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SC Court of Appeals

THE STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS

Appeal from Charleston County
Court of Common Pleas

Thomas J. Rode, Circuit Court Judge

Appellate Case No. 2026-000229

In re: Estate of James L. Strobel, Deceased,

Daniel Lloyd Strobel; James Andrew Strobel; John Anthony Strobel; and Peter Nicholas Strobel,
Respondents,

v.

Paula M. Strobel, as Personal Representative of the Estate of James L. Strobel and individually;
Dorothy Elizabeth Strobel Bell, as an interested person; and Zoie P. Ogletree, as an interested
person, Defendants,

of whom Paula M. Strobel, as Personal Representative of the Estate of James L. Strobel and
individually; and Dorothy Elizabeth Strobel Bell, as an interested person, are the Appellants.

APPELLANTS' RETURN TO MOTION TO DISMISS APPEAL

Appellants Paula M. Strobel, as Personal Representative of the Estate of James L. Strobel and
individually, and Dorothy Elizabeth Strobel Bell (collectively "Appellants"), pursuant to Rule 240(e),
SCACR, hereby file this return to Respondents' March 30, 2026 Motion to Dismiss Appeal.¹

¹ Respondents are Daniel Lloyd Strobel, James Andrew Strobel, John Anthony Strobel, and Peter Nicholas Strobel, the Petitioners below and the parties now opposing this appeal.

Respondents argue that this appeal should be dismissed because the circuit court's order contains nothing more than routine and interlocutory rulings denying a motion to amend pleadings and a discretionary motion for a jury trial. Respondents are wrong. The order in question does much more. It resolves critical legal positions, strikes key defenses, refuses to allow claims by making conclusions as to the merits of those claims, and determines the mode of trial. In addition, most of these rulings were entered without notice, and without the opportunity to be heard. Appellants had no choice but to file this appeal, and there is no reason for it to be dismissed.

BACKGROUND

While discovery is not complete, the record developed thus far supports the following chronology which provides the necessary background for resolution of Respondents' Motion to Dismiss and for understanding the significance of the circuit court's ruling.

In 1960, Zoie Ogletree and Decedent, Jimmy Strobel ("Jimmy"), were married in Charleston, South Carolina. By 1977, the marriage entered rough waters, and both Zoie and Jimmy mutually decided to end the marriage. By this time, there were four (4) children of the marriage, Respondents Daniel Lloyd Strobel (age 14), James Andrew Strobel (age 12), John Anthony Strobel (age 8), and Peter Nicholas Strobel (age 8).

Significantly, Zoie and Jimmy entered an arrangement to end their marriage that suggests it was specifically designed to evade the protections and policy considerations embedded into South Carolina law. Rather than filing for a divorce in South Carolina and following South Carolina law to obtain a valid divorce, the evidence developed this far suggest that the two decided to evade South Carolina law by obtaining a Dominican Republic *Mutual-Consent* Divorce, also known as a "quicky divorce." Zoie recently testified that the decision to obtain the divorce was mutual:

[Q] [Y]ou did, in fact, want to divorce him, and –

A Well –

Q -- correct?

A -- it was –

Q Mutual?

A -- mutual.

Q Y'all both wanted a divorce; correct? Correct?

A We what?

Q You both wanted a divorce? He wanted to divorce you and you wanted to divorce him?

A **It had come to that.**

(July 24, 2025 Dep. Tr. pp. 45–46 (**Ex. A**) (emphasis added).) Zoie testified that she and Jimmy used the same attorney for the divorce:

Q But y'all both went to [the same attorney]?

A Um-hmm.

Q And did he tell y'all how to get a divorce?

A I can't remember what happened.

Q Well, that's why you went to him, was it not?

A Yeah. I -- you know, I was very naïve

(*Id.* at p. 41.) While Jimmy is deceased and Zoie is now eighty-three years old, the reasons for pursuing the Dominican Republic divorce appear to be undisputed. Respondents themselves allege in their pleadings that the arrangement was part of a decision to “bypass South Carolina law.” (Am. Pet. p. 4 (**Ex. B**).)

Under then-existing Dominican Republic law, foreign married couples could ostensibly obtain a divorce under Dominican Republic law without the burden of meeting the requirements necessary

to obtain one under South Carolina law. For example, in March 1977, South Carolina did not offer divorce by mutual consent. South Carolina law required that certain statutory grounds be established in court pursuant to a specific burden of proof, that residency requirements be established, that mandatory waiting periods be followed, and a judicial determination that proper ground for divorce exists. In South Carolina, the fact that a married couple might “mutually consent” to a divorce is irrelevant. Proper grounds, particular proof, and a judicial determination that those grounds and proof have been met are essential.

The Dominican Republic’s quicky-divorce procedure for foreigners, by contrast, is built on an entirely different foundation. It required only mutual written consent, notarized stipulations to memorialize that consent, and further provided for an accelerated timetable that allowed foreigners to secure a divorce decree in days. If legal, a South Carolina couple attempting this route could not simply select a different forum other than South Carolina to obtain a divorce; they could select a mechanism that bypassed the safeguards of South Carolina law and South Carolina public policy that regulate divorces and prohibit them without a proper showing.

Nevertheless, on March 4, 1977, Zoie and Jimmy both went to the same attorney, and both executed a short five (5) page “separation agreement” acknowledging that the marriage was beyond repair, and that they both intended to “end their marriage” with one another forever. (Ex. C p. 1.) The separation agreement appears to be tailor-made to facilitate an illegal quicky divorce in the Dominican Republic. For example, it includes all the “notarized stipulations” necessary to obtain a Dominican Republic divorce, including the mutual consent to end the marriage, consent related to the division of the marital property, consent related to custody of the four minor children, and consent related to the payment of alimony.

As Respondents themselves allege, “within days after executing the Separation Agreement,” Jimmy “traveled to the Dominican Republic for the sole purpose of obtaining a divorce from Zoie.” (Ex. B p. 3.) Discovery to date shows that seven (7) business days after signing the separation agreement, on March 15, 1977, Zoie and Jimmy were ostensibly granted a divorce in the Dominican Republic based upon their “mutual consent.” (Ex. D.) While the actual divorce decree has not been produced, as shown below, Zoie acknowledged in filed legal pleadings filed shortly thereafter that the Dominican Republic divorce took place and that she was in fact divorced from the Decedent.

In this action, Respondents allege that Zoie was unaware of the Dominican Republic divorce and did not participate in its procurement. Of course, Zoie subsequently remarried, and no other divorce was ever pursued. Neither Respondents nor Zoie have ever explained how Zoie became divorced from Jimmy such that she could remarry if it were not for the Dominican Republic divorce.

In any event, whether she knew at the time or knew shortly thereafter, Zoie and Jimmy both filed documents in Dorchester County courts acknowledging they were divorced in 1977, some of which specifically reference the Dominican Republic divorce. For example, on September 7, 1977, Jimmy filed a pleading related to a real estate dispute with Zoie alleging that he and Zoie were “formerly husband and wife.” (Ex. E p. 1.) Zoie did not object or otherwise take issue with this allegation, and there is no evidence that any party pursued a divorce other than the efforts related to the Dominican Republic divorce. Zoie responded to that filing only by challenging the jurisdiction of the family court on unrelated grounds. (Ex. F.)

On December 3, 1979, Zoie filed a summons and petition in the Dorchester County Family Court alleging that following the execution of the separation agreement, Jimmy “sought and obtained a divorce **from the Dominican Republic** which was granted on March 15, 1977.” (Ex. D p. 2 (emphasis added).) When asked during her deposition when she got divorced from Jimmy, Zoie

testified “it was 1977.” (**Ex. A** p. 222.) In further recognition of the fact that Zoie was aware of and participated in procuring the 1977 Dominican Republic divorce, Zoie remarried in 1980. (*Id.* at p. 15.) To remarry, Zoie sought and obtained a marriage license representing that she was no longer married and was legally permitted to participate in another marriage ceremony. (**Ex. G.**)

In sum, there is ample evidence for a finder of fact to conclude that Zoie and Jimmy acted together to obtain the illegal Dominican Republic divorce, that they did so together to by-pass South Carolina law and evade its requirements, and that the end result is that Zoie and Jimmy worked together to obtain an illegal divorce in a foreign country on terms that would never be allowed under settled South Carolina law. Respondents themselves acknowledge that the Dominican Republic divorce “was and is invalid and of no force or effect” under South Carolina law. (**Ex. B** p. 4.) In fact, Respondents allege Zoie’s subsequent 30-plus-year marriage to a Mr. Ogletree, and Jimmy’s subsequent 30-plus-year marriage to Paula, were both “bigamous and therefore invalid pursuant to S.C. CODE ANN. § 20-1-80.” (*Id.* at p. 5.)

Despite acknowledging that the divorce itself was illegal, and designed to bypass South Carolina law, Respondents seek to enforce a single provision in the separation agreement executed for the purpose of making the illegal divorce possible. Specifically, the separation agreement required Jimmy to execute an irrevocable will leaving Respondents “at least Twenty-Five Thousand (\$25,000.00) Dollars or Fifty (50%) Per Cent of his estate, whichever is greater, of his estate – for the benefit of [Respondents] of his personalty and realty free of all liens and [Decedent] further agrees to [scanning drop-out] Irrevocable will to that effect.” (**Ex. C.**) Notwithstanding this provision, there is no evidence that Zoie ever asked for proof that Jimmy had complied with this obligation. In fact, when Jimmy passed away in 2022, Zoie never mentioned this term of the separation agreement to Respondents. Respondents maintain that they found out about the separation agreement by

happenstance. (*See, e.g.*, Pet’rs’ Resps. to Interrog. 4 (“At some point in or around June 2022 following Decedent’s death and after reviewing Decedent’s Last Will and Testament dated March 24, 2003, Petitioner Danny Strobel, Petitioner Danny Strobel inquired further into Dorchester County Family Court for copies of records involving any proceedings between Decedent and Zoie and at that time located and obtained a copy of the Separation Agreement from the Family Court.”).)

Prior to his death, Jimmy executed a last will and testament leaving his estate to his wife of 40 years, Appellant Paula Strobel. Paula maintains that the separation agreement is unenforceable for numerous reasons, and in addition, has asserted the defense of in pari delicto and unclean hands. (Am. Answer p. 8 (**Ex. H**).) Paula Strobel maintains that the separation agreement is unenforceable for numerous legal and factual reasons.

First, because the separation agreement was part of a coordinated scheme to evade South Carolina divorce law by using the agreement and a Dominican Republic quicky divorce to accomplish what South Carolina law would never permit, a South Carolina court should not aid Zoie or Jimmy by enforcing any part of this illegal arrangement. Well settled and long-standing precedent supports Paula’s position. South Carolina law provides that no part of this arrangement should be enforced because a foreign divorce is “of no force or effect in this State” if both spouses were domiciled in South Carolina when the foreign proceeding began. Second, a South Carolina court should not be asked to complete, through contract enforcement, the fruits of an arrangement South Carolina law would not recognize and was designed to bypass South Carolina law. South Carolina’s general rule is equally clear: courts will not enforce a contract when the subject matter of the contract, or an act required for performance, violates public policy as expressed in constitutional provisions, statutes, or judicial decisions. South Carolina does not require a court to bend over backwards or otherwise attempt to sever the unlawful part of the illegal scheme to salvage the remainder. South Carolina courts are

not required to aid those who purposefully attempt to evade the law by extending judicial resources to salvage and enforce improper illegal efforts to supplant South Carolina law and otherwise enter agreements to evade the policy it is designed to uphold.

Respondents are aware of the same and have worked hard to avoid this result. Respondents initially brought this action without even naming Zoie as a party, or even an interested party. This was designed to minimize Zoie's involvement and participation in the illegal scheme. Instead, Respondents claim they are innocent third-party beneficiaries, who only seek to enforce a provision of the settlement agreement Zoie negotiated which benefits them. Respondents claim Zoie had no idea that Jimmy used the separation agreement to obtain a Dominican Republic divorce, and because Zoie had no idea what the separation might be used for, it is valid and enforceable despite the strong evidence suggestion it was a material part of an illegal plan to evade South Carolina law. Issues of fact remain.

Unfortunately, the same rationale that prevents Zoie from attempting to enforce the illegal agreement applies to Respondents, who attempt to enforce the agreement while Zoie quietly sits on the sidelines. If the Court ultimately finds that Zoie and Jimmy knowingly participated in a coordinated scheme to bypass South Carolina divorce law by using the March 4, 1977 separation agreement and a Dominican Republic quick divorce to accomplish what South Carolina would never permit, the doctrine of *in pari delicto* bars enforcement of that arrangement not only by Zoie herself, but also by those whose claim is wholly derivative of the same transaction. South Carolina recognizes *in pari delicto* as the principle that where parties are "equally in the wrong," the court will not grant affirmative relief based on the illegal transaction. South Carolina likewise follows the general rule that courts will not enforce a contract that violates public policy or statutory law. Thus, if Zoie was an equal participant in the very arrangement alleged to have evaded South Carolina's statutory divorce safeguards, she cannot avoid that bar by remaining on the sidelines while Respondents seek to enforce

the favorable portion of the same agreement. Their claim, even if otherwise cognizable, still depends on the enforceability of the underlying bargain. If the bargain itself was tainted by illegality and Zoie stood *in pari delicto* with Jimmy in creating it, then those claiming the benefit of that bargain through Zoie are in no better position than Zoie herself. A South Carolina Court will ultimately need to decide if it should refuse to lend its aid to enforce the provisions of an illegal agreement, or instead leave the parties where their own conduct placed them.

For reasons unknown, when resolving Paula's Motion to Amend and Motion for Jury Trial, neither of which required the circuit court to comment on, address, or otherwise resolve whether the separation agreement could be enforced notwithstanding it potentially being an integral part of the illegal scheme, the circuit court *sua sponte* included the following declaration in its order denying the motion to amend and motion for a jury trial: "In this case, even if the divorce between Decedent and Defendant Ogletree is illegal or void for some reason, the separation agreement is independent and separate from any divorce between them. It is enforceable despite an invalid divorce." (Ex. A to Notice of Appeal at p. 10.) That conclusion does not merely address whether a pleading may be amended, or whether a jury trial will take place. It reaches directly into the heart of the facts related to Respondents' declaratory-judgment claim, and the law that will dictate its resolution. Moreover, it reaches into Appellants' defenses to the claims that seek to enforce the agreement, rejects those defenses, and resolves them all in Respondents favor.

If that was not enough, the order was entered without notice and with the opportunity to be heard. Paula had no notice that these issues would be addressed by the court and was provided no opportunity to be heard on the law or facts related to them. Once inappropriately included in the order, Paula attempted to have the offending statement removed and also attempted to ensure Respondents

would not be taking the position that the order in question resolved the enforceability issue. Respondents have made it clear that Paula's concern is justified.

Because the findings at issue go beyond the motions that were heard, because it summarily resolves a central merits issue, because it overrules Paula's defenses to enforcement of the illegal agreement, and because the circuit court denied reconsideration without a hearing, Appellants had no practical choice but to appeal. Absent review now, Appellants will be required to proceed through trial under legal conclusions that accept Respondents' claims and reject Paula's defenses without notice, with Respondents arguing that the conclusions reached are binding going forward. The Court should not allow this to happen.

ARGUMENT

I. The orders are appealable because the circuit court resolved a dispositive merits issue that was not before it and did so without notice or an opportunity to be heard.

Respondents' Motion completely fails to address the extraneous legal conclusion reached in the order, or the manner in which they were reached. Respondents' Motion rests on labels: denial of amendment and denial of a Rule 39 motion. Appellate jurisdiction, however, turns on the substance and practical effect of the orders. Here, the orders resolve dispositive merits issues related to claims, and defenses to those claims: "In this case, even if the divorce between Decedent and Defendant Ogletree is illegal or void for some reason, the separation agreement is independent and separate from any divorce between them. It is enforceable despite an invalid divorce." (Ex. A to Notice of Appeal at p. 10.) That conclusion not only resolved critical issues in the case, but it was not necessary to decide whether Paula could amend her pleadings, or should be granted a discretionary jury trial. It nevertheless resolves a controlling issue central to the case, which bears directly on the pleaded claims as well as Appellants' defenses to those claims.

To make matters worse, this issue was not raised by the motions before the court, was not briefed by the parties, and was not argued at the hearing. Determining whether the separation agreement can be enforced despite being part of the alleged illegal divorce scheme, or instead cannot be enforced, is affected by illegality, ratification, estoppel, waiver, and related defenses. Resolution of these issues should be fact- and law-intensive. If the order in question stands, there will no opportunity to present the facts or argue the applicable law. The order was substantively and procedurally improper and should not stand.

South Carolina law does not permit a court to raise and decide an issue on its own without giving the parties notice and an opportunity to be heard. *See cf. Repko v. County of Georgetown*, 424 S.C. 494, 503, 818 S.E.2d 743, 748 (2018) (“We first conclude the court of appeals erred in *sua sponte* raising and ruling upon an issue that Repko never advanced to the trial court.”); *State v. Dicapua*, 383 S.C. 394, 399, 680 S.E.2d 292, 294 (2009) (“We hold the granting of a new trial *sua sponte* on a ground waived by a party is an error of law.”). The prejudice here is concrete and manifest.

Appellants promptly moved for reconsideration and requested a hearing to address the of the order. The court denied reconsideration without hearing. Appellants then asked Respondents to stipulate that the order’s merits findings would not be treated as law of the case or otherwise binding. Respondents declined. Therefore, unless this Court intervenes, the order will have the practical effect Appellants feared by delivering Respondents a declaratory judgment, rejecting defenses already a part of the case, and forever shaping the resolution of this dispute.

Respondents now argue in their Motion to Dismiss Appeal that the orders do not determine any substantive claims. Respondents stop short of acknowledging that this issue has not been resolved, or that they will not take the position that the order is binding on future proceedings in this case. Regardless of Respondents’ positions, the enforceability of the separation agreement is a central issue

underlying Respondents' claims as well as critical defense to those claims. That ruling finally determines a substantial matter forming part of a cause of action and defense, and it affects a substantial right within the meaning of section 14-3-330(1) and (2). Appellants have the right to appeal.

Immediate review is necessary to prevent the parties from being forced to try the case under a controlling legal conclusion inserted into an order without notice, which resolves portions of claims and strikes key defenses. *Stone v. Thompson*, 426 S.C. 291, 295, 826 S.E.2d 868, 870 (2019), recognizes that appealability is determined on a case-by-case basis. This case presents precisely the type of circumstance warranting immediate appellant review.

II. The order denying amendment is appealable because the circuit court improperly declared the proposed claim “futile” while acknowledging it could not determine its factual basis.

Respondents portray the order denying Appellant Strobel's Motion to Amend as an ordinary interlocutory pleading ruling. That characterization is far from complete. The order did not merely deny leave to amend. It went further and affirmatively adjudicated that the proposed civil conspiracy claim as legally “futile.” The way the amendment was denied reveals how far the Court went to rule on substantive issues, and why that was improper.

First, relying largely on cases applying the Federal Rules of Civil Procedure, the circuit court initially found that the failure to include a proposed amended pleading was fatal. The court ruled that this left the court to “speculate as to the factual basis for the proposed amended counterclaim” because the court could not “determine the factual basis upon which the new counterclaim would be asserted.” The court went on to note that this omission “severely handicaps [the] court's ability to determine whether or not the amendment would be proper.” The court did not request a proposed amended pleading, nor did it consider that the requirements of the federal rule differ from those of this state. In fact, the federal rules required a proposed amended pleading, while the state rules do not.

Second, after acknowledging it was being forced to speculate, that it could not determine the “factual basis” of the potential new claim, and that this “severely handicapped” the court in ruling on the motion to amend, the court concluded that the proposed amendment would be futile because it would fall outside the court’s jurisdiction. To accomplish this result, the court concluded from statements “expressed at the hearing” that the proposed new claim is based on “theories that the Decedent and Defendant Ogletree supposedly conspired with each other in 1977 . . . to obtain an illegal divorce from a court in the Dominican Republic.” (Ex. A to Notice of Appeal p. 9.) This is simply not correct. Instead, at the hearing, Appellant Strobel’s counsel argued that the new claim related to Respondents and Zoie’s efforts to manipulate how Decedent’s estate passed after his death:

And this is all part of their effort, we believe, to manipulate this estate, to come up with an agreement about [as to] how it should pass. To try [and] inherit not only from [Zoie’s second husband’s] estate, which she already did, but now inherit [from this one] because she was [also the Decedent’s] wife, now they want to inherit again here. So they want this -- this estate to pass not only to them, they want her to get a part of it as well. So those are the things that -- that we want to [raise].

(Aug. 27, 2025 Hr’g Tr. p. 33 (Ex. I).)

In addition, Appellant Strobel acknowledges that certain conspiracy claims would not fall within the general jurisdiction of the probate court because they may not be “sufficiently connected to probate matters” (*Id.* at p. 34.) However, she also argued that when “conspiracies involve the [e]state,” the “passing of assets,” the manipulation of “how a decedent wants their assets to pass,” these claims do fall within the jurisdiction of the probate court because they relate to a decedent’s estate and how assets pass from the estate. (*Id.*) This is precisely why the amendment should have been allowed:

So whether or not [Respondents] may be able to move to dismiss [the proposed amendment] in the future because it's not sufficiently connected [to the estate], that's an argument for another day. All we're asking for the right -- is to amend.

(*Id.* at p. 35.)

In sum, the circuit court ruled that a proposed amended pleading was required when it was not. It then speculated as to the potential claim that might be raised, and guessed incorrectly as to the facts underpinning the claim. It then concluded that the claim was based on events that occurred in 1977 and ignored specific argument that the claim involved the manipulation of this estate following Decedent's death and the allegation that Respondents and Zoie reached agreements related to the administration of Decedent's estate following Decedent's death. The Court did not ask for an amended pleading or rule that one should be submitted to aid it in its decision. It then determined that any amended pleading would be futile.

These rulings affect the substantial rights of Appellant Strobel and contribute to the immediate appealability of the order under S.C. Code Ann. § 14-3-330. At a minimum, it confirms that the order is not a routine denial of leave to amend, but a ruling with present and binding consequences that extends beyond procedure and reaches the viability of a claim the court admitted it could not factually evaluate.

III. The jury-trial ruling affects a substantial right and is immediately appealable.

Although Respondents attempt to characterize the appealed ruling as nothing more than the denial of a discretionary Rule 39(b) motion, the order itself goes further. While the order purports to acknowledge that it is not ruling on Appellant Strobel's entitlement to a jury trial as a matter of right, the order does just that: Appellant Strobel "waived any entitlement to a jury trial as a matter of right." (Ex. A to Notice of Appeal p. 15.) That ruling is not only unnecessary, it is dispositive. It does not merely deny discretionary relief; it adjudicates the existence of a constitutional and statutory right. Under *C & S Real Estate Servs. v. Massengale*, 290 S.C. 299, 300, 350 S.E.2d 191, 192 (1986), and *Fulmer v. Cain*, 380 S.C. 466, 470, 670 S.E.2d 652, 654 (2008), such an order is immediately appealable because it deprives a party of a jury trial to which the party claims entitlement as of right.

The order is also wrong. Appellant Strobel timely demanded a jury trial. Respondents served the Amended Petition on September 8, 2023. After receiving an extension, Paula Strobel filed her Answer on November 17, 2023, and then filed an Amended Answer and Counterclaim on December 18, 2023, within Rule 15(a)'s allotted time frame for amendments as of right. The December 18, 2023 amended pleading expressly demanded a jury trial on all issues so triable. (**Ex. H.**) Respondents then filed their reply to the counterclaim on January 2, 2024. On this record, and certainly on the issue of the entitlement to a jury trial as a matter of right, the order's waiver ruling is a direct and improper adjudication of the right itself.

Respondents note that their separate Rule 38 motion to strike the jury demand remains pending. But that is a red herring. Respondents will argue that waiver has been decided and cannot be revisited. According to the order, it has. The procedural posture does not change the effect of the order, and a statement saying it is not deciding an issue, followed by a ruling on the issue, does not sanitize to improper effect of the order. The circuit court expressly ruled Paula Strobel waived any entitlement to a jury trial as a matter of right. Paula is entitled to appeal this order.

IV. At minimum, the combined effect of the orders warrants immediate review.

Even if each component of the order were viewed in isolation, the combined effect of the rulings demonstrates practical finality of orders involving material claims and defenses and illustrates how their combined effect not only impacts but resolves Appellants' substantial rights. The circuit court adjudicated the enforceability of the separation agreement which is the central contract at issue in this case, eliminated defenses to that claim as a matter of law, and stripped Appellants of their asserted right to a jury trial by ordering it was waived. Those rulings materially shape both the merits and the manner of trial, and Appellants have the right to appeal.

V. Jurisdictional issues have arisen that the Court should address.

Despite Respondents' contentions to the contrary, this is a complex case with a complex procedural history. Respondents seek to have their father's 30-plus-year marriage declared bigamous, which necessarily means their mother's 30-year-plus remarriage was also bigamous. It involves a 1977 separation agreement for which only one person who signed or otherwise has knowledge of the agreement is still alive. Respondents contend she has "borderline competency" while their case is built on what she knew in 1977 and what she did not know. Respondents seek to sweep away 40-plus-years of financial transactions, life insurance designations, other beneficiary designations, and countless real property transactions that took place during this time. It involves a foreign Dominican Republic divorce, which Respondents agree was designed to bypass South Carolina law. While not at issue in this motion, the case also involves years of litigation between Decedent and Zoie following the ostensible divorce and involving the separation agreement. That litigation took place in Dorchester County, but court records related to the resolution of the litigation have not been located. The case also involves Respondents' effort to nullify and void their father's last will and testament in toto, despite the fact that Respondents are only entitled to 50% of his estate if the separation agreement is enforceable.

Despite Respondents' assertions to the contrary, much work is left to be done, and the case is still in its early stages. Conflicting rulings similar to the ones at issue here have caused confusion. The procedure history has not helped. The case began in probate court, without naming Zoie as a respondent or interested person. Zoie was named much later, in an amended pleading revamping the contours of the case. After failing to serve Dotty Strobel, she was served much later. When the litigation was removed to the circuit court, the probate court retained jurisdiction over the remainder of the estate. But that has led to confusion over motions filed and other proceedings including the appointment of a special administration and a motion to sell estate assets. After removal, all of the

motions filed in the probate had to be refiled before the circuit court would hear them, which caused motions filed years after others to be resolved first.

While not the “fault” of anyone, the situation has led to confusion, inconsistent and out of order rulings, and disputes as to which court should rule on which motions and when. This has been amplified because the case has appeared before different judges who entered different rulings in different courts at different times.

With all this in mind, Appellant Strobel moved to have the case designated complex. On December 29, 2025, that motion was granted by the chief administrative judge, and the case was designated complex and assigned to a single judge (the Honorable Frank Addy). The Chief Justice of the Supreme Court of South Carolina had entered an order to that effect on December 23, 2025, stating “IT IS ORDERED that this case be designated as complex and that the Honorable Frank Addy, Circuit Court Judge, be assigned *exclusive jurisdiction* to hear and handle all pre-trial motions and other matters pertaining to this case.” (Ex. J (emphasis added).) Notwithstanding these orders, Judge Rode entered an order in the case on December 31, 2025. It is unclear whether he had the jurisdiction to do so. The Court should clarify whether Judge Rhode had the authority and jurisdiction to enter an order on December 31, 2025, and if not, remand the case for proper resolution of the motion to the new complex case judge. At the very least, this defeats Respondents’ Motion to Dismiss Appeal at this stage.

This situation does not present the sort of ordinary interlocutory orders that can be safely reviewed after final judgment. If review is postponed, Appellants will be forced to litigate under legal conclusions that already narrow their defenses, alter the factfinder, and may be invoked as binding throughout the remainder of the case. Under South Carolina's final-judgment framework, that practical finality makes dismissal inappropriate.

VI. Appellant Bell has standing to appeal.

Respondents' standing argument improperly narrows the definition of an aggrieved party. Rule 201(b), SCACR, permits an appeal by any party who has suffered a substantial grievance or the denial of a personal or property right. *Beaufort Realty Co. v. Beaufort Cnty.*, 346 S.C. 298, 301, 551 S.E.2d 588, 589 (Ct. App. 2001). The question is not whose motion was denied. The question is whether the challenged rulings adversely affect Bell's rights or interests.

Bell satisfies that standard. She is a named party whose interests in the estate are directly affected by this litigation. Respondents themselves alleged in their petition that Bell is a potential heir who may inherit from this estate and is an interested person whose interest may be adversely affected by the litigation. That is correct. Because Bell's potential share of the estate turns in part on the enforceability of the separation agreement and on the resolution of the marital-status issues Respondents themselves injected into the case, the circuit court's rulings directly bear on the property to which she may be entitled to inherit.

The appealed rulings also govern the structure of the case as a whole. The order's conclusion that the separation agreement is enforceable despite an invalid divorce affects the scope of defenses available to all defendants, including Bell, and the jury-trial ruling determines the mode of adjudication in a proceeding that will resolve Bell's rights, as well as Paula Strobel's, as well as Respondents'. Respondents' effort to confine the appeal to the caption of the underlying motions ignores the practical reality that the order affects Bell's entitlement to inherit, and the framework under which Bell's interests will be adjudicated.

Respondents' contrary position would produce an untenable result: a party whose property rights are directly affected by a dispositive legal ruling is denied appellate review merely because the motion prompting that ruling was filed by a co-party. South Carolina law imposes no such limitation

on the right to participate in an appeal. Because Bell is aggrieved by the appealed rulings and faces a direct impact on her property interests, she has standing to pursue this appeal.

CONCLUSION

This is precisely the type of order that section 14-3-330 permits to be reviewed immediately because it conclusively determines legal rights before trial rather than merely regulating procedure. The appealed orders do not simply deny leave to amend and deny a discretionary jury request. They resolve a central merits issue not presented by the motions, extinguish a substantive claim without a factual basis, and deprive Appellants of a substantial mode-of-trial right.

For the foregoing reasons, Appellants respectfully request that this Court deny Respondents' Motion to Dismiss Appeal, allow the appeal to proceed on the merits, and grant such other and further relief as the Court deems just and proper.

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April 27, 2026

JAMES L. STROBEL vs PAULA M. STROBEL
2024-CP-10-04752 - ZOIE OGLETREE

15 The videotaped deposition of
16 OF ZOIE P. OGLETREE, a defendant in the
17 above-entitled cause, taken pursuant to Notice
18 and agreement, before Naomi McCracken
19 Stenographic Court Reporter and Notary Public,
20 and Charles "Chuck" T. Nussbaum, Jr., Legal
21 Videographer, at the office of Saxton & Stump,
22 LLC, located at 151 Meeting Street, Suite 400,
23 Charleston, South Carolina,, on the 19th day of
24 June, 2025, commencing at or about the hour of
25 10:12 A.M.

CERTIFIED COPY

EXHIBIT A

JAMES L. STROBEL vs PAULA M. STROBEL
2024-CP-10-04752 - ZOIE OGLETREE

2

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EXHIBIT A

JAMES L. STROBEL vs PAULA M. STROBEL
2024-CP-10-04752 - ZOIE OGLETREE

3

1 **ALSO PRESENT :**

2 Rachel Cassem, Legal Intern
3 Saxton & Stump, LLC,
4 Hunter Trask, legal Intern
5 Twenge + Twomblyey, LLC,
6 Peter Nicolas Strobel, Plaintiff
7 Daniel Lloyd Strobel, Plaintiff

8 - - -
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4

1 THE VIDEOGRAPHER: It's now 10:12

2 A.M. and we're on the video.

3 Will the court reporter please
4 swear the witness?

5 ZOIE OGLETREE,
6 having been produced and first duly sworn as a
7 witness, testified as follows:

8 DIRECT EXAMINATION

9 BY MR. TWOMBLEY:

10 Q Good morning. My name's Ashley
11 Twombley. I'm a lawyer down in Beaufort, and
12 we're here today to take your deposition in this
13 case that's pending here in Charleston Probate
14 Court.

15 A Um-hmm.

16 Q Well now in Charleston Circuit Court.
17 Have you ever had your deposition taken
18 before?

19 A No.

20 Q Okay. Do you know what a deposition
21 is?

22 A No.

23 Q The purpose of it is?

24 A No.

25 Q No one's explained that to you?



1 A Hmm-mm. I should know, I have a lawyer
2 for a son.

3 Q Well, the purpose of us being here
4 today is to find out what you know or don't know
5 to related to the dispute.

6 A Um-hmm.

7 Q And I'm going to ask you some questions
8 and you're supposed to truthfully answer them.
9 You understand that; correct?

10 A Of course.

11 Q Okay. Now, I know we're not in a
12 courtroom and there's no judge here. But the
13 oath that the court reporter just administered
14 to you --

15 A Um-hmm.

16 Q -- is the same oath that you would take
17 and carries the same implications if you were in
18 a courtroom in front of a judge and had put your
19 hand on the Bible and swore to tell the truth --

20 A Right.

21 Q -- and the whole truth.
22 You understand that?

23 A Yeah.

24 Q Okay. And you also understand that,
25 you know, part of the oath that you took is not



1 only to tell the truth, but to tell the whole
2 truth.

3 A Of course.

4 Q Okay. And are you prepared to do that
5 this morning?

6 A Well, yeah.

7 Q Okay. Is there anything about your
8 physical, mental, or emotional condition that
9 would prevent you from understanding my
10 questions and providing truthful answers to
11 them?

12 A I don't think so.

13 Q Okay.

14 A I might not be able to hear you.

15 Q Okay. Well, other -- if you can't hear
16 me, will you let me know?

17 A Yes, sir. Of course.

18 Q Okay. And I'll be happy to repeat the
19 question if you don't hear it.

20 Other than that, though, there's
21 nothing about your health condition, mental
22 condition, emotional condition that would
23 prevent you from understanding my questions and
24 providing truthful answers to them?

25 A No. I don't think so.



1 Q Okay. Do you understand that the
2 testimony you give today --

3 A Um-hmm.

4 Q -- is going to be relied on in the
5 future and may dictate, you know, what happens
6 in this legal proceeding?

7 A Yes.

8 Q Okay. Okay. Do you have any questions
9 for me before I get started?

10 A Let's see.

11 No, I don't think so.

12 Q Okay. A couple of other things I
13 wanted to mention, if you need a break at any
14 time today, you just let us know. We can break
15 if you need to use the --

16 A It's going take that long?

17 Q I'm sorry?

18 A It's going take that long?

19 Q Well, I don't know how long it's going
20 to take, it depends on what your testimony is.
21 But if we need a break, you can ask to have a
22 break, and we'll be happy to take one.

23 A Sure.

24 Q Okay? But there's a rule about breaks,
25 and that is --



1 A Can't talk.

2 Q -- you can't talk to anybody about your
3 testimony at all.

4 A Right.

5 Q So if we do break, you know, you don't
6 talk to anybody about what was said. Okay?

7 A Okay.

8 Q Or about what's going on in the
9 deposition or the case in general.

10 This is my opportunity to talk to you

11 --

12 A Um-hmm.

13 Q -- and find out what you know.

14 A Um-hmm.

15 Q Not what you're lawyers might know, not
16 what they think about my questions.

17 A Right.

18 Q Today's supposed to be me and you.

19 Okay?

20 A Um-hmm.

21 Q Now, they may object to my question --
22 well, first of all, do you understand that, that
23 this is my opportunity to talk to you and find
24 out what you know?

25 A Right.



1 Q Okay. Your lawyers may object to one
2 of the questions that I ask you --

3 A My --

4 Q -- okay?

5 A -- lawyers?

6 Q Your lawyer might do that. If they
7 do --

8 A I have a lawyer?

9 Q Do you have a lawyer?

10 A Do I have a lawyer?

11 Q Well --

12 A I thought he was their lawyer.

13 Q Well --

14 A Should I consider --

15 Q Well, let's --

16 A -- Frank my lawyer?

17 Q We are going to get to that in one
18 second. But let me ask you -- I want to make
19 sure that we've covered these preliminary
20 matters before we get into that.

21 If anybody objects to my questions,
22 whether it's your lawyer or another lawyer --

23 A Oh, that's my lawyer. Sorry.

24 Q Well, listen. Listen to what I'm
25 saying. If anybody objects, that doesn't mean



1 you don't go ahead and answer.

2 A Right.

3 Q If -- if someone tells you not to
4 answer, then we'll have a discussion about that.
5 But if I ask you a question and somebody says,
6 object to the form of the question, you still go
7 ahead right on and answer it. Okay?

8 A Um-hmm.

9 Q Do you understand that?

10 A Yes.

11 Q Okay. All right. Let's start with
12 some preliminary information.

13 What is your full legal name?

14 A It's Zoie Philipps Ogletree.

15 Q Okay. And was Phil --

16 A One L and two Ps.

17 Q Okay. Is Philipps your maiden name?

18 A Um-hmm.

19 Q Okay.

20 A Well, it's really Papaphilippou.

21 Q Okay. But you go by Zoie Philipps
22 Ogletree now?

23 A Yes.

24 Q Okay. How many children do you have?

25 A Four.



1 Q Okay. What are their names?

2 A Danny -- well, Dan; Jamie, James;
3 Nicky, Nick; and Tony, Anthony.

4 Q I thought I turned that off.

5 All right. Danny, Jamie, Nick, and
6 Tony?

7 A Yes.

8 Q Are any of those individuals here today
9 in the room?

10 A Two of them.

11 Q Okay. Who -- who is here in the room
12 today?

13 A Dan and Nick.

14 Q Okay. And is Danny the one the
15 Seersucker suit?

16 A Um-hmm.

17 Q Okay. And Nick is in the green shirt?

18 A Right.

19 Q Okay. What are the ages of these -- of
20 your children, roughly?

21 A I think Danny is 60 and Nicky is 56.

22 Q Okay. Now, part of what we talk about
23 was, you know, we're here today to find out what
24 you know, not someone -- what somebody else
25 might know --



1 A Um-hmm.

2 Q -- so if you don't know the answer to
3 one of my questions, I'd prefer you just say you
4 don't know as opposed to looking to someone else
5 for the answer. Okay?

6 A I'll just say I don't know.

7 Q Okay. All right. What is your
8 educational background? Did you graduate from
9 high school and college or --

10 A I graduated from high school.

11 Q All right. When did you graduate high
12 school?

13 A 1960.

14 Q And where was that, what high school?

15 A High School of Charleston.

16 Q Okay. Did you pursue any education
17 after that?

18 A Well, I became a hairdresser.

19 Q Okay. And is that what you did for
20 work for most of your life, is work as a
21 hairdresser?

22 A Well, when I could.

23 Q Okay. When did you last work as a
24 hairdresser?

25 A When I was -- let's see. I was



1 pregnant with the twins, 1968. They were born
2 in 1969.

3 Q Okay.

4 A And then, of course, I was planning on
5 working later, but I just felt like I couldn't
6 leave my children alone.

7 Q Okay. So in -- it's my understanding
8 that Danny, Jamie, Nick, and Tony, that their
9 father was James Strobel; is that correct?

10 A Yes.

11 Q Okay. And in 1968 when you were
12 pregnant with the twins and stopped working, at
13 that point in time, you were married to James
14 Strobel?

15 A Yes.

16 Q Okay. Do you remember when you and
17 James got married?

18 A 1960.

19 Q In which county were y'all married in?

20 A Charleston.

21 Q Okay. How long were you married to
22 James?

23 A I think it was about 17 years.

24 Q Okay. About 1977?

25 A (Nonverbal response.)



1 Q Okay. And I know at some point in time
2 after 1977 that you got remarried.

3 Was that to Mr. Ogletree?

4 A 1980.

5 Q Okay. And was that to Mr. Ogletree?

6 A Yes.

7 Q Okay. Other than the marriage to
8 Mr. Strobel and then remarrying -- or marrying a
9 second time to Mr. Ogletree, have you ever been
10 married --

11 A No.

12 Q -- at any other time in your life?

13 A No.

14 Q Okay. And your memory is that you
15 married Mr. Ogletree in 1980?

16 A 1980.

17 Q Now, I understand he passed away; is
18 that right?

19 A Yes.

20 Q Okay. What did he do for a living,
21 Mr. Ogletree?

22 A He worked at the shipyard.

23 Q Okay. What did he do at the shipyard?

24 A He was a -- some kind of technician. I
25 can't remember.



1 Q How did y'all meet?

2 A Hmm?

3 Q How did y'all meet?

4 A Well, we went to high school together.

5 Q Okay. So did y'all -- did you know

6 Mr. Ogletree throughout the time you were
7 married to James Strobel?

8 A Yes.

9 Q Did y'all -- did you and Mr. Strobel
10 socialize with Mr. Ogletree or --

11 A No.

12 Q -- was he your friend?

13 A No.

14 Q Okay. So what happened after 1977 when
15 you obviously at some point reconnected with
16 Mr. Ogletree and got married to him?

17 A What happened?

18 Q Yeah. Did like y'all, like, meet, you
19 know, online? I'm joking, but...

20 A Well, I guess we met up dancing or
21 something.

22 Q Okay.

23 A We were Shaggers.

24 Q Okay. You know. I'm from Dillon,
25 South Carolina, it's near Myrtle Beach.



1 Do you know where Myrtle Beach is?

2 A Yeah.

3 Q And they do a lot of Shagging down
4 there.

5 A Yeah.

6 Q North Myrtle Beach.

7 A Yeah.

8 Q I can Shag a little bit, but not that
9 much.

10 Do you remember when you and
11 Mr. Ogletree would have first started dating or
12 seeing each other after 1977?

13 A I don't know. I can't remember.

14 Q But how long had y'all been seeing each
15 other before you got married?

16 A I guess a couple years before we got
17 married.

18 Q Okay. So approximately 1978?

19 A Something like that.

20 Q And Mr. Ogletree's now passed away;
21 correct?

22 A Uh-huh.

23 Q Did y'all have any children together?

24 A No.

25 Q Did Mr. Ogletree have any children from



1 a prior marriage?

2 A No.

3 Q Who else was he close to in his life
4 other than you? Did he have relatives, aunts,
5 uncles, friends?

6 A He had a father and a stepmother.
7 Well, his mother died and then his father
8 remarried. I don't know remember what date it
9 was.

10 Q Okay.

11 A But his mother was gone before I came
12 along.

13 Q Oh, okay. She was gone prior to 1978?

14 A Um-hmm.

15 Q Okay. So approximately when did
16 Mr. Ogletree die?

17 A That's what I was thinking about this
18 morning. I knew that for a long time, now I
19 forgot.

20 Q Well, I've got it somewhere. You don't
21 have to worry about that at the moment.

22 But at the time that he did die, was
23 his father still living at that time?

24 A No.

25 Q Okay.



1 A No.

2 Q Okay. So when he died, his mother and
3 father were deceased?

4 A Yes.

5 Q He had no children?

6 A No.

7 Q And he had been married to you since
8 1980?

9 A We were married just short 30 years.

10 Q Okay. Well, congratulations on that.
11 Belatedly, of course.

12 Did -- did your children -- you know,
13 Danny, Jamie, Nick, or Tony, did they have any
14 relationship with Mr. Ogletree?

15 A Well, we had -- we did visitation every
16 two weeks.

17 Q Okay. Well, I'm -- we'll talk about
18 that. But I'm talking about, you know,
19 throughout their -- your children's adult life
20 prior to the time Mr. Ogletree died, did your
21 children have a close relationship with
22 Mr. Ogletree?

23 A Well, yeah. I mean, well, we -- you
24 know, when we were married, they had a
25 relationship with him, you know?



1 Q Okay. I mean, were they -- I mean, did
2 he --

3 A Helping -- was helping with college and
4 all that.

5 Q Mr. Ogletree did?

6 A Um-hmm.

7 Q Okay. Would you describe any of their
8 relationships as like a father-son type
9 relationship with Mr. Ogletree, or was it not
10 that close?

11 A Close. You know, good relationship.

12 Q Okay.

13 A Of course they know who their father
14 was.

15 Q Sure.

16 A I think.

17 Q It's my understanding that when Ollie
18 Ogletree passed away, that he more or less left
19 everything to you; is that correct?

20 A Yes.

21 Q And that you inherited or --

22 A My house.

23 Q -- received whatever he had because you
24 were his wife of almost 30 years?

25 A Yes.



1 Q Okay. What -- what did he have when he
2 passed away? What did he leave you?

3 A Well, we owned the house on Johns
4 Island.

5 Q Um-hmm.

6 A And I can't remember how much money we
7 had in the bank. I don't remember that.

8 Q Was it more or less than a million
9 dollars?

10 A Oh, it was much less.

11 Q Okay. Was it more or less than
12 500,000?

13 A Yes, sir.

14 Q More or less?

15 A Less.

16 Q Okay. Well, was it more or less than
17 250,000?

18 A Yes. Less.

19 Q Well, about how much was it?

20 A I don't know. I can't remember.

21 Q But it was less than \$250,000?

22 A Oh, Yes.

23 Q Was it less than \$100,000?

24 A Yes. We didn't have much money.

25 Q Okay. Did he have any, like,



1 retirement, 401(K)? I mean, if he worked out as
2 a --

3 A Retirement. He paid into a retirement
4 for me, too, to make it more.

5 Q Okay.

6 A For me to get more money.

7 Q Right. And how much did you receive
8 from that, or do you still receive it?

9 A Well, I get like -- well, I have a --
10 like \$1,900 a month from he -- what he left and
11 then what he gave me, and then I have a small
12 Social Security.

13 Q Okay. I'm just -- I'm just focused on,
14 right now, what you received when Mr. Ogletree
15 passed away. And I heard you say a house,
16 \$1,900 a month from some retirement that he had
17 paid into.

18 A \$400 and something for Social Security
19 of my own.

20 Q Okay. And is that -- is that -- I
21 mean, what else did he have when he died?
22 Stocks and bonds or investment properties or --

23 A No.

24 Q -- interest in companies?

25 A No.



1 Q Nothing?

2 So the only two things you can remember
3 that he really owned at the time of his death
4 was a house?

5 A Yeah. And a few dollars. I don't
6 remember how much we had in the bank.

7 Q I gotcha. But he also owned this
8 interest in this retirement account that's now
9 paying you \$1,900 a month; correct?

10 A Yeah.

11 Q And that's --

12 A Well, it wasn't that much at first.
13 But I think I started off at \$1,300.

14 Q Okay. And it's gone up?

15 A And then it increased.

16 Q Okay. And then you --

17 A I own my house now, too.

18 Q Okay. Because he left it to you, or he
19 left an interest in it?

20 A Well, I sold the house on Johns
21 Island --

22 Q Okay.

23 A -- and I bought the one in
24 Knightsville.

25 Q Okay. Did you use the proceeds from



1 the sale of the house on Johns Island to buy the
2 new house?

3 A Yes.

4 Q Do you remember how much you sold the
5 old house for and how much the new house was,
6 roughly?

7 A I think I sold the house for -- let me
8 see. Things were going down at the time. If
9 they hadn't, I would have gotten a lot more
10 money.

11 Q Every time I try to sell something,
12 that's what happens, it goes down. So I'm in
13 same boat.

14 A But it helped when I bought my other
15 house.

16 Q I gotcha.

17 A It was 200 -- I want to say 278, but I
18 think it was more than that. Maybe 290 or
19 something like that.

20 Q Okay. And how about the new house that
21 you bought?

22 A The new house was like 177.

23 Q Okay.

24 A So I had a little money left.

25 Q Okay. Did you have a mortgage on that



1 old house that you sold for 278 to 2890?

2 A No.

3 Q Okay.

4 A We owned it.

5 Q And did you have a mortgage on this new
6 house that you bought?

7 A No. I didn't have a mortgage. I paid
8 cash for it.

9 Q I gotcha. Old school. Old school,
10 wrote them a check for it.

11 A Old school.

12 Q I got it.

13 So I just want to make sure I got this
14 correct. You correct me if I'm wrong.

15 But if I understand your testimony,
16 that when Ollie Ogletree died --

17 A Yes.

18 Q -- after y'all had been married for
19 approximately 30 years, the only thing you
20 received from his death or as a result of his
21 death was the old house? We'll just call it the
22 old house. Okay?

23 A To me, it wasn't an old house.

24 Q Well, what's the address? We can call
25 it whatever you'd like.



1 A It was Nomad Lane, but I can't remember
2 the number.

3 Q That's all right. Nomad Lane. I like
4 that.

5 A In Mount Pleasant. Mount Pleasant.

6 Q All right. So --

7 A No. Excuse me. Johns Island.

8 Q I gotcha.

9 A No, I'm wrong.

10 Q Okay. So he left you the Nomad Lane
11 house?

12 A No. That was -- that was one we sold
13 in Mount Pleasant. We had a house in Mount
14 Pleasant. And I can't remember the name of
15 the --

16 Q Well, I was just going to call it the
17 old house, but you didn't want to call it that.
18 What do you want to call it?

19 A Well, it's not that old. I can't
20 remember when we bought it. Well, I don't know.
21 Let's see, we bought it in 2000.

22 Q All right. Let's call it the 2000
23 house.

24 So you sold -- or you -- when
25 Mr. Ogletree died, he left you the 2000 house,



1 right?

2 A Um-hmm.

3 Q Okay. And the only other thing you
4 received as a result of his death in any way,
5 shape, or form is an interest in a retirement
6 account that currently pays you approximately
7 \$1,900 a month?

8 A It didn't then, though.

9 Q I gotcha. But now it does?

10 A Now.

11 Q And it will be more in the future?

12 A Well, now it's like \$1,900 and then I
13 get 400-something from my Social Security. So I
14 make roughly \$2,400 --

15 Q I gotcha.

16 A -- a month.

17 Q But that Social Security that you get,
18 that's for what you paid into Social Security --

19 A Right, right.

20 Q -- it doesn't have anything --

21 A Right.

22 Q -- to do with him.

23 Is that your understanding?

24 A Right. A little bit of money, yeah.

25 Q Okay. And you sold the 2000 house that



1 he left you and used the proceeds from that to
2 buy this \$177,000 house?

3 A Uh-huh.

4 Q Okay.

5 A Which is worth more than that now.

6 Q Uh-huh. Yeah. Charleston's going
7 crazy. You see those bumper stickers that say
8 Charleston, we full?

9 A I'm sorry?

10 Q Those bumper stickers that say,
11 Charleston, we full. In other words, there's
12 enough people here, we don't want anybody else
13 moving here.

14 Have you seen those?

15 A I -- I wish that was true. I hope they
16 don't -- I hope nobody comes.

17 Q I'm going to get you one of those
18 bumper stickers.

19 A We have enough people. But we're not
20 Number 1 anymore.

21 Q I heard.

22 A We're Number 3.

23 Q I heard that. I wasn't going mention
24 it, but...

25 Okay. I understand that -- well, tell



1 me when and how your relationship with
2 Mr. Strobel came to an end.

3 A Well, you know, Mr. Strobel had an
4 affair before she came along, too.

5 Q Okay. Men have done that --

6 A And then --

7 Q -- throughout history. I understand.
8 But go ahead.

9 A But we got through that and then --
10 what did you ask me? When did it happen?

11 Q When did your relationship with him
12 end, and how did it end?

13 A Well, I didn't think it ended, really.
14 He just started up this new relationship with
15 Ms. Mitchum.

16 Q Well, at some point, you thought it
17 ended because you got remarried to Mr. Ogletree,
18 right?

19 A Well, yeah. But I was already
20 divorced.

21 Q Um-hmm.

22 A I mean --

23 Q So it might have --

24 A It's hard to stay with somebody that
25 sees -- that's having an affair and you think it



1 ended and then it started up and then hadn't
2 ended. And I can't -- I couldn't picture us --
3 well...

4 Q Staying together?

5 A They really wanted to divorce --

6 Q I gotcha.

7 A -- so to it came to a divorce.

8 Q Okay. Well, and I understand that he
9 has purported to have an extramarital affair.
10 You didn't like it. I wouldn't like it either.

11 A No.

12 Q I got that part.

13 And, therefore, y'all decided you were
14 going to get a divorce; is that right?

15 A Yes.

16 Q Okay. And do you know approximately
17 when that was?

18 A Well, let's see. I think -- I think
19 the actual divorce -- how it was -- I guess it
20 was 1977, right?

21 Q That's what I thought. But I want to
22 see if -- is that what you remember, 1977? I'll
23 tell you, that's what I -- that's what I think,
24 too but...

25 A But what?



1 Q Well, I'm just asking. Is that --

2 A That's what -- I think that's what it
3 was.

4 Q Okay.

5 A At least, you know...

6 Q Were you -- were you -- were you mad
7 when you found out that he was sleeping around
8 on you?

9 A Well, I was hurt.

10 Q Well, you can be hurt and mad. My
11 question was --

12 A Well, I was mad too, yeah.

13 Q -- were you mad?

14 A I mean, I didn't -- well, with the
15 first one, I -- with the first affair he had, I
16 cried all the time. I lost about 10 pounds. I
17 kept bumping into walls. I mean, it was --

18 Q Bad.

19 A -- very hurtful.

20 Q Sure.

21 A Very hurtful.

22 Q I'm sorry you had to go through that.

23 A And so...

24 Q And then I guess when it happened a
25 second time, then that made it ten times worse?



1 A I didn't -- I wasn't -- I didn't get
2 that sick. I didn't get -- it was very hurtful.
3 Well, we -- I met him when I was 13.

4 Q Um-hmm. Let me ask you this.

5 When either this first affair happened
6 or the second affair that led to the divorce,
7 did you ever have to seek any type of medical
8 treatment or mental health counseling or any
9 type of counseling type services because of the
10 pain and hurt that it caused you?

11 A Probably did.

12 Q Okay. Did you ever have any, like,
13 substance abuse problems or anything of that
14 nature?

15 A No.

16 Q Okay.

17 A Never.

18 Q But you do recall that you did seek
19 some counseling services from somebody?

20 A It wasn't the first time I had
21 counseling.

22 Q Okay. Did you have some underlying
23 issues where you had sought counseling before
24 these things came up?

25 A Yeah.



1 Q Okay.

2 A In Clemson when we first got married.

3 Q Okay.

4 A I was really crazy.

5 Q Okay.

6 A I mean --

7 Q You said you were crazy?

8 A I mean, I wasn't crazy, but I was --

9 there were things he did that -- he wasn't

10 studying, he flunked out of Clemson --

11 Q Um-hmm.

12 A -- he flunked out of the Citadel. And

13 the thing that is surprising to me is he -- the

14 shipyard sent him to the Baptist College.

15 Q Um-hmm.

16 A It was a Baptist College then, and he

17 graduated summa cum laude, that's how smart he

18 was. But he didn't -- I don't know why he just

19 didn't want to study. Just played, flew

20 airplanes, and jumped out of airplanes and stuff

21 like that. It was very -- very difficult.

22 Q He sounds a lot like me, unfortunately.

23 A Really?

24 Q When I went to Clemson, I majored in

25 fraternity and minored in sorority. I wasn't



1 interested in books at that point in time.

2 But, in any event, so you mentioned
3 something about these things in Clemson and what
4 was going on and that you had -- I think you
5 said -- correct me if I'm wrong -- that that's
6 one of the things --

7 A Show me --

8 Q Wait. Let me finish.

9 -- that's one of the things that led to
10 you go get some counseling before the these two
11 affairs came up; is that right?

12 A Yeah, I did, I went to --

13 Q Okay.

14 A -- counseling. I went to the doctor
15 and he couldn't help me so he sent me to a
16 psychiatrist in Greenville and --

17 Q Were you ever diagnosed with any type
18 of definitive condition?

19 A I was just depressed, you know --

20 Q Okay.

21 A -- anxiety.

22 Q Anything other than depression?

23 A No.

24 Q Okay.

25 A I mean, it was -- I got over it him.



1 Q I got you. At least it sounds like,
2 though, that through -- at least before these
3 affairs happened, that you had whatever going on
4 in your life that had led to you go see a doctor
5 who had then referred you to a psychiatrist
6 before that stuff ever came up; is that right?

7 A Before what stuff?

8 Q The affairs.

9 A Oh, yeah. I don't know what he was
10 doing in Clemson. He was very jealous, very
11 jealous.

12 Q You --

13 A What are you looking at? What are you
14 looking at? How -- what you talking about? He
15 always thought I was looking at somebody. You
16 know, what are you talking about? He finally
17 got over that.

18 Q He didn't want anybody else --

19 A He always thought I was going to leave
20 him, I was going to leave him when we were at
21 Clemson.

22 Q Okay.

23 A I said, if you do this to me again, I'm
24 leaving. He said no, no, no. No, no, no. So
25 after that it get better, you know?



1 Q And did y'all move back to the
2 Lowcountry?

3 A Yeah.

4 Q And you don't remember approximately
5 when that was when you moved back to the
6 Lowcountry?

7 A Let's see. I guess it was 1963 when --
8 it was 1964, I guess.

9 Q When were the children born with
10 respect to this move from Clemson back to the
11 Lowcountry?

12 A Well, Danny was born -- well, I was
13 pregnant when we left Clemson.

14 Q Uh-huh.

15 A And Danny was born in 1963.

16 Q Okay. And then when were the other
17 children born?

18 A Jamie was born in 1965.

19 Q And then --

20 A The twins were born in 1969. So I had
21 four kids in five years. That's not very easy.
22 I don't know how that happened.

23 Q I'll tell you one thing, I'd been at a
24 doctor, too, a nervous doctor.

25 A It was rough.



1 Q I bet it was.

2 And so I guess by the time you and
3 Mr. Strobel decided y'all were going to call it
4 quits, these children would have been, you know,
5 7 to 10, 12 years old --

6 A Um-hmm.

7 Q -- range; is that right?

8 Is that --

9 A Yes. Right. His -- their
10 grandparents, they were their eyeballs. They
11 loved my children, extremely loved my children.

12 Q That was at James's parents or your
13 parents?

14 A His parents, Jimmy's.

15 Q Okay.

16 A Well, they were gone before the affair
17 came along because if that affair had happened
18 when they were still living --

19 Q I already know the answer.

20 A I can tell you what that would be.

21 Q That Poppa Strobel would have come down
22 hard on somebody.

23 A I mean, it would have been pretty bad.

24 Q In the plow dirt, he would have took
25 him, I bet.



1 A Hmm?

2 Q That's just an old expression. Plow
3 dirt is when you take somebody out in the yard
4 and rough them up. I think that's what
5 Mr. Strobel's father would have done if he had
6 known about the affair.

7 Anyway, I'm sorry we're having to go
8 through all this. But it's a -- you know, we
9 got this lawsuit so we've got to do it.

10 So tell me what you remember about
11 how -- and you've already said you thought it
12 was 1977 -- but how and when you and Mr. Strobel
13 ended your relationship with each other.

14 A Well, we were separated first.

15 Q Okay.

16 A And the divorce was 1977. We separated
17 in, I think it was 1974, maybe.

18 Q Okay. Well, what was it that happened
19 in 1977, three years later after you had
20 separated, that, you know, caused you to want to
21 get a divorce?

22 MR. DAVID: Object to the form.

23 BY MR. TWOMBLEY:

24 Q I told you about that. You -- you can
25 go ahead and answer it. He's got -- we got his



1 objection down.

2 A Well, everything was over, really, you
3 know?

4 Q Okay. Now where were you living after
5 y'all were separated?

6 A Givhans.

7 Q Okay. And where was he living?

8 A With his -- with his girlfriend.

9 Q Okay. And that's Paula?

10 A Uh-huh.

11 Q I'm not even going to ask you what you
12 think of her.

13 A Not going to ask me what?

14 Q What you think of her. I'm sure you
15 don't have a very favorable opinion. That's
16 okay.

17 So you lived at the Givhans property
18 and he lived with Paula.

19 Do you know where he lived with Paula?

20 A I'm not sure about that. I don't
21 know --

22 Q I mean, what --

23 A -- in Summerville, I think.

24 Q Somewhere in Summerville?

25 A I think.



1 Q And when y'all separated in
2 approximately 1974, where were the children
3 staying?

4 A They were with me.

5 Q Always?

6 A Um-hmm. It was rough. It was hard.

7 Q At some point, you retained a lawyer to
8 help you with the divorce; correct?

9 A When we got the divorce, we met with
10 Jimmy Messervy together and Them, T-H-E-M, I
11 can't remember his first name.

12 Q So y'all had the same lawyer for the
13 divorce?

14 A We had same the lawyers. I mean, then
15 he went off and got a new lawyer.

16 Q Okay. Do you know --

17 A I don't even know if I had a lawyer. I
18 don't remember anybody helping me with anything.

19 Q So do you -- do you -- let me ask you
20 this.

21 Are you testifying today under oath
22 that you did not have a lawyer for the divorce
23 in 1977?

24 A Well, I think I went and got a lawyer
25 later when he wouldn't pay -- he wouldn't me



1 my -- what do you call it? He wouldn't pay me
2 the --

3 Q Alimony or child support?

4 A Yeah. He wouldn't pay me that monthly
5 so I went to a lawyer and then --

6 Q But I'm talking about prior to that,
7 prior. You said that you and Mr. Strobel --

8 A I didn't hire a lawyer.

9 Q But y'all both went to Mr. Messervy?

10 A Um-hmm.

11 Q And did he tell y'all how to get a
12 divorce?

13 A I can't remember what happened.

14 Q Well, that's why you went to him, was
15 it not?

16 A Yeah. I -- you know, I was very naive
17 then. You know, I -- I mean, I should have
18 hired my own lawyer. I didn't know -- I didn't
19 know what to do. I was stupid, I guess.

20 Q Okay. So did you -- I'm just trying to
21 find out what your memory is, what you're going
22 to say if we go to court.

23 In 1977 when y'all got a divorce, you
24 know, did you consider Mr. Messervy your
25 attorney?



1 A I guess. I don't know. When he went
2 and a got new one, I think Mr. Thems was more --
3 helping me more than Messervy was. You know, I
4 just didn't know anything about lawyers and
5 stuff like that back then.

6 Q I gotcha.

7 A And -- but now I know I should have
8 gotten my own lawyer. I mean, that's what I
9 would do now.

10 Q Yeah. Well, sometimes getting a lawyer
11 can be a good thing. Sometimes it can be a bad
12 thing.

13 A I know that.

14 Q But in any event, I'm just trying to
15 find whether it was a good lawyer or a bad
16 lawyer or the same lawyer or a different lawyer.

17 Did you have a lawyer that you were
18 asking questions to and about the divorce
19 process in 1977?

20 A I don't remember anything.

21 Q Okay. Well, you do remember at some
22 point in time, you had spoken with Mr. Messervy,
23 and at another point in time, you had his
24 partner, Mr. Thems that maybe was helping you --

25 A Um-hmm.



1 Q -- more than Messervy had --

2 A I think, yeah.

3 Q Did you ever have any other lawyers,
4 any different lawyers than those two?

5 A I had a different lawyer when I went to
6 see about getting my money.

7 Q Okay. And who was that lawyer?

8 A Gordon Garrett.

9 Q Okay. So it's my understanding that
10 you and Mr. Strobel signed an agreement to
11 separate your property, and then thereafter, he
12 obtained -- y'all obtained a divorce; is that
13 correct?

14 MR. DAVID: Object to the form.

15 THE WITNESS: We didn't separate
16 the property. We didn't do anything
17 with the property at that time.

18 BY MR. TWOMBLEY:

19 Q You didn't?

20 A No.

21 Q Okay. Are you sure about that because
22 I've got an agreement, I can show it to you.
23 But the --

24 A No. I mean, when we divorced -- well,
25 I don't really know what he did. I know that I



1 had asked -- all I asked for was the alimony.

2 Q Well, let me try to ask the question a
3 different way because I think you may be getting
4 hung on up on the way I asked it, and probably I
5 didn't do a good job at it.

6 Do you remember that at least at some
7 point in time related to this divorce that y'all
8 wanted --

9 MR. DAVID: Object to the form.

10 BY MR. TWOMBLEY:

11 Q Did you want to get a divorce from
12 Mr. Strobel?

13 A Well, I probably wouldn't have if he
14 hadn't done that, you know, I mean --

15 Q But, I mean, in --

16 A When somebody is, after two years,
17 starts crying, I mean, what do you do?

18 Q Yeah. I gotcha.

19 A I said, what's wrong with you? Then I
20 thought, Oh. I realized what's -- I realized
21 what was going on. I mean, if he's that
22 unhappy, what do you do?

23 Q Well, I would have gotten a divorce
24 too. I guess if my wife did that, I'd probably
25 divorce her. So I'm not criticizing you, I'm



1 just --

2 A No.

3 Q I'm just asking a simple question, that
4 in light of everything that he had done, did
5 you, in fact, want to divorce him?

6 A Well, I thought it was the thing to do.

7 Q Okay. I gotcha.

8 A I mean, if he was that unhappy with me,
9 but...

10 Q Sure. I understand.

11 A I think if -- well, I don't know if I
12 should say that.

13 Q Well, you know I'm going to ask you.
14 What -- what were you not going to say?
15 You're under oath so you --

16 A If I had it to do over again.

17 Q Okay. Well, you know, look --

18 A If I had it to do over again, things
19 would have been different.

20 Q I think every one of us can look at our
21 life and say that. So don't beat yourself up
22 too hard about that.

23 But just so we're clear -- and, again,
24 I'm not criticizing you. But you did, in fact,
25 based on his behavior, the fact that he wouldn't



1 do what you felt he needed to do, that you did,
2 in fact, want to divorce him, and --

3 A Well --

4 Q -- correct?

5 A -- it was --

6 Q Mutual?

7 A -- mutual.

8 Q Y'all both wanted a divorce; correct?
9 Correct?

10 A We what?

11 Q You both wanted a divorce? He wanted
12 to divorce you and you wanted to divorce him?

13 A It had come to that.

14 Q I'm sorry, say that again.

15 A It had come to that.

16 Q Okay. I gotcha. I wanted to make sure
17 we got that straight.

18 And why you can't remember specifically
19 related to the divorce, you would have either
20 had the same lawyer that he had, Mr. Messervy,
21 or you would have talked Mr. Thems, and then at
22 some point after the divorce, you also worked
23 with Attorney Gordon Garrett; is that correct?

24 A I think just a couple of times. It was
25 just -- one was a -- well, he was a friend of a



1 friend of mine and that's why I went to him.

2 Q Okay.

3 A And...

4 Q So what did Mr. Messervy and Mr. Thems
5 tell you and Mr. Strobel about getting a
6 divorce?

7 A I don't remember.

8 Q You don't remember?

9 A (Nonverbal response.)

10 Q Okay.

11 A I just don't know. I mean, he went and
12 got another lawyer. I'm not sure. I can't even
13 remember why he did that. I guess he figured
14 that he would get another lawyer, it would be
15 more in his favor or something, I guess, you
16 know, whatever. I don't know.

17 Q Is it your memory that when you went
18 and got a new lawyer, Mr. Garrett, that that was
19 about the same time that James -- that Jimmy got
20 a new lawyer because y'all --

21 A No, that was -- this was after the
22 divorce --

23 Q Right.

24 A -- because I wasn't getting my money.

25 Q Right. And you went and got a new



1 lawyer for that; correct?

2 A That's all.

3 Q And Jimmy went and got a new lawyer for
4 that as well, right?

5 A I don't know.

6 Q Okay.

7 A I don't remember anything about that.
8 I just know I got my money. I mean, I had to --
9 I mean, it was not very much money for five
10 people, I can tell you that.

11 Q There was a guy that started showing up
12 in some of the paperwork.

13 Is it Grover Seaton or something like
14 that? Yeah, Grover Seaton at Paul and Seaton
15 Law Firm.

16 A I don't know anything about that,
17 Grover Seaton. For what?

18 Q But that could have been the new lawyer
19 that James went and got after y'all --

20 A Well, that may be -- maybe so, yeah.

21 Q Okay.

22 A I don't remember his name.

23 Q And that's when you went and got Gordon
24 Garrett?

25 A No. Gordon Garrett was after the



1 divorce.

2 Q Well, I guess -- I guess maybe I'm --
3 that's what I was talking about, is after the
4 divorce --

5 A After the --

6 Q -- when you and James --

7 A He wasn't -- he wasn't giving me my
8 money at that time.

9 Q I gotcha.

10 A And I went there to get help --

11 Q To get your money?

12 A Right.

13 Q And you went to Mr. Gordon Garrett?

14 A Um-hmm.

15 Q And he went to this other lawyer --

16 A No.

17 Q -- Grover Seaton.

18 A No. That was, I think, when -- that
19 was when we were getting the divorce. We went
20 and got -- I guess that's his name. I don't
21 remember his name. That's when -- we were
22 getting a divorce, I think that's when he
23 decided to go ahead and get another lawyer. I
24 don't -- it's just so much and it's been so long
25 ago.



1 Q You just can't say one way or another?

2 A But it wasn't -- he didn't get a lawyer
3 when I asked him for the money, why would --

4 Q I mean, how -- how long --

5 A I mean, why would he do that?

6 Q -- ago was that?

7 A Huh?

8 Q I guess --

9 MR. GHOM: Ashley, just let her
10 finish her answers. You guys are
11 over -- talking over each other.

12 MR. TWOMBLEY: That's a good
13 point.

14 THE WITNESS: What?

15 BY MR. TWOMBLEY:

16 Q Yeah. I'll tell you, we are talking at
17 the same time and I'm doing a bad job of
18 interrupting you and sometimes you're
19 interrupting me. So I'm going to do my best --

20 A Sorry.

21 Q -- to let you finish the answer before
22 I ask another question. You do your best to let
23 me finish my --

24 A Okay.

25 Q -- question.



1 A Right. Okay.

2 Q All right. These events that we're
3 talking about happened in 1977. I guess that's
4 about 47 years ago, is that right, or 48 years
5 ago?

6 A Something like that.

7 Q Do you have a clear memory about all
8 this? It was a long time ago.

9 A Not all of it.

10 Q I'm sorry?

11 A Not all of it.

12 Q Not all of it?

13 Do you know if Mr. Strobel were alive,
14 do you know if he would have a better memory
15 than you, if he were alive today, about what
16 happened back then?

17 A Excuse me. I don't know.

18 Q Okay.

19 A I don't know. I know he was sick, you
20 know, getting -- I think his mind was fine.

21 Q Okay. Let me ask you this.

22 Is Gordon Garrett still alive?

23 A That's what we were trying to figure
24 out. We were trying to figure that out on the
25 way here.



1 THE WITNESS: Did we find out? I

2 don't know.

3 BY MR. TWOMBLEY:

4 Q Will you --

5 A I don't know. I don't know. Because I
6 think that Michael told me --

7 Q Don't --

8 THE WITNESS: Did Michael say --

9 BY MR. TWOMBLEY:

10 Q Don't --

11 THE WITNESS: -- that he passed
12 away?

13 BY MR. TWOMBLEY:

14 Q Don't tell me what your lawyer told
15 you.

16 A Well, Michael said he's passed away.

17 Q Okay. What about this other guy,
18 Grover Seaton, do you know if he's still alive?

19 A I have no idea who he is. I mean, no.
20 I don't even know him at all.

21 Q I mean, do you know if any of these law
22 firms are even still in existence, the Paul and
23 Seaton Law Firm?

24 A I don't know.

25 Q No?



1 A I don't know. I have no idea. I never
2 knew who he was. I never knew that name. I
3 just know that he went and got another lawyer.

4 Q Okay.

5 A I don't know what his name was.

6 Q Well, what about Mr. Messervy, is he
7 still alive?

8 A I don't know.

9 Q What about his law partner, Mr. Thems?

10 A I don't think so.

11 Q It sounds like everybody involved in
12 this thing is dead except you.

13 Do you know of anyone that's alive
14 today that we could go ask and who would have a
15 clear memory of exactly what happened and when
16 it happened back in 1977?

17 A No, I don't know.

18 Whoops, forgot to turn it off.

19 THE VIDEOGRAPHER: Off the video.

20 MR. TWOMBLEY: No, let's stay on.

21 THE VIDEOGRAPHER: We're on.

22 THE WITNESS: Off.

23 BY MR. TWOMBLEY:

24 Q So you do not know of anyone?

25 A No, I don't.



1 Q Okay. And, of course, we can't ask
2 Mr. Strobel because he's now dead and buried;
3 correct?

4 A Be four years in January. It was a
5 long time ago. It's been a long time.

6 Q Well, let me ask you this, and I know
7 you're not a lawyer, but I know you're pretty
8 smart, too.

9 But if we had a question, a dispute
10 about what happened or when it happened, other
11 than asking you -- I mean, who else could we
12 possibly talk to to try to get that --

13 A Everybody's gone.

14 Q Everybody's gone? Okay.

15 A I mean, because -- everybody was old
16 but us, I guess.

17 MR. TWOMBLEY: Okay. All right.
18 Here's what we're going to do. I'm
19 going to take about a five-minute
20 break, let you stand up and exercise
21 your legs. I'm going to do the same
22 thing.

23 Remember, please don't talk to
24 anybody about your testimony. And
25 we'll come back in about ten minutes



1 and move on to the -- the next chapter
2 of this. Okay?

3 THE WITNESS: All right.

4 MR. TWOMBLEY: Thank you.

5 THE VIDEOGRAPHER: It's 11:09.

6 We're going off the video.

7 (Whereupon, a break
8 was taken from 11:09 A.M.
9 until 11:22 A.M.)

10 THE VIDEOGRAPHER: It's now 11:22.

11 We're going back on the video.

12 BY MR. TWOMBLEY:

13 Q All right. Just to kind of summarize
14 what we've covered.

15 You were married to Mr. Strobel roughly
16 in 1960, right?

17 A Um-hmm.

18 Q And y'all got divorced in 1977?

19 A Right.

20 Q And 1980, you married Ollie Ogletree?

21 A Yes.

22 Q And I guess Jimmy remarried to Paula
23 Strobel, right?

24 A I don't know when they got married.

25 Q Okay. But at some point, they got



1 married?

2 A Yes, at some point, of course.

3 Q And then Mr. Ogletree died and you
4 received his estate, right?

5 MR. GHOM: Object to the form.

6 THE WITNESS: Right.

7 BY MR. TWOMBLEY:

8 Q And on account that you were his wife;
9 correct?

10 A That's right.

11 Q Yeah. Okay.

12 MR. DAVID: Object to the form.

13 MR. TWOMBLEY: And --

14 MR. DAVID: Can I just put a
15 general objection on the --

16 MR. TWOMBLEY: Well, if it's a
17 speaking objection, you could -- I do
18 not wish for you to put it on.

19 MR. DAVID: Okay.

20 MR. TWOMBLEY: You can reserve it,
21 whatever it is, we'll deal with it, if
22 that's okay?

23 MR. DAVID: That's fine.

24 MR. TWOMBLEY: Okay. And we also
25 talk about it at a break maybe when



1 she's not in here, if you want to put
2 on it on the record, I'm fine with
3 that, too.

4 MR. DAVID: Okay.

5 MR. TWOMBLEY: But I don't want
6 her to listen to us argue about it or
7 anything, not that I would argue,
8 but...

9 THE WITNESS: Have another break?

10 BY MR. TWOMBLEY:

11 Q And we talked about this divorce and,
12 you know, what I understood you to say is that
13 at least at one point in time, you and Jimmy
14 went to the same lawyer about it, Mr. Messervy,
15 right?

16 A Yes.

17 Q And then at one point in time, either
18 you or you and Jimmy were talking to to his
19 partner, Mr. Thems?

20 A Yes. He was in the same...

21 Q Office, law firm?

22 A Yes.

23 Q Right. But that about --

24 A And he was there.

25 Q That was about the divorce, right?



1 A Yeah.

2 Q That's it. And then at some point in
3 time after that, you got a separate lawyer and
4 Jimmy got a separate lawyer, Gordon Garrett and
5 this other guy --

6 A Well --

7 Q -- Grover Seaton?

8 A -- Gordon Garret came after the
9 divorce. I didn't get him for the divorce.

10 Q Well, I just --

11 A We weren't married then.

12 Q Right. But at some time after the
13 divorce, you and Mr. Jimmy Strobels, you got your
14 own lawyer sometime after the divorce and he got
15 his own lawyer sometime after the divorce;
16 correct?

17 MR. GHOM: Object to the form.

18 THE WITNESS: I don't really count
19 seeing Gordon Garrett, just that one
20 time, as having gotten another lawyer,
21 you know. I mean -- I mean, because we
22 were already divorced. I didn't
23 have -- given -- I didn't get another
24 lawyer during -- you know, when we were
25 getting a divorce.



1 BY MR. TWOMBLEY:

2 Q I gotcha. But after the divorce was
3 over, you did go hire Mr. Garrett, I thought you
4 said, to help you get the money you felt like
5 you were owed?

6 A I think I just saw him once or twice.

7 Q Okay. I thought you said that he did a
8 good job and got you the money?

9 A Yeah, he got me the money.

10 Q Okay. Well, that's what you wanted him
11 to do, wasn't it?

12 A Of course.

13 Q That sounds like a good job to me,
14 but...

15 A Well, yeah.

16 Q Okay.

17 A But I mean...

18 Q And I understand -- you correct me if
19 I'm wrong -- but as far as when you and Jimmy
20 went to meet with Mr. Messervy or Mr. Thems
21 about the divorce, you do not have any clear
22 memory about exactly what was said or how that
23 happened --

24 A No.

25 Q -- or what he told you?



1 A I don't. I don't.

2 Q Are you confident you do not have any
3 memory of exactly what happened with
4 Mr. Messervy and Mr. Thems?

5 A I can't remember what -- what we said
6 or anything like that. I can't remember.

7 Q Okay. Well, tell me anything you can
8 remember about the discussions with Mr. Messervy
9 or Mr. Thems back in 1977.

10 A Can -- tell you what I remember?

11 Q Right. Well, you told me you -- I
12 think you told me you don't remember too much --
13 (Crosstalk.)

14 BY MR. TWOMBLEY:

15 Q -- at all -- all that?

16 A I don't. I don't.

17 Q So I want to find out, what do you
18 remember?

19 A I can remember sitting in the office
20 and I think I can remember, I guess it was
21 Mr. Thems said, now, something -- something
22 about some -- I guess Messervy said -- he said,
23 now, you're not going take advantage of me or
24 something like that. Not going to take
25 advantage of her or something, something like



1 that. That's all I remember.

2 Q Okay. Do you remember anything else?

3 A No.

4 Q Do you have any -- any paperwork from
5 either of those lawyers about what may have
6 happened or what else they may or may not have
7 told you?

8 A No.

9 Q Okay. Have we -- are you sure now
10 you've told me everything that you remember
11 about what happened with Mr. Messervy and
12 Mr. Them with respect to this divorce?

13 A Yeah. I mean, I just don't remember
14 anything about it. I don't. Except that Jimmy
15 went and got a another lawyer, and then after
16 that, I'm not sure what took place.

17 Q Okay. But when -- am I correct that
18 when Jimmy went and got another lawyer, you
19 don't remember exactly when that was or why he
20 went and got another lawyer?

21 A I do remember this, he tried to reduce
22 my -- I guess it was then -- reduce my alimony.
23 And I think that's what Them said, wait a minute
24 now, you know. I wasn't getting that much
25 anyway. I think it was \$600 a month for five of



1 us. And it was a good thing the house was paid
2 for, otherwise, I don't know how we would have
3 made it.

4 Q I gotcha. So you -- the amount that
5 you remember was going to be reduced was --

6 A I think he was trying to reduce it
7 another \$100.

8 Q Okay. So you were receiving whatever,
9 \$600 a month pursuant to, you know, alimony?

10 A Imagine living on that now.

11 Q But then after that time, after he had
12 been paying you \$600 for a while, he then tried
13 to lower it to 500?

14 A He -- I think he tried to -- let's see.
15 It seemed like when we were getting the divorce,
16 he wanted to lower the -- the alimony to 500,
17 and that was, like, a no-no.

18 Q You said it seems like that.

19 Is it is fair to say you don't have a
20 clear memory of exactly when --

21 A I remember --

22 Q -- that was?

23 A -- him trying to reduce it.

24 Q But as far as when that occurred, when
25 he was trying reduce it?



1 A Well, during the divorce or whatever we
2 were doing.

3 Q Okay.

4 A I mean, I think his lawyer had to take
5 him in and give him -- tell him a few words.
6 No, you're not going to do that.

7 Q Do you know what his lawyer told him?

8 A I said -- well, as far as I know, he
9 didn't let him do that.

10 Q But my question is: Do you know? Were
11 you present for the conversation between Jimmy
12 and his lawyer?

13 A Can you repeat that?

14 Q Were you present in the room when Jimmy
15 was talking to his lawyer about that?

16 A No.

17 Q So is it fair to say, truthfully, you
18 really don't know what Jimmy said to his lawyer
19 or what his lawyer said to Jimmy?

20 A I just know he tried to reduce the
21 alimony. That's all I know. I don't know what
22 he -- I don't know what they said.

23 Q Okay. Is there anything else that you
24 can remember that you said or Jimmy said or that
25 anybody said, whether it's the lawyers or



1 otherwise, about this divorce other than what
2 you've already told us about?

3 A No. I don't remember anything else.

4 Q Okay.

5 A I've told you everything I can
6 remember.

7 Q Okay. I will represent to you that at
8 some point in time related to this divorce that
9 y'all were going to get, that you and Jimmy
10 signed an agreement that dealt with alimony and
11 the kids and other various things that are dealt
12 with when people get a divorce.

13 Do you remember that?

14 A Can you repeat that, please?

15 Q Well, let me try to do better that
16 than. I'm going to show you this document right
17 here, this document, Number 1.

18 MR. TWOMBLEY: Can I see your copy
19 of that? Okay. Yeah. All right.

20 (Whereupon, Exhibit
21 Number 1 was marked for
22 identification.)

23 BY MR. TWOMBLEY:

24 Q Okay. Yeah. All right. Now -- let me
25 see it one more time. Yeah. It's dated May



1 4th -- I'm sorry -- March the 4th of 1977.

2 Do you see that?

3 A Yes.

4 Q Okay.

5 A I've got put on my glasses, I can't see
6 with these.

7 MR. GHOM: This is Exhibit 1,
8 Ashley?

9 MR. TWOMBLEY: Yeah, I think so.

10 MR. GHOM: Just so I understand,
11 is it just the separation agreement or
12 is the addendum to it or the --

13 MR. TWOMBLEY: It's just
14 separation agreement, I think. I'm not
15 sure.

16 MR. DAVID: It's an addendum to
17 separation agreement attached?

18 MR. GHOM: To the exhibit he just
19 handed you?

20 MR. DAVID: Yes.

21 MR. GHOM: Okay.

22 BY MR. TWOMBLEY:

23 Q Do you remember anything about this
24 agreement --

25 A I don't --



1 Q -- Ms. Ogletree?

2 A It's written in old legal language.

3 Q Tell me about it. Ma'am, with all due
4 respect, to these more senior lawyers, this is
5 old lawyer language.

6 A Well, yeah.

7 Q So my -- my first question to you is --
8 and we'll -- we'll go through some of the
9 provisions in it. You'll take as much time as
10 you need to to read it.

11 But do you remember that -- that you
12 and Jimmy had signed an agreement about the
13 separation and divorce?

14 A I don't remember, but I imagine we did.

15 MR. GHOM: Object to the form.

16 THE WITNESS: In order to get one,
17 I guess you'd have to sign for it.

18 BY MR. TWOMBLEY:

19 Q Well, that's what I think.

20 (Crosstalk.)

21 BY MR. TWOMBLEY:

22 Q As far as I know --

23 A I see my signature here.

24 Q Okay. And, I mean, and it says on
25 page 1 -- and let me just show you for a minute.



1 And we'll mark this as Exhibit 1. But it
2 says -- well, just start right here and tell me
3 where it says whereas, can you just read that
4 out loud so --

5 A "Whereas certain irreconcilable
6 differences have arisen between the parties
7 causing their separation, one from the other and
8 making the continuance of the marriage
9 relationship between them impossible."

10 Q Okay. Is that a true and accurate
11 statement of the way things stood on March the
12 4th of 1977 with respect to you and Jimmy?

13 MR. DAVID: Object to the form.

14 BY MR. TWOMBLEY:

15 Q You can answer.

16 A If that's what it says, I guess that's
17 right.

18 Q Well, that's what I think it says.
19 My question is: Is that what you think
20 it says?

21 A Well, that's what it says.

22 Q Okay. And if the continuation of the
23 marriage relationship between them was
24 impossible, you -- is it fair to say that when
25 y'all did this agreement, you knew the marriage



1 relationship was going to come to an end?

2 A Right.

3 Q I mean, that's, like you said --

4 A Of course.

5 Q -- part of the fact that y'all were
6 going to get a divorce --

7 A Right.

8 Q -- signing this agreement, right?

9 A Yes.

10 Q And you didn't have any question about
11 that, did you?

12 A No.

13 Q Okay. Is it -- is it fair to say --
14 and I think you've already said it, but let me
15 just ask it slightly differently.

16 But this agreement was a critical part
17 of the divorce because it established who was
18 going to get what and who was supposed to do
19 what later?

20 MR. GHOM: Object to the form.

21 THE WITNESS: No.

22 BY MR. TWOMBLEY:

23 Q Oh, okay. It doesn't?

24 A I don't think it -- I don't think it
25 says anything about who's going to get what and



1 what we would do later, does it?

2 Q Well, let's take a minute and look
3 through it because I'm going to have some
4 questions for you. I hate to make you do
5 homework during a deposition but we've got to
6 talk about this agreement so take a minute to
7 read it. And I want you to take as much time as
8 you need. But I think you can answer this
9 question by just looking at a few things. I
10 mean, on the second page it says, "The husband
11 agrees to," and then it lists a bunch of things
12 that he's agreeing to do.

13 A (Reading sotto voce.) It was sold back
14 to me.

15 Q But I'm not interested with the details
16 right this moment. What I'm trying to --

17 A Okay.

18 Q -- just make sure I understand is
19 whether he's going to sell you something or give
20 you something or pay alimony or whatever the
21 deal was, the purpose of this agreement was to
22 agree on how things were going to be after the
23 divorce?

24 MR. GHOM: Object to the form.

25 You're putting words in the document.



1 MR. TWOMBLEY: Okay. Please do
2 not make any speaking objections.

3 MR. GHOM: Well, I'm going to
4 object --

5 MR. TWOMBLEY: Okay.

6 MR. GHOM: -- on the Providence
7 Rule.

8 MR. TWOMBLEY: Okay. That's fine.
9 Objection noted.

10 BY MR. TWOMBLEY:

11 Q Well, let me --

12 A I could really tell you some things.

13 Q Well, that's why --

14 A If you want to know some things, I can
15 tell you.

16 Q Well, I want to know them, whatever
17 they are. We're going to have to go to court
18 about them, so let's hear them. Tell me those
19 things.

20 A I can't believe that the father of four
21 sons would not leave my children something. And
22 their grandparents are rolling over in their
23 grave right now -- Okay? -- that this is
24 happening. I mean, it's just unbelievable
25 that -- it's unbelievable for me to think that



1 Paula Mitchum Strobel would just take everything
2 away from my kids.

3 I mean, that's just -- it's just
4 unbelievable. And actually, to me, it's a sin.
5 It's a sin. If you're a Christian, it would be.

6 Q Sounds like you're right fired up about
7 it.

8 A Hmm?

9 Q It sounds like you're fired up about
10 it.

11 A Well, when I think about -- first of
12 all, Jimmy's parents bought the beach house.
13 Jimmy's parents bought the land. Jimmy didn't
14 pay for it except some strip they -- they paid
15 for some strip to join the two together. And I
16 know that Jimmy's parents would want them to
17 have what they should have. No doubt about
18 that.

19 Because, I mean, if they were alive and
20 knew this was happening -- I hate to tell you
21 what I think, but it wouldn't be good. And I'm
22 not asking for anything. I'm not asking for
23 anything. What I'm asking for is for my
24 children to get what they should get.

25 And I don't see where somebody should



1 just take everything that his parents would want
2 my kids to have, and which belongs to them. I
3 mean, I don't see how anybody would want to do
4 that because there's enough to go around, as far
5 as I'm concerned. And it's hard for me to grasp
6 the thought of that happening to my children.
7 It's really hard. So I want you to know how I
8 feel about it.

9 Q Okay.

10 A And that's how I feel.

11 Q Well, I very much --

12 A I wouldn't -- I just wouldn't think
13 that Paula would really want to do that, to just
14 take everything. I mean, I just wouldn't think
15 that she's that kind of person. I really don't.
16 I don't think for -- I don't think anybody -- I
17 wouldn't think -- I know there are people like
18 that that would do that, but there's just -- to
19 know how Jimmy's parents loved my kids, and they
20 were gone before this happened. And I --
21 really, I don't know how much I can say.

22 Jimmy and I, even before he died, we
23 got along real well. We had to sit with my son
24 that's a quadriplegic. We had sit with him when
25 he was sick, and we got along then. And I



1 joined Lions Club and I think, you know, Jimmy
2 was -- he was in it and so was Paula. I think
3 she was president. And so he was going to have
4 something at his house there on the property and
5 I went and I said, I'm not making you feel
6 uncomfortable, am I? He said, oh, no, not at
7 all.

8 So I know that before it was over,
9 before he died, I know we got along fine. I
10 mean, I don't know what else I can say. I don't
11 know what else I'm supposed to say. I don't
12 know what to do by being quiet or talking.

13 Q Well, I -- you know, we -- we certain
14 want to -- I mean, my opinion is if you're going
15 to say something at trial, you know, I mean, I
16 want to know what that is today. That's the
17 whole purpose we're here today. So if there's
18 anything else you think you need to tell me,
19 please do so.

20 A I don't know. I know that he was going
21 to give the children that -- he told them that
22 he was going to leave them property. He told
23 them that. And they would get together and it
24 seemed something would go wrong. And I think
25 just before he died, actually, one of the



1 children told me that -- they said we need to
2 get together so I can give you the property.

3 But all of a sudden, I don't know why,
4 but it all -- he left it all to Paula. And I
5 thought -- and I think really and truly, I think
6 Jimmy really thinks that Paula -- thought that
7 Paula would do the right thing. I think he
8 really thought that she would, you know, give
9 them that what they should have.

10 And I know for certain that I was
11 told -- this is just hearsay. But my children
12 told me this. That their father said, you know,
13 you need -- you have to leave something to the
14 children. And -- and Paula's father was a very
15 good person. I liked him very much. And, I
16 mean, it's...

17 Q Sounds heartbreaking.

18 A You know...

19 Q Anything else you want to share with us
20 on that?

21 A I just want my kids to get what belongs
22 to them and what their father said he was going
23 to do, but didn't do. And I know he intended to
24 do it. I don't know why, if he got afraid of
25 something. I don't know. I mean, that's --



1 that's the important thing.

2 Q Okay.

3 A I mean, that's what I think this is all
4 about.

5 Q I gotcha. You have made that clear,
6 and I really appreciate you telling us how
7 important this is to you and how --

8 A And I'm not asking for anything and I
9 don't want anything.

10 Q All right.

11 A I'm not asking her to leave me
12 something. I don't have anything to -- this is
13 for my children.

14 Q I gotcha. I understand. Let me -- I'm
15 trying to move this deposition along so we're
16 not here longer than we have to be.

17 A Um-hmm.

18 Q And while I want to give you every
19 opportunity to read documents and answer my
20 questions in a way that you want to --

21 A I can't read fast.

22 Q I -- I understand that.

23 Let me just finish what I want to say.

24 Today is my opportunity to ask you the
25 questions that I want to ask you.



1 A Right.

2 Q Now, there may -- may be some other
3 things you want to talk about and some other
4 questions that you want asked and answered. But
5 today is my opportunity for you to answer my
6 questions --

7 A Well --

8 Q -- and so --

9 A -- whatever.

10 Q -- I'm just asking you -- and I don't
11 want to rush you. But if you can try to focus
12 on the specific question I'm asking and provide
13 an answer to that question, I think it might
14 save us some -- some time. Okay? But you take
15 as much time as you need. I don't -- I don't
16 want to rush you.

17 But the question we left off with was
18 that this agreement that says y'all had
19 irreconcilable differences --

20 A Um-hmm.

21 Q -- and that y'all -- it was impossible
22 to continue to be married to each other.

23 A Um-hmm.

24 Q You -- you agreed, I believe, that this
25 was part and parcel of the divorce process;



1 correct?

2 MR. GHOM: Object to the form on
3 Providence Rule Dead Man's Statute.

4 THE WITNESS: Well, if I signed
5 it, I must -- I must have agreed to it.
6 I mean, I might read it now and you
7 think I was crazy.

8 BY MR. TWOMBLEY:

9 Q Okay. But -- but I understand that.
10 But my question is; is that when you
11 and Jimmy decided y'all were going to go get a
12 divorce, the first thing y'all did was go get
13 this agreement --

14 A Okay.

15 Q -- draft it up and sign it; is that
16 right?

17 MR. GHOM: Object to the form.

18 MR. DAVID: Object to the form.

19 BY MR. TWOMBLEY:

20 Q You can answer.

21 A I -- I don't know exactly what's all in
22 here. Maybe I -- I signed it and maybe I don't
23 agree with it now.

24 Q But, see, here's my question. I didn't
25 ask you if you had signed it And I didn't ask



1 you if you knew everything that was in it.

2 A Um-hmm.

3 Q My question to you is: Do you agree
4 that this agreement that says y'all have
5 irreconcilable differences --

6 A Yeah, that's what it said.

7 Q -- and that y'all no longer want to
8 continue the marriage --

9 A Yeah.

10 Q -- relationship was part of the
11 divorce?

12 MR. GHOM: Object to the form.

13 Providence Rule and Dead Man's Statute.

14 THE WITNESS: I can't hear you.

15 MR. GHOM: Don't need to.

16

17 BY MR. TWOMBLEY:

18 Q You didn't miss anything important. Go
19 ahead.

20 A I don't know. I just don't know.

21 Q You don't know?

22 A I don't know what's in this, I have to
23 read it.

24 Q Well, we see on the first page that it
25 says there's --



1 A Well, yes.

2 Q -- irreconcilable differences --

3 A Yes.

4 Q -- that make the continuance of the
5 marriage relationship between them impossible.

6 A Okay. Well, what do you have problem
7 with with that?

8 Q I don't have any problem with it at
9 all.

10 A Okay.

11 Q I think that was the truth. I'm just
12 trying to establish that when you and Jimmy --

13 A It was irreconcilable differences. But
14 it really he was just having an affair with a
15 woman.

16 Q I totally understand that. And whether
17 you decided or he decided or y'all both decided,
18 y'all didn't want to do it anymore and you
19 went --

20 A Yeah.

21 Q -- to get a divorce --

22 A Right.

23 Q -- and y'all had this agreement drafted
24 up and y'all signed it?

25 A Yeah.



1 Q Okay. All right. And so the agreement
2 was one of the steps in getting the divorce;
3 correct?

4 A Of course.

5 MR. GHOM: Object to the form of
6 the question.

7 BY MR. TWOMBLEY:

8 Q Can you repeat your answer?

9 A I -- I --

10 Q Didn't you say of course?

11 A Again, I --

12 MR. GHOM: Object to the form.

13 THE WITNESS: -- don't know what
14 you're trying to get at.

15 BY MR. TWOMBLEY:

16 Q Well, see, here's the thing, the way
17 depositions work, the witness is not really -- I
18 could be getting at 100 different things, I'm
19 not really required to tell you what I'm getting
20 at. You just are required to truthfully answer
21 my questions.

22 A Well, I'm trying to truthfully answer
23 your questions --

24 Q And you --

25 A -- and some things I don't remember.



1 Q Okay. But when I asked you if this
2 agreement was part of the divorce, you said --

3 A I guess so.

4 Q Well, didn't you say, "of course"?

5 MR. GHOM: Object to the form of
6 the question. Providence Rule. South
7 Carolina Dead Man's Statute.

8 BY MR. TWOMBLEY:

9 Q See, that's -- that's a lawyer evidence
10 objection. We're not dealing with that today.

11 Was this part of the divorce, did you
12 not say, "of course"?

13 MR. GHOM: Object to the form.

14 Asked and answered.

15 Answer it.

16 BY MR. TWOMBLEY:

17 Q You can go ahead. It's been asked and
18 answered, go ahead and answer it again so we can
19 get it on the record.

20 MR. GHOM: Object to the form.

21 THE WITNESS: I don't know what
22 he's saying.

23 BY MR. TWOMBLEY:

24 Q What he's saying is completely
25 irrelevant.



1 A You think so? If it isn't --

2 Q For purpose of this deposition, it is.

3 A Well, what does this have to do with
4 anything?

5 Q Well --

6 A What does this have to do with my kids
7 getting what they need to get? What's that got
8 to do with it? What has this got to do with
9 that?

10 Q Can I just tell you something? And I'm
11 just being honest with you. I'm not required to
12 tell you that.

13 A Well, I'm probably not required to tell
14 you what I -- some things that --

15 Q Well, I don't --

16 A -- I don't understand.

17 Q I would respectfully submit that you
18 absolutely are. And if we need to go to a judge
19 and get that ironed out, we can. But I'm
20 telling you, if you understand my question, you
21 are legally required to provide a truthful
22 answer whether you know what I'm, quote, getting
23 at or not. Witnesses very rarely know what the
24 lawyers may or may not be getting at. So --

25 A Well --



1 MR. GHOM: Object to the form of
2 the question.

3 THE WITNESS: It said the wife is
4 to net the sum of 38,000.

5 Is that what you mean, when he
6 sold the house to me?

7 BY MR. TWOMBLEY:

8 Q Nope. That's not what I mean.

9 A I don't know what you mean.

10 Q Well, let -- I want to ask you this
11 specific question.

12 When I asked you a moment ago -- and we
13 can go back and look at the record and we can
14 look at the video. But when I asked you, was
15 this agreement part and parcel, part of the
16 divorce that you and Jimmy were seeking from
17 each other --

18 MR. DAVID: Object to the form.

19 BY MR. TWOMBLEY:

20 Q -- did you not say, "of course"?

21 A I don't remember.

22 MR. GHOM: Object to the form.

23 BY MR. TWOMBLEY:

24 Q You don't remember saying that?

25 A No.



1 MR. GHOM: We'll be here all day.

2 BY MR. TWOMBLEY:

3 Q Okay.

4 A I don't remember.

5 Q Well, okay. We -- we'll look at what
6 you said.

7 Was this not part and parcel of the
8 divorce of the process to end the marriage
9 because continuing it was impossible?

10 A Yