly admitted to probate expressly referring to this power of appointment; provided, however, (i) that the power of appointment shall not be exercisable to any extent in favor of the Primary Beneficiary, the Primary Beneficiary's estate, the Primary Beneficiary's creditors or creditors of the Primary Beneficiary's estate; (ii) that the power of appointment shall only be exercisable in favor of my descendants or their spouses; and (iii) that any exercise in favor of a spouse of one of my descendants may grant to such spouse no greater than an income interest for life in the appointed assets. To the extent the Primary Beneficiary does not effectively exercise this limited power of appointment, the unappointed property shall be:

7.5.2 Power of Appointment not Exercised. Divided among the Primary

Beneficiary's then living issue per stirpes, and each share to be held by my Trustee, IN TRUST, for the benefit of the person for whom the share is set apart, subject to the trust provisions of this Article; that person being the "Primary Beneficiary" and the Trustee of the separate Trust; and if upon termination of a Trust, no issue of the deceased Primary Beneficiary is then living, the then remaining principal of the Trust shall be;

7.5.3 Primary Beneficiary Without Issue. Paid over and distributed per stirpes among the then living issue of my most remote descendant who is an ancestor of the deceased Primary Beneficiary and who has issue then living, or if none;

7.5.4 Per Stirpes Distribution. Paid over and distributed per stirpes among my then living issue;

subject, except in the case of the exercise of the power given herein to appoint (whether outright or In Trust subject to other provisions), to the trust provisions of this Article.

7.6 Trustees Protected. Any exercise by my Trustee of these powers, which are made in good faith and subject to the ascertainable standards set forth herein shall be fully protected and shall be binding and conclusive upon all persons interested in this Trust.

7.7 Trust Term Limitations. Notwithstanding the foregoing provisions of this Article, each Trust established under this Article shall terminate not later than twenty-one (21) years after the death of the last to die of my husband and my issue who are living (or in being) at the date of my death. Within the final year of this Trust prior to a mandatory termination under this §7.7, the Trustee (other than any beneficiary - if there is no Trustee other than a beneficiary then acting, a Special Trustee shall be appointed for the purposes of making the distributions on termination) shall distribute the then assets of the Trust to and among that class of persons consisting of the Primary Beneficiary of the Trust and his or her issue; provided, however, that if the Primary Beneficiary has no issue then living, then, with the consent of the Primary Beneficiary, the class of permissible distributees shall include my other issue then living. The Trustee (or Special Trustee, as the case may be) shall consider the financial needs and resources

of the Primary Beneficiary and his or her issue (or my other issue, as the case may be) at that time, giving primary consideration to the needs and resources of the Primary Beneficiary, as well as to the various estate and gift tax situations of the various beneficiaries at that time. The Trustee (or Special Trustee, as the case may be) is requested, but not directed, to consider any requests the Primary Beneficiary may make as to any such distributions of the Trust assets, favoring particularly the Primary Beneficiary or such other beneficiaries as the Primary Beneficiary may request (though any such requests from the Primary Beneficiary shall in no manner be deemed to be more than a request, the sole and absolute discretion as to any such decision residing in the Trustee (who is not a beneficiary), or the Special Trustee, as the case may be).

7.8 Generation Skipping Transfers. If, upon the death of any beneficiary, a generation-skipping transfer of property (within the meaning of §2611(a) of the Internal Revenue Code) would occur with respect to such Trust property, then such beneficiary shall have a general testamentary power of appointment over a fractional share of such assets which is equal to an amount, if any, which, when included in the estate of such person will result in the maximum reduction in the sum of generation-skipping transfer taxes and estate, legacy, succession and inheritance taxes imposed by reason of the death of such person with respect to such Trust property when compared with the sum of the generation-skipping transfer taxes and estate, legacy, succession and inheritance taxes which would have been imposed if no testamentary power of appointment were created hereunder. Any such testamentary general power of appointment may be exercised by appointment to such person's estate or otherwise and may be exercised by an appointment outright or in further trust subject to such terms and conditions as the donee of this power may determine; provided, however, that this power of appointment may only be exercised by specific reference thereto in such person's Will duly admitted to probate, and provided further, that such general power of appointment shall be exercisable only with the consent of the Trustee who is (i) neither a beneficiary of the Trust (if there is no such independent Trustee then acting and there arises a need to grant or deny such consent, such an independent Trustee shall be appointed by a court of competent jurisdiction), nor (ii) a potential remainderman of the Trust's assets should the appointment power not be exercised. To the extent that any such general power of appointment is granted but not exercised, the assets which are subject to the power shall pass as they would have had the power not been granted.

ARTICLE 8

Disabled Persons and Their Property

8.1 **Disabled Person.** A "disabled person" is a minor or a person who (i) has been determined to be legally incapacitated to act on his or her own behalf by a court of competent jurisdiction, or as to whom a such court has appointed a guardian to act on his or her behalf, (ii) in the written opinion of two licensed physicians or psychiatrists appointed by the Trustee is deemed to be physically or mentally incapable of managing his or her affairs although a judicial declaration of the incapacity may not have been made, or (iii) as to whom the Trustee has creditable and current evidence that such individual has disappeared, is unaccountably absent, or is being detained under duress in such a manner as to be unable effectively and prudently to attend to his or her own financial best interests. The incapacity shall be deemed to continue until the court order or circumstances have been revoked or become inapplicable.

8.2 **Title To Property Vested.** Whenever under this Will any property is to be distributed to a person under a disability (a "disabled person"), title to that property shall vest in the disabled person, but payment may be deferred and held by my Personal Representative or Trustee, as the case may be, who shall apply so much or all or none of the principal and income as he may determine, in the exercise of his sole and absolute discretion (without regard to the other income or other resources of the disabled person), for the disabled person's comfort and welfare. When the disability ceases, the property and any accumulated income shall be delivered to the disabled person or to his or her legal representatives. Any income accumulated shall be added to and accounted for as part of the principal.

8.3 **Distributions for Disabled Person's Benefit.** In case the income or principal payment under this Will or under any Trust created hereunder or any share thereof shall become payable to a disabled person, then such amounts shall be paid out by my Personal Representative or Trustee, as the case may be, in such of the following ways as the Personal Representative or Trustee, in his sole and absolute discretion, deems best: (1) directly to the disabled person; (2) to the disabled person's parent, guardian, custodian under the applicable state Uniform Gifts to Minors Act, committee, conservator, or to an individual with whom the disabled person resides; (3) to an appropriate relative or friend for the care, support and education of the disabled person;

or (4) by the Personal Representative or Trustee using such amounts directly for the disabled person's care, support and education. The receipt of the distributee shall constitute a full and sufficient discharge to the Personal Representative or Trustee, as the case may be. The powers for the management of assets granted to Fiduciaries in this Will shall be applicable to any property dealt within this Article.

ARTICLE 9

Payment of Transfer and Death Taxes

I direct that all estate and inheritance taxes assessed with respect to my estate herein disposed of, or any part thereof, or on any bequest or devise contained in this my Last Will and Testament (which term wherever used herein shall include any and all codicils hereto) or on any insurance upon my life, or on any jointly owned property, or any other property, transfers or interests included in my Gross Estate (as that term is defined in Section 2031 of the Internal Revenue Code of 1986, as amended or any successor thereto), be apportioned among all probate as well as non-probate interests which are included in my Gross Estate for the purposes of calculating the taxes payable at my death. The apportionment shall be based ratably upon the values at which such interests or properties are valued in my Gross Estate as finally determined for federal estate tax purposes. However, such apportionment shall not apply to the gifts made under Article 3, above, or to any and all interests which qualify for the federal estate tax marital deduction, the federal GST exemption and/or the federal estate tax charitable deduction. So far as practicable my Personal Representative shall deduct the amount of such taxes allocable to each beneficiary from the amount distributable to such beneficiary, and shall recover from all others for the benefit of my estate their allocable parts of such taxes.

Notwithstanding the preceding paragraph of this Article, any generation-skipping transfer tax payable by reason of my death shall be charged, and the liability for the payment of such generation-skipping transfer tax shall be determined according to the law imposing such generation-skipping transfer tax.

In determining the estate tax and other transfer tax liability, and the income tax liability, related to my estate, the decision of my Personal Representative as to all available tax elections

(including but not limited to the election whether to deduct certain administration expenses for income tax or for estate tax purposes) shall be conclusive on all persons concerned. My Personal Representative shall be under no liability to any person as a result of the election made. In addition, no compensating adjustments between principal and income or in the amount of any gift under this Will shall be made as a result of any such election made by my Personal Representative, nor shall any person be entitled to a right of reimbursement with respect to the economic consequences of any such election. If my Personal Representative joins with my husband in filing income tax returns, or consents for gift tax purposes to having gifts made by either of us during my life considered as made one-half by each of us, any resulting liability shall be borne by my estate and my husband in such proportions as my Personal Representative and my husband may agree.

ARTICLE 10

Removal, Appointment and Succession of Fiduciaries

10.1 Resignation Procedure. Any Fiduciary at any time serving hereunder, whether as Personal Representative or as a Trustee of any Trust provided for in this Will, may resign at any time by written notice to another then acting Co-Fiduciary (if there is one) with respect to the Estate or the affected Trust, or, if none, to the then beneficiary or one of the then beneficiaries of the Estate or such Trust, setting forth the effective time and date of such resignation on or before such effective time.

10.2 Appointment of Successor Trustees and Co-Trustees. Any Trustee (including any substitute or successor Trustee) shall have the right at any time after qualifying as Trustee to appoint a successor Trustee to act in the place of the appointing Trustee, either immediately or in the future upon any stated contingency. Any such appointment may be changed from time to time prior to the date it becomes effective. If any initial Trustee or any such successor, for any reason, fails or ceases to act without having appointed a Trustee who succeeds the former Trustee, any remaining Trustee may appoint another Trustee to act in the former Trustee's place. In addition, the Trustee or Trustees acting at any time (acting jointly and unanimously if more than one) shall have the right to appoint one or more Co-Trustees.

10.3 Removal and Replacement of Trustee. So long as he is alive and not a disabled person, my husband shall have the right at any time to remove any then acting Trustee and appoint a successor Trustee or Trustees in such Trustee's place, if, and only if, the powers granted to such Trustee are subject to ascertainable standards as defined in Treasury Regulation § 20.2041-1(c)(2). At such time as my husband is unable to exercise any such removal and/or appointment power, such power shall be exercised by the majority vote of my children. The legal guardian for each such child who has not attained the age of twenty-five (25) (or the person who was such beneficiary's legal guardian at the time he or she attained the age of majority) shall have one vote for each such person he or she represents. A Trustee whose powers are not subject to ascertainable standards may be removed by the my husband, but any successor Trustee appointed by him may only be an individual or corporate successor trustee that is not related or subordinate to my husband within the meaning of §672(c) of the Internal Revenue Code.

10.4 Successor Trustees and Permissible Appointees. If no Trustee appointed hereunder is able to serve, such vacancy shall be filled (by appointment by the person or persons granted the power to appoint Trustees under this Will) by an individual over the age of twenty-five (25), or a corporate trust department of a national bank or trust company which has a paid in capital and surplus of no less than twenty-five million dollars (\$25,000,000). An individual who may be a beneficiary of the Trust (whether vested or contingent) shall be an eligible appointee if and only if (i) the beneficiary is to be appointed to act in the capacity of Co-Trustee with an independent Trustee or with another beneficiary/trustee who has an adverse interest to such beneficiary, or (ii) the powers to be exercised by such beneficiary as Trustee are subject to ascertainable standards as that term is defined in Treasury Regulation §20.2041-1(c)(2).

10.5 Appointment of Additional Trustees. All the Trustees of any Trust serving at any time, acting jointly, may appoint one or more individuals over age twenty-five (25) or a bank or trust company to act as an additional Trustee(s).

10.6 Delegation of Ministerial Acts. Each Fiduciary hereunder is authorized, by acknowledged instrument filed with such Fiduciary's Co-Fiduciary or Co-Fiduciaries, to delegate to such other Co-Fiduciary or Co-Fiduciaries, or any one of them, such Fiduciary's duties with

respect to general ministerial acts, specifically including the signing of checks, the execution of tax returns and the execution of instruments of contract, sale or conveyance with respect to my Estate's or a particular Trust's assets, including the opening of checking, brokerage or similar accounts. This authority to delegate ministerial duties does not permit a Fiduciary to delegate fiduciary powers, authorities or discretions conferred upon such Fiduciary under this Will, the purpose of this delegation authority being intended solely to facilitate the administration of my Estate, and any Trusts created under this Will, through the delegation of non-discretionary duties. Upon written assurance by any Fiduciary that such Fiduciary has been delegated such ministerial duties, any third parties shall accept the signature of such Fiduciary as binding upon my Estate or the affected Trust, shall not require further authorization of any other Fiduciary, and shall be indemnified and held harmless to the extent of the Estate's or such Trust's assets (as the case may be) on account of any loss, liability or expense arising out of the acceptance of the signature of any Fiduciary as the basis of any transfer, withdrawal or other transaction.

10.7 Termination of Fiduciary Powers. An outgoing Fiduciary, upon the effective date of removal, resignation, or incapacity, shall cease to have any powers or discretion hereunder. At the earliest possible date after a Fiduciary ceases for any reason to be a Fiduciary hereunder, there shall be delivered to such Fiduciary's successor or to another then acting Fiduciary hereunder all of the assets (Trust or otherwise) which were in the possession of such Fiduciary and there shall be made available to each successor Fiduciary a complete financial record and inventory of assets affected thereby. With respect to any properties thus transferred by the outgoing Fiduciary or by such Fiduciary's representative, such Fiduciary shall stand and be discharged of all further duties and obligations.

10.8 Successor Fiduciary Powers and Authority. Each successor Fiduciary, upon assumption of such position, shall have the same powers, rights, discretion, duties, and obligations as the predecessor Fiduciary. Title to the entire property (of the Trust or otherwise) shall automatically vest in any successor Fiduciary without the necessity of any conveyance. The assumption of authority by a successor Fiduciary shall not be complete until such successor executes a written acceptance of such appointment showing the authority for such succession (a copy of which shall promptly be delivered personally or sent by certified mail) to the outgoing

Fiduciary or to such Fiduciary's legal representative).

10.9 Exoneration from Liability for Acts of Prior Fiduciaries. Each successor Fiduciary shall be exempt from any liability in any way related to the prior actions or omissions of the previous Fiduciaries and each shall be entitled to accept as conclusive any accountings and statement of assets furnished by any predecessor Fiduciary.

10.10 Trustee Settlements. The Primary Beneficiary of any Trust created hereunder or, if none, any adult who is at the time (a) a beneficiary entitled to receive income distributions from any Trust created hereunder, and (b) not then serving as a Trustee, may at any time or from time to time settle any Trustee's or former Trustee's accounts and to the extent permissible by law each settlement shall be binding and conclusive upon all persons who may be interested in the Trust, whether directly or contingent, born or unborn, infant or adult. If the person herein designated with the power to consent to settlements is a disabled person, such power shall only be exercised by his or her guardian or other legal representative.

ARTICLE II

Fiduciary Provisions

11.1 Inventory; Appraisals; Bond. Except as otherwise required by law, neither my Personal Representative nor my Trustee shall be required to file any inventory or appraisal or any annual or other returns or reports to any court or to give bond in any jurisdiction, but shall make available a statement of receipts and disbursements and an investment review of the assets of the Estate or the Trust at least annually to each person then entitled to income from my Estate or any Trust.

11.2 Notice. Any notice or other instrument required or permitted to be given, made, executed, or delivered hereunder shall be in writing duly signed by (or, where permitted hereunder, on behalf of) the party or parties giving, making, or executing the same and shall be physically delivered or sent by certified or express mail (or equivalent postal or private express service) to all parties, if any, entitled thereto (when so sent, such notice or communication shall be plainly addressed to such person at such person's last known address). Any such instrument

required to be given or sent to the estate of any deceased or incapacitated person shall be physically delivered or sent, in like manner, to the personal representative (or one of the personal representatives) of such person at such representative's last known address or, if there be no such personal representative known to the sender, to the estate of such person at his or her last known address.

If any instrument is sent by mail (or express service) as provided above, the third day following the date of its receipt by the postal service (or such express service), as evidenced by a dated postal (or express) service receipt showing the addressee's name and proper address (as described above), shall be deemed to be the effective date of delivery of the notice or other communication contained in such instrument. In all other cases, the date of actual physical delivery shall be the effective date of delivery and, except as such instrument may specifically provide for a later effective date, it shall be effective for all purposes from such date.

Copies of all instruments of amendment, revocation, exercise of power, designation, release, disclaimer, etc., as well as of trustee resignation, removal, appointment, and/or acceptance, the original of which shall be attached hereto, shall, upon request, be promptly delivered or sent by mail by the Trustee receiving or initiating the same to each other then interested party (i.e., the other than Trustee or Trustees, if any, of the affected Trust or Trusts, and each present beneficiary of the affected Trust or Trusts).

11.3 Notice to Disabled Parties. If a person under a disability is a party to any legal proceeding relating in any manner to any Trust created by this Agreement, service of process upon the disabled person shall not be required if another individual, not under a disability, is a party to the proceeding and has the same interest as the disabled person.

11.4 Fiduciaries Protected. Each Fiduciary shall be fully protected for any action taken in good faith, in accordance with the advice of counsel, or in reliance thereon. No Fiduciary acting hereunder shall be responsible for the act, default or omission of any other Fiduciary, nor for the default or misconduct of any agent or attorney appointed by the Fiduciary, or any of them, except that any corporate Fiduciary shall be liable for the default or misconduct of its own agents,

officers, or employees. Each Fiduciary shall be liable only for his, her or its own willful misconduct or gross negligence.

ARTICLE 12

Fiduciary Powers

In the administration of the Estate and of any Trusts established under this Will, my Personal Representative and Trustee shall have all the powers granted by law, including but not limited to the powers granted to Personal Representatives by S. C. Code Section 62-3-715, and to Trustees by the Uniform Trustee Powers Act (S. C. Code Section 62-7-701, et. seq.), which powers shall not be revoked or reduced if said statutes should hereafter be repealed or restrictively amended. It is my intention in specifying the following powers to give broad discretion and flexibility to my Personal Representative and my Trustee. However, in no event, shall any power to be exercised or interpreted in any fashion which shall not give to my husband as the sole beneficiary of any Trust qualifying for the marital deduction the degree of beneficial enjoyment of the Trust property which principles of the law of Trusts accord to a person who is unqualifiedly designated as the life beneficiary of the Trust. Without limiting the foregoing, my Personal Representative and Trustee shall have the following powers:

- 12.1 **Determinations.** To determine what property is covered by general descriptions in this Will.
- 12.2 **Payment of Expenses.** To pay all debts and funeral and burial expenses (including the expenses of my last illness, which I direct shall be paid out of my estate) as soon as the convenience of my estate will permit and without regard to any limitation in applicable laws as to the amount of such expenses, and to pay or deliver any legacy without waiting the time prescribed by law.
- 12.3 **Investments and Reinvestments.** To invest or reinvest in such securities or other property, real or personal (whether within or without the United States), and to retain any property received by them for such periods as they determine, including specifically retention of, or investment in, assets which may be for the use of the beneficiary or beneficiaries of any such Trust, even though such asset or assets may not be of a character, or of such a percentage of the total Trust, as would otherwise be deemed proper Trust investments. I request that my Trustee honor the wishes of the Trust beneficiaries as to the disposition or retention of any

original property of the Trust, or any Trust asset which is of a personal use nature, unless the Trustee determines that such wishes are clearly in contradiction to the purposes and terms of any such Trust.

- 12.4 **Management and Holding of Assets.** To invest and reinvest all or part of the assets of my estate or of any Trust created hereunder in any common trust fund of any corporate Fiduciary; to employ a bank, trust company, or securities brokerage firm located anywhere within the United States, at the discretion of my Personal Representative or the Trustee, as the case may be, but at the expense of my estate or the Trust, as custodian or agent; to have stock and securities registered in the name of such agent or custodian or nominee thereof without designation of fiduciary capacity; and to appoint such bank, trust company, or securities brokerage firm to perform such other ministerial functions as my Fiduciary(ies) may direct. While such stock or securities are in the custody of any such bank, trust company, or securities brokerage firm, my Fiduciary(ies) shall be under no obligation to inspect or verify such stock or securities nor shall my Fiduciary(ies) be responsible for any loss by such bank, trust company, or securities brokerage firm.
- 12.5 **Consolidation and Division of Assets.** To hold and administer the assets of my estate or the Trusts created hereby in one or more consolidated funds, in whole or in part, in which any separate Trusts shall have undivided interests. Generally, and subject only to the provisions of this Will, my Fiduciary(ies) shall hold, manage, control, use, invest, reinvest and dispose of trust properties to the same extent as may a fee simple owner of such properties.
- 12.6 **Life Insurance.** To invest Trust assets in any life insurance policy or policies (including term insurance) on the life of one or more of the beneficiaries of the Trusts, or on the life of any person or persons in whom one or more of the beneficiaries of the Trusts have an insurable interest and to exercise any and all rights, powers, options and elections relating to any such policies; provided, however, that under no circumstances shall any person who is the insured under any policy of insurance owned by any Trust participate in any determination concerning the policy or its proceeds or in any manner or fashion exercise any incident of ownership (as that term is defined in Treasury Regulation §20.2042-1(c)(2)) over such policy.
- 12.7 **Borrowing.** To borrow such sums, on a secured or unsecured basis, from any source (including themselves), for such period and upon such terms as they deem necessary or convenient in the administration of my estate or of such Trust, and to secure any such loan by mortgage or pledge. No lender shall be bound to see to

or be liable for the application of the proceeds, and no Personal Representative or Trustee shall be personally liable, and each such loan shall be payable only out of assets of my estate or the Trust.

- 12.8 Lending. To lend all or any portion of the funds of any Trust created hereunder to any beneficiary, with or without security and with or without interest, to make any Trust property available as security for a loan obligation or undertaking made or to be made by any beneficiary, or to guarantee a loan to be made to, or any obligation to be assumed by, any beneficiary (notwithstanding in each case that the beneficiary may also be a Trustee), subject to those terms and conditions as the Trustee may in his discretion impose.
- 12.9 Receipts, Disbursements and Allocations. To allocate receipts and disbursements between income and principal in such manner as my Trustee (other than any beneficiary) determines, even though a particular allocation may be inconsistent with otherwise applicable state law; provided, however, that this power shall not apply to permit any allocation to income of administrative expenses to the extent that such allocation would result in a "material limitation" (as that term is used in the Federal Estate Tax Regulations under Internal Revenue Code §2055 and/or §2056) on the rights of any charitable beneficiary or of my husband with respect to any gift or Trust which qualifies for the estate tax charitable deduction or marital deduction, as the case may be; and provided further, that this power shall not apply with respect to any Trust which qualifies for the marital deduction during the life of my husband as to any allocation which would cause the trust not to qualify for the estate tax marital deduction. Upon the sale or other disposition of property which has been unproductive or underproductive of income, no part of the proceeds received shall be allocated to income, except (i) in the case of property qualifying for the marital deduction, in which case such allocation shall follow state law, and (ii) in the discretion of the Trustee (other than any beneficiary).
- 12.10 Distributions. Without the consent of any beneficiary, to make distributions (including the satisfaction of any pecuniary bequest) in cash or in specific property, real or personal, or an undivided interest, or partly in cash and partly in such property, and to do so without regard to the income tax basis of specific property allocated to any beneficiary (including any Trust) and without making pro-rata distributions of specific assets. In addition, my Personal Representative is authorized to select specific assets in funding fractional share devises and is not required to select a percentage of each specific asset.
- 12.11 Occupancy and Use. Except as may be otherwise specified elsewhere in this Will as to any specific property, my Trustee shall have the power to permit any

person having an interest in the income of any Trust created hereunder to occupy real property, or to use personal property, held by any such Trust upon such terms as my Trustee deems proper, whether rent free or for the payment of taxes, insurance, maintenance and ordinary repairs, or other expenses, or upon such terms and conditions as the Trustee determines.

12.12 Unproductive, Wasting and Personal Use Assets. In addition to the powers granted under this Article, my Trustee (other than any beneficiary) is expressly authorized to invest and reinvest the Trust funds without regard to the production of current income. The Trustee should invest and reinvest the Trust funds in assets which are expected to produce a reasonable rate of appreciation or are expected to produce substantial personal enjoyment for the Trust's beneficiaries. Such assets may include, but are not limited to, personal use real estate, personal property such as works of art and antiques, undeveloped real estate, discounted debt obligations, and remainder interests, whether such interests will produce current enjoyment and benefits or enjoyment and benefits after any term of years or the deaths of one or more individuals, which terms or deaths may not be expected to occur within the term of this Trust. HOWEVER, in reinforcing of the intent of this Will as to all fiduciary powers in general and as to this power in particular, this power is subject to the express limits imposed under this Will, that my husband may at any time require that the Trustee for a Trust established under this Will which my Fiduciaries intend to qualify for the marital deduction make any nonproductive property productive and any such dealings with, payments on, or investments in non-productive property by such Trust must give my husband the degree of beneficial enjoyment of the trust property which principles of the law of trusts accord to a person who is unqualifiedly designated as the life beneficiary of the trust.

12.13 Related Party Transactions. To sell to or purchase from, at fair market value at the time of such purchase, property of any character from any Trust I may have established during my lifetime and to retain such property so long as my Trustee hereunder may deem advisable, whether or not such property is of the class in which Trustees are authorized by law or any rule of court to invest; and to make loans to, or borrow from, any such Trust or Trusts upon such terms and conditions as the Trustee deems advisable.

12.14 Management of the Closely Held Businesses. In connection with (a) the continuation of operation of any business or investment interests owned by my husband or me prior to my death which become a part of any Trust under this Will (whether by purchase by my Trustee or bequest under the Will or otherwise), or (b) the establishment of any new business or investment, my Trustee is specifically

authorized: (i) to invest sums or additional sums in any such business even to the extent that the Trust may be invested largely or entirely in that business; (ii) to hold the interest in any form, including, but not limited to, general or limited partnership interests; and (iii) to act as or to select other persons to act as directors, officers, agents, or in other capacities with respect to the business, and to be compensated for those services (and for any other services rendered by him in respect of the operation of the business) without regard to his being a Trustee under this Agreement. Such power shall include the power to organize, either alone or jointly with others, new corporations, partnerships, limited partnerships, limited liability companies or other business entities; and generally to exercise with respect to the continuance, management, sale or liquidation of any business which my estate or any Trust may own or in which it may be financially interested, or of any new business or business interest, all the powers which I could have exercised.

12.15 Division or Combination of Trusts. In the event that the Trustee determines that it is more feasible or advisable to administer the Trust or any shares or interests created hereunder as separate trusts or shares (whether for administrative, liability, environmental, or other reasons), the Trustee shall have the power to divide any such Trust into further trusts or shares. The Trustee shall also have the power to combine any such Trust created hereunder with any other Trust, whether created by me or another person, if the terms of the trusts are substantially the same and the Trustees are the same.

12.16 Uneconomical Trusts. If at any time any Trust created hereunder has a net asset value (adjusted for inflation by the Consumer Price Index from the date of my death), as determined by the Trustee, of Fifty Thousand (\$50,000) Dollars or less, the Trustee (other than any beneficiary), in his sole and absolute discretion, if he determines that it is uneconomical to continue such Trust, may terminate such Trust and distribute the Trust Estate to the Trust's then Primary Beneficiary, or if none, to the person or persons then entitled to receive or have the benefit of the income therefrom, or to the legal representative of such person. If there is more than one income beneficiary, the Trustee shall make such distribution to such income beneficiaries in the proportion in which they are beneficiaries or if no proportion is designated, to such beneficiaries, per stirpes.

12.17 Limitations. Notwithstanding the foregoing, nothing in this Will shall be construed as permitting a beneficiary who may also be a Trustee of any Trust created hereunder to exercise any rights or powers which may be in excess of any limitations imposed by law or elsewhere in this Will upon the exercise of such powers (such as, for example, those limited by ascertainable standards, or otherwise prohibited to such Trustee).

ARTICLE 13

Definitions

13.1 Executor, Trustee, Fiduciary. Whenever the word "Executor", "Trustee", "Fiduciary", and/or "Personal Representative", or any modifying or substituted pronouns therefor are used in this my Will, such words and respective pronouns shall be held and taken to include both the singular and the plural, the masculine, feminine and neuter gender thereof, and shall apply equally to the executor, personal representative, fiduciary, or trustee named herein and to any successor or substitute executor, fiduciary, trustee or personal representative acting hereunder, and such successor or substitute shall possess all the rights, powers and duties and the authority and responsibility conferred upon my executor, fiduciary, trustee and/or personal representative originally named herein.

13.2 Children, Issue, etc. The terms "children", "issue", "descendant", or words of similar import shall include (a) legally adopted children or their issue, as the case may be, but, in the case of an adopted person, only if the adoption occurred during the adopted person's minority or reflected an earlier parent-child relationship that existed during the adopted person's minority, and (b) persons conceived before the death of such child's parent, but born thereafter.

13.3 Spouse. My "husband" shall mean the person to whom I was legally married and living with, if any, and with respect to which marriage no action for separation or dissolution had commenced at the time of my death. The term "spouse", when referring to any beneficiary, shall mean the person, if any, to whom such beneficiary is legally married and living with and with respect to which marriage no action for separation or dissolution has commenced, at the time any distribution is to be made to the beneficiary's spouse hereunder, or at the time any other transaction or matter involving the beneficiary's spouse is to be effected hereunder, or, as to transactions or other matters occurring at or after the beneficiary's death, to whom such beneficiary was legally married and living with and with respect to which marriage no action for separation or dissolution had commenced at the time of the beneficiary's death.

13.4 "Per Stirpes". The phrase "per stirpes" as used herein is used as it was

defined under South Carolina law prior to the adoption of the South Carolina Probate Code on July 1, 1987. Thus, the term "per stirpes" as used herein is intended to describe the division of shares at each generation regardless of whether there is surviving issue representing that generation. The term "per stirpes" with reference to the issue of any individual shall mean that the stock begins with the children of such individual and that no distribution at any generational level shall be "per capita". If no issue representing a generation are surviving, the number of shares for that generation shall equal the number of predeceased issue of that generation leaving surviving issue. If issue representing a generation are surviving, the number of shares for that generation shall equal the number of issue of that generation surviving, plus the number of predeceased issue of that generation leaving surviving issue.

ARTICLE 14

Spendthrift Provisions

With the exception of any powers or discretions which may be exercised by a beneficiary solely in a fiduciary capacity, no beneficiary of any Trust created herein shall have the right, power, or authority to sell, assign, pledge, mortgage, anticipate, or in any manner encumber, alienate, or impair all or any part of his or her interest in such Trust or in the principal or income of such Trust. The beneficial and legal interest in, and the principal and income of, any such Trust and every part thereof shall be free from the interference or control of any creditor of any beneficiary of this Trust and shall not be subject to the claims of any such creditor nor liable to attachment, execution, bankruptcy, or any other process of law.

ARTICLE 15

Termination of Trusts

Notwithstanding any other provision of this Will to the contrary, each Trust established hereunder shall terminate not later than twenty-one (21) years after the death of the survivor of my husband and my issue who are living (or in being) at the time of my death.

ARTICLE 16

Fiduciary Limitations

16.1 Limitations on Tax Sensitive Powers. No particular Trustee or other Fiduciary

shall possess, or participate in the exercise of, any power given the Fiduciary by this Will or by law to make any determination with respect to:

16.1.1 Legal Obligations. Any payment or application which would discharge any legal obligation of such particular Fiduciary personally; or

16.1.2 §2041(b)(1)(A) Powers - Power of Appointment Limitations. Any power to consume, invade or appropriate property for the benefit of, such particular Fiduciary personally (neither the preceding portion of this paragraph nor any otherwise applicable rule of law shall limit such particular Fiduciary's possession or participation in the exercise of any power (or severable portion thereof) granted in this Will to such Fiduciary personally to consume, invade or appropriate property for the benefit of such Fiduciary which is limited by an ascertainable standard relating to the health, education, support or maintenance of such Fiduciary personally); or

16.1.3 §25.2511-1(g)(2) Powers - Taxable Gift Limitations. Any transfer of, or power to transfer, property to or for the benefit of another person, if such Fiduciary personally has any beneficial interest in the property subject to the determination (neither this subparagraph nor any otherwise applicable rule of law shall limit such particular Fiduciary's possession or participation in the exercise of any fiduciary power (or severable portion thereof) granted in this Will to such Fiduciary to make any payment to, or expenditure for the benefit of such other person, the exercise or non-exercise of which is limited by a reasonable fixed or ascertainable standard which is set forth in this Will).

16.2 Additional Fiduciary Limitations. All powers given to the Trustee and other Fiduciaries in this Will are exercisable only in a fiduciary capacity. Notwithstanding any other provisions of this Will, no Fiduciary who is a beneficiary hereunder or who is obligated to support a beneficiary hereunder shall ever participate in (i) the exercise of, or decision not to exercise, any discretion over payments, distributions, applications, appointments or accumulations of income or principal by the Fiduciary(ies), (ii) the exercise of discretion to allocate receipts or expenses between principal and income, (iii) the exercise of any discretion with respect to an insurance

policy held hereunder, (iv) holding property as custodian for a minor or as donee of a power during minority, or selecting any such custodian or donee, (v) decisions to exercise tax options, (vi) any decision to retain or invest in unproductive or underproductive property (which does not produce an appropriate value in beneficial use for the appropriate beneficiary in lieu of income), or (vii) the exercise of any power to amend or affect beneficiaries' powers of withdrawal over additions, which may be in excess of the limitations imposed by the preceding section of this Article, nor may such Fiduciary remove and replace any Fiduciary with any other Fiduciary who is a related or subordinate party to such removing Fiduciary within the meaning of §672(c) of the Internal Revenue Code unless (a) the Fiduciary being appointed has a substantial adverse interest to the appointing Fiduciary or (b) the powers of the Fiduciary being replaced are subject to the limitations contained in the preceding section of this Article. In the event that there arises a need to exercise a discretion or power which all of the then acting Fiduciaries are prohibited from exercising, that discretion or power may be exercised by a Special or an Independent Trustee or Fiduciary, after being duly appointed as such, by a court having jurisdiction over the Trust's administration.

ARTICLE 17

Spouse Deemed to Survive

If my husband, Bayard Scott Pickett, and I die simultaneously or under circumstances so that the order of our deaths cannot be established by proof, he shall be deemed for purposes of this Will to have survived me.

ARTICLE 18

Jurisdiction, Governing Law and Trust Removal

18.1 Jurisdiction and Governing Law. Except as provided in the next section of this Article, all questions pertaining to the construction, validity and effect of this Will and any Trusts hereby created shall be determined in accordance with the laws of the State of SOUTH CAROLINA.

18.2 Trust Removal. The Trustee of any Trust created under this Will may at any time and from time to time (i) declare that the construction and effect of all or any portion of the

Trust shall from that date be determined in accordance with the law of a different jurisdiction; provided, the designated jurisdiction must be a jurisdiction (a) where a portion of the Trust property or its indicia is located or is to be removed and (b) under the laws of which the Trust (or the portion of the Trust) would not be invalid or revocable, (ii) change the situs of the Trust, and (iii) pay or transfer the whole or any part of the Trust's income and principal to the Trustee or Trustees for the time being of any irrevocable Trust with the same or similar provisions under which the beneficiary or beneficiaries of the Trust under this Will (and no other person or persons) are the beneficiary or beneficiaries to be held by the Trustee or those Trustees as an addition to the property held in that Trust (freed and discharged from the trusts, powers and provisions of this Will) whether or not the Trustee or Trustees of that Trust are domiciled or resident in SOUTH CAROLINA or the United States (or in such other place to which this Trust shall have been previously removed), or whether or not the Trust is governed by the laws of SOUTH CAROLINA or the United States (or by such other place to which this Trust shall have been previously removed), and the receipt of such Trustee or Trustees shall constitute full discharge of the Trustee.

ARTICLE 19

Headings

The article and section headings used in this Last Will and Testament are for convenience only and are not to be considered as part of this Last Will and Testament.

EXECUTION

IN WITNESS WHEREOF, I, VERONIQUE H. W. PICKETT, the Testatrix, sign my name to this instrument this 31 day of March, 1999, and being first duly sworn, do hereby declare to the undersigned authority that I sign and execute this instrument as my Last Will and that I sign it willingly, that I execute it as my free and voluntary act for the purposes therein expressed, and that I am eighteen years of age or older, of sound mind, and under no constraint or undue influence.

Veronique H. W. Pickett (SEAL)
VERONIQUE H. W. PICKETT

We, Edward G. Bennett and Brenda F. Nelson, the witnesses, sign our names to this instrument, and at least one of us, being first duly sworn, does hereby declare generally and to the undersigned authority that the Testatrix signs and executes this instrument as her Last Will and that she signs it willingly and that each of us, in the presence and hearing of the Testatrix, hereby signs this Will as witness to the Testatrix' signing, and that to the best of our knowledge the Testatrix is eighteen years of age or older, of sound mind, and under no constraint or undue influence.

Edward G. Bennett
Brenda F. Nelson

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

Subscribed, sworn to and acknowledged before me by VERONIQUE H. W. PICKETT the
Testatrix and subscribed and sworn to before me by Edward G. Bennett witness,
this 3/4 day of March, 1999.

Brinda T. Nelson (SEAL)
Notary Public for South Carolina
My commission expires: 10-20-2005

3/4/99

STATE OF SOUTH CAROLINA 19 MAR - 3:15 PM IN THE PROBATE COURT
COUNTY OF CHARLESTON

IN RE: ESTATE OF VERONIQUE H. W. PICKETT

CASE NO.: 2019 - ES10 -

FAMILY SETTLEMENT AGREEMENT

THIS AGREEMENT ("Agreement") is effective February 21, 2019, by and among Bayard Scott Pickett, Jr. (also known as Bayard S. Pickett, Jr.), Laura V. Jones and Kathleen Elizabeth Anderson, all three being beneficiaries of the testamentary trust under the Last Will and Testament of Veronique H. W. Pickett dated March 31, 1999 (the "Will"), as well as being all intestate heirs (the "Heirs") of Veronique H. W. Pickett who died on December 18, 2018. Also joining as a party to this Agreement is Bayard S. Pickett, Jr. as Trustee and Laura V. Jones as Trustee under Article 7 of the Will (which trusts are the beneficiaries under the Decedent's Will). Bayard S. Pickett, Jr. is also the person designated to serve as Personal Representative under the Will. All of the above named persons are hereinafter collectively referred to as the "Parties".

RECITALS

1. Veronique H. W. Pickett (the "Decedent"), who died on December 18, 2018, was domiciled in Virginia Beach, Virginia but owned real property in Charleston County, South Carolina.
2. On March 31, 1999, the Decedent signed her final Last Will and Testament. The Decedent signed the Will in the presence of both Edward G.R. Bennett and Brenda F. Nelson as the witnesses, and Brenda F. Nelson as Notary Public. The original Will was subsequently given to the Decedent for safekeeping.
3. The Decedent's husband, Bayard Scott Pickett, died on December 19, 2009, as will more fully appear in the Probate Court for Charleston County, South Carolina, Case No. 2010-ES10-138. The Last Will and Testament of Veronique H. W. Pickett dated March 31, 1999 and the Last Will and Testament of Bayard Scott Pickett dated March 31, 1999 are mutual Wills with reciprocal provisions.

4. The Decedent's original Will cannot be located despite a diligent search by the designated Personal Representative. Veronique H. W. Pickett was suffering from dementia when she was moved from Charleston, SC to Virginia Beach, VA after her husband's death to be in close proximity to her family. It is believed that the original Will was lost in the move by someone other than the Decedent.
5. Edward G.R. Bennett, Esq., an attorney with Evans Carter Kunes & Bennett PA, has retained a conformed photocopy of the Will. The persons (i.e. the Heirs) who would inherit the Decedent's entire probate estate if the Decedent were found to have died intestate do not believe that the Decedent revoked her Last Will and Testament dated March 31, 1999 prior to her death, and assert the Decedent believed her Will was effective at the time of her death, despite the fact they have been unable to locate the original document.
6. The South Carolina Probate Code provides, in part, in Part 11 of Article 3 of Title 62 as follows in Section 62-3-1101:

"A compromise of a controversy as to admission to probate of an instrument offered for formal probate as the will of a decedent, the construction, validity, or effect of a probated will, the rights or interests in the estate of the decedent, of a successor, or the administration of the estate, if approved by the court after hearing, is binding on all the parties including those unborn, unascertained, or who could not be located."

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises, the Parties agree as follows:

1. The Recitals set forth above are incorporated into this Agreement and made a part hereof.
2. The attached photocopy of the Decedent's Last Will and Testament dated March 31, 1999 is the Decedent's final Last Will and Testament, which should be accepted by the Charleston County Probate Court as such; and

3. The Parties, who represent all Interested Persons within the meaning of Part 11 of Article 3 of Title 62, agree to waive the Hearing described in S.C. Code Section 62-3-1102, and hereby request that the Court accept their signatures below as a waiver of their rights to notice of this Agreement and of a Hearing regarding the approval of this Agreement.

The Remainder Of This Page Was Left Intentionally Blank

Witnesses:

Bayard Scott Pickett Jr.

Bayard Scott Pickett, Jr. a/k/a Bayard S.
Pickett, Jr., son of Decedent

Laura V. Jones

Laura V. Jones, granddaughter of Decedent

Kathleen E. Anderson

Kathleen Elizabeth Anderson, granddaughter
of Decedent

AGREED:

Designated Personal Representative and
Trustee under the Last Will and Testament of
Veronique H. W. Pickett dated March 31,
1999

Bayard S. Pickett Jr.

Bayard S. Pickett, Jr.

Designated Trustee under the Last Will and
Testament of Veronique H. W. Pickett dated
March 31, 1999

Laura V. Jones

Laura V. Jones

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

IN THE MATTER OF:
VERONIQUE W. PICKETT
(Decedent)

)
)
)
)
)

IN THE PROBATE COURT
CERTIFICATE OF APPOINTMENT

CASE NUMBER: 2019ES1000394-2

This is to certify that
BAYARD S. PICKETT, JR.

is/are the duly qualified

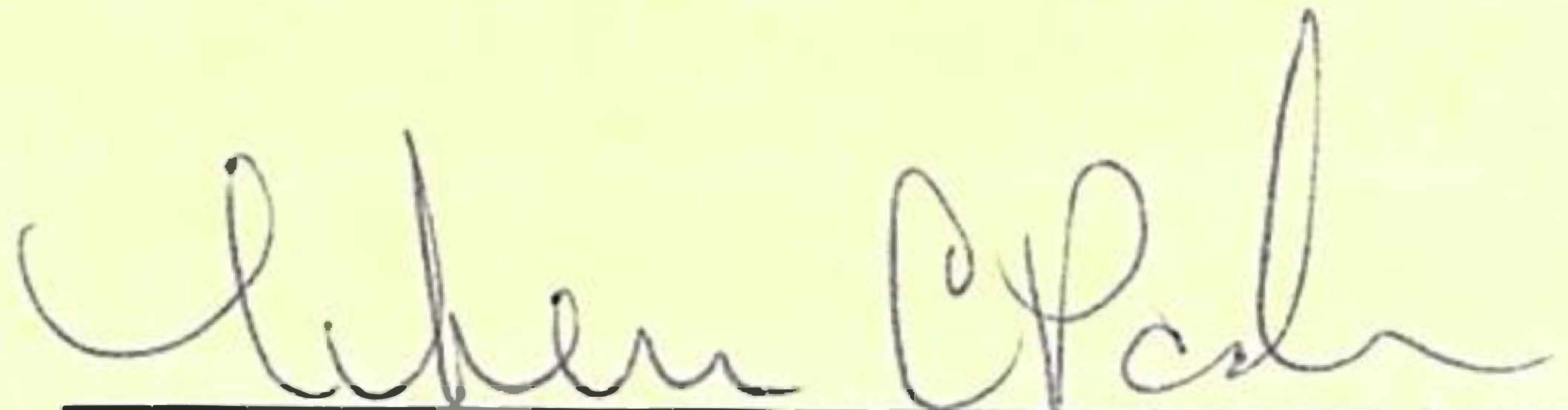
- ☒ PERSONAL REPRESENTATIVE
☐ SUCCESSOR PERSONAL REPRESENTATIVE
☐ SPECIAL ADMINISTRATOR

In the above matter and that this appointment, having been executed on the 11th
day of March, 2019 is now in full force and effect.

RESTRICTIONS:

NONE

Executed this 29th day of March, 2019.



IRVIN G. CONDON, JUDGE OF PROBATE
BY ESTATE CLERK

**Do not accept a copy of this certificate without
the raised seal of the Probate Court.**

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

THE ESTATE OF
VERONIQUE W. PICKETT

EX PARTE:

IRVIN G. CONDON
JUDGE OF PROBATE

IN THE PROBATE COURT
CASE #2019ES1000394

ORDER

Pursuant to the authority granted unto this Probate Court by and in Probate Court Rule 4, as adopted and made effective by the Supreme Court on March 8, 1983, and upon and after due and appropriate compliance with the purport and purview of Law and Statute herein and hereto relevant and appertaining, the above captioned Case and/or Cause is closed and final discharge entered, with leave to restore upon good cause being shown provided that the subject Fiduciary shall be and is fully responsible and liable to the full extent of Law for any and all acts and doings, commissions and/or omissions, prior to the date hereof; but this Order does not alter or release any and all liabilities on and under said Bond prior to the date hereof.

GIVEN under the Hand and Seal of this Probate Court at Charleston, South Carolina, effective the 19 Day of January, 2022.



(SEAL)

**IRVIN G. CONDON, JUDGE OF PROBATE
TAMARA C. CURRY, ASSOCIATE JUDGE OF PROBATE
LENNA S. KIRCHNER, ASSOCIATE JUDGE OF PROBATE
PETER A. KOUTEN, ASSOCIATE JUDGE OF PROBATE
OF AND FOR THE COUNTY OF CHARLESTON,
STATE OF SOUTH CAROLINA**

STATE OF SOUTH CAROLINA

COUNTY OF: CHARLESTON

IN THE MATTER OF:
VERONIQUE W. PICKETT
(Decedent)

IN THE PROBATE COURT

**APPLICATION/*PETITION FOR
SUBSEQUENT ADMINISTRATION**

CASE NUMBER: 2019-ES-10-00394

***ONLY COMPLETE THIS SECTION IF FILING
PETITION FOR SUBSEQUENT ADMINISTRATION**

*BAYARD SCOTT PICKETT
Petitioner(s)

vs.

*THE ESTATE OF VERONIQUE W. PICKETT
Respondent(s)

EZ FILING

PROBATE COURT

CHARLESTON COUNTY, SOUTH CAROLINA

2019ES1000394

5/19/2023 11:12AM

☒ **INFORMAL**

☐ ***FORMAL**

The undersigned states as follows:

1. Subsequent administration of the above Estate is needed because:

☐ The following additional property in the above estate has been discovered. A description of the property and its approximate value at the date of Decedent's death is:

☒ Other reason: LITIGATION AGAINST THE ESTATE HAS SETTLED.

2. ☒ I served as Personal Representative under the previous administration and fiduciary bond requirement:

- ☒ was waived by Decedent's Will
- ☐ was waived pursuant to the filing of Waivers of Bond
- ☐ was waived by the Court
- ☐ was required and an appropriate bond is attached

☐ I did not serve as Personal Representative under the previous administration; my priority for this appointment is:

- ☐ named as Primary Personal Representative in Will
- ☐ named as Alternate Personal Representative in Will
- ☐ nominee of above Primary Personal Representative in Will
- ☐ nominee of above Alternate Personal Representative in Will
- ☐ surviving spouse of Decedent who is devisee of Decedent or nominee of said spouse
- ☐ other devisee of Decedent (describe): _____ or nominee of said devisee
- ☐ surviving spouse of Decedent or nominee of said spouse
- ☐ other heir of Decedent (describe): _____
- ☐ creditor (Forty-five (45) days after death must have passed) or nominee of creditor; written statement of claim, Form 371ES, is attached
- ☐ other (describe): _____

***NOTE: IF THIS IS A FORMAL PROCEEDING, IN ADDITION TO A PETITION, YOU
MUST ALSO FILE
A SUMMONS (FORM SCCA 401PC) AND PAY THE STATUTORY FILING FEE OF**

\$150.00.

A HEARING IN THE PROBATE COURT ON THE PETITION MAY BE REQUIRED.

VERIFICATION

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

SWORN to before me this 18TH day
of MAY, 2023

Notary Public for South Carolina

My Commission Expires: 06/20/2024

Signature: Scott Pickett

Print Name: BAYARD SCOTT PICKETT, JR.

Address: 4616 THOROUGHGOOD DRIVE
VIRGINIA BEACH, VA 23455

Telephone (Work):

(Home):

(Cell): (757) 718-6500

Email: BAYARDSPICKETTJRINC@GMAIL.COM

Relationship to Decedent/Estate: SON

ORDER FOR HEARING

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

DATE: _____

TIME: _____

PLACE: _____

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

Executed this _____ day of _____, 20____.

_____, Probate Court Judge

ORDER FOR SUBSEQUENT ADMINISTRATION

IT IS HEREBY ORDERED that _____ be appointed Personal Representative to administer property not previously administered as indicated in the above application/petition.

- ☐ Bond previously waived
☐ Previous bond waivers on file
☐ Other: _____

Executed this _____ day of _____, 20____.

_____, Probate Court Judge

QUALIFICATION AND STATEMENT OF ACCEPTANCE

I accept this appointment and agree to perform the duties and discharge the trust of the office of Personal Representative of this estate and to submit to the Court's jurisdiction in this matter.

Signature: Scott Pickett
Print Name: BAYARD SCOTT PICKETT, JR.
Address: 4616 THOROUGHGOOD DRIVE
VIRGINIA BEACH, VA 23455
Telephone (Work): _____
(Home): _____
(Cell): (757) 718-6500
Email: BAYARDSPICKETTJRINC@GMAIL.COM

Attorney: PAUL B. FERRARA, III
Address: 8887 OLD UNIVERSITY BLVD.
NORTH CHARLESTON, SC 29406
Telephone: (843) 569-5511
Email: PAUL@FERRARALAWFIRM.NET

STATE OF SOUTH CAROLINA)
)
 COUNTY OF CHARLESTON)
)
 IN RE: ESTATE OF)
 VERONIQUE H.W. PICKETT)
)
 BAYARD SCOTT PICKETT, JR.)
)
)
 Petitioner,)
)
)
 v.)
)
 THE ESTATE OF VERONIQUE W.)
 PICKETT,)
)
)
 Respondent.)
 _____)

IN THE PROBATE COURT

CASE: 2019-ES-10-00394

EZ FILING
 PROBATE COURT
 CHARLESTON COUNTY, SOUTH CAROLINA
 2019ES1000394
 5/31/2023 9:33 AM

FILED

MAR 12 2024

JULIE J. ARMSTRONG
 CLERK, C.P. & G.S.

OBJECTION TO THE APPOINTMENT OF PETITIONER
AS PERSONAL REPRESENTATIVE

This matter is before the Court on the Application for Subsequent Administration filed by Petitioner on or about May 19, 2023. This objection to Petitioner's appointment as Personal Representative is being submitted by Laura V. Jones, Individually and as Trustee of the Laura V. Jones Trust ("Jones Trust") as established under the Will of Veronique H.W. Pickett dated March 31, 1999 (the "Will"). The Jones Trust is a devisee under the Will of the Decedent which was admitted to probate on or about March 11, 2019, by this Court. As set forth more fully herein, the grounds for this Objection are:

- 1) Petitioner has exhibited a persistent neglect of fiduciary duties, leading to the Court's prior Rule 4 closing of this Estate;
- 2) Petitioner has misappropriated, and at a minimum, negligently administered, over \$1.76 mm in cash and over \$100,000 worth of personal property that rightfully belongs to this Estate and its devisees;

- 3) Petitioner has repeatedly refused to provide information or documentation to Devises despite many requests for the same; and
- 4) Petitioner is liable to the Estate and its Devises for damages resulting from his negligence and/or willful misconduct and is therefore not fit to serve as Personal Representative.

Mrs. Jones and the Jones Trust respectfully allege and would show unto this Honorable Court as follows:

1. The Decedent passed away on December 18, 2018. She was predeceased by her husband, Bayard Scott Pickett, Sr.

2. She was survived by her son, Petitioner, and her two granddaughters, Laura V. Jones and Kathleen Elizabeth Anderson. Decedent's daughter, and the mother of Jones and Anderson passed away on December 24, 2003, predeceasing the Decedent.

3. Petitioner filed an Application for Informal Probate of Will and Appointment as Personal Representative on or about March 1, 2019. Without objection, the Will of Veronique H.W. Pickett dated March 31, 1999 (the "Will") was admitted to probate (Will is attached as **Exhibit 1**). On May 11, 2019, Petitioner was appointed Personal Representative of the Estate.

4. Upon information as belief¹, the Estate's largest asset was the Decedent's 50% interest in two pieces of real property in Mount Pleasant, SC. Specifically, 213 King Street and 215 King Street (collectively, the "Mt. Pleasant Property").

5. Decedent's Will instructed that her probate estate, to include the Mt. Pleasant Property, be distributed to the following trusts (created by her Will) as follows:

¹ Due to Petitioner's failure to ever file an Inventory and Appraisal, the true contents of the Decedent's probate estate remain unknown and at this point in time, may never be fully ascertained.

50%: Bayard Scott Pickett, Jr., Trust as established under the Will of Veronique H.W. Pickett dated March 31, 1999

25%: Laura V. Jones Trust as established under the Will of Veronique H.W. Pickett dated March 31, 1999

25%: Kathleen E. Anderson Trust as established under the Will of Veronique H.W. Pickett dated March 31, 1999

See Will, § 5.4, Art. 6.

6. Although Decedent's Will dictated that the Mt. Pleasant Property be distributed as set forth above, Petitioner took no action to administer this Estate for over a year. The Mt. Pleasant Property was leased and earning income during this time period, but that income has never been accounted for.

7. The Decedent's Will, § 3.3, further provided that her personal property be distributed, per stirpes, to her issue in trust. No personal property has ever been accounted for or distributed.

8. At some point in the late summer/early fall of 2020, Petitioner entered into a contract to sell the Mt. Pleasant Property for \$4,000,000.

9. By Deed of Distribution executed on September 14, 2020, and filed with this Court on November 2, 2020, Petitioner distributed the Estate's interest in the Mt. Pleasant Property to the three trusts created by Decedent's Will. A copy of the Deed of Distribution is attached as **Exhibit 2**.

10. Given that the Estate's 50% interest in the Mt. Pleasant Property had been distributed, the "Sellers" of that 50% interest were the three trusts created by Decedent's Will and those three trusts should have received their respective share of the proceeds. That did not happen.

11. It is believed that the sale of the Mt. Pleasant Property closed on September 14, 2020 (which was the same day Petitioner executed the Deed of Distribution). Despite Mrs. Jones'

attorney's requests that the proceeds be held in escrow to determine the proper distribution of the same, it is believed that Petitioner or someone acting on his behalf instructed the escrow attorney to distribute the proceeds, in excess of \$1,760,000, that should have gone to the three trusts created under the Decedent's Will to him. It is unknown where Petitioner took these proceeds or in what capacity he has represented to others that he holds these proceeds (i.e., whether they are in a fiduciary/ estate / trust account). It is also unknown whether these proceeds are appropriately invested or if they have even been earning any interest at all in the past three years.

12. Of the approximate \$440,000 of those proceeds (25%) that should have been distributed to the Jones Trust, Petitioner has distributed only \$130,000.

13. Petitioner and his attorney have systematically refused Mrs. Jones' requests for information. In advance of the pending real estate transaction, Mrs. Jones' former attorney wrote to Petitioner's attorney to request various information, including an accounting. See 8/12/20 letter to Ferrara, attached as **Exhibit 3**. Upon information and belief, none of the requested information was provided.

14. On September 9, 2020, Mrs. Jones spoke with Petitioner and requested information about the sale and about what Petitioner intended to do with the proceeds. Petitioner initially became irate with Mrs. Jones, his niece, but ultimately agreed to have his attorney send Mrs. Jones all financial records from 2010 forward. This never happened.

15. On September 17, 2020, Mrs. Jones' former attorney sent an email to the buyer's closing attorney (see 9/17/20 EM to Hellman Yates, **Exhibit 4**), as well as to Petitioner's attorney (see 9/17/20 EM to Ferrara, **Exhibit 5**), pleading that the proceeds from the sale be held in escrow until outstanding issues and concerns were resolved. The latter email stated:

My clients request that all sale proceeds remain in escrow until we can work through both the tax and estate issues before any funds are automatically

distributed. We have grave concerns that the documents you have quickly forced down my client's backs reflect grave errors in how the sale proceeds are distributed to the beneficiaries.

What is more, your short sighted consideration of the tax ramifications of this closing in electing to at the twelve hour confer with a CPA gives us the logical impression that you do not know what you are doing at the most, or are inattentive at the very least.

I want confirmation from you and from the escrow attorney that all funds will be held in escrow until we can work through the estate and tax issues. I would recommend that we sign an escrow agreement to allow us the proper amount of time. I have advised my clients not to sign any estate related distribution documents until we are all on the same page.

See Exhibit 5.

16. In response, Petitioner's attorney replied: "I suspect you do not realize what type of client you are dealing with. I fully understand what I am doing." **See Exhibit 5.** At one point, Mrs. Jones was even told that, because her attorney was not licensed in South Carolina, Petitioner had no obligation to provide the requested information or take the requested steps to preserve the proceeds of the sale.

17. Petitioner continued to ignore and refuse Mrs. Jones' requests for information concerning the property sale, the location of the proceeds, the nature of any disbursements from the proceeds, and an explanation as to why the proceeds belonging to her trust, the Jones Trust, and her sister Kathleen's Trust (of which Mrs. Jones is Trustee), had not been distributed. Nearly six months following the sale of the property, Mrs. Jones again requested this information and, again, that request was ignored. *See* 3/18/21 email to Ferrara, attached as **Exhibit 6.**

18. Not having received any information or documentation from Petitioner, Mrs. Jones was again forced to retain counsel. By letter dated March 23, 2023 (attached as **Exhibit 7**), the undersigned renewed the requests for information and also set forth various concerns and questions

concerning Petitioner's actions and omissions in his fiduciary capacities. Despite representations that documentation would be forthcoming, nothing – not a single bank statement to even show the existence/balance of the \$1.76mm – has been received. In fact, it was only by chance that Mrs. Jones learned of Petitioner's Application for Appointment, as neither she nor the undersigned were notified by Petitioner that it had been filed.

19. The only excuse / explanation that Mrs. Jones has ever received from Petitioner or his attorney was that there was pending litigation² that prevented the distribution of the proceeds. However, the litigation, filed by a former tenant of the Mt. Pleasant Property, did not name this Estate or the trusts created under Decedent's Will as defendants. Moreover, the amount in controversy would not justify the withholding of such a large amount of money and also did not prevent Petitioner from otherwise administering the Estate and accounting for the Decedent's personal property or distributing the same. Finally, upon information and belief, there was insurance coverage that provided the defense and paid the settlement. Petitioner and his wife were named as defendants in their individual capacities in this lawsuit and it remains to be determined if any of their costs or fees were paid out of the proceeds that Petitioner has refused to distribute.

20. Petitioner has demonstrated that he is not fit to serve in any fiduciary capacity.

² *Duke R. Highfield v. Bridgepoint Property Management, LLC, Brantley Jaco, Scott Pickett, Pamela Pickett, Scotty Pickett, and the Pickett Bayard Scott Trust*, C/A No. 2019-CP-10-06634 (Chas. Cty. Ct. Common Pleas). Of note, the Bayard Scott Pickett, Sr., Trust, established by the will of the Decedent's husband, owned the other 50% interest in the Mt. Pleasant Property. Pursuant to his will, that 50% interest was to be divided amongst Mrs. Jones, her sister, and Petitioner in trust, per stirpes, upon the Decedent's death (which occurred on 12/18/18). Petitioner, who was Trustee of the Bayard Scott Pickett, Sr., Trust, failed to distribute those interests to the sub-trusts until the day of the closing (9/14/20), and has never accounted for the lease income received in the interim. However, the proceeds from those interests in the Mt. Pleasant Property (originating from Bayard Scott Pickett, Sr.) were appropriately distributed at the closing. An unsigned copy of the closing statement, showing the distribution of proceeds, is attached as **Exhibit 8** (Mrs. Jones has requested signed copies of the closing documents but has not received them).

21. Concerning Petitioner's previous administration of this Estate, by letter dated June 21, 2019, this Court notified Petitioner that the Estate's Inventory and Appraisement was overdue and demanded that it be filed within twenty days. Petitioner did not comply. By letter dated September 21, 2020, this Court again demanded that the Inventory and Appraisement, as well as a number of other documents required to administer and close the Estate, be filed within 20 days. Finally, on March 25, 2021, this Court sent a final demand that Petitioner file the required documentation, including, a Final Accounting and Proposal for Distribution. Petitioner again failed to comply.

22. The Court subsequently issued a Rule to Show Cause and, ultimately, closed the Estate by Order dated January 19, 2022 (attached as **Exhibit 9**). This Order specifically states that "[Petitioner] shall be and is fully responsible and liable to the full extent of Law for any and all acts and doings, commissions and/or omissions...".

WHEREFORE, Laura V. Jones, Individually and as Trustee of the Laura V. Jones Trust as established under the Will of Veronique H.W. Pickett dated March 31, 1999, prays that Petitioner's Application for Appointment as Personal Representative be denied; that the Court appoint an impartial fiduciary/ special administrator to administer the Estate and conduct a full accounting to include a determination of whether any disbursements by Petitioner were improper; that the Court award Mrs. Jones attorneys' fees and costs against Petitioner, individually, pursuant to S.C. Code Ann. § 62-1-111; and that the Court award such further equitable and legal relief as the Court deems just and proper.

[SIGNATURE ON FOLLOWING PAGE]

SAXTON & STUMP

/s/ Elizabeth J. Palmer
Elizabeth J. Palmer, Esquire
151 Meeting Street, Suite 400
Charleston, South Carolina 29401
(843) 414-5080
ep@saxtonstump.com

Attorney for Laura V. Jones,
Individually and as Trustee of the Laura
V. Jones Trust as established under the
Will of Veronique H.W. Pickett dated
March 31, 1999

Charleston, South Carolina
May 31, 2023

My husband is Bayard Scott Pickett and my children are Veronique W. P. Anderson and Bayard Scott Pickett, Jr.

ARTICLE I

Appointment of Fiduciaries

I appoint my husband, Bayard Scott Pickett, as my Personal Representative and as Trustee of the Trust created under Article 5. If my husband should fail to qualify or cease to act, I appoint my children, Veronique W. P. Anderson and Bayard S. Pickett, Jr., acting jointly, or the survivor solely, as Personal Representative or Trustee, or both, as the case may be.

1.1 **Ancillary Administration.** If my Personal Representative or Trustee is not permitted to act as my Personal Representative or as my Trustee, as the case may be, in a jurisdiction, they shall select an individual or entity to serve in such capacity in that jurisdiction, shall determine the compensation to be paid to such fiduciary, and shall delegate to such fiduciary any and all powers and discretion granted herein. I authorize my Personal Representative or my Trustee, as the case may be, in such jurisdiction to employ a person or entity, without designation of fiduciary capacity, as custodian or agent, to acquire, hold, register, or dispose of property in his, her or its name or the name of his, her or its nominee, to prepare accounts and tax returns, and to perform such other functions as may be required, and to pay out of income and, if insufficient, out of principal, the charges and expenses arising therefrom.

ARTICLE 2

Payment of Enforceable Claims

Except as may specifically be provided otherwise in this Will, I direct that all of my legally enforceable debts of a current nature, expenses incurred in the administration of my estate, and funeral and burial expenses (including the expenses of my last illness), including the cost of a suitable memorial, be paid out of my residuary estate. With respect to long term notes and debts secured by mortgages on or security interests in specific property, my Personal Representative, during the administration of my estate, shall pay such installments as they come due out of my residuary estate, and any such property shall be distributed by my Personal Representative subject to such debt. My Personal Representative may continue, renew, and/or refinance any indebtedness upon such terms and with such security for its repayment as he deems advisable.

ARTICLE 3

Gift of Personal Property

3.1 Disposition by Memorandum. I may leave with this, my Last Will and Testament, a list in my handwriting, or signed by me, directing the distribution of specific items of personal property to named individuals as specified in said list. If no such written list is found or identified by my Personal Representative within ninety (90) days after my Personal Representative's qualification, it shall be conclusively presumed that there is no such list and any subsequently discovered list shall be ineffective. It is my direction that my Personal Representative follow my instructions as specified in any such list in the distribution of said articles of personal property.

3.2 Conflicts. Should there be a conflict as to the disposition of any specific item or article between any memorandum I have left and a specific gift of such property under this Will, I direct that the list or memorandum which I may have left shall control such disposition over any specific gift provisions of this Will.

3.3 Remaining Personal Property. I give, devise and bequeath all tangible personal property not effectively disposed of by memorandum or by specific gift under this Will, including furniture, furnishings, silver, books and pictures (but not including securities, cash on

hand or on deposit, and other personal property relating to investments) which I may own at my death, and all policies of insurance relating to such property, to my beloved husband, Bayard Scott Pickett, if he survives me. If he does not survive me, I give, devise and bequeath such tangible personal property, per stirpes, to such of my issue as shall survive me, to be divided among them in such manner as they shall agree, or failing agreement for any reason whatsoever, then in such manner as my Personal Representative shall determine. If neither my husband nor any of my issue survive me, said property shall become part of my residuary estate.

3.4 **Packing and Shipping Expenses.** I direct that all costs and expenses, including the expense of packing, shipping, insuring and transporting, incurred by the delivery of the bequests made in this Article shall be borne by my Personal Representative as an expense of administration and shall not be charged against any of said devises.

ARTICLE 4

Exercise of Powers of Appointment

I do not intend by this Will to exercise any power of appointment.

ARTICLE 5

Gift of Credit Shelter Amount in Trust

5.1 **Creation of the Trust.** If my husband, Bayard Scott Pickett, survives me, I give to my Trustee such fractional share of all the rest, residue and remainder of my estate (my "residuary estate") (the "Credit Shelter Amount") as is equal to the largest amount that can pass under this Will free of Federal estate tax by reason of the Federal unified credit and the state death tax credit (provided the use of this credit does not require an increase in the state death taxes paid) allowable to my estate (under the Internal Revenue Code then in effect). The Credit Shelter Amount shall be computed after taking account of (i) my prior adjusted taxable gifts and any reduction in them pursuant to Treasury Regulation §25.2701-5, (ii) taxable gifts under previous Articles of this Will, (iii) property passing outside of this Will but includable in my estate which does not qualify for the marital or charitable deduction, and (iv) charges to principal that are not allowed as deductions in computing my Federal estate tax. For the purpose of establishing the share disposed of by this Article, the values finally determined in the federal estate tax proceedings

relating to my estate shall be used. Furthermore, for purposes of determining the fractional share, the Federal estate tax payable because of my death shall be computed as if: (i) there were no credit except (a) the credit for state death taxes to such extent as state death taxes would not thereby be incurred or increased and (b) the unified credit; (ii) there were no disclaimer of any property (or interests therein) that, but for such disclaimer, would otherwise qualify for the marital deduction; and (iii) there were no failure to elect under §2056(b)(7) of the Internal Revenue Code to qualify any property for the marital deduction. I recognize that no amount may be disposed of by this Article and that the amount disposed of by this Article may be affected by my Personal Representative's actions in exercising tax elections.

5.2 Trust Property and Distributions of Trust Income and Principal. My husband, as Trustee, shall pay or apply so much or all or none of the net income and/or principal of this Trust (even to the extent of its exhaustion) to or for the benefit of that class of persons consisting of my husband and my issue, as he, as Trustee, shall determine to be necessary or advisable from time to time for their maintenance in health and reasonable comfort, education and support in their accustomed manner of living. My husband, as Trustee, is instructed to consider himself as the Primary Beneficiary of the Trust and, consistent with the mandate of ascertainable standards contained herein, is requested to refrain from paying income or principal of the Trust to or for the use or benefit of any other beneficiary unless he has first determined that he is adequately provided for (subject to the above named standards of maintenance in his health and reasonable comfort, education and support in his accustomed manner of living). It is my intention that the power which is being granted to my husband, as Trustee, in the immediately preceding sentence shall be a power limited by an ascertainable standard, as defined in Treasury Regulation Section 20.2041-1(c)(2), and such power shall not be a general power of appointment. In addition, my husband, as Trustee, shall not have the power to make any determination with respect to any payment or application which would discharge any of his legal obligations, all such determinations shall only be made by a Special Trustee (whose decision making authority shall be specifically limited to such determinations) after being appointed by the majority vote of my husband and my then living children for the purpose of making any such determinations. Any income not so paid shall be added to principal.

5.3 **Distributions of \$5,000 or 5% of Trust Principal.** My Trustee shall pay to my husband, so much or all, if any, of the principal of this Trust, not to exceed in value for any calendar year five thousand dollars (\$5,000.00), and if my husband shall be living on the last day of such year, such additional amount (if any) as five percent (5%) of the value (of the last day of the year) of the principal exceeds the value previously withdrawn for such year pursuant to this sentence, as my husband may direct in writing at any time, or from time to time, during the year. Distribution shall be made within 10 days after delivery to my Trustee of the instrument of withdrawal, except that a distribution of a withdrawal as of the last day of a year shall be made within 30 days after the close of the year.

5.4 **Trust Termination and Distribution.** Upon the death of my husband, the Trust provided for under this Article shall terminate and my Trustee shall divide the then remaining Trust assets into separate shares, per stirpes, for my then living issue, each such separate share thereby created to be held in further trust pursuant to the provisions of Article 7, below.

ARTICLE 6

Residuary Estate

All the rest, residue and remainder of my property and estate, real and personal, of whatever nature and wherever situated, including any property before mentioned but not effectively disposed of (my "residuary estate"), I give, devise and bequeath to my husband, if he survives me. If he shall not be living at my death my residuary estate shall be divided into separate shares, per stirpes, for my then living issue, each such separate share thereby created to be held in further trust pursuant to the provisions of Article 7, below.

My husband, Bayard Scott Pickett shall have the right, by an acknowledged instrument delivered to my Personal Representative within nine months of my death, to disclaim an interest in any portion or all of any property which he may receive under this Will, in which event the property constituting such disclaimed portion shall be added to the Trust created under Article 5, above.

ARTICLE 7

Issue Trust

7.1 Separate Shares. If any amounts are directed to be held, In Trust, pursuant to the terms and conditions of this Article, each such amount to be held as a separate Trust for the benefit of the person entitled to receive that share and his or her issue (the child or other issue of mine for whose benefit a separate share is determined is referred to as the "Primary Beneficiary"). If the Primary Beneficiary of this Trust has attained the age of thirty-five (35) at the time of the Trust's establishment, or at such time as the Primary Beneficiary attains the age of thirty-five (35), the Primary Beneficiary shall become the sole Trustee and any then acting Trustee(s) other than the Primary Beneficiary shall automatically cease to serve as Trustee(s). After the Primary Beneficiary of any Trust created under this Article has attained the age of thirty-five (35) and if he or she has elected not to serve as Trustee, he or she shall have the power to appoint a substitute Trustee or Trustees and also shall have the power to remove and replace any then acting Trustee, either with himself or herself or with another Trustee.

7.2 Income and Principal Distributions. The Primary Beneficiary, as Trustee of the separate trust for his and his issue's benefit shall pay to or apply for his own benefit, and for the benefit of his issue, so much or all, if any, of the net income and so much or all of the principal of this Trust as he, as Trustee hereunder, shall determine to be necessary or advisable for both his own, and his issue's, maintenance in health and reasonable comfort, support in their accustomed manner of living, and education, including college and professional education. It is my intention that this power which is being granted to the Primary Beneficiary, as Trustee, in the immediately preceding sentence shall be a power subject to an ascertainable standard, as defined in Treasury Regulations Section 20.2041-1(c)(2), and such power shall not be a general power of appointment.

7.3 Distribution Guidelines - The Primary Beneficiary. My Trustee shall be extremely liberal in exercising the discretion conferred upon him, and preference shall be given to the health, education, support and comfortable maintenance of the Primary Beneficiary for whom the Trust is established, rather than for the benefit of the other eligible income beneficiaries or the conservation of principal for the benefit of the remaindermen. No payment or application

[Handwritten signature]

of any amount from the Trust shall be made to any beneficiary of the Trust, other than to or for the benefit of the Primary Beneficiary of the Trust, unless the Trustee shall determine that the Primary Beneficiary is adequately provided for.

7.4 Distributions of \$5,000 or 5% of Trust Principal. Once the Primary Beneficiary has attained the age of thirty (30), my Trustee shall pay to him or her, so much or all, if any, of the principal of the Trust, not to exceed in value for any calendar year five thousand dollars (\$5,000.00), and if the Primary Beneficiary shall be living on the last day of such year, such additional amount (if any) as five percent (5%) of the value (as of the last day of the year) of the principal exceeds the value previously withdrawn for such year pursuant to this sentence, as the Primary Beneficiary may direct in writing at any time, or from time to time, during the year.

7.5 Death of the Primary Beneficiary. Upon the death of the Primary Beneficiary, the Trust for such Primary Beneficiary under this Article shall terminate, and the principal and any accumulated income of the Trust shall at that time be:

7.5.1 Limited Power of Appointment. Paid over and delivered by my Trustee to or IN TRUST for the benefit of the persons and objects and in such proportions and in further trust or otherwise, with the same or other or additional Trustees, and with the same or another situs, as the Primary Beneficiary shall appoint by Will duly admitted to probate expressly referring to this power of appointment; provided, however, (i) that the power of appointment shall not be exercisable to any extent in favor of the Primary Beneficiary, the Primary Beneficiary's estate, the Primary Beneficiary's creditors or creditors of the Primary Beneficiary's estate; (ii) that the power of appointment shall only be exercisable in favor of my descendants or their spouses; and (iii) that any exercise in favor of a spouse of one of my descendants may grant to such spouse no greater than an income interest for life in the appointed assets. To the extent the Primary Beneficiary does not effectively exercise this limited power of appointment, the unappointed property shall be;

7.5.2 Power of Appointment not Exercised. Divided among the Primary

Beneficiary's then living issue per stirpes, and each share to be held by my Trustee, IN TRUST, for the benefit of the person for whom the share is set apart, subject to the trust provisions of this Article; that person being the "Primary Beneficiary" and the Trustee of the separate Trust; and if upon termination of a Trust, no issue of the deceased Primary Beneficiary is then living, the then remaining principal of the Trust shall be;

7.5.3 Primary Beneficiary Without Issue. Paid over and distributed per stirpes among the then living issue of my most remote descendant who is an ancestor of the deceased Primary Beneficiary and who has issue then living, or if none;

7.5.4 Per Stirpes Distribution. Paid over and distributed per stirpes among my then living issue;

subject, except in the case of the exercise of the power given herein to appoint (whether outright or In Trust subject to other provisions), to the trust provisions of this Article.

7.6 Trustees Protected. Any exercise by my Trustee of these powers, which are made in good faith and subject to the ascertainable standards set forth herein shall be fully protected and shall be binding and conclusive upon all persons interested in this Trust.

7.7 Trust Term Limitations. Notwithstanding the foregoing provisions of this Article, each Trust established under this Article shall terminate not later than twenty-one (21) years after the death of the last to die of my husband and my issue who are living (or in being) at the date of my death. Within the final year of this Trust prior to a mandatory termination under this §7.7, the Trustee (other than any beneficiary - if there is no Trustee other than a beneficiary then acting, a Special Trustee shall be appointed for the purposes of making the distributions on termination) shall distribute the then assets of the Trust to and among that class of persons consisting of the Primary Beneficiary of the Trust and his or her issue; provided, however, that if the Primary Beneficiary has no issue then living, then, with the consent of the Primary Beneficiary, the class of permissible distributees shall include my other issue then living. The Trustee (or Special Trustee, as the case may be) shall consider the financial needs and resources

of the Primary Beneficiary and his or her issue (or my other issue, as the case may be) at that time, giving primary consideration to the needs and resources of the Primary Beneficiary, as well as to the various estate and gift tax situations of the various beneficiaries at that time. The Trustee (or Special Trustee, as the case may be) is requested, but not directed, to consider any requests the Primary Beneficiary may make as to any such distributions of the Trust assets, favoring particularly the Primary Beneficiary or such other beneficiaries as the Primary Beneficiary may request (though any such requests from the Primary Beneficiary shall in no manner be deemed to be more than a request, the sole and absolute discretion as to any such decision residing in the Trustee (who is not a beneficiary), or the Special Trustee, as the case may be).

7.8 Generation Skipping Transfers. If, upon the death of any beneficiary, a generation-skipping transfer of property (within the meaning of §2611(a) of the Internal Revenue Code) would occur with respect to such Trust property, then such beneficiary shall have a general testamentary power of appointment over a fractional share of such assets which is equal to an amount, if any, which, when included in the estate of such person will result in the maximum reduction in the sum of generation-skipping transfer taxes and estate, legacy, succession and inheritance taxes imposed by reason of the death of such person with respect to such Trust property when compared with the sum of the generation-skipping transfer taxes and estate, legacy, succession and inheritance taxes which would have been imposed if no testamentary power of appointment were created hereunder. Any such testamentary general power of appointment may be exercised by appointment to such person's estate or otherwise and may be exercised by an appointment outright or in further trust subject to such terms and conditions as the donee of this power may determine; provided, however, that this power of appointment may only be exercised by specific reference thereto in such person's Will duly admitted to probate, and provided further, that such general power of appointment shall be exercisable only with the consent of the Trustee who is (i) neither a beneficiary of the Trust (if there is no such independent Trustee then acting and there arises a need to grant or deny such consent, such an independent Trustee shall be appointed by a court of competent jurisdiction), nor (ii) a potential remainderman of the Trust's assets should the appointment power not be exercised. To the extent that any such general power of appointment is granted but not exercised, the assets which are subject to the power shall pass as they would have had the power not been granted.

ARTICLE 8

Disabled Persons and Their Property

8.1 Disabled Person. A "disabled person" is a minor or a person who (i) has been determined to be legally incapacitated to act on his or her own behalf by a court of competent jurisdiction, or as to whom a such court has appointed a guardian to act on his or her behalf, (ii) in the written opinion of two licensed physicians or psychiatrists appointed by the Trustee is deemed to be physically or mentally incapable of managing his or her affairs although a judicial declaration of the incapacity may not have been made, or (iii) as to whom the Trustee has creditable and current evidence that such individual has disappeared, is unaccountably absent, or is being detained under duress in such a manner as to be unable effectively and prudently to attend to his or her own financial best interests. The incapacity shall be deemed to continue until the court order or circumstances have been revoked or become inapplicable.

8.2 Title To Property Vested. Whenever under this Will any property is to be distributed to a person under a disability (a "disabled person"), title to that property shall vest in the disabled person, but payment may be deferred and held by my Personal Representative or Trustee, as the case may be, who shall apply so much or all or none of the principal and income as he may determine, in the exercise of his sole and absolute discretion (without regard to the other income or other resources of the disabled person), for the disabled person's comfort and welfare. When the disability ceases, the property and any accumulated income shall be delivered to the disabled person or to his or her legal representatives. Any income accumulated shall be added to and accounted for as part of the principal.

8.3 Distributions for Disabled Person's Benefit. In case the income or principal payment under this Will or under any Trust created hereunder or any share thereof shall become payable to a disabled person, then such amounts shall be paid out by my Personal Representative or Trustee, as the case may be, in such of the following ways as the Personal Representative or Trustee, in his sole and absolute discretion, deems best: (1) directly to the disabled person; (2) to the disabled person's parent, guardian, custodian under the applicable state Uniform Gifts to Minors Act, committee, conservator, or to an individual with whom the disabled person resides; (3) to an appropriate relative or friend for the care, support and education of the disabled person;

or (4) by the Personal Representative or Trustee using such amounts directly for the disabled person's care, support and education. The receipt of the distributee shall constitute a full and sufficient discharge to the Personal Representative or Trustee, as the case may be. The powers for the management of assets granted to Fiduciaries in this Will shall be applicable to any property dealt within this Article.

ARTICLE 9

Payment of Transfer and Death Taxes

I direct that all estate and inheritance taxes assessed with respect to my estate herein disposed of, or any part thereof, or on any bequest or devise contained in this my Last Will and Testament (which term wherever used herein shall include any and all codicils hereto) or on any insurance upon my life, or on any jointly owned property, or any other property, transfers or interests included in my Gross Estate (as that term is defined in Section 2031 of the Internal Revenue Code of 1986, as amended or any successor thereto), be apportioned among all probate as well as non-probate interests which are included in my Gross Estate for the purposes of calculating the taxes payable at my death. The apportionment shall be based ratably upon the values at which such interests or properties are valued in my Gross Estate as finally determined for federal estate tax purposes. However, such apportionment shall not apply to the gifts made under Article 3, above, or to any and all interests which qualify for the federal estate tax marital deduction, the federal GST exemption and/or the federal estate tax charitable deduction. So far as practicable my Personal Representative shall deduct the amount of such taxes allocable to each beneficiary from the amount distributable to such beneficiary, and shall recover from all others for the benefit of my estate their allocable parts of such taxes.

Notwithstanding the preceding paragraph of this Article, any generation-skipping transfer tax payable by reason of my death shall be charged, and the liability for the payment of such generation-skipping transfer tax shall be determined according to the law imposing such generation-skipping transfer tax.

In determining the estate tax and other transfer tax liability, and the income tax liability, related to my estate, the decision of my Personal Representative as to all available tax elections

(including but not limited to the election whether to deduct certain administration expenses for income tax or for estate tax purposes) shall be conclusive on all persons concerned. My Personal Representative shall be under no liability to any person as a result of the election made. In addition, no compensating adjustments between principal and income or in the amount of any gift under this Will shall be made as a result of any such election made by my Personal Representative, nor shall any person be entitled to a right of reimbursement with respect to the economic consequences of any such election. If my Personal Representative joins with my husband in filing income tax returns, or consents for gift tax purposes to having gifts made by either of us during my life considered as made one-half by each of us, any resulting liability shall be borne by my estate and my husband in such proportions as my Personal Representative and my husband may agree.

ARTICLE 10

Removal, Appointment and Succession of Fiduciaries

10.1 Resignation Procedure. Any Fiduciary at any time serving hereunder, whether as Personal Representative or as a Trustee of any Trust provided for in this Will, may resign at any time by written notice to another then acting Co-Fiduciary (if there is one) with respect to the Estate or the affected Trust, or, if none, to the then beneficiary or one of the then beneficiaries of the Estate or such Trust, setting forth the effective time and date of such resignation on or before such effective time.

10.2 Appointment of Successor Trustees and Co-Trustees. Any Trustee (including any substitute or successor Trustee) shall have the right at any time after qualifying as Trustee to appoint a successor Trustee to act in the place of the appointing Trustee, either immediately or in the future upon any stated contingency. Any such appointment may be changed from time to time prior to the date it becomes effective. If any initial Trustee or any such successor, for any reason, fails or ceases to act without having appointed a Trustee who succeeds the former Trustee, any remaining Trustee may appoint another Trustee to act in the former Trustee's place. In addition, the Trustee or Trustees acting at any time (acting jointly and unanimously if more than one) shall have the right to appoint one or more Co-Trustees.

10.3 Removal and Replacement of Trustee. So long as he is alive and not a disabled person, my husband shall have the right at any time to remove any then acting Trustee and appoint a successor Trustee or Trustees in such Trustee's place, if, and only if, the powers granted to such Trustee are subject to ascertainable standards as defined in Treasury Regulation § 20.2041-1(c)(2). At such time as my husband is unable to exercise any such removal and/or appointment power, such power shall be exercised by the majority vote of my children. The legal guardian for each such child who has not attained the age of twenty-five (25) (or the person who was such beneficiary's legal guardian at the time he or she attained the age of majority) shall have one vote for each such person he or she represents. A Trustee whose powers are not subject to ascertainable standards may be removed by the my husband, but any successor Trustee appointed by him may only be an individual or corporate successor trustee that is not related or subordinate to my husband within the meaning of §672(c) of the Internal Revenue Code.

10.4 Successor Trustees and Permissible Appointees. If no Trustee appointed hereunder is able to serve, such vacancy shall be filled (by appointment by the person or persons granted the power to appoint Trustees under this Will) by an individual over the age of twenty-five (25), or a corporate trust department of a national bank or trust company which has a paid in capital and surplus of no less than twenty-five million dollars (\$25,000,000). An individual who may be a beneficiary of the Trust (whether vested or contingent) shall be an eligible appointee if and only if (i) the beneficiary is to be appointed to act in the capacity of Co-Trustee with an independent Trustee or with another beneficiary/trustee who has an adverse interest to such beneficiary, or (ii) the powers to be exercised by such beneficiary as Trustee are subject to ascertainable standards as that term is defined in Treasury Regulation §20.2041-1(c)(2).

10.5 Appointment of Additional Trustees. All the Trustees of any Trust serving at any time, acting jointly, may appoint one or more individuals over age twenty-five (25) or a bank or trust company to act as an additional Trustee(s).

10.6 Delegation of Ministerial Acts. Each Fiduciary hereunder is authorized, by acknowledged instrument filed with such Fiduciary's Co-Fiduciary or Co-Fiduciaries, to delegate to such other Co-Fiduciary or Co-Fiduciaries, or any one of them, such Fiduciary's duties with

respect to general ministerial acts, specifically including the signing of checks, the execution of tax returns and the execution of instruments of contract, sale or conveyance with respect to my Estate's or a particular Trust's assets, including the opening of checking, brokerage or similar accounts. This authority to delegate ministerial duties does not permit a Fiduciary to delegate fiduciary powers, authorities or discretions conferred upon such Fiduciary under this Will, the purpose of this delegation authority being intended solely to facilitate the administration of my Estate, and any Trusts created under this Will, through the delegation of non-discretionary duties. Upon written assurance by any Fiduciary that such Fiduciary has been delegated such ministerial duties, any third parties shall accept the signature of such Fiduciary as binding upon my Estate or the affected Trust, shall not require further authorization of any other Fiduciary, and shall be indemnified and held harmless to the extent of the Estate's or such Trust's assets (as the case may be) on account of any loss, liability or expense arising out of the acceptance of the signature of any Fiduciary as the basis of any transfer, withdrawal or other transaction.

10.7 Termination of Fiduciary Powers. An outgoing Fiduciary, upon the effective date of removal, resignation, or incapacity, shall cease to have any powers or discretion hereunder. At the earliest possible date after a Fiduciary ceases for any reason to be a Fiduciary hereunder, there shall be delivered to such Fiduciary's successor or to another then acting Fiduciary hereunder all of the assets (Trust or otherwise) which were in the possession of such Fiduciary and there shall be made available to each successor Fiduciary a complete financial record and inventory of assets affected thereby. With respect to any properties thus transferred by the outgoing Fiduciary or by such Fiduciary's representative, such Fiduciary shall stand and be discharged of all further duties and obligations.

10.8 Successor Fiduciary Powers and Authority. Each successor Fiduciary, upon assumption of such position, shall have the same powers, rights, discretion, duties, and obligations as the predecessor Fiduciary. Title to the entire property (of the Trust or otherwise) shall automatically vest in any successor Fiduciary without the necessity of any conveyance. The assumption of authority by a successor Fiduciary shall not be complete until such successor executes a written acceptance of such appointment showing the authority for such succession (a copy of which shall promptly be delivered personally or sent by certified mail to the outgoing

Fiduciary or to such Fiduciary's legal representative).

10.9 Exoneration from Liability for Acts of Prior Fiduciaries. Each successor Fiduciary shall be exempt from any liability in any way related to the prior actions or omissions of the previous Fiduciaries and each shall be entitled to accept as conclusive any accountings and statement of assets furnished by any predecessor Fiduciary.

10.10 Trustee Settlements. The Primary Beneficiary of any Trust created hereunder or, if none, any adult who is at the time (a) a beneficiary entitled to receive income distributions from any Trust created hereunder, and (b) not then serving as a Trustee, may at any time or from time to time settle any Trustee's or former Trustee's accounts and to the extent permissible by law each settlement shall be binding and conclusive upon all persons who may be interested in the Trust, whether directly or contingent, born or unborn, infant or adult. If the person herein designated with the power to consent to settlements is a disabled person, such power shall only be exercised by his or her guardian or other legal representative.

ARTICLE 11

Fiduciary Provisions

11.1 Inventory; Appraisals; Bond. Except as otherwise required by law, neither my Personal Representative nor my Trustee shall be required to file any inventory or appraisal or any annual or other returns or reports to any court or to give bond in any jurisdiction, but shall make available a statement of receipts and disbursements and an investment review of the assets of the Estate or the Trust at least annually to each person then entitled to income from my Estate or any Trust.

11.2 Notice. Any notice or other instrument required or permitted to be given, made, executed, or delivered hereunder shall be in writing duly signed by (or, where permitted hereunder, on behalf of) the party or parties giving, making, or executing the same and shall be physically delivered or sent by certified or express mail (or equivalent postal or private express service) to all parties, if any, entitled thereto (when so sent, such notice or communication shall be plainly addressed to such person at such person's last known address). Any such instrument

required to be given or sent to the estate of any deceased or incapacitated person shall be physically delivered or sent, in like manner, to the personal representative (or one of the personal representatives) of such person at such representative's last known address or, if there be no such personal representative known to the sender, to the estate of such person at his or her last known address.

If any instrument is sent by mail (or express service) as provided above, the third day following the date of its receipt by the postal service (or such express service), as evidenced by a dated postal (or express) service receipt showing the addressee's name and proper address (as described above), shall be deemed to be the effective date of delivery of the notice or other communication contained in such instrument. In all other cases, the date of actual physical delivery shall be the effective date of delivery and, except as such instrument may specifically provide for a later effective date, it shall be effective for all purposes from such date.

Copies of all instruments of amendment, revocation, exercise of power, designation, release, disclaimer, etc., as well as of trustee resignation, removal, appointment, and/or acceptance, the original of which shall be attached hereto, shall, upon request, be promptly delivered or sent by mail by the Trustee receiving or initiating the same to each other then interested party (i.e., the other then Trustee or Trustees, if any, of the affected Trust or Trusts, and each present beneficiary of the affected Trust or Trusts).

11.3 Notice to Disabled Parties. If a person under a disability is a party to any legal proceeding relating in any manner to any Trust created by this Agreement, service of process upon the disabled person shall not be required if another individual, not under a disability, is a party to the proceeding and has the same interest as the disabled person.

11.4 Fiduciaries Protected. Each Fiduciary shall be fully protected for any action taken in good faith, in accordance with the advice of counsel, or in reliance thereon. No Fiduciary acting hereunder shall be responsible for the act, default or omission of any other Fiduciary, nor for the default or misconduct of any agent or attorney appointed by the Fiduciary, or any of them, except that any corporate Fiduciary shall be liable for the default or misconduct of its own agents,

officers, or employees. Each Fiduciary shall be liable only for his, her or its own willful misconduct or gross negligence.

ARTICLE 12

Fiduciary Powers

In the administration of the Estate and of any Trusts established under this Will, my Personal Representative and Trustee shall have all the powers granted by law, including but not limited to the powers granted to Personal Representatives by S. C. Code Section 62-3-715, and to Trustees by the Uniform Trustee Powers Act (S. C. Code Section 62-7-701, et. seq.), which powers shall not be revoked or reduced if said statutes should hereafter be repealed or restrictively amended. It is my intention in specifying the following powers to give broad discretion and flexibility to my Personal Representative and my Trustee. However, in no event, shall any power to be exercised or interpreted in any fashion which shall not give to my husband as the sole beneficiary of any Trust qualifying for the marital deduction the degree of beneficial enjoyment of the Trust property which principles of the law of Trusts accord to a person who is unqualifiedly designated as the life beneficiary of the Trust. Without limiting the foregoing, my Personal Representative and Trustee shall have the following powers:

- 12.1 **Determinations.** To determine what property is covered by general descriptions in this Will.
- 12.2 **Payment of Expenses.** To pay all debts and funeral and burial expenses (including the expenses of my last illness, which I direct shall be paid out of my estate) as soon as the convenience of my estate will permit and without regard to any limitation in applicable laws as to the amount of such expenses, and to pay or deliver any legacy without waiting the time prescribed by law.
- 12.3 **Investments and Reinvestments.** To invest or reinvest in such securities or other property, real or personal (whether within or without the United States), and to retain any property received by them for such periods as they determine, including specifically retention of, or investment in, assets which may be for the use of the beneficiary or beneficiaries of any such Trust, even though such asset or assets may not be of a character, or of such a percentage of the total Trust, as would otherwise be deemed proper Trust investments. I request that my Trustee honor the wishes of the Trust beneficiaries as to the disposition or retention of any

original property of the Trust, or any Trust asset which is of a personal use nature, unless the Trustee determines that such wishes are clearly in contradiction to the purposes and terms of any such Trust.

12.4 Management and Holding of Assets. To invest and reinvest all or part of the assets of my estate or of any Trust created hereunder in any common trust fund of any corporate Fiduciary; to employ a bank, trust company, or securities brokerage firm located anywhere within the United States, at the discretion of my Personal Representative or the Trustee, as the case may be, but at the expense of my estate or the Trust, as custodian or agent; to have stock and securities registered in the name of such agent or custodian or nominee thereof without designation of fiduciary capacity; and to appoint such bank, trust company, or securities brokerage firm to perform such other ministerial functions as my Fiduciary(ies) may direct. While such stock or securities are in the custody of any such bank, trust company, or securities brokerage firm, my Fiduciary(ies) shall be under no obligation to inspect or verify such stock or securities nor shall my Fiduciary(ies) be responsible for any loss by such bank, trust company, or securities brokerage firm.

12.5 Consolidation and Division of Assets. To hold and administer the assets of my estate or the Trusts created hereby in one or more consolidated funds, in whole or in part, in which any separate Trusts shall have undivided interests. Generally, and subject only to the provisions of this Will, my Fiduciary(ies) shall hold, manage, control, use, invest, reinvest and dispose of trust properties to the same extent as may a fee simple owner of such properties.

12.6 Life Insurance. To invest Trust assets in any life insurance policy or policies (including term insurance) on the life of one or more of the beneficiaries of the Trusts, or on the life of any person or persons in whom one or more of the beneficiaries of the Trusts have an insurable interest and to exercise any and all rights, powers, options and elections relating to any such policies; provided, however, that under no circumstances shall any person who is the insured under any policy of insurance owned by any Trust participate in any determination concerning the policy or its proceeds or in any manner or fashion exercise any incident of ownership (as that term is defined in Treasury Regulation §20.2042-1(c)(2)) over such policy.

12.7 Borrowing. To borrow such sums, on a secured or unsecured basis, from any source (including themselves), for such period and upon such terms as they deem necessary or convenient in the administration of my estate or of such Trust, and to secure any such loan by mortgage or pledge. No lender shall be bound to see to

or be liable for the application of the proceeds, and no Personal Representative or Trustee shall be personally liable, and each such loan shall be payable only out of assets of my estate or the Trust.

12.8 Lending. To lend all or any portion of the funds of any Trust created hereunder to any beneficiary, with or without security and with or without interest, to make any Trust property available as security for a loan obligation or undertaking made or to be made by any beneficiary, or to guarantee a loan to be made to, or any obligation to be assumed by, any beneficiary (notwithstanding in each case that the beneficiary may also be a Trustee), subject to those terms and conditions as the Trustee may in his discretion impose.

12.9 Receipts, Disbursements and Allocations. To allocate receipts and disbursements between income and principal in such manner as my Trustee (other than any beneficiary) determines, even though a particular allocation may be inconsistent with otherwise applicable state law; provided, however, that this power shall not apply to permit any allocation to income of administrative expenses to the extent that such allocation would result in a "material limitation" (as that term is used in the Federal Estate Tax Regulations under Internal Revenue Code §2055 and/or §2056) on the rights of any charitable beneficiary or of my husband with respect to any gift or Trust which qualifies for the estate tax charitable deduction or marital deduction, as the case may be; and provided further, that this power shall not apply with respect to any Trust which qualifies for the marital deduction during the life of my husband as to any allocation which would cause the trust not to qualify for the estate tax marital deduction. Upon the sale or other disposition of property which has been unproductive or underproductive of income, no part of the proceeds received shall be allocated to income, except (i) in the case of property qualifying for the marital deduction, in which case such allocation shall follow state law, and (ii) in the discretion of the Trustee (other than any beneficiary).

12.10 Distributions. Without the consent of any beneficiary, to make distributions (including the satisfaction of any pecuniary bequest) in cash or in specific property, real or personal, or an undivided interest, or partly in cash and partly in such property, and to do so without regard to the income tax basis of specific property allocated to any beneficiary (including any Trust) and without making pro-rata distributions of specific assets. In addition, my Personal Representative is authorized to select specific assets in funding fractional share devises and is not required to select a percentage of each specific asset.

12.11 Occupancy and Use. Except as may be otherwise specified elsewhere in this Will as to any specific property, my Trustee shall have the power to permit any

person having an interest in the income of any Trust created hereunder to occupy real property, or to use personal property, held by any such Trust upon such terms as my Trustee deems proper, whether rent free or for the payment of taxes, insurance, maintenance and ordinary repairs, or other expenses, or upon such terms and conditions as the Trustee determines.

12.12 Unproductive, Wasting and Personal Use Assets. In addition to the powers granted under this Article, my Trustee (other than any beneficiary) is expressly authorized to invest and reinvest the Trust funds without regard to the production of current income. The Trustee should invest and reinvest the Trust funds in assets which are expected to produce a reasonable rate of appreciation or are expected to produce substantial personal enjoyment for the Trust's beneficiaries. Such assets may include, but are not limited to, personal use real estate, personal property such as works of art and antiques, undeveloped real estate, discounted debt obligations, and remainder interests, whether such interests will produce current enjoyment and benefits or enjoyment and benefits after any term of years or the deaths of one or more individuals, which terms or deaths may not be expected to occur within the term of this Trust. HOWEVER, in reinforcing of the intent of this Will as to all fiduciary powers in general and as to this power in particular, this power is subject to the express limits imposed under this Will, that my husband may at any time require that the Trustee for a Trust established under this Will which my Fiduciaries intend to qualify for the marital deduction make any nonproductive property productive and any such dealings with, payments on, or investments in non-productive property by such Trust must give my husband the degree of beneficial enjoyment of the trust property which principles of the law of trusts accord to a person who is unqualifiedly designated as the life beneficiary of the trust.

12.13 Related Party Transactions. To sell to or purchase from, at fair market value at the time of such purchase, property of any character from any Trust I may have established during my lifetime and to retain such property so long as my Trustee hereunder may deem advisable, whether or not such property is of the class in which Trustees are authorized by law or any rule of court to invest; and to make loans to, or borrow from, any such Trust or Trusts upon such terms and conditions as the Trustee deems advisable.

12.14 Management of the Closely Held Businesses. In connection with (a) the continuation of operation of any business or investment interests owned by my husband or me prior to my death which become a part of any Trust under this Will (whether by purchase by my Trustee or bequest under the Will or otherwise), or (b) the establishment of any new business or investment, my Trustee is specifically

authorized: (i) to invest sums or additional sums in any such business even to the extent that the Trust may be invested largely or entirely in that business; (ii) to hold the interest in any form, including, but not limited to, general or limited partnership interests; and (iii) to act as or to select other persons to act as directors, officers, agents, or in other capacities with respect to the business, and to be compensated for those services (and for any other services rendered by him in respect of the operation of the business) without regard to his being a Trustee under this Agreement. Such power shall include the power to organize, either alone or jointly with others, new corporations, partnerships, limited partnerships, limited liability companies or other business entities; and generally to exercise with respect to the continuance, management, sale or liquidation of any business which my estate or any Trust may own or in which it may be financially interested, or of any new business or business interest, all the powers which I could have exercised.

12.15 Division or Combination of Trusts. In the event that the Trustee determines that it is more feasible or advisable to administer the Trust or any shares or interests created hereunder as separate trusts or shares (whether for administrative, liability, environmental, or other reasons), the Trustee shall have the power to divide any such Trust into further trusts or shares. The Trustee shall also have the power to combine any such Trust created hereunder with any other Trust, whether created by me or another person, if the terms of the trusts are substantially the same and the Trustees are the same.

12.16 Uneconomical Trusts. If at any time any Trust created hereunder has a net asset value (adjusted for inflation by the Consumer Price Index from the date of my death), as determined by the Trustee, of Fifty Thousand (\$50,000) Dollars or less, the Trustee (other than any beneficiary), in his sole and absolute discretion, if he determines that it is uneconomical to continue such Trust, may terminate such Trust and distribute the Trust Estate to the Trust's then Primary Beneficiary, or if none, to the person or persons then entitled to receive or have the benefit of the income therefrom, or to the legal representative of such person. If there is more than one income beneficiary, the Trustee shall make such distribution to such income beneficiaries in the proportion in which they are beneficiaries or if no proportion is designated, to such beneficiaries, per stirpes.

12.17 Limitations. Notwithstanding the foregoing, nothing in this Will shall be construed as permitting a beneficiary who may also be a Trustee of any Trust created hereunder to exercise any rights or powers which may be in excess of any limitations imposed by law or elsewhere in this Will upon the exercise of such powers (such as, for example, those limited by ascertainable standards, or otherwise prohibited to such Trustee).

ARTICLE 13

Definitions

13.1 **Executor, Trustee, Fiduciary.** Whenever the word "Executor", "Trustee", "Fiduciary", and/or "Personal Representative", or any modifying or substituted pronouns therefor are used in this my Will, such words and respective pronouns shall be held and taken to include both the singular and the plural, the masculine, feminine and neuter gender thereof, and shall apply equally to the executor, personal representative, fiduciary, or trustee named herein and to any successor or substitute executor, fiduciary, trustee or personal representative acting hereunder, and such successor or substitute shall possess all the rights, powers and duties and the authority and responsibility conferred upon my executor, fiduciary, trustee and/or personal representative originally named herein.

13.2 **Children, Issue, etc.** The terms "children", "issue", "descendant", or words of similar import shall include (a) legally adopted children or their issue, as the case may be, but, in the case of an adopted person, only if the adoption occurred during the adopted person's minority or reflected an earlier parent-child relationship that existed during the adopted person's minority, and (b) persons conceived before the death of such child's parent, but born thereafter.

13.3 **Spouse.** My "husband" shall mean the person to whom I was legally married and living with, if any, and with respect to which marriage no action for separation or dissolution had commenced at the time of my death. The term "spouse", when referring to any beneficiary, shall mean the person, if any, to whom such beneficiary is legally married and living with and with respect to which marriage no action for separation or dissolution has commenced, at the time any distribution is to be made to the beneficiary's spouse hereunder, or at the time any other transaction or matter involving the beneficiary's spouse is to be effected hereunder, or, as to transactions or other matters occurring at or after the beneficiary's death, to whom such beneficiary was legally married and living with and with respect to which marriage no action for separation or dissolution had commenced at the time of the beneficiary's death.

13.4 **"Per Stirpes".** The phrase "per stirpes" as used herein is used as it was

defined under South Carolina law prior to the adoption of the South Carolina Probate Code on July 1, 1987. Thus, the term "per stirpes" as used herein is intended to describe the division of shares at each generation regardless of whether there is surviving issue representing that generation. The term "per stirpes" with reference to the issue of any individual shall mean that the stock begins with the children of such individual and that no distribution at any generational level shall be "per capita". If no issue representing a generation are surviving, the number of shares for that generation shall equal the number of predeceased issue of that generation leaving surviving issue. If issue representing a generation are surviving, the number of shares for that generation shall equal the number of issue of that generation surviving, plus the number of predeceased issue of that generation leaving surviving issue.

ARTICLE 14

Spendthrift Provisions

With the exception of any powers or discretions which may be exercised by a beneficiary solely in a fiduciary capacity, no beneficiary of any Trust created herein shall have the right, power, or authority to sell, assign, pledge, mortgage, anticipate, or in any manner encumber, alienate, or impair all or any part of his or her interest in such Trust or in the principal or income of such Trust. The beneficial and legal interest in, and the principal and income of, any such Trust and every part thereof shall be free from the interference or control of any creditor of any beneficiary of this Trust and shall not be subject to the claims of any such creditor nor liable to attachment, execution, bankruptcy, or any other process of law.

ARTICLE 15

Termination of Trusts

Notwithstanding any other provision of this Will to the contrary, each Trust established hereunder shall terminate not later than twenty-one (21) years after the death of the survivor of my husband and my issue who are living (or in being) at the time of my death.

ARTICLE 16

Fiduciary Limitations

16.1 Limitations on Tax Sensitive Powers. No particular Trustee or other Fiduciary

shall possess, or participate in the exercise of, any power given the Fiduciary by this Will or by law to make any determination with respect to:

16.1.1 Legal Obligations. Any payment or application which would discharge any legal obligation of such particular Fiduciary personally; or

16.1.2 §2041(b)(1)(A) Powers - Power of Appointment Limitations. Any power to consume, invade or appropriate property for the benefit of, such particular Fiduciary personally (neither the preceding portion of this paragraph nor any otherwise applicable rule of law shall limit such particular Fiduciary's possession or participation in the exercise of any power (or severable portion thereof) granted in this Will to such Fiduciary personally to consume, invade or appropriate property for the benefit of such Fiduciary which is limited by an ascertainable standard relating to the health, education, support or maintenance of such Fiduciary personally); or

16.1.3 §25.2511-1(g)(2) Powers - Taxable Gift Limitations. Any transfer of, or power to transfer, property to or for the benefit of another person, if such Fiduciary personally has any beneficial interest in the property subject to the determination (neither this subparagraph nor any otherwise applicable rule of law shall limit such particular Fiduciary's possession or participation in the exercise of any fiduciary power (or severable portion thereof) granted in this Will to such Fiduciary to make any payment to, or expenditure for the benefit of such other person, the exercise or non-exercise of which is limited by a reasonable fixed or ascertainable standard which is set forth in this Will).

16.2 Additional Fiduciary Limitations. All powers given to the Trustee and other Fiduciaries in this Will are exercisable only in a fiduciary capacity. Notwithstanding any other provisions of this Will, no Fiduciary who is a beneficiary hereunder or who is obligated to support a beneficiary hereunder shall ever participate in (i) the exercise of, or decision not to exercise, any discretion over payments, distributions, applications, appointments or accumulations of income or principal by the Fiduciary(ies), (ii) the exercise of discretion to allocate receipts or expenses between principal and income, (iii) the exercise of any discretion with respect to an insurance

policy held hereunder, (iv) holding property as custodian for a minor or as donee of a power during minority, or selecting any such custodian or donee, (v) decisions to exercise tax options, (vi) any decision to retain or invest in unproductive or underproductive property (which does not produce an appropriate value in beneficial use for the appropriate beneficiary in lieu of income), or (vii) the exercise of any power to amend or affect beneficiaries' powers of withdrawal over additions, which may be in excess of the limitations imposed by the preceding section of this Article, nor may such Fiduciary remove and replace any Fiduciary with any other Fiduciary who is a related or subordinate party to such removing Fiduciary within the meaning of §672(c) of the Internal Revenue Code unless (a) the Fiduciary being appointed has a substantial adverse interest to the appointing Fiduciary or (b) the powers of the Fiduciary being replaced are subject to the limitations contained in the preceding section of this Article. In the event that there arises a need to exercise a discretion or power which all of the then acting Fiduciaries are prohibited from exercising, that discretion or power may be exercised by a Special or an Independent Trustee or Fiduciary, after being duly appointed as such, by a court having jurisdiction over the Trust's administration.

ARTICLE 17

Spouse Deemed to Survive

If my husband, Bayard Scott Pickett, and I die simultaneously or under circumstances so that the order of our deaths cannot be established by proof, he shall be deemed for purposes of this Will to have survived me.

ARTICLE 18

Jurisdiction, Governing Law and Trust Removal

18.1 Jurisdiction and Governing Law. Except as provided in the next section of this Article, all questions pertaining to the construction, validity and effect of this Will and any Trusts hereby created shall be determined in accordance with the laws of the State of SOUTH CAROLINA.

18.2 Trust Removal. The Trustee of any Trust created under this Will may at any time and from time to time (i) declare that the construction and effect of all or any portion of the

Trust shall from that date be determined in accordance with the law of a different jurisdiction; provided, the designated jurisdiction must be a jurisdiction (a) where a portion of the Trust property or its indicia is located or is to be removed and (b) under the laws of which the Trust (or the portion of the Trust) would not be invalid or revocable, (ii) change the situs of the Trust, and (iii) pay or transfer the whole or any part of the Trust's income and principal to the Trustee or Trustees for the time being of any irrevocable Trust with the same or similar provisions under which the beneficiary or beneficiaries of the Trust under this Will (and no other person or persons) are the beneficiary or beneficiaries to be held by the Trustee or those Trustees as an addition to the property held in that Trust (freed and discharged from the trusts, powers and provisions of this Will) whether or not the Trustee or Trustees of that Trust are domiciled or resident in SOUTH CAROLINA or the United States (or in such other place to which this Trust shall have been previously removed), or whether or not the Trust is governed by the laws of SOUTH CAROLINA or the United States (or by such other place to which this Trust shall have been previously removed), and the receipt of such Trustee or Trustees shall constitute full discharge of the Trustee.

ARTICLE 19

Headings

The article and section headings used in this Last Will and Testament are for convenience only and are not to be considered as part of this Last Will and Testament.

EXECUTION

IN WITNESS WHEREOF, I, VERONIQUE H. W. PICKETT, the Testatrix, sign my name to this instrument this 31 day of March, 1999, and being first duly sworn, do hereby declare to the undersigned authority that I sign and execute this instrument as my Last Will and that I sign it willingly, that I execute it as my free and voluntary act for the purposes therein expressed, and that I am eighteen years of age or older, of sound mind, and under no constraint or undue influence.

Veronique H. W. Pickett (SEAL)
VERONIQUE H. W. PICKETT

We, Edward G. Bennett and Brenda F. Nelson, the witnesses, sign our names to this instrument, and at least one of us, being first duly sworn, does hereby declare generally and to the undersigned authority that the Testatrix signs and executes this instrument as her Last Will and that she signs it willingly and that each of us, in the presence and hearing of the Testatrix, hereby signs this Will as witness to the Testatrix' signing, and that to the best of our knowledge the Testatrix is eighteen years of age or older, of sound mind, and under no constraint or undue influence.

Edward G. Bennett
Brenda F. Nelson

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

Subscribed, sworn to and acknowledged before me by VERONIQUE H. W. PICKETT the
Testatrix and subscribed and sworn to before me by Edward G. Bennett witness,
this 31st day of March, 1999.

Brenda J. Nelson (SEAL)
Notary Public for South Carolina
My commission expires: 10-20-2005

After Recording, Please Return to:
 Ferrara Law Firm, PLLC
 8887 Old University Blvd.,
 North Charleston, SC 29406
 20-092



BP0920070

PGS:

6

STATE OF SOUTH CAROLINA	)	IN THE PROBATE COURT
	)	
COUNTY OF CHARLESTON	)	DEED OF DISTRIBUTION
	)	(Real Property Only)
IN THE MATTER OF: VERONIQUE W.	)	
PICKETT	)	
EZ FILING	)	
PROBATE COURT	)	NOT A
CHARLESTON COUNTY, SOUTH CAROLINA	)	WARRANTY DEED
(Decedent)		(Deed Drawn, Title Not Examined)
2019ES1000394		
5/31/2023 9:56AM		
		CASE #: 2019-ES-1000394

The undersigned states as follows:

Decedent died on December 18, 2018; and probate of the Estate is being administered in the Probate Court for Charleston County, South Carolina in File Number 2019-ES-10-00394.

I was appointed Personal Representative on March 11, 2019.

Decedent owned real property described as follows:

Tax Map Number: 532-05-00-002 and 532-05-00-200

Property Address: 213 and 215 King Street, Mount Pleasant, SC 29464.

Legal Description: See attached Exhibit "A"

In accordance with the laws of the State of South Carolina, the Personal Representative does hereby release all of the Personal Representative's right, title and interest, including statutory and/or testamentary powers, over the real estate property described to the beneficiaries named below:

Bayard S. Pickett, Jr. a/k/a
Bayard Scott Pickett, Jr. as Trustee
of the Bayard Scott Pickett, Jr. Trust
as established under the Will of
Veronique H.W. Pickett dated
March 31, 1999
 4616 Thoroughgood Dr.
 Virginia Beach, VA 23455

Laura V. Jones, as Trustee of the
Laura V. Jones Trust as established under
the Will of Veronique H.W. Pickett
dated March 31, 1999
 2229-B Greenwell Road
 Virginia Beach, VA 23455

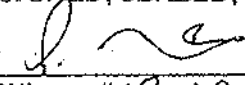
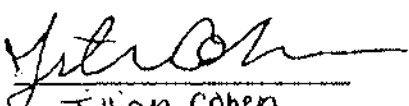
Laura V. Jones, as Trustee
of the Kathleen Elizabeth Anderson Trust
as established under the Will of Veronique
H.W. Pickett dated March 31, 1999
 9509 First View Street, Apt. 3
 Norfolk, VA 23503

FILED
 20 NOV -2 PM 12: 08
 PROBATE COURT
 CHARLESTON COUNTY

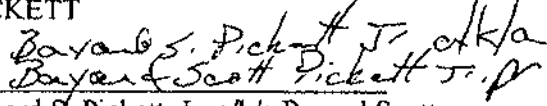
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Ferrara Law Firm, PLLC
8887 Old University Blvd.,
North Charleston, SC 29406
20-092

IN WITNESS WHEREOF the undersigned, as Personal Representative(s) of the above
Estate, has executed this Deed of Distribution, on this 14th day of September, 2020.

SIGNED, SEALED, AND DELIVERED IN THE PRESENCE OF:


Witness #1 Paul B. Ferrara III

Jillian Cohen

ESTATE OF VERONIQUE W.
PICKETT

By: 
Bayard S. Pickett, Jr. a/k/a Bayard Scott
Pickett, Jr., Personal Representative

STATE OF SOUTH CAROLINA)

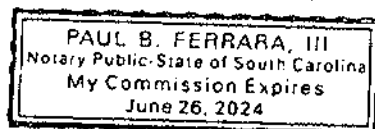
COUTNY OF CHARLESTON)

ACKNOWLEDGMENT

I, Paul B. Ferrara, III, Notary Public for the State of South Carolina do hereby certify
that, Bayard S. Pickett, Jr. a/k/a Bayard Scott Pickett, Jr., as Personal Representative of
the Estate of VERONIQUE W. PICKETT, personally appeared before me this day and
acknowledged the due execution of the foregoing Deed of Distribution.

Witness my hand and seal this 14th day of September, 2020.


Notary Public for South Carolina
My Commission Expires: 6/26/2024



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8887 Old University Blvd.,
North Charleston, SC 29406
20-092

EXHIBIT "A"

ALL that lot, piece or parcel of land, situate, lying and being in the Town of Mt. Pleasant, County and State aforesaid, known and designated as No. 213 King Street (Lot 9) on a plat entitled "Plat Showing A Property Line Adjustment Between Lots 9 & 10, Block 53, Town of Mt. Pleasant, a/k/a No. 213 & No. 215 King Street" dated December 9, 1994, and recorded in Plat Book DA, Page 304, of the R.M.C. Office for Charleston County.

Said lot having such metes, bounds, buttings, boundings, courses and distances as will by reference to said plat more fully and at large appear.

TMS: 532-05-00-002

DERIVATION: This being the identical property conveyed to Bayard S. Pickett and Veronique Wildhagen Pickett by deed of Helen Matthews Wildhagen dated September 7, 1976 and recorded September 7, 1976 in Book H-110 at Page 233 and also conveyed to Bayard S. Pickett and Veronique S. Pickett by Quit Claim Deed of Helen Matthews Wildhagen dated March 16, 1995 and recorded March 22, 1995 at Book R-253 at Page 123 in the Charleston County RMC Office. Thereafter, the property was conveyed to Bayard Scott Pickett, Jr. as Trustee under the Will of Bayard Scott Pickett dated March 31, 1999 by Deed of Distribution from the Estate of Bayard Scott Pickett as referenced in Charleston County Probate Estate Case No.: 2010-ES-138, and recorded April 28, 2011, in Book 0184, Page 503 in the Register of Deeds Office (formerly RMC Office) for Charleston County, South Carolina. Further conveyed to Bayard S. Pickett, Jr. a/k/a Bayard Scott Pickett, Jr., as Trustee of the Bayard Scott Pickett, Jr. Trust as established under the Will of Bayard Scott Pickett, Sr. dated March 31, 1999; Laura V. Jones, as Trustee of the Laura V. Jones Trust, as established under the Will of Bayard Scott Pickett, Sr. dated March 31, 1999; and Laura V. Jones, as Trustee of the Kathleen Elizabeth Anderson Trust as established under the Will of Bayard Scott Pickett, Sr. dated March 31, 1999, by deed of Bayard S. Pickett, Jr. a/k/a Bayard Scott Pickett, Jr., as Trustee under the Will of Bayard Scott Pickett, Sr. dated March 31, 1999, recorded simultaneously herewith in said ROD Office.

ALSO

ALL that lot, piece or parcel or lot of land, situate, lying and being in the Town of Mt. Pleasant, County and State aforesaid, known and designated as 215 King Street (Lot 10) on a plat entitled "Plat Showing A Property Line Adjustment Between Lots 9 & 10, Block 53, Town of Mt. Pleasant, a/k/a No. 213 & No. 215 King Street" dated December 9, 1994, and recorded in Plat Book DA, Page 304, of the R.M.C. Office for Charleston County.

Said lot having such metes, bounds, buttings, boundings, courses and distances as will by reference to said plat more fully and at large appear.

TMS: 532-05-00-200

DERIVATION: This being a portion or all of said property conveyed to Helen Matthews Wildhagen by deed of Bayard S. Pickett and Veronique Wildhagen Pickett dated September 7, 1976

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North Charleston, SC 29406
20-092

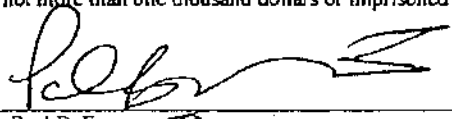
and recorded September 7, 1976 in Book H-116 at Page 229; also being the same property conveyed to Bayard S. Pickett and Veronique S. Pickett by Quit Claim Deed of Helen Matthews Wildhagen dated March 16, 1995 and recorded March 22, 1995 at Book R-253 at Page 123 in the Charleston County RMC Office; Thereafter, the property was conveyed to Bayard Scott Pickett, Jr. as Trustee under the Will of Bayard Scott Pickett dated March 31, 1999 by Deed of Distribution from the Estate of Bayard Scott Pickett as referenced in Charleston County Probate Estate Case No.: 2010-ES-138, and recorded April 28, 2011, in Book 0184, Page 503 in the Register of Deeds Office (formerly RMC Office) for Charleston County, South Carolina. Further conveyed to Bayard S. Pickett, Jr. a/k/a Bayard Scott Pickett, Jr., as Trustee of the Bayard Scott Pickett, Jr. Trust as established under the Will of Bayard Scott Pickett, Sr. dated March 31, 1999; Laura V. Jones, as Trustee of the Laura V. Jones Trust, as established under the Will of Bayard Scott Pickett, Sr. dated March 31, 1999; and Laura V. Jones, as Trustee of the Kathleen Elizabeth Anderson Trust as established under the Will of Bayard Scott Pickett, Sr. dated March 31, 1999, by deed of Bayard S. Pickett, Jr. a/k/a Bayard Scott Pickett, Jr., as Trustee under the Will of Bayard Scott Pickett, Sr. dated March 31, 1999, recorded simultaneously herewith in said ROD Office.

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLETON)

AFFIDAVIT OF CONSIDERATION

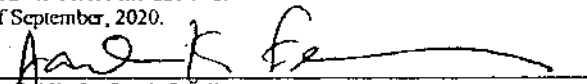
PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this Affidavit and I understand such information.
2. The property is being transferred by the Estate of Veronique W. Pickett by Bayard S. Pickett, Jr. a/k/a Bayard Scott Pickett, Jr., as Personal Representative, to Bayard S. Pickett, Jr. a/k/a Bayard Scott Pickett, Jr., as Trustee of the Bayard Scott Pickett, Jr. Trust as established under the Will of Veronique H.W. Pickett dated March 31, 1999; Laura V. Jones, as Trustee of the Laura V. Jones Trust as established under the Will of Veronique H.W. Pickett dated March 31, 1999; Laura V. Jones, as Trustee of the Kathleen Elizabeth Anderson Trust as established under the Will of Veronique H.W. Pickett dated March 31, 1999 by deed dated September 14, 2020.
3. Check one of the following:
(a) ___ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
(b) ___ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
(c) X EXEMPT from the deed recording fee because (exemptions #1-12) (If exempt, please skip items 4-6, and go to Item 7 of this affidavit.) (Explanation if required) I DOD
4. Check one of the following if either item 3(a) or item 3(b) above has been checked.
(a) ___ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of.
(b) ___ The fee is computed on the fair market value of the realty, which is \$ _____.
(c) ___ The fee is computed on the fair market value of the realty as established for property tax purposes, which is \$ _____.
5. Check YES ___ or NO ___ to the following: A lien or encumbrance existed on the land, tenement or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "YES", the amount of the outstanding balance of this lien or encumbrance is \$ _____.
6. The DEED Recording Fee is computed as follows:
(a) \$ _____ the amount listed in item 4 above;
(b) \$ _____ the amount listed in item 5 above (no amount place zero);
(c) \$ _____ Subtract Line 6(b) from 6(a) and place the result.
7. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as:
Legal Representative
8. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

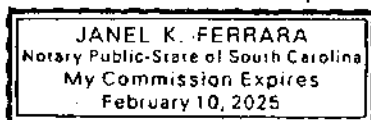


Paul B. Ferrara DA
Grantor, Grantee or Legal Representative connected with Transaction

SWORN to before me this 14th
day of September, 2020.



Notary Public for South Carolina
My Commission Expires: 2/10/2025



RECORDER'S PAGE

NOTE: This page MUST remain
with the original document



Filed By:

HELLMAN YATES & TISDALE

105 BROAD STREET, 3 FLOOR
CHARLESTON SC 29401 (BOX)

RECORDED

Date: September 29, 2020

Time: 1:58:16 PM

Book

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Deed/Dist

Michael Miller, Register
Charleston County, SC

MAKER:

PICKETT VERONIQUE W EST

Note:

RECIPIENT:

PICKETT BAYARD S JR TR AL

of Pages: 6

Recording Fee \$ 15.00

State Fee <EXEMPT>

County Fee <EXEMPT>

Extra Pages \$ -

Postage \$ -

Chattel \$ -

TOTAL \$ 15.00

Original Book:

Original Page:

AUDITOR STAMP HERE

RECEIVED From ROD

Oct 06, 2020

Peter J. Tecklenburg

Charleston County Auditor

PID VERIFIED BY ASSESSOR

RJB

REP

10/07/2020

DATE

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DRAWER

Drawer 4

CLERK

SLW



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09/29/2020

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EXHIBIT 3

EZ FILING
PROBATE COURT
CHARLESTON COUNTY, SOUTH CAROLINA
2019ES1000394
5/31/2023 9:56AM

August 12, 2020

Mr. Paul Ferrara, Esq.
Ferrara Law
8887 Old University Blvd.
North Charleston, SC 29406

Re: Accounting Request on the Estate of Veronique H.W. Pickett

Dear Mr. Ferrara,

As per our phone discussion, I am requesting the following information and updates regarding the above listed estate:

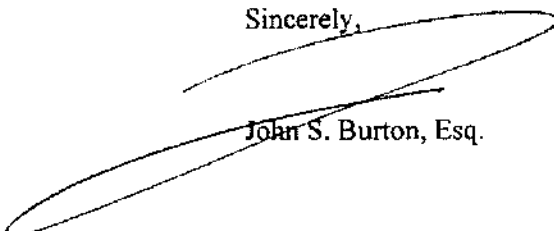
1. An accurate inventory of all estate assets from the date of death of the decedent;
2. A complete accounting of all assets for the months your client became Personal Representative on the Pickett estate to present, including but not limited to the following
 - a. All bills, debts and charges paid from the estate by your client;
 - b. All sales, income earned from rents and applicable transfers of assets in the estate to include real personal property sales and transfers;
 - c. All Personal Representative Fees taken as compensation for your client's service on the estate;
 - d. All bank, investment and financial account statements of all estate held assets;
 - e. All associated estate tax returns;
 - f. All court filings with the court of proper jurisdiction.
3. My clients would like an update regarding the sale / transfer of real property currently held by your client as a representative as soon as possible.

4. In it known to my clients that the tenants at 213 King property are moving out upon lease expiration end of this month. Since their departure will effect income generated by the estate, what is your client's plan to replace it?
5. The status of a lawsuit which was claimed to be filed by your client concerning former tenants who lived in one of the estate held properties.

We expect to have what we are requesting within fifteen business days of this letter otherwise a motion to compel you client to account will be filed in the proper jurisdiction. However, I am encouraged by our last conversation and am hopeful to avoid such action.

Please feel free to contact me directly should you have any questions.

Sincerely,

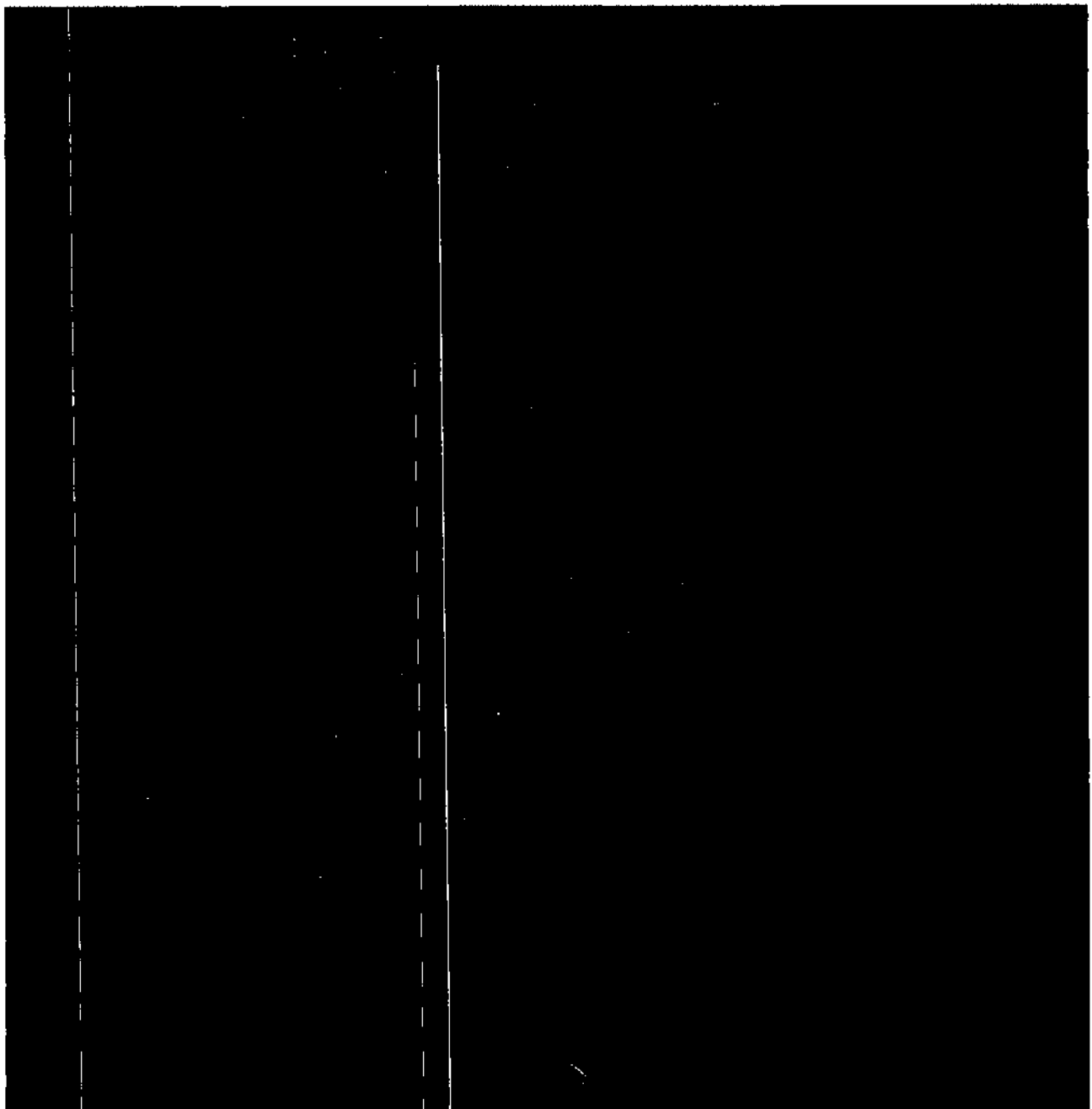


John S. Burton, Esq.

JB/mlm

CC: File

Laura Jones



From: John Burton <jburton@jsburton.org>

Sent: Thursday, September 17, 2020 2:26 PM

To: Kelly Bailey <keb@hellmanyates.com>

Cc: Jill Cohen <jill@ferraralawfirm.net>; Brian Hellman <bh@hellmanyates.com>; Paul Ferrara <paul@ferraralawfirm.net>; Janel Ferrara <janel@ferraralawfirm.net>

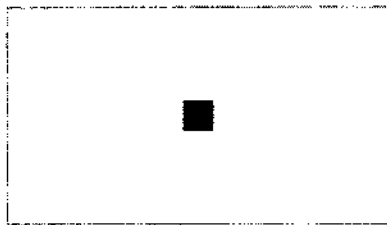
Subject: Re: 20-092 Pickett

~~EZ-FILING~~
PROBATE COURT
CHARLESTON COUNTY, SOUTH CAROLINA
2019ES1000394
5/31/2023 9:56AM

Hello Kelly. As per my last email, my clients demand that the sale proceeds remain in your escrow account based upon a devised escrow agreement until we feel comfortable with Paul's recommended distribution method. In sum, he has failed to communicate with me or via my

clients for months up until this point. Please advise.

John S. Burton, Esq., C.E.P., T.E.P.



www.jsburton.org

Tele: (757) 301-9500

Fax: (757) 301-9523

477 Viking Drive, Suite 410
Virginia Beach, Virginia 23452

5425 Discovery Park Blvd, Suite 101
Williamsburg, Virginia 23188

IRS CIRCULAR 230 DISCLOSURE:

To ensure compliance with requirements imposed by the IRS, please be informed that any tax advice contained in this communication (including any attachments) was not intended or written to be used, and cannot be used, for the purpose of (i) avoiding tax-related penalties under federal, state or local tax law or (ii) promoting, marketing or recommending to another party any transaction or matter addressed herein.

CONFIDENTIALITY NOTICE: This message originates from the law firm of J.S. Burton, P.L.C. The message and any file transmitted with it may contain confidential information which may be subject to the attorney-client privilege, or otherwise protected against unauthorized use. The information contained in this message and any file transmitted with it is transmitted in this form based on a reasonable expectation of privacy consistent with ABA Formal Opinion No. 99-413. Any disclosure, distribution, copying or use of the information by anyone other than the intended recipient, regardless of address or routing, is strictly prohibited. Please notify the sender immediately by replying to this e-mail if you have received this e-mail by mistake and delete this e-mail as well as the original email from your system.

On Thu, Sep 17, 2020 at 2:09 PM Kelly Bailey <keb@hellmanyates.com> wrote:

Please note that as I was typing this email, I was made aware that one the of granddaughters is not over the age of 35. I understand that additional revisions will be forthcoming because someone else will have to be her Trustee per both Wills. The comments and documents below are based on the information we had from you at the time. We will need to revise all documents once her Trustee is named. I believe it will still be valuable to review them as to form with the understanding that her Trustee's name will need to be changed.

Good Afternoon,

Attached please find markups to the Certifications of Trust, Deeds and Deed Affidavits. The comments are subject to approval by the title company.

My understanding is that the below email was to contain the "complete" package of Seller documents after Brian Hellman's email with Ms. Ferrara. I did not see any 1099-S forms in the attachments in your email. We previously sent comments to 1099-S that were included in earlier draft Seller packages, but we have not seen revisions returned on those. Also, the earlier 1099-S you provided added up to \$8 million total, but it divided the proceeds amongst the Sellers equally. Based on that, I divided the gross proceeds into 6 equal parts (+/- one cent), but to equal the \$4 million purchase price. If this division is not correct, please advise. Draft 1099-S that we have prepared are attached.

I only saw two I-295 total in the package in the below email. One was to Mr. Pickett individually (which we do not believe is needed and should be in the names of his trusts), and the other was for one of Ms. Anderson's trusts. I've seen earlier draft I-295 circulated that we had comments to, so not clear on why those were not included in the "complete" package. We went ahead and drafted the I-295, which are attached.

The FIRPTA provided named Bayard, Kathleen, and Laura individually instead of their trusts. We previously provided comments to the FIRPTA, but this version did not incorporate any comments. I marked up the provided FIRPTA and then drafted the remaining FIRPTA based on that document.

I don't think we need the general title owner's affidavit/indemnity agreement provided in their individual names. We provided affidavits from First American. Please let us know if you disagree.

We prepared the I-290 forms that we previously requested, and they are attached here. We completed the portions we were able to, but we can't complete the rest until the gain is provided and the withholding is determined. This document is not signed by the Sellers, but we will need information specific to the Sellers to complete.

Please note that we do not have the EIN to complete any of the documents that require it.

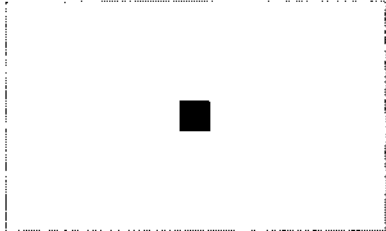
Thank you,
Kelly

Kelly E. Bailey
Corporate & Property Paralegal
Hellman Yates & Tisdale
105 Broad Street, Third Floor
Charleston, South Carolina 29401
direct 843 410-0618
office 843 266-9099
facsimile 843 266-9188
email keb@hellmanyates.com

On Sep 16, 2020, at 4:21 PM, Jill Cohen <jill@ferraralawfirm.net> wrote:

All Word Versions

Sincerely,
Jill Cohen
Paralegal

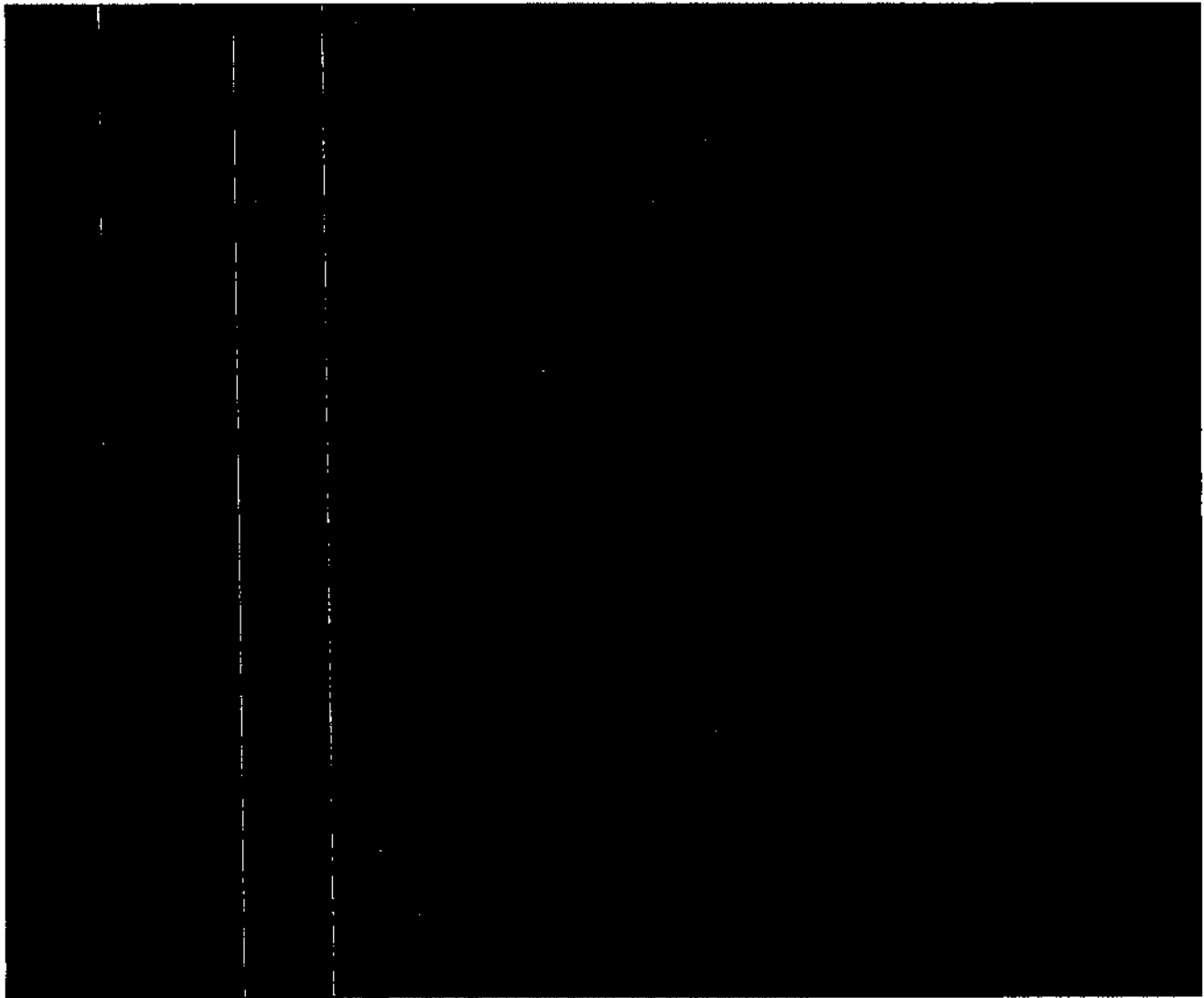


8887 Old University Blvd., Ste. 201
N. Charleston, SC 29406
(843) 569-5511 (office)
(843) 569-5411 (fax)

This e-mail and the information transmitted is PRIVILEGED and CONFIDENTIAL information and is the property of the sender. If you are not the intended recipient, or the employee or agent responsible for delivering it to the intended recipient, you are hereby notified that any dissemination or copying of this information, or the taking of any action in reliance on the content of this information is strictly prohibited. If you have received this email in error, please immediately contact Paul B. Ferrara III with Ferrara Law Firm, PLLC at (843) 569-5511 and please delete the original transmittal of this information.

<Warranty Deed.doc><Bayard Scott Pickett Jr aka Bayrd SD. Pickett I-295.doc><Certificate of Trust Deed of Distribution.docx><Certificate of Trust Bayard for Veronique Trust.docx><Certificate of Trust Bayard Scott Pickett Jr.docx MOM.docx><Affidavit of Consideration WD.docx><Affidavit of Consideration QCD.docx><Deed of Distribution.doc><Affidavit of Consideration DOD.docx><Affidavit of Consideration.docx><Bayard S.docx><SELLERS DOCS CHARLESTON.doc><Certificate of Trust Laura V. Jones.docx Bayard Settlor.docx><Certificate of Trust Laura V. Jones.docx><QCD.doc><Certificate of Trust Kathleen Elizabeth Anderson.docx Bayard Settlor.docx><Certificate of Trust Kathleen Elizabeth Anderson.docx><Certificate of Trust.docx>

EXHIBIT 5



From: John Burton <jburton@jsburton.org>

Sent: Thursday, September 17, 2020 9:26:27 AM

To: Paul Ferrara <paul@ferraralawfirm.net>

Cc: Laura Jones <ljones@cardinalbaytitlellc.com>; Jill Cohen <jill@ferraralawfirm.net>;
bh@hellmanyates.com <bh@hellmanyates.com>; keb@hellmanyates.com <keb@hellmanyates.com>

Subject: Re: Closing on Pickett/ 213 & 215 King Property

PROBATE COURT
CHARLESTON COUNTY, SOUTH CAROLINA
2019ES1000394
5/31/2023 9:56AM

Paul,

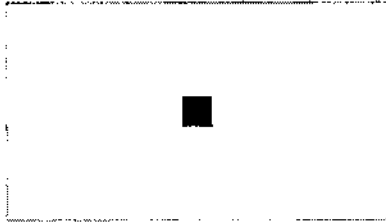
My clients request that all sale proceeds remain in escrow until we can work through both the tax and estate issues before any funds are automatically distributed. We have grave concerns that the documents you have quickly forced down my client's backs reflect grave errors in how the sale proceeds are distributed to the beneficiaries.

What is more, your short sighted consideration of the tax ramifications of this closing in electing to at the twelve hour confer with a CPA gives us the logical impression that you do not know what you are doing at the most, or are inattentive at the very least.

I want confirmation from you and from the escrow attorney that all funds will be held in escrow

until we can work through the estate and tax issues. I would recommend that we sign an escrow agreement to allow us the proper amount of time. I have advised my clients not to sign any estate related distribution documents until we are all on the same page.

John S. Burton, Esq., C.E.P., T.E.P.



www.jsburton.org

Tele: (757) 301-9500

Fax: (757) 301-9523

477 Viking Drive, Suite 410
Virginia Beach, Virginia 23452

5425 Discovery Park Blvd, Suite 101
Williamsburg, Virginia 23188

IRS CIRCULAR 230 DISCLOSURE:

To ensure compliance with requirements imposed by the IRS, please be informed that any tax advice contained in this communication (including any attachments) was not intended or written to be used, and cannot be used, for the purpose of (i) avoiding tax-related penalties under federal, state or local tax law or (ii) promoting, marketing or recommending to another party any transaction or matter addressed herein.

CONFIDENTIALITY NOTICE: This message originates from the law firm of J.S. Burton, P.L.C. The message and any file transmitted with it may contain confidential information which may be subject to the attorney-client privilege, or otherwise protected against unauthorized use. The information contained in this message and any file transmitted with it is transmitted in this form based on a reasonable expectation of privacy consistent with ABA Formal Opinion No. 99-413. Any disclosure, distribution, copying or use of the information by anyone other than the intended recipient, regardless of address or routing, is strictly prohibited. Please notify the sender immediately by replying to this e-mail if you have received this e-mail by mistake and delete this e-mail as well as the original email from your system.

From: Paul Ferrara <paul@ferraralawfirm.net>

Sent: Thursday, September 17, 2020 2:40 PM

To: John Burton <jburton@jsburton.org>

Cc: Laura Jones <ljones@CardinalBayTitleLLC.com>; Jill Cohen <jill@ferraralawfirm.net>;

bh@hellmanyates.com <bh@hellmanyates.com>; keb@hellmanyates.com
<keb@hellmanyates.com>

Subject: Re: Closing on Pickett/ 213 & 215 King Property

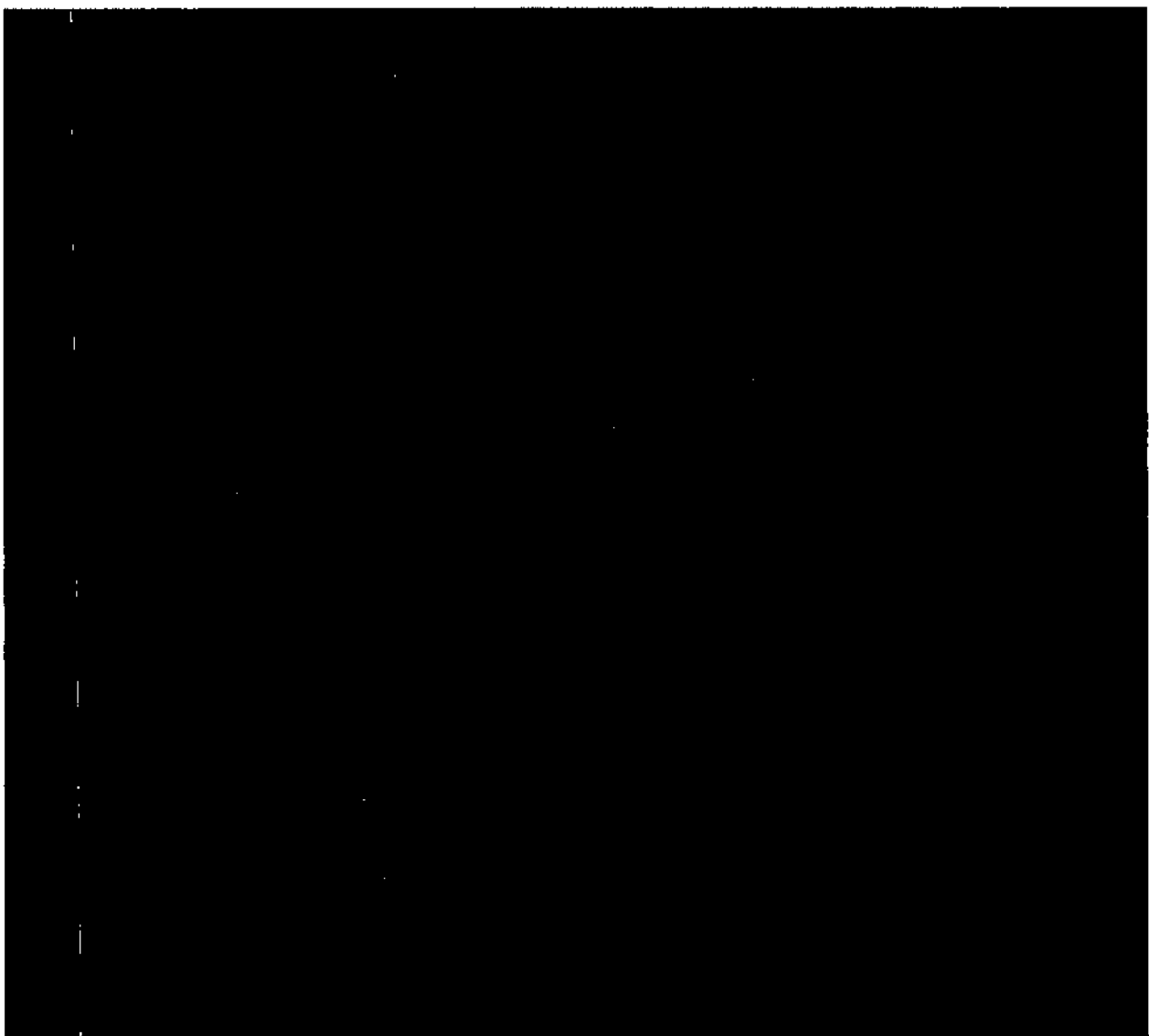
John,

I suspect you do not realize what type of client you are dealing with. I fully understand what I am doing. Please call me at 843-478-0387 to discuss.

Sincerely,
Paul B. Ferrara, III
FERRARA LAW FIRM, PLLC
2300 Otranto Road
North Charleston, South Carolina 29406
(843) 569-5511 Office
(843) 569-5411 Fax

This e-mail and the information transmitted is PRIVILEGED and CONFIDENTIAL information and is the property of the sender. If you are not the intended recipient, or the employee or agent responsible for delivering it to the intended recipient, you are hereby notified that any dissemination or copying of this information, or the taking of any action in reliance on the content of this information is strictly prohibited. If you have received this email in error, please immediately contact Paul B. Ferrara III with Ferrara Law Firm, PLLC at (843) 569-5511 and please delete the original transmittal of this information.

Sent via I-Phone X!



From: Laura Jones
Sent: Thursday, March 18, 2021 6:16:37 PM
To: Tina Markferding <Tina@ferraralawfirm.net>
Subject: Pickett Estate

EZ FILING
PROBATE COURT
CHARLESTON COUNTY, SOUTH CAROLINA
2019ES1000394
5/31/2023 9:56AM

Hi Tina,

Thank you so much for speaking with me regarding the request for below copies. I am in need of several items and am grateful for your help!

Items 1 and 2 below were requested several times by our trust attorney in May 2020 and Paul verbally advised he would send them over in their last conversation. The Sale of properties occurred shortly thereafter and that was understandably a time consumption for sure! If you/he could pass those along now that things have settled, we would be most appreciative!

1. Copies of the records (bank statements, receipts, etc.) provided to Paul from Trustee for the Bayard Pickett Estate from date of Bayard Pickett's passing through distribution.
2. Copies of the records (bank statements, receipts, etc.) provided to Paul from Trustee for the Veronique Pickett Estate Trust account 1 and then 2, from date of establishment through sale of properties.
3. The signed settlement copies, including all tax forms, settlement forms, trust forms etc. for 213 and 215 King St.
4. An update on current probate and tax filing progress for Veronique Pickett Estate
5. Statement and receipt copies for Veronique Pickett Estate trust account since sale of properties through today
6. Estimated completion/distribution dates, for Veronique Pickett Estate, as it has been 6 months since sale.

Thank you again very much for your time and assistance!



Laura V. Jones
Managing Director & Underwriter
4642 Haygood Road, Virginia Beach, VA 23455
(757) 500-7800 (p) (757) 500-7801 (f)
ljones@cardinalbaytitlellc.com



stewart
Vetted and verified.

Both Laura Jones and Cardinal Bay Title LLC intend that this message be used exclusively by the addressee(s). This message may contain information that is privileged, confidential and exempt from disclosure under applicable law. Unauthorized disclosure or use of this information is strictly prohibited. If you have received this communication in error, please permanently dispose of the original message and notify Laura Jones immediately at 757-500-7800. Thank you.

SAXTON & STUMP
LAWYERS AND CONSULTANTS

151 Meeting Street, Suite 400, Charleston, SC 29401 P: (843) 414-5080 • F: (843) 580-8303

Direct Dial: 843.277.8034
Email: ep@saxtonstump.com

March 23, 2023

VIA EMAIL AND U.S. MAIL

Paul B. Ferrara, III, Esquire
8887 Old University Blvd. Ste 201
N. Charleston, SC 29406-9603
paul@ferraralawfirm.net

EZ FILING
PROBATE COURT
CHARLESTON COUNTY, SOUTH CAROLINA
2019E51000394
5/31/2023 9:56AM

Re: Estate of Veronique H.W. Pickett & Bayard Scott Pickett, Sr. Trust

Dear Paul:

I hope you are doing well. I have been retained by Laura Jones, individually and as Trustee of her trusts and her sister Katy's trusts established under the wills of their grandparents, Bayard Scott Pickett (Sr.) ("BSP") and Veronique H.W. Pickett ("VHWP"). I understand that you represent Bayard Scott Pickett, Jr., in his capacity as (Former) Personal Representative of the Estate of Veronique H.W. Pickett and Trustee under the Will of Bayard Scott Pickett, Sr. dated 3/31/99. Please confirm that you do, in fact, represent him in these capacities upon your receipt of this letter.

I have reviewed the wills in question, the documents on file with the probate court in each of the estates, and the deeds concerning the various conveyances of 213 and 215 King Street in Mt. Pleasant (the "Property"). While my initial intent was to assist my client in obtaining the distributions her trusts and her sister's trusts are owed, I have become increasingly concerned at the manner in which your client has fulfilled, or perhaps more accurately, failed to fulfill his various fiduciary duties.

My client has requested information about the estates' finances and the administration of the BSP Trust – information that she is entitled to – for years and those requests have been ignored or refused. Your client's duties as Trustee of the BSP Trust, include:

1. Duty to administer the Trust according to the Trust instrument and for the interests of the beneficiaries (S.C. Code Ann. §62-7-801);
2. Duty to the not to place the Trustee's own interests over those of the beneficiaries (S.C. Code Ann. §62-7-802);
3. Duty to report information about the Trust on reasonable request and to account to beneficiaries at least on an annual basis, unless specifically waived (S.C. Code Ann. §62-7-813); and,

SAXTON & STUMP

LAWYERS AND CONSULTANTS

151 Meeting Street, Suite 400, Charleston, SC 29401 P: (843) 414-5080 • F: (843) 580-8303

4. Duty to deal impartially with beneficiaries (S.C. Code Ann. §62-7-803).

Upon information and belief, the annual report of trust property has not been sent since the BSP Trust was created at BSP's death on December 21, 2009.¹ Moreover, your client was required to distribute the corpus of the BSP Trust upon VHWP's death on December 18, 2018, but this was not done until years later, with no accounting for the income realized by the BSP Trust's 50% ownership interest in the Property.² While the BSP Trust's interest in the Property was finally conveyed to my client's trust and that of her sister immediately prior to the sale of the Property, and those proceeds were distributed accordingly, the same cannot be said for the proceeds of the other 50% ownership of the Property (approx. \$1.7mm), which had been distributed from VHWP's Estate to Laura's, Katy's, and your client's trusts, established under VHWP's Will (dated 3/31/99), prior to the sale. This is concerning for many reasons. As closing attorney and apparently the preparer of the deeds, you must be aware that two of the sellers of the Property, Laura's and Katy's Trusts (established under VHWP's Will), received none of the proceeds from that 2020 sale. They don't even know where those funds are located because all requests for information have been refused.

Furthermore, it appears that your client absolutely failed administer VHWP's Estate. No inventory or appraisal was ever filed, no proposal for distribution was filed – the probate court ended up administratively closing the Estate. While your client may, and probably will, maintain that the Estate's only probate asset was the Property, my client is aware of at least one account owned by VHWP that had a balance in excess of \$100,000 at the time of her death. There is also substantial personal property which has not been accounted for.

We demand that your client produce the following by April 3, 2023:

1. Full and formal accounting for the BSP Trust from 12/21/09 to present³ showing, at a minimum, all assets, all income, and all disbursements (including any trustee fees taken);
2. Copies of all financial statements(s) and/or banking statement(s) pertaining to the BSP Trust from 12/21/09 to present;
3. Full and formal accounting for the Estate of VHWP showing, at a minimum, all assets, all income, and all disbursements (including any personal representative fees taken);
4. Copies of all financial statements(s) and/or banking statement(s) pertaining to the Estate of VHWP;

¹ §62-7-813(c)(1)(B) requires trustee to send annual a written report of trust property, may include a copy of the fiduciary income tax return, copies of bank or brokerage statements, a list of assets and if feasible, the market values of those assets, liabilities, receipts and the disbursements, including the source and amount of the trustee's compensation.

² Absolute liability arises when the trustee fails to do some mandatory act required by the express terms of the trust instrument. *Cartee v Lesley*, 290 S.C. 333, 350 S.E.2d 388 (1986).

³ Article 11.1 of the BSP Trust requires "Trustee... shall make available a statement of receipts and disbursements and an investment review of the assets of the... Trust at least annually".

SAXTON & STUMP

LAWYERS AND CONSULTANTS

151 Meeting Street, Suite 400, Charleston, SC 29401 P: (843) 414-5080 • F: (843) 580-8303

5. Full and formal accounting for the proceeds from the sale of the Property, including all trust account, escrow account, and bank statements for accounts that have held or are holding any portion of those proceeds;
6. Copies of all listing agreements, appraisals, and/or offers made on the Property;
7. Copies of closing documents for the sale of the Property, including evidence of payments, disbursements, wire transfers, and anything else showing the disposition of the proceeds of the sale;
8. Copies of all professional invoices paid from the BSP Trust, the Estate of VHWP, or the proceeds of the sale of the Property; and
9. A complete copy of federal and state tax returns as follows:
 - a. Veronique H.W. Pickett for years 2016 to present;
 - b. Estate of Veronique H.W. Pickett for all years filed; and
 - c. BSP Trust for all years filed.

I am hopeful that our suspicions as to the extent of your client's breaches of fiduciary duties and other wrongdoing will be quelled by the documents requested. However, should your client refuse to provide this long-overdue information, we are prepared to take immediate action to hold your client, and those who worked in concert with him, accountable. From the outside, it appears that there have been a number of egregious breaches of trust.

Upon your receipt of this letter, please confirm that you do, in fact, represent Bayard Scott Pickett, Jr., in the capacities set forth herein. Time is of the essence, and we will need to pursue these matters with him directly if you no longer represent him. I look forward to hearing from you and am available should you wish to discuss this matter.

Sincerely,



Elizabeth J. Palmer

EP/cb

HELLMAN YATES & TISDALE

ATTORNEYS AND COUNSELORS AT LAW

EZ FILING
 PROBATE COURT
 CHARLESTON COUNTY, SOUTH CAROLINA
 2019ES1000394
 5/31/2023 9:56AM

HELLMAN YATES & TISDALE, PA
 105 BRAD STREET, THIRD FLOOR
 CHARLESTON, SOUTH CAROLINA 29401
 P 843 266-8050
 F 843 266-9188

SELLER'S STATEMENT OF CLOSING COSTS

Purchaser: CJP REALTY, LLC, A SOUTH CAROLINA LIMITED LIABILITY COMPANY
 Seller: (i) BAYARD S. PICKETT, JR. A/K/A BAYARD SCOTT PICKETT, JR., AS TRUSTEE OF THE BAYARD SCOTT PICKETT, JR. TRUST AS ESTABLISHED UNDER THE WILL OF BAYARD SCOTT PICKETT, SR. DATED MARCH 31, 1999; (ii) BAYARD S. PICKETT, JR. A/K/A BAYARD SCOTT PICKETT, JR., AS TRUSTEE OF THE BAYARD SCOTT PICKETT, JR. TRUST AS ESTABLISHED UNDER THE WILL OF VERONIQUE H.W. PICKETT DATED MARCH 31, 1999; (iii) BAYARD S. PICKETT, JR. A/K/A BAYARD SCOTT PICKETT, JR. AS THE PERSONAL REPRESENTATIVE OF THE ESTATE OF VERONIQUE H.W. PICKETT; (iv) BAYARD S. PICKETT, JR. A/K/A BAYARD SCOTT PICKETT, JR., INDIVIDUALLY; (v) LAURA V. JONES, AS TRUSTEE OF THE LAURA V. JONES TRUST AS ESTABLISHED UNDER THE WILL OF BAYARD SCOTT PICKETT, SR., DATED MARCH 31, 1999; (vi) LAURA V. JONES, AS TRUSTEE OF THE LAURA V. JONES TRUST AS ESTABLISHED UNDER THE WILL OF VERONIQUE H.W. PICKETT DATED MARCH 31, 1999; (vii) LAURA V. JONES, INDIVIDUALLY; (viii) LAURA V. JONES, AS TRUSTEE OF THE KATHLEEN ELIZABETH ANDERSON TRUST AS ESTABLISHED UNDER THE WILL OF BAYARD SCOTT PICKETT, SR. DATED MARCH 31, 1999; (ix) LAURA V. JONES, AS TRUSTEE OF THE KATHLEEN ELIZABETH ANDERSON TRUST AS ESTABLISHED UNDER THE WILL OF VERONIQUE H.W. PICKETT DATED MARCH 31, 1999; (x) KATHLEEN ELIZABETH ANDERSON, INDIVIDUALLY
 Property: 213 & 215 KING STREET, MOUNT PLEASANT, SC 29464
 Closing Date: _____, 2020

PURCHASE PRICE:	\$ 4,000,000.00
LESS AMOUNT DUE FROM SELLER:	
South State Bank: Mortgage Payoff (Interest thru 10/14/2020)	30,361.58
Ferrara Law Firm, PLLC: Seller's Counsel Fees	4,000.00
Ferrara Law Firm, PLLC: Wire/Courier Fees	150.00
US Department of Treasury: Withholding Taxes	150,000.00
SC DOR: Non-Resident Withholding (Estate of Veronique H.W. Pickett)	12,768.98
SC DOR: Non-Resident Withholding (BSP, Jr. Trust under BSP, Sr. Will)	3,192.24
SC DOR: Non-Resident Withholding (BSP, Jr. Trust under VHWP Will)	3,192.24
SC DOR: Non-Resident Withholding (LVJ Trust under BSP, Sr. Will)	1,596.12
SC DOR: Non-Resident Withholding (LVJ Trust under VHWP Will)	1,596.12
SC DOR: Non-Resident Withholding (KEA Trust under BSP, Sr. Will)	1,596.12
SC DOR: Non-Resident Withholding (KEA Trust under VHWP Will)	1,596.12
Keller Williams Realty: Broker's Commission	90,000.00
Disher, Hamrick & Myers Residential, Inc.: Broker's Commission	120,000.00
Seabreeze Construction: Invoice for Labor (July 18 - 20)	2,520.00
Seabreeze Construction: Invoice for Labor (November 7 - 26)	4,500.00
Seabreeze Construction: Invoice for Labor (September 12 - October 7)	7,200.00
Seabreeze Construction: Invoice for Cleaning Services (January)	200.00
Seabreeze Construction: Invoice for Garbage Management	215.00
Charleston County Taxes 01/01/2020 to 09/29/2020 (213 King)	17,909.09
Charleston County Taxes 01/01/2020 to 09/29/2020 (215 King)	11,630.09
Charleston County Register of Deeds: Memorandum of Trust Recording Fees	70.00
Charleston County Register of Deeds: Deed Recording Fees	30.00
Charleston County Register of Deeds: Deed Stamps	14,800.00
Hellman Yates & Tisdale, PA: Wire Fee	30.00
	\$ 479,153.70

TOTAL CASH DUE TO SELLER: \$ 3,520,846.30
 DISBURSEMENTS CONTINUED ON FOLLOWING PAGE

[SIGNATURE PAGES TO FOLLOW]

TOTAL CASH DUE TO SELLER:	<u>\$ 3,520,846.30</u>

CASH DUE TO THE ESTATE OF VERONIQUE H.W. PICKETT	<u>\$ 1,760,423.15</u>

CASH DUE TO BAYARD S. PICKETT, JR. A/K/A BAYARD SCOTT PICKETT, JR., AS TRUSTEE OF THE BAYARD SCOTT PICKETT, JR. TRUST AS ESTABLISHED UNDER THE WILL OF BAYARD SCOTT PICKETT, SR. DATED MARCH 31, 1999	<u>\$ 880,211.57</u>

CASH DUE TO LAURA V. JONES, AS TRUSTEE OF THE LAURA V. JONES TRUST AS ESTABLISHED UNDER THE WILL OF BAYARD SCOTT PICKETT, SR. DATED MARCH 31, 1999	<u>\$ 440,105.79</u>

CASH DUE TO LAURA V. JONES, AS TRUSTEE OF THE KATHLEEN ELIZABETH ANDERSON TRUST AS ESTABLISHED UNDER THE WILL OF BAYARD SCOTT PICKETT, SR. DATED MARCH 31, 1999	<u>\$ 440,105.79</u>

[SIGNATURE PAGES TO FOLLOW]

Disbursement in accordance with the above is hereby approved and authorized.

SELLER:

BAYARD S. PICKETT, JR. A/K/A BAYARD SCOTT PICKETT,
JR., AS TRUSTEE OF THE BAYARD SCOTT PICKETT, JR. TRUST
AS ESTABLISHED UNDER THE WILL OF BAYARD SCOTT
PICKETT, SR. DATED MARCH 31, 1999

BAYARD S. PICKETT, JR. A/K/A BAYARD SCOTT PICKETT,
JR., AS TRUSTEE OF THE BAYARD SCOTT PICKETT, JR.
TRUST AS ESTABLISHED UNDER THE WILL OF VERONIQUE
H.W. PICKETT DATED MARCH 31, 1999

BAYARD S. PICKETT, JR. A/K/A BAYARD SCOTT PICKETT,
JR. AS THE PERSONAL REPRESENTATIVE OF THE ESTATE
OF VERONIQUE H.W. PICKETT

BAYARD S. PICKETT, JR. A/K/A BAYARD SCOTT PICKETT, JR.,
INDIVIDUALLY

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

LAURA V. JONES, AS TRUSTEE OF THE LAURA V. JONES
TRUST AS ESTABLISHED UNDER THE WILL OF BAYARD
SCOTT PICKETT, SR., DATED MARCH 31, 1999

LAURA V. JONES, AS TRUSTEE OF THE LAURA V. JONES
TRUST AS ESTABLISHED UNDER THE WILL OF VERONIQUE
H.W. PICKETT DATED MARCH 31, 1999

LAURA V. JONES, INDIVIDUALLY

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

**LAURA V. JONES, AS TRUSTEE OF THE KATHLEEN
ELIZABETH ANDERSON TRUST AS ESTABLISHED
UNDER THE WILL OF BAYARD SCOTT PICKETT, SR.
DATED MARCH 31, 1999**

**LAURA V. JONES, AS TRUSTEE OF THE KATHLEEN
ELIZABETH ANDERSON TRUST AS ESTABLISHED
UNDER THE WILL OF VERONIQUE H.W. PICKETT
DATED MARCH 31, 1999**

KATHLEEN ELIZABETH ANDERSON, INDIVIDUALLY

EXHIBIT 9

IRVIN G. CONDON
Judge of Probate

TAMARA C. CURRY
Associate Judge of Probate

LENN A. KIRCHNER
Associate Judge of Probate

PETER A. KOUTEN
Associate Judge of Probate



ESTATE DIVISION
HISTORIC COURTHOUSE
84 BROAD STREET
CHARLESTON, SC 29401
843-958-5030

EZ FILING
PROBATE COURT
CHARLESTON COUNTY, SOUTH CAROLINA
2019ES1000394
5/31/2023 9:56AM

January 19, 2022

NOTICE OF NON FILING AND RULE 4 ORDER (copy enclosed)

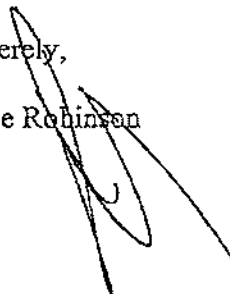
Dear Sir or Madam:

Enclosed is a copy of the Rule 4 Order the judge issued, a result of non compliance/inactivity with regards to the directives issued by this Court. I have been instructed to close the estate file. Please note that all unpaid filed creditors shall receive a copy of the Rule 4 Order, as well.

Please contact me should you have any questions: 843.958.5036 or 843.666.4701 or jrobinson@charlestoncounty.org.

Sincerely,

Jamie Robinson



STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)
)
IN THE MATTER OF:)
VERONIQUE W. PICKETT)
(Decedent))

IN THE PROBATE COURT

**APPLICATION/PETITION FOR APPOINTMENT
OF SPECIAL ADMINISTRATOR**

CASE NUMBER: 2019-ES-10-00394

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

*LAURA V. JONES, AS TRUSTEE OF THE LAURA V.
JONES TRUST AS ESTABLISHED BY THE WILL OF
VERONIQUE H.W. PICKETT DATED MARCH 31,
1999 AND AS TRUSTEE OF THE KATHLEEN B.
ANDERSON TRUST AS ESTABLISHED UNDER THE
WILL OF VERONIQUE H.W. PICKETT DATED
MARCH 31, 1999,
Petitioner(s)

vs.

*BAYARD SCOTT PICKETT, JR.,
Respondent(s)

EZ FILING
PROBATE COURT
CHARLESTON COUNTY, SOUTH CAROLINA
2019ES1000394
6/27/2023 2:18PM

☐ **INFORMAL** ☒ ***FORMAL**

Appointment of a Special Administrator is requested:

INFORMAL PROCEEDING:

- ☐ to protect the Estate of Decedent prior to the appointment of a general Personal Representative.
- ☐ to safeguard Estate assets until a Successor Personal Representative is appointed due to the death or disability of _____, the previously appointed Personal Representative.
- ☐ to enforce a creditor's security interest upon property of the Estate or to institute proceedings to establish the Decedent's liability to the extent of the limits of insurance protection only.
- ☐ to take appropriate actions involving Estate assets, specifically: _____.
- ☐ to obtain medical, tax, or other confidential records, specifically: _____.
- ☐ to gain access to and take possession of any Wills, deeds to cemetery plots, and insurance policies, or other Estate related documents in Decedent's safe deposit box located at: _____.
- ☐ Other: _____.

FORMAL PROCEEDING:

- ☒ Appointment of a Special Administrator is requested to preserve the Estate and to secure the Estate and to secure the Estate's proper administration because: SEE ATTACHED.
- ☐ Other: _____.

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

VERIFICATION

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

SWORN to before me this

23rd day
of June, 2023

Kim Reel

Notary Public for South Carolina VA

My Commission Expires: 11/30/25



Signature: [Signature]

Name: LAURA V. JONES

Address: 4517 CLYDE STREET

VIRGINIA BEACH, VA 23455

Work: (757) 500-7800

Home: _____

(Cell): (757) 776-2206

Email: LJONES@CARDINALBAYTITLELLC.COM

Relationship to Decedent/Estate: TRUSTEE OF DEVISEES

ORDER FOR HEARING

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

DATE: _____

TIME: _____

PLACE: _____

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

Executed this _____ day of _____, 20____.

_____, Probate Court Judge

ORDER OF APPOINTMENT

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

☐ GRANTED ☐ DENIED as follows:

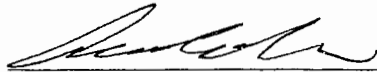
RESTRICTIONS: _____

Executed this _____ day of _____, 20____.

_____, Probate Court Judge

QUALIFICATION AND STATEMENT OF ACCEPTANCE

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

Signature: 
Print Name: ANDREW E. RHEA, ESQUIRE
EVANS, CARTER, KUNES & BENNETT, PA
Address: 115 CHURCH STREET
CHARLESTON, SC 29401
Telephone (Work): (843) 577-2300
(Home):
(Cell):
Email: RHEA@ECKB.COM

Attorney: _____
Address: _____
Telephone: _____
Email: _____

for Subsequent Administration and Appointment of Personal Representative filed with this Court by Bayard Scott Pickett, Jr., on May 19, 2023.

Present at the hearing were Elizabeth J. Palmer, Esquire, attorney for Petitioner Laura V. Jones, Respondent Bayard Scott Pickett, Jr., and his attorney, Paul B. Ferrara, III, Esquire, and Eric B. Laquiere, Esquire, attorney for Katherine E. Anderson.

Based upon a review of the record in this matter, evidence and testimony presented at the hearing, and the laws of the State of South Carolina, the Court makes the following findings of fact and conclusions of law:

FINDINGS OF FACT AND PROCEDURAL HISTORY

1. The Decedent, Veronique W. Pickett, died on December 18, 2018. At the time of her death, she was a resident of Virginia Beach, Virginia, but owned real property in Charleston County, South Carolina.

2. At the time of her death, the Decedent was survived by her son, Bayard Scott Pickett, Jr., and her two granddaughters, Laura V. Jones and Kathleen E. Anderson.

3. On March 1, 2019, Bayard Scott Pickett, Jr., son of the Decedent, filed an Application for Informal Appointment of Personal Representative.

4. On March 11, 2019, Bayard Scott Pickett, Jr. (hereinafter, Respondent), was appointed as Personal Representative of the Estate and the Decedent's Will, dated March 31, 1999, was admitted to probate.

5. Pursuant to the Will, the devisees of the Estate are as follows with their respected shares as indicated:

50%: Bayard Scott Pickett, Jr., Trust as established under the Will of Veronique H.W. Pickett dated March 31, 1999

25%: Laura V. Jones Trust as established under the Will of Veronique H.W. Pickett dated March 31, 1999

25%: Kathleen E. Anderson Trust as established under the Will of Veronique H.W. Pickett dated March 31, 1999

6. By letter dated June 21, 2019, the Court notified Bayard Scott Pickett, Jr., that the Estate's Inventory and Appraisement was overdue and demanded that it be filed within twenty days. Not receiving the requested filings, by letter dated September 21, 2020, the Court again demanded that the Inventory and Appraisement and other required documents, be filed within 20 days. On March 25, 2021, the Court sent a final demand that Bayard Scott Pickett, Jr., file the required documentation, including, a Final Accounting and Proposal for Distribution. None of the requested or required documents were filed.

7. Due to Respondent's failure to file required documents after multiple demands by the Court dating back to June 21, 2019, the Court ultimately closed the Estate by Order dated January 19, 2022, pursuant to Rule 4. Bayard Scott Pickett, Jr., has not subsequently been reappointed as Personal Representative.

8. As of the date of the hearing in this matter, 4 ½ years after opening the Estate and being appointed as Personal Representative, Respondent had never filed an Inventory and Appraisement. Respondent also failed to file an Interim Accounting in those 4 ½ years, although he testified at the hearing that the Estate originally had approximately \$80,000 in cash.

9. Additionally, Respondent testified at the hearing that he had, just that day, attempted to file an Inventory and Appraisement listing the Decedent's real property, located in Mt. Pleasant, SC, and valuing it at \$4,000,000.

10. Respondent further testified that he had just recently transferred the proceeds from the sale of the real property out of an Estate account and into various accounts, some of which are neither Estate, nor fiduciary.

CONCLUSIONS OF LAW

11. This Court has jurisdiction over this matter and venue is proper pursuant to S.C. Code Ann. §§ 62-1-302 and 62-3-201(b).

12. This Court finds that proper notice was given to all parties with an interest in this matter pursuant to S.C. Code Ann. § 62-1-401.

13. Pursuant to S.C. Code Ann. § 62-3-614(2), a special administrator may be appointed “in a formal proceeding by order of the court on the petition of any interested person and finding, after notice and hearing, that appointment is necessary to preserve the estate or to secure its proper administration including its administration in circumstances where a general personal representative cannot or should not act.”

14. The Court finds that the appointment of a Special Administrator is necessary to preserve the Estate and to secure its proper administration. Therefore, the Court appoints C. Mac Gibson, Esquire as the Special Administrator of this Estate. Mr. Gibson has extensive experience in probate matters and has agreed to serve as a fiduciary to this Court.

15. Mr. Gibson, as Special Administrator, shall proceed with the administration of the Decedent’s Estate pursuant to the South Carolina Probate Code.

NOW THEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED that, pursuant to S.C. Code Ann. § 62-3-614, C. Mac Gibson, Esquire, is hereby appointed as Special Administrator of the Estate of Veronique W. Pickett; it is further

ORDERED, ADJUDGED, AND DECREED that Attorney Gibson shall not be required to obtain a bond and shall have all powers of a general Personal Representative in proceeding with the administration of this Estate; it is further

ORDERED, ADJUDGED, AND DECREED that all parties shall fully cooperate with the Special Administrator to ensure efficient and effective administration of the Estate; it is further

ORDERED, ADJUDGED, AND DECREED that the Special Administrator shall keep records of all his time devoted to this file and shall submit an Affidavit of Attorney's Fees, itemized statement of his bill, and a proposed order to the Court. These fees shall be paid from the Estate, upon Court approval, pursuant to the South Carolina Probate Code; it is further

ORDERED, ADJUDGED, AND DECREED that Petitioner Laura V. Jones may submit to the Court, and serve on all parties, an Affidavit of Attorney's Fees and itemized statement of costs incurred in connection with her Petition for Formal Appointment of Special Administrator. Respondent shall have 30 days from service thereof to submit any response; it is further

ORDERED, ADJUDGED, AND DECREED that this Order is subject to such further Orders of this Court as may become necessary.

IT IS SO ORDERED.


DAVID MICHEL
Associate Judge of Probate
Charleston County

This 27 day of September, 2023
Charleston, South Carolina.

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)
)
IN THE MATTER OF:)
)
VERONIQUE W. PICKETT,)
LAURA V. JONES, AS TRUSTEE OF)
THE LAURA V. JONES TRUST AS.)
ESTABLISHED BY THE WILL OF)
VERONIQUE H.W. PICKETT DATED)
MARCH 31, 1999 AND AS TRUSTEE)
OF THE KATHLEEN E. ANDERSON)
TRUST AS ESTABLISHED UNDER)
THE WILL OF VERONIQUE H.W.)
PICKETT DATED MARCH 31, 1999,)
)
PETITIONERS,)
)
V.)
)
BAYARD SCOTT PICKETT, JR.)
)
RESPONDENT.)

IN THE PROBATE COURT
CASE NO.:2019-ES-10-0394

**NOTICE OF MOTION AND
MOTION TO RECONSIDER**

EZ FILING
PROBATE COURT
CHARLESTON COUNTY, SOUTH CAROLINA
2019ES1000394
10/9/2023 4:48PM

FILED

MAR 12 2024

JULIE J. ARMSTRONG
CLERK, C.P. & G.S.

PLEASE TAKE NOTICE that ten (10) days hence or as soon thereafter as counsel can be heard, the Respondent, Bayard Scott Pickett, Jr., by and through his attorney, Paul B. Ferrara, III, hereby moves the Court, pursuant to Rule 59(e) and 60(b) of the South Carolina Rules of Civil Procedure to reconsider its Order for Appointment of Special Administrator signed on September 27, 2023, and to issue a ruling on the below-referenced matters:

1. The Court, in considering the formal petition of Petitioners to appoint a special administrator, failed to make a required finding of malfeasance as required per S.C. Code 62-3-611 (b) and elicited by the South Carolina Court of Appeals in the case of Church v. McGee 391

S.C. 334 (Ct. App. 2011). Importantly, the probate code sets forth the requirements for removal.

S.C. Code 62-3-611 states:

“Cause for removal exists when removal would be in the best interests of the estate, or if it is shown that a personal representative or the person seeking his appointment intentionally misrepresented material facts in the proceedings leading to his appointment, or that the personal representative has disregarded an order of the court, has become incapable of discharging the duties of his office, or has mismanaged the estate or failed to perform any duty pertaining to the office. Unless the decedent's will directs otherwise, a personal representative appointed at the decedent's domicile, incident to securing appointment of himself or his nominee as ancillary personal representative, may obtain removal of another who was appointed personal representative in this State to administer local assets.”

Here, the Court only found that the inventory and appraisement and accounting were not filed. This act alone does not justify removal of the personal representative. S.C. Code. 62-3-1001 specifies the procedure when a personal representative fails to file an accounting or inventory. Specifically, the Code directs the Court to issue an Order directing the Personal Representative to complete the required filings “ **(a) Within one year after the date of the first publication of notice to creditors (or if a state or federal estate tax return was filed, within ninety days after the receipt of a state or federal estate tax closing letter, whichever is later) . . .**” (Emphasis added) Here, the testimony at the hearing established that there were federal estate tax/fiduciary returns that were filed and that the final return has not been filed and the 2020 return was in the process of being amended to capture the stepped-up basis per I.R.C. 1014. Importantly, this action by the former personal representative was the reason for delay and results in a benefit for the beneficiaries that are petitioning. Moreover, the plain language of Probate Code directs that “The court may issue an order requiring the personal representative to perform his duties. . .” In this case, that was never ordered and the prior Personal Representative was not given an opportunity to fully explain the reasons for delay. The Court, at the hearing,

instructed counsel to move on as the prior personal representative was attempting to testify that the tax returns and ramifications of this trust and estate were the cause for delay. The estate needs to file an amended fiduciary return to capture the proper stepped-up basis and protect the beneficiaries from an unnecessary audit for the prior \$1,760,000 in distributions.

2. The properly probated Will of Veronique W. Pickett does not authorize the probate Court to appoint a special administrator without the consent of the named personal representative, failed to consider that pursuant to the Will Article 1, Section 1, named Bayard Scott Picket, Jr. as a personal representative. Further, the plain unambiguous language of Section 1.1 of the Will gives the authority to Bayard Scott Picket, Jr. as Trustee to select an individual to serve in his capacity, if he is not permitted to act as the personal representative or trustee. The Court did not allow Bayard Scott Pickett, Jr. to select a person to serve as his replacement, as desired by the Trustor, his mother. Importantly, “A court may not “by judicial construction make a will for the decedent that he has not made for himself.” Guaranty Bank Trust Co. v. Byrd, 287 S.C. 96, 99, 337 S.E.2d 231, 233 (Ct. App. 1985) (quoting Coffman v. Coffman, 85 Va. 459, 466, 8 S.E. 672, 675 (1888)), rev'd on other grounds, 292 S.C. 187, 355 S.E.2d 529 (1986); see also Blackmon v. Weaver, 366 S.C. 245, 250 (S.C. Ct. App. 2005).

3. The Court failed to consider the unambiguous authority granted in the Will of the Personal Representative to hold accounts in his individual name. Section 1.1 of the probated Will gives authority to the trustee to “hold, register, or dispose of property in his, her or its name or the name of his, her or its nominee, to prepare accounts and tax returns, and to perform such other functions as may be required.” Scott Pickett Jr., as the trustee of the Veronique W. Pickett Trust and as appointed personal representative, at all times herein, has the authority to hold funds

in an account in his name. Therefore, any estate funds or trust funds held in the name of Bayard Scott Pickett, Jr. are allowed by the trust and in accordance with the purpose of the trust.

4. The Respondent filed a Summons and Petition for Subsequent Administration May 18, 2023. The Court, in its Order dated September 27, 2023, did not make a finding as to why Respondent should not be reappointed as the personal representative of the estate pursuant to the Will of Veronique W. Pickett. Section 62-3-611(b) of the South Carolina Code (1976) governs removal of a personal representative and allows for removal when it is in the best interest of the estate, when the personal representative mismanages the estate, or when the personal representative fails to perform any duty pertaining to the office. However, there is a strong deference shown to the personal representative chosen by the testator. "The Courts have ever been reluctant to take the management of an estate from those to whom it has been confided by the testator, for to that extent the intention expressed in his will would be defeated." Smith v. Heyward, 115 S.C. 145, 164, 105 S.E. 275, 282 (1920). The power to remove a personal representative "should be executed with great caution, and not at all, unless it is made to appear to be necessary for the protection of the estate, to prevent loss or injury to it from

misappropriation, maladministration or fraud." Id. at 164-65, 105 S.E. at 282.

5. The relief sought by petitioner is moot as the relief being sought, filing an inventory and accounting, has occurred. South Carolina courts have held that "the court does not concern itself with moot or speculative questions." Sloan v. South Carolina Dept of Transp., Op. No. 26534 (S.C. Filed Aug. 25, 2008) (Shearouse Adv. Sh. No. 33 at 43). "An appellate court will not pass judgment on moot and academic questions; it will not adjudicate a matter when no actual controversy capable of specific relief exists." Curtis v. State, 345 S.C. 557, 567, 549

S.E.2d 591, 596 (2001). “A case becomes moot when judgment, if rendered, will have no practical legal effect upon the existing controversy.” Id. “Mootness also arises when some event occurs making it impossible for the reviewing court to grant effectual relief.” Id. Here, there is no need for a special administrator a special administrator to prepare in accounting or inventory. Mr. Pickett, Priscilla to his duty, although late, file the required filings and they have been accepted by the probate. Mr. Pickett, pursuant to his duty, although late because of the litigation and tax issues, filed the required filings and they have been accepted by the probate court. As such, there is no additional relief that petitioner could be granted. Mootness For the above reasons, Scott Pickett respectfully requests the Court to reconsider its Order or set a brief hearing to explore all information concerning the above Estate and trust prior making a good cause finding to appoint a special administrator.

FERRARA LAW FIRM, PLLC

s/ Paul B. Ferrara, III

Paul B. Ferrara, III (S.C. Bar No. 70511)

8887 Old University Boulevard

North Charleston, SC 29406

T: (843) 569-5511 | F: (843) 569-5411

paul@ferraralawfirm.net

October 6, 2023
North Charleston, SC

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)
IN THE MATTER OF:)
VERONIQUE W. PICKETT)
LAURA V. JONES, AS TRUSTEE OF THE)
LAURA V. JONES TRUST AS)
ESTABLISHED BY THE WILL OF)
VERONIQUE H.W. PICKETT DATED)
MARCH 31, 1999 AND AS TRUSTEE OF)
THE KATHLEEN E. ANDERSON TRUST)
AS ESTABLISHED UNDER THE WILL)
OF VERONIQUE H.W. PICKETT DATED)
MARCH 31, 1999,)
Petitioners,)
v.)
BAYARD SCOTT PICKETT, JR.,)
Respondent.)

IN THE PROBATE COURT
CASE NO: 2019-ES-10-00394

EZ FILING
PROBATE COURT
CHARLESTON COUNTY, SOUTH CAROLINA
2019ES1000394
10/23/2023 1:33PM

FILED

MAR 12 2024

JULIE J. ARMSTRONG
CLERK, C.P. & G.S.

PETITIONER'S MEMORANDUM IN OPPOSITION
TO MOTIONS FOR RECONSIDERATION

This matter is before the Court on Motions for Reconsideration filed by Respondent Bayard Scott Pickett, Jr., and "Party-in-Interest/Counterclaimant" Kathleen A. Anderson. These Motions ask the Court to reconsider its Order for Appointment of Special Administrator, dated September 27, 2023. Because these Motions are untimely, and further because they present no basis on which this Court's Order should be reconsidered, they must be denied.

I. The Motions for Reconsideration are untimely and must be denied.

By email dated September 27, 2023, this Court gave all parties notice of the Order for Appointment of Special Administration. A copy of the email is attached as **Exhibit 1**. Rule 59(e),

SCRCP, requires that Motions for Reconsideration “shall be served not later than 10 days after receipt of written notice of the entry of the order.” Rule 59(c), SCRCP (emphasis added). As stated by the S.C. Supreme Court:

In light of these authorities, we repeat that the ten-day deadline in Rule 59(e) is an absolute deadline. A trial court does not have the power to alter or amend a final order if more than ten days passes and no Rule 59(e) motion has been served, nor does a trial court have any power to grant the moving party an extension of time in which to file a Rule 59(e) motion. The failure to serve a Rule 59(e) motion within ten days of receipt of notice of entry of the order converts the order into a final judgment, and the aggrieved party’s only recourse is to file a notice of intent to appeal.

Overland, Inc. v. Nance, 423 S.C. 253, 256–57, 815 S.E.2d 431, 433 (2018) (internal citations omitted).

Here, the Motions for Reconsideration were required to be served on Petitioner no later than October 9, 2023. Although the Motions for Reconsideration were filed on October 9, 2023, they were not served by that date. In fact, as of today’s date, these Motions have yet to be served on Petitioner or her counsel. It was only by happenstance that the undersigned looked on the clerk’s website on October 17, 2023, and discovered that the Motions had been filed. Because the Motions are untimely, they must be denied.

II. Respondent’s Motion for Reconsideration provides no basis to alter or amend the Order.

A. The Court was not required to make any finding of “malfeasance” prior to appointing a special administrator.

Respondent argues that the Court erred in appointing a special administrator without making a finding of malfeasance on his part and cites S.C. Code Ann. § 62-3-611(b) as well as Church v. McGee, 391 S.C. 334, 705 S.E.2d 481 (Ct. App. 2011). Both the cited statute and case deal with the removal of a personal representative, not the appointment of a special administrator, which was the issue before the Court. Respondent’s appointment as personal representative of this

Estate terminated on January 19, 2022, when the Court issues a Rule 4 order closing the Estate due to Respondent's failure to properly and timely administer it. See S.C. Code Ann. § 62-3-610(a) (an order closing an estate terminates appointment of personal representative); see also S.C. Code Ann. § 62-3-608 ("Termination does not affect the jurisdiction of the court over the personal representative, but terminates his authority to represent the estate in any pending or future proceeding.").

B. The Court was authorized to appoint a special administrator.

Respondent's argument that the Decedent's Will somehow usurped the Court's power to appoint a special administrator is without merit. S.C. Code Ann. § 62-3-614 unambiguously gives the Court the power to appoint a special administrator in both informal and formal proceedings. There is no legal authority supporting an argument that a will can require the Court to obtain the "consent" of named personal representative, nor would such a requirement make any logical sense. After all, one of the reasons a court may appoint a special administrator is in situations in which a personal representative cannot or should not act. S.C. Code Ann. § 62-3-614(b). Coincidentally, it is Respondent's failure to administer the Estate pursuant to Decedent's Will that led to Petitioner requesting the appointment of a special administrator.

C. Respondent's remaining arguments are without merit and further illustrate the need for a special administrator.

Respondent argues that the Will grants the personal representative the authority to hold accounts in his individual name. He further argues that as trustee of the "Veronique W. Pickett Trust" he was authorized to hold these funds in his individual name. However, there is no, and has never been, a "Veronique W. Pickett Trust" because the Decedent's husband predeceased her.

Regardless, this argument presumably relates to the Court's finding, based on Respondent's testimony at the hearing, that he had recently transferred Estate funds into various

accounts titled in his individual name. Again, Respondent was not the personal representative at the time these transfers occurred. At most, following his termination as personal representative in January 2022, Respondent was required to “preserve [Estate] assets subject to his control, to account therefor, and to deliver the assets.” S.C. Code Ann. § 62-3-608. As set forth in more detail more, Respondent has failed miserably to fulfill this duty.

Respondent further claims that this matter is moot because the relief being sought, which he characterizes as the filing of an inventory and accounting, has occurred. First, the relief sought by Petitioner and granted in the Order is the appointment of a special administrator. Secondly, Respondent is not the personal representative and is without the power to file an inventory and accounting. Thirdly, the purported “Accounting” filed by Respondent on September 27, 2023, is *prima facie* evidence of why a special administrator is needed to preserve the Estate and secure its proper administrator. A copy of this “Accounting” is attached as **Exhibit 2**. The “Accounting” lists the Estate’s beginning balance as over \$4,084,963.37, which, according to the last page of the “Accounting”, consists of \$4,000,000 in real property and \$84,963.37 in cash. However, the Estate only owned 50% of that real property, which was sold for \$4,000,000 on September 29, 2020 (see closing statement attached to “Accounting”). The Decedent died on December 18, 2018. Not only was 100% of the value of that real property attributed to the Estate in the purported “Accounting”, Respondent failed to value it at the time of death. Moreover, the second to last page of the “Accounting” indicates that Respondent has taken, or intends to take, a personal representative fee of \$180,290.48, which is 5% of \$3,605,809.60, far more than the Estate could have ever been valued (moreover, Petitioner disputes that Respondent is entitled to any fee at all). In other words, Respondent has calculated his personal representative fee based on the assertion that the Estate owned 100% of the real property. Further, the itemized list of expenditures attached to the

“Accounting” show that Respondent has spent over \$30,000 in Estate funds just since he filed his Application for Subsequent Administration on May 19, 2023. He can hardly claim that he believed he was entitled to be spending Estate funds after he had filed an application seeking to have the Estate reopened and himself re-appointed as personal representative.

There can be no doubt that a special administrator is required in this matter.

D. Respondent has failed to establish any entitlement to relief from the Order pursuant to Rule 60(b).

Respondent’s Motion summarily states that it is being made pursuant to Rule 59(e) and Rule 60(b). As stated above, the Motion is not timely pursuant to Rule 59(e). Additionally, Respondent fails to set forth any argument or basis as to why this Court should relieve Respondent from the Order on any of the grounds set forth in Rule 60(b). The Motion must be denied.

III. “Party in Interest/Counterclaimant” Kathleen Anderson’s Motion for Reconsideration provides no basis to alter or amend the Order.

As an initial matter, given the extensive financial documentation that has been provided to counsel for Ms. Anderson and that illustrates Respondent’s misappropriation, and at a minimum, reckless management, of the Estate’s assets, it is curious that she is in favor of Respondent’s re-appointment as personal representative and opposed to the appointment of a special administrator. Regardless, Ms. Anderson’s Motion presents no compelling reason for this Court to reconsider its Order for Appointment of Special Administrator.

As with Respondent, Ms. Anderson’s Motion argues that the appointment of a special administrator fails to meet the requirements of S.C. Code Ann. § 62-3-611(b) and Church, supra, neither of which are applicable here as the Order does not concern the removal of a personal representative.

Ms. Anderson argues that the Court's Order is based on inadmissible hearsay. However, the Order is based on sworn testimony – the Verified Petition for Appointment of Special Administrator. Moreover, Respondent admitted in his sworn testimony during the hearing that he had never filed an inventory or accounting, and that he had recently moved the bulk of the Estate's funds into various accounts. Evidence presented in Petitioner's Memorandum in Support of Petition for Appointment of Special Administrator, filed September 20, 2023, attaches bank records received by subpoena indicating that Estate funds had been moved into newly-opened accounts titled in Respondent's name individually, and not in any fiduciary capacity.

Ms. Anderson argues that the Respondent was prevented from presenting records and testimony which would contradict the information presented by Petitioner. The only instance in which the Court disallowed testimony was concerning the "Accounting" which was addressed by the Court and filed. That "Accounting" does not contradict anything presented by the Petitioner. If anything, it highlights the need for a Special Administrator.

Ms. Anderson further argues that Respondent's delay in administering the Estate and filing the necessary documents does not warrant the appointment of a Special Administrator and asks instead that the Court "issue an Order directing the personal representative to file the documents within a reasonable (and short) time period in the future." The problem with this argument is that the Court has already tried this approach and it failed. By letter dated June 21, 2019, this Court notified Respondent that the Estate's Inventory and Appraisal was overdue and demanded that it be filed within twenty days. Respondent did not comply. By letter dated September 21, 2020, this Court again demanded that the Inventory and Appraisal, as well as a number of other documents required to administer and close the Estate, be filed within 20 days. Finally, on March 25, 2021, this Court sent a final demand that Respondent file the required documentation,

including, a Final Accounting and Proposal for Distribution. Respondent again failed to comply and on January 19, 2022, the Estate was closed pursuant to Rule 4.

Finally, Ms. Anderson argues that the appointment of a special administrator is inappropriate because Petitioner has “unclean hands”. This argument relates to Petitioner’s role as trustee of Ms. Anderson’s Trust and her administration of that Trust which is entirely irrelevant to the issue that is before the Court. The doctrine of “unclean hands” precludes a plaintiff from recovering in equity if he acted unfairly in a matter that is the subject of the litigation to the prejudice of the defendant. Wilson v. Landstrom, 281 S.C. 260, 266, 315 S.E.2d 130, 134 (Ct. App. 1984); citing Arnold v. City of Spartanburg, 201 S.C. 523, 23 S.E.2d 735 (1943). The “subject” of this litigation is the appointment of a special administrator for the Estate of Veronique H.W. Pickett. Even if Petitioner breached some duty owed to Ms. Anderson as trustee of her special needs trust, the situs of which is Virginia (see Affidavit of Laura V. Jones, attached as **Exhibit 3**), Ms. Anderson has failed to explain how such breaches (the existence of which Petitioner adamantly denies) have prejudiced Ms. Anderson in the matter before the Court. Even if such breaches existed, they would be wholly independent issues (over which this Court potentially lacks jurisdiction) and interjected solely as an attempt to confuse and distract. As stated above, it is curious that Ms. Anderson, whose attorney was retained with a payment from Respondent, is resisting efforts to have the Estate competently administered and the past actions of Respondent reviewed to determine if there has been any misappropriation.

In conclusion, Petitioner Laura V. Jones respectfully asks that the Motions for Reconsideration be denied.

[SIGNATURE ON FOLLOWING PAGE]

By: /s/ Elizabeth J. Palmer

Elizabeth J. Palmer
Saxton & Stump, LLC
151 Meeting Street, Suite 400
Charleston, SC 29401
(843) 414-5080
ep@saxtonstump.com

ATTORNEY FOR PETITIONER
LAURA V. JONES

Charleston, SC
October 23, 2023

From: Robin R. Slikker
To: Elizabeth J. Palmer; paul@ferrara-lawfirm.net; eric@laglaw.com; mac.gibson
Cc: Lindsay E. Williams; Alison Atwood
Subject: Signed Order Appointing Special Administrator - Estate of Veronique Pickett - 2019ES1000934
Date: Wednesday, September 27, 2023 2:08:16 PM
Attachments: Signed Order Appointing Special Administrator - Estate of Veronique Pickett - 2019ES1000934.pdf

Good afternoon,

Please find signed Order Appointing Special Administrator in the above matter. Certified copies will be sent out shortly.

Thank you,

Robin R. Slikker
Judicial Law Clerk
Charleston County Probate Court
84 Broad Street
Charleston, SC 29401
Phone: 843-958-5194
Email: rslikker@charlestoncounty.org

EZ FILING
PROBATE COURT
CHARLESTON COUNTY, SOUTH CAROLINA
2019ES1000394
10/23/2023 1:33PM

EXHIBIT 2

EZ FILING

PROBATE COURT

CHARLESTON COUNTY, SOUTH CAROLINA

IN THE PROBATE COURT

2019-ES-10-00394

ACCOUNTING

STATE OF SOUTH CAROLINA

COUNTY OF: CHARLESTON

IN THE MATTER OF:

VERONIQUE H. W. PICKETT

(Decedent)

CASE NUMBER: 2019-ES-10-00394

☒ FINAL
☐ INTERIM #

FINAL

INTERIM #

The undersigned Personal Representative(s) submits this accounting, which covers the period from 12/18/2018 through 09/20/2023.

The documentation on the following page(s) of this form sets forth a complete accounting for the period specified, which is summarized as follows:

Beginning Balance from Inventory(ies) or
prior Interim Accounting, if applicable

\$4,084,963.37

Plus: Receipts
(Rent, Refunds, Dividends, Interest, etc.)

\$133,095.53

Subtotal

\$4,218,058.90

Less: Disbursements and Distributions

\$2,830,909.27

Ending Balance

\$1,387,149.63

The Personal Representative(s) declares that this account has been examined and that its contents represent a correct statement of all receipts and disbursements and are true to the best knowledge and belief of the Personal Representative(s).

SWORN to before me this 21st day of

September 20 23

[Signature]

Notary Public for South Carolina

My Commission Expires:

6/26/2024



Co-Personal Representative Signature:

Signature:

Print Name: BAYARD SCOTT PICKETT

Address: 4616 THOROUGHGOOD DRIVE

VIRGINIA BEACH, VA 23455

Telephone (Work): (757) 718-6500

(Home):

(Cell):

Email: BAYARDSPICKETTJRINC@GMAIL.COM

SWORN to before me this _____ day of

20 _____

Notary Public for South Carolina

My Commission Expires:

Print Name:

Address:

Telephone (Work):

(Home):

(Cell):

Email:

**ESTATE OF VERONIQUE PICKET
CASE # 2019-ES-10-00394**

DATE	\$	PAYEE	BANK	
9/5/23	\$ 150.00	AMES LAWSON CK1115	ATLANTIC	
2/12/22	\$ 2,500.00	ATTY FLFA		5092
6/12/20	\$ 2,500.00	ATTY FLFA		5092
4/5/23	\$ 2,770.59	ATTY FLFA		5092
9/19/23	\$ 5,000.00	ATTY FLFA CK 1119	ATLANTIC	
5/17/19	\$ 8,032.15	ATTY WOMBLE, BOND, DICKINSON		5092
1/31/19	\$ 1,000.00	ATTY WOMBLE, BOND, DICKSON -		1485
3/27/23	\$ 3.00	BANK FEE		5038
4/24/20	\$ 3.00	BANK FEE		5038
1/7/19	\$ 75.00	BANK FEE		1485
7/25/23	\$ 3.00	BANK FEE		5038
1/26/20	\$ 26.10	BANK FEE		5092
2/24/20	\$ 3.00	BANK FEE		5092
3/25/20	\$ 3.00	BANK FEE		5092
5/22/20	\$ 3.00	BANK FEE		5092
6/24/20	\$ 3.00	BANK FEE		5092
7/27/20	\$ 3.00	BANK FEE		5092
9/24/20	\$ 3.00	BANK FEE		5092
10/25/20	\$ 3.00	BANK FEE		5092
7/25/21	\$ 3.00	BANK FEE		5092
11/22/21	\$ 3.00	BANK FEE		5092
12/27/21	\$ 3.00	BANK FEE		5092
2/22/22	\$ 3.00	BANK FEE		5092
3/25/22	\$ 3.00	BANK FEE		5092
5/24/22	\$ 3.00	BANK FEE		5092
6/24/22	\$ 3.00	BANK FEE		5092
7/25/22	\$ 3.00	BANK FEE		5092
11/24/22	\$ 3.00	BANK FEE		5092
7/25/23	\$ 3.00	BANK FEE		5092
4/18/19	\$ 26.04	BANK FEE CHECKS		5092
7/18/19	\$ 30.00	BANK FEE WIRE TNS FEE		5092
7/22/19	\$ 550.00	BRADY PUTMAN - 213/215 KING		5092
8/24/23	\$ 2,500.00	C. HUMPHREYS (CPA) CK 1107	ATLANTIC	
10/23/19	\$ 24,010.00	CHARLESTO CO DES PMT		5092
8/26/20	\$ 89.00	COMCAST		5038
12/23/19	\$ 179.24	COMCAST		5092

9/26/20	\$	89.00	COMCAST	5092
10/28/20	\$	95.91	COMCAST	5092
8/19/21	\$	99.99	DAR ROBERT (MOBILE SCAN TO DI	5092
9/5/23	\$	1,200.00	DENNY GACIA CK 1114 ATLANTIC	
8/30/23	\$	275.00	DEREK HILTON(D.WALL) CK 1110 ATLANTIC	
11/6/19	\$	435.40	DOMINION	5038
1/2/20	\$	656.30	DOMINION	5092
1/23/20	\$	470.18	DOMINION	5092
3/6/20	\$	225.00	DOMINION	5092
3/25/20	\$	241.28	DOMINION	5092
5/15/20	\$	166.72	DOMINION	5092
9/2/20	\$	600.00	DOMINION	5092
9/2/20	\$	484.01	DOMINION	5092
9/24/20	\$	499.71	DOMINION	5092
9/24/20	\$	35.81	DOMINION	5092
11/6/19	\$	3.00	DOMINION BILL MATRIX	5038
1/23/20	\$	3.50	DOMINION BILL MATRIX	5092
9/2/20	\$	3.50	DOMINION BILL MATRIX	5092
9/2/20	\$	3.50	DOMINION BILL MATRIX	5092
9/24/20	\$	3.50	DOMINION BILL MATRIX	5092
9/24/20	\$	3.50	DOMINION BILL MATRIX	5092
11/4/19	\$	636.30	DOVENMUEHLE MTG	5038
1/2/19	\$	646.13	DOVENMUEHLE MTG	1485
2/4/19	\$	646.13	DOVENMUEHLE MTG	1485
3/4/19	\$	646.13	DOVENMUEHLE MTG	1485
4/2/19	\$	656.30	DOVENMUEHLE MTG	1485
4/26/19	\$	667.80	DOVENMUEHLE MTG	5092
6/20/19	\$	1,312.60	DOVENMUEHLE MTG	5092
7/2/19	\$	656.30	DOVENMUEHLE MTG	5092
8/2/19	\$	656.30	DOVENMUEHLE MTG	5092
9/3/19	\$	656.30	DOVENMUEHLE MTG	5092
10/2/19	\$	656.30	DOVENMUEHLE MTG	5092
12/2/19	\$	656.30	DOVENMUEHLE MTG	5092
1/2/20	\$	656.30	DOVENMUEHLE MTG	5092
2/3/20	\$	656.30	DOVENMUEHLE MTG	5092
3/2/20	\$	656.30	DOVENMUEHLE MTG	5092
4/2/20	\$	1,125.56	DOVENMUEHLE MTG	5092
5/4/20	\$	1,125.56	DOVENMUEHLE MTG	5092
6/2/20	\$	1,125.56	DOVENMUEHLE MTG	5092
7/2/20	\$	1,125.56	DOVENMUEHLE MTG	5092

8/3/20	\$	1,125.56	DOVENMUEHLE MTG		5092
9/2/20	\$	1,125.56	DOVENMUEHLE MTG		5092
9/19/23	\$	5,485.00	EAST COAST CENTER DR CHICKY CK 1118	ATLANTIC	
8/31/23	\$	2,297.73	FLOOR & DECOR CK 1112	ATLANTIC	
12/28/18	\$	10,751.00	FUNERAL EXP J HENRY STUHR - V.		1485
6/1/21	\$	2,326.48	FUNERAL EXP THE MEMORIAL SHC		5092
1/22/19	\$	300.00	GEORGE BALLER		1485
8/31/23	\$	1,619.14	HOTEL FOR KATY CK 1113	ATLANTIC	
7/12/19	\$	3,429.00	INS FLOOS INS PREMIUM		5092
9/27/19	\$	51.25	INS LINCOLIN - PMT JP5195151		5092
3/15/23	\$	153.75	INS LINCOLN NATIONAL CK # 1024		5092
6/15/23	\$	700.00	INS LINCOLN NATIONAL CK # 1105		5092
1/31/19	\$	51.25	INS LINCOLN NATIONAL LIFE - JP51		1485
7/15/23	\$	51.25	INS LINCOLN NATL CK # 1106		5092
2/15/23	\$	500.00	INS LINCOLN PMT.		5092
12/31/18	\$	200.00	JOHN BURWELL - VERONIQUE		1485
8/24/23	\$	3,500.00	K. ANDERSON CK 1108	ATLANTIC	
8/30/23	\$	3,000.00	K. ANDERSON CK 1111	ATLANTIC	
9/18/23	\$	2,000.00	K. ANDERSON CK 1117	ATLANTIC	
8/9/23	\$	10,000.00	KATY FROM LAQUIERE LF	ATLANTIC	
1/18/19	\$	4,000.00	LAURA JONES		1485
3/11/22	\$	50,010.00	LAURA JONES - \$50K + \$10 FEE	ATLANTIC	
6/17/22	\$	50,010.00	LAURA JONES - \$50K + \$10 FEE	ATLANTIC	
12/27/18	\$	500.00	LAURA JONES - KATY		1485
10/20/21	\$	35,000.00	LAURA JONES.	ATLANTIC	
4/9/19	\$	900.00	MCGINNIS APPRSL SVS, LLC		5092
12/23/19	\$	220.32	MT. PL. WATER		5092
9/25/20	\$	66.47	MT. PL. WATER		5092
4/29/19	\$	900.34	CK # 1003		5092
3/31/20	\$	1,105.00	CK # 1061		5092
7/25/22	\$	273.67	CK # 1126		5092
11/24/22	\$	6,668.05	CK # 1129		5092
11/29/19	\$	500.00	PAM PICKETT		5092
10/11/19	\$	2,428.91	PAM PICKETT -		5092
9/26/19	\$	1,200.00	PAM PICKETT - 213 KING		5092
11/15/19	\$	500.00	PAM PICKETT - 213 KING		5092
11/18/19	\$	1,000.00	PAM PICKETT - 213 KING		5092
12/20/19	\$	200.00	PAM PICKETT - CURTAINS		5092
11/13/19	\$	2,000.00	PAM PICKETT - DEPOSIT		5092
8/8/19	\$	1,400.00	PAM PICKETT - GUTTERS & MOLD		5092

9/16/19	\$ 725.00	PAM PICKETT - LAWN & HURRICAN	5092
1/23/19	\$ 1,000.00	PAM PICKETT - NIQUES PAPER	1485
9/16/19	\$ 700.00	PAM PICKETT - PAY BACK	5092
1/16/19	\$ 1,000.00	PAM PICKETT - WORK ON ESTATE 1	1485
11/22/21	\$ 99.99	PAM PICKETT REIMB MOBILE SCAI	5092
8/26/20	\$ 1,000.00	PAM PICKETT-REIMB CREDIT CARE	5092
9/11/20	\$ 600.00	PAM PICKETT-RENT VEHICLE	5092
11/5/20	\$ 435.56	PENN CREDIT VIRG DES PMT	5092
5/25/20	\$ 125.00	PHILLIP HEATH	5092
10/8/19	\$ 225.00	PICKETT - 213/215 KING	5092
7/10/19	\$ 530.00	PICKETT LAWN CARE	5092
7/27/20	\$ 625.00	PICKETT LAWN CARE	5092
8/5/19	\$ 1,425.00	PICKETT LAWN CARE - INV # 2961	5092
11/25/19	\$ 305.00	PICKETT LAWN CARE 213/215/ KIN	5092
5/5/20	\$ 224.10	RAQUEL ZERBAND	5092
11/19/19	\$ 1,000.00	RAQUEL ZERBONIA - PAY BACK	5092
5/5/20	\$ 225.00	ROBERT CARR	5092
3/21/19	\$ 750.00	ROBINSON TAXES - PERSONAL TAX	1485
8/28/23	\$ 3,105.77	RPG PLUMBING CK 1109 ATLANTIC	
9/12/23	\$ 590.65	RPG PLUMBING CK 1116 ATLANTIC	
9/18/23	\$ 836.59	S. PICKETT-HOME DEPOT CK 1120 ATLANTIC	
9/16/19	\$ 650.00	SAM PCIKETT - WORK ON 213 KING	5092
9/4/20	\$ 75.00	SCOTT PICKETT	5092
4/29/19	\$ 1,835.00	SCOTT PICKETT - LAWN CARE	5092
5/14/19	\$ 1,000.00	SCOTT PICKETT - SC TRIP	5092
9/1/20	\$ 650.00	SCOTT PICKETT-LAWN CARE	5092
1/9/20	\$ 3,000.00	SEABREEZE CONST	5092
2/27/20	\$ 2,000.00	SEABREEZE CONST	5092
10/1/19	\$ 1,000.00	SEABREEZE CONST - 213 KING	5092
9/16/19	\$ 500.00	SEABREEZE CONST - PAY BACK 213	5092
5/23/19	\$ 3,000.00	SEABREEZE CONST 213/215 KING	5092
5/3/19	\$ 2,000.00	SEABREEZE CONST PAM PAYBACK	5092
9/9/19	\$ 500.00	SEAGREEZ CONST - LAWYER	5092
9/9/19	\$ 1,500.00	SEAGREEZ CONST - TIP	5092
5/4/20	\$ 700.00	SERGIO FRANCISCO	5092
5/17/20	\$ 400.00	SERGIO FRANCISCO	5092
7/22/19	\$ 2,100.00	SERGIO FRANCISCO - 213/215 KING	5092
11/18/19	\$ 250.00	SERGIO FRANCISCO - 213/215 KING	5092
10/16/20	\$ 800.00	SHIRLEY DECKER	5092
12/8/21	\$ 1,400.00	SHIRLEY DECKER	5092

5/20/22	\$	400.00	SHIRLEY DECKER	5092
3/15/23	\$	400.00	SHIRLEY DECKER CK # 1098	5092
4/29/19	\$	800.00	SHIRLEY DECKER - TAX & ACCOUNT	5092
5/14/19	\$	539.00	TAXE US DEPT TRSRY - 2014 1040	5092
1/15/20	\$	15,592.00	TAXES CHARLESTON CO TAXES	5092
12/21/18	\$	23,653.00	TAXES CHARLESTON CO TREASURE	1485
12/21/18	\$	15,361.00	TAXES CHARLESTON CO TREASURE	1485
5/17/19	\$	479.00	TAXES DPT TAXATION - 2014 VA76	5092
5/17/19	\$	619.00	TAXES DPT TAXATION - 2015 VA76	5092
7/17/19	\$	669.00	TAXES DPT TAXATION - 2016 VA76	5092
5/17/19	\$	697.00	TAXES DPT TAXATION - 2017 VA76	5092
5/17/19	\$	498.00	TAXES DPT TAXATION - 2018 VA76	5092
5/14/19	\$	7,070.00	TAXES IRS - 2017 1040	5092
10/28/19	\$	997.12	TAXES IRS - 2017 249540313	5092
5/5/19	\$	93.00	TAXES US DEPT TRSRY - 2012 FORM	5092
10/4/19	\$	354.16	TAXES US DEPT TRSRY - 2014 249-5	5092
5/14/19	\$	2,155.00	TAXES US DEPT TRSRY - 2016 1040	5092
10/29/19	\$	2,510.13	TAXES US DEPT TRSRY - 2016 249-5	5092
5/14/19	\$	5,294.00	TAXES US DEPT TRSRY - 2018 1040	5092
10/14/21	\$	181,982.00	TAXES US TREASURY ATLANTIC	
10/30/19	\$	470.51	TAXES US TRSRY - 2018 249540213	5092
4/13/22	\$	325.00	THE MEMORIAL SHOP	5092
7/9/19	\$	1,123.00	TLM - 213/215 KING	5092
2/4/19	\$	11,960.02	USAA - 00723991 CARD BAL	1485
2/22/22	\$	751.95	VA DEPT OF TAXATION	5092
6/20/19	\$	10.18	VA DEPT TNSP	5092
9/8/20	\$	55.00	ZEKE ABBOTT-MOVING	5092

Totals \$ 591,352.42

9/29/20	\$479,153.70	Settlement Statement	213/215 Closing Costs/Disbursements to
9/29/20	\$880,211.57	Settlement Statement	Scott Pickett
9/29/20	\$440,105.79	Settlement Statement	Kathleen Anderson c/o Laura Jones
9/29/20	\$440,105.79	Settlement Statement	Laura Jones

Total Disbursements \$ 2,830,929.27

ESTATE OF VERONIQUE PICKETT
CASE # 2019-ES-10-00394

DATE	\$	PAYOR	BANK
11/14/19	\$3,312.00	BRIDGEPOINT	5038
1/11/19	\$3,312.00	BRIDEGPOINT	5092
6/13/19	\$6,314.69	BRIDEGPOINT	5092
9/16/19	\$2,852.00	BRIDEGPOINT	5092
1/16/19	\$7,383.00	BRIDGEPOINT	1485
2/14/19	\$7,383.00	BRIDGEPOINT	1485
3/13/19	\$7,383.00	BRIDGEPOINT	1485
4/15/19	\$7,383.00	BRIDGEPOINT	1485
5/14/19	\$7,173.00	BRIDGEPOINT	5092
7/15/19	\$7,383.00	BRIDGEPOINT	5092
8/4/19	\$6,925.50	BRIDGEPOINT	5092
10/16/19	\$7,689.94	BRIDGEPOINT	5092
12/16/19	\$3,012.00	BRIDGEPOINT	5092
1/15/20	\$2,705.75	BRIDGEPOINT	5092
2/21/20	\$2,809.79	BRIDGEPOINT	5092
3/13/20	\$6,628.64	BRIDGEPOINT	5092
4/17/20	\$6,786.23	BRIDGEPOINT	5092
5/15/20	\$10,696.19	BRIDGEPOINT	5092
6/16/20	\$3,268.50	BRIDGEPOINT	5092
7/17/20	\$6,941.82	BRIDGEPOINT	5092
8/13/20	\$1,332.96	BRIDGEPOINT	5092
9/15/20	\$3,312.00	BRIDGEPOINT	5092
4/9/19	\$657.98	COUNTER CREDIT	5092
7/11/19	\$282.07	COUNTER CREDIT	5092
1/9/20	\$207.29	COUNTER CREDIT	5092
12/18/19	\$282.00	DEPOSIT	5092
7/23/20	\$310.20	DEPOSIT	5092
10/1/20	\$620.40	DEPOSIT	5092
10/16/20	\$620.40	DEPOSIT	5092
11/10/20	302.71	DEPOSIT	ATLANTIC
12/30/20	781.16	DEPOSIT	ATLANTIC
2/25/22	\$324.30	DEPOSIT	ATLANTIC
4/25/22	\$338.40	DEPOSIT	5092
6/28/22	\$338.40	DEPOSIT	ATLANTIC
7/28/22	\$352.50	DEPOSIT	ATLANTIC
9/2/22	\$408.90	DEPOSIT	ATLANTIC

12/22/22	\$338.40	DEPOSIT	ATLANTIC
5/4/23	\$352.50	DEPOSIT	ATLANTIC
7/28/23	\$352.50	DEPOSIT	ATLANTIC
10/9/20	\$3,571.00	DEPOSIT USAA INTEREST	ATLANTIC
4/20/23	\$3.84	INTEREST INCOME	3979
5/22/23	\$4.38	INTEREST INCOME	3979
5/23/23	\$1.37	INTEREST INCOME	3979
6/22/23	\$4.25	INTEREST INCOME	3979
7/21/23	\$3.97	INTEREST INCOME	3979
4/1/21	\$324.30	PRUDENTIAL STOCK	5092
10/22/21	\$324.30	PRUDENTIAL STOCK	5092
	\$133,095.53		

HELLMAN YATES & TISDALE

ATTORNEYS AND COUNSELORS AT LAW

HELLMAN YATES & TISDALE, P.A.
108 BRIDGES STREET, THIRD FLOOR
CHARLESTON, SOUTH CAROLINA 29401
P 843 266-0099
F 843 266-0108

SELLER'S STATEMENT OF CLOSING COSTS

Purchaser: CJP REALTY, L.L.C., A SOUTH CAROLINA LIMITED LIABILITY COMPANY
Seller: (i) BAYARD S. PICKETT, JR. A/K/A BAYARD SCOTT PICKETT, JR., AS TRUSTEE OF THE BAYARD SCOTT PICKETT, JR. TRUST AS ESTABLISHED UNDER THE WILL OF BAYARD SCOTT PICKETT, SR. DATED MARCH 31, 1999; (ii) BAYARD S. PICKETT, JR. A/K/A BAYARD SCOTT PICKETT, JR., AS TRUSTEE OF THE BAYARD SCOTT PICKETT, JR. TRUST AS ESTABLISHED UNDER THE WILL OF VERONIQUE H.W. PICKETT DATED MARCH 31, 1999; (iii) BAYARD S. PICKETT, JR. A/K/A BAYARD SCOTT PICKETT, JR. AS THE PERSONAL REPRESENTATIVE OF THE ESTATE OF VERONIQUE H.W. PICKETT; (iv) BAYARD S. PICKETT, JR. A/K/A BAYARD SCOTT PICKETT, JR., INDIVIDUALLY; (v) LAURA V. JONES, AS TRUSTEE OF THE LAURA V. JONES TRUST AS ESTABLISHED UNDER THE WILL OF BAYARD SCOTT PICKETT, SR., DATED MARCH 31, 1999; (vi) LAURA V. JONES, AS TRUSTEE OF THE LAURA V. JONES TRUST AS ESTABLISHED UNDER THE WILL OF VERONIQUE H.W. PICKETT DATED MARCH 31, 1999; (vii) LAURA V. JONES, INDIVIDUALLY; (viii) LAURA V. JONES, AS TRUSTEE OF THE KATHLEEN ELIZABETH ANDERSON TRUST AS ESTABLISHED UNDER THE WILL OF BAYARD SCOTT PICKETT, SR. DATED MARCH 31, 1999; (ix) LAURA V. JONES, AS TRUSTEE OF THE KATHLEEN ELIZABETH ANDERSON TRUST AS ESTABLISHED UNDER THE WILL OF VERONIQUE H.W. PICKETT DATED MARCH 31, 1999; (x) KATHLEEN ELIZABETH ANDERSON, INDIVIDUALLY
Property: 213 & 215 KING STREET, MOUNT PLEASANT, SC 29464
Closing Date: September 21, 2020

PURCHASE PRICE:	\$ 4,000,000.00
LESS AMOUNT DUE FROM SELLER:	
South State Bank: Mortgage Payoff (Interest thru 10/14/2020)	30,361.58
Ferrara Law Firm, PLLC: Seller's Counsel Fees	4,000.00
Ferrara Law Firm, PLLC: Wire/Courier Fees	150.00
US Department of Treasury: Withholding Taxes	150,000.00
SC DOR: Non-Resident Withholding (Estate of Veronique H.W. Pickett)	12,768.98
SC DOR: Non-Resident Withholding (BSP, Jr. Trust under BSP, Sr. Will)	3,192.24
SC DOR: Non-Resident Withholding (USP, Jr. Trust under VHWP Will)	3,192.24
SC DOR: Non-Resident Withholding (LVJ Trust under BSP, Sr. Will)	1,596.12
SC DOR: Non-Resident Withholding (LVJ Trust under VHWP Will)	1,596.12
SC DOR: Non-Resident Withholding (KEA Trust under BSP, Sr. Will)	1,596.12
SC DOR: Non-Resident Withholding (KEA Trust under VHWP Will)	1,596.12
Keller Williams Realty: Broker's Commission	90,000.00
Disher, Hamrick & Myers Residential, Inc.: Broker's Commission	120,000.00
Seabreeze Construction: Invoice for Labor (July 18 - 20)	2,520.00
Seabreeze Construction: Invoice for Labor (November 7 - 26)	4,500.00
Seabreeze Construction: Invoice for Labor (September 12 - October 7)	7,200.00
Seabreeze Construction: Invoice for Cleaning Services (January)	200.00
Seabreeze Construction: Invoice for Garbage Management	215.00
Charleston County Taxes 01/01/2020 to 09/29/2020 (213 King)	17,909.09
Charleston County Taxes 01/01/2020 to 09/29/2020 (215 King)	11,630.09
Charleston County Register of Deeds: Memorandum of Trust Recording Fees	70.00
Charleston County Register of Deeds: Deed Recording Fees	30.00
Charleston County Register of Deeds: Deed Stamps	14,800.00
Hellman Yates & Tisdale, P.A.: Wire Fee	30.00
	\$ 479,153.70

TOTAL CASH DUE TO SELLER:

\$ 3,520,846.30

DISBURSEMENTS CONTINUED ON FOLLOWING PAGE

[SIGNATURE PAGES TO FOLLOW]

TOTAL CASH DUE TO SELLER:	<u>\$ 3,520,846.30</u>
CASH DUE TO THE ESTATE OF VERONIQUE H.W. PICKETT	<u>\$ 1,760,423.15</u>
CASH DUE TO BAYARD S. PICKETT, JR. A/K/A BAYARD SCOTT PICKETT, JR., AS TRUSTEE OF THE BAYARD SCOTT PICKETT, JR. TRUST AS ESTABLISHED UNDER THE WILL OF BAYARD SCOTT PICKETT, SR. DATED MARCH 31, 1999	<u>\$ 880,211.57</u>
CASH DUE TO LAURA V. JONES, AS TRUSTEE OF THE LAURA V. JONES TRUST AS ESTABLISHED UNDER THE WILL OF BAYARD SCOTT PICKETT, SR. DATED MARCH 31, 1999	<u>\$ 440,105.79</u>
CASH DUE TO LAURA V. JONES, AS TRUSTEE OF THE KATHLEEN ELIZABETH ANDERSON TRUST AS ESTABLISHED UNDER THE WILL OF BAYARD SCOTT PICKETT, SR. DATED MARCH 31, 1999	<u>\$ 440,105.79</u>

[SIGNATURE PAGES TO FOLLOW]

Disbursement in accordance with the above is hereby approved and authorized.

SELLER:

Bayard S. Pickett, Jr. A/K/A
Bayard Scott Pickett, Jr. Trust

BAYARD S. PICKETT, JR. A/K/A BAYARD SCOTT PICKETT,
JR., AS TRUSTEE OF THE BAYARD SCOTT PICKETT, JR. TRUST
AS ESTABLISHED UNDER THE WILL OF BAYARD SCOTT
PICKETT, SR. DATED MARCH 31, 1999

Bayard S. Pickett, Jr. A/K/A
Bayard Scott Pickett, Jr. Trust

BAYARD S. PICKETT, JR. A/K/A BAYARD SCOTT PICKETT,
JR., AS TRUSTEE OF THE BAYARD SCOTT PICKETT, JR.
TRUST AS ESTABLISHED UNDER THE WILL OF VERONIQUE
H.W. PICKETT DATED MARCH 31, 1999

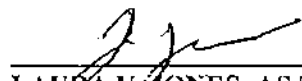
Bayard S. Pickett, Jr. A/K/A
Bayard Scott Pickett, Jr. Trust

BAYARD S. PICKETT, JR. A/K/A BAYARD SCOTT PICKETT,
JR. AS THE PERSONAL REPRESENTATIVE OF THE ESTATE
OF VERONIQUE H.W. PICKETT

Bayard S. Pickett, Jr. A/K/A
Bayard Scott Pickett, Jr.

BAYARD S. PICKETT, JR. A/K/A BAYARD SCOTT PICKETT, JR.,
INDIVIDUALLY

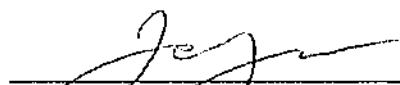
[SIGNATURES CONTINUE ON FOLLOWING PAGE]



LAURA V. JONES, AS TRUSTEE OF THE LAURA V. JONES
TRUST AS ESTABLISHED UNDER THE WILL OF BAYARD
SCOTT PICKETT, SR., DATED MARCH 31, 1999

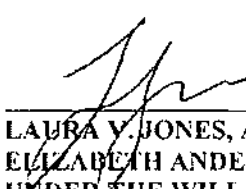


LAURA V. JONES, AS TRUSTEE OF THE LAURA V. JONES
TRUST AS ESTABLISHED UNDER THE WILL OF VERONIQUE
H.W. PICKETT DATED MARCH 31, 1999

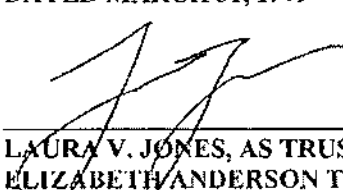


LAURA V. JONES, INDIVIDUALLY

[SIGNATURES CONTINUE ON FOLLOWING PAGE]



LAURA V. JONES, AS TRUSTEE OF THE KATHLEEN
ELIZABETH ANDERSON TRUST AS ESTABLISHED
UNDER THE WILL OF BAYARD SCOTT PICKETT, SR.
DATED MARCH 31, 1999



LAURA V. JONES, AS TRUSTEE OF THE KATHLEEN
ELIZABETH ANDERSON TRUST AS ESTABLISHED
UNDER THE WILL OF VERONIQUE H.W. PICKETT
DATED MARCH 31, 1999



KATHLEEN ELIZABETH ANDERSON, INDIVIDUALLY

HELLMAN YATES & TISDALE

ATTORNEYS AND COUNSELLORS AT LAW

HELLMAN YATES & TISDALE, PA
125 BRIDAL STREET, THIRD FLOOR
CHARLESTON, SOUTH CAROLINA 29401
P 843.250.0034
F 843.250.0166

PURCHASER'S STATEMENT OF CLOSING COSTS

Purchaser: CJP REALTY, LLC, A SOUTH CAROLINA LIMITED LIABILITY COMPANY
Seller: (i) BAYARD S. PICKETT, JR. A/K/A BAYARD SCOTT PICKETT, JR., AS TRUSTEE OF THE BAYARD SCOTT PICKETT, JR. TRUST AS ESTABLISHED UNDER THE WILL OF BAYARD SCOTT PICKETT, SR. DATED MARCH 31, 1999; (ii) BAYARD S. PICKETT, JR. A/K/A BAYARD SCOTT PICKETT, JR., AS TRUSTEE OF THE BAYARD SCOTT PICKETT, JR. TRUST AS ESTABLISHED UNDER THE WILL OF VERONIQUE H.W. PICKETT DATED MARCH 31, 1999; (iii) BAYARD S. PICKETT, JR. A/K/A BAYARD SCOTT PICKETT, JR. AS THE PERSONAL REPRESENTATIVE OF THE ESTATE OF VERONIQUE H.W. PICKETT; (iv) BAYARD S. PICKETT, JR. A/K/A BAYARD SCOTT PICKETT, JR., INDIVIDUALLY; (v) LAURA V. JONES, AS TRUSTEE OF THE LAURA V. JONES TRUST AS ESTABLISHED UNDER THE WILL OF BAYARD SCOTT PICKETT, SR., DATED MARCH 31, 1999; (vi) LAURA V. JONES, AS TRUSTEE OF THE LAURA V. JONES TRUST AS ESTABLISHED UNDER THE WILL OF VERONIQUE H.W. PICKETT DATED MARCH 31, 1999; (vii) LAURA V. JONES, INDIVIDUALLY; (viii) LAURA V. JONES, AS TRUSTEE OF THE KATHLEEN ELIZABETH ANDERSON TRUST AS ESTABLISHED UNDER THE WILL OF BAYARD SCOTT PICKETT, SR. DATED MARCH 31, 1999; (ix) LAURA V. JONES, AS TRUSTEE OF THE KATHLEEN ELIZABETH ANDERSON TRUST AS ESTABLISHED UNDER THE WILL OF VERONIQUE H.W. PICKETT DATED MARCH 31, 1999; (x) KATHLEEN ELIZABETH ANDERSON, INDIVIDUALLY
Property: 213 & 215 KING STREET, MOUNT PLEASANT, SC 29464
Closing Date: September 29, 2020

PURCHASE PRICE: \$ 4,000,000.00

EARNEST MONEY DEPOSIT: \$ 300,000.00

Other Purchaser Costs and Disbursements Made at Closing:

Peabody & Associates, Inc.: As-Built Survey (Inc. #6453)	4,375.00
Atlantic Shield Insurance Group: Insurance Premium (Invoice No.: 1001)	17,406.82
Hellman Yates & Tisdale, PA: Purchaser's Counsel Fee	5,000.00
Hellman Yates & Tisdale, PA: Reimbursement (SC SOS LLC Filing Fees)	145.50
Hellman Yates & Tisdale, PA: Wire & Courier Fee	50.00
First American Title Insurance Company: Title Insurance Premium	7,470.00
First American Title Insurance Company: Title Insurance Binder Fee	250.00
First American Title Insurance Company: Title Abstract	975.00
Charleston County Taxes 01/01/2020 to 09/29/2020 (213 King)	(17,909.09)
Charleston County Taxes 01/01/2020 to 09/29/2020 (215 King)	(11,630.09)
Charleston County Register of Deeds: Deed Recording Fee	15.00

TOTAL DISBURSEMENTS: \$ 6,148.14

CASH DUE FROM PURCHASER: \$ 3,706,148.14

[SIGNATURE PAGE TO FOLLOW]

Disbursement in accordance with the above is hereby approved and authorized.

PURCHASER:

CJP REALTY, LLC, a South Carolina
limited liability company

By: 

Christopher J. Pallotta
Its: Manager

Net to Distribute		\$ 1,380,419.03		Distributions from Trust	
	Proposal for Distribution	Prior Disbursements	Net to Disburse	213/215 King St	
Laura	\$ 345,104.76	\$ (139,520.00)	\$ 205,584.76	440105.79	
Katy	\$ 345,104.76	\$ (34,059.88)	\$ 311,044.88	440105.79	
Scott	\$ 690,209.51		\$ 690,209.51	880211.57	
Totals	\$ 1,380,419.03		\$ 1,206,839.15	Total 1760423.15	

Credits	Source	
Proceeds from Bayard Scott Pickett Trus	\$ 84,963.37	Bank Acct
213/215 King Street	\$ 4,000,000.00	Settlement Statement
Income from Bridgepoint/Stock	\$ 133,095.53	Credit Exhibit
Subtotals	\$ 4,218,058.90	
Debits		
Closing Costs/Disbursements to 3rd part	\$ 479,153.70	Settlement Statement
Scott Pickett	\$ 880,211.57	Settlement Statement
Kathleen Anderson c/o Laura Jones	\$ 440,105.79	Settlement Statement
Laura Jones	\$ 440,105.79	Settlement Statement
Disbursements from Estate	\$ 591,352.42	Debit Exhibit
Subtotals	\$ 2,830,929.27	
Net in accounts after partial disbursemen	\$ 1,387,129.63	
Laura Advancements	\$ 139,520.00	Laura Disbursements
Kathleen Advancements	\$ 34,059.88	Kathleen Disbursements
Costs of Administration- PR Fees	\$ 180,290.48	S.C. Code 62-3-719 (5% of sale proceeds and 5% of personal p
Total to disburse after PR fees	\$ 1,380,419.03	

Summary of Accounts
 Bank of America 5092 \$ 5,678.32
 Bay Port CU 0000+++++ \$ 250,113.02

Town Bank 0618 \$ 253,369.43
 Bank of America 3979 \$ 214,995.91
 Atlantic Union CU 2742 \$ 607,364.16
 Atlantic Union CU 1141 \$ 824.62
 ABNB-8825 \$ 101,306.14
 ABNB-7487 \$ 7.88
 \$ 1,433,659.48

EZ FILING
 PROBATE COURT
 CHARLESTON COUNTY, SOUTH CAROLINA
 2019ES1000394
 9/27/2023 5:12PM

EXHIBIT 3

COUNTY OF CHARLESTON

VERONIQUE W. PICKETT

Petitioners,

BAYARD SCOTT PICKETT, JR.,

Respondent.

EZ FILING
PROBATE COURT
CHARLESTON COUNTY, SOUTH CAROLINA
2019ES1000394
10/23/2023 1:33PM

PERSONALLY APPEARED before me, Laura V. Jones, who being duly sworn does
state as follows:

- Page 1 of 3

4. Sometime prior to September 15, 2020, my sister and my uncle agreed that I would be substituted as the trustee of her trust under my grandmother's Will. The document they both signed to memorialize this is attached as **Exhibit 1**.

5. On September 18, 2020, I signed the Certification of Trust attached as **Exhibit 2**. This document was prepared by my uncle's attorney, Paul Ferrara, Esquire, or someone in his office. A copy of the email sending me first the blank, and then the filed, Certification of Trust is attached as **Exhibit 3**.

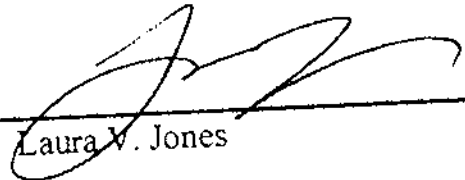
6. My sister and I were at that time, and still are, residents of Virginia.

7. My sister has certain disorders that qualified her to receive social security disability. Concerned about her ability to manage her trust's affairs and assets, I consulted an attorney about creating a Supplemental Needs Trust ("SNT") and decanting Kathleen's trust under our grandmother's Will into that SNT.

8. I consulted with Payton D. Cromwell, Esquire, who practices with Midgett Preti Olansen in Virginia Beach, VA. Mrs. Cromwell assisted me in changing the situs of Kathleen's trust under our grandmother's Will to Virginia. See Exhibit 4 ("Change of Status and Governing Law for the Kathleen E. Anderson Trust established under the Last Will and Testament of Veronique H.W. Pickett dated March 31, 1999").

9. Mrs. Cromwell also drafted the SNT, which is attached as **Exhibit 5**, and into which I understand my sister's trust under my grandmother's Will was decanted. I am the Trustee of my sister's SNT.

FURTHER AFFIANT SAYETH NOT.


Laura V. Jones

SWORN to before me this 21st day of September 20 23
[Signature]
Notary Public for Virginia
My commission expires: 8/31/25

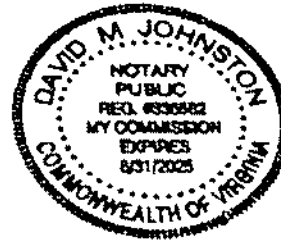


EXHIBIT 1

I, Kathleen Elizabeth Anderson, agree to appoint Laura V. Jones as Trustee of the Kathleen Elizabeth Anderson Trust established under the Will of Veronique H. W. Pickett dated March 31, 1999. I hereby consent to Bayard Scott Pickett Jr. being relieved as trustee.

Kathleen Elizabeth Anderson
Kathleen Elizabeth Anderson

I, Kathleen Elizabeth Anderson, agree to appoint Laura V. Jones as Trustee of the Kathleen Elizabeth Anderson Trust established under the Will of Bayard Scott Pickett, Sr. dated March 31, 1999. I hereby consent to Bayard Scott Pickett Jr. being relieved as trustee.

Kathleen Elizabeth Anderson
Kathleen Elizabeth Anderson

I, Bayard Scott Pickett, Jr. agree that Laura V. Jones be substituted as Trustee of the Kathleen Elizabeth Anderson Trust established under the Will of Veronique H. W. Pickett dated March 31, 1999.

Bayard S. Pickett Jr. a/k/a Bayard Scott Pickett Jr.
Bayard S. Pickett, Jr. a/k/a Bayard Scott Pickett, Jr.

I, Bayard Scott Pickett, Jr. agree that Laura V. Jones be substituted as Trustee of the Kathleen Elizabeth Anderson Trust established under the Will of Bayard Scott Pickett, Sr. dated March 31, 1999.

Bayard S. Pickett Jr. a/k/a Bayard Scott Pickett Jr.
Bayard S. Pickett, Jr. a/k/a Bayard Scott Pickett, Jr.

RECEIVED 9/29/2020
PER CLERK
ROD OFFICE S/W
CHARLESTON COUNTY, SC

EXHIBIT 2

CERTIFICATION OF TRUST

(0920, 067)

Pursuant to S.C. Code Ann. § 62-7-1013, this Certification of Trust is signed by the currently acting Trustee of the Kathleen Elizabeth Anderson Trust as established under the Will of Veronique H.W. Pickett dated March 31, 1999, who declares:

Settlor: Veronique H.W. Pickett

Name of Trust: Kathleen Elizabeth Anderson Trust as established under the Will of Veronique H.W. Pickett dated March 31, 1999

Date of Trust: March 31, 1999

Trustee(s): Laura V. Jones

Address of Trust/Trustee: 2229-B Greenwell Road, Virginia Beach, VA 23455

The undersigned trustee(s) does hereby confirm the existence of the within described Trust and certify the following:

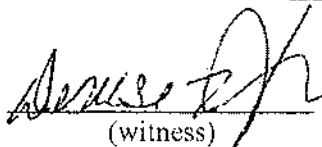
1. The undersigned is the only serving trustee.
2. The Trust is in full force and effect and has not been revoked, terminated or otherwise amended in any manner which would cause the representations in this Certification of Trust to be incorrect.
3. The Trust is irrevocable.
4. The above designated trustee is fully empowered to act for said Trust and is properly exercising the trustee's authority under this Trust. No other trustee or other individual or entity is required to execute any document for the Trust. Beneficiaries need not grant written consent in order for the Trustee to be able to dispose of trust property.
5. The signature(s) of all of the trustees is/are required for any action taken on behalf of the Trust.
6. The proper manner for taking title to Trust property is: **Laura V. Jones, as Trustee of the Kathleen Elizabeth Anderson Trust as established under the Will of Veronique H. W. Pickett dated March 31, 1999**
7. To the undersigned's knowledge, there are no claims, challenges of any kind, or cause of action alleged, which contest or question the validity of the Trust or the trustee's authority to

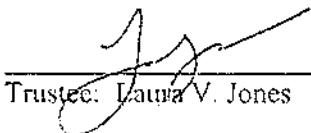
act for the Trust.

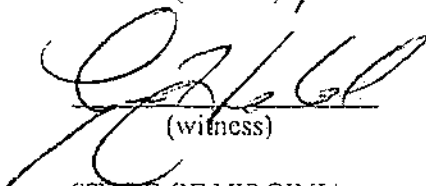
8. In addition to all the powers granted to fiduciaries under the law, The Trustee is authorized by the Trust Agreement to do the following: to sell and convey any part or all of the trust property, whether real, personal, or mixed, at the prices and on the terms the Trustee deems proper; to invest and reinvest all or any part of the trust assets in such securities, real estate, and other property as may be selected by the Trustee, irrespective of any limitation prescribed by law or custom on the investments of fiduciaries; to borrow money on the terms and conditions the Trustee determines and mortgage or pledge any part or all of the trust property as security for it; to exercise the voting rights appurtenant to securities and for that purpose to execute proxies or powers of attorney; and to distribute the trust property in kind or in money, or partly in kind and partly in money. The Trustee is further authorized to perform other acts that the Trustee deems necessary or desirable for the proper administration of this trust, the generality of this provision not being limited by any of the specific powers granted to the Trustee. The authorities vested in the Trustee may be exercised by the Trustee without the necessity of applying to any court for leave or confirmation. The Trust is subject to the laws of the State of South Carolina.

This Certification of Trust is evidence of the existence of the trust and is specifically relieved of any obligation to inquire into the terms of this trust or the authority of the Trustee, or to see to the application that the Trustee makes of funds or other property received by the Trustee.

IN WITNESS THEREOF: the undersigned, being all of the trustees, do hereby execute this Certificate of Trust this 18 day of September, 2020.

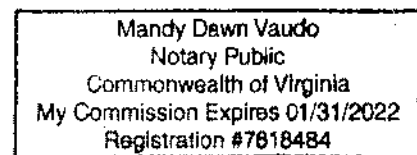

(witness)


Trustee: Laura V. Jones


(witness)

STATE OF VIRGINIA

ACKNOWLEDGMENT



COUNTY OF Virginia Beach

I, Mandy Vaudo, do hereby certify that trustee(s) personally appeared before me this day and acknowledged the due execution of the foregoing instrument. Witness my hand and official seal this 18 the day of September, 2020.

meurdo

Notary Public for Virginia

My Commission Expires: 1-31-2022

EXHIBIT 3

From: [Laura Jones](#)
To: [Elizabeth J. Palmer](#)
Subject: FW: Certification of Trust
Date: Friday, August 11, 2023 12:16:53 PM
Attachments: [external.png](#)
[Stamped Cert. Laura 2.pdf](#)
[Stamped cert. Laura 1.pdf](#)
[Stamped Cert. Kath 2.pdf](#)
[Stamped Cert Kath 1.pdf](#)

<!--[if !supportAnnotations]--> <!--[endif]-->



From: Jill Cohen <jill@ferraralawfirm.net>
Sent: Wednesday, October 7, 2020 3:42 PM
To: Laura Jones <ljones@CardinalBayTitleLLC.com>; xkatyxa@gmail.com
Subject: Fw: Certification of Trust

Good Afternoon,

Here are the Trust documents we created. In SC we are only required to do a certification not a memorandum of Trust. I hope this helps. Thank you!

Sincerely,

Jill Cohen

Paralegal



8887 Old University Blvd., Ste. 201

N. Charleston, SC 29406
(843) 569-5511 (office)
(843) 569-5411 (fax)

This e-mail and the information transmitted is PRIVILEGED and CONFIDENTIAL information

and is the property of the sender. If you are not the intended recipient, or the employee or agent responsible for delivering it to the intended recipient, you are hereby notified that any dissemination or copying of this information, or the taking of any action in reliance on the content of this information is strictly prohibited. If you have received this email in error, please immediately contact Paul B. Ferrara III with Ferrara Law Firm, PLLC at (843) 569-5511 and please delete the original transmittal of this information.

From: Jill Cohen

Sent: Monday, October 5, 2020 12:08 PM

To: Laura Jones <ljones@CardinalBayTitleLLC.com>

Cc: Janel Ferrara <janel@ferraralawfirm.net>; Paul Ferrara <paul@ferraralawfirm.net>; Tina Markferding <Tina@ferraralawfirm.net>

Subject: Certification of Trust

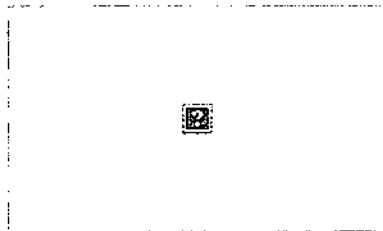
Good Morning,

Please see the attached. Thank you!

Sincerely,

Jill Cohen

Paralegal



8887 Old University Blvd., Ste. 201

N. Charleston, SC 29406

(843) 569-5511 (office)

(843) 569-5411 (fax)

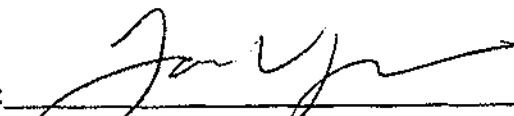
This e-mail and the information transmitted is PRIVILEGED and CONFIDENTIAL information and is the property of the sender. If you are not the intended recipient, or the employee or agent responsible for delivering it to the intended recipient, you are hereby notified that any dissemination or copying of this information, or the taking of any action in reliance on the content of this information is strictly prohibited. If you have received this email in error, please

immediately contact Paul B. Ferrara III with Ferrara Law Firm, PLLC at (843) 569-5511 and please delete the original transmittal of this information.

**CHANGE OF SITUS AND GOVERNING LAW FOR THE
KATHLEEN ELIZABETH ANDERSON TRUST
ESTABLISHED UNDER THE
LAST WILL AND TESTAMENT OF VERONIQUE H. W. PICKETT
DATED MARCH 31, 1999**

I, Laura V. Jones, Trustee of the trust established under the Last Will and Testament of Veronique H. W. Pickett dated March 31, 1999 ("Will") for the benefit of Kathleen Elizabeth Anderson Trust ("Trust"), do hereby exercise the powers given to me in Article 18 of the Will to change the situs and governing law of the Trust from the State of South Carolina to the Commonwealth of Virginia, effective this 5th day of April, 2021.

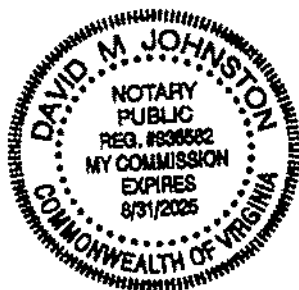
Witness my hand and seal this 5th day of April, 2021.

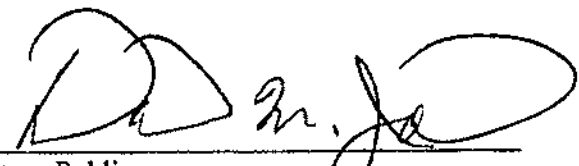
By: 
Laura V. Jones., Trustee

COMMONWEALTH OF VIRGINIA
CITY OF VIRGINIA BEACH, to-wit:

I HEREBY CERTIFY that on this 5th day of April, 2021, before me, the subscriber, a Notary Public in and for the aforesaid jurisdiction, personally appeared LAURA V. JONES, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, and acknowledged that the foregoing instrument was executed by LAURA V. JONES for the purposes therein contained.

WITNESS my hand and notarial seal.




Notary Public

**THIRD PARTY SUPPLEMENTAL NEEDS
TRUST FOR THE BENEFIT OF
KATHLEEN ELIZABETH ANDERSON**

PREPARED BY:



2901 S. Lynnhaven Road, Suite 120
Virginia Beach, Virginia 23452
757.687.8888 • Facsimile: 757.687.8732
www.mpopc.com

**THIRD PARTY SUPPLEMENTAL NEEDS
TRUST FOR THE BENEFIT OF
KATHLEEN ELIZABETH ANDERSON**

This Trust Agreement is made on this ____ day of April, 2021 (the "Effective Date"), between **LAURA V. JONES**, Trustee of the Trusts established for **KATHLEEN ELIZABETH ANDERSON** under the Last Will and Testament of Bayard Scott Pickett, Sr., dated March 31, 1999 and the Last Will and Testament of Veronique H. W. Pickett dated March 31, 1999 (hereinafter referred to as "Original Trustee") and **LAURA V. JONES**, Trustee (hereinafter referred to as the "Trustee");

WHEREAS, **BAYARD SCOTT PICKETT, SR.** and **VERONIQUE H. W. PICKETT** (the "Decedent") established separate trust shares under each of their Last Wills and Testaments dated March 31, 1999 ("Wills") for the benefit of their two (2) children, or if a child were to predecease them, for the deceased child's issue; and

WHEREAS, the Decedent's daughter, namely Veronique W. P. Anderson, predeceased both Decedents, and at the date of her death, December 24, 2003, she had two (2) children then living; and

WHEREAS, at the date of death of **BAYARD SCOTT PICKETT, SR.** on December 21, 2009, and the date of death of **VERONIQUE H. W. PICKETT** on December 18, 2018, the two (2) children of Veronique W. P. Anderson also were then living; and

WHEREAS, pursuant to the terms of the Decedent's Wills, separate trust shares were created for each child of Veronique W. P. Anderson, with the Decedent's son, Bayard S. Pickett, Jr., designated to act as Trustee; and

WHEREAS, in each Will, a trust share was created for **KATHLEEN ELIZABETH ANDERSON**, whose date of birth is October 3, 1987 (the "First Trust"), with Bayard S. Pickett, Jr. as the Trustee; and

WHEREAS, Bayard S. Pickett, Jr. resigned as Trustee of the First Trust and appointed **LAURA V. JONES** as substitute Trustee pursuant to written instrument signed by Kathleen Elizabeth Anderson and Bayard S. Pickett, Jr.; and

WHEREAS, **LAURA V. JONES** accepted her appointment as successor Trustee of the First Trust by written instrument dated April ____, 2021; and

WHEREAS, **KATHLEEN ELIZABETH ANDERSON** is a "disabled person" as defined in the Will and is a "beneficiary with a disability" as defined in Virginia Code Section 64.2-779.10; and

WHEREAS, LAURA V. JONES is a "special-needs fiduciary" as defined by Virginia Code Section 64.2-779.10; and

WHEREAS, pursuant to Virginia Code Section 64.2-779.1, *et. seq.*, the Original Trustee, as Trustee of the First Trust, may appoint all or part of the income and principal of the First Trust to a newly created trust for the benefit of the original beneficiary of the First Trust; and

WHEREAS, the Original Trustee desires to exercise the powers given to the Original Trustee in the Decedent's Will and under Virginia Code Section 64.2-779.1, *et. seq.*, as to all income and principal of the First Trust, such exercise to be effective as of the Effective Date; and

WHEREAS, the Trustee is willing to accept the trust hereby created and covenants to discharge faithfully the duties of a Trustee hereunder.

NOW THEREFORE, the Original Trustee intends to transfer all the assets and property of the First Trust to the Trustee, in trust, and the Trustee agrees to accept all the assets and property, and to hold, manage and distribute the property under the terms of this Agreement. This Agreement shall be known as the Third Party "Supplemental Needs Trust for the Benefit of Kathleen Elizabeth Anderson".

ARTICLE ONE THE SUPPLEMENTAL NEEDS TRUST

(1) **Trustee.** LAURA V. JONES shall serve as initial Trustee of the Third-Party Supplemental Needs Trust for the benefit of Kathleen Elizabeth Anderson. In the event Laura V. Jones is unable or unwilling to serve, LAURA V. JONES shall have the right to appoint any competent individual, law firm or corporate entity to serve as successor Trustee of the Third-Party Supplemental Needs Trust for the Benefit of Kathleen Elizabeth Anderson. In no event shall Kathleen Elizabeth Anderson be permitted to serve as Trustee.

(2) **Not a Conduit Trust.** For purposes of any qualified Individual Retirement Account payable to The Third-Party Supplemental Needs Trust for the Benefit of Kathleen Elizabeth Anderson, the trust shall be an accumulation trust and not a conduit trust.

(3) **Distributions for Supplemental Needs.** The Trustee, in the Trustee's sole, absolute, and unreviewable discretion, may distribute discretionary amounts of net income and principal for the supplemental needs of Kathleen Elizabeth Anderson (sometimes referred to herein as "Katy" or "Beneficiary") not otherwise provided by governmental financial assistance and benefits or other service providers.

"Supplemental needs" refers to the basic requirements for maintaining Katy's good health, safety, and welfare, when, in the discretion of the Trustee, those basic requirements are not being provided by any public agency, office, or department of any state or the United States.

"Supplemental needs" also includes medical and dental expenses; annual independent checkups; clothing and equipment; programs of training, education, treatment, and rehabilitation; private residential care; transportation, including vehicle purchases, maintenance and insurance; and essential dietary needs. "Supplemental needs" may include spending money; additional food; clothing; electronic equipment such as radio, recording and playback devices, television, and computer equipment; camping; vacations; athletic contests; movies; trips; and money to purchase appropriate gifts for relatives and friends.

The Trustee has no obligation to expend trust assets for those needs, but if the Trustee, in the Trustee's sole, absolute and unreviewable discretion, decides to expend trust assets, under no circumstances may any amounts be paid or reimbursed to the federal government, any state, or any governmental agency for any purpose, including for the care, support, and maintenance of Katy.

(4) **Objective to Promote Independence of Kathleen Elizabeth Anderson.** While actions are in the Trustee's sole, absolute and unreviewable discretion, all parties to this trust are to be mindful that it is intended that the trust principal shall be used in ways that will best enable Katy to lead as normal, comfortable, dignified, and fulfilling a life as possible.

(5) **Trust Assets Not to be Considered Available Resource to Kathleen Elizabeth Anderson.** The purpose of this trust is to supplement any benefits received or for which Katy may be eligible through various governmental assistance programs, and not to supplant those benefits. All actions of the Trustee must be directed toward carrying out this purpose and the discretion granted the Trustee under this trust to carry out this purpose is absolute.

For purposes of determining Katy's eligibility for any governmental assistance program benefits, no part of the principal or undistributed income of the trust estate is to be considered available to her for public benefit purposes. Katy does not have access to principal or income of the trust, and she has no ownership, right, authority, or power to convert any trust asset into cash for her own use.

The Trustee shall hold, administer, and distribute all property allocated to this trust for the exclusive benefit of Katy during her lifetime. All distributions from this trust share are in the sole and absolute discretion of the Trustee, and Katy is legally restricted from demanding trust assets for her support and maintenance.

In the event the Trustee is requested to release principal or income of the trust to or on behalf of Katy to pay for equipment, medication, or services that any government agency is authorized to provide, or in the event the Trustee is requested to petition a court or any other administrative agency for the release of trust principal or income for this purpose, the Trustee is authorized to deny the request and take whatever administrative or judicial steps may be necessary to continue Katy's eligibility for public benefits. This may include obtaining legal advice about Katy's specific entitlement to public benefits and obtaining instructions from a court of competent jurisdiction ruling that neither the trust corpus nor the trust income is available to Katy for eligibility purposes. Any expenses of the Trustee in this regard, including reasonable attorneys' fees, are a proper charge to the trust estate.

(6) **Distribution Guidelines.** The Trustee is responsible for determining what discretionary distributions are to be made from this trust. The Trustee may distribute discretionary amounts of income and principal to or for the benefit of Katy for those supplemental needs not otherwise provided by governmental financial assistance and benefits or by a service provider. The Trustee shall add any undistributed income to principal. In making distributions, the Trustee:

- a. shall consider any other known income to or resources of Katy that are reasonably available;
- b. shall consider all entitlement benefits from any government agency, such as Social Security disability payments, Medicare, Medicaid (or any state Medicaid program equivalent), Supplemental Security Income (SSI), In-Home Support Service (IHSS), and any other special-purpose benefits for which Katy is eligible;
- c. shall consider all applicable Program Operating Manual System (POMS), all applicable guidelines set forth in the Virginia Department of Social Services Medicaid Manual, and any and all other similar guidelines of any other assistance program in effect at the time of the distribution;
- d. shall consider resource and income limitations of any assistance program;
- e. shall make expenditures so that Katy's standard of living will be comfortable and enjoyable;
- f. is not obligated or compelled to make specific payments;
- g. may not pay or reimburse any amounts to any governmental agency or department, unless proper demand is made by this governmental agency and reimbursement is required by the state; and
- h. will not be liable for any loss of benefits.

(7) **No Seeking of Order to Distribute.** For purposes of determining Katy's state Medicaid program equivalent eligibility, no part of the principal or undistributed income of the trust estate may be considered available to Katy. The Trustee shall deny any request by Katy to release principal or income of the trust to her or on her behalf to pay for equipment, medication, or services that the state Medicaid program equivalent would provide if the trust did not exist, or petition a court or any other administrative agency for the release of trust principal or income for this purpose.

The Trustee may, in the Trustee's sole, absolute and unreviewable discretion, take necessary administrative or legal steps to protect Katy's eligibility for a state equivalent of the Medicaid program. This may include obtaining a ruling from a court of competent jurisdiction that the trust income and principal is not available to Katy for purposes of determining eligibility for a state

equivalent of the Medicaid program. Expenses for this purpose, including reasonable attorneys' fees, are a proper charge to the trust estate.

(8) **Spendthrift Provisions.** To the maximum extent permitted by law, the principal and income of this supplemental needs trust created shall not be liable for the debts of Katy or subject to voluntary or involuntary assignment, alienation or anticipation by Katy, nor shall it be subject to attachment, bankruptcy proceedings or any other legal process, or the interference or control of creditors or others.

(9) **Distribution upon the Death of Kathleen Elizabeth Anderson.** If Katy dies after the establishment of her trust but before the complete distribution of her trust, the Trustee shall distribute the remaining trust property to Katy's issue, in equal shares, *per stirpes*, subject to the trust provisions of Article Seven of the Decedent's Will, or if there are no such issue then living, then to LAURA V. JONES, *per stirpes*.

ARTICLE TWO DEBTS, TAXES AND OTHER CHARGES

The Trustee, in her sole discretion, may pay to, or upon the order of, the Executor of the Probate Estate of KATHLEEN ELIZABETH ANDERSON funds needed to pay her legally enforceable debts, her funeral and burial expenses, costs of administration and transfer taxes. The Trustee may rely upon the Executor as to the amount of the charges. The decision of the Trustee whether to provide funds shall be final. Assets that are not included in KATHLEEN ELIZABETH ANDERSON's gross estate shall not be used for such payments.

ARTICLE THREE FIDUCIARIES

A. Resignation of Trustee.

Any Trustee may resign by written notice to the beneficiary. The resignation shall be effective upon either the acceptance of fiduciary duties by the successor Trustee next named in this Declaration or the appointment of a successor Trustee pursuant to Paragraph B of this Article.

B. Successor Trustee.

(1) If all Trustees named herein resign or cease to serve, the last serving Trustee may appoint a licensed attorney in good standing with the applicable State Bar Association or law firm in good standing with the applicable State Bar Association or any bank or trust company having trust powers as successor Trustee. The appointment shall be effective upon written acceptance of fiduciary duties by the successor Trustee or by accepting delivery of the trust assets and exercising the

powers or performing the duties of a Trustee. If no successor Trustee is so appointed, a successor corporate Trustee or a licensed attorney in good standing with the applicable State Bar Association or law firm in good standing with the applicable State Bar Association may be appointed as provided by law upon application of the resigning Trustee or any beneficiary.

(2) Within sixty (60) days of accepting the duties of Trustee, the Trustee shall notify the qualified beneficiaries of the Trust of the acceptance and shall provide the Trustee's name, address and at least one (1) telephone number. If the Trust is irrevocable at the time a successor Trustee shall act as fiduciary, the Trustee shall also notify the qualified beneficiaries of (a) the existence of the Trust; (b) the identity of the Original Grantor of the Trust; (c) the right to request a copy of the Trust; and (d) the right to an annual report as set forth in Paragraph J. herein.

(3) Each individual named herein or appointed pursuant to the provisions hereof as Trustee, as a condition to such person so serving or being appointed, upon written request of any person having an interest hereunder, shall execute a written statement (a) authorizing and directing all of his or her health care providers to release to any person having an interest hereunder (herein "Information Recipient") any and all Protected Health Information (including, but not limited to, the results of any medical examination conducted pursuant to the remainder of this sentence) for purposes of allowing a determination of whether the individual lacks the required capacity to continue to so serve hereunder and (b) in a form sufficient to permit such release pursuant to 45 C.F.R. § 164.508 (or any successor provision thereto). The term, "Information Recipient," shall include, but not be limited to, another Trustee acting hereunder. Any individual who revokes such authorization shall thereupon be treated as resigning as Trustee hereunder upon the date of discovery of such revocation by any Information Recipient; provided that, notwithstanding the foregoing, upon discovery of such revocation, such fiduciary shall not be treated as resigning if the requisite authorization described above is executed by such individual within twenty (20) days after notice of such discovery is given to such individual by any Information Recipient. In addition, each individual so serving who (1) fails within a reasonable time to undergo a medical examination at the written request of any person having an interest hereunder (including, but not limited to, another Trustee acting hereunder) for the sole purpose of determining if the individual lacks the required capacity to continue to so serve hereunder or (2) fails to cause the results of such examination to be made available within a reasonable time to the person making the written request, shall be treated as resigning as such fiduciary, provided that there is reasonable basis to request that the medical examination be undertaken and provided further that no such request may be made by a person having an interest hereunder more than once every thirty-six (36) months. The cost of the medical examination shall be borne by the trust with respect to which such individual is acting as Trustee. In no event shall the Trustee be required to undertake a medical examination more frequently than annually.

C. Actions of Predecessor.

No Trustee serving under this Agreement shall be responsible for or required to inquire into any fiduciary actions occurring before such Trustee's appointment.

D. Compensation.

Any corporate Trustee or licensed attorney or law firm serving hereunder shall receive for its services the compensation specified in its written fee schedule in effect at the time services are rendered, and such compensation may vary from time to time based on such schedule. An individual Trustee shall be entitled to a reasonable compensation annually for services rendered as Trustee. "Reasonable compensation" shall be defined as an amount not to exceed one percent (1%) of the principal and income under administration during any calendar year. The Trustee shall be entitled to reimbursement, out of the trust income or principal, with interest as appropriate, for any expenses properly incurred in the administration of the Trust or as otherwise provided in Virginia Code Section 64.2-762.

E. Fiduciary Powers.

(1) In addition to the powers granted by law, the Trustee is granted those powers set forth in Virginia Code Sections 64.2-105, 64.2-777 and 64.2-778, and those Code Sections are incorporated in this Agreement by this reference.

(2) If any asset donated to this Trust does not meet the requirements of the prudent investor standard set forth in Virginia Code Section 64.2-781, the Trustee may nevertheless retain the asset for so long as the Trustee, in his or her sole discretion, may deem appropriate.

(3) The Trustee may borrow money (including borrowings from any corporate Trustee or its affiliates) for any purpose deemed in the best interests of any trust under this Agreement and may secure such borrowings with any assets of such trust.

(4) The Trustee may invest the trust assets in a money market or other short-term fund whether or not the Trustee (or affiliates of any corporate Trustee) is the sponsor, advisor, manager or custodian of, or provides services to, such fund. The compensation received by the Trustee (or affiliates of any corporate Trustee) for services rendered to such fund shall not reduce the compensation of the Trustee under this Agreement.

(5) The Trustee is expressly granted the right, power, and authority to mortgage, encumber, pledge, and create a security interest in any of the Trust Assets, whether real, personal, or mixed, and to secure any trust indebtedness, whether jointly or individually, whether now or hereafter incurred, and the Trustee is specifically authorized and empower to execute, acknowledge, and deliver to the lender of such funds a deed of trust or other security instrument, in such form as the lender may reasonably require, conveying as collateral for such extension of credit, all of the right, title and interest possessed by this Trust in any asset, whether real or personal, as security for an indebtedness of mine.

(6) In the event more than one Trustee shall be appointed to act, each Trustee may act independently of the other in all matters affecting the Trust assets. Any non-acting Trustee shall not be liable for any breach of duty by such acting Trustee provided that such non-acting Trustee shall have notified, in writing, the remaining Trustees of his or her dissent at or before the time of the action or upon notice of the action.

(7) If, for any reason, the Trustee of any trust created under this Agreement is unwilling or unable to act with respect to any trust property or any provision of this Agreement, the Trustee shall appoint, in writing, a corporate fiduciary or an individual to serve as an Independent Trustee as to such property or with respect to such provision. The appointment may be perpetual or limited as to time in the discretion of the Trustee. The Independent Trustee appointed shall not be related or subordinate to any beneficiary of the trust within the meaning of I.R.C. Section 672(c). The Trustee may revoke any such appointment at will.

An Independent Trustee shall exercise all fiduciary powers granted by this Agreement unless expressly limited elsewhere in this Agreement or by the Trustee in the instrument appointing the Independent Trustee. An Independent Trustee may resign at any time by delivering written notice of resignation to the Trustee. Notice of resignation shall be effective in accordance with the terms of the written notice.

F. Merger.

The Trustee may merge or consolidate for administrative purposes any trust under this Agreement with any other trust made by the Original Grantor or any other person having the same Trustee and substantially the same disposition provisions.

G. Fiduciary Discretion.

The powers and discretion granted to the Trustee are exercisable only in a fiduciary capacity and may not be used to enlarge or shift any beneficial interest except as an incidental consequence of the discharge of fiduciary duties. The Trustee may make discretionary payments to the beneficiaries of any trust in unequal shares and may, but shall not be required to, consider other resources available to any beneficiary. The Trustee may make tax elections without regard to the relative interests of any beneficiaries and may, but shall not be required to, make equitable adjustments among beneficiaries. No Trustee shall be liable or responsible for the manner in which any discretion is exercised under this Agreement unless the conduct of the Trustee amounts to fraud, willful misconduct, bad faith or reckless indifference to the rights of any qualified beneficiary of this Trust.

H. Change of Situs.

The Trustee may change the situs of this Trust (and to the extent necessary or appropriate, move the Trust assets) to a state or country other than the one in which the Trust is then administered if the Trustee believes the change will be in the best interests of the Trust or the beneficiaries. The Trustee may elect that the law of such other jurisdiction shall govern the Trust to the extent necessary or

appropriate under the circumstances. The Trustee shall not be required or obligated to notify any qualified beneficiary, or any other person, of any such proposed transfer or to provide any other notice and information provided under Virginia Code Section 64.2-706 or any other provision under the Virginia Uniform Trust Code, or the laws of any other state or country governing the administration of this Trust.

I. Bond.

The Trustee shall not be required to post bond, surety, or security for its service as Trustee under this Agreement. Every Trustee shall have the obligation of performing and exercising all of its duties in a fiduciary manner.

J. Accountings.

The Trustee shall not be required to file accountings with any court or public official. The Trustee shall provide an annual report to any qualified beneficiary of any Trust created herein upon receipt of a written request by such qualified beneficiary. A qualified beneficiary may waive the right to such report or to any other information required to be provided by this Agreement or under applicable state law governing this Trust.

K. Delegation of Duties.

The Trustee may employ such agents, including but not limited to, attorneys, accountants, appraisers, brokers or real estate agents, as may be appropriate or necessary to assist the Trustee in fulfilling his or her duties of administration of this Trust. The Trustee shall have no liability to any beneficiary of this Trust for actions taken by such agents, provided that the Trustee, with reasonable care, skill, and caution:

- (1) Selects such agents;
- (2) Establishes the scope and terms of the delegation consistent with the purposes of this Trust; and
- (3) Periodically reviews and monitors the agents' performance and compliance with the terms of such delegation.

L. Payments Before Notice of An Event.

Until the Trustee shall receive written notice of any birth, marriage, death, or any other event upon which the right to payments from this Trust may depend, the Trustee shall incur no liability to persons whose interests may have been affected by the event for disbursements made by the Trustee in good faith.

M. Digital Assets.

(1) The Trustee may take any action (including, without limitation, assuming or amending a terms-of-service agreement or other governing instrument) with respect to Digital Assets, Digital Devices, or Digital Accounts of the beneficiary as the Trustee shall deem appropriate, and as shall be permitted under applicable state and Federal law. The Trustee may engage experts or consultants or any other third party, and may delegate authority to such experts, consultants or third parties, as necessary or appropriate to effectuate such actions with respect to Digital Assets, Digital Devices, or Digital Accounts, including, but not limited to, such authority as may be necessary or appropriate to decrypt electronically stored information, or to bypass, reset or recover any password or other kind of authentication or authorization. This authority is intended to constitute "lawful consent" to any service provider to divulge the contents of any communication or record under The Stored Communications Act (currently codified as 18 U.S.C. §§ 2701 *et seq.*), the Computer Fraud and Abuse Act (currently codified as 18 U.S.C. §§ 1030), and any other state or federal law relating to Digital Assets, data privacy, or computer fraud, to the extent such lawful consent may be required. The Trustee shall be an authorized user for purposes of applicable computer-fraud and unauthorized-computer-access laws. The authority granted under this paragraph is intended to provide the Trustee with full authority to access and manage Digital Assets, Digital Devices, or Digital Accounts, to the maximum extent permitted under applicable state and Federal law and shall not limit any authority granted to the Trustee under such laws.

(2) The following definitions and descriptions shall apply under this Trust to the authority of the Trustee with respect to Digital Assets and Accounts of the beneficiary:

(a) "Digital Assets" shall be any electronic record that is defined as a "Digital Asset" under the Virginia Uniform Fiduciary Access to Digital Assets Act (currently codified as §64.2-116, *et seq.* of the Code of Virginia (1950)), together with any and all files created, generated, sent, communicated, shared, received, or stored on the Internet or on a Digital Device, regardless of the ownership of the physical device upon which the digital item was created, generated, sent, communicated, shared, received or stored (which underlying physical device shall not be a "Digital Asset" for purposes of this instrument).

(b) A "Digital Device" is an electronic device that can create, generate, send, share, communicate, receive, store, display, or process information, including, without limitation, desktops, laptops, tablets, peripherals, storage devices, mobile telephones, smartphones, cameras, electronic reading devices, and any similar digital device which currently exists or may exist as technology develops or such comparable items as technology develops.

(c) "Digital Account" means an electronic system for creating, generating, sending, sharing, communicating, receiving, storing, displaying, or processing information which provides

access to a Digital Asset stored on a Digital Device, regardless of the ownership of such Digital Device.

(d) For the purpose of illustration, and without limitation, Digital Assets and Digital Accounts shall include email and email accounts, social network content and accounts, social media content and accounts, text, documents, digital photographs, digital videos, software, software licenses, computer programs, computer source codes, databases, file sharing accounts, financial accounts, health insurance records and accounts, health care records and accounts, domain registrations, DNS service accounts, web hosting accounts, tax preparation service accounts, online store accounts and affiliate programs and other online accounts which currently exist or may exist as technology develops, or such comparable items and accounts as technology develops, including any words, characters, codes, or contractual rights necessary to access such items and accounts.

N. Irrevocable Trust.

This Agreement and any trust under this Agreement shall be irrevocable.

ARTICLE FOUR MISCELLANEOUS PROVISIONS

A. Spendthrift Provisions.

To the maximum extent permitted by law, the principal and income of any trust created herein shall not be liable for the debts of any beneficiary or subject to voluntary or involuntary assignment, alienation or anticipation by a beneficiary, nor shall it be subject to attachment, bankruptcy proceedings or any other legal process, or the interference or control of creditors or others. Nothing contained in this Paragraph shall restrict in any way the exercise of any power of appointment granted elsewhere in this Agreement.

B. Construction of Terms.

Where appropriate to the context, pronouns or other terms expressed in one number and gender shall be deemed to include the other number and gender. References to transfer taxes shall include gift, estate, inheritance and similar taxes, as well as generation-skipping transfer taxes. Tax-related terms shall be construed in the context of the federal revenue laws in effect at the death of the Original Grantor. The headings of Articles, Paragraphs or Sections used within this Agreement are included solely for convenience and shall not have any significance in the interpretation or construction of this Agreement.

C. Definitions.

(1) **Agreement:** The terms "Agreement" or "Declaration" mean this Trust Agreement and include all trusts created under the terms of this Agreement.

(2) **Descendants:** The term "descendants" shall include a person's lineal descendants of all generations.

(3) **Incapacity:** Except as otherwise provided in this Agreement, a person is deemed incapacitated in any one of the following circumstances:

(a) An individual is deemed incapacitated whenever, in the opinion of two (2) licensed physicians, the individual is unable to effectively manage his or her property or financial affairs, whether as a result of age, illness, use of prescription medications, drugs or other substances, or any other cause. An individual is deemed restored to capacity whenever the individual's personal or attending physician provides a written opinion that the individual is able to effectively manage his or her property and financial affairs;

(b) An individual is deemed incapacitated if a court of competent jurisdiction has declared the individual to be disabled, incompetent or legally incapacitated; and

(c) An individual is deemed incapacitated whenever he or she cannot effectively manage his or her property or financial affairs due to the individual's unexplained disappearance or absence from their primary residence for more than thirty (30) days, or whenever he or she is detained under duress.

An individual's disappearance, absence, or detention under duress may be established by an affidavit of the Trustee or, if no Trustee is serving, by the affidavit of any qualified beneficiary. The affidavit shall describe the circumstances of the individual's disappearance, absence or detention and may be relied upon by any third party dealing in good faith with the Trustee in reliance upon the affidavit.

(4) **Independent Trustee:** The term "Independent Trustee" means a Trustee who is not an Interested Trustee as defined in Section 6 of this Paragraph and includes an Independent Trustee appointed under the provisions of Article Five. Only an Independent Trustee may exercise those powers granted exclusively to an Independent Trustee and when the phrase "other than an Interested Trustee" or similar language is used. Whenever this Agreement specifically prohibits an Interested Trustee from exercising discretion or performing an act, then only an Independent Trustee may exercise that discretion or perform that act. An Independent Trustee shall not be liable to any person for any good faith exercise or nonexercise of its discretion under this Agreement.

(5) **Interested Trustee:** The term "Interested Trustee" means (1) a Trustee who is a transferor of property to the trust (including a person whose qualified disclaimer resulted in property passing to the trust); (2) a Trustee who is a beneficiary of the trust; or (3) a Trustee whom a beneficiary of the trust

can remove and replace by appointing a Trustee that is related or subordinate to the beneficiary within the meaning of I.R.C. Section 672(c).

For purposes of this section, "a beneficiary of the trust" means a person who is, or in the future may be, eligible to receive income or principal from the trust pursuant to the terms of the Trust. A person shall be considered a beneficiary of a trust even if he or she has only a remote contingent remainder interest in the trust; however, a person shall not be considered a beneficiary of a Trust if the person's only interest is as a potential appointee under a testamentary power of appointment.

(6) **Internal Revenue Code and Treasury Regulations:** References to the "Internal Revenue Code" or to its provisions are to the Internal Revenue Code of 1986, as amended from time to time, and the corresponding Treasury Regulations, if any. References to the "Treasury Regulations" are to the Treasury Regulations under the Internal Revenue Code in effect from time to time. If a particular provision of the Internal Revenue Code is renumbered or the Internal Revenue Code is superseded by a subsequent federal tax law, any reference is deemed to be made to the renumbered provision or to the corresponding provision of the subsequent law, unless to do so would clearly be contrary to the Original Grantor's intent as expressed in this Agreement. The same rule shall apply to references to the Treasury Regulations.

(7) **Per Stirpes and Per Capita:** Whenever a distribution is to be made to a person's descendants "*per stirpes*," the distribution shall be divided into as many shares as there are then living children of the person and deceased children of the person who left then living descendants. Each then living child shall receive one share, and the share of each deceased child shall be divided among the child's then living descendants in the same manner. Whenever a distribution is to be made "*per capita*," the distribution shall be divided into as many shares as there are then living persons designated as a recipient or beneficiary of such distribution, and each then living person so designated shall receive one share.

(8) **Qualified Beneficiary:** The term "qualified beneficiary" as used in this Agreement shall mean a living or then existing beneficiary who, on the date the beneficiary's qualification is determined, (i) is a distributee or permissible distributee of trust income or principal; (ii) would be a distributee or permissible distributee of trust income or principal if the interests of the distributees described in (i) terminated on that date, but the termination of those interests would not cause the trust to terminate; or (iii) would be a distributee or permissible distributee of trust income or principal if the Trust terminated on that date.

(9) **Shall and May:** Unless otherwise specifically provided in this Agreement or by the context in which used, the word "shall" is used in this agreement to command, direct or require and the word "may" is used to allow or permit, but not require. In the context of the Trustee, when the word "may" is used, it is intended that the Trustee may act in his or her sole and absolute discretion unless otherwise stated in this Agreement.

(10) **Trust Property or Trust Assets:** The phrase "trust property" or "trust assets" shall be construed to mean all property held by the Trustee under this Agreement, including all property that the Trustee may acquire from any source.

D. Rule Against Perpetuities.

Anything in this Trust notwithstanding, no trust created hereunder shall continue beyond twenty-one (21) years after the death of the last to die of those beneficiaries who were living at the time of the Original Grantor's death or the maximum period of time allowed by law in the jurisdiction or situs of the Trust, whichever shall be greater, and upon the expiration of such period all trusts shall terminate, and the assets thereof shall be distributed outright to those beneficiaries and in the same proportions as designated in the trust.

E. Severability.

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement. If a court of competent jurisdiction determines that any provision is invalid, the remaining provisions of this Agreement are to be interpreted and construed as if the invalid provision had never been included in this Agreement.

F. Situs, Multiple Counterparts.

This Agreement is made or delivered in Virginia and shall be governed by its laws unless the situs is changed pursuant to the provisions of Article Three herein. This Agreement may be signed in more than one counterpart, each of which is an original.

WITNESS my signature and seal:

GRANTOR, ORIGINAL TRUSTEE and TRUSTEE:

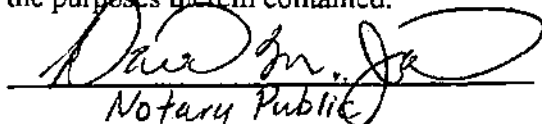
 (SEAL)
LAURA V. JONES



COMMONWEALTH OF VIRGINIA
CITY OF VIRGINIA BEACH, to-wit:

I HEREBY CERTIFY that on this 5th day of April, 2021, before me, the subscriber, a Notary Public in and for the aforesaid jurisdiction, personally appeared LAURA V. JONES, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, and acknowledged that the foregoing instrument was executed by LAURA V. JONES for the purposes therein contained.

WITNESS my hand and notarial seal.


Notary Public



Notary Public

SCHEDULE A
TO THE THIRD PARTY SUPPLEMENTAL NEEDS TRUST FOR
THE BENEFIT OF KATHLEEN ELIZABETH ANDERSON
LIST OF ENTRUSTED ASSETS

- A. Residential property located at 145 Sawgrass Bend, Virginia Beach, Virginia 23451 and all other real property referred to in the attached copies of deeds.
- B. All stocks, bonds, and other securities, identifying copies of which are attached.
- C. Accounts as listed herein, or identifying copies of which are attached:

Checking: _____

Savings: _____

Brokerage: _____

Certificates of Deposit: _____

Money Market Accounts: _____

Mutual Funds: _____

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)
IN THE MATTER OF:)
VERONIQUE W. PICKETT)
LAURA V. JONES, AS TRUSTEE OF THE)
LAURA V. JONES TRUST AS)
ESTABLISHED BY THE WILL OF)
VERONIQUE H.W. PICKETT DATED)
MARCH 31, 1999 AND AS TRUSTEE OF)
THE KATHLEEN B. ANDERSON TRUST)
AS ESTABLISHED UNDER THE WILL)
OF VERONIQUE H.W. PICKETT DATED)
MARCH 31, 1999,)
Petitioners,)
v.)
BAYARD SCOTT PICKETT, JR.,)
Respondent.)

IN THE PROBATE COURT
CASE NO: 2019-ES-10-00394

EZ FILING
PROBATE COURT
CHARLESTON COUNTY, SOUTH CAROLINA
2019ES1000394
10/23/2023 1:33PM

FILED

MAR 12 2024

JULIE J. ARMSTRONG
CLERK, C.P. & G.S.

CERTIFICATE OF SERVICE

The undersigned hereby certifies that she served Petitioner's Memorandum in Opposition to Motions for Reconsideration on the following via email on October 23, 2023:

Paul B. Ferrara, III, Esquire
8887 Old University Blvd., Suite 201
North Charleston, SC 29406
paul@ferraralawfirm.net

ATTORNEY FOR RESPONDENT

Eric B. Laquiere, Esquire
Laquiere Legal Services, LLC
3674 Old Charleston Hwy.
Johns Island, SC 29455
eric@laqlaw.com

ATTORNEY FOR KATHLEEN B. ANDERSON AKA KATHLEEN ELIZABETH
ANDERSON

By: /s/ Taylor Davis
Paralegal
Saxton & Stump, LLC

STATE OF SOUTH CAROLINA) IN THE PROBATE COURT
COUNTY OF CHARLESTON) CASE NO: 2019-ES-10-0394

IN THE MATTER OF:
VERONIQUE W. PICKETT

LAURA V. JONES, AS TRUSTEE OF THE
LAURA V. JONES TRUST AS
ESTABLISHED BY THE WILL OF
VERONIQUE H.W. PICKETT DATED
MARCH 31, 1999 AND AS TRUSTEE OF
THE KATHLEEN E. ANDERSON TRUST
AS ESTABLISHED UNDER THE WILL
OF VERONIQUE H.W. PICKETT DATED
MARCH 31, 1999,

Petitioners,

v.

BAYARD SCOTT PICKETT, JR.,

Respondent.

v.

KATHLEEN E. ANDERSON aka
KATHLEEN ELIZABETH ANDERSON, in
her individual capacity.

Party in Interest/Counterclaimant.

EZ FILING

PROBATE COURT

CHARLESTON COUNTY, SOUTH CAROLINA

2019ES1000394

1/16/2024 11:07AM

FILED

MAR 12 2024

JULIE J. ARMSTRONG
CLERK, C.P. & G.S.

SUPPLEMENTAL MEMORANDUM IN OPPOSITION TO
MOTIONS TO RECONSIDER

This matter is before the Court on Motions to Reconsider filed by Bayard Scott Pickett, Jr., and Kathleen E. Anderson which ask the Court to reconsider its Order for Appointment of Special Administrator, filed on September 27, 2023. Laura Jones, who filed the Petition for Appointment of Special Administrator in her capacity as trustee for two of the devisees of the Estate, previously filed a Memorandum in Opposition to the Motions to Reconsider. This supplemental memorandum

is being submitted in order to address a number of financial transactions, undertaken by Bayard Scott Pickett, Jr., that have come to light and that further support this Court's determination that a Special Administrator "is necessary to preserve the estate or secure its proper administration." S.C. Code Ann. § 62-3-614(2).

In short, Mr. Pickett has systematically drained the Estate's bank account, transferring the majority of its assets to various accounts (including a money market account and a 12-month CD) in his individual name. Moreover, he has spent over \$40,000 of the Estate funds, all after filing his Application for Subsequent Administration. In other words, Mr. Pickett spent \$40,000 of Estate funds at a time where he clearly knew that he was not the personal representative (given that he had a pending application requesting to be reappointed as personal representative).

I. Transferring of Estate funds to Mr. Pickett's Individual Accounts

As of March 1, 2023, the Estate of Veronique W. Pickett account at Atlantic Union Bank (Acct# 1141) (the "AUB Estate Account"), had a balance of \$1,450,119.62. See Exhibit 1 (3/31/23 account statement).¹ As of July 31, 2023, the balance was \$824.62. See Exhibit 2 (7/31/23 account statement).

On March 14, 2023, Mr. Pickett wrote four checks from the AUB Estate Account, each in the amount of \$250,000. See Exhibit 3 (copies of checks). Each of those 4 checks was deposited into accounts, or used to open accounts, at different banks in Mr. Pickett's individual name as follows:

- Check #1001 (\$250,000) – opened Bay Port Credit Union – account #2183
- Check #1002 (\$250,000) – deposited into ABNB FCU – account #7487
- Check #1003 (\$250,000) – opened Bank of America – account #3979
- Check #1004 (\$250,000) – opened TowneBank – account #0618

¹ These funds constituted the proceeds from the sale of the Estate's primary asset, real property located in Mt. Pleasant.

See Exhibit 4 (BayPort acct. stmt. & agmt.); **Exhibit 5** (ABNB acct. stmt.); **Exhibit 6** (BOA acct. stmt. & agmt.); **Exhibit 7** (TowneBank acct. stmt. & agmt.).

Mr. Pickett wasn't done. On May 24, 2023, he withdrew \$450,000 from the AUB Estate Account. See Exhibit 8 (5/31/23 account statement). These funds were deposited into a money market account in Mr. Pickett's individual name at Atlantic Union Bank (Acct #2742). Also on May 24, 2023, Mr. Pickett withdrew \$150,105.79 from the ABNB #7487 account and deposited it into the money market account. The documentation (statement, deposit slips, account opening documentation) for the money market account (Atlantic Union Bank #2742) are attached collectively as **Exhibit 9**.

Mr. Pickett then used the \$100,000 remaining in his ABNB #7487 account and apparently used it to purchase a 12-month CD. See Exhibit 10 (ABNB account statement showing both ABNB accounts/deposit into 12-month CD account).

Mr. Pickett systematically drained the AUB Estate Account and transferred the assets to six different accounts at four different banks, with all accounts being titled in his individual name. Even if well-intentioned, these actions demonstrate that a Special Administrator is necessary to preserve the Estate and secure its proper administration.

II. Improper Expenditures of Estate Funds

Mr. Pickett's appointment as Personal Representative was terminated by order of this Court entered in January 2022. As such, he was duty-bound to preserve the assets subject to his control. See S.C. Code Ann. § 62-3-608. Mr. Pickett filed his Application for Subsequent Administration on May 19, 2023. In the months that followed, and even after the filing of Mrs. Jones' Objection to Appointment (filed on May 31, 2023) and Petition for Appointment of Special Administrator (filed on June 27, 2023), Mr. Pickett saw fit to spend \$40,000 of the Estate's funds. Not only did

he not have the authority to make these expenditures, but they were not even made to devisees of the Estate.

As set forth above, Mr. Pickett opened an estate account at Atlantic Union Bank (#1141) and deposited therein the proceeds from the sale of the Estate's primary asset – real property located in Mt. Pleasant, SC. That account was opened in October 2020, shortly after the closing took place. In addition to that account, Mr. Pickett previously opened an Estate account at Bank of America (#5092) shortly after the Decedent passed on March 11, 2019 (the "BOA Estate Account"). The BOA Estate Account was opened on April 5, 2019, with a deposit of \$70,000. See Exhibit 11. Presumably because he had already moved all of funds from the AUB Estate Account into various accounts in his own name, it is from the BOA Estate Account that Mr. Pickett proceeded to spend in excess of \$40,000 between July 1, 2023, and September 19, 2023. Those expenditures, all from the BOA Estate Account (#5092)² are as follows:

7/1/2023	Check to Lincoln Life Insurance	\$ 51.25
8/1/2023	Check to Lincoln Life Insurance	\$ 51.25
8/9/2023	\$10,000 wire to Laquiere Legal Services (to hire atty for Katy?)	\$ 10,000.00
8/15/2023	Check to Christopher Humphreys (CPA) (endorsed/deposited by Ferrara Law Firm)	\$ 2,500.00
8/24/2023	Check to Katy Anderson (but endorsed by and deposited into Ferrara Law Firm)	\$ 3,500.00
8/28/2023	Check to RPG Plumbing Services (Memo line says: "Katy's House (Repairs)")	\$ 3,105.77
8/30/2023	Check to Derek Haley (Memo line says: "Katy's House Repair")	\$ 275.00
8/30/2023	Check to Katy Anderson (Memo line says: "Draw from Estate")	\$ 3,000.00
8/31/2023	Check to Floor Decor (Memo line says: "Katy's Flooring")	\$ 2,297.73
8/31/2023	Check to "Scott Pickett" (Memo line says: "Payback Katy's Hotel")	\$ 1,619.14
9/5/2023	Check to "Denny Garcia" (Memo line says: "Katy's Floor Labor")	\$ 1,200.00
9/5/2023	Check to "James Lawson" (Memo line says: "Katy Anderson House")	\$ 150.00

² A number of transfers from Mr. Pickett's BOA #3979 account (opened with one of the \$250,000 checks) were made to the BOA Estate Account (#5092) to cover the listed expenditures.

9/12/2023	Check to "RPG Plumbing Services" (Memo line says: "Katy's House Labor")	\$ 590.65
9/18/2023	Check to Katy Anderson	\$ 2,000.00
9/19/2023	Check to "East Coast Centre for Cosm" (Memo line says: "Dr Chicky (Katy)")	\$ 5,485.00
9/19/2023	Check to Ferrara Law Firm	\$ 5,000.00
	<u>Total:</u>	\$ 40,825.79

See **Exhibit 12** (BOA #5092 statements/ checks).

Presumably, Mr. Pickett will argue that some of the expenditures were properly made distributions. However, Kathleen E. Anderson ("Katy") is not a devisee of the Estate. Her trust, of which Laura V. Jones is the Trustee, is a devisee. Even if well-intentioned, these expenditures exhibit Mr. Pickett's persistent unwillingness to follow statutorily required administration procedures and illustrate the necessity of the appointment of a Special Administrator.

CONCLUSION

As set forth in Mrs. Jones' previously filed Memorandum in Opposition, the Motions for Reconsideration filed by Bayard Scott Pickett, Jr., and Kathleen E. Anderson are untimely and must be denied on that basis. However, even if timely, they must nonetheless be denied and Laura V. Jones awarded the costs and attorneys' fees incurred in opposing the same. The Court's Order for Appointment of Special Administrator was absolutely proper, supported by the evidence, and necessary to secure the assets of the Estate and ensure its proper (and long overdue) administration.

By: /s/ Elizabeth J. Palmer
Elizabeth J. Palmer
Saxton & Stump, LLC
151 Meeting Street, Suite 400
Charleston, SC 29401
(843) 414-5080
ep@saxtonstump.com

ATTORNEY FOR PETITIONER LAURA V. JONES

Charleston, SC
January 16, 2024



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PROBATE COURT
CHARLESTON COUNTY, SOUTH CAROLINA
2019ES1000394
1/16/2024 11:07AM

EXHIBIT 1

THE ESTATE OF VERONIQUE W PICKETT
BAYARD S PICKETT JR ADMINISTRATOR
4616 THOROUGHGOOD DR
VIRGINIA BEACH VA 23455-4338

Page 1 of 1

Account Number: [REDACTED] 1141
Date 03/31/23
Images: 0

Our business savings accounts allow you to put away money for important business expenses, while having the flexibility to access your funds when you need them most. We offer savings options that work hard for your business, so you can focus on your hard work. Visit AtlanticUnionBank.com to learn more.

STATEMENT SUMMARY AS OF 03/31/23

Account Name	Account Number	Interest Paid In 2022	Balance
FREE BUSINESS CHECKING	[REDACTED] 1141	.00	450,119.62
FREE BUSINESS CHECKING	THE ESTATE OF VERONIQUE W PICKETT BAYARD S PICKETT JR ADMINISTRATOR	Acct [REDACTED] 1141	
Beginning Balance	3/01/23	1,450,119.62	
Deposits / Misc Credits	0	.00	
Withdrawals / Misc Debits	4	1,000,000.00	
** Ending Balance	3/31/23	450,119.62	**
Service Charge		.00	
Average Balance		869,474	
Average Collected Balance		869,474	
Minimum Balance		450,119	

Transaction Detail

Date	Activity Description	Deposits	Withdrawals	Balance
3/14	CHECK #1001		250,000.00	1,200,119.62
3/14	CHECK #1002		250,000.00	950,119.62
3/14	CHECK #1003		250,000.00	700,119.62
3/14	CHECK #1004		250,000.00	450,119.62

Checks

Date	Check No	Amount	Date	Check No	Amount	Date	Check No	Amount
3/14	1001	250,000.00	3/14	1003	250,000.00			
3/14	1002	250,000.00	3/14	1004	250,000.00			

* indicates a break in check number sequence



THE ESTATE OF VERONIQUE W PICKETT
BAYARD S PICKETT JR ADMINISTRATOR
4616 THOROUGHGOOD DR
VIRGINIA BEACH VA 23455-4338

Page 1 of 1

Account Number: [REDACTED] 1141
Date 07/31/23
Images: 0

Keep connected to your business anytime, anywhere with Business eBanking. View account balances and transaction history, transfer funds between your business accounts, pay bills and even decision ACH payments or Positive Pay items all from the palm of your hand. Download our Atlantic Union Bank Business app from the App Store or Google Play store to get started today!

STATEMENT SUMMARY AS OF 07/31/23

Account Name	Account Number	Balance
FREE BUSINESS CHECKING	[REDACTED] 1141	824.62
FREE BUSINESS CHECKING	THE ESTATE OF VERONIQUE W PICKETT BAYARD S PICKETT JR ADMINISTRATOR	Acct [REDACTED] 1141

Beginning Balance	7/01/23	472.12
Deposits / Misc Credits	1	352.50
Withdrawals / Misc Debits	0	.00
** Ending Balance	7/31/23	824.62 **
Service Charge		.00
Average Balance		517
Average Collected Balance		517
Minimum Balance		472

Transaction Detail

Date	Activity Description	Deposits	Withdrawals	Balance
7/28	DEPOSIT	352.50		824.62



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CHARLESTON COUNTY, SOUTH CAROLINA
2019ES1000394
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EXHIBIT 3

THE ESTATE OF VERONIQUE W PICKETT
BAYARD S PICKETT JR ADMINISTRATOR
4616 THOROUGHGOOD DR
VIRGINIA BEACH VA 23455-4338

Page 1 of 1

Account Number: [REDACTED] 1141
Date 03/31/23
Images: 0

Our business savings accounts allow you to put away money for important business expenses, while having the flexibility to access your funds when you need them most. We offer savings options that work hard for your business, so you can focus on your hard work. Visit AtlanticUnionBank.com to learn more.

STATEMENT SUMMARY AS OF 03/31/23

Account Name	Account Number	Interest Paid In 2022	Balance
FREE BUSINESS CHECKING	[REDACTED] 1141	.00	450,119.62
FREE BUSINESS CHECKING	THE ESTATE OF VERONIQUE W PICKETT BAYARD S PICKETT JR ADMINISTRATOR	Acct [REDACTED] 1141	
Beginning Balance	3/01/23	1,450,119.62	
Deposits / Misc Credits	0	.00	
Withdrawals / Misc Debits	4	1,000,000.00	
** Ending Balance	3/31/23	450,119.62	**
Service Charge		.00	
Average Balance		869,474	
Average Collected Balance		869,474	
Minimum Balance		450,119	

Transaction Detail

Date	Activity Description	Deposits	Withdrawals	Balance
3/14	CHECK #1001		250,000.00	1,200,119.62
3/14	CHECK #1002		250,000.00	950,119.62
3/14	CHECK #1003		250,000.00	700,119.62
3/14	CHECK #1004		250,000.00	450,119.62

Checks

Date	Check No	Amount	Date	Check No	Amount	Date	Check No	Amount
3/14	1001	250,000.00	3/14	1003	250,000.00			
3/14	1002	250,000.00	3/14	1004	250,000.00			

* indicates a break in check number sequence



Current Date: August 11, 2023

Account Number: [REDACTED] 1141
Capture Date: March 14, 2023
Item Number: 5250386781350
Posted Date: March 14, 2023
Posted Item Number: 73016333
Amount: 250,000.00
Record Type: Debit

THE ESTATE OF VERONIQUE W PICKETT
BAYARD S PICKETT JR ADMINISTRATOR
4616 THOROUGHGOOD DR
VIRGINIA BEACH VA 23455-5433

68-315/514

THE ESTATE OF VERONIQUE W PICKETT
BAYARD S PICKETT JR ADMINISTRATOR
4616 THOROUGHGOOD DR
VIRGINIA BEACH VA 23455-4338

DATE 3/13/23

Pay to the Order of Bay Port \$ 250,000.00
two hundred fifty thousand & 00/100 DOLLARS

Atlantic Union Bank

MEMO Scott A Pickett

[REDACTED] [REDACTED]

BayPort CU Newport News, VA
Branch# Pembroke
3/13/2023 10:33 AM
Teller# 2228 TRAN:1288265
DIN:847300000036740
Deposit Acct: [REDACTED] 2183

Bayport CU

> [REDACTED] <



Current Date: August 11, 2023

Account Number: [REDACTED] 141
Capture Date: March 14, 2023
Item Number: 5250386792289
Posted Date: March 14, 2023
Posted Item Number: 73027235
Amount: 250,000.00
Record Type: Debit

THE ESTATE OF VERONIQUE W PICKETT
BAYARD S PICKETT JR ADMINISTRATOR
4616 THOROUGHGOOD DR
VIRGINIA BEACH VA 23455-5433

68-316/514

THE ESTATE OF VERONIQUE W PICKETT
BAYARD S PICKETT JR ADMINISTRATOR
4616 THOROUGHGOOD DR
VIRGINIA BEACH VA 23455-4338

DATE 3/13/23 ¹⁰⁰²

Pay to the Order of Scott Pickett \$ 250,000.00
two hundred fifty thousand & 00/100 DOLLARS

Atlantic Union Bank

MEMO Scott Pickett

[REDACTED] [REDACTED]

BOFD RT 251481627
3/13/2023: 11:07:09
ABNBFCUMLUTZ
IMagic ID 265910722340022, BATCHID 40022
TMID 265910722340022

DO NOT SIGN / WHITE / STAMP BELOW THIS LINE
ONE FINANCIAL INSTITUTION ONLY

END OF RECEIPT
Scott Pickett



Current Date: August 11, 2023

Account Number: [REDACTED] 1141
Capture Date: March 14, 2023
Item Number: 5250386770488
Posted Date: March 14, 2023
Posted Item Number: 73005507
Amount: 250,000.00
Record Type: Debit

THE ESTATE OF VERONIQUE W PICKETT
BAYARD S PICKETT JR ADMINISTRATOR
4616 THOROUGHGOOD DR
VIRGINIA BEACH VA 23455-5433

68-316/514

THE ESTATE OF VERONIQUE W PICKETT
BAYARD S PICKETT JR ADMINISTRATOR
4616 THOROUGHGOOD DR
VIRGINIA BEACH VA 23455-5433

DATE 3/13/23 1003

Pay to the Order of Scott Pickett \$ 250,000.00

two hundred and fifty thousand and 00/100 DOLLARS

Atlantic Union Bank

MEMO Scott Pickett

[REDACTED] [REDACTED]

Seq: 17
Batch: 257249
Date: 03/13/23

Seq: 00017 03/13/23
BAT: 257249 CC: 295101129
WT: 01 LIPS: Atlanta EI
BC: Haygood BC VAB-926

DO NOT: Credit To The Account Of
The Within Named Payee
Endorsement Guaranteed
Bank of America, N.A.

ENDORSE HERE: Scott Pickett

GENERAL RESERVE BANK REGULATION CC
Security features on Security Lines include a MicroPrint
Strip and a Security Seal. See the
Advisory on Security Lines for more information.



Current Date: August 22, 2023

Account Number: [REDACTED] 1141
Capture Date: March 14, 2023
Item Number: 5250386798811
Posted Date: March 14, 2023
Posted Item Number: 73033736
Amount: 250,000.00
Record Type: Debit

THE ESTATE OF VERONIQUE W PICKETT
BAYARD S PICKETT JR ADMINISTRATOR
4616 THOROUGHGOOD DR
VIRGINIA BEACH VA 23455-5433

50-316/514

THE ESTATE OF VERONIQUE W PICKETT
BAYARD S PICKETT JR ADMINISTRATOR
4616 THOROUGHGOOD DR
VIRGINIA BEACH VA 23455-5433

DATE 3/13/23

Pay to the Order of Scott Pickett \$ 250,000.00
two hundred fifty thousand & 00/100 DOLLARS

Atlantic Union Bank

MEMO For Deposit Only

1004

NOTE: CHECK ALL SECURITY FEATURES BEFORE ACCEPTING
ENDORSE HERE:

For Deposit Only

0018

DO NOT SIGN / WRITE, STAMP BELOW THIS LINE
FOR FINANCIAL INSTITUTION CANCELL ONLY

FEDERAL RESERVE BANK REGULATION CC

Security features on front and back of this note are as follows:
1. Watermark: A large, faint watermark of the number "100" is visible on the front of the note.
2. Security Thread: A continuous, wavy security thread is embedded in the paper.
3. Microprint: The words "FEDERAL RESERVE NOTE" are printed in a very fine, repeating pattern around the perimeter of the note.
4. Color-Shifting Ink: The number "100" on the front of the note changes color when viewed from different angles.
5. Ultraviolet Features: The note glows with a yellowish-green light when exposed to ultraviolet light.

>0514089496
TowneBank
41080002618790 Mar 13, 2023

189

Statement of Account**EXHIBIT 4**

One BayPortWay, Suite 350
Newport News, VA 23606
757-928-8850
www.bayportcu.org

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CHARLESTON COUNTY, SOUTH CAROLINA

2019ES1000394

1/16/2024 11:07AM

BAYARD S. PICKETT
4616 THOROUGHGOOD DR
VIRGINIA BEACH VA 23455-4338

Account Number	Statement Period	Page
*****2183	03/13/23 thru 03/31/23	1 of 1

Relationship Level: Preferred

REWARDS
Card Number Ending in: 8012
Points as of 03/01/23: 0

ACCOUNT TOTALS	
Total Savings Balance	\$ 250,019.52
Total Checking Balance	\$ 0.00

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ACCOUNT SUMMARY			
SHARE	DESCRIPTION	MATURITY DATE	BALANCE
0000	SAVINGS		\$ 250,019.52
0010	REWARDS CHECKING		\$ 0.00

SAVINGS (0000)				
Previous Balance	Debits / Withdrawals	Credits / Deposits	Ending Balance	YTD Dividends
\$ 0.00	\$ 0.00	\$ 250,019.52	\$ 250,019.52	\$ 19.52
Trans. Date	Description	Deposit	Withdrawal	Balance
03/13/23	Beginning Balance			\$ 0.00
03/13/23	Deposit by Check	250,000.00		250,000.00
03/31/23	Deposit Dividend 0.150%	19.52		250,019.52
	Annual Percentage Yield Earned 0.150% for period from 03/13/23 thru 03/31/23 Based on Average Daily Balance of: \$250,000.00.			
03/31/23	Ending Balance			\$ 250,019.52

REWARDS CHECKING (0010)					
Previous Balance		Debits / Withdrawals		Credits / Deposits	
\$ 0.00		\$ 0.00		\$ 0.00	
Ending Balance		YTD Dividends			
\$ 0.00		\$ 0.00			
Trans. Date	Description	Deposit	Withdrawal	Balance	
03/13/23	Beginning Balance			\$ 0.00	
	No Transactions This Period				
03/31/23	Ending Balance			\$ 0.00	

REPORTING INFORMATION FOR 2023:	
Share Account Totals	
Total Dividends Paid Year to Date:	\$ 19.52



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SIGNATURE CARD & MEMBERSHIP ACCOUNT APPLICATION

AND REQUEST FOR TAXPAYER IDENTIFICATION NUMBER

(Please print in black ink, or type)

Account Number 512183Branch 275 Date 3/13/2023Employee # 1260 Existing Member: ☐ Yes ☒ No**IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING AN ACCOUNT**

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person or business that opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents. This applies to all individuals on the account including but not limited to the primary member, joint owners and beneficiaries.

Membership Eligibility: I live, work, worship, volunteer, or attend school in the qualifying community (City or County of) Live in Virginia Beach, VA

I am a qualifying relative of a current BayPort Credit Union member. Relative name: _____ Relationship: _____

Account Type (Check only one)

☒ Individual ☐ Estate ☐ Representative Payee ☐ Conservatorship ☐ VUTMA 18 _____ 21 _____☐ Joint - With Survivorship (On the death of an owner, the deceased owner's interest in the account passes to the surviving owner or owners.)☐ Joint - No Survivorship (On the death of an owner, the deceased owner's interest passes as part of the owner's estate under the will, trust or by intestacy.)

(Joint owners are added to all current and future savings accounts opened under your membership number except checking, share certificates and IRA accounts.)

I. GENERAL INFORMATION - PRIMARY MEMBER / OWNER1) Member Name BAYARD S. PICKETT SSN/Tax ID _____ Date of Birth _____Residence Address 4616 THOROUGHGOOD DRIVE City VIRGINIA BEACH State VA Zip 23455Mailing Address 4616 THOROUGHGOOD DRIVE City VIRGINIA BEACH State VA Zip 23455Phone (HM) (757) _____ (CELL) (757) _____ Email Address BAYARDSPICKETTJ@GMAIL.COM Employer SEABREEZE CONSTRUCTIONID Type _____ ID Number _____ ID Issue Date _____ ID Expiration _____ Occupation CARPENTER**BENEFICIARY DESIGNATION (Pay-On-Death)**

Name _____ SSN/Tax ID _____ Date of Birth _____

Residence Address _____ City _____ State _____ Zip _____

Name _____ SSN/Tax ID _____ Date of Birth _____

Residence Address _____ City _____ State _____ Zip _____

☒ JOINT OWNER ☐ AUTHORIZED SIGNER ☐ REPRESENTATIVE PAYEE ☐ RESPONSIBLE INDIVIDUAL ☐ CUSTODIAN

2) Name _____ SSN/TIN _____ DOB _____

Residence Address _____ ID Type _____

City _____ State _____ Zip _____ ID Desc _____ Specify ID Number _____

Mailing Address _____ ID Issue Date _____ ID Expiration Date _____

City _____ State _____ Zip _____ Employer _____ Occupation _____

Phone (HM) _____ (CELL) _____ BayPort Acct # _____ Email Address _____

☐ JOINT OWNER ☐ AUTHORIZED SIGNER ☐ REPRESENTATIVE PAYEE ☐ RESPONSIBLE INDIVIDUAL ☐ CUSTODIAN

3) Name _____ SSN/TIN _____ DOB _____

Residence Address _____ ID Type _____

City _____ State _____ Zip _____ ID Desc _____ Specify ID Number _____

Mailing Address _____ ID Issue Date _____ ID Expiration Date _____

City _____ State _____ Zip _____ Employer _____ Occupation _____

Phone (HM) _____ (CELL) _____ BayPort Acct # _____ Email Address _____

☐ JOINT OWNER ☐ AUTHORIZED SIGNER ☐ REPRESENTATIVE PAYEE ☐ RESPONSIBLE INDIVIDUAL ☐ CUSTODIAN

4) Name _____ SSN/TIN _____ DOB _____

Residence Address _____ ID Type _____

City _____ State _____ Zip _____ ID Desc _____ Specify ID Number _____

Mailing Address _____ ID Issue Date _____ ID Expiration Date _____

City _____ State _____ Zip _____ Employer _____ Occupation _____

Phone (HM) _____ (CELL) _____ BayPort Acct # _____ Email Address _____

SIGNATURE CARD & MEMBERSHIP ACCOUNT APPLICATION (continued)**II. BayPort Credit Union Services Requested (check all that apply)****Savings:**

- ☒ Primary Savings (Required)
☐ High Yield Savings
☐ Vacation Club
☐ Christmas Club
☐ Money Market
☐ Pinnacle Money Market
☐ Fast Start (Ages 0-24)

Checking:

- ☐ Classic ☒ Rewards
☐ Cash Back ☐ High Yield
☐ Investment
☐ Teen Rewards (Ages 13-17)
☐ College & Career Rewards (Ages 18-24)
☐ Personalized: _____

☒ **Overdraft Protection Requested****Transfer Funds From:**

- ☒ Savings ☐ Savings/Line of Credit
☐ Line of Credit ☐ Line of Credit/Savings

Account Access Cards:

- ☒ Debit/ATM Card
☐ ATM Card

III. AGREEMENT AND CERTIFICATION

In this Membership Account Agreement the words "you" and "your" refer to each member and joint owner signing below. The person(s) signing below hereby make application for membership in Newport News Shipbuilding Employees' Credit Union, Inc. hereinafter referred to as BayPort Credit Union and/or for the accounts or services requested. I/We authorize BayPort Credit Union to gather reports from consumer reporting agencies and other information it considers appropriate from time to time in order to determine my/our eligibility for membership, products and services, regardless of whether I/We have applied for the product or service. I/We agree that BayPort Credit Union may retain this form, the additional documentation provided as required by the Credit Union, and any other information the Credit Union receives. By signing below you acknowledge receipt of the disclosures required by 12 CFR Part 1030 et seq. (Truth in Savings) and agree to all the terms for ownership and type of account(s) stated in the (1) Important Account Information for our Members Brochure (2) Rate and Fee Schedule and to any amendment the Credit Union makes from time to time which are incorporated herein. You acknowledge the statutory lien rights of BayPort Credit Union on your accounts and agree that the account is governed by the laws of Virginia and exclusive venue for all disputes between you and the credit union is in the Circuit Court for the City of Newport News, Virginia. If an ATM and/or Debit Card is requested and provided, you agree to the terms of and acknowledge receipt of the Electronic Funds Transfer Agreement. You further agree to comply with and to be bound by BayPort Credit Union's bylaws and amendments and subscribe to at least one share. By signing below, you: (1) authorize us, subject to any applicable law, to verify employment, credit worthiness, procure/obtain credit and debit history and financial responsibility through employers, credit bureaus or by any other reasonable means, including direct contact; and (2) authorize other financial institutions to give information concerning your account history to us. You certify that information given on this card is true and correct. For minor accounts under the age of 18, the adult joint owner agrees to be the responsible party for all transactions.

ACCOUNT OWNERS / AUTHORIZED SIGNATURES (must include all individuals listed in Section I. on page 1):

Each of the persons, who sign below, is duly authorized to act with respect to the account in all matters and the credit union may rely on the signature of just one of the persons listed below and the Credit Union is authorized to act as specified in the Account Agreement until the Credit Union receives written court ordered instructions to the contrary. This means any actions, including but not limited to transfer and withdrawal of funds may be made by any joint owner alone. I/We understand and agree that the Credit Union will require a new signature card to add any signatory (ies) on this account and we may require the signature of an existing joint owner(s) for removal from the account(s).

X  03/13/2023

1) Primary Member Signature (corresponds to person #1 on page 1) Date

X _____
 3) Joint/Authorized Signature (corresponds to person #3 on page 1) Date

X _____
 2) Joint/Authorized Signature (corresponds to person #2 on page 1) Date

X _____
 4) Joint/Authorized Signature (corresponds to person #4 on page 1) Date

Note: A supplemental notarization sheet may be required for each signature not witnessed in the presence of a BayPort Credit Union employee.

☐ Check here if supplemental notary sheets are included with this application and made a part hereof.

Member Identification: I authorize BayPort Credit Union to retain and utilize a sample of my signature as shown below, and/or a copy of my ID or a photograph of myself. These items may be stored electronically by the credit union. (Driver's licenses are imaged for identification purposes only.)

IV. TIN CERTIFICATION AND BACKUP WITHHOLDING INFORMATION**SUBSTITUTION of IRS FORM W-9**

TAXPAYER IDENTIFICATION NUMBER (TIN) _____

Social Security Number Enter

For most other entities, it is your employer identification number (EIN) Employer Identification Number _____

CERTIFICATION

Under penalties of perjury, I certify that:

☐ Check if Exempt from backup withholding

- The number shown on this form is my correct taxpayer identification number and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

Certification Instructions: You must check here (1) and cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return.

THE INTERNAL REVENUE SERVICE DOES NOT REQUIRE YOUR CONSENT TO ANY PROVISION OF THIS DOCUMENT OTHER THAN THE CERTIFICATIONS REQUIRED TO AVOID BACKUP WITHHOLDING.

Signature of U.S. Person  Date 03/13/2023

EXHIBIT 5



530 GREENBRIER CIRCLE
CHESAPEAKE VA 23320-2624
www.abnbfcu.org
(757) 523-5300

Member Statement

MEMBER NUMBER	STATEMENT PERIOD	PAGE
XXXXXXXXXX9180	01-01-2023 to 03-31-2023	1 of 1

EZ FILING
PROBATE COURT
CHARLESTON COUNTY, SOUTH CAROLINA

2019ES1000394

1/16/2024 11:07AM

BAYARD S PICKETT JR
4616 THOROUGHGOOD DR
VIRGINIA BEACH VA 23455-4338



SAVINGS

DATE	DESCRIPTION	SAVINGS ACCOUNT XXXXXXXX7487	AMOUNT	BALANCE
01-01-2023	STARTING BALANCE			\$100.00
02-28-2023	Single Service Account Fee		(25.00)	\$95.00
03-13-2023	Deposit		\$250,000.00	\$250,095.00
03-31-2023	Credit Dividends		\$6.51	\$250,101.51
03-31-2023	Single Service Account Fee		(5.00)	\$250,096.51
03-31-2023	ENDING BALANCE			\$250,096.51
	Average Percentage Yield = 0.050%			
	Average Daily Balance = \$52,875.94			
		Dividends Earned This Cycle = \$6.51		
		Dividends Earned YTD = \$6.51		



WE CALL SHENANIGANS!

Do you know how your bank calculates the interest on your money market account? Different tiers of your balance may be earning different rates, creating a blended, LOWER interest rate. That's tricky math.

EXHIBIT 6

BANK OF AMERICA

P.O. Box 15284
Wilmington, DE 19850

BAYARD SCOTT PICKETT JR
4616 THOROUGHGOOD DR
VIRGINIA BEACH, VA 23455-4338

Customer service information

- Customer service: 1.800.432.1000
- En Español: 1.800.688.6086
- bankofamerica.com
- Bank of America, N.A.
P.O. Box 25118
Tampa, FL 33622-5118

Your Adv Relationship Banking

for March 13, 2023 to March 23, 2023

BAYARD SCOTT PICKETT JR

Account number: [REDACTED] 3979

Account summary

Beginning balance on March 13, 2023	50.00
Deposits and other additions	250,001.37
ATM and debit card subtractions	-0.00
Other subtractions	-0.00
Checks	-0.00
Service fees	-0.00
Ending balance on March 23, 2023	\$250,001.37

Annual Percentage Yield Earned this statement period: 0.02%.
Interest Paid Year To Date: \$1.37.

How can we help?

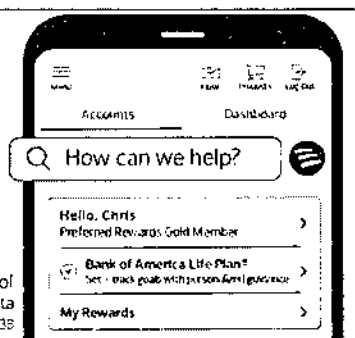
Get the help you need with the search bar in the Mobile Banking app.
Made smarter with Erica®.

Try the feature in our app

Or visit us at bofa.com/MobileBanking to download the app today.

¹ The mobile feature, Erica, is only available in the English language. The feature requires that you download the latest version of the Mobile Banking app and is only available in the Mobile Banking app for select iOS and Android devices. Message and data rates may apply. Your chat may be recorded and monitored for quality assurance.

SSM-11-22-0392 E | 5197438



IMPORTANT INFORMATION: BANK DEPOSIT ACCOUNTS

How to Contact Us - You may call us at the telephone number listed on the front of this statement.

Updating your contact information - We encourage you to keep your contact information up-to-date. This includes address, email and phone number. If your information has changed, the easiest way to update it is by visiting the Help & Support tab of Online Banking.

Deposit agreement - When you opened your account, you received a deposit agreement and fee schedule and agreed that your account would be governed by the terms of these documents, as we may amend them from time to time. These documents are part of the contract for your deposit account and govern all transactions relating to your account, including all deposits and withdrawals. Copies of both the deposit agreement and fee schedule which contain the current version of the terms and conditions of your account relationship may be obtained at our financial centers.

Electronic transfers: In case of errors or questions about your electronic transfers - If you think your statement or receipt is wrong or you need more information about an electronic transfer (e.g., ATM transactions, direct deposits or withdrawals, point-of-sale transactions) on the statement or receipt, telephone or write us at the address and number listed on the front of this statement as soon as you can. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

- Tell us your name and account number.
- Describe the error or transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

For consumer accounts used primarily for personal, family or household purposes, we will investigate your complaint and will correct any error promptly. If we take more than 10 business days (10 calendar days if you are a Massachusetts customer) (20 business days if you are a new customer, for electronic transfers occurring during the first 30 days after the first deposit is made to your account) to do this, we will provisionally credit your account for the amount you think is in error, so that you will have use of the money during the time it will take to complete our investigation.

For other accounts, we investigate, and if we find we have made an error, we credit your account at the conclusion of our investigation.

Reporting other problems - You must examine your statement carefully and promptly. You are in the best position to discover errors and unauthorized transactions on your account. If you fail to notify us in writing of suspected problems or an unauthorized transaction within the time period specified in the deposit agreement (which periods are no more than 60 days after we make the statement available to you and in some cases are 30 days or less), we are not liable to you and you agree to not make a claim against us, for the problems or unauthorized transactions.

Direct deposits - If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you may call us to find out if the deposit was made as scheduled. You may also review your activity online or visit a financial center for information.

© 2023 Bank of America Corporation

Deposits and other additions

Date	Description	Amount
03/13/23	Counter Credit	250,000.00
03/23/23	Interest Earned	1.37
Total deposits and other additions		\$250,001.37

Braille and Large Print Request - You can request a copy of this statement in Braille or Large Print by calling 800.432.1000 or going to bankofamerica.com and enter Visually Impaired Access from the home page.

Account security you can see

Check your security meter level and watch it rise as you take action to help protect against fraud. See it in the Mobile Banking app and Online Banking.

To learn more, visit bofa.com/SecurityCenter or scan this code.



When you use the QRC feature, certain information is collected from your mobile device for business purposes. Mobile Banking requires that you download the Mobile Banking app and is only available for select mobile devices. Message and data rates may apply.

SSA-12-22-0030A | 5197654





Personal Signature Card with Substitute Form W-9

BANK OF AMERICA, N.A. (THE "BANK")

Account Number: XXXXXXXXXX 3979Account Type: ☒ Checking ☐ Savings ☐ Certificate of Deposit

Account Title: BAYARD SCOTT PICKETT JR

Ownership Type	☒ Individual Owner
	☐ Fiduciary (For Example: Trust, UTMA, Rep Payee, Custodian, Guardian, Estate)
	Types of Joint Accounts
	☐ Joint with Rights of Survivorship ☐ Tenants by the Entirety – Only applicable if recognized by state law for bank accounts. Joint Account for TX, NC and marital accounts in WI only (as defined by TX (V.T.C.A., Estates Code §113.151), NC (N.C.G.S. § 53-C-6-6) and WI (Wis. Stat. § 705.01(4m)). During the lifetime of the account co-owners, the Bank may pay the money in the account to, or on the order of, any person named on the account. All co-owners must agree to one of the following two choices, and sign below to confirm: ☐ With survivorship - means upon the death of one joint owner, the money remaining in the account will belong to the surviving joint owner(s), and will not be inherited by the heirs of the deceased joint owner controlled by the deceased owner's will. ☐ Without survivorship - means if one of the owners dies, the deceased owner's ownership interest in the account passes as part of the owner's estate under the owner's will or by intestacy if there is no will.

By signing below, I/we acknowledge, agree and consent:

- To open this account and understand this does not change or replace any existing accounts I/we may have with Bank of America.
- This account is and will be governed by the terms and conditions set forth in the account opening documents, including the Deposit Agreement and Disclosures and the Personal Schedule of Fees and I/we are in receipt of these documents.
- The Bank may change these documents at any time by adding new terms, or deleting or amending existing terms. The Deposit Agreement includes a provision for jury trial waiver or reference to a judicial referee.
- A joint account with right of survivorship is the property of each co-owner and payable to either co-owner or to the surviving co-owner(s) if a co-owner dies.
- The signature(s) will serve as verification for any transaction in connection with this account, and as the certification (set forth below) of the taxpayer identification number (TIN) to which I/we want interest reported.
- Failure to fully complete and return the signature card may impact the ability to receive full FDIC deposit insurance coverage.

☐ Check if designating beneficiaries: Payable on Death (POD) / In Trust For (ITF) / Totten Trust.

For TX/NC only: by providing beneficiary information I/we understand that: 1) During my lifetime, I/we may withdraw the money in the account; 2) I/we may change the beneficiary(ies) at any time and will notify the Bank of any subsequent POD/ITF/Totten Trust beneficiary changes; and 3) upon my death, the money remaining in the account will belong to the then surviving beneficiary(ies) in equal shares, and will not be inherited by my heirs or controlled by my will. TX (V.T.C.A., Estates Code §113.051), NC (N.C.G.S. § 53-C-6-7)

☐ **Nonresident Alien (NRA) Status:** Check this box if ALL owners of this account are a non U.S. person (NRA) for U.S. tax purposes. Have them complete/sign the applicable Form(s) W-8.
Substitute Form W-9: Certification – Under penalties of perjury, I certify that:

- The number shown on this form is the correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (A) I am exempt from backup withholding, or (B) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (C) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (Defined in the W-9 instructions); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification Instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. (Please refer to the IRS instructions for Form W-9).

The IRS does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

00-15-9295D 02-2023

NVA

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Employee Name: Alura Clark

Financial Center: HAYGOOD

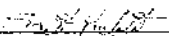
Bank Number: 295

Date: 03/13/2023



Personal Signature Card
with Substitute Form W-9

Account Number: XXXXXXXXXX 3979

Tax ID Number (SSN, EIN or ITIN)	Report Interest	Printed Name or Fiduciary Title	Sign Next to Name or Fiduciary Title (Line 1) Sign Next to all other Printed Names	Date
XXXXXXXXXX	☒	BAYARD SCOTT PICKETT JR		03/13/2023
	☐			
	☐			
	☐			
	☐			

Designated Payable on Death (POD) Beneficiaries:

Printed Name



P.O. Box 2818
Norfolk, VA 23501-2818
Return Service Requested

EXHIBIT 7

Account Number: XXXXXX0618
Statement Date: 03/25/2023
Items Enclosed: 1
Page: 1 of 2

Member Service Information

- Lost or Stolen Card: 888-638-6718
- Email Inquiries: info@townebank.com
- Visit Us Online: www.townebank.com
- Visit Us on Facebook! www.facebook.com/townebank
- Account Assistance: 757-473-2500

4261 MTB3733S032523043616 01 000000000 4261 003

BAYARD PICKETT JR POD
4616 THOROUGHGOOD DR
VIRGINIA BEACH VA 23455

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PROBATE COURT

CHARLESTON COUNTY, SOUTH CAROLINA

2019ES1000394

1/16/2024 11:07AM

As always, online banking provides the latest balance information for your accounts!

PROMO MONEY MARKET

Account Number: XXXXXX0618

Balance Summary

Beginning Balance as of 03/13/23	\$0.00
+ Deposits and Credits (2)	\$250,238.74
- Checks Posted (0)	\$0.00
- Withdrawals and Debits (0)	\$0.00
Ending Balance as of 03/25/23	\$250,238.74
Number of Days in Statement Period	13
Items Enclosed	1

Transaction Detail

Date	Description	Deposits	Withdrawals
Mar 13	DEPOSIT	\$250,000.00	
Mar 25	INTEREST CREDIT	\$238.74	

Serving Others. Enriching Lives.®

STEP 1: Verify that all transactions shown on your checking account statement are recorded in your checkbook. (Remember to include interest earned and fees paid.)

STEP 3: List all outstanding checks, purchases and other subtractions not shown on this statement.

- Check your figures in balancing.
- Check your addition and subtraction in your checkbook record. We suggest you use a calculator for accuracy.
- Review last month's statement.

[illegible]

<i>Check#/Description</i>	<i>Amount</i>	
Total Step 3	\$	

If there are any errors, notify your branch office at once.

THIS AMOUNT SHOULD MATCH THE BALANCE IN YOUR CHECKBOOK = \$ _____

We will investigate your complaint and will correct any error promptly. If we require more than ten (10) days to do this, we will credit your account for the amount you think is in error so that you will have use of the money during the time it takes us to complete our investigation.

MEMBER
FDIC

200



P.O. Box 2818
Norfolk, VA 23501-2818
Return Service Requested

Account Owner: BAYARD PICKETT JR POD
Statement Date: 03/25/2023
Page : 2 of 2

Account Fees

Fee Type	Total For This Period	Total Year-To-Date
Total Overdraft Fees	\$0.00	\$0.00
Total Returned Item Fees	\$0.00	\$0.00

Earnings Summary

Interest for Period Ending 03/25/23	\$238.74
Interest Paid Year to Date	\$238.74
Annual Percentage Yield Earned (APY)	2.720%
Number of Days for APY	13

Balance By Date

Date	Balance	Date	Balance	Date	Balance
	\$0.00	Mar 13	\$250,000.00	Mar 25	\$250,238.74



NEW ACCOUNT INFORMATION - CONSUMER DATE 03/13/2023 Check if applicable: ☐ TEMPORARY ☐ REPLACEMENT	Financial Institution Name and Address TowneBank 297 Constitution Dr Virginia Beach, VA 23462 1302

ACCOUNT INFORMATION PLAN # AMOUNT OF DEPOSIT \$ 250,000.00 TITLE OF ACCOUNT Bayard Pickett Jr Pod 4616 Thoroughgood Dr Virginia Beach VA 23455 OWNERSHIP TYPE Individual PRODUCT NAME Promo Money Market	ACCOUNT NUMBER [REDACTED] 0618 ACCOUNT T.I.N. [REDACTED]

Words, numbers or phrases preceded by a ☐ are applicable only when marked, i.e., ☒. Opened By **Lisa O'Neill**

OWNER #1 NAME AND ADDRESS Bayard Pickett Jr 4616 Thoroughgood Dr Virginia Beach, VA 23455 Title/Capacity: Owner EMPLOYER NAME AND ADDRESS Tax ID Number: [REDACTED] Date of Birth: [REDACTED] Primary Phone: 757-[REDACTED] Secondary Phone: [REDACTED] Cell Phone: (757) [REDACTED]	ID Type: Drivers License ID Number: [REDACTED] ID Issued By: [REDACTED] ID Issuing Location: [REDACTED] ID Issue Date: [REDACTED] ID Expiration: [REDACTED] ID Type: Health Insurance Crd ID Number: [REDACTED] ID Issued By: [REDACTED] ID Issuing Location: [REDACTED] ID Issue Date: [REDACTED] ID Expiration: [REDACTED] Verification: [REDACTED] Unique Identifier: [REDACTED] E-Mail Address: bayardspickettjrinc@gmail.com OFAC ☐ ChexSystems ☐ ID Verification ☐

OWNER #2 NAME AND ADDRESS Title/Capacity: EMPLOYER NAME AND ADDRESS Tax ID Number: Date of Birth: Primary Phone: Secondary Phone: Cell Phone:	ID Type: ID Number: ID Issued By: ID Issuing Location: ID Issue Date: ID Expiration: ID Type: ID Number: ID Issued By: ID Issuing Location: ID Issue Date: ID Expiration: Verification: Unique Identifier: E-Mail Address: OFAC ☐ ChexSystems ☐ ID Verification ☐

OWNER #3 NAME AND ADDRESS Title/Capacity: EMPLOYER NAME AND ADDRESS Tax ID Number: Date of Birth: Primary Phone: Secondary Phone: Cell Phone:	ID Type: ID Number: ID Issued By: ID Issuing Location: ID Issue Date: ID Expiration: ID Type: ID Number: ID Issued By: ID Issuing Location: ID Issue Date: ID Expiration: Verification: Unique Identifier: E-Mail Address: OFAC ☐ ChexSystems ☐ ID Verification ☐

OWNER #4	NAME AND ADDRESS	ID Type: ID Number: ID Issued By: ID Issuing Location: ID Issue Date: ID Expiration: ID Type: ID Number: ID Issued By: ID Issuing Location: ID Issue Date: ID Expiration: Verification: Unique Identifier: E-Mail Address: OFAC ☐ ChexSystems ☐ ID Verification ☐
Title/Capacity: EMPLOYER NAME AND ADDRESS Tax ID Number: Date of Birth: Primary Phone: Secondary Phone: Cell Phone:		
VERIFICATION / FOLLOW-UP		
BENEFICIARY DESIGNATION. THE FOLLOWING BENEFICIARY(IES) ARE DESIGNATED: ☒ (Check if applicable) Designation and Revocation of Beneficiary is attached.		
1. _____ 2. _____ 3. _____ 4. _____		
TAXPAYER IDENTIFICATION NUMBER CERTIFICATION Exempt payee code, if any: _____ Under penalties of perjury, I certify that: Exemption from FATCA reporting code, if any: _____ 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding (Notice: If you are subject to backup withholding, cross out this line), and 3. I am a U.S. citizen or other U.S. person (defined in the W-9 Instructions), and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.		
SIGNATURE <u>Bayard Pickett Jr</u> Owner		DATE _____ Taxpayer Identification Number: _____
ADDITIONAL TERMS		
IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT. To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.		
ACKNOWLEDGMENT. By signing this document, the undersigned acknowledge that they have opened the type of account designated above, and have received, understand and agree to be bound by the terms of the Account Agreement for that account type. The undersigned certify that all information provided to the institution is true and accurate. The undersigned acknowledge receipt of the appropriate Account Agreement for the type of account opened and a copy of this institution's Privacy Policy, if one was not previously provided. The undersigned also acknowledge receipt, when applicable, of this institution's Truth In Savings, Funds Availability Policy, Electronic Fund Transfer, Overdraft Services Consent Form, and/or the Substitute Check Policy Disclosure. All signers authorize this institution to make inquiries from any consumer reporting agency, including a check protection service, in connection with this account.		
NUMBER OF SIGNATURES REQUIRED: 1 ☐ FACSIMILE ALLOWED		
X <u>Bayard Pickett Jr</u> _____ X _____ Owner Date Date		
X _____ X _____ Date Date		
FOR INSTITUTION USE		

BENEFICIARY DESIGNATION, CHANGE OR REVOCATION	Financial Institution Name and Address ("Financial Institution") TowneBank 297 Constitution Dr Virginia Beach, VA 23462 1302
This Beneficiary Designation, Change or Revocation form is used for the collection of personal information of beneficiaries designated at the opening of an account, or changed or revoked on an existing account. This form only covers one account, use a separate form for each account. Revised or new Designations can only be made on a new form.	
Account Title and Address Bayard Pickett Jr Pod 4616 Thoroughgood Dr Virginia Beach VA 23455	ACCOUNT NUMBER: [REDACTED] 618 CERTIFICATE NUMBER: DATE: 03/13/2023
☐ DESIGNATION OF BENEFICIARY(IES). This Beneficiary Designation is a new designation for the above account as of the date Acknowledged below. This Designation is not effective until an original or copy thereof is received by this Financial Institution. ☐ CHANGE OF BENEFICIARY(IES). This Beneficiary Change will supersede any previous Beneficiary Designation, Change or Revocation on file for the above account as of the date Acknowledged below. Any such change is not effective until an original or copy thereof is received by this Financial Institution.	
BENEFICIARY #1: Pamela Pickett ☐ PRIMARY ☐ CONTINGENT ADDRESS: 4616 Thoroughgood Drvic Virginia Beach, VA 23455 RELATIONSHIP: TAX ID #: [REDACTED] DATE OF BIRTH: [REDACTED] PRIMARY SHARE PERCENTAGE: CONTINGENT SHARE PERCENTAGE:	BENEFICIARY #2: ☐ PRIMARY ☐ CONTINGENT ADDRESS: RELATIONSHIP: TAX ID #: DATE OF BIRTH: PRIMARY SHARE PERCENTAGE: CONTINGENT SHARE PERCENTAGE:
BENEFICIARY #3: ☐ PRIMARY ☐ CONTINGENT ADDRESS: RELATIONSHIP: TAX ID #: DATE OF BIRTH: PRIMARY SHARE PERCENTAGE: CONTINGENT SHARE PERCENTAGE:	BENEFICIARY #4: ☐ PRIMARY ☐ CONTINGENT ADDRESS: RELATIONSHIP: TAX ID #: DATE OF BIRTH: PRIMARY SHARE PERCENTAGE: CONTINGENT SHARE PERCENTAGE:
BENEFICIARY #5: ☐ PRIMARY ☐ CONTINGENT ADDRESS: RELATIONSHIP: TAX ID #: DATE OF BIRTH: PRIMARY SHARE PERCENTAGE: CONTINGENT SHARE PERCENTAGE:	BENEFICIARY #6: ☐ PRIMARY ☐ CONTINGENT ADDRESS: RELATIONSHIP: TAX ID #: DATE OF BIRTH: PRIMARY SHARE PERCENTAGE: CONTINGENT SHARE PERCENTAGE:
BENEFICIARY #7: ☐ PRIMARY ☐ CONTINGENT ADDRESS: RELATIONSHIP: TAX ID #: DATE OF BIRTH: PRIMARY SHARE PERCENTAGE: CONTINGENT SHARE PERCENTAGE:	BENEFICIARY #8: ☐ PRIMARY ☐ CONTINGENT ADDRESS: RELATIONSHIP: TAX ID #: DATE OF BIRTH: PRIMARY SHARE PERCENTAGE: CONTINGENT SHARE PERCENTAGE:
☐ REVOCATION OF BENEFICIARY(IES). This Beneficiary Revocation revokes the current Beneficiary Designation or Change on file for this account in its entirety as of the date Acknowledged below. Any such change is not effective until an original or copy thereof is received by this Financial Institution.	
ACKNOWLEDGMENT. I/We make this Beneficiary Designation, Change or Revocation for the account indicated as of the date signed below.	
X <u>Scott Pickett</u> 03/13/2023 Bayard Pickett Jr Owner	X _____ _____ Date
X _____ _____ Date	X _____ _____ Date
ACCEPTANCE. I accept this Beneficiary Designation, Change or Revocation form, indicating the appropriate Designation, Change or Revocation of the beneficiary(ies), for the account indicated as of the date signed below on behalf of this Financial Institution.	
Authorized Financial Institution Representative: X <u>Lisa O'Neill</u> 03/13/2023 Lisa O'Neill Branch Operations Manager	



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PROBATE COURT
CHARLESTON COUNTY, SOUTH CAROLINA
2019ES1000394
1/16/2024 11:07AM

EXHIBIT 8

THE ESTATE OF VERONIQUE W PICKETT
BAYARD S PICKETT JR ADMINISTRATOR
4616 THOROUGHGOOD DR
VIRGINIA BEACH VA 23455-4338

Page 1 of 1

Account Number: [REDACTED] 1141
Date 05/31/23
Images: 0

When it's time to move your business to the next level, a U.S. Small Business Administration (SBA) loan from Atlantic Union Bank gives you the financing to help your business succeed. As one of SBA's preferred lenders, our team of experienced Relationship Managers will guide you through the benefits of an SBA loan and the borrowing process. Visit your local branch to speak with a banker, or visit AtlanticUnionBank.com/SBA lending to learn more.

STATEMENT SUMMARY AS OF 05/31/23

Account Name	Account Number	Balance
FREE BUSINESS CHECKING	[REDACTED] 1141	472.12
FREE BUSINESS CHECKING	THE ESTATE OF VERONIQUE W PICKETT BAYARD S PICKETT JR ADMINISTRATOR	Acct [REDACTED] 1141

Beginning Balance	5/01/23	450,119.62	
Deposits / Misc Credits	1	352.50	
Withdrawals / Misc Debits	1	450,000.00	
** Ending Balance	5/31/23	472.12	**
Service Charge		.00	
Average Balance		334,308	
Average Collected Balance		334,308	
Minimum Balance		472	

Transaction Detail

Date	Activity Description	Deposits	Withdrawals	Balance
5/04	DEPOSIT	352.50		450,472.12
5/24	MISCELLANEOUS DEBIT		450,000.00	472.12



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CHARLESTON COUNTY, SOUTH CAROLINA
2019ES1000394
1/16/2024 11:07AM

EXHIBIT 9

BAYARD S PICKETT JR
4616 THOROUGHGOOD DR
VIRGINIA BEACH VA 23455-4338

Page 1 of 1

Account Number: 2742
Date 05/31/23
Images: 0

Leverage the equity in your home with a Home Equity Line of Credit (HELOC), and tackle expenses for the things you need. Finish home improvement projects, consolidate debt or pay for upcoming expenses - whatever the need, a HELOC can help. Visit AtlanticUnionBank.com to Schedule an Appointment, and speak with a banker about a HELOC today!

STATEMENT SUMMARY AS OF 05/31/23

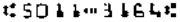
Account Name	Account Number	Balance
PERFORMANCE MONEY MARKET	2742	600,662.66
PERFORMANCE MONEY MARKET	BAYARD S PICKETT JR	Acct 8 2742
Beginning Balance	5/24/23	.00
Deposits / Misc Credits	3	600,662.66
Withdrawals / Misc Debits	0	.00
** Ending Balance	5/31/23	600,662.66 **
Service Charge		.00
Interest Paid Thru	5/31/23	556.87
Interest Paid Year To Date		556.87
Annual Percentage Yield Earned		4.32%
Number of Days for A.P.Y.E.		8
Average Balance for A.P.Y.E.		600,105.79

Transaction Detail

Date	Activity Description	Deposits	Withdrawals	Balance
5/24	DEPOSIT	150,105.79		150,105.79
5/24	DEPOSIT	450,000.00		600,105.79
5/31	INTEREST EARNED	556.87		600,662.66

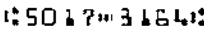
Fee Recap

	Total for this period	Total year-to-date
Total Overdraft Fees	\$.00	\$.00
Total Returned Item Fees	\$.00	\$.00

		Checking Deposit DDADEP	
Customer: BAYARD S PICKETT			
Capture Date/Time: 05/24/2023 at 12:51 PM			
Bus Date: 05/24/2023	Drawer #: 6451	Seq #: 35	Item Seq: 3679000307860
		Cash In: \$0.00 Checks In: \$0.00 Cash Out: \$0.00	
		Amount: \$	450,000.00
			

05/24/2023 \$450,000.00
29230007699865

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2742		CHECKING WITHDRAWAL	
		DATE <u>5/24/23</u>	
PRINTED NAME <u>Baynard Pickett</u>	SIGNATURE <u>[Signature]</u>		
AMOUNT <u>four hundred fifty 00/100</u>	DOLLARS		
ACCOUNT NUMBER		AMOUNT	
* 1141		\$ 450000.00	
			

05/24/2023 \$450,000.00

AUB 051403164 TLR# 0006451

		Checking Deposit DDADEP	
Customer: BAYARD S PICKETT			
Capture Date/Time: 05/24/2023 at 12:44 PM			
Bus Date: 05/24/2023	Drawer #: 6458	Seq #: 29	Item Seq: 3715000268230
		Cash In: \$0.00 Checks In: \$150,105.79 Cash Out: \$0.00	
		Amount: \$	150,105.79
		27421	

05/24/2023

\$150,105.79

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		753945	
800 Greenleaf Circle • Chesapeake, VA 23041		05/24/2023	
		DATE	AMOUNT
		05-24-2023	\$*****150,105.79
PAY One Hundred Fifty Thousand One Hundred Five and 79/100			
TO Bayard Scott Pickett Jr			
ORDER OF		VOID AFTER 180 DAYS	
PAYABLE THROUGH BANK OF EUFRASIA, CL			

05/24/2023 753946 \$150,105.79


 8537402742

**ACCOUNT INFORMATION
MONEY MARKET ACCOUNT**

Atlantic Union Bank
Atlantic Union Bank
PO Box 5568
Glen Allen, Virginia 23058
(800)990-4828

ACCOUNT TITLE AND ADDRESS

BAYARD S PICKETT JR
4616 THOROUGHGOOD DR
VIRGINIA BEACH, VA 23455

ACCOUNT OPEN DATE	ACCOUNT NUMBER	OWNERSHIP TYPE	PRODUCT NAME	INITIAL DEPOSIT
May 24, 2023	2742	Individual	PERFORMANCE MONEY MARKET	\$150,105.79

DEFINITIONS. "You," "your," and "account owner" refer to the Customer, whether or not there are one or more Customers named on the account, and the terms "we," "us," and "our" refer to the Bank, Atlantic Union Bank.

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

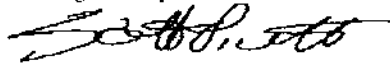
What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

ACKNOWLEDGMENT. By signing this document, you acknowledge that you have opened the type of account designated above. The undersigned certify that all information provided to the Bank is true and accurate. All signers authorize this Bank to make inquiries from any consumer reporting agency, including a check protection service, in connection with this account.

Your signature acknowledges the receipt of the appropriate Account Agreement for the type of account designated above and that you agree to be bound by the Account Agreement. You acknowledge that you have received the following document(s):

- Personal Deposit Accounts Fee Schedule
- Terms and Conditions of Your Account, including:
- Electronic Fund Transfers Your Rights and Responsibilities
- Funds Availability Policy
- Substitute Checks and Your Rights
- Privacy Policy
- Truth in Savings

One Signer Required for Withdrawals



5/24/2023 12:38:01 PM

BAYARD S PICKETT JR
Account Owner

Date



Owner: BAYARD S PICKETT JR
Address: 4616 THOROUGHGOOD DR
VIRGINIA BEACH, VA 23455
Title/Capacity: Account Owner
Occupation: CARPENTER/OWNER
Identification Document
DL:
ID Issuing Location: VA
ID Issue Date: October 8, 2020
ID Expiration: August 27, 2028

Tax ID Number: XXX-XX-8220
Date of Birth:
Home: (757)464-6101

TAXPAYER IDENTIFICATION NUMBER (T.I.N.) CERTIFICATION

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined in the instructions for the IRS Form W-9), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN.

Signature of U.S. person:



5/24/2023 12:38:01 PM

Exemptions (see IRS Form W-9 instructions):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

BAYARD S PICKETT JR

Date



EXHIBIT 10



830 GREENBRIER CIRCLE
CHESAPEAKE VA 23320-2624
www.abnbfcu.org
(757) 523-5300

Member Statement

MEMBER NUMBER	STATEMENT PERIOD	PAGE
XXXXXXXXXX9180	04-01-2023 to 06-30-2023	1 of 2

EZ FILING
PROBATE COURT
CHARLESTON COUNTY, SOUTH CAROLINA
2019ES1000394

1/16/2024 11:07AM
BAYARD S PICKETT JR
4616 THOROUGHGOOD DR
VIRGINIA BEACH VA 23455-4338

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Earn dividends while saving money on everyday things.

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SAVINGS

DATE	DESCRIPTION	SAVINGS ACCOUNT XXXXXXXX7487	AMOUNT	BALANCE
04-01-2023	STARTING BALANCE			\$250,096.51
04-29-2023	Eff. 04-30 Credit Dividends		\$10.28	\$250,106.79
05-24-2023	Withdrawal		(\$150,305.79)	\$100,001.00
05-24-2023	Withdrawal Transfer to *8825 TD		(\$100,000.00)	\$1.00
05-31-2023	Credit Dividends		\$7.88	\$8.88
06-30-2023	ENDING BALANCE			\$8.88
Average Percentage Yield = 0.050%			Dividends Earned This Cycle = \$18.15	
Average Daily Balance = \$145,666.22			Dividends Earned YTD = \$24.67	

CERTIFICATE

DATE	DESCRIPTION	12 MONTH ACCOUNT XXXXXXXX8825	AMOUNT	BALANCE
05-24-2023	STARTING BALANCE			\$0.00
05-24-2023	New Account Deposit Transfer from *7487 SAV		\$100,000.00	\$100,000.00
05-31-2023	Credit Dividends		\$104.01	\$100,104.01
06-30-2023	Credit Dividends		\$390.44	\$100,494.45
06-30-2023	ENDING BALANCE			\$100,494.45
Average Percentage Yield = 4.848%			Dividends Earned This Cycle = \$494.45	
Average Daily Balance = \$100,082.11			Dividends Earned YTD = \$494.45	

FIGHT INFLATION
7-Year HELOC from ABNB

AS LOW AS
6.49% APR

ABNB be able

*All 7-Year HELOC interest rates (APR) are subject to change. Interest rates are based on the Prime Rate plus 1.99% (or 2.99% for HELOCs with a draw period of 10 years or more). Some restrictions may apply. Closing costs are \$500. A \$500 fee is charged at the time of closing. Interest is compounded monthly. A required interest rate of 12.99% will be applied if the borrower fails to make a payment by the due date. Minimum payment is \$100 per month. See your loan agreement for more details.

"YOU-WIN" CERTIFICATES. Your Choice.



With our "You-Win" Certificates, you have total control. You get a great initial rate and have the ability to **bump up your rate once during the term** if rates rise. That means "You Win" no matter which certificate you choose!

24
MONTH

36
MONTH

ABNBfcu.org/certificates

Federally insured by NCUA



2019ES1000394
1/16/2024 11:07AM

EXHIBIT 11



P.O. Box 15284
Wilmington, DE 19850

THE ESTATE OF VERONIQUE W. PICKETT
BAYARD SCOTT PICKETT JR PER REP
4616 THOROUGHGOOD DR
VIRGINIA BEACH, VA 23455-4338

Customer service information

Customer service: 1.800.432.1000
TDD/TTY users only: 1.800.288.4408
En Español: 1.800.688.6086
bankofamerica.com
Bank of America, N.A.
P.O. Box 25118
Tampa, FL 33622-5118

Your Military - The Corps Adv Plus Banking

for April 5, 2019 to April 24, 2019

Account number: 5092

THE ESTATE OF VERONIQUE W. PICKETT BAYARD SCOTT PICKETT JR PER REP

Account summary

Beginning balance on April 5, 2019	\$0.00
Deposits and other additions	70,657.98
Withdrawals and other subtractions	-900.00
Checks	-0.00
Service fees	-26.04
Ending balance on April 24, 2019	\$69,731.94

Here's a tip

Sending money is quick and easy

Use Mobile or Online Banking to send or transfer money:

- Between your Bank of America® bank accounts
- To and from your accounts at other banks
- To someone else

For more information, including step-by-step videos, sign in to Online Banking and click on **Transfers**.

Fees apply to wires and certain transfers. See the Online Banking Service Agreement at bankofamerica.com/serviceagreement for details. Data connection required for online and mobile transfers. Wireless carrier fees may apply.

SSA-10-19 0026.B - ARBSCBY

IMPORTANT INFORMATION: BANK DEPOSIT ACCOUNTS

How to Contact Us - You may call us at the telephone number listed on the front of this statement.

Updating your contact information - We encourage you to keep your contact information up-to-date. This includes address, email and phone number. If your information has changed, the easiest way to update it is by visiting the Help & Support tab of Online Banking.

Deposit agreement - When you opened your account, you received a deposit agreement and fee schedule and agreed that your account would be governed by the terms of these documents, as we may amend them from time to time. These documents are part of the contract for your deposit account and govern all transactions relating to your account, including all deposits and withdrawals. Copies of both the deposit agreement and fee schedule which contain the current version of the terms and conditions of your account relationship may be obtained at our financial centers.

Electronic transfers: In case of errors or questions about your electronic transfers - If you think your statement or receipt is wrong or you need more information about an electronic transfer (e.g., ATM transactions, direct deposits or withdrawals, point-of-sale transactions) on the statement or receipt, telephone or write us at the address and number listed on the front of this statement as soon as you can. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

- Tell us your name and account number.
- Describe the error or transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

For consumer accounts used primarily for personal, family or household purposes, we will investigate your complaint and will correct any error promptly. If we take more than 10 business days (10 calendar days if you are a Massachusetts customer) (20 business days if you are a new customer, for electronic transfers occurring during the first 30 days after the first deposit is made to your account) to do this, we will provisionally credit your account for the amount you think is in error, so that you will have use of the money during the time it will take to complete our investigation.

For other accounts, we investigate, and if we find we have made an error, we credit your account at the conclusion of our investigation.

Reporting other problems - You must examine your statement carefully and promptly. You are in the best position to discover errors and unauthorized transactions on your account. If you fail to notify us in writing of suspected problems or an unauthorized transaction within the time period specified in the deposit agreement (which periods are no more than 60 days after we make the statement available to you and in some cases are 30 days or less), we are not liable to you and you agree to not make a claim against us, for the problems or unauthorized transactions.

Direct deposits - If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you may call us to find out if the deposit was made as scheduled. You may also review your activity online or visit a financial center for information.

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Equal Housing Lender



THE ESTATE OF VERONIQUE W. PICKETT | Account #

5092 | April 5, 2019 to April 24, 2019

Deposits and other additions

Date	Description	Amount
04/05/19	Counter Credit	70,000.00
04/09/19	Counter Credit	657.98
Total deposits and other additions		\$70,657.98

Withdrawals and other subtractions

Date	Description	Amount
04/09/19	Customer Withdrawal Image	-900.00
Total withdrawals and other subtractions		-\$900.00

Service fees

Date	Transaction description	Amount
04/18/19	CHECK ORDER00295 DES:FEE ID:1JGI6009 PMT INFO: PRODUCT(S): 23.31 S&H: 1.26 VA TAX: 1.47	-26.04
Total service fees		-\$26.04

Note your Ending Balance already reflects the subtraction of Service Fees.

What's on your mind?

When you join the Bank of America® Advisory Panel, you can help us understand what you like and don't like.
Enter code **CADD** at bankofamerica.com/AdvisoryPanel to learn more and join.

Inclusion on the Advisory Panel subject to qualifications.

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CHARLESTON COUNTY, SOUTH CAROLINA

2019ES1000394

1/16/2024 11:07AM

EXHIBIT 12

BANK OF AMERICA 

P.O. Box 15284
Wilmington, DE 19850

THE ESTATE OF VERONIQUE W. PICKETT
BAYARD SCOTT PICKETT JR PER REP
4616 THOROUGHGOOD DR
VIRGINIA BEACH, VA 23455-4338

Customer service information

☎ Customer service: 1.800.432.1000

En Español: 1.800.688.6086

🌐 bankofamerica.com

📍 Bank of America, N.A.
P.O. Box 25118
Tampa, FL 33622-5118

Your Military - The Corps Adv Plus Banking

for September 26, 2023 to October 25, 2023

Account number: 5092

THE ESTATE OF VERONIQUE W. PICKETT BAYARD SCOTT PICKETT JR PER REP

Account summary

Beginning balance on September 26, 2023	\$11,514.91
Deposits and other additions	0.00
Withdrawals and other subtractions	-0.00
Checks	-5,000.00
Service fees	-0.00
Ending balance on October 25, 2023	\$6,514.91

How
are we
doing?

Your opinion is important to us.

You're invited to join the Bank of America® Advisory Panel and share what you think we're doing right—and what we need to do better. Enter code **CADD** at bankofamerica.com/AdvisoryPanel to learn more and join.

Inclusion on the Advisory Panel subject to qualifications.

55M-00-22-0023 D | #875608

IMPORTANT INFORMATION: BANK DEPOSIT ACCOUNTS

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Equal Housing Lender

Checks

Date	Check #	Amount
09/26/23	1119	-5,000.00
Total checks		-\$5,000.00
Total # of checks	1	

Braille and Large Print Request - You can request a copy of this statement in Braille or Large Print by calling 800.432.1000 or going to [bankofamerica.com](https://www.bankofamerica.com) and enter Visually Impaired Access from the home page.

¿Estados de cuenta en español?
¡Podemos hacerlos para usted!

Llame al **800.688.6086** o visite
su centro financiero más cercano.

Se aplican exclusiones. No se encuentra disponible para cuentas
Comerciales, Merrill, Private Bank y Pequeñas Empresas.

Statements in Spanish?
We can do that for you!

Call **800.432.1000**, or visit
your nearest financial center.

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Private Bank and Small Business accounts.

SSM-02-23-0631 B - SS48117

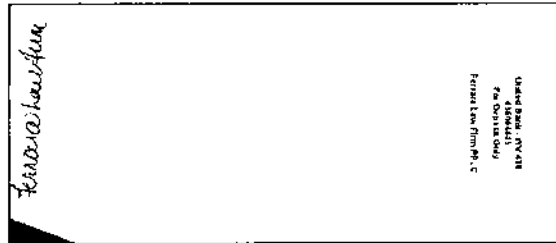
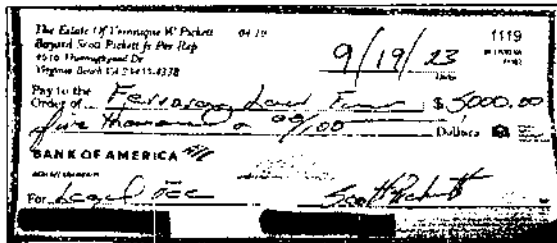


THE ESTATE OF VERONIQUE W. PICKETT | Account #

5092 | September 26, 2023 to October 25, 2023

Check images

Account number: 5092
Check number: 1119 | Amount: \$5,000.00





P.O. Box 15284
Wilmington, DE 19850

Customer service information

Customer service: 1.800.432.1000

En Español: 1.800.688.6086

bankofamerica.com

Bank of America, N.A.
P.O. Box 25118
Tampa, FL 33622-5118

THE ESTATE OF VERONIQUE W. PICKETT
BAYARD SCOTT PICKETT JR PER REP
4616 THOROUGHGOOD DR
VIRGINIA BEACH, VA 23455-4338



Please see the **Important Messages - Please Read** section of your statement for important details that could impact you.

Your Military - The Corps Adv Plus Banking

for August 26, 2023 to September 25, 2023

Account number: 5092

THE ESTATE OF VERONIQUE W. PICKETT BAYARD SCOTT PICKETT JR PER REP

Account summary

Beginning balance on August 26, 2023	\$6,238.20
Deposits and other additions	25,000.00
Withdrawals and other subtractions	-0.00
Checks	-19,723.29
Service fees	-0.00
Ending balance on September 25, 2023	\$11,514.91

Can you spot a scam?

Be aware of these common red flags:



Contacted unexpectedly and asked for sensitive information



Pressured to act immediately



Asked to provide codes or click links to verify information



Share these tips with friends and family so they can help protect themselves
Scan this code or visit bofa.com/HelpProtectYourself to see trending scams

When you use the QR code feature certain information is collected from your mobile device for business purposes.

09M40223 007598 | 5449773

IMPORTANT INFORMATION: BANK DEPOSIT ACCOUNTS

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Deposits and other additions

Date	Description	Amount
08/30/23	Online Banking transfer from CHK 3979 Confirmation# 1241785944	10,000.00
09/19/23	Online Banking transfer from CHK 3979 Confirmation# 5015409262	15,000.00
Total deposits and other additions		\$25,000.00

Checks

Date	Check #	Amount
08/29/23	1109	-3,105.77
08/30/23	1110	-275.00
08/31/23	1111	-3,000.00
08/31/23	1112	-2,297.73
08/31/23	1113	-1,619.14

Date	Check #	Amount
09/05/23	1114	-1,200.00
09/05/23	1115	-150.00
09/14/23	1116	-590.65
09/18/23	1117	-2,000.00
09/22/23	1118	-5,485.00
Total checks		-\$19,723.29
Total # of checks		10

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SSA-05-23-09508 | 5677987

Account #

5092

August 26, 2023 to September 25, 2023

5092

Check number: 1109 | Amount: \$3,105.77

1109

For Deposit Only

75.00

1110

Doc. Hodge

Account number: 5092
Check number: 111 | Amount: \$3,000.00

202203 0904 00210
202203 0904 00210
202203 0904 00210

The Estate Of Vernon J W Parker
Bernard Scott Parker Jr The Heir
4416 Huntington St
Virginia Beach VA 23455-0338

Ag 31 23
1112
06/19/78
1141

Pay to the Order of \$2297.73
~~Wentworth Home - Drury Court Rd~~
Drillam ☒ ☐

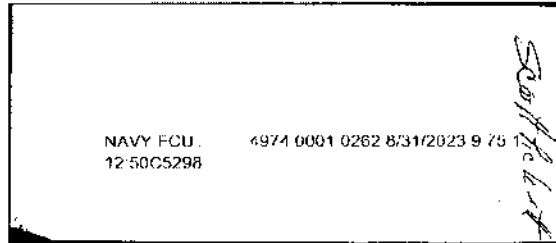
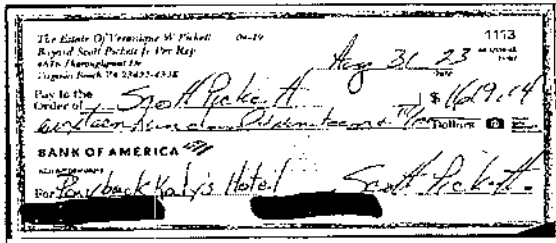
BANK OF AMERICA

MEMO TO BANK
FUR Kat's Flooring Scott Pickett

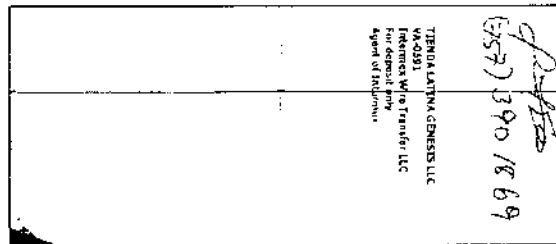
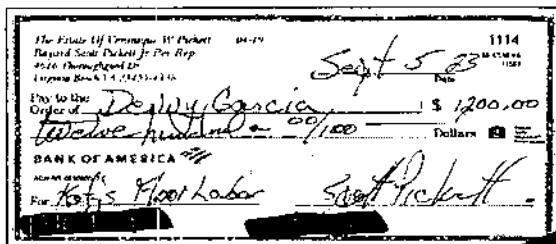
OF DEPOSED CONGRESSMAN
 HENRY CLAY, OF THE STATE OF KENTUCKY
 201 - 3000 19th Street
 DOWNTOWN, NEW YORK 10032
 EM 3 1121
 ACQUIT 2 207 75
 14 1001 SCOTT BUILDING JR
 LOS ANGELES 195
 Phone 213 3182500
 4400
 201 3000 19th Street
 Sec 1
 Dep 12
 201 3000 19th Street

Check images - continued

Account number: 5092
Check number: 1113 | Amount: \$1,619.14

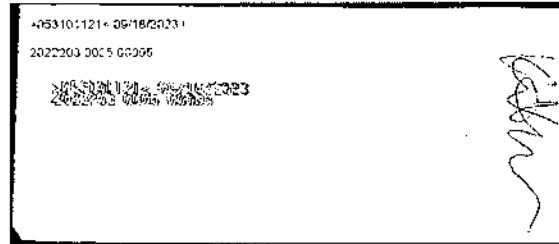
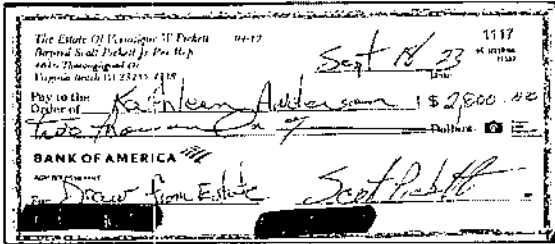


Check number: 1114 | Amount: \$1,200.00

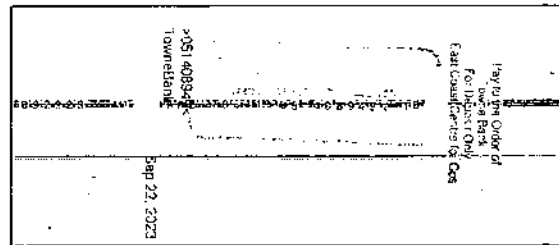
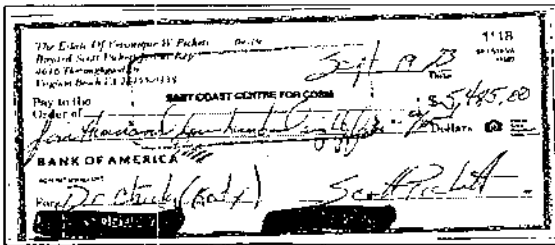


Check images - continued

Account number: 5092
Check number: 1117 | Amount: \$2,000.00



Check number: 1118 | Amount: \$5,485.00



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THE ESTATE OF VERONIQUE W. PICKETT
BAYARD SCOTT PICKETT JR PER REP
4616 THOROUGHGOOD DR
VIRGINIA BEACH, VA 23455-4338



Please see the **Important Messages - Please Read** section of your statement for important details that could impact you.

Your Military - The Corps Adv Plus Banking

for July 26, 2023 to August 25, 2023

Account number: 5092

THE ESTATE OF VERONIQUE W. PICKETT BAYARD SCOTT PICKETT JR PER REP

Account summary

Beginning balance on July 26, 2023	\$12,289.45
Deposits and other additions	0.00
Withdrawals and other subtractions	-0.00
Checks	-6,051.25
Service fees	-0.00
Ending balance on August 25, 2023	\$6,238.20

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Deposit agreement - When you opened your account, you received a deposit agreement and fee schedule and agreed that your account would be governed by the terms of these documents, as we may amend them from time to time. These documents are part of the contract for your deposit account and govern all transactions relating to your account, including all deposits and withdrawals. Copies of both the deposit agreement and fee schedule which contain the current version of the terms and conditions of your account relationship may be obtained at our financial centers.

Electronic transfers: In case of errors or questions about your electronic transfers - If you think your statement or receipt is wrong or you need more information about an electronic transfer (e.g., ATM transactions, direct deposits or withdrawals, point-of-sale transactions) on the statement or receipt, telephone or write us at the address and number listed on the front of this statement as soon as you can. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

- Tell us your name and account number.
- Describe the error or transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

For consumer accounts used primarily for personal, family or household purposes, we will investigate your complaint and will correct any error promptly. If we take more than 10 business days (10 calendar days if you are a Massachusetts customer) (20 business days if you are a new customer, for electronic transfers occurring during the first 30 days after the first deposit is made to your account) to do this, we will provisionally credit your account for the amount you think is in error, so that you will have use of the money during the time it will take to complete our investigation.

For other accounts, we investigate, and if we find we have made an error, we credit your account at the conclusion of our investigation.

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Direct deposits - If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you may call us to find out if the deposit was made as scheduled. You may also review your activity online or visit a financial center for information.

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Checks

Date	Check #	Amount
08/25/23		-3,500.00
08/02/23	1103	-51.25

Date	Check #	Amount
08/17/23	1107*	-2,500.00

Total checks -**\$6,051.25**

Total # of checks **3**

* There is a gap in sequential check numbers

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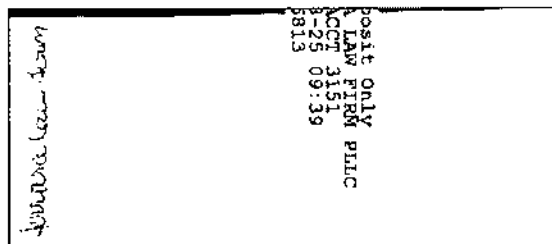
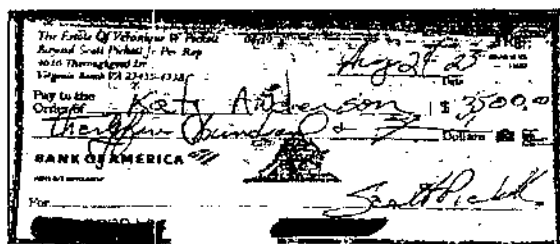
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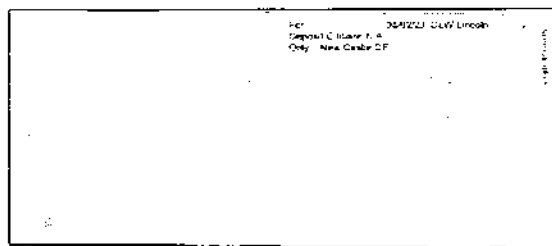
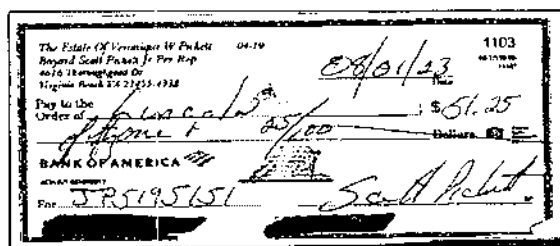
When you use the QRC feature certain information is collected from your mobile device for business purposes.
SSM-05-22-0100C | 4716133

Check images

Account number: 5092
Amount: \$3,500.00



Check number: 1103 | Amount: \$51.25



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Now funds deposited by check may be available to you earlier.

We are changing when funds are available to you when your check deposit is not made in person to one of our employees at a financial center. Beginning August 11, 2023, the funds from your check deposit will be available the first business day after the day of your deposit.

Please keep in mind, all deposits are subject to a hold review at any time – and we may place longer holds on certain items in some cases, which could impact your ability to withdraw or use the deposited funds or result in a reduction of your available balance. For more information, please refer to your Deposit Agreement & Disclosures at bankofamerica.com/deposits/resources/deposit-agreements.go.deposit.



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Tampa, FL 33622-5118

Your Military - The Corps Adv Plus Banking

for June 27, 2023 to July 25, 2023

Account number: 5092

THE ESTATE OF VERONIQUE W. PICKETT BAYARD SCOTT PICKETT JR PER REP

Account summary

Beginning balance on June 27, 2023	\$12,343.70
Deposits and other additions	0.00
Withdrawals and other subtractions	-0.00
Checks	-51.25
Service fees	-3.00
Ending balance on July 25, 2023	\$12,289.45



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SSM-04-23-0422-B 1 5510726

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- Tell us your name and account number.
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- Tell us the dollar amount of the suspected error.

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Checks

Date	Check #	Amount
07/19/23	1106	-51.25
Total checks		-\$51.25
Total # of checks		1

Service fees

Date	Transaction description	Amount
07/25/23	Check Image Service Fee	-3.00
Total service fees		-\$3.00

Note your Ending Balance already reflects the subtraction of Service Fees.

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SSM-08-22-0033.0 | 4675608

THE ESTATE OF VERONIQUE W. PICKETT | Account #

5092 | June 27, 2023 to July 25, 2023

Check images

Account number: 5092
Check number: 1106 | Amount: \$51.25

The Estate Of Veronique W. Pickett 04-19
Bayport, South Dakota; J. P. For Help
c/o a Pharmacist for
Virginia Beach Va 23455-0188

1106
AM 04 09 92
1100

July 1 23
This

Pay to the Order of Lincoln \$ 51.25
Jefferson + 23700 Dollars ☒ ☐

BANK OF AMERICA

AMOUNT ONLY \$ 51.25

P. R. Tanner (wife) John A. Pickett

Page 2
Goppley C. Adams, N. A.
City, New Castle DE

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)
IN THE MATTER OF:)
VERONIQUE W. PICKETT)
LAURA V. JONES, AS TRUSTEE OF THE)
LAURA V. JONES TRUST AS)
ESTABLISHED BY THE WILL OF)
VERONIQUE H.W. PICKETT DATED)
MARCH 31, 1999 AND AS TRUSTEE OF)
THE KATHLEEN B. ANDERSON TRUST)
AS ESTABLISHED UNDER THE WILL)
OF VERONIQUE H.W. PICKETT DATED)
MARCH 31, 1999,)
Petitioners,)
v.)
BAYARD SCOTT PICKETT, JR.,)
Respondent.)
v.)
KATHLEEN E. ANDERSON aka)
KATHLEEN ELIZABETH ANDERSON, in)
her individual capacity.)
Party in Interest/Counterclaimant.)

IN THE PROBATE COURT
CASE NO: 2019-ES-10-00394

EZ FILING
PROBATE COURT
CHARLESTON COUNTY, SOUTH CAROLINA
2019ES1000394
1/16/2024 11:07AM

FILED

MAR 12 2024

JULIE J. ARMSTRONG
CLERK, C.P. & G.S.

CERTIFICATE OF SERVICE

The undersigned hereby certifies that she served Petitioner Laura V. Jones' Supplemental Memorandum in Opposition to Motions to Reconsider on the following via email on January 16, 2024:

Paul B. Ferrara, III, Esquire
8887 Old University Blvd., Suite 201
North Charleston, SC 29406
paul@ferraralawfirm.net

ATTORNEY FOR RESPONDENT

Eric B. Laquiere, Esquire
Laquiere Legal Services, LLC
3674 Old Charleston Hwy.
Johns Island, SC 29455
eric@laqlaw.com

ATTORNEY FOR KATHLEEN B. ANDERSON AKA KATHLEEN ELIZABETH
ANDERSON

By: /s/ Taylor Davis
Paralegal
Saxton & Stump, LLC

Civil Procedure, the Motions proceeded on a hearing before the Court pursuant to Rule 59(e) Motion to Alter or Amend a Judgment. Respondents' Motions for Reconsideration are hereby **DENIED**.

The filing of motions and other pleadings in the Probate Court are governed by the South Carolina Probate Code and, where not inconsistent, the South Carolina Rules of Civil Procedure, including Rule 59(e). *In re: Estate of Timmerman*, 331 S.C. 455, 460, 502 S.E.2d 920, 922 (Ct. App. 1998) (see also S.C. Code Ann. §§ 14-23-280, 62-1-304). A party may not use a Rule 59 motion to re-litigate old matters or present issues that could have been raised prior to the judgment but were not. *Exxon Shipping Co. v. Baker*, 554 U.S. 471, 485 n.5 (2008); *Hickman v. Hickman*, 301 S.C. 455, 456, 392 S.E.2d 481, 482 (Ct. App. 1990).

Pursuant to Rule 59, SCRCP this Court has proper jurisdiction, and this Court issues its ruling on the Respondents' Motions to Reconsider after careful review of the Pleadings and after a hearing on same.

Under South Carolina law, a motion to reconsider is appropriate when “[a] party may wish to file such a motion when she believes the court has misunderstood, failed to fully consider, or perhaps failed to rule on an argument or issue, and the party wishes for the court to reconsider or rule on it.” *Elam v. S.C. Dep’t of Transp.*, 361 S.C. 9, 24, 602 S.E.2d 772, 780 (2004).

Background

1. Decedent passed away on December 18, 2018 and she was predeceased by her husband, Bayard Scott Pickett, Sr.
2. Decedent was survived by her son, Respondent Bayard Scott Pickett, Jr. and her two granddaughters, Petitioner Laura V. Jones and Respondent Kathleen Elizabeth Anderson.

Decedent's daughter, and mother of Laura and Kathleen, passed away on December 24, 2003, predeceasing Decedent.

3. Respondent Pickett filed an Application for Informal Probate of Will and Appointment as Personal Representative on or about March 4, 2019. Without objection, the Will dated March 31, 1999 was admitted to Probate and Respondent was appointed as Personal Representative.
4. On June 21, 2019, the Court issued statutory compliance letter #1 to Respondent Pickett that the Inventory and Appraisement should be filed within (20) days.
5. On September 21, 2020, the Court issued statutory compliance letter #2 to Respondent Pickett that the Inventory and Appraisement along with closing documents should be filed within (20) days.
6. On November 2, 2020, Respondent Pickett filed a Deed of Distribution with the Court but had not yet filed an Inventory and Appraisement as required by the South Carolina Probate Code.
7. On March 25, 2021 the Court issued statutory compliance letter #3 to Respondent Pickett that the Inventory and Appraisement along with closing documents should be filed within (20) days.
8. On April 13, 2021 the Court issued statutory compliance letter #4 to Respondent Pickett that the Inventory and Appraisement along with closing documents should be filed within (20) days.
9. On May 12, 2021 the Court issued statutory compliance letter #5 to Respondent Pickett that the Inventory and Appraisement along with closing documents should be filed within (20) days.

10. On November 24, 2021 the Court issued statutory compliance letter #6 to Respondent Pickett that the Inventory and Appraisement along with closing documents should be filed by December 29, 2021 or the Estate **shall be administratively closed**.
11. On January 19, 2022 the Court sent a Notice of Non Filing and Rule 4 letter to Respondent Pickett with a copy of the Order administratively closing the Estate.
12. On May 19, 2023 Respondent Pickett filed an Informal Application/Petition for Subsequent Administration.
13. On May 31, 2023 Petitioner Jones filed an Objection to the Appointment of Respondent Pickett as Personal Representative and requested that the Court appoint a Special Administrator.
14. On June 26, 2023 Petitioner Jones filed a Summons and Petition for the Appointment of a Special Administrator.
15. On June 26, 2023 Petitioner Jones filed an Amended Summons and Petition for the Appointment of a Special Administrator. On July 5, 2023 Petitioner Jones filed Respondent Pickett's Acceptance of Service regarding the same.
16. On August 4, 2023 Respondent Pickett filed an Answer and Requested a Jury Trial. (However, the appointment of a Special Administrator is the exclusive jurisdiction of the Court not a matter before a jury.)
17. On August 18, 2023 Respondent Anderson filed a Motion to Intervene and filed an Answer / Counterclaim / Crossclaim on August 21, 2023.
18. On September 22, 2023, the Court held a hearing regarding the Petition for Formal Appointment of a Special Administrator filed by Petitioner Jones.

19. On September 27, 2023 the Court issued an Order for Appointment of Special Administrator.

Arguments of Respondents

1. That the Court, in considering the formal petition of Petitioner Jones to appoint a special administrator, failed to make a required finding of malfeasance as required by S.C. Code Ann. § 62-3-611(b) and elicited by *Church v. McGee*, 391 S.C. 334, 705 S.E. 2d 481 (Ct. App. 2011).

In this case, the Court's Order of September 27, 2023 did not remove Respondent Pickett as Personal Representative. The Court filings speak for themselves. More specifically, this Court's Order dated January 19, 2022 clearly states that:

Pursuant to the authority granted unto this Probate Court by and in Probate Court Rule 4, as adopted and made effective by the Supreme Court on March 8, 1983, and upon and after due and appropriate compliance with the purport and purview of Law and Statute herein and hereto relevant and appertaining, the above captioned Case and/or Cause is closed and final discharge entered, with leave to restore upon good cause being shown provided that the subject Fiduciary shall be and is fully responsible and liable to the full extent of Law for any and all acts and doings, commissions and/or omissions, prior to the date hereof; but this Order does not alter or release any and all liabilities on and under said Bond prior to the date hereof.

Therefore, the Estate was closed, and Respondent was no longer serving as Personal Representative as of January 19, 2022. This Order was not appealed by Respondent Pickett.

2. The Respondents further argue that the Court only found the inventory and appraisement and accounting were not filed. This act alone does not justify removal of the Personal Representative citing S.C. Code Ann. § 62-3-1001.

Again, the September 22, 2023 hearing was not a removal hearing, it was a hearing regarding Petitioner Jones' Formal Petition for Appointment of a Special Administrator. In this case, Respondent Pickett failed to file an Inventory and Appraisement within ninety days after his appointment. Per S.C. Code Ann. § 62-3-706 it clearly states:

(A) Within ninety days after his appointment, a personal representative, who is not a special administrator or a successor to another representative who has previously discharged this duty, shall:

(1) prepare an inventory and appraisal of probate property owned by the decedent at the time of his death, listing it with reasonable detail, and indicating as to each listed item, its fair market value as of the date of the decedent's death, and the type and amount of any encumbrance that may exist with reference to any item;

(2) file the original of the inventory and appraisal with the court; and

(3) mail a copy of the filed inventory and appraisal to interested persons who have filed a demand for notice of the filing of the inventory pursuant to Section 62-3-204.

It is clear from the Court record that Respondent Pickett did not file an Inventory as required by the South Carolina Probate Code and as a result the Estate was closed per the January 19, 2022 Order which was not appealed by Respondent Pickett. Respondents mistakenly cite S.C. Code Ann. § 62-3-1001 which addresses the Personal Representative's duties regarding the closing documents, more specifically, a full accounting, proposal for distribution, application for settlement, right to demand hearing, and proof of delivery. Respondent Pickett argues that he was not given an opportunity to fully explain the reason for delay in filing an Inventory and Appraisal. Again, this point is moot because the January 19, 2022 Order was not appealed.

3. Respondents argue that the probated Will of Decedent does not authorize the Court to appoint a special administrator.

Respondents argue that a "Court may not by juridical construction make a will for the decedent that he has not made for himself" citing *Guaranty Bank Trust Co. v. Byrd*, 292 S.C. 187, 189, 355 S.E.2d 529, 530 (S.C., 1986) That case concerns the construction of a Will regarding the distribution of estate assets, not the appointment of a special administrator. As per this Court's previous Order the law is clear:

Pursuant to S.C. Code Ann. § 62-3-614(2), a special administrator may be appointed "in a formal proceeding by order of the court on the petition of any interested person and finding, after notice and hearing, that appointment is necessary to preserve the estate or to secure its proper administration including its administration in circumstances where a general personal representative cannot or should not act."

Again, the Court found that the appointment of a Special Administrator was necessary to preserve the estate and to secure its proper administration.

4. That Respondent Pickett filed a Summons and Petition for Subsequent Administration on May 18, 2023 and the Court did not make a finding as to why Respondent was not reappointed in the Order dated September 27, 2023.

Respondent Pickett's argument is a misstatement of the filings. The record is clear that Respondent Pickett filed an "Informal Application/Petition for Subsequent Administration" on May 19, 2023. On May 31, 2023 Petitioner filed an Objection to the Respondent's Informal Application. First, the Court would note S.C. Code Ann. § 62-3-309 regarding informal appointment proceedings. Second, this matter became a formal action, and a hearing was set regarding Petitioner's filed Objection along with Petitioner's subsequent Summons and Petition for Formal Appointment of a Special Administrator. Respondent Pickett argues that S.C. Code Ann. § 62-3-611 governs a removal of a personal representative, which is correct. As stated previously, the January 19, 2022 Order closing the Estate was not appealed and therefore Respondent Pickett was not the personal representative. Respondent Pickett contends that the September 22, 2023 hearing required his "removal as Personal Representative" before a Special Administrator could be appointed. That argument fails.

The Court would also reference Item 1 of Petitioner Jones' Memorandum in Opposition to Motions to Reconsider that was filed on October 23, 2023. As addressed earlier, Respondents failed to properly serve the Motions for Reconsideration as required by the South Carolina Rules of Civil Procedure. As a matter of law, these Motions were not properly before the Court. Nevertheless, the Court proceed with the hearing and consideration of the Motions.

After a review of the relevant pleadings, memoranda, and hearing notes, the Court finds that the Motions filed raise no new argument and present no new evidence, therefore, the Court respectfully **DENIES** the Motions.

Based upon the foregoing, it is now therefore, hereby:

ORDERED, ADJUDGED, AND DECREED that Respondents' Motions to Reconsider Order dated September 27, 2023 are respectfully **DENIED**.

IT IS SO ORDERED.



David L. Michel
Associate Judge of Probate

This 24 day of January, 2024
Charleston, South Carolina

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)
IN THE MATTER OF:)
VERONIQUE W. PICKETT)
BAYARD SCOTT PICKETT, JR.)
APPELLANT,

VS.

LAURA V. JONES, AS TRUSTEE OF
THE LAURA V. JONES TRUST AS
ESTABLISHED BY THE WILL OF
VERONIQUE H.W. PICKETT DATED
MARCH 31, 1999 AND AS TRUSTEE
OF THE KATHLEEN E. ANDERSON
TRUST AS ESTABLISHED UNDER
THE WILL OF VERONIQUE H.W.
PICKETT DATED MARCH 31, 1999,

RESPONDENTS.

IN THE CIRCUIT COURT
Appeal from Probate Court for Charleston County
CASE NO.:2019-ES-10-0394

**NOTICE OF INTENT TO APPEAL
TO CIRCUIT COURT**

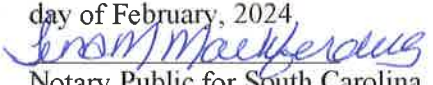
EZ FILING
PROBATE COURT
CHARLESTON COUNTY, SOUTH CAROLINA
2019ES1000394
2/2/2024 1:42PM

Pursuant to SCPC 62-1-308, Appellant hereby submits his Notice of Intent to Appeal the Probate Court Order for Appointment of Special Administrator dated September 27, 2023, Order Denying Motions for Reconsideration for Appointment of Special Administrator dated January 24, 2024 and Order to Compel Transfer of Estate Funds dated January 24, 2024. The Orders were received by the Appellant's Counsel on September 27, 2023 and January 24, 2024 respectively. A copy of the Orders are attached.

FERRARA LAW FIRM, PLLC


Paul B. Ferrara, III (S.C. Bar No. 70511)
Attorney for Petitioner
8887 Old University Boulevard
North Charleston, SC 29406
T: (843) 569-5511 | F: (843) 569-5411
paul@ferraralawfirm.net

SWORN to before me this 2nd
day of February, 2024


Notary Public for South Carolina
My Commission Expires: 12-30-29

Tina M. Markferding
Notary Public, State of South Carolina
My Commission Expires December 30, 2029

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)
IN THE MATTER OF:)
VERONIQUE W. PICKETT)
LAURA V. JONES, AS TRUSTEE OF THE)
LAURA V. JONES TRUST AS)
ESTABLISHED BY THE WILL OF)
VERONIQUE H.W. PICKETT DATED)
MARCH 31, 1999 AND AS TRUSTEE OF)
THE KATHLEEN E. ANDERSON TRUST)
AS ESTABLISHED UNDER THE WILL)
OF VERONIQUE H.W. PICKETT DATED)
MARCH 31, 1999,)
Petitioners,)
v.)
BAYARD SCOTT PICKETT, JR.,)
Respondent.)
v.)
KATHLEEN E. ANDERSON aka)
KATHLEEN ELIZABETH ANDERSON, in)
her individual capacity.)
Party in Interest/Counterclaimant.)

IN THE PROBATE COURT
CASE NO: 2019-ES-10-00394

EZ FILING
PROBATE COURT
CHARLESTON COUNTY, SOUTH CAROLINA
2019ES1000394
2/5/2024 11:30AM

FILED

MAR 12 2024

JULIE J. ARMSTRONG
CLERK, C.P. & G.S.

EMERGENCY APPLICATION FOR
APPOINTMENT OF TEMPORARY SPECIAL ADMINISTRATOR

TO: ALL COUNSEL OF RECORD

PLEASE TAKE NOTICE that, pursuant to S.C. Code Ann. § 62-3-614(1), Applicant Laura V. Jones, as Trustee of the Laura V. Jones Trust as Established by the Will of Veronique H.W. Pickett, dated March 31, 1999, requests that the Presiding Judge of the Charleston County Probate Court immediately issue an Order appointing C. Mac Gibson, Esquire, as Temporary Special

Administrator of the Estate of Veronique H.W. Pickett (“Estate”), with all the powers of a general personal representative, pending the resolution of the appeals described herein below. Should the Court require a hearing on this Application, Applicant Jones respectfully requests that it be set at the Court’s earliest convenience pursuant to S.C. Code Ann. § 62-1-401(b) and § 62-1-201(1) (confirming that applications do not require a summons and are not governed by or subject to the rules of civil procedure). The grounds for this Application are as follows:

1. The Decedent, Veronique W. Pickett, died on December 18, 2018. At the time of her death, she was a resident of Virginia Beach, Virginia, but owned real property in Charleston County, South Carolina.

2. At the time of her death, the Decedent was survived by her son, Respondent Bayard Scott Pickett, Jr., and her two granddaughters, Laura V. Jones and Kathleen E. Anderson.

3. On March 1, 2019, Respondent Bayard Scott Pickett, Jr. (hereinafter, “Respondent”), son of the Decedent, filed an Application for Informal Appointment of Personal Representative.

4. On March 11, 2019, Respondent was appointed as Personal Representative of the Estate and the Decedent’s Will, dated March 31, 1999, was admitted to probate.

5. Pursuant to the Will, the devisees of the Estate are as follows with their respected shares as indicated:

50%: Bayard Scott Pickett, Jr., Trust as established under the Will of Veronique H.W. Pickett dated March 31, 1999

25%: Laura V. Jones Trust as established under the Will of Veronique H.W. Pickett dated March 31, 1999

25%: Kathleen E. Anderson Trust as established under the Will of Veronique H.W. Pickett dated March 31, 1999

6. Due to Respondent's failure to file required documents after multiple demands by the Court dating back to June 21, 2019, the Court ultimately closed the Estate by Order dated January 19, 2022, pursuant to Rule 4, which Order terminated Respondent as Personal Representative.

7. On May 19, 2023, Respondent filed an Application for Subsequent Administration, seeking to reopen the Estate and to be reappointed as Personal Representative.

8. On June 27, 2023, Applicant Jones filed a Verified Petition for Appointment of Special Administrator. The facts, arguments, and exhibits of that Petition for Appointment of Special Administrator, as well as those of the Memorandum in Support of Petition for Appointment of Special Administrator (filed September 20, 2023), are incorporated herein by reference.

9. Following a properly noticed hearing at which all interested parties were present and/or represented by counsel, the Court, by Order entered September 27, 2023, granted the Petition and appointed C. Mac Gibson, Esquire, as Special Administrator with all the powers of a general personal representative. In the Order, the Court found that Mr. Gibson's appointment "is necessary to preserve the estate and to secure its proper administration." The Court further ordered that "all parties shall fully cooperate with Special Administrator".

10. At no point has Respondent been reappointed as Personal Representative.

11. On October 9, 2023, Respondent filed a Motion to Reconsider, asking the Court to reconsider the appointment of a special administrator. As set forth in Mrs. Jones' Memorandum in Opposition to Motions to Reconsider, filed October 23, 2023, and incorporated herein, this Motion was untimely as it was not served on all parties within 10 days as required by Rule 59(e), SCRCP. Mrs. Jones later, on January 16, 2024, filed a Supplemental Memorandum in Opposition to Motions to Reconsider, which is incorporated herein as well.

12. After being unable to obtain Respondent's cooperation in obtaining information about the Estate's assets or the location of those assets, Mr. Gibson filed a Motion to Compel on November 11, 2023, asking the Court to order Respondent to provide an accounting and other documentation concerning the amount and location of the Estate's assets.

13. By Orders entered January 24, 2024, the Court denied Respondent's Motion to Reconsider and granted Mr. Gibson's Motion to Compel, ordering Respondent to transfer all Estate funds, located in at least 4 different banks, 3 of which are believed to operate only in Virginia, to an Estate account to be opened by Mr. Gibson as Special Administrator.

14. By Notice of Intent served on February 2, 2024, Respondent appealed the Court's January 24, 2024, Orders as well as the September 27, 2023, Order for Appointment of Special Administrator.

15. As described in Mrs. Jones' previous filings and in Mr. Gibson's Motion to Compel, Respondent has systematically moved Estate funds into various individual – not estate/fiduciary – accounts and has persistently refused to account for these funds or other Estate assets. Respondent has demonstrated on numerous occasions that his intentions do not align with, and run afoul of, the best interests of the Estate and the timely and efficient administration of the Estate.

16. As a result of Respondent's appeals, it is unclear whether Mr. Gibson has the ability to take action on behalf of the Estate given the automatic stay provisions of Rule 241, SCACR.

17. Mrs. Jones is making this Application in order to protect the Estate and prevent waste, and to ensure that Mr. Gibson, who is already familiar with this Estate and the issues described herein, is able to take appropriate actions to protect Estate assets during the pendency of the afore-mentioned appeals.

18. That this temporary appointment is needed on an emergent basis is evidenced by Respondent's own counsel, who advised by email that the Estate may forfeit over \$350,000 if amended tax returns are not filed quickly. A copy of that email is attached as Exhibit 1.

19. The appointment and service of Mr. Gibson as the Temporary Special Administrator of this Estate until the conclusion of the appeals is necessary so that there will be a qualified and knowledgeable fiduciary representing the Estate with the power to take appropriate actions involving Estate assets.

20. Pursuant to S.C. Code Ann. § 62-3-614(1), Applicant requests that Mr. Gibson be appointed as the Temporary Special Administrator of the Estate and be ordered to take appropriate actions involving estate assets with all of the powers of a general personal representative.

WHEREFORE, Applicant Laura V. Jones moves the Court to dispense with any hearing and immediately appoint C. Mac Gibson, Esquire, as the Temporary Special Administrator of the Estate of Veronique H.W. Pickett on an emergency basis and for such other and further relief as this Court may deem just and proper. Should the Court require a hearing, Applicant Jones requests that said hearing be scheduled as soon as the Court has availability.

SAXTON & STUMP, LLC

/s/ Elizabeth J. Palmer
Elizabeth J. Palmer (SC Bar #73680)
151 Meeting St., Suite 400
Charleston, SC 29401
(843) 414-5080
ep@saxtonstump.com

Attorneys for Applicant Laura V. Jones

EXHIBIT 1

From: Paul Ferrara
To: Mac Gibson; Paralegal; Eric Laquiere; Elizabeth J. Palmer
Subject: Re: Pickett estate
Date: Thursday, February 1, 2024 11:42:01 AM
Attachments: Amended Estate Tax Returns.pdf

EZ FILING
PROBATE COURT
CHARLESTON COUNTY, SOUTH CAROLINA
2019ES1000394
2/5/2024 11:30AM

Mac,

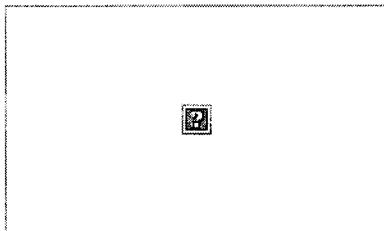
I will get with my client on the IRS letter for the estate as soon as possible. My client may have to request a new letter from the IRS via their helpline. I will follow up and get back to you quickly.

On a separate matter, the CPA, Mr. Chris Humphreys, has completed his amended return on behalf of the estate and Bayard Scott Pickett trust. Will you agree to execute the attached returns so the Estate can process the amended return? The CPA has advised that the amended return must be filed quickly; otherwise, the IRS may reject the amendments as untimely. The Estate will benefit \$357,514.00 from the federal and state amended returns. Additionally, the CPA has advised that all beneficiaries may receive an audit if the stepped-up basis amended return is not filed.

May I please hear from you today on whether you will file the return? Beth and Eric, please advise if you object to Mac signing the amended returns?

Beth and Eric, may I please hear from you both on the above?

Sincerely,
Paul B. Ferrara, III



8887 Old University Blvd., Ste. 201
N. Charleston, SC 29406
(843) 569-5511 (office)
(843) 569-5411 (fax)

This e-mail and the information transmitted is PRIVILEGED and CONFIDENTIAL information and is the property of the sender. If you are not the intended recipient, or the employee or agent responsible for delivering it to the intended recipient, you are hereby notified that any dissemination or copying of this information, or the taking of any action in reliance on the

content of this information is strictly prohibited. If you have received this email in error, please immediately contact Paul B. Ferrara III with Ferrara Law Firm, PLLC at (843) 569-5511 and please delete the original transmittal of this information.

From: Mac Gibson <MacGibson@cmacgibson.net>

Sent: Thursday, February 1, 2024 11:12 AM

To: Paul Ferrara <paul@ferraralawfirm.net>; Paralegal <paralegal@ferraralawfirm.net>

Subject: Pickett estate

Paul-

In order to open an estate account, I need a copy of the IRS letter with the EIN. I would appreciate it if you could provide such letter to me ASAP.

When can I expect to receive the funds from your client along with the accounting per the recent Order?

M

C. Mac Gibson, Jr.

Attorney at Law

21 Gamecock Ave., Ste. A

Charleston, SC 29407

(843) 852-4646

This message (and any associated files) is intended only for the use of the individual or entity to which it is addressed and may contain information that is confidential, attorney-client and work product. If you are not the intended recipient you are hereby notified that any dissemination, copying or distribution of this message, or files associated with this message, is strictly prohibited. If you have received this message in error, please notify me immediately by replying to the message at 843-852-4646, and deleting it from your computer.

STATE OF SOUTH CAROLINA	)	IN THE PROBATE COURT
	)	CASE NO: 2019-ES-10-00394
COUNTY OF CHARLESTON	)	
	)	
IN THE MATTER OF:	)	EZ FILING
VERONIQUE W. PICKETT	)	PROBATE COURT
	)	CHARLESTON COUNTY, SOUTH CAROLINA
LAURA V. JONES, AS TRUSTEE OF THE	)	2019ES1000394
LAURA V. JONES TRUST AS	)	2/5/2024 11:30AM
ESTABLISHED BY THE WILL OF	)	
VERONIQUE H.W. PICKETT DATED	)	
MARCH 31, 1999 AND AS TRUSTEE OF	)	
THE KATHLEEN B. ANDERSON TRUST	)	
AS ESTABLISHED UNDER THE WILL	)	
OF VERONIQUE H.W. PICKETT DATED	)	
MARCH 31, 1999,	)	
	)	
Petitioners,	)	
	)	
v.	)	
	)	
BAYARD SCOTT PICKETT, JR.,	)	
	)	
Respondent.	)	
	)	
v.	)	
	)	
KATHLEEN E. ANDERSON aka	)	
KATHLEEN ELIZABETH ANDERSON, in	)	
her individual capacity.	)	
	)	
Party in Interest/Counterclaimant.	)	
	)	

FILED**MAR 12 2024**JULIE J. ARMSTRONG
CLERK, C.P. & G.S.**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that she served the Emergency Application for Appointment of Temporary Special Administrator on the following via email on February 5, 2024:

Paul B. Ferrara, III, Esquire
8887 Old University Blvd., Suite 201
North Charleston, SC 29406
paul@ferraralawfirm.net

ATTORNEY FOR RESPONDENT

Eric B. Laquiere, Esquire
Laquiere Legal Services, LLC
3674 Old Charleston Hwy.
Johns Island, SC 29455
eric@laqlaw.com

ATTORNEY FOR KATHLEEN B. ANDERSON AKA KATHLEEN ELIZABETH
ANDERSON

By: /s/ Elizabeth J. Palmer
Saxton & Stump, LLC

STATE OF SOUTH CAROLINA	)	IN THE PROBATE COURT
COUNTY OF CHARLESTON	)	
	)	CASE NO.:2019-ES-10-0394
IN THE MATTER OF:	)	
	)	
VERONIQUE W. PICKETT,	)	
LAURA V. JONES, AS TRUSTEE OF	)	
THE LAURA V. JONES TRUST AS	)	
ESTABLISHED BY THE WILL OF	)	MOTION FOR REMOVAL
VERONIQUE H.W. PICKETT DATED	)	AND JURY TRIAL
MARCH 31, 1999 AND AS TRUSTEE	)	
OF THE KATHLEEN E. ANDERSON	)	
TRUST AS ESTABLISHED UNDER	)	
THE WILL OF VERONIQUE H.W.	)	
PICKETT DATED MARCH 31, 1999,	)	
	)	
Petitioner,	)	
	)	
V.	)	
	)	
BAYARD SCOTT PICKETT, JR.	)	
	)	
Respondent.	)	

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 PROBATE COURT
 CHARLESTON COUNTY, SOUTH CAROLINA
2019ES1000394
 2/6/2024 3:13PM

FILED

MAR 12 2024

JULIE J. ARMSTRONG
 CLERK, C.P. & G.S.

Please take notice that the Respondent, by and through his undersigned attorney, will move before the Presiding Judge of the Charleston County Probate Court, ten (10) days after service of this notice, or at such time as is scheduled to be heard, for an order of removal to circuit court and trial by jury.

Petitioners filed a formal proceeding for an application/petition for appointment of special administrator with this Court on June 26, 2023. Pursuant to SCPC 62-1-302 and 62-1-306, Respondent, Bayard Scott Pickett, answered and requested removal to the circuit court and a trial by jury. Respondent respectfully requests the above-referenced matters be transferred to the circuit court for a trial by jury.

FERRARA LAW FIRM, PLLC

s/ Paul B. Ferrara, III

Paul B. Ferrara, III (S.C. Bar No. 70511)
 8887 Old University Boulevard
 North Charleston, SC 29406
 T: (843) 569-5511 | F: (843) 569-5411
paul@ferraralawfirm.net

February 6, 2024

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)
IN THE MATTER OF:)
VERONIQUE W. PICKETT)
LAURA V. JONES, AS TRUSTEE OF THE)
LAURA V. JONES TRUST AS)
ESTABLISHED BY THE WILL OF)
VERONIQUE H.W. PICKETT DATED)
MARCH 31, 1999 AND AS TRUSTEE OF)
THE KATHLEEN E. ANDERSON TRUST)
AS ESTABLISHED UNDER THE WILL)
OF VERONIQUE H.W. PICKETT DATED)
MARCH 31, 1999,)
Petitioners,)
v.)
BAYARD SCOTT PICKETT, JR.,)
Respondent.)
v.)
KATHLEEN E. ANDERSON aka)
KATHLEEN ELIZABETH ANDERSON, in)
her individual capacity.)
Party in Interest/Counterclaimant.)

IN THE PROBATE COURT
CASE NO: 2019-ES-10-00394

EZ FILING
PROBATE COURT
CHARLESTON COUNTY, SOUTH CAROLINA
2019ES1000394
2/7/2024 9:23AM

**PETITIONER'S OPPOSITION TO
RESPONDENT'S MOTION FOR REMOVAL
AND JURY TRIAL**

AND

**PETITIONER'S REQUEST FOR COSTS AND
FEES PURSUANT TO
S.C. CODE ANN. § 62-1-111**

FILED

MAR 12 2024

**JULIE J. ARMSTRONG
CLERK, C.P. & G.S.**

This matter is before the Court on Respondent Bayard Scott Pickett, Jr.'s Motion for Removal and Jury Trial, in which he seeks the removal of Petitioner's Petition for Appointment of Special Administrator and, apparently, a jury trial on that Petition. The Motion must be denied because the Petition is not a matter that is subject to removal and, even if it was, Respondent's Motion, filed on February 6, 2024, is untimely.

1) There is no basis for removal.

The grounds on which a party may remove a proceeding from probate court to the circuit court are limited to the following:

- (1) formal proceedings for the probate of wills and for the appointment of general personal representatives;
- (2) construction of wills;
- (3) actions to try title concerning property in which the estate of a decedent or protected person asserts an interest;
- (4) matters involving the internal or external affairs of trusts as provided in Section 62-7-201, excluding matters involving the establishment of a “special needs trust” as described in Article 7;
- (5) actions in which a party has a right to trial by jury and which involve an amount in controversy of at least five thousand dollars in value; and
- (6) actions concerning gifts made pursuant to the South Carolina Uniform Transfers to Minors Act, Article 6, Chapter 5, Title 63.

See S.C. Code Ann. § 62-1-302(d).

A Petition for Appointment of Special Administrator does not fall within any of these categories. Subsections (2), (3), (4), and (6) clearly do not apply. Subsection (1) is not applicable because even though this is a formal proceeding, it is not for the probate of a will or for the appointment of a “general personal representative”. See S.C. Code Ann. § 62-1-201(33) (defining “general personal representative” to exclude a special administrator).

Finally, Respondent’s request for a jury trial indicates that he believes subsection (5) applies. He is incorrect. S.C. Code Ann. § 62-1-306 provides:

If duly demanded, a party is entitled to trial by jury in any proceeding involving an issue of fact in an action for the recovery of money only or of specific real or personal property, unless waived as provided in the rules of civil procedure for the courts of this State. The right to trial by jury exists in, but is not limited to, formal proceedings in favor of the probate of a will or contesting the probate of a will.

S.C. Code Ann. § 62-1-306(a). The Petition does not seek the recovery of money or of specific real or personal property. It does not concern the probate of a will. Moreover, there is no “issue of fact” – the appointment of a special administrator is, as a matter of law, left to the discretion of the Court pursuant to S.C. Code Ann. § 62-3-614. There is no basis to remove the Petition nor for Respondent to be granted a jury trial on the same.

2) Even if there was a basis for removal, the Motion is untimely.

Even if a basis for removal did exist (it does not), the Motion for Removal was required to be filed “not later than ten days following the date on which all responsive pleadings must be filed.” S.C. Code Ann. § 62-1-302(d). Taking aside the fact that Respondent’s Answer and Counterclaims to the Petition was filed on August 4, 2023, a hearing on the Petition was held on September 22, 2023, and an Order granting the Petition entered on September 27, 2023. There can be no good faith argument that the deadline to file responsive pleadings, and thus the deadline to seek removal, extended beyond the date of the hearing on the Petition or the date the Order was issued.

CONCLUSION

This is the latest in a series of frivolous filings and arguments made in a desperate attempt to prevent scrutiny into Respondent’s management of the Estate’s assets and to resist relinquishing control of those assets, despite being fully aware that he is not the personal representative. Respondent’s Motion for Removal and Jury Trial must be denied. Additionally, Petitioner respectfully submits that justice and equity require that her costs and expenses, including attorney’s fees, in responding to the Motion (and for any further costs and fees incurred should a hearing be required on the Motion) be paid by Respondent pursuant to S.C. Code Ann. § 62-1-111, and requests that the Court enter an Order to that effect.

By: /s/ Elizabeth J. Palmer
Elizabeth J. Palmer
Saxton & Stump, LLC
151 Meeting Street, Suite 400
Charleston, SC 29401
(843) 414-5080
ep@saxtonstump.com

ATTORNEY FOR PETITIONER LAURA V. JONES AS
TRUSTEE OF THE LAURA V. JONES TRUST AS
ESTABLISHED BY THE WILL OF VERONIQUE H.W.
PICKETT DATED MARCH 31, 1999

Charleston, SC
February 7, 2024

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)
IN THE MATTER OF:)
VERONIQUE W. PICKETT)
LAURA V. JONES, AS TRUSTEE OF THE)
LAURA V. JONES TRUST AS)
ESTABLISHED BY THE WILL OF)
VERONIQUE H.W. PICKETT DATED)
MARCH 31, 1999 AND AS TRUSTEE OF)
THE KATHLEEN B. ANDERSON TRUST)
AS ESTABLISHED UNDER THE WILL)
OF VERONIQUE H.W. PICKETT DATED)
MARCH 31, 1999,)
Petitioners,)
v.)
BAYARD SCOTT PICKETT, JR.,)
Respondent.)
v.)
KATHLEEN E. ANDERSON aka)
KATHLEEN ELIZABETH ANDERSON, in)
her individual capacity.)
Party in Interest/Counterclaimant.)

IN THE PROBATE COURT
CASE NO: 2019-ES-10-00394

EZ FILING
PROBATE COURT
CHARLESTON COUNTY, SOUTH CAROLINA
2019ES1000394
2/7/2024 9:23AM

FILED

MAR 12 2024

JULIE J. ARMSTRONG
CLERK, C.P. & G.S.

CERTIFICATE OF SERVICE

The undersigned hereby certifies that she served Petitioner's Opposition to Respondent's Motion for Removal and Jury Trial and Petitioner's Request for Costs and Fees Pursuant to S.C. Code Ann. § 62-1-111 on the following via email on February 7, 2024:

Paul B. Ferrara, III, Esquire
8887 Old University Blvd., Suite 201
North Charleston, SC 29406
paul@ferraralawfirm.net

ATTORNEY FOR RESPONDENT

Eric B. Laquiere, Esquire
Laquiere Legal Services, LLC
3674 Old Charleston Hwy.
Johns Island, SC 29455
eric@laqlaw.com

ATTORNEY FOR KATHLEEN B. ANDERSON AKA KATHLEEN ELIZABETH
ANDERSON

By: /s/ Taylor Davis
Paralegal
Saxton & Stump, LLC

STATE OF SOUTH CAROLINA	)	IN THE PROBATE COURT
	)	CASE NO: 2019-ES-10-0394
COUNTY OF CHARLESTON	)	
	)	
IN THE MATTER OF:	)	
VERONIQUE W. PICKETT	)	
	)	
LAURA V. JONES, AS TRUSTEE OF THE	)	ORDER FOR APPOINTMENT OF
LAURA V. JONES TRUST AS	)	TEMPORARY SPECIAL ADMINISTRATOR
ESTABLISHED BY THE WILL OF	)	
VERONIQUE H.W. PICKETT DATED	)	
MARCH 31, 1999,	)	
Applicant,	)	
	)	
v.	)	
	)	
BAYARD SCOTT PICKETT, JR.,	)	
INDIVIDUALLY AND AS TRUSTEE OF	)	
THE BAYARD SCOTT PICKETT, JR.,	)	
TRUST AS ESTABLISHED BY THE WILL	)	
OF VERONIQUE H.W. PICKETT DATED	)	
MARCH 31, 1999, LAURA V. JONES, AS	)	
TRUSTEE OF THE KATHLEEN E.	)	
ANDERSON TRUST AS ESTABLISHED	)	
UNDER THE WILL OF VERONIQUE	)	
H.W. PICKETT DATED MARCH 31, 1999,	)	
AND KATHLEEN E. ANDERSON,	)	
	)	
Respondents.	)	
	)	

This matter came before the Court on the Emergency Application to Appoint Temporary Special Administrator filed on February 5, 2024, by Laura V. Jones, as Trustee of the Laura V. Jones Trust as Established by the Will of Veronique H.W. Pickett, dated March 31, 1999 (hereinafter, “Applicant” or “Petitioner” or “Mrs. Jones”). For the reasons set forth herein, and after considering the emergency nature of this matter and the complexity of this Estate, this Court finds that the Emergency Application to Appoint a Temporary Special Administrator shall be granted.

DLM

PROCEDURAL HISTORY

1. The Decedent, Veronique W. Pickett, died on December 18, 2018. At the time of her death, she was a resident of Virginia Beach, Virginia, but owned real property in Charleston County, South Carolina.

2. At the time of her death, the Decedent was survived by her son, Respondent Bayard Scott Pickett, Jr., and her two granddaughters, Applicant Laura V. Jones and Kathleen E. Anderson.

3. On March 1, 2019, Respondent Bayard Scott Pickett, Jr. (hereinafter, "Respondent Pickett"), son of the Decedent, filed an Application for Informal Appointment of Personal Representative.

4. On March 11, 2019, Respondent Pickett was appointed as Personal Representative of the Estate and the Decedent's Will, dated March 31, 1999, was admitted to probate.

5. Pursuant to the Will, the devisees of the Estate are as follows with their respected shares as indicated:

- 50%: Bayard Scott Pickett, Jr., Trust as established under the Will of Veronique H.W. Pickett dated March 31, 1999
- 25%: Laura V. Jones Trust as established under the Will of Veronique H.W. Pickett dated March 31, 1999
- 25%: Kathleen E. Anderson Trust as established under the Will of Veronique H.W. Pickett dated March 31, 1999

6. Due to Respondent Pickett's failure to file required documents after multiple demands by the Court dating back to June 21, 2019, the Court ultimately closed the Estate by Order dated January 19, 2022, pursuant to Rule 4, which Order terminated Respondent Pickett as Personal Representative.

DLM

7. On May 19, 2023, Respondent Pickett filed an Application for Subsequent Administration, seeking to reopen the Estate and to be reappointed as Personal Representative.

8. On June 27, 2023, Mrs. Jones filed a Verified Petition for Appointment of Special Administrator and on September 20, 2023, she filed a Memorandum in Support of Petition for Appointment of Special Administrator.

9. Following a properly noticed hearing at which all interested parties were present and/or represented by counsel, the Court, by Order executed September 27, 2023, granted the Petition and appointed C. Mac Gibson, Jr., Esquire, as Special Administrator with all the powers of a general personal representative. In the Order, the Court found that Mr. Gibson's appointment "is necessary to preserve the estate and to secure its proper administration." The Court further ordered that "all parties shall fully cooperate with Special Administrator".

10. At no point has Respondent Pickett been reappointed as Personal Representative.

11. On October 9, 2023, Respondent Pickett filed a Motion to Reconsider, asking the Court to reconsider the appointment of a special administrator. Mrs. Jones filed a Memorandum in Opposition to Motions to Reconsider on October 23, 2023, arguing, in part, that the Motion to Reconsider was untimely as it was not served on all parties within 10 days as required by Rule 59(e), SCRCP. On January 16, 2024, Mrs. Jones filed a Supplemental Memorandum in Opposition to Motions to Reconsider.

12. After being unable to obtain Respondent Pickett's cooperation in obtaining information about the Estate's assets or the location of those assets, Mr. Gibson filed a Motion to Compel on November 11, 2023, asking the Court to order Respondent Pickett to provide an accounting and other documentation concerning the amount and location of the Estate's assets.

DLM
3 of 8

13. By Orders entered January 24, 2024, the Court denied Respondent Pickett's Motion to Reconsider and granted Mr. Gibson's Motion to Compel, ordering Respondent Pickett to transfer all Estate funds, located in at least 4 different banks, 3 of which are believed to operate only in Virginia, to an Estate account to be opened by Mr. Gibson as Special Administrator.

14. By Notice of Intent served on February 2, 2024, Respondent Pickett appealed the Court's January 24, 2024 Orders as well as the September 27, 2023 Order for Appointment of Special Administrator.

15. On February 5, 2024, Mrs. Jones filed the Emergency Application for Appointment of Temporary Special Administrator that is presently before the Court.

APPLICABLE LAW

An interested person is defined to include "heirs, devisees, children, spouses, creditors, beneficiaries, and any others having a property right in or claim against a trust estate or the estate of a decedent, ward, or protected person which may be affected by the proceeding. It also includes persons having priority for appointment as personal representative and other fiduciaries representing interested persons. The meaning as it relates to particular persons may vary from time to time and must be determined according to the particular purposes of, and matter involved in, any proceeding." S.C. Code Ann. § 62-1-201(23).

A special administrator may be appointed:

(1) informally by the court on the application of an interested person when necessary:

(a) to protect the estate of a decedent prior to the appointment of a general personal representative or if a prior appointment has been terminated as provided in Section 62-3-609;

DLM
4 of 8

(b) for a creditor of the decedent's estate to institute any proceeding under Section

62-3-803; or

(c) to take appropriate actions involving estate assets;

S.C. Code Ann. § 62-3-614.

The appointment of a special administrator may be temporary. Estate of Boyce v. Work, 305 S.C. 43, 406 S.E.2d 184 (Ct. App. 1991) (the appointment of a Special Administrator is temporary and therefore not immediately appealable).

FINDINGS OF FACT & CONCLUSIONS OF LAW

I. Petitioner Jones is an Interested Person within the meaning of S.C. Code Ann. § 62-1-201.

On June 26, 2023, Mrs. Jones filed a Summons and Petition for the Appointment of a Special Administrator in her capacity as Trustee of the Laura V. Jones Trust which was established by Decedent's Will and is designated therein as a devisee of the Estate. On February 5, 2024, Mrs. Jones, again in her capacity as Trustee of the Laura V. Jones Trust, filed an Emergency Application to Appoint Temporary Special Administrator. Applicant Jones is clearly delineated as an Interested Person within the meaning of S.C. Code Ann. § 62-1-201(23) and may bring an emergency application for purposes of S.C. Code Ann. § 62-3-614.

II. The best interests of this Estate are protected by the appointment of a Temporary Special Administrator.

The ongoing litigation matters, tax matters, and the immediate need to collect and preserve the assets of this Estate require a fiduciary familiar with the issues and who lacks any actual or potential conflicts of interest. C. Mac Gibson, Jr., Esquire, has extensive experience in probate matters, is recognized for his knowledge in this area, and has ably served as a fiduciary to this Court. The appointment and service of Attorney Gibson as the Temporary Special Administrator

for the Decedent's Estate is necessary to protect the Estate, to secure its proper administration, and to take appropriate actions involving Estate assets. The best interests of this Estate are protected by the appointment of Attorney Gibson as Temporary Special Administrator.

IT IS HEREBY ORDERED that the Emergency Application to Appoint Temporary Special Administrator is **GRANTED**; and

IT IS FURTHER ORDERED that:

1. C. Mac Gibson, Jr., Esquire, is appointed as the Temporary Special Administrator for the Decedent's Estate and shall proceed with the administration of the Estate pursuant to the terms of the Last Will of Veronique W. Pickett and the South Carolina Probate Code;
2. C. Mac Gibson, Jr., Esquire, shall serve as the Temporary Special Administrator of the Estate of Veronique W. Pickett pending the resolution of afore-mentioned appeals filed by Respondent and any further orders by this Court;
3. Until such time that a determination is made regarding Respondent Bayard Scott Pickett, Jr.'s appeal, C. Mac Gibson, Jr., Esquire, as Temporary Special Administrator, shall collect and hold any and all Estate funds or property to which this Estate may otherwise be entitled in a separate Estate account to be opened by Attorney Gibson, unless otherwise ordered by this Court;
4. That within thirty (30) days from the date of this Order the Respondent Pickett shall transfer, via wire or certified checks, all funds belonging to the Estate, whether located in accounts in the name of the Estate or in Respondent's individual name to the estate account that the Special Administrator has established;

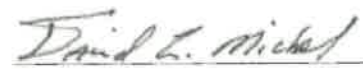
DLM

5. That within thirty (30) days from the date of this Order the Respondent Pickett shall provide all documentation to the Special Administrator regarding the sale of 213 and 215 King Street, Mount Pleasant including the closing statement and deed;
6. That within sixty (60) days from the date of this Order the Respondent Pickett shall provide the most recent bank statement for each account, including the original estate account, in which estate funds were being held along with a detailed accounting of each account from beginning balance to ending balance so the Special Administrator can verify the amount of the check/wire funds from each account to the new estate checking account controlled by the Special Administrator. (For example, if there are six accounts, there should be six detailed accountings provided with a closing statement for each);
7. That the Respondent's attorney shall resend within sixty (60) days all past and current statements for each bank account that held or holds any funds belonging to the Estate, whether the Respondent opened the account as then Personal Representative for the Estate of Veronique W. Pickett, or in his individual capacity, to the Special Administrator and such bank statements shall be in chronological order;
8. That the Special Administrator shall open an estate account in the name of the Special Administrator and the Estate of Veronique W. Pickett. At the time the Special Administrator opens such estate account, the Special Administrator shall notify such financial institution that no funds in the amount of Five Thousand (\$5,000) or more shall be withdrawn from the estate account without the written authorization of the Special Administrator;

DLM

9. That the Special Administrator shall be permitted to speak, via Zoom, in person, or telephone, to the Respondent Pickett with his attorney present, concerning the assets of the Estate of Veronique W. Pickett; and
10. Pursuant to S.C. Code Ann. § 62-3-616, and other relevant statutory provisions of the South Carolina Probate Code, C. Mac Gibson, Jr., Esquire, as Temporary Special Administrator, shall have all the powers of a Personal Representative as applied under Article III, Part 7 (S.C. Code Ann. §§ 62-3-701 through 62-3-721) of the South Carolina Probate Code necessary to perform his duties, and such powers are incorporated herein by specific reference thereto.

AND IT IS SO ORDERED.



David L. Michel
Associate Judge of Probate
Charleston County Probate Court

This 8 day of February, 2024
Charleston, South Carolina

STATE OF SOUTH CAROLINA) IN THE PROBATE COURT
COUNTY OF CHARLESTON) CASE NO: 2019-ES-10-0394

IN THE MATTER OF:
VERONIQUE W. PICKETT

LAURA V. JONES, AS TRUSTEE OF THE
LAURA V. JONES TRUST AS
ESTABLISHED BY THE WILL OF
VERONIQUE H.W. PICKETT DATED
MARCH 31, 1999 AND AS TRUSTEE OF
THE KATHLEEN E. ANDERSON TRUST
AS ESTABLISHED UNDER THE WILL
OF VERONIQUE H.W. PICKETT DATED
MARCH 31, 1999,

Petitioners,

v.

BAYARD SCOTT PICKETT, JR.,

Respondent.

v.

KATHLEEN E. ANDERSON aka
KATHLEEN ELIZABETH ANDERSON, in
her individual capacity.

Party in Interest/Counterclaimant.

EZ FILING

PROBATE COURT

CHARLESTON COUNTY, SOUTH CAROLINA

2019ES1000394

2/27/2024 4:01PM

FILED

MAR 12 2024

JULIE J. ARMSTRONG
CLERK, C.P. & G.S.

MOTION TO LIFT ANY APPLICABLE STAY

TO: ALL COUNSEL OF RECORD

PLEASE TAKE NOTICE THAT Petitioner Laura V. Jones, as Trustee of the Laura V. Jones Trust as Established by the Will Of Veronique H.W. Pickett dated March 31, 1999, pursuant to Rule 241(c) of the South Carolina Appellate Court Rules, hereby moves for an order lifting any automatic stay that may have resulted from Respondent Bayard Scott Pickett, Jr.'s Notice of Intent

to Appeal, filed on February 20, 2024, purporting to appeal this Court's February 8, 2024, Order for Appointment of Temporary Special Administrator. A copy of the Notice of Appeal, as well as the Order for Appointment of Temporary Special Administrator, are attached hereto collectively as **Exhibit 1**. Petitioner Jones has filed a Motion to Dismiss Respondent Pickett's appeal on the basis that the Order for Appointment of Temporary Special Administrator is not a final order and therefore not appealable. A copy of the Motion to Dismiss the appeal is attached as **Exhibit 2**.

To the extent Respondent Pickett's Notice of Intent to Appeal has resulted in an automatic stay of the matters decided in the Order for Appointment of Temporary Special Administrator, Petitioner Jones respectfully requests that the stay be lifted so that continued administration of the Estate may proceed without interruption which, at this juncture, will cause hardship on the Estate and those interested in it and jeopardize the security of the Estate's assets.

This Court has the power to lift any automatic stay. Rule 241(a), SCACR. As a procedural matter, the motion for an order to lift an automatic stay must be made to the lower court which entered the order. Rule 241(d)(1), SCACR.

ARGUMENT

Respondent Pickett has demonstrated time and again that his primary intent is to disrupt the administration of this Estate and prevent scrutiny into his use of Estate assets and his continued possession of those assets. An inordinate amount of time has been spent by Petitioner Jones and her counsel in responding to the factually and legally unfounded pleadings filed by Respondent Pickett, time which could have been spent bringing this Estate to closure and, in turn, providing closure to those that are interested in it. His Notice of Appeal is *prima facie* evidence of his bad faith as the order which he purports to appeal is not capable of being appealed for the reasons set forth in the Motion to Dismiss filed in Charleston County Circuit Court on February 27, 2024, and

outlined in the undersigned's email to counsel for Respondent Pickett on February 22, 2024 (attached as **Exhibit 3**).

Until a hearing can be held by the Circuit Court on Petitioner Jones' Motion to Dismiss, absent an order from this Court lifting any stay that may be in place as a result of the filing of the Notice of Appeal, Temporary Special Administrator Mac Gibson, Esquire, and those with whom he is dealing, will be uncertain as to the extent of Mr. Gibson's authority, responsibilities, and duties. For example, Respondent Pickett has admitted that he currently has a significant amount of Estate funds in numerous bank accounts, most of which are in his individual name. The majority of these accounts are in regional banks in Virginia. Any stay effectuated by Respondent Pickett's frivolous appeal puts these funds in jeopardy and will likely result in causing the Estate to incur increased costs. Moreover, the parties have agreed to a Consent Order allowing certain distributions to be made from Estate funds. However, unless any stay is lifted, Mr. Gibson will be powerless to make the distributions once Respondent Pickett complies with the provision of the appealed order requiring him to transfer all such funds to Mr. Gibson.

Also jeopardized is the determination of the Estate's amended tax returns and the signing of those returns. If there is a stay preventing Mr. Gibson from acting on behalf of the Estate in executing those returns, the filing deadline may be missed.

Given the potential harm that will be caused to the Estate should it not have a fiduciary empowered to act on its behalf, and further considering the frivolous nature of the appeal, Respondent Jones respectfully requests that this Court enter an Order lifting any automatic stay that may have resulted from Respondent Pickett's filing and service of the Notice of Appeal.

WHEREFORE, Petitioner Jones moves the Court to dispense with any hearing and enter an Order lifting any applicable stay resulting from Respondent Pickett's February 20, 2024, Notice

of Intent to Appeal and for such other and further relief as this Court may deem just and proper, including Petitioner Jones' attorneys' fees and costs incurred in bringing this Motion pursuant to S.C. Code Ann. § 62-1-111. Should the Court require a hearing, Petitioner Jones requests that said hearing be scheduled as soon as the Court has availability.

SAXTON & STUMP, LLC

/s/ Elizabeth J. Palmer
Elizabeth J. Palmer (SC Bar #73680)
151 Meeting St., Suite 400
Charleston, SC 29401
(843) 414-5080
ep@saxtonstump.com

Attorneys for Petitioner Laura V. Jones

February 27, 2024
Charleston, SC

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

IN THE MATTER OF:
VERONIQUE W. PICKETT

BAYARD SCOTT PICKETT, JR.

APPELLANT,

vs.

LAURA V. JONES, AS TRUSTEE OF
THE LAURA V. JONES TRUST AS
ESTABLISHED BY THE WILL OF
VERONIQUE H.W. PICKETT DATED
MARCH 31, 1999 AND AS TRUSTEE
OF THE KATHLEEN E. ANDERSON
TRUST AS ESTABLISHED UNDER
THE WILL OF VERONIQUE H.W.
PICKETT DATED MARCH 31, 1999,

RESPONDENTS.

IN THE CIRCUIT COURT

Appeal from Probate Court for Charleston County

CASE NO.:2019-ES-10-00394

**NOTICE OF INTENT TO APPEAL
TO CIRCUIT COURT**

EZ FILING

PROBATE COURT

CHARLESTON COUNTY, SOUTH CAROLINA

2019ES1000394

2/21/2024 8:34AM

Pursuant to SCPC 62-1-308, Appellant hereby submits his Notice of Intent to Appeal the Probate Court Order for Appointment of Special Administrator dated February 8, 2023. The Order was received by the Appellant's Counsel on February 8, 2024. A copy of the Order is attached.

FERRARA LAW FIRM, PLLC

s/ Paul B. Ferrara, III

Paul B. Ferrara, III (S.C. Bar No. 70511)

Attorney for Petitioner

8887 Old University Boulevard

North Charleston, SC 29406

T: (843) 569-5511 | F: (843) 569-5411

paul@ferraralawfirm.net

SWORN to before me this 19th
day of February, 2024

Tina M. Markferding
Notary Public for South Carolina

My Commission Expires: 12-30-29

Tina M. Markferding
Notary Public, State of South Carolina
My Commission Expires December 30, 2029

STATE OF SOUTH CAROLINA	)	IN THE PROBATE COURT
	)	CASE NO: 2019-ES-10-0394
COUNTY OF CHARLESTON	)	
	)	
IN THE MATTER OF:	)	
VERONIQUE W. PICKETT	)	
	)	
LAURA V. JONES, AS TRUSTEE OF THE	)	ORDER FOR APPOINTMENT OF
LAURA V. JONES TRUST AS	)	TEMPORARY SPECIAL ADMINISTRATOR
ESTABLISHED BY THE WILL OF	)	
VERONIQUE H.W. PICKETT DATED	)	
MARCH 31, 1999,	)	
	)	EZ FILING
Applicant,	)	PROBATE COURT
	)	CHARLESTON COUNTY, SOUTH CAROLINA
	)	2019ES1000394
v.	)	2/27/2024 4:01PM
	)	
BAYARD SCOTT PICKETT, JR.,	)	
INDIVIDUALLY AND AS TRUSTEE OF	)	
THE BAYARD SCOTT PICKETT, JR.,	)	
TRUST AS ESTABLISHED BY THE WILL	)	
OF VERONIQUE H.W. PICKETT DATED	)	
MARCH 31, 1999, LAURA V. JONES, AS	)	
TRUSTEE OF THE KATHLEEN E.	)	
ANDERSON TRUST AS ESTABLISHED	)	
UNDER THE WILL OF VERONIQUE	)	
H.W. PICKETT DATED MARCH 31, 1999,	)	
AND KATHLEEN E. ANDERSON,	)	
	)	
Respondents.	)	
	)	

This matter came before the Court on the Emergency Application to Appoint Temporary Special Administrator filed on February 5, 2024, by Laura V. Jones, as Trustee of the Laura V. Jones Trust as Established by the Will of Veronique H.W. Pickett, dated March 31, 1999 (hereinafter, "Applicant" or "Petitioner" or "Mrs. Jones"). For the reasons set forth herein, and after considering the emergency nature of this matter and the complexity of this Estate, this Court finds that the Emergency Application to Appoint a Temporary Special Administrator shall be granted.

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PROCEDURAL HISTORY

1. The Decedent, Veronique W. Pickett, died on December 18, 2018. At the time of her death, she was a resident of Virginia Beach, Virginia, but owned real property in Charleston County, South Carolina.

2. At the time of her death, the Decedent was survived by her son, Respondent Bayard Scott Pickett, Jr., and her two granddaughters, Applicant Laura V. Jones and Kathleen E. Anderson.

3. On March 1, 2019, Respondent Bayard Scott Pickett, Jr. (hereinafter, "Respondent Pickett"), son of the Decedent, filed an Application for Informal Appointment of Personal Representative.

4. On March 11, 2019, Respondent Pickett was appointed as Personal Representative of the Estate and the Decedent's Will, dated March 31, 1999, was admitted to probate.

5. Pursuant to the Will, the devisees of the Estate are as follows with their respected shares as indicated:

50%: Bayard Scott Pickett, Jr., Trust as established under the Will of Veronique H.W. Pickett dated March 31, 1999

25%: Laura V. Jones Trust as established under the Will of Veronique H.W. Pickett dated March 31, 1999

25%: Kathleen E. Anderson Trust as established under the Will of Veronique H.W. Pickett dated March 31, 1999

6. Due to Respondent Pickett's failure to file required documents after multiple demands by the Court dating back to June 21, 2019, the Court ultimately closed the Estate by Order dated January 19, 2022, pursuant to Rule 4, which Order terminated Respondent Pickett as Personal Representative.

DLM

7. On May 19, 2023, Respondent Pickett filed an Application for Subsequent Administration, seeking to reopen the Estate and to be reappointed as Personal Representative.

8. On June 27, 2023, Mrs. Jones filed a Verified Petition for Appointment of Special Administrator and on September 20, 2023, she filed a Memorandum in Support of Petition for Appointment of Special Administrator.

9. Following a properly noticed hearing at which all interested parties were present and/or represented by counsel, the Court, by Order executed September 27, 2023, granted the Petition and appointed C. Mac Gibson, Jr., Esquire, as Special Administrator with all the powers of a general personal representative. In the Order, the Court found that Mr. Gibson's appointment "is necessary to preserve the estate and to secure its proper administration." The Court further ordered that "all parties shall fully cooperate with Special Administrator".

10. At no point has Respondent Pickett been reappointed as Personal Representative.

11. On October 9, 2023, Respondent Pickett filed a Motion to Reconsider, asking the Court to reconsider the appointment of a special administrator. Mrs. Jones filed a Memorandum in Opposition to Motions to Reconsider on October 23, 2023, arguing, in part, that the Motion to Reconsider was untimely as it was not served on all parties within 10 days as required by Rule 59(e), SCRCPP. On January 16, 2024, Mrs. Jones filed a Supplemental Memorandum in Opposition to Motions to Reconsider.

12. After being unable to obtain Respondent Pickett's cooperation in obtaining information about the Estate's assets or the location of those assets, Mr. Gibson filed a Motion to Compel on November 11, 2023, asking the Court to order Respondent Pickett to provide an accounting and other documentation concerning the amount and location of the Estate's assets.

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13. By Orders entered January 24, 2024, the Court denied Respondent Pickett's Motion to Reconsider and granted Mr. Gibson's Motion to Compel, ordering Respondent Pickett to transfer all Estate funds, located in at least 4 different banks, 3 of which are believed to operate only in Virginia, to an Estate account to be opened by Mr. Gibson as Special Administrator.

14. By Notice of Intent served on February 2, 2024, Respondent Pickett appealed the Court's January 24, 2024 Orders as well as the September 27, 2023 Order for Appointment of Special Administrator.

15. On February 5, 2024, Mrs. Jones filed the Emergency Application for Appointment of Temporary Special Administrator that is presently before the Court.

APPLICABLE LAW

An interested person is defined to include "heirs, devisees, children, spouses, creditors, beneficiaries, and any others having a property right in or claim against a trust estate or the estate of a decedent, ward, or protected person which may be affected by the proceeding. It also includes persons having priority for appointment as personal representative and other fiduciaries representing interested persons. The meaning as it relates to particular persons may vary from time to time and must be determined according to the particular purposes of, and matter involved in, any proceeding." S.C. Code Ann. § 62-1-201(23).

A special administrator may be appointed:

(1) informally by the court on the application of an interested person when necessary:

(a) to protect the estate of a decedent prior to the appointment of a general personal representative or if a prior appointment has been terminated as provided in Section 62-3-609;

DLM

4 of 8

(b) for a creditor of the decedent's estate to institute any proceeding under Section 62-3-803; or

(c) to take appropriate actions involving estate assets;

S.C. Code Ann. § 62-3-614.

The appointment of a special administrator may be temporary. Estate of Boyce v. Work, 305 S.C. 43, 406 S.E.2d 184 (Ct. App. 1991) (the appointment of a Special Administrator is temporary and therefore not immediately appealable).

FINDINGS OF FACT & CONCLUSIONS OF LAW

I. Petitioner Jones is an Interested Person within the meaning of S.C. Code Ann. § 62-1-201.

On June 26, 2023, Mrs. Jones filed a Summons and Petition for the Appointment of a Special Administrator in her capacity as Trustee of the Laura V. Jones Trust which was established by Decedent's Will and is designated therein as a devisee of the Estate. On February 5, 2024, Mrs. Jones, again in her capacity as Trustee of the Laura V. Jones Trust, filed an Emergency Application to Appoint Temporary Special Administrator. Applicant Jones is clearly delineated as an Interested Person within the meaning of S.C. Code Ann. § 62-1-201(23) and may bring an emergency application for purposes of S.C. Code Ann. § 62-3-614.

II. The best interests of this Estate are protected by the appointment of a Temporary Special Administrator.

The ongoing litigation matters, tax matters, and the immediate need to collect and preserve the assets of this Estate require a fiduciary familiar with the issues and who lacks any actual or potential conflicts of interest. C. Mac Gibson, Jr., Esquire, has extensive experience in probate matters, is recognized for his knowledge in this area, and has ably served as a fiduciary to this Court. The appointment and service of Attorney Gibson as the Temporary Special Administrator

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5 of 8

for the Decedent's Estate is necessary to protect the Estate, to secure its proper administration, and to take appropriate actions involving Estate assets. The best interests of this Estate are protected by the appointment of Attorney Gibson as Temporary Special Administrator.

IT IS HEREBY ORDERED that the Emergency Application to Appoint Temporary Special Administrator is **GRANTED**; and

IT IS FURTHER ORDERED that:

1. C. Mac Gibson, Jr., Esquire; is appointed as the Temporary Special Administrator for the Decedent's Estate and shall proceed with the administration of the Estate pursuant to the terms of the Last Will of Veronique W. Pickett and the South Carolina Probate Code;
2. C. Mac Gibson, Jr., Esquire, shall serve as the Temporary Special Administrator of the Estate of Veronique W. Pickett pending the resolution of afore-mentioned appeals filed by Respondent and any further orders by this Court;
3. Until such time that a determination is made regarding Respondent Bayard Scott Pickett, Jr.'s appeal, C. Mac Gibson, Jr., Esquire, as Temporary Special Administrator, shall collect and hold any and all Estate funds or property to which this Estate may otherwise be entitled in a separate Estate account to be opened by Attorney Gibson, unless otherwise ordered by this Court;
4. That within thirty (30) days from the date of this Order the Respondent Pickett shall transfer, via wire or certified checks, all funds belonging to the Estate, whether located in accounts in the name of the Estate or in Respondent's individual name to the estate account that the Special Administrator has established;

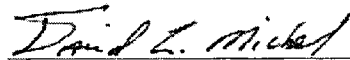
DLM

5. That within thirty (30) days from the date of this Order the Respondent Pickett shall provide all documentation to the Special Administrator regarding the sale of 213 and 215 King Street, Mount Pleasant including the closing statement and deed;
6. That within sixty (60) days from the date of this Order the Respondent Pickett shall provide the most recent bank statement for each account, including the original estate account, in which estate funds were being held along with a detailed accounting of each account from beginning balance to ending balance so the Special Administrator can verify the amount of the check/wire funds from each account to the new estate checking account controlled by the Special Administrator. (For example, if there are six accounts, there should be six detailed accountings provided with a closing statement for each);
7. That the Respondent's attorney shall resend within sixty (60) days all past and current statements for each bank account that held or holds any funds belonging to the Estate, whether the Respondent opened the account as then Personal Representative for the Estate of Veronique W. Pickett, or in his individual capacity, to the Special Administrator and such bank statements shall be in chronological order;
8. That the Special Administrator shall open an estate account in the name of the Special Administrator and the Estate of Veronique W. Pickett. At the time the Special Administrator opens such estate account, the Special Administrator shall notify such financial institution that no funds in the amount of Five Thousand (\$5,000) or more shall be withdrawn from the estate account without the written authorization of the Special Administrator;

DLM

9. That the Special Administrator shall be permitted to speak, via Zoom, in person, or telephone, to the Respondent Pickett with his attorney present, concerning the assets of the Estate of Veronique W. Pickett; and
10. Pursuant to S.C. Code Ann. § 62-3-616, and other relevant statutory provisions of the South Carolina Probate Code, C. Mac Gibson, Jr., Esquire, as Temporary Special Administrator, shall have all the powers of a Personal Representative as applied under Article III, Part 7 (S.C. Code Ann. §§ 62-3-701 through 62-3-721) of the South Carolina Probate Code necessary to perform his duties, and such powers are incorporated herein by specific reference thereto.

AND IT IS SO ORDERED.



David L. Michel
Associate Judge of Probate
Charleston County Probate Court

This 8 day of February, 2024
Charleston, South Carolina

THE STATE OF SOUTH CAROLINA
 IN THE COURT OF COMMON PLEAS

Appeal from Charleston County
 Probate Court

David L. Michel, Associate Judge of Probate

Probate Case No. 2019-ES-10-00394
 Appellate Case No.: 2024-CP-10-00921

In re: Veronique W. Pickett

Bayard Scott Pickett, Jr., ... Appellant,

v.

Laura V. Jones, as Trustee of the Laura V. Jones Trust as Established by the Will of Veronique H.W. Pickett Dated March 31, 1999 and as Trustee of the Kathleen E. Anderson Trust as Established under the Will of Veronique H.W. Pickett Dated March 31, 1999..... Respondents.

RESPONDENT LAURA V. JONES'S MOTION TO DISMISS APPEAL

TO: APPELLANT AND HIS LEGAL COUNSEL:

PLEASE TAKE NOTICE that the undersigned attorneys for Respondent Laura V. Jones, as Trustee of the Laura V. Jones Trust as Established by the Will of Veronique H.W. Pickett dated March 31, 1999, will move before the Presiding Judge of the Ninth Judicial Circuit at the Charleston County Courthouse, or at such other office as the Court may direct, after ten (10) days from the date of service hereof or at such time and place as the Court may direct, for an Order dismissing Appellant Bayard Scott Pickett, Jr.'s Notice of Appeal, filed on February 20, 2024, and served on Respondent Jones on or about February 20, 2024. As set forth below, the Order

Appointing Temporary Special Administrator is not a final order, is not appealable, and, therefore, this Court lacks subject matter jurisdiction of Appellant's appeal of the same.

Appeals from orders of the probate court are governed exclusively by S.C. Code Ann. § 62-1-308. Dorn v. Cohen, 421 S.C. 53, 809 S.E.2d 53 (2017) (finding the lower court erred in applying S.C. Code Ann. § 14-3-330 to determine whether an order of the probate court was immediately appealable because appeals from probate court are governed by § 62-1-308); Fulmer v. Cain, 380 S.C. 466, 670 S.E.2d 652 (2008) ("Appeals from the probate court are governed by S.C. Code Ann. § 62-1-308.").

Only final orders from the probate court are appealable under S.C. Code Ann. § 62-1-308. See S.C. Code Ann. § 62-1-803(a) ("A person interested in a *final* order, sentence, or decree of a probate court may appeal to the circuit court...") (emphasis added); Dorn, 421 S.C. at 520, 809 S.E.2d at 54 ("Because the probate court's order adding a party to the action was not a final order, the order was not immediately appealable pursuant to section 62-1-308."); Fulmer, 380 S.C. at 469, 670 S.E.2d at 654 (holding that only final orders are reviewable under S.C. Code Ann. § 62-1-308); Estate of Boyce v. Work, 305 S.C. 43, 44, 406 S.E.2d 184, 185 (Ct. App. 1991) (S.C. Code Ann. § 62-1-308(a) provides that only final orders of the probate court may be appealed, a probate court order that is clearly temporary cannot be appealed, circuit court lacks subject matter jurisdiction to entertain appeal of probate court's temporary order).

On February 8, 2024, the Charleston County Probate Court entered an Order for Appointment of Temporary Special Administrator in the Estate of Veronique W. Pickett. On February 20, 2024, Appellant Pickett filed his Notice of Appeal of this Order. However, it is firmly established that this Order, appointing a temporary special administrator, is not a final order and not appealable. This was squarely addressed in the Estate of Boyce matter, in which the appellant

appealed the probate court's appointment of a temporary special administrator to the circuit court. The circuit court entertained the appeal and disqualified the special administrator. Id. at 45, 406 S.E.2d at 185. The South Carolina Court of appeals vacated the circuit court's order and remanded the matter to the probate court for further proceedings, finding that the circuit court lacked subject matter jurisdiction of the order appointing a temporary special administrator because it was not a final order, and therefore was not appealable. Id.

Based on the S.C. Probate Code and the established law of this State, this Court lacks subject matter over Appellant Pickett's appeal and Respondent Jones respectfully requests that the appeal be dismissed.

WHEREFORE, Respondent Jones prays that the Court dismiss this Appeal in its entirety, award attorney's fees and costs incurred in bringing this Motion pursuant to Rule 222(b), SCACR, and grant such further relief as the Court deems appropriate.

SAXTON & STUMP, LLC

/s/ Elizabeth J. Palmer
Elizabeth J. Palmer (SC Bar #73680)
151 Meeting St., Suite 400
Charleston, SC 29401
(843) 414-5080
ep@saxtonstump.com

Attorneys for Respondent Laura V. Jones

February 27, 2024
Charleston, SC

EZ FILING
 PROBATE COURT
 CHARLESTON COUNTY, SOUTH CAROLINA
2019ES1000394
 2/27/2024 4:01PM

From: [Elizabeth J. Palmer](#)
To: [Paul Ferrara](#); [Eric Laquiere](#)
Subject: RE: Katy advance against her share of proceeds
Date: Thursday, February 22, 2024 9:49:00 AM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)

Paul,

I'm writing to ask that you withdraw your appeal of the order appointing a temporary special administrator. First, Mac clearly believes that the appeal prevents him from taking any action on behalf of the estate, such as signing the tax return. Second, I think there's a good chance that Judge Michel will refuse to sign a consent order re: distributing funds to our clients (especially considering he invited you to suggest any limitations on Mac's authority and/or revisions to the order). Third, and perhaps most importantly, the order is temporary and absolutely not an appealable order. This was established in Estate of Boyce v. Work, 305 S.C. 43, 44, 406 S.E.2d 184, 185 (Ct. App. 1991) ("Appeals from the probate court are governed by S.C. Code Ann. § 62-1-308 (1987). Subsection (a) thereof provides that only final orders may be appealed. Under these circumstances the Court of Common Pleas lacked subject matter jurisdiction of the temporary order [appointing a special administrator] involved in this case."). Judge Early, in the James Brown case, put it as follows:

As the Plaintiff is aware, it is the law of this case that, in accordance with Estate of Boyce v. Work, 305 S.C. 43, 406 S.E.2d 184 (Ct. App. 1991), this Court does not have subject matter jurisdiction in connection with an appeal from a Probate Court order regarding the emergency appointment of a special administrator. The appointment of a special administrator is clearly temporary, and this Court does not have subject matter jurisdiction to hear an appeal challenging the appointment of a special administrator as an interlocutory order.

Pope v. Estate James Brown, No. 2013CP021337, 2014 WL 6682618, at *3 (S.C.Com.Pl. Jan. 17, 2014).

This is my good faith attempt to work this out before filing anything. If you do not withdraw the appeal, I will move to have it dismissed and I will likely seek sanctions, which I really do not want to do.

Please – withdraw the appeal, and let's ask Judge Michel to schedule a hearing to address both the disbursements and the signing of the tax return. If Mac is ordered to sign it, then that should work for everyone. I reread your email setting out your reasoning concerning the Estate's ownership of the property. Thank you for taking the time to do that. I see where you are coming from, and at this point honestly am not sure which way is up on that issue. I do not draft estate planning documents and I'm allergic to any issues concerning taxes. I am also not a dirt lawyer and do not discount your experience in that area. I'm hopeful that Edward Bennett will weigh in but regardless, let's get the issue in front of Judge Michel and let him rule on it so everyone is protected and we can put it to bed.

Please let me know your intention with the appeal. It would be great to stop accruing attorneys' fees for something that is not beneficial to any of our clients.

Beth

EZ FILING
PROBATE COURT
CHARLESTON COUNTY, SOUTH CAROLINA
2019ES1000394
2/27/2024 4:01PM

Elizabeth Palmer | Shareholder

SAXTON & STUMP

LAWYERS AND CONSULTANTS

151 Meeting Street, Suite 400

Charleston, SC 29401

Phone: 843.277.8034 | Internal: 1308

Fax: 843.580.8303

ep@saxtonstump.com

www.saxtonstump.com



From: Paul Ferrara <paul@ferraralawfirm.net>

Sent: Wednesday, February 21, 2024 4:39 PM

To: Elizabeth J. Palmer <EP@saxtonstump.com>; Eric Laquiere <eric@laqlaw.com>

Subject: Re: Katy advance against her share of proceeds

Beth,

Can you please send over your specific requests and I will get the information as requested?

Sincerely,

Paul B. Ferrara, III

8887 Old University Blvd., Ste. 201

N. Charleston, SC 29406

(843) 569-5511 (office)

(843) 569-5411 (fax)

This e-mail and the information transmitted is PRIVILEGED and CONFIDENTIAL information and is

the property of the sender. If you are not the intended recipient, or the employee or agent responsible for delivering it to the intended recipient, you are hereby notified that any dissemination or copying of this information, or the taking of any action in reliance on the content of this information is strictly prohibited. If you have received this email in error, please immediately contact Paul B. Ferrara III with Ferrara Law Firm, PLLC at (843) 569-5511 and please delete the original transmittal of this information.

From: Elizabeth J. Palmer <EP@saxtonstump.com>
Sent: Wednesday, February 21, 2024 4:34 PM
To: Paul Ferrara <paul@ferraralawfirm.net>; Eric Laquiere <eric@laqlaw.com>
Subject: RE: Katy advance against her share of proceeds

I'm not agreeing to mediate unless it's conditioned on your client providing the information. I've been promised information that never came enough in this case to know better.

In any event, what I'm saying is exactly what the judge has already asked you to put into an order, so I don't see the need to tie the mediation issue into the disbursement request.

Also, given your appeals, Judge Michel very well may take the position that he's unable to sign off on a disbursement consent order.

Elizabeth Palmer | Shareholder

SAXTON & STUMP

LAWYERS AND CONSULTANTS

151 Meeting Street, Suite 400

Charleston, SC 29401

Phone: 843.277.8034 | Internal: 1308

Fax: 843.580.8303

ep@saxtonstump.com

www.saxtonstump.com



From: Paul Ferrara <paul@ferraralawfirm.net>
Sent: Wednesday, February 21, 2024 1:41 PM
To: Elizabeth J. Palmer <EP@saxtonstump.com>; Eric Laquiere <eric@laqlaw.com>
Subject: Re: Katy advance against her share of proceeds

Beth and Eric,

I am all for trying to resolve the case informally. My client is an open book.

Once you get the requested information to me, I will promptly review that carefully with my client and get you all documentation that we have. And the meantime, I propose that we agree to mediate the case within 60 days. If at the time of mediation, your client does not want to participate, or believes that mediation would be futile, you can state that to the mediator.

May I please hear from each of you on the consent?

Sincerely,
Paul B. Ferrara, III, Esq.
Ferrara Law Firm, PLLC
843-569-5511- Office
843-214.2751- Direct

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From: Elizabeth J. Palmer <EP@saxtonstump.com>
Sent: Wednesday, February 21, 2024 1:26:40 PM
To: Paul Ferrara <paul@ferraralawfirm.net>; Eric Laquiere <eric@laqlaw.com>
Subject: RE: Katy advance against her share of proceeds

Paul – respectfully, you’ve essentially ignored every single request for information/documentation I’ve made. I’m only going to consent to mediation if it’s contingent on your client providing requested information for each questioned expenditure or conceding in writing he has nothing. In other words, I will consent to mediate within 60 days of your client either providing documentation/explanations as to each questioned transaction or, for the ones he has nothing, conceding he has nothing.

Beth

Elizabeth Palmer | Shareholder
SAXTON & STUMP
LAWYERS AND CONSULTANTS
151 Meeting Street, Suite 400
Charleston, SC 29401
Phone: 843.277.8034 | Internal: 1308
Fax: 843.580.8303
ep@saxtonstump.com
www.saxtonstump.com



From: Paul Ferrara <paul@ferraralawfirm.net>
Sent: Wednesday, February 21, 2024 1:23 PM
To: Elizabeth J. Palmer <EP@saxtonstump.com>; Eric Laquiere <eric@laqlaw.com>
Subject: Re: Katy advance against her share of proceeds

Beth,

No problem with me getting the documentation we have. Can we agree by consent to mediate within

sixty (60) days?

Sincerely,
Paul B. Ferrara, III, Esq.
Ferrara Law Firm, PLLC
843-569-5511- Office
843-214.2751- Direct

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From: Elizabeth J. Palmer <EP@saxtonstump.com>
Sent: Wednesday, February 21, 2024 1:10:18 PM
To: Paul Ferrara <paul@ferraralawfirm.net>; Eric Laquiere <eric@laqlaw.com>
Subject: RE: Katy advance against her share of proceeds

I am out on vacation the 2nd part of March and likely in trial the week of March 11th, realistically, I don't think it's possible to mediate with 30 days. I also don't see a point in mediating before we've rec'd the information we're going to be requesting on the expenditures we are questioning – either documentation/explanation as to what an expenditure was or an admission that no information/documentation/backup is in existence. I put together the spreadsheet yesterday and have Laura going through it today, so I should have it to you in a day or two. Right now, I can tell you that we will need information/invoices for all Seabreeze Construction payments as well as all payments to Pam Pickett. There is a payoff of a credit card that we will need documentation of because Laura tells me her grandmother never used credit cards. Those are off the top of my head, but again, a full list is forthcoming.

I am not opposed to mediating, but I think it's a waste of time to do so before we understand where all the money went. Plus, if Scott can back all of the expenditures up, I truly believe we may not need to incur the expense of a mediator.

Elizabeth Palmer | Shareholder
SAXTON & STUMP
LAWYERS AND CONSULTANTS
151 Meeting Street, Suite 400
Charleston, SC 29401
Phone: 843.277.8034 | Internal: 1308
Fax: 843.580.8303
ep@saxtonstump.com
www.saxtonstump.com



From: Paul Ferrara <paul@ferraralawfirm.net>
Sent: Wednesday, February 21, 2024 1:02 PM
To: Elizabeth J. Palmer <EP@saxtonstump.com>; Eric Laquiere <eric@laqlaw.com>
Subject: Re: Katy advance against her share of proceeds

Eric and Beth,

My client will agree so long as each party (Scott, Katy, Laura) receives \$50,000 by consent and we agree to mediate the case within 30 days.

Sincerely,

Paul B. Ferrara, III, Esq.

Ferrara Law Firm, PLLC

843-569-5511- Office

843-214.2751- Direct

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From: Elizabeth J. Palmer <EP@saxtonstump.com>

Sent: Wednesday, February 21, 2024 12:46:30 PM

To: Paul Ferrara <paul@ferraralawfirm.net>; Eric Laquiere <eric@laqlaw.com>

Subject: RE: Katy advance against her share of proceeds

We will consent so long as Laura gets an equal distribution and we have the order written much like last time so that Laura is protected from any claim that as trustee of Katy's special needs trust she shouldn't have allowed Katy to receive the money directly.

Beth

Elizabeth Palmer | Shareholder

SAXTON & STUMP

LAWYERS AND CONSULTANTS

151 Meeting Street, Suite 400

Charleston, SC 29401

Phone: 843.277.8034 | Internal: 1308

Fax: 843.580.8303

ep@saxtonstump.com

www.saxtonstump.com



From: Paul Ferrara <paul@ferraralawfirm.net>

Sent: Wednesday, February 21, 2024 12:20 PM

To: Eric Laquiere <eric@laqlaw.com>; Elizabeth J. Palmer <EP@saxtonstump.com>

Subject: Re: Katy advance against her share of proceeds

Eric,

My client has no problem signing a consent order for any advancement that would be due to Katy.

Sincerely,
Paul B. Ferrara, III, Esq.
Ferrara Law Firm, PLLC
843-569-5511- Office
843-214.2751- Direct Can't wait to hear

Get Outlook for iOS

From: Eric Laquiere <Eric@laqlaw.com>
Sent: Wednesday, February 21, 2024 12:14:58 PM
To: Elizabeth J. Palmer <EP@saxtonstump.com>; Paul Ferrara <paul@ferraralawfirm.net>
Subject: Katy advance against her share of proceeds

Beth, Paul,
Katy is in need of some funds to repair an electrical system failure and mold growth at her condo.
I believe she also has some medical expenses and regime fees that are overdue.
Additionally, she wants to purchase an automobile so that she can have transportation for work
and her medical needs.
Almost forgot, she has significant legal fees as well.....
Will everyone sign a consent order?

Best Regards,

Eric B. Laquiere
Laquiere Legal Services LLC
843-556-2958
eric@laqlaw.com

STATE OF SOUTH CAROLINA) IN THE PROBATE COURT
COUNTY OF CHARLESTON) CASE NO: 2019-ES-10-00394

IN THE MATTER OF:
VERONIQUE W. PICKETT

LAURA V. JONES, AS TRUSTEE OF THE
LAURA V. JONES TRUST AS
ESTABLISHED BY THE WILL OF
VERONIQUE H.W. PICKETT DATED
MARCH 31, 1999 AND AS TRUSTEE OF
THE KATHLEEN B. ANDERSON TRUST
AS ESTABLISHED UNDER THE WILL
OF VERONIQUE H.W. PICKETT DATED
MARCH 31, 1999,

Petitioners,

v.

BAYARD SCOTT PICKETT, JR.,

Respondent.

v.

KATHLEEN E. ANDERSON aka
KATHLEEN ELIZABETH ANDERSON, in
her individual capacity.

Party in Interest/Counterclaimant.

EZ FILING

PROBATE COURT

CHARLESTON COUNTY, SOUTH CAROLINA

2019ES1000394

2/27/2024 4:40PM

FILED

MAR 12 2024

JULIE J. ARMSTRONG
CLERK, C.P. & G.S.

CERTIFICATE OF SERVICE

The undersigned hereby certifies that she served the Respondent Laura V. Jones's Motion to Lift any Applicable Stay on the following via email on February 27, 2024:

Paul B. Ferrara, III, Esquire
8887 Old University Blvd., Suite 201
North Charleston, SC 29406
paul@ferraralawfirm.net

ATTORNEY FOR RESPONDENT

Eric B. Laquiere, Esquire
Laquiere Legal Services, LLC
3674 Old Charleston Hwy.
Johns Island, SC 29455
eric@laqlaw.com

ATTORNEY FOR KATHLEEN B. ANDERSON AKA KATHLEEN ELIZABETH
ANDERSON

C. Mac Gibson, Esquire
21 Gamecock Avenue, Suite A
Charleston, SC 29407
MacGibson@cmacgibson.net

SPECIAL ADMINISTRATOR

By: /s/ Elizabeth J. Palmer
Saxton & Stump, LLC

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)
IN THE MATTER OF:)
VERONIQUE W. PICKETT)
LAURA V. JONES, AS TRUSTEE OF THE)
LAURA V. JONES TRUST AS)
ESTABLISHED BY THE WILL OF)
VERONIQUE H.W. PICKETT DATED)
MARCH 31, 1999 AND AS TRUSTEE OF)
THE KATHLEEN E. ANDERSON TRUST)
AS ESTABLISHED UNDER THE WILL)
OF VERONIQUE H.W. PICKETT DATED)
MARCH 31, 1999,)
Petitioners,)
v.)
BAYARD SCOTT PICKETT, JR.,)
Respondent.)
v.)
KATHLEEN E. ANDERSON aka)
KATHLEEN ELIZABETH ANDERSON, in)
her individual capacity.)
Party in Interest/Counterclaimant.)

IN THE PROBATE COURT
CASE NO: 2019-ES-10-0394

ORDER LIFTING ANY APPLICABLE STAY

FILED

MAR 12 2024

JULIE J. ARMSTRONG
CLERK, C.P. & G.S.

This matter came before the Court on the Motion to Lift any Applicable Stay filed on February 27, 2024, by Laura V. Jones, as Trustee of the Laura V. Jones Trust as Established by the Will of Veronique H.W. Pickett, dated March 31, 1999. The Motion was filed following the filing and service of a Notice of Appeal by Respondent Bayard Scott Pickett, Jr., in which he purports to appeal this Court's Order for Appointment of Temporary Special Administrator,

entered on February 8, 2024, to the Circuit Court. For the reasons set forth herein, and after considering the arguments made in the Motion to Lift Any Applicable Stay, the Motion is granted.

Pursuant to Rule 241(a), SCACR, this Court has the power to lift an automatic stay. See also Rule 205, SCACR (“Upon service of the notice of appeal, the appellate court shall have exclusive jurisdiction over the appeal; the lower court or administrative tribunal shall have jurisdiction to entertain petitions for writs of supersedeas as provided in Rule 241.”). As a procedural matter, the motion for an order to lift an automatic stay must be made to the lower court which entered the order. Rule 241(d)(1), SCACR.

“In determining whether an order should issue pursuant to [Rule 241], the lower court, administrative tribunal, appellate court, or judge or justice of the appellate court should consider whether such an order is necessary to preserve jurisdiction of the appeal or to prevent a contested issue from becoming moot.” Rule 241(c), SCACR. The use of the word “should” instead of the directive “shall” or “must” evidences an intent to give the Court discretion in applying these criteria, or any other appropriate considerations. Thus, in deciding whether to lift the automatic stay, the Court may consider the stated factors as well as factors other than preserving jurisdiction of the appeal and preventing a contested issue from becoming moot.

The Order for Appointment of Temporary Administrator is not a final order and therefore not immediately appealable. See Estate of Boyce v. Work, 305 S.C. 43, 44, 406 S.E.2d 184, 185 (Ct. App. 1991) (S.C. Code Ann. § 62-1-308(a) provides that only final orders of the probate court may be appealed, a probate court order that is clearly temporary cannot be appealed, circuit court lacks subject matter jurisdiction to entertain appeal of probate court’s temporary order).

However, to the extent that Respondent Pickett’s Notice of Appeal acts to effectuate an automatic stay of the relief granted in the Order, and, based on the Court’s familiarity of the

Estate's administration to date, the Court concludes such a stay would substantially, and unnecessarily, delay and frustrate the continued administration of this Estate and would also jeopardize the security of the Estate's assets.

Until Respondent Pickett's appeal is resolved, and absent an order from this Court lifting any stay that may be in place as a result of the filing of the afore-mentioned Notice of Appeal, those dealing with Temporary Special Administrator C. Mac Gibson, Jr., Esquire, will, understandably, be uncertain as to the extent of Mr. Gibson's authority, responsibilities, and duties, resulting in additional delays and complications. Moreover, any stay of the Order for Appointment of Temporary Special Administrator would effectively leave the Estate without a fiduciary empowered to act on its behalf. Respondent Pickett attempted to submit an "Accounting"¹ on September 27, 2023, in which he represents that the balance of the Estate's funds is approximately \$1,400,000. Respondent Pickett has testified that these Estate funds are currently held in a number of bank accounts, some of which are titled solely in Respondent Pickett's individual name (and not in an Estate account). These funds would be jeopardized should there not be a fiduciary, such as Mr. Gibson, empowered to collect and safeguard the same in an Estate bank account.

Moreover, the parties have submitted for the Court's consideration a Consent Order allowing certain distributions to be made from Estate funds. However, unless any stay is lifted, Mr. Gibson will be powerless to make the distributions once Respondent Pickett complies with the provision of the appealed order requiring him to transfer all such funds to Mr. Gibson.

¹ Respondent Pickett was discharged as the Estate's Personal Representative on January 19, 2022, and at no point thereafter has he been reappointed as Personal Representative or in any other fiduciary capacity. As such, he was not authorized to file an "Accounting" or otherwise undertake any acts of administration. See S.C. Code Ann. §§ 62-3-103 and 62-3-704(d).

Also jeopardized is the determination of the Estate's amended tax returns and the signing of those returns should Mr. Gibson determine the same to be proper and necessary. If there is a stay preventing Mr. Gibson from acting on behalf of the Estate in executing those returns, there will be no one capable of signing the returns and the filing deadline may be missed.

Additionally, to the extent Respondent Pickett's Notice of Appeal resulted in an automatic stay of the issues so appealed, such a stay does not further the Probate Code's purpose of "promot[ing] a speedy and efficient system for liquidating the estate of the decedent and making distribution to his successors." S.C. Code Ann. § 62-1-102(b)(3). Moreover, the continued delays and complications that would result from any automatic stay would not benefit the Estate, but would act only to harm the Estate and those interested in it, frustrating the continued administration and closure of this Estate, which is long overdue.

THEREFORE,

IT IS HEREBY ORDERED that the Motion to Lift Any Applicable Stay is GRANTED; and it is further

ORDERED, ADJUDGED, AND DECREED that any automatic stay resulting from Respondent Pickett's Notice of Appeal, filed in the Circuit Court on February 20, 2023, is LIFTED; and it is further

ORDERED, ADJUDGED, AND DECREED that Temporary Special Administrator C. Mac Gibson, Jr., Esq. shall continue to serve in his capacity to preserve, protect, and marshal the assets of the Estate; and it is further

ORDERED, ADJUDGED, AND DECREED that the automatic stay does not apply to the duties of the Temporary Special Administrator Gibson, and he shall take any and all actions necessary to identify, gather, and account for any and all potential assets of the Estate; and

IT IS FURTHER ORDER THAT;

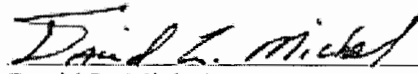
1. That Temporary Special Administrator Gibson shall not file any action(s) on behalf of the Estate without prior permission of this Court;
2. That Temporary Special Administrator Gibson shall not transfer or dispose of any assets without prior permission of the Court;
3. That the Temporary Special Administrator shall open an estate account in the name of the Temporary Special Administrator and the Estate of Veronique W. Pickett. At the time the Temporary Special Administrator opens such estate account, the Temporary Special Administrator shall notify such financial institution that no funds in the amount of Five Thousand (\$5,000) or more shall be withdrawn from the estate account without the written authorization of the Temporary Special Administrator;
4. In accordance with this Court's Order for Appointment of Temporary Special Administrator, dated February 8, 2024, within thirty (30) days from the date of this Order the Respondent Pickett shall transfer, via wire or certified checks, all funds belonging to the Estate, whether located in accounts in the name of the Estate or in Respondent's individual name, to the Temporary Special Administrator;
5. In accordance with this Court's Order for Appointment of Temporary Special Administrator, dated February 8, 2024, within thirty (30) days from the date of this Order the Respondent Pickett shall provide all documentation to the Temporary Special Administrator regarding the sale of 213 and 215 King Street, Mount Pleasant including the closing statement and deed;
6. In accordance with this Court's Order for Appointment of Temporary Special Administrator, dated February 8, 2024, within sixty (60) days from the date of this

5 of 6
DLM

Order the Respondent Pickett shall provide the most recent bank statement for each account, including the original estate account, in which estate funds were being held along with a detailed accounting of each account from beginning balance to ending balance so the Temporary Special Administrator can verify the amount of the check/wire funds from each account to the new estate checking account controlled by the Temporary Special Administrator. (For example, if there are six accounts, there should be six detailed accountings provided with a closing statement for each);

7. In accordance with this Court's Order for Appointment of Temporary Special Administrator, dated February 8, 2024, the Respondent's attorney shall resend within sixty (60) days from the date of this Order, all past and current statements for each bank account that held or holds any funds belonging to the Estate, whether the Respondent opened the account as then Personal Representative for the Estate of Veronique W. Pickett, or in his individual capacity, to the Temporary Special Administrator and such bank statements shall be in chronological order.

AND IT IS SO ORDERED!



David L. Michel
Associate Judge of Probate
Charleston County Probate Court

This 12 day of March, 2024
Charleston, South Carolina

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)
IN THE MATTER OF:)
VERONIQUE W. PICKETT)
BAYARD SCOTT PICKETT, JR.)

IN THE CIRCUIT COURT
Appeal from Probate Court for Charleston County
CASE NO.:2019-ES-10-0394

APPELLANT,

vs.

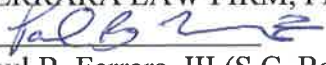
**NOTICE OF INTENT TO APPEAL
TO CIRCUIT COURT**

LAURA V. JONES, AS TRUSTEE OF
THE LAURA V. JONES TRUST AS
ESTABLISHED BY THE WILL OF
VERONIQUE H.W. PICKETT DATED
MARCH 31, 1999 AND AS TRUSTEE
OF THE KATHLEEN E. ANDERSON
TRUST AS ESTABLISHED UNDER
THE WILL OF VERONIQUE H.W.
PICKETT DATED MARCH 31, 1999,

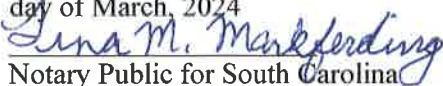
RESPONDENTS.

Pursuant to SCPC 62-1-308, Appellant hereby submits his Notice of Intent to Appeal the Probate Court Order for Appointment of Temporary Special Administrator C. Mac Gibson dated March 12, 2024. The Order was received by the Appellant's Counsel on March 12, 2024. A copy of the Order is attached.

FERRARA LAW FIRM, PLLC


Paul B. Ferrara, III (S.C. Bar No. 70511)
Attorney for Appellant
8887 Old University Boulevard
North Charleston, SC 29406
T: (843) 569-5511 | F: (843) 569-5411
paul@ferraralawfirm.net

SWORN to before me this 20th
day of March, 2024


Notary Public for South Carolina
My Commission Expires:

Tina M. Markferding
Notary Public, State of South Carolina
My Commission Expires December 30, 2029

STATE OF SOUTH CAROLINA	)	IN THE PROBATE COURT
	)	CASE NO: 2019-ES-10-0394
COUNTY OF CHARLESTON	)	
	)	
IN THE MATTER OF:	)	
VERONIQUE W. PICKETT	)	
	)	
LAURA V. JONES, AS TRUSTEE OF THE	)	
LAURA V. JONES TRUST AS	)	
ESTABLISHED BY THE WILL OF	)	
VERONIQUE H.W. PICKETT DATED	)	
MARCH 31, 1999 AND AS TRUSTEE OF	)	ORDER LIFTING ANY APPLICABLE STAY
THE KATHLEEN E. ANDERSON TRUST	)	
AS ESTABLISHED UNDER THE WILL	)	
OF VERONIQUE H.W. PICKETT DATED	)	
MARCH 31, 1999,	)	
	)	
Petitioners,	)	
	)	
v.	)	
	)	
BAYARD SCOTT PICKETT, JR.,	)	
	)	
Respondent.	)	
	)	
v.	)	
	)	
KATHLEEN E. ANDERSON aka	)	
KATHLEEN ELIZABETH ANDERSON, in	)	
her individual capacity.	)	
	)	
Party in Interest/Counterclaimant.	)	
	)	

This matter came before the Court on the Motion to Lift any Applicable Stay filed on February 27, 2024, by Laura V. Jones, as Trustee of the Laura V. Jones Trust as Established by the Will of Veronique H.W. Pickett, dated March 31, 1999. The Motion was filed following the filing and service of a Notice of Appeal by Respondent Bayard Scott Pickett, Jr., in which he purports to appeal this Court's Order for Appointment of Temporary Special Administrator,

entered on February 8, 2024, to the Circuit Court. For the reasons set forth herein, and after considering the arguments made in the Motion to Lift Any Applicable Stay, the Motion is granted.

Pursuant to Rule 241(a), SCACR, this Court has the power to lift an automatic stay. See also Rule 205, SCACR (“Upon service of the notice of appeal, the appellate court shall have exclusive jurisdiction over the appeal; the lower court or administrative tribunal shall have jurisdiction to entertain petitions for writs of supersedeas as provided in Rule 241.”). As a procedural matter, the motion for an order to lift an automatic stay must be made to the lower court which entered the order. Rule 241(d)(1), SCACR.

“In determining whether an order should issue pursuant to [Rule 241], the lower court, administrative tribunal, appellate court, or judge or justice of the appellate court should consider whether such an order is necessary to preserve jurisdiction of the appeal or to prevent a contested issue from becoming moot.” Rule 241(c), SCACR. The use of the word “should” instead of the directive “shall” or “must” evidences an intent to give the Court discretion in applying these criteria, or any other appropriate considerations. Thus, in deciding whether to lift the automatic stay, the Court may consider the stated factors as well as factors other than preserving jurisdiction of the appeal and preventing a contested issue from becoming moot.

The Order for Appointment of Temporary Administrator is not a final order and therefore not immediately appealable. See Estate of Boyce v. Work, 305 S.C. 43, 44, 406 S.E.2d 184, 185 (Ct. App. 1991) (S.C. Code Ann. § 62-1-308(a) provides that only final orders of the probate court may be appealed, a probate court order that is clearly temporary cannot be appealed, circuit court lacks subject matter jurisdiction to entertain appeal of probate court’s temporary order).

However, to the extent that Respondent Pickett’s Notice of Appeal acts to effectuate an automatic stay of the relief granted in the Order, and, based on the Court’s familiarity of the

2 of 6
DLm

Estate's administration to date, the Court concludes such a stay would substantially, and unnecessarily, delay and frustrate the continued administration of this Estate and would also jeopardize the security of the Estate's assets.

Until Respondent Pickett's appeal is resolved, and absent an order from this Court lifting any stay that may be in place as a result of the filing of the afore-mentioned Notice of Appeal, those dealing with Temporary Special Administrator C. Mac Gibson, Jr., Esquire, will, understandably, be uncertain as to the extent of Mr. Gibson's authority, responsibilities, and duties, resulting in additional delays and complications. Moreover, any stay of the Order for Appointment of Temporary Special Administrator would effectively leave the Estate without a fiduciary empowered to act on its behalf. Respondent Pickett attempted to submit an "Accounting"¹ on September 27, 2023, in which he represents that the balance of the Estate's funds is approximately \$1,400,000. Respondent Pickett has testified that these Estate funds are currently held in a number of bank accounts, some of which are titled solely in Respondent Pickett's individual name (and not in an Estate account). These funds would be jeopardized should there not be a fiduciary, such as Mr. Gibson, empowered to collect and safeguard the same in an Estate bank account.

Moreover, the parties have submitted for the Court's consideration a Consent Order allowing certain distributions to be made from Estate funds. However, unless any stay is lifted, Mr. Gibson will be powerless to make the distributions once Respondent Pickett complies with the provision of the appealed order requiring him to transfer all such funds to Mr. Gibson.

¹ Respondent Pickett was discharged as the Estate's Personal Representative on January 19, 2022, and at no point thereafter has he been reappointed as Personal Representative or in any other fiduciary capacity. As such, he was not authorized to file an "Accounting" or otherwise undertake any acts of administration. See S.C. Code Ann. §§ 62-3-103 and 62-3-704(d).

Also jeopardized is the determination of the Estate's amended tax returns and the signing of those returns should Mr. Gibson determine the same to be proper and necessary. If there is a stay preventing Mr. Gibson from acting on behalf of the Estate in executing those returns, there will be no one capable of signing the returns and the filing deadline may be missed.

Additionally, to the extent Respondent Pickett's Notice of Appeal resulted in an automatic stay of the issues so appealed, such a stay does not further the Probate Code's purpose of "promot[ing] a speedy and efficient system for liquidating the estate of the decedent and making distribution to his successors." S.C. Code Ann. § 62-1-102(b)(3). Moreover, the continued delays and complications that would result from any automatic stay would not benefit the Estate, but would act only to harm the Estate and those interested in it, frustrating the continued administration and closure of this Estate, which is long overdue.

THEREFORE,

IT IS HEREBY ORDERED that the Motion to Lift Any Applicable Stay is GRANTED; and it is further

ORDERED, ADJUDGED, AND DECREED that any automatic stay resulting from Respondent Pickett's Notice of Appeal, filed in the Circuit Court on February 20, 2023, is LIFTED; and it is further

ORDERED, ADJUDGED, AND DECREED that Temporary Special Administrator C. Mac Gibson, Jr., Esq. shall continue to serve in his capacity to preserve, protect, and marshal the assets of the Estate; and it is further

ORDERED, ADJUDGED, AND DECREED that the automatic stay does not apply to the duties of the Temporary Special Administrator Gibson, and he shall take any and all actions necessary to identify, gather, and account for any and all potential assets of the Estate; and

IT IS FURTHER ORDER THAT;

1. That Temporary Special Administrator Gibson shall not file any action(s) on behalf of the Estate without prior permission of this Court;
2. That Temporary Special Administrator Gibson shall not transfer or dispose of any assets without prior permission of the Court;
3. That the Temporary Special Administrator shall open an estate account in the name of the Temporary Special Administrator and the Estate of Veronique W. Pickett. At the time the Temporary Special Administrator opens such estate account, the Temporary Special Administrator shall notify such financial institution that no funds in the amount of Five Thousand (\$5,000) or more shall be withdrawn from the estate account without the written authorization of the Temporary Special Administrator;
4. In accordance with this Court's Order for Appointment of Temporary Special Administrator, dated February 8, 2024, within thirty (30) days from the date of this Order the Respondent Pickett shall transfer, via wire or certified checks, all funds belonging to the Estate, whether located in accounts in the name of the Estate or in Respondent's individual name, to the Temporary Special Administrator;
5. In accordance with this Court's Order for Appointment of Temporary Special Administrator, dated February 8, 2024, within thirty (30) days from the date of this Order the Respondent Pickett shall provide all documentation to the Temporary Special Administrator regarding the sale of 213 and 215 King Street, Mount Pleasant including the closing statement and deed;
6. In accordance with this Court's Order for Appointment of Temporary Special Administrator, dated February 8, 2024, within sixty (60) days from the date of this

5 of 6
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Order the Respondent Pickett shall provide the most recent bank statement for each account, including the original estate account, in which estate funds were being held along with a detailed accounting of each account from beginning balance to ending balance so the Temporary Special Administrator can verify the amount of the check/wire funds from each account to the new estate checking account controlled by the Temporary Special Administrator. (For example, if there are six accounts, there should be six detailed accountings provided with a closing statement for each);

7. In accordance with this Court's Order for Appointment of Temporary Special Administrator, dated February 8, 2024, the Respondent's attorney shall resend within sixty (60) days from the date of this Order, all past and current statements for each bank account that held or holds any funds belonging to the Estate, whether the Respondent opened the account as then Personal Representative for the Estate of Veronique W. Pickett, or in his individual capacity, to the Temporary Special Administrator and such bank statements shall be in chronological order.

AND IT IS SO ORDERED!



David L. Michel
Associate Judge of Probate
Charleston County Probate Court

This 12 day of March, 2024
Charleston, South Carolina

THE STATE OF SOUTH CAROLINA
IN THE COURT OF COMMON PLEAS

Appeal from Charleston County
Probate Court

David L. Michel, Associate Judge of Probate

Probate Case No. 2019-ES-10-00394
Appellate Case No.: 2024-CP-10-01509

In re: Veronique W. Pickett Estate

Bayard Scott Pickett, Jr.,..... Appellant,

v.

Laura V. Jones, as Trustee of the Laura V. Jones Trust as Established by the Will of
Veronique H.W. Pickett Dated March 31, 1999 and as Trustee of the Kathleen E.
Anderson Trust as Established under the Will of Veronique H.W. Pickett Dated March
31,1999..... Respondents.

RESPONDENT LAURA V. JONES'S MOTION TO DISMISS APPEAL

TO: APPELLANT AND HIS LEGAL COUNSEL:

PLEASE TAKE NOTICE that the undersigned attorneys for Respondent Laura V. Jones, as Trustee of the Laura V. Jones Trust as Established by the Will of Veronique H.W. Pickett dated March 31, 1999, will move before the Presiding Judge of the Ninth Judicial Circuit at the Charleston County Courthouse, or at such other office as the Court may direct, after ten (10) days from the date of service hereof or at such time and place as the Court may direct, for an Order dismissing Appellant Bayard Scott Pickett, Jr.'s Notice of Appeal, filed on March 20, 2024, and served on Respondent Jones on that same day. As set forth below, the appeal must be dismissed

because the Order Lifting Any Applicable Stay is not immediately appealable, and, therefore, this Court lacks appellate jurisdiction of Appellant's appeal of the same.

Although Appellant's Notice of Intent to Appeal, attached as **Exhibit 1**, represents that he is appealing "the Probate Court Order for Appointment of a Temporary Special Administrator C. Mac Gibson dated March 12, 2024", the order attached to the Notice of Intent to Appeal, dated March 12, 2024, is the Order Lifting Any Applicable Stay.¹ South Carolina law is clear that an order lifting a stay is not immediately appealable. See Carolina Water Serv., Inc. v. Lexington Cnty. Joint Mun. Water & Sewer Comm'n, 373 S.C. 96, 98, 644 S.E.2d 681, 682 (2007); Edwards v. SunCom, 369 S.C. 91, 631 S.E.2d 529 (2006) (holding order lifting stay not immediately appealable and dismissing appeal of same).

WHEREFORE, Respondent Jones prays that the Court dismiss this Appeal in its entirety, award attorney's fees and costs incurred in bringing this Motion and grant such further relief as the Court deems appropriate.

SAXTON & STUMP, LLC

/s/ Elizabeth J. Palmer
Elizabeth J. Palmer (SC Bar #73680)
151 Meeting St., Suite 400
Charleston, SC 29401
(843) 414-5080
ep@saxtonstump.com

Attorneys for Respondent Laura V. Jones

April 2, 2024
Charleston, SC

¹ Appellant has also separately appealed the Order for Appointment of Temporary Special Administrator (C/A 2024-CP-10-00921) by Notice of Intent to Appeal filed in this Court on February 20, 2024. Respondent Jones has moved to dismiss that appeal as well on the basis that the order is not a final order or otherwise immediately appealable.

THE STATE OF SOUTH CAROLINA
IN THE COURT OF COMMON PLEAS

Appeal from Charleston County
Probate Court

David L. Michel, Associate Judge of Probate

Probate Case No. 2019-ES-10-00394
Appellate Case No.: 2024-CP-10-00921

In re: Veronique W. Pickett

Bayard Scott Pickett, Jr.,..... Appellant,

v.

Laura V. Jones, as Trustee of the Laura V. Jones Trust as Established by the Will of
Veronique H.W. Pickett Dated March 31, 1999 and as Trustee of the Kathleen E.
Anderson Trust as Established under the Will of Veronique H.W. Pickett Dated March
31,1999..... Respondents.

ORDER DISMISSING APPEAL

This matter came before the Court on the Motion to Dismiss Appeal, filed by Respondent
Laura V. Jones as Trustee of the Laura V. Jones Trust as Established by the Will of Veronique
H.W. Pickett Dated March 31, 1999 (“Respondent”), on February 27, 2024, and amended on
March 6, 2024. For the reasons set forth below, the Motion to Dismiss is **GRANTED** and this
appeal is dismissed.

FINDINGS OF FACT AND CONCLUSIONS OF LAW

1) On February 8, 2024, the Charleston County Probate Court entered an Order for
Appointment of Temporary Special Administrator (the “Order”) in the Estate of Veronique W.

Pickett (Probate Case No. 2019-ES-10-00394).

2) Appellant Bayard Scott Pickett, Jr., received notice of the entry of this Order on February 8, 2024. As such, with the President’s Day holiday, any Notice of Intent to Appeal the Order was required to be served on all parties and filed in both the Circuit Court and Probate Court by February 20, 2024. See S.C. Code Ann. § 62-1-308(a) (“The notice of intention to appeal to the circuit court must be filed in the office of the circuit court **and in the office of the probate court** and a copy served on all parties not in default within ten days after receipt of written notice of the appealed from order, sentence, or decree of the probate court.” (emphasis added); see also Witzig v. Witzig, 325 S.C. 363, 479 S.E.2d 297 (Ct. App. 1996) (holding that the specific ten-day period provided by S.C. Code Ann. § 62-1-308(a) controls over the general provisions of Rule 74, SCRCPP (“Procedure on Appeal to the Circuit Court”), which allows a thirty-day period only “when no time is fixed by statute”).

3) On February 20, 2024, Appellant Pickett served his Notice of Intent to Appeal the Order on all parties and also filed it in the Circuit Court. However, he did not file it in the Probate Court until February 21, 2024. Therefore, it was not timely filed, and this Court lacks appellate jurisdiction to consider the appeal. See Gallagher v. Evert, 353 S.C. 59, 68, 577 S.E.2d 217, 221 (Ct. App. 2002) (because appellant did not timely file and serve his appeal from the probate court, the circuit court lacked jurisdiction to address the merits of the appeal); see also Witzig, 325 S.C. at 366–67, 479 S.E.2d at 298 (finding appeal from the probate court to the circuit court not timely filed, thus, reinstatement of the probate court’s order was required).

4) The Court also finds that the Order, which appointed a temporary special administrator, was not a final order and otherwise not immediately appealable. Only final orders from the probate court are appealable. See S.C. Code Ann. § 62-1-803(a) (“A person interested in

a *final* order, sentence, or decree of a probate court may appeal to the circuit court...” (emphasis added); Fulmer v. Cain, 380 S.C. 466, 670 S.E.2d 652, 654 (2008) (holding that only final orders of the probate court are reviewable under S.C. Code Ann. § 62-1-308); Estate of Boyce v. Work, 305 S.C. 43, 44, 406 S.E.2d 184, 185 (Ct. App. 1991) (holding that an order appointing a temporary special administrator is not a final order and not immediately appealable).

IT IS HEREBY ORDERED that Respondent’s Motion to Dismiss Appeal is GRANTED;
and

IT IS FURTHER ORDERED that this appeal is dismissed and the matter is remanded to the Charleston County Probate Court for further proceedings.

AND IT IS SO ORDERED!

Judge George M. McFaddin, Jr.

April _____, 2024
Charleston, SC



Charleston Common Pleas

Case Caption: Bayard Scott Pickett Jr , plaintiff, et al VS Laura V Jones , defendant, et al

Case Number: 2024CP1000921

Type: Order/Other

So Ordered

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

Electronically signed on 2024-04-24 10:09:05 page 4 of 4

THE STATE OF SOUTH CAROLINA
IN THE COURT OF COMMON PLEAS

Appeal from Charleston County
Probate Court

David L. Michel, Associate Judge of Probate

Probate Case No. 2019-ES-10-00394
Appellate Case No.: 2024-CP-10-00598

In re: Veronique W. Pickett

Bayard Scott Pickett, Jr.,..... Appellant,

v.

Laura V. Jones, as Trustee of the Laura V. Jones Trust as Established by the Will of
Veronique H.W. Pickett Dated March 31, 1999 and as Trustee of the Kathleen E.
Anderson Trust as Established under the Will of Veronique H.W. Pickett Dated March
31,1999..... Respondents.

RESPONDENT LAURA V. JONES'S APPELLATE BRIEF

Elizabeth J. Palmer (SC Bar #73680)

Saxton & Stump, LLC

151 Meeting St., Suite 400

Charleston, SC 29401

(843) 414-5080

ep@saxtonstump.com

Attorneys for Respondent Laura V. Jones, as

Trustee of the Laura V. Jones Trust

May 8, 2024
Charleston, SC

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STATEMENT OF ISSUES ON APPEAL

- I. Did the Probate Court correctly determine that the appointment of a Special Administrator is necessary to preserve the Estate and secure its proper administration?
- II. Did the Probate Court correctly determine that Appellant's Motion for Reconsideration of Order Appointing Special Administrator was not timely served?
- III. Is Appellant's argument that the Probate Court erred in refusing to remove "this matter" to Circuit Court preserved for appellate review when that argument was neither raised nor ruled upon by the Probate Court?
- IV. Did the Probate Court err "in failing to find that the named personal representative would not act, or could not act, prior to the appointment of a special administrator" when no such finding is required by the applicable statute?
- V. Did the Probate Court err "failing to find" that Appellant was unfit to serve as the personal representative?
- VI. Should Appellant's appeal of the Order Denying Motion for Reconsideration be dismissed due to Appellant's failure to comply with the requirement that a transcript of the hearing be ordered?

STATEMENT OF THE CASE

Appellant Bayard Scott Pickett, Jr., the son of the Decedent, was initially appointed as Personal Representative of the Estate of Veronique W. Pickett on or about March 11, 2019. Following Appellant's persistent refusal, despite numerous extensions over the course of almost three years, to file the required documents to administer the Estate, the Charleston County Probate Court administratively closed the Estate and discharged Appellant as Personal Representative by Order entered on January 19, 2022. (1/19/22 Order). Specifically, by letter dated June 21, 2019, the Probate Court notified Appellant that the Estate's Inventory and Appraisement was overdue and demanded that it be filed within twenty days. Appellant did not comply. (6/21/19 Order) By letter dated September 21, 2020, the Probate Court again demanded that the Inventory and Appraisement, as well as a number of other documents required to administer and close the Estate, be filed within 20 days. (9/21/20 Order) Finally, on March 25, 2021, the Probate Court sent a final demand that Appellant file the required documentation, including, a Final Accounting and Proposal for Distribution. Appellant again failed to comply. (3/25/21) The Probate Court subsequently issued a Rule to Show Cause and, ultimately, closed the Estate and discharged Appellant as Personal Representative by Order dated January 19, 2022

After receiving (and ignoring) multiple requests by Respondent, whose trust is a devisee of the Estate, for information as to the amount and location of Estate assets still in Appellant's possession and being informed that Respondent intended to seek court intervention, Appellant filed an informal Application for Subsequent Administration on May 19, 2023, seeking to be reappointed as Personal Representative. (Respondent's Verified Pet. for Appt. of Special Administrator ("Pet. for Appt. of SA"), ¶¶ 13-17, 21; 5/19/23 App. for Subs. Admin) Respondent filed an Objection to the Appointment of [Appellant] as Personal Representative on May 31, 2023.

(5/31/23 Objection) On June 27, 2023, Respondent filed a formal Petition for Appointment of Special Administrator which was verified by Respondent. (Pet. for Appt. of SA) Contrary to assertions made by Appellant in his brief, he did not move to have this Petition removed to Circuit Court. Rather, he filed an Answer and Counterclaims, asserting via counterclaim that he had made a personal loan to Respondent which had not been repaid. (Answer, ¶¶ 47-55) Appellant’s tenth “affirmative defense”, titled “Removal”, requests removal of the cause of action relating to this personal loan to Circuit Court. (Answer, ¶¶ 23-26) Additionally, in his prayer for relief, Appellant requests the Probate Court to “[g]rant its [sic] motion to transfer the breach of contract matter to the Circuit Court for a trial by jury.” (Answer, p. 9) No motion for removal of the Petition for Appointment of Special Administrator was ever made by Appellant nor ruled upon by the Probate Court.¹

The informal Application for Subsequent Administration and formal Petition for Appointment of Special Administrator came before the Probate Court for a hearing on September 22, 2023. (Trans. of 9/22/23 hearing) During the hearing, Appellant was sworn in and provided testimony in response to questioning from his attorney and the Probate Court. (9/22/23 Trans., p. 10, l. 13 – p. 37, l. 17)

By Order entered on September 27, 2023, the Probate Court found, pursuant to S.C. Code Ann. § 62-3-614(2), “that the appointment of a Special Administrator is necessary to preserve the Estate and to secure its proper administration.” (9/27/23 Order, ¶ 14) Thus, the Probate Court granted the formal Petition for Appointment of Special Administrator and appointed C. Mac

¹ As set forth in more detail below, such a motion, had it been made, could not have been granted as a Petition for the Appointment of a Special Administrator is not removable.

Gibson, Esquire. (9/27/23 Order) The parties were given notice of this Order on September 27, 2023. (Notice of Appeal)

On October 9, 2023, Appellant filed a Motion to Reconsider, asking the Probate Court to reconsider its appointment of a Special Administrator. (Mot. to Reconsider) However, Appellant failed to serve the Motion to Reconsider on Respondent. (10/23/23 Memo. in Opp. to Mot. to Reconsider) A hearing on the Motion to Reconsider was held by the Probate Court on January 16, 2024. (1/24/24 Order) By Order entered on January 24, 2024, the Probate Court denied the Motion to Reconsider, determining, in part, that it was not timely served on Respondent. (1/24/24 Order)²

By Notice of Intent to Appeal to Circuit Court filed on February 2, 2024, Appellant appealed the Order for Appointment of Special Administrator and the Order Denying Motions for Reconsideration. (Notice of Intent) Appellant served Respondent with the Notice of Intent on February 2, 2024.

² Despite being made aware of the requirement to order a transcript of the hearing on the Motion to Reconsider by counsel for Respondent, Appellant has neglected to do so.

STANDARD OF REVIEW

The standard of review applicable to cases originating in the Probate Court is controlled by whether the underlying cause of action is at law or in equity. Matter of Est. of Paradeses, 426 S.C. 388, 391, 826 S.E.2d 871, 873 (Ct. App. 2019). The appointment of a special administrator is equitable in nature. See Blackmon v. Weaver, 366 S.C. 245, 248, 621 S.E.2d 42, 43 (Ct. App. 2005) (holding that an action to remove a personal representative is equitable in nature). “In an equitable action tried without a jury, the appellate court can correct errors of law and may find facts in accordance with its own view of the preponderance of the evidence.” Church v. McGee, 391 S.C. 334, 342, 705 S.E.2d 481, 485 (Ct. App. 2011) (quoting Blackmon, 366 S.C. at 249, 621 S.E.2d at 44).

Ordinarily, an appellate court reviews cases in equity by finding facts in accordance with its own view of the preponderance of the evidence. Even so, an appellate court should still afford a degree of deference to the trial court because it was in the best position to judge the witnesses’ credibility. Lewis v. Lewis, 392 S.C. 381, 391, 709 S.E.2d 650, 655 (2011).

ARGUMENT

I. The Probate Court correctly determined that the appointment of a Special Administrator is necessary to preserve the Estate and secure its proper administration.

The crux of this appeal, and, as addressed below, the only issue properly before this Court, is whether the Probate Court's Order for Appointment of Special Administrator should be affirmed. A review of the record requires that the Order be affirmed. The Probate Court's Order for Appointment of Special Administrator was made pursuant to S.C. Code Ann. § 62-3-614(2). (9/27/23 Order, p. 4) That section provides:

A special administrator may be appointed:

(2) in a formal proceeding by order of the court on the petition of any interested person and finding, after notice and hearing, that appointment is necessary to preserve the estate or to secure its proper administration including its administration in circumstances where a general personal representative cannot or should not act. If it appears to the court that an emergency exists, appointment may be ordered without notice.

S.C. Code Ann. § 62-3-614(2). All requirements of this subsection were met, and the evidence presented establishes that the appointment of a special administrator was necessary to preserve the estate and/or to secure its proper administration. Appellant makes numerous arguments to support his desire to regain control of the Estate as Personal Representative after being involuntarily discharged from that position in 2021. However, it is beyond dispute that Appellant was discharged as a result of his dereliction of duty and refusal to follow the directives of the Probate Court, which was conceded by his attorney during the hearing and outlined by Appellant himself in his Appellate Brief. (9/22/23 Trans., p. 17, ll. 15-23; App. Brief, pp. 1-2) As stated by the Court:

The point of this action is to either appoint [Appellant] as a PR or have a special administrator and I think we're getting a little into the weeds. You know, my main concern is there's never been an inventory filed with the Court regarding estate assets. There's never been an interim accounting filed with the Court.

(9/22/23 Trans., p. 26) Not only did Appellant concede that he had failed to administer the Estate and file the required documents, such as an inventory, appraisal, and accountings, he admitted that, upon becoming the Personal Representative, he acquired control of a bank account with at least \$80,000 in Estate funds and thereafter acquired an additional \$1,760,000 from the sale of real estate owned by the Estate. (9/22/23 Trans., p. 16, l. 18 – p. 17, l. 23) Yet, he apparently decided that he need not account for the same to the Probate Court. According to a “Summary of Accounts” filed by Appellant on September 27, 2023, he continues to possess \$1,433,659.48 in Estate funds, spread across multiple accounts at various banks. (9/27/23 Summary of Accounts) As summarized by the Probate Court:

And so if that inventory was never done, there was \$80,000 that he testifies to in cash. There's never an interim accounting done that shows, Hey. Here's \$80,000. This is what I'm doing with it. Okay? I'm not saying he did -- and maybe he was following his lawyer's advice. But four-and-a-half years later, we still don't have any of that and you have until May to do it or to when that order closed it out, and it was never done. And so I'm going to appoint a special administrator. I'm going to take it under advisement on if it's Mr. Ray or not. But again, this thing needs to be cleaned up. It needs to have full disclosure. There needs to be a neutral party where people can ask for documents and get those documents. I think once they do that, it will clear up that there was nothing done improperly. That's my indication. I don't think there was anything done improperly. It just wasn't done. There wasn't an inventory filed. There wasn't an interim inventory filed. There hasn't been an exchange of documents over the last three-and-a-half years it appears. And that's --- you know, that's caused where we are today. Okay?

(9/22/23 Trans., p. 65, l. 15 – p. 66, l. 17)

Given Appellant’s established and admitted dereliction of duty as a fiduciary for this Estate, and the need for a neutral third party to “clean up” the Estate and provide the information to devisees that Appellant persistently refused to provide, there was certainly no error in the Court’s determination that a Special Administrator, rather than the appointment of Appellant as Personal Representative, was necessary to preserve the Estate and secure its proper administration.

II. The Probate Court's denial of Appellant's Motion for Reconsideration of Order for Appointment of Special Administrator should be affirmed because the Motion was untimely served.

By email dated September 27, 2023, this Court gave all parties notice of the Order for Appointment of Special Administration. (Appellant's Brief, p. 3) Rule 59(e), SCRPC, requires that Motions for Reconsideration "shall be served not later than 10 days after receipt of written notice of the entry of the order." Rule 59(e), SCRPC (emphasis added). As stated by the S.C. Supreme Court:

In light of these authorities, we repeat that the ten-day deadline in Rule 59(e) is an absolute deadline. A trial court does not have the power to alter or amend a final order if more than ten days passes and no Rule 59(e) motion has been served, nor does a trial court have any power to grant the moving party an extension of time in which to file a Rule 59(e) motion. The failure to serve a Rule 59(e) motion within ten days of receipt of notice of entry of the order converts the order into a final judgment, and the aggrieved party's only recourse is to file a notice of intent to appeal.

Overland, Inc. v. Nance, 423 S.C. 253, 256–57, 815 S.E.2d 431, 433 (2018) (internal citations omitted).

Here, the Motion for Reconsideration was required to be served on Respondent no later than October 9, 2023. Although Appellant's Motion for Reconsideration was filed on October 9, 2023, it was not served on Respondent by that date, or ever. (10/23/23 Memo. in Opp. to Mot. for Reconsideration, p. 2) Because the Motion was untimely served, the Probate Court's denial must be affirmed. Moreover, due to its untimeliness, any argument raised for the first time in Appellant's Motion for Reconsideration should not be considered by this Court.

III. Appellant's argument that the Probate Court erred in refusing to remove "this matter" was not preserved for appellate review because it was neither raised to, nor ruled upon, by the Probate Court.

Appellant argues that the Probate Court erred in not removing "this matter" to Circuit Court. However, Appellant never moved to have the Petition for Appointment of Special

Administrator removed to Circuit Court. See S.C. Code Ann. § 62-1-302(d) (requiring a request for removal to be made by motion). Appellant's representation that his Answer to the Petition for Appointment of Special Administrator contained such a motion is disingenuous. As stated above, Appellant's Answer contains a breach of contract counterclaim alleging that Respondent has failed to repay a personal loan made to her by Appellant. (Answer, ¶¶ 47-51) Appellant's Answer further clarifies that it is only this breach of contract counterclaim that he sought to remove to Circuit Court.³ (Answer, ¶¶ 23-26) In fact, Appellant's prayer for relief not only specifies that it is the breach of contract matter he sought to have removed, it requests that the Probate Court rule upon the Petition for Appointment of Special Administrator:

WHEREFORE, Respondent having fully answered the Complaint [sic] of the Petitioner, asserted a counterclaim, and demanded a jury trial, Respondent requests this Court to:

- a. Grant its motion to transfer the breach of contract matter to the Circuit Court for a trial by jury;
- b. Alternatively, dismiss the petition to appoint a special administrator and transfer the legal counterclaim to circuit court;

(Answer, pp. 8-9)

The removal of the Petition for Appointment of Special Administrator was neither requested nor ruled upon and is not properly before this Court. See Wilder Corp. v. Wilke, 330 S.C. 71, 76, 497 S.E.2d 731, 733 (1998) ("It is axiomatic that an issue cannot be raised for the first time on appeal, but must have been raised to and ruled upon by the trial judge to be preserved for appellate review.") Appellant never made a motion to remove the Petition for Appointment of Special Administrator to Circuit Court, the transcript of the September 22, 2023, hearing on the

³ Respondent does not concede, and specifically denies, that Appellant's Answer and Counterclaims constitute a properly made Motion for Removal as to any cause of action.

Petition reflects that no such motion was made during that hearing, and the issue was likewise not raised in Appellant's Motion for Reconsideration (which, due to its untimeliness, should not be considered). Moreover, a review of the two orders appealed by Appellant contain no finding or ruling on the issue of removal. This argument was not preserved for appellate review.

Finally, even if Appellant had properly moved to have the Petition for Appointment of Special Administrator removed to Circuit Court, such motion would necessarily have been denied because the appointment of a special administrator is not a matter that is capable of being removed. The grounds on which a party may remove a proceeding from probate court to the circuit court are limited to the following:

- (1) formal proceedings for the probate of wills and for the appointment of general personal representatives;
- (2) construction of wills;
- (3) actions to try title concerning property in which the estate of a decedent or protected person asserts an interest;
- (4) matters involving the internal or external affairs of trusts as provided in Section 62-7-201, excluding matters involving the establishment of a "special needs trust" as described in Article 7;
- (5) actions in which a party has a right to trial by jury and which involve an amount in controversy of at least five thousand dollars in value; and
- (6) actions concerning gifts made pursuant to the South Carolina Uniform Transfers to Minors Act, Article 6, Chapter 5, Title 63.

See S.C. Code Ann. § 62-1-302(d).

A Petition for Appointment of Special Administrator does not fall within any of these categories. Subsections (2), (3), (4), and (6) clearly do not apply. Subsection (1) is not applicable because even though this is a formal proceeding, it is not for the probate of a will or for the appointment of a "general personal representative". See S.C. Code Ann. § 62-1-201(33) (defining

“general personal representative” to specifically exclude a special administrator).

IV. The Probate Court did not err “in failing to find that the named personal representative would not act, or could not act, prior to the appointment of a special administrator” because this issue was not before the Court nor was such a finding necessary.

In his Statement of Issues on Appeal, Appellant asserts that the Probate Court erred “in failing to find that the named personal representative would not act, or could not act, prior to the appointment of a special administrator”. (App. Brief, pp. iv, 9) However, the Probate Court was not required to make any finding as to Appellant’s suitability to serve as the Estate’s fiduciary as a prerequisite to appointing a special administrator. As stated above, the Probate Court’s Order for Appointment of Special Administrator was made pursuant to S.C. Code Ann. § 62-3-614(2). (9/27/23 Order, p. 4) That section provides:

A Special Administrator may be appointed:

(2) in a formal proceeding by order of the court on the petition of any interested person and finding, after notice and hearing, that appointment is necessary to preserve the estate or to secure its proper administration including its administration in circumstances where a general personal representative cannot or should not act. If it appears to the court that an emergency exists, appointment may be ordered without notice.

S.C. Code Ann. § 62-3-614(2). This section does not require a finding that a general personal representative cannot or should not act prior to the appointment of a special administrator. Moreover, even if it did, Appellant was not, and is not, the Personal Representative of the Estate. His appointment as such was discharged on January 19, 2022, due to his repeated failure to properly administer the Estate. (1/19/22 Order) The Probate Court’s appointment of a Special Administrator, based solely on its determination that such an appointment was necessary to preserve the Estate and secure its proper administration, was appropriate.

Appellant also argues that the Probate Court erred by failing to appoint him as Special

Administrator and neglecting to rule on his informal Application for Subsequent Administration (seeking reappointment as Personal Representative). These issues were not preserved for appellate review because they were not ruled upon and, to the extent they were raised in Appellant's Motion for Reconsideration, the same was untimely. See Rule 208(b)(1)(B), SCACR ("Ordinarily, no point will be considered which is not set forth in the statement of the issues on appeal."); see also Brown v. Odom, 425 S.C. 420, 436, 823 S.E.2d 183, 191 (Ct. App. 2019) (citing Rule 208(b)(1)(B) and determining an issue not included in the statement of issues on appeal was not preserved for appellate review).

In the instance that this Court is inclined to entertain any of these arguments, Respondent will address the same. Appellant argues that S.C. Code Ann. § 62-3-615 "commanded the probate court to appoint" him as Special Administrator because he was named as personal representative in the Will. Appellant's interpretation of that section is flawed:

§ 62-3-615. Special administrator; who may be appointed.

(a) If a special administrator is to be appointed *pending the probate of a will which is the subject of a pending application or petition for probate*, the person named executor in the will shall be appointed if available and qualified.

(b) In other cases, any proper person may be appointed special administrator.

S.C. Code Ann. § 62-3-615 (emphasis added). Appellant's argument is based on (a) but that subsection is inapplicable in this matter. That is because there was no pending application or petition for the probate of a will. Rather, the Decedent's Will was admitted to probate in 2019. As such, the Probate Court was free to appoint "any proper person."

V. The Probate Court did not err in "failing to find" that Appellant was unfit to serve as the Personal Representative.

Throughout this matter, Appellant has conflated the procedure and requirements for the appointment and/or removal of a personal representative with those concerning the appointment

of a special administrator. The Probate Court attempted to clarify the distinction between those two proceedings during the hearing on Appellant's Motion for Reconsideration, however, Appellant has refused to order a transcript of that hearing.

Appellant further speaks out of both sides of his mouth. He argues that the Probate Court erred in failing to make a finding as to his fitness to serve as Personal Representative, yet also complains that the Probate Court did find Appellant to be unfit. See Appellant's Brief, p. 13 (arguing the Probate Court "covertly [found] that Appellant was unfit and unable to serve"), pp. 13-14 (the Probate Court "effectively declared that [Appellant] was unfit to serve").

Regardless, and as set forth above, there was no need for the Court to make an express finding as to Appellant's fitness to serve as either Personal Representative or Special Administrator. Rather, the Court correctly concluded that Respondent's formal Petition for the Appointment of Special Administrator should be granted in order to preserve the Estate and ensure its proper administration.

Appellant argues that a Family Settlement Agreement compels his appointment as the Estate's fiduciary. (App. Brief, p. 15) This issue was not raised to the Probate Court, was not ruled upon by the Probate Court, and was not raised in his Statement of Issues on Appeal. Therefore, is not properly before this Court. For purposes of clarity, Respondent will address this argument. Appellant represents to this Court that Respondent "agreed that [Appellant] would serve as personal representative" in a Family Settlement Agreement dated February 21, 2019. This is a blatant misrepresentation of the terms of that Agreement. The Family Settlement Agreement, which is a public record and part of the Decedent's probate file, was entered for purposes of admitting a copy of the Decedent's Will when the original could not be located. (Fam. Sett. Agmt.) It merely reflects that Appellant was named Personal Representative in the Decedent's Will. It

does not contain a provision by which all parties agreed that Appellant was fit to serve or anything similar. Appellant goes on to argue that this Agreement was binding on the Probate Court, essentially restricting its ability to remove Appellant or refuse to reappoint him. This argument has no merit or legal support, as evidenced by the fact that the Probate Court previously discharged him as Personal Representative. Notably, Appellant did not appeal that order.

Appellant further argues that the Orders from which he has appealed “effect a permanent bar on [Appellant’s] ability to serve as Personal Representative in this Estate.” (App. Brief, p. 16) Again, this issue was not ruled upon, was not raised in his Statement of Issues on Appeal, and therefore, is not properly before this Court. Nevertheless, to illustrate the disingenuous nature of this appeal, it warrants mentioning that in the months following Appellant’s filing of the Notice of Intent to Appeal, he filed (and removed to this Court), a formal Petition for Appointment of Successor Personal Representative, again seeking to be appointed.⁴ Clearly, there is no “permanent bar”.

Finally, Appellant argues that the Probate Court “cannot remove a personal representative simply because of a disagreement or hostility between the parties.” This is a frivolous argument made in bad faith. Appellant is surely aware that his “removal” as Personal Representative is not at issue in this appeal. Again, he was removed as Personal Representative in 2022 and that order was not appealed.

VI. The appeal of the Motion for Reconsideration should be dismissed due to Appellant’s failure to order a transcript of the hearing as required by S.C. Code Ann. § 62-1-308(c).

Appellant’s failure to order a transcript of the hearing on his Motion for Reconsideration requires that his appeal of the Order Denying Motion for Reconsideration be dismissed. S.C. Code

⁴ This Petition was denied by the Circuit Court.

Ann. § 62-1-308(c) commands:

Where a transcript of the testimony and proceedings in the probate court was prepared, the appellant shall, within ten days after the date of service of the notice of intention to appeal, make satisfactory arrangements with the court or court reporter for furnishing the transcript.

This was not done, despite counsel for Respondent reminding counsel for Appellant that he was required to obtain the transcript of that hearing. See Laser Supply & Servs., Inc. v. Orchard Park Assocs., 382 S.C. 326, 332, 676 S.E.2d 139, 143 (Ct. App. 2009) (noting the Court's dismissal of an appeal for failure to comply with the requirement that the appellant order a transcript of the proceedings in the lower court).

CONCLUSION

This appeal is yet another attempt by Appellant to keep the courts and the devisees of the Estate from being apprised of the location, amount, and past expenditures of Estate funds and assets. Appellant continues to maintain possession of nearly \$1,500,000 belonging to the Estate and is desperately litigating in bad faith to prevent relinquishing control of those funds. The Estate's probate file establishes beyond any doubt that, despite being given extension after extension, Appellant refused, or was incapable of, properly administering the Estate when given the opportunity from 2019-2022. The Probate Court's determination that a special administrator is necessary to secure the Estate's assets and ensure its proper administration was absolutely warranted and must be affirmed.

[SIGNATURE ON FOLLOWING PAGE]

Respectfully Submitted,

/s/ Elizabeth J. Palmer

Elizabeth J. Palmer (SC Bar #73680)

Saxton & Stump, LLC

151 Meeting St., Suite 400

Charleston, SC 29401

(843) 414-5080

ep@saxtonstump.com

Attorneys for Respondent Laura V. Jones,
as Trustee of the Laura V. Jones Trust

May 8, 2024
Charleston, SC

FORM 4

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON
IN THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE

CASE NO. 2024CP100598

Laura V Jones

Bayard Scott Pickett Jr.
PLAINTIFF(S)

The Kathleen E Anderson Trust, et al
DEFENDANT(S)

Submitted by:

Attorney for : ☐ Plaintiff ☐ Defendant
or
☐ Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

- ☐ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- ☒ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered. ☒ See Page 2 for additional information.
- ☐ **ACTION DISMISSED** (*CHECK REASON*): ☐ Rule 12(b), SCRCP; ☐ Rule 41(a), SCRCP (Vol. Nonsuit); ☐ Rule 43(k), SCRCP (Settled); ☐ Other
- ☐ **ACTION STRICKEN** (*CHECK REASON*): ☐ Rule 40(j), SCRCP; ☐ Bankruptcy; ☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other
- ☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT** (*CHECK APPLICABLE BOX*):
☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: ☐ See attached order (formal order to follow) ☒ Statement of Judgment by the Court:

ORDER INFORMATION

This order ☐ ends ☒ does not end the case.

Additional Information for the Clerk : See page 2 for additional information. Formal Order to follow.

INFORMATION FOR THE JUDGMENT INDEX

Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
N/A		\$
		\$
		\$
If applicable, describe the property, including tax map information and address, referenced in the order:		

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest

SCRCP Form 4C (03/2013)

	2132	
Circuit Court Judge	Judge Code	Date

For Clerk of Court Office Use Only

This judgment was entered on the day of , 20 and a copy mailed first class or
placed in the appropriate attorney's box on this day of , 20 to attorneys of record or
to parties (when appearing pro se) as follows:

ATTORNEY(S) FOR THE PLAINTIFF(S)	ATTORNEY(S) FOR THE DEFENDANT(S)
	CLERK OF COURT

Court Reporter:

**ADDITIONAL INFORMATION REGARDING DECISION BY THE COURT AS REFERENCED ON
PAGE 1.**

This matter came before the Court as an appeal from an order appointing a Special Administrator of an estate. The appointment of the Special Administrator was challenged claiming that the Probate Judge erred in making the appointment because he should have appointed the person originally appointed to serve as the personal representative who had been designated in the deceased's will. After considering the arguments presented, this Court is not inclined to rule the probate judge erred in making the appointment. In reviewing the Order making the appointment of the Special Administrator, the judge provided factual findings that justified the need of the appointment of a special administrator. The order was challenged because it did not state a reason to disregard the personal representative. In reading the order, the factual basis for needing the special administrator can be read as the same reasons for not appointing the person named in the will. The order stops short, however, of making a finding that the person named in the will should not be appointed as the new personal representative. Appellant claims without such a finding, the order is defective as a matter of law, the respondent disagrees and asserts that such a finding is not necessary.

After considering the arguments presented, this Court decision is to remand this matter to the Probate Court for clarification as to whether the reasons stated for needing a Special Administrator are the same reasons for not appointing the former Personal Representative.



Charleston Common Pleas

Case Caption: Bayard Scott Pickett Jr VS Laura V Jones , defendant, et al

Case Number: 2024CP1000598

Type: Order/Form 4

IT IS SO ORDERED

s/ J. Mark Hayes, II #2132

Electronically signed on 2024-09-13 15:59:20 page 3 of 3

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
COUNTY OF CHARLESTON) CASE NO: 2024-CP-10-01509

IN THE MATTER OF:
VERONIQUE W. PICKETT
BAYARD SCOTT PICKETT, JR.,

Petitioner/Plaintiff,

v.

LAURA V. JONES, AS TRUSTEE
OF THE LAURA V. JONES TRUST
AS ESTABLISHED BY THE WILL
OF VERONIQUE H.W. PICKETT
DATED MARCH 31, 1999, AND AS
TRUSTEE OF THE KATHLEEN E.
ANDERSON TRUST AS
ESTABLISHED UNDER THE WILL
OF VERONIQUE H.W. PICKETT
DATED MARCH 31, 1999,

Respondents/Defendants.

v.

KATHLEEN E. ANDERSON aka
KATHLEEN ELIZABETH
ANDERSON, in
her individual capacity.

Party in Interest/Counterclaimant.

PETITIONER’S MEMORANDUM IN
OPPOSITION TO MOTION
TO DISMISS APPEAL

This matter came before the Court on the Motion by Laura Jones to dismiss the above appeal as interlocutory. The motion should be denied for the following reasons: 1) The probate court was without the jurisdiction to issue the Order being appealed in this matter. Specifically, the order granting the same relief was issued on February 8, 2024, and was already under appeal in Charleston County case number 2024-CP-10-00598; 2) Appellate jurisdiction was with the Circuit Court on all matters being appealed per Rule 205 and 241(a); and 3) the Order being appealed is a final Order and reviewable per S.C. Code Ann. §14-3-330.

On February 2, 2024, the initial order appointing a special administrator was appealed in case number 2024-CP-10-00598. (Exhibit 1). Six days later, the probate court issued a new order, on February 8, 2024, directing the same relief as the initial order being appealed. (Exhibit 2). This Order was appealed in 2024-CP-10-00921 and is currently on appeal before the South Carolina Court of Appeals.¹ The notice of appeal for that order was filed with this court on February 20, 2024.² Twenty (20) days after the appeal in case number 2024-CP-10-00921 was filed, the probate court on March 12, 2024, issued a new order which is the subject of this appeal. (Exhibit 3) Prior to the Court's order, Respondent filed a motion to lift the automatic stay. Thereafter, the probate court issued an Order lifting the stay and directing the special administrator to continue to serve in his capacity and directed the parties to act.

I. THE PROBATE COURT LACK JURISDICTION PER RULE 205/241 TO ISSUE THE MARCH 12, 2024 ORDER.

South Carolina Appellate Court Rules, hereinafter (SCACR) 205 and Rule 241(a) prohibited the probate Court from issuing an order concerning a matter on appeal. Rule 205, SCACR, provides the appellate court with exclusive jurisdiction over matters on appeal. The lower court may only proceed with matters not affected by the appeal. Rule 241 SCACR, in governing matters which are stayed while on appeal, provides:

"As a general rule, the service of a notice of appeal in a civil matter act to automatically stay matters decided in the order on appeal, and to automatically stay the relief ordered in the

¹ 2024-001074.

appealed order, judgment, or decree. This automatic stay continues in effect for the duration of the appeal unless lifted by order of the trial judge, appellate court, or judge or justice thereof. The lower court retains jurisdiction over matters not affected by the appeal including the authority to enforce any matters not stayed by the appeal. The South Carolina Supreme Court has held that under Rule 205 and the last sentence of the above-quoted portion of Rule 241, the lower court may not act or issue orders that affect an issue on appeal. Under Rule 241, the lower court may act only to enforce matters not stayed by the appeal. *Arnal v. Frasier*, 641 S.E.2d 419, 371 S.C. 512 (S.C. 2007)

Here, at that moment the notice of appeal was filed and served in 2024-CP-10-00591, the probate court lost jurisdiction to issue further orders concerning specific matters being appealed; however, the probate court had jurisdiction to issue an order for a matter “not affected by the appeal.” The appointment of a special administrator is the specific issue on appeal. While the probate Court granted a motion to lift the automatic stay, the Order directed the parties to recognize the existence of the special administrator despite that exact issue being reviewed on appeal in 2024-CP-10-00591. As the authority of the special administrator was on appeal, the Order confirming or affirming the probate court’s prior ruling is off-limits for the probate court per SCAR 241.

For the above reasons, the probate court’s order dated March 12, 2024, concerning the appointment of a special administrator and all subsequent Orders concerning the special administrator were and are void ab initio.

II. **S.C. CODE ANN. § 14-3-330 PROVIDES A BASIS TO DENY THIS MOTION TO DISMISS.**

S.C. Code Ann. § 14-3-330 serves as an independent basis to withstand this motion to dismiss. In general, only final orders are appealable, notwithstanding subject matter jurisdiction issues. See *Fulmer v. Cain*, 380 S.C. 466, 670 S.E.2d 652 (2008) (holding only final orders from the probate court are appealable under section 62-1-308).” *Dorn v. Cohen*, 809 S.E.2d 53, 421 S.C. 517 (S.C. 2017); however. S.C. Code Ann. § 14-3-330 provides support for appellate review for certain interlocutory orders.

An interlocutory order not governed by a specialized appealability statute is not

immediately appealable unless it fits into one of the categories listed in S.C. Code Ann. §14-3-330 of the South Carolina Code (1976 & Supp. 2009) *Ex Parte Capital U-Drive-It, Inc.*, 369 S.C. 1, 6, 630 S.E.2d 464, 467 (2006)). An interlocutory order can be appealed if the Order affects a substantial right. S.C. Code Ann. §14-3-330(2)(c). The appointment of a special administrator is a substantial right. The Supreme Court in *Ex Parte Small*, 69 S.C. 43, 46, 48 S.E. 40, 41 (1904) that a wife had a substantial right to be appointed as a special administrator and thus allow review of a non-final order. Here, the appointment of a special administrator is a substantial right and final order. As such, this Court can review the March 12, 2024 order of the probate court.

CONCLUSION

For the foregoing reasons, Appellant respectfully requests that Respondent's motion to dismiss be denied.

September 23, 2024

s/ Paul B. Ferrara, III

Paul B. Ferrara, III
SC Bar No. 70511
8887 Old University Blvd., Ste 201
North Charleston, SC 29406
(843) 569-5511/ (843) 569-5411 fax
paul@ferraralawfirm.net
Attorney for Bayard Scott Pickett, Jr.

THE STATE OF SOUTH CAROLINA
IN THE COURT OF COMMON PLEAS

Appeal from Charleston County
Probate Court

David L. Michel, Associate Judge of Probate

Probate Case No. 2019-ES-10-00394
Appellate Case No.: 2024-CP-10-01509

In re: Veronique W. Pickett Estate

Bayard Scott Pickett, Jr.,..... Appellant,

v.

Laura V. Jones, as Trustee of the Laura V. Jones Trust as Established by the Will of
Veronique H.W. Pickett Dated March 31, 1999 and as Trustee of the Kathleen E.
Anderson Trust as Established under the Will of Veronique H.W. Pickett Dated March
31,1999..... Respondents.

ORDER DISMISSING APPEAL

THIS MATTER comes before the Court upon a Motion to Dismiss Appeal filed with this Court on April 2, 2024, by Respondent Laura V. Jones, in her capacity as the Trustee of the Laura V. Jones Trust as established by the Will of Veronique W. Pickett dated March 31, 1999.

Present at the hearing were Elizabeth J. Palmer, Esquire, attorney for Respondent Laura V. Jones, Appellant Bayard Scott Pickett, Jr., and his attorney, Paul B. Ferrara, III, Esquire, and Eric B. Laquiere, Esquire, attorney for Katherine E. Anderson.

FINDINGS OF FACT AND CONCLUSIONS OF LAW

- 1) This is an appeal from Charleston County Probate Court. The Decedent, Veronique

W. Pickett, died on December 18, 2018. Appellant Pickett was initially appointed as Personal Representative of the Estate. However, the Probate Court discharged Appellant and administratively closed the Estate on January 19, 2022.

2) On February 8, 2024, the Probate Court entered an Order for Appointment of a Temporary Special Administrator. This Order specified that the Temporary Special Administrator was to open an Estate account and collect and hold all Estate assets. It also ordered Appellant Pickett to provide certain financial information and Estate assets to the Temporary Special Administrator. Appellant Pickett appealed this Order (C/A No. 2024-CP-10-00921).

3) Following Appellant's appeal of the Order for Appointment of a Temporary Special Administrator, Respondent Jones filed a Motion to Lift Any Applicable Stay in the Probate Court, asking the Probate Court to lift any stay that may have resulted from Appellant's appeal.

4) On March 12, 2024, the Probate Court entered its Order Lifting Any Applicable Stay. Appellant Pickett appealed this Order by Notice of Intent to Appeal filed on March 20, 2024. It is this appeal that is presently before this Court.

5) An order lifting a stay is not immediately appealable. See Carolina Water Serv., Inc. v. Lexington Cnty. Joint Mun. Water & Sewer Comm'n, 373 S.C. 96, 98, 644 S.E.2d 681, 682 (2007); Edwards v. SunCom, 369 S.C. 91, 631 S.E.2d 529 (2006) (holding order lifting stay not immediately appealable and dismissing appeal of same).

6) Appellant Pickett argues that the Order Lifting Any Applicable Stay contains findings and directives that go beyond those imposed by the Order for Appointment of a Temporary Special Administrator, and thus the Order Lifting Any Applicable Stay should not be viewed as simply an order lifting a stay.

7) This Court has reviewed the Order Lifting Any Applicable Stay and concludes that

its directives do no more than reiterate those directives contained within the Order for Appointment of a Temporary Special Administrator. As such, the Order Lifting Any Applicable Stay is subject to the well-established precedent that orders lifting stays are not immediately appealable.

8) Therefore, the Order Lifting Any Applicable Stay is not immediately appealable and Respondent Jones' Motion to Dismiss Appeal is GRANTED.

NOW THEREFORE, IT IS ORDERED that Respondent Jones' Motion to Dismiss Appeal is GRANTED; and

IT IS FURTHER ORDERED that this appeal is dismissed and the matter is remanded to the Charleston County Probate Court for further proceedings.

AND IT IS SO ORDERED!

Judge Dale E. Van Slambrook

October 21, 2024
Charleston, SC

**STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON
IN THE COURT OF COMMON PLEAS**

JUDGMENT IN A CIVIL CASE

CASE NO. 2024 CP-10-01509

BAYNARD SCOTT PICKETT, JR.

LAURA V. JONES, as Trustee of the Laura V. Jones Trust as Established by the Will of Veronique H.W. Pickett Dated March 31, 1999 and as Trustee of the Kathleen E. Anderson Trust as Established under the Will of Veronique H.W. Pickett Dated March 31, 1999.

APPELLANT(S)

RESPONDENT(S)

Submitted by: The Court.

Attorney for : ☐ Plaintiff ☐ Defendant
or
☐ Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

- ☐ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- ☒ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered. ☐ See Page 2 for additional information.
- ☐ **ACTION DISMISSED** (CHECK REASON): ☐ Rule 12(b), SCRPC; ☐ Rule 41(a), SCRPC (Vol. Nonsuit); ☐ Rule 43(k), SCRPC (Settled); ☐ Other
- ☐ **ACTION STRICKEN** (CHECK REASON): ☐ Rule 40(j), SCRPC; ☐ Bankruptcy; ☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other
- ☐ **STAYED DUE TO BANKRUPTCY**
- ☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT** (CHECK APPLICABLE BOX):
☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: ☐ See attached order (formal order to follow) ☒ Statement of Judgment by the Court:

See attached formal Order.

ORDER INFORMATION

This order ☒ ends ☐ does not end the case.

Additional Information for the Clerk :

INFORMATION FOR THE JUDGMENT INDEX

Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)

		\$
		\$
		\$
If applicable, describe the property, including tax map information and address, referenced in the order:		

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk.

Note: Title abstractors and researchers should refer to the official court order for judgment details.

E-Filing Note: In E-Filing counties, the Court will electronically sign this form using a separate electronic signature page.

_____	2781	_____
Circuit Court Judge	Judge Code	Date

For Clerk of Court Office Use Only

This judgment was entered on the _____ day of _____, 20____ and a copy mailed first class or placed in the appropriate attorney's box on this _____ day of _____, 20____ to attorneys of record or to parties (when appearing pro se) as follows:

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

CLERK OF COURT

Court Reporter:

E-Filing Note: In E-Filing counties, the date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgement to parties who are not E-Filers or who are appearing pro se. See Rule 77(d), SCRCP.

ADDITIONAL INFORMATION REGARDING DECISION BY THE COURT AS REFERENCED ON PAGE 1.

This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.



Charleston Common Pleas

Case Caption: Bayard Scott Pickett Jr , plaintiff, et al VS Laura V Jones , defendant, et al
Case Number: 2024CP1001509
Type: Order/Dismissal

And It Is So Ordered!

s/Dale E. Van Slambrook S.C. Circuit Court Judge
#2781

Electronically signed on 2024-10-21 16:00:08 page 7 of 7

THE STATE OF SOUTH CAROLINA
IN THE COURT OF COMMON PLEAS

Appeal from Charleston County
Probate Court

David L. Michel, Associate Judge of Probate

Probate Case No.: 2019-ES-10-00394
Appellate Case No.: 2024-CP-10-01509

In re: Veronique W. Pickett Estate,

Bayard Scott Pickett, Jr.,.....Appellant,

v.

Laura V. Jones, as Trustee of the Laura V. Jones Trust as Established by the Will of Veronique H.W. Pickett Dated March 31, 1999 and as Trustee of the Kathleen E. Anderson Trust as Established under the Will of Veronique H.W. Pickett Dated March 31, 1999.....Respondents.

APPELLANT’S MOTION TO RECONSIDER ORDER DATED 10/21/24

PLEASE TAKE NOTICE that on the Tenth (10th) day following service hereof, or as soon thereafter as may be heard, the Appellant, Bayard Scott Pickett, Jr., by and through his undersigned attorney, Paul B. Ferrara, III, will move before your honor for an Order pursuant to Rule 59(e) of the South Carolina Rules of Civil Procedure vacating the Order Dismissing Appeal in the above captioned case. (A copy is attached as Exhibit 1). Counsel articulated these issues in Court, and by way of memorandum, and respectfully requests your honor to rule upon the following issues raised, but not addressed, in the October 21, 2024 Order. The motion to reconsider is based upon the following points of law as elicited below:

- I. The Court held that the March 12, 2024, Order Lifting Any Applicable Stay, was not appealable because it was interlocutory, but failed to address Mr. Pickett's assertion that the Order is final under *Ex Parte Small* and thus ripe for review.

The March 12, 2024, Order lifting any applicable stay is reviewable as a final order under South Carolina law. Although interlocutory orders typically cannot be appealed, they may be challenged if they affect a substantial right. Under *Fulmer v. Cain*, the South Carolina Code permits appeals only from final probate court orders. *See also* S.C. Code Ann. § 62-1-308, 380 S.C. 466, 670 S.E.2d 652 (2008). Although the South Carolina Probate Code (SCPC) originally adopted the Uniform Probate Code (UPC) in 1980, significant amendments in 2013 took effect January 1, 2014, further clarifying matters of finality in probate proceedings.¹

SCPC explicitly treats the appointment of a special administrator as equivalent to that of a personal representative. Under S.C. Code Ann. § 62-3-107(4), “a proceeding for appointment of a personal representative is concluded by an order making or declining the appointment.” This section, derived verbatim from UPC § 3-107, conclusively renders an order regarding the appointment of a special administrator as a final and appealable order under § 62-1-308. Moreover, SCPC § 62-3-107(1) states, “each proceeding before the [probate court] is independent of any other proceeding involving the same estate,” further affirming the distinct finality of each appointment proceeding.

While § 62-3-107(4) refers to a “personal representative,” SCPC § 62-1-201(33) clarifies that this term encompasses “special administrator” and all similar roles. Specifically, § 62-1-201(33) defines a personal representative as including a “special administrator,” reinforcing that § 62-3-107(4) applies to both. This interpretation was affirmed in *Fisher on behalf of estate of Shaw-Baker v. Huckabee*, 422 S.C. 234, 240, 811 S.E.2d 739, 742 (2018), which relied on the SCPC’s

¹ Eighteen states, including Nebraska, have adopted the UPC in its entirety, providing valuable interpretative insights regarding the finality of appointing special administrators.

plain language and legislative intent. Notably, the Supreme Court held that an appointment for a special administrator and reviewable.

Additionally, other states interpreting the UPC had definitively held that an order appointing a special administrator is final once the appoint has been made. The Nebraska Supreme Court, which has also adopted the UPC, has held that probate orders concluding discrete phases are final. In *In re Estate of Severson*, the court held that a probate order “end[ing] a discrete phase of the probate proceeding” constitutes a “final order.” 310 Neb. 982, 970 N.W.2d 94, 101 (2022); see also *In re Estate of McKillip*, 284 Neb. 367, 820 N.W.2d 868 (2012). Here, the order appointing C. Mac Gibson as a special administrator terminated a discrete phase of the Veronique W. Pickett Estate’s probate, directly preventing the Appellant—named personal representative both by will and family agreement—from serving in that role, in violation of SCPC provisions.

The appointment of a special administrator significantly impacts substantial rights, as affirmed in *Ex Parte Small*, where it was determined that a party has a substantial right to such an appointment, permitting review of a non-final order. *Small*, 69 S.C. 43, 46, 48 S.E. 40, 41 (1904). The Appellant contends that the March 12, 2024, Order infringes upon their substantial right to be appointed as administrator, which establishes grounds for its review as a final order.

II. **The Court failed to address Appellant’s assertion that South Carolina Appellate Court Rule 241(c)(2) which states that a judge or justice of the appellate court should consider whether an order is necessary to prevent a contested issue from becoming moot.**

Under South Carolina Appellate Court Rule 241(c)(2), the Appellate Court should consider whether such order is necessary “to prevent a contested issue from becoming moot.” Here, Appellant has appealed the Order dated March 12, 2024, to prevent the appoint of a temporary

special administrator. If the automatic stay is lifted, Appellant's contested issue with the appointment of a special administrator, as was asserted in appeal 2024-CP-10-00598, will be moot. The record below fails to make findings of fact that address the trial court's weighing of South Carolina Appellate Court Rule 241 prior to ruling on the propriety of the automatic stay.

WHEREFORE, Appellant prays that this Court reconsider its Order dated October 21, 2024, and set a new hearing so this Court can make a fully informed decision of the merits of the Appeal.

October 29, 2024

FERRARA LAW FIRM, PLLC
/s/ Paul B. Ferrara, III
Paul B. Ferrara, III
8887 Old University Blvd.
North Charleston SC 29406
8435695511 / 8435695411 fax
SC Bar No.: 70511
paul@ferraralawfirm.net
Attorney for Appellant

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON
IN THE COURT OF COMMON PLEAS

FORM 4

JUDGMENT IN A CIVIL CASE

CASE NO. 2024CP1000598

Bayard Scott Pickett Jr.

Laura V Jones, et al.

PLAINTIFF(S)

DEFENDANT(S)

Submitted by:

Attorney for : ☐ Plaintiff ☐ Defendant
or
☐ Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

- ☐ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- ☒ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered. ☒ See Page 2 for additional information.
- ☐ **ACTION DISMISSED** (CHECK REASON): ☐ Rule 12(b), SCRCP; ☐ Rule 41(a), SCRCP (Vol. Nonsuit); ☐ Rule 43(k), SCRCP (Settled); ☐ Other
- ☐ **ACTION STRICKEN** (CHECK REASON): ☐ Rule 40(j), SCRCP; ☐ Bankruptcy; ☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other
- ☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT** (CHECK APPLICABLE BOX):
☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: ☐ See attached order (formal order to follow) ☒ Statement of Judgment by the Court:

ORDER INFORMATION

This order ☐ ends ☒ does not end the case.
Additional Information for the Clerk : See page 2 for additional information. Formal Order to follow.

INFORMATION FOR THE JUDGMENT INDEX

Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
N/A		\$
		\$
		\$

If applicable, describe the property, including tax map information and address, referenced in the order:

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk.
Note: Title abstractors and researchers should refer to the official court order for judgment details.

	2132	
Circuit Court Judge	Judge Code	Date

For Clerk of Court Office Use Only

This judgment was entered on the _____ day of _____, 20____ and a copy mailed first class or placed in the appropriate attorney's box on this _____ day of _____, 20____ to attorneys of record or to parties (when appearing pro se) as follows:

ATTORNEY(S) FOR THE PLAINTIFF(S)	ATTORNEY(S) FOR THE DEFENDANT(S)
	CLERK OF COURT

Court Reporter:

ADDITIONAL INFORMATION REGARDING DECISION BY THE COURT AS REFERENCED ON PAGE 1.

Lawyers

Thank you all while I reviewed the respondent's motion to reconsider and appellant's response. I appreciate being provided a copy of the motion and the response to the motion. Compliance with subsection (g) of Rule 59 has allowed me to have timely access to information used at the earlier hearing.

In accordance with 59(f) I am exercising my discretion to rule on the present motion without arguments. I ask that respondent's attorney prepare a brief formal order altering my prior form 4 ruling wherein the appointment of the Special Administrator made by the probate judge will be affirmed. Please note in the order my prior inclination to conclude that the probate judge did not err in making the appointment and my conclusion that the probate judge's order set forth his justification for making the appointment. My prior decision to remand the matter back to the probate judge was not correct and should be altered to reflect that the probate judge is not required to further justify his reason under section 62-3-310.

I note that the federal citations to explaining the role of a Rule 59(e) are accurate but, in the state system, our supreme court takes a slightly different approach with 59(e) motions. The "highly unusual
 SCRCF Form 4C (03/2013)

Page 2

circumstance” language has not been embraced on the state level. The issue raised by respondent in its motion, is properly before this court for consideration. The issue is one that was over looked and not considered when the prior ruling was made.

Again, thank you all for your patience while I reviewed the motion.



Charleston Common Pleas

Case Caption: Bayard Scott Pickett Jr VS Laura V Jones , defendant, et al

Case Number: 2024CP1000598

Type: Order/Form 4

IT IS SO ORDERED

s/ J. Mark Hayes, II #2132

Electronically signed on 2024-12-02 11:04:17 page 4 of 4

THE STATE OF SOUTH CAROLINA
IN THE COURT OF COMMON PLEAS

Appeal from Charleston County
Probate Court

David L. Michel, Associate Judge of Probate

Probate Case No. 2019-ES-10-00394
Appellate Case No.: 2024-CP-10-01509

In re: Veronique W. Pickett Estate

Bayard Scott Pickett, Jr.,..... Appellant,

v.

Laura V. Jones, as Trustee of the Laura V. Jones Trust as Established by the Will of
Veronique H.W. Pickett Dated March 31, 1999 and as Trustee of the Kathleen E.
Anderson Trust as Established under the Will of Veronique H.W. Pickett Dated March
31,1999..... Respondents.

ORDER DENYING MOTION TO RECONSIDER

THIS MATTER comes before the Court upon Appellant’s Motion to Reconsider filed on October 31, 2024. On October 21, 2024, this Court issued an Order dismissing Appellant’s appeal of the Charleston County Probate Court’s Order Lifting Any Applicable Stay. Appellant now asks the Court to reconsider its ruling in that Order.

The basis of Appellant’s Motion to Reconsider is grounded in two arguments: (1) the Court failed to address Appellant’s assertion that the Probate Court’s Order is final under *Ex Parte Small*, 69 S.C. 43, 46, 48 S.E. 40, 41 (1904); and (2) the Court failed to address Appellant’s assertion that Rule 241(c)(2) of the South Carolina Appellate Court Rules states that

a judge or justice of the appellate court should consider whether an order is necessary to prevent a contested issue from becoming moot.

DISCUSSION

I. Appellant's assertion that the Probate Court's Order is final under *Ex Parte Small*

The Court has fully reviewed and considered this matter based upon the case law set forth in *Ex Parte Small*. Appellant's argument seemingly conflates this appeal of the Order Lifting Any Applicable Stay with the appeal of the Order Appointing Temporary Special Administrator. Appellant's argument centers around his contention that an order appointing a temporary special administrator is a final order. Simply put, the Order in this case which was appealed was not an order of appointment of a temporary special administrator; the Order was an order lifting a stay which is not immediately appealable.

Therefore, in consideration of the above, Appellant's motion to reconsider is denied on this ground.

II. Appellant's assertion that the Court failed to appropriately address Rule 241(c)(2), SCACR in issuing its Order Lifting Stay.

Rule 241(c)(2) applies to the determination of whether or not to issue a stay or lift an automatic stay in the first instance. That is not the issue that was before this Court. Before this Court was Respondent Jones' Motion to Dismiss Appeal, which concerned the appealability of the Order Lifting Any Automatic Stay, not the merits of that Order. This Court is not required to address Rule 241(c)(2), SCACR.

Therefore, in consideration of the above, Appellant's motion to reconsider is denied on this ground.

CONCLUSION

The Court orders that Appellant's Motion to Reconsider filed October 31, 2024 is denied.

AND IT IS SO ORDERED!

The Honorable Dale E. Van Slambrook

January _____, 2025
Moncks Corner, South Carolina

Form -4

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON
IN THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE**CASE NO. 2024-CP-10-01509**

BAYARD SCOTT PICKETT, JR

LAURA V. JONES, et al

APPELLANT(S)

RESPONDENT(S)

Submitted by: The Court.

Attorney for : ☐ Plaintiff ☐ Defendant
or
☐ Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

- ☐ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- ☒ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered. ☐ See Page 2 for additional information.
- ☐ **ACTION DISMISSED** (CHECK REASON): ☐ Rule 12(b), SCRPC; ☐ Rule 41(a), SCRPC (Vol. Nonsuit); ☐ Rule 43(k), SCRPC (Settled); ☐ Other
- ☐ **ACTION STRICKEN** (CHECK REASON): ☐ Rule 40(j), SCRPC; ☐ Bankruptcy; ☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other
- ☐ **STAYED DUE TO BANKRUPTCY**
- ☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT** (CHECK APPLICABLE BOX): ☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: ☐ See attached order (formal order to follow) ☒ Statement of Judgment by the Court:

See attached formal Order.

ORDER INFORMATIONThis order ☒ ends ☐ does not end the case.

Additional Information for the Clerk :

INFORMATION FOR THE JUDGMENT INDEX

Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
N/A		\$
		\$

		\$
If applicable, describe the property, including tax map information and address, referenced in the order:		

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk.

Note: Title abstractors and researchers should refer to the official court order for judgment details.

E-Filing Note: In E-Filing counties, the Court will electronically sign this form using a separate electronic signature page.

	2781	
_____ Circuit Court Judge	_____ Judge Code	_____ Date

For Clerk of Court Office Use Only

This judgment was entered on the _____ day of _____, 20____ and a copy mailed first class or placed in the appropriate attorney's box on this _____ day of _____, 20____ to attorneys of record or to parties (when appearing pro se) as follows:

_____	_____
_____	_____
_____ ATTORNEY(S) FOR THE PLAINTIFF(S)	_____ ATTORNEY(S) FOR THE DEFENDANT(S)
	_____ CLERK OF COURT

Court Reporter:

E-Filing Note: In E-Filing counties, the date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgement to parties who are not E-Filers or who are appearing pro se. See Rule 77(d), SCRCP.

ADDITIONAL INFORMATION REGARDING DECISION BY THE COURT AS REFERENCED ON PAGE 1.

This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.



Charleston Common Pleas

Case Caption: Bayard Scott Pickett Jr , plaintiff, et al VS Laura V Jones , defendant, et al

Case Number: 2024CP1001509

Type: Order/Other

And It Is So Ordered!

s/Dale E. Van Slambrook S.C. Circuit Court Judge
#2781

Electronically signed on 2025-01-10 10:27:12 page 7 of 7

THE STATE OF SOUTH CAROLINA
IN THE COURT OF COMMON PLEAS

Appeal from Charleston County
Probate Court

David L. Michel, Associate Judge of Probate

Probate Case No. 2019-ES-10-00394
Appellate Case No.: 2024-CP-10-00598

In re: Veronique W. Pickett

Bayard Scott Pickett, Jr.,..... Appellant,

v.

Laura V. Jones, as Trustee of the Laura V. Jones Trust as Established by the Will of
Veronique H.W. Pickett Dated March 31, 1999 and as Trustee of the Kathleen E.
Anderson Trust as Established under the Will of Veronique H.W. Pickett Dated March
31,1999..... Respondents.

ORDER GRANTING MOTION FOR RECONSIDERATION

This matter, an appeal from Charleston County Probate Court, came before the Court on the Motion for Reconsideration filed by Respondent Laura V. Jones, as Trustee of the Laura V. Jones Trust as Established by the Will of Veronique H.W. Pickett Dated March 31, 1999 (“Respondent”), on September 16, 2024. The Motion seeks reconsideration of this Court’s Order, entered September 16, 2024, deciding Appellant’s appeal of the probate court’s September 27, 2023, Order for Appointment of Special Administrator.

For the reasons set forth below, the Motion for Reconsideration is **GRANTED**, the

Charleston County Probate Court's Order for Appointment Special Administrator, dated September 27, 2023, is **AFFIRMED**.

PROCEDURAL HISTORY

This is an appeal from the Charleston County Probate Court and concerns the Estate of Veronique W. Pickett ("Estate"). Appellant Bayard Scott Pickett, Jr. ("Appellant"), the son of the Decedent, was initially appointed as Personal Representative of the Estate on or about March 11, 2019. Following Appellant's failure to file the documents required to administer the Estate after being granted multiple extensions, the probate court administratively closed the Estate and discharged Appellant as Personal Representative by order entered on January 19, 2022.

Appellant filed an informal Application for Subsequent Administration on May 19, 2023, seeking to be reappointed as Personal Representative. Respondent, a devisee of the Estate, filed an Objection to the Application on May 31, 2023. On June 27, 2023, Respondent filed a formal Petition for Appointment of Special Administrator which was verified by Respondent.

Following a duly-noticed hearing, the probate court granted Respondent's Petition and issued an Order for Appointment of Special Administrator on September 27, 2023, finding, pursuant to S.C. Code Ann. § 62-3-614(2), "that the appointment of a Special Administrator is necessary to preserve the Estate and to secure its proper administration."

On October 9, 2023, Appellant filed a Motion to Reconsider, asking the probate court to reconsider its appointment of a Special Administrator. However, Appellant failed to timely serve the Motion to Reconsider on Respondent. A hearing on the Motion to Reconsider was held by the probate court on January 16, 2024. By Order entered on January 24, 2024, the probate court denied the Motion to Reconsider, determining, in part, that it was not timely served on Respondent.

By Notice of Intent to Appeal filed on February 2, 2024, Appellant appealed the Order for Appointment of Special Administrator and the Order Denying Motion for Reconsideration to this Court. Appellant timely served Respondent with the Notice of Intent on February 2, 2024.

The appeal came before this Court for a hearing on September 13, 2024. Appellant argued that the probate court erred in appointing a Special Administrator without first making a finding that Appellant, who was nominated in the Decedent's Will to serve as Personal Representative, was unfit to serve in that capacity.

By Order entered on September 16, 2024, this Court held that it was not inclined to assign error to the probate court's appointment of a Special Administrator and that the probate court's factual findings justified that appointment. However, this Court also ruled that the matter should be remanded to the probate court for it to make findings as to Appellant's Application for Subsequent Administration and, specifically, as to Appellant's fitness to serve as Personal Representative.

Respondent filed a Motion for Reconsideration on September 16, 2024, arguing that remand was not appropriate and that the probate court was within its discretion to appoint a Special Administrator without first making specific findings as to Appellant's Application or his fitness to serve as Personal Representative. Appellant filed a Memorandum in Support of Denying Respondent Laura V. Jones's Motion for Reconsideration Pursuant to Rule 59(e) on September 17, 2024. This Court has reviewed the pleadings and appellate briefs on file, the Record on Appeal, and now rules without holding a hearing pursuant to Rule 59(f).

STANDARD OF REVIEW

The standard of review applicable to cases originating in the probate court is controlled by whether the underlying cause of action is at law or in equity. Matter of Est. of Paradeses, 426 S.C.

388, 391, 826 S.E.2d 871, 873 (Ct. App. 2019). The appointment of a special administrator is equitable in nature. See Blackmon v. Weaver, 366 S.C. 245, 248, 621 S.E.2d 42, 43 (Ct. App. 2005) (holding that an action to remove a personal representative is equitable in nature). “In an equitable action tried without a jury, the appellate court can correct errors of law and may find facts in accordance with its own view of the preponderance of the evidence.” Church v. McGee, 391 S.C. 334, 342, 705 S.E.2d 481, 485 (Ct. App. 2011) (quoting Blackmon, 366 S.C. at 249, 621 S.E.2d at 44).

Ordinarily, an appellate court reviews cases in equity by finding facts in accordance with its own view of the preponderance of the evidence. Even so, an appellate court should still afford a degree of deference to the trial court because it was in the best position to judge the witnesses’ credibility. Lewis v. Lewis, 392 S.C. 381, 391, 709 S.E.2d 650, 655 (2011).

FINDINGS OF FACT AND CONCLUSIONS OF LAW

1. By Order entered on September 27, 2023, the Charleston County Probate Court granted Respondent’s Petition for Appointment of Special Administrator, finding pursuant to S.C. Code Ann. § 62-3-614(2) “that the appointment of a Special Administrator is necessary to preserve the Estate and to secure its proper administration.” This Court finds no error in the probate court’s appointment and holds that the appointment of a Special Administrator in this Estate is justified by the factual findings of the probate court which, in turn, are supported by the record.

2. This Court further finds no error in the probate court’s failure to make specific findings as to Appellant’s Application for Subsequent Administration, in which Appellant sought to be reappointed as Personal Representative, or as to Appellant’s fitness to serve as Personal Representative. After giving the matter due consideration, this Court has determined that the probate court was not required to find that Appellant was unfit to serve as Personal Representative

prior to issuing its Order for Appointment of Special Administrator. Furthermore, pursuant to S.C. Code Ann. § 62-3-310, the probate court was required to decline Appellant's Application given that Respondent filed an objection to the Application.

3. This Court further takes notice of S.C. Code Ann. § 62-3-309, which even in the absence of any objection, gives the probate court the discretion to refuse an informal application seeking appointment on any grounds and does not require any specific findings:

If the court is not satisfied that a requested informal appointment of a personal representative should be made because of failure to meet the requirements of Sections 62-3-307 and 62-3-308 or, **for any other reason**, he may decline the application. A declination of informal appointment is not an adjudication and does not preclude appointment in formal proceedings.

See S.C. Code Ann. § 62-3-309 (emphasis added); see also S.C. Code Ann. § 62-3-309, Reporter's Comment ("Because the appointment of a personal representative confers broad powers over the assets of the decedent's estate, the authority granted the court to deny the appointment for unclassified reasons is an important safeguard.").

CONCLUSION

IT IS ORDERED that Respondent Jones's Motion for Reconsidered should be and hereby is **GRANTED**;

IT IS FURTHER ORDERED that the Charleston County Probate Court's September 27, 2023, Order for Appointment of Special Administrator is **AFFIRMED**.

Judge J. Mark Hayes
Presiding Circuit Court Judge

December __, 2024
Charleston, SC



Charleston Common Pleas

Case Caption: Bayard Scott Pickett Jr VS Laura V Jones , defendant, et al

Case Number: 2024CP1000598

Type: Order/Other

IT IS SO ORDERED

s/ J. Mark Hayes, II #2132

Electronically signed on 2025-01-24 16:16:35 page 6 of 6

RECEIVED

Feb 04 2025

SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In the Court of Common Pleas

APPEAL FROM CHARLESTON COUNTY
Probate Court

Judge Dale E. Van Slambrook

Probate Case No. 2019-ES-10-00394
Case No.: 2024-CP-10-01509

In re: Veronique W. Pickett

Bayard Scott Pickett, Jr.,

Appellant,

v.

Laura V. Jones, as Trustee of the Laura V. Jones Trust as Established by the Will of Veronique H.W. Pickett Dated March 31, 1999 and as Trustee of the Kathleen E. Anderson Trust as Established under the Will of Veronique H.W. Pickett Dated March 31, 1999,

Respondents.

NOTICE OF APPEAL

Bayard Scott Pickett, Jr. appeals the order of the Honorable Judge Dale E. Van Slambrook, dated January 10, 2025, denying the Motion to Reconsider the Order dated October 21, 2024. Appellant received written notice of entry of this order on January 10, 2025. Appellant also is appealing the Order dated October 21, 2024. Appellant received written notice of entry of this order on October 21, 2024.

FERRARA LAW FIRM, PLLC
/s/ Paul B. Ferrara, III
Paul B. Ferrara, III (S.C. Bar No. 70511)
Attorney for Appellant
8887 Old University Boulevard
North Charleston, SC 29406
T: (843) 569-5511 | F: (843) 569-5411
paul@ferraralawfirm.net

February 3, 2025

Other Counsel of Record:

Elizabeth J. Palmer, Esq.
Attorney for Laura Jones
151 Meeting Street, Suite 400
Charleston, SC 29406
ep@saxtonstump.com

Eric B. Laquiere, Esq
Attorney for Kathleen Anderson
3674 Old Charleston Highway
Johns Island, SC 29455
T: (843) 696-6155
eric@laqlaw.com

RECEIVED

Feb 04 2025

SC Court of Appeals

PROOF OF SERVICE

I certify that I have served a copy of the notice of appeal by emailing a copy to The Honorable Dale E. Van Slambrook at dvanslambrooksc@sccourts.org, Elizabeth J. Palmer, Esq. at ep@saxtonstump.com, and Eric B. Laquiere at eric@laqlaw.com on February 3, 2025.

/s/ Paul B. Ferrara, III

Paul B. Ferrara, III

SC Bar No. 70511

8887 Old University Blvd.

North Charleston, SC 29406

T: (843) 569-5511/ F: (843) 569-5411

paul@ferraralawfirm.net

Attorney for Appellant

Date	Description	View Image
3/1/2019	FAMILY SETTLEMENT AGREEMENT	Image
3/1/2019	COPY OF LAST WILL AND TESTAMENT	Image
3/4/2019	DISCHARGE / CLOSING	No Image on File
3/4/2019	Death Certificate	Image
3/4/2019	Application	Image
3/4/2019	Creditors Notice	Image
3/4/2019	Fiduciary Letters	Image
3/4/2019	RECEIPT	Image
3/11/2019	PR APPOINTMENT DATE	No Image on File
3/11/2019	REOPENED	No Image on File
3/11/2019	DEATH CERTIFICATE OF CHILD	Image
3/21/2019	PROOF OF DELIVERY - INFORMATION TO HEIRS	Image
3/21/2019	PROOF OF DELIVERY OF THE INFORMATION TO HEIRS & DEVISEES (Form 305)	No Image on File
3/27/2019	PUBLICATION DATE	No Image on File
3/27/2019	PUBLICATION DATE	No Image on File
3/27/2019	AFFIDAVIT OF CREDITORS NOTICE	Image
3/29/2019	AMENDED FIDUCIARY LETTERS	Image
4/3/2019	PUBLICATION DATE 2	No Image on File
4/10/2019	PUBLICATION DATE 3	No Image on File
7/11/2019	STATUS COMPLIANCE LETTER 1	No Image on File
11/27/2019	CREDITOR CLAIM DEADLINE	No Image on File
7/13/2020	FILE COPY THROUGH	Image
8/21/2020	STATUS COMPLIANCE LETTER 2	Image

7/13/2020	FILE COPY THROUGH	Image
9/21/2020	STATUS COMPLIANCE LETTER 2	Image
10/2/2020	CERTIFICATE OF APPOINTMENT	No Image on File
11/2/2020	NOTICE OF APPEARANCE (ATTY FERRARA FOR ESTATE)	Image
11/2/2020	DEED OF DISTRIBUTION (FORM 400ES)	Image
11/3/2020	DOCUMENTS RETURN	Image
11/24/2020	MOTION TO SUBSTITUTE ATTYS (ATTY FERRARA FOR ATTY FLANAGAN)	Image
12/8/2020	FEES PAID	Image
12/8/2020	DOCUMENTS RETURN	Image
3/25/2021	STATUS COMPLIANCE LETTER 1	Image
4/13/2021	ORDER SUBSTITUTING ATTORNEYS (ATTY FERRARA FOR ATTY FLANAGAN)	Image
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THE STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS

APPEAL FROM CHARLESTON COUNTY
Circuit Court

Judge J. Mark Hayes, II
Judge Dale E. Van Slambrook

Probate Court No.: 2019-ES-10-00394
Circuit Court Appellate No.: 2024-CP-10-00598
Circuit Court Appellate No.: 2024-CP-10-01509
Appellate Case No.: 2025-000194

In the Matter of
Veronique W. Pickett

Bayard Scott Pickett, Jr., Appellant

v.

Laura V. Jones, as Trustee of the Laura V. Jones Trust as Established by the Will of Veronique H.W. Pickett Dated March 31, 1999 and as Trustee of the Kathleen E. Anderson Trust as Established under the Will of Veronique H.W. Pickett Dated March 31, 1999, Respondent,

AND

Kathleen Anderson aka Kathleen Elizabeth Anderson, in her individual Capacity, Respondent

CERTIFICATION BY COUNSEL

Pursuant to Rule 210(c), SCACR, undersigned counsel for Appellant hereby certifies as follows:

1. The foregoing Record on Appeal has been compiled in accordance with the South Carolina Appellate Court Rules.
2. The Record contains true and correct copies of the pleadings, motions, orders, and other documents filed in the Probate Court and Circuit Court which are necessary for determination of the issues raised on appeal.

3. The Record is complete and contains all materials relevant to the issues presented for appellate review to the best of counsel's knowledge, information, and belief.
4. The documents contained in the Record are arranged in chronological order and correspond to the Index of Record on Appeal.

This certification is made in good faith and in compliance with the South Carolina Appellate Court Rules.

Respectfully submitted this 19th day of February 19, 2026,

/s/ Paul B. Ferrara, III

Paul B. Ferrara, III
SC Bar No. 70511
8887 Old University Blvd.
North Charleston, SC 29406
Phone: (843) 569-5511
Fax: (843) 569-5411
paul@ferraralawfirm.net
Attorney for Appellant

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

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SC Court of Appeals

APPEAL FROM CHARLESTON COUNTY
Probate Court

David L. Michel, Associate Judge of Probate
Dale Van Slambrook, Circuit Judge
Mark Hayes, Circuit Judge

Probate Case No.: 2019-ES-10-00394
Common Pleas Case No.: 2024-CP-10-00598
Common Pleas Case No.: 2024-CP-10-01509
Appellate Case No.: 2025-000194

In re: Veronique W. Pickett

Bayard Scott Pickett, Jr.,
.....Appellant,

v.

Laura V. Jones, as Trustee of the Laura V. Jones Trust as Established by the Will
of Veronique H.W. Pickett Dated March 31, 1999, and as Trustee of the Kathleen
E. Anderson Trust as Established under the Will of Veronique H.W. Pickett Dated
March 31, 1999,.....Respondent,

AND

Kathleen Anderson aka Kathleen Elizabeth Anderson, in her individual
Capacity,.....Respondent.

CERTIFICATION BY COUNSEL

I, the undersigned counsel, hereby certify that the Record on Appeal is in compliance with Rule
210(g) of the South Carolina Appellate Court Rules and contains all material designated by all
parties and no other material.

Respectfully submitted this 19th day of February 2026.

[SIGNATURE ON NEXT PAGE]

/s/ Paul B. Ferrara, III

Paul B. Ferrara, III

SC Bar No. 70511

8887 Old University Blvd.

North Charleston, SC 29406

Phone: (843) 569-5511

Fax: (843) 569-5411

paul@ferraralawfirm.net

Attorney for Appellant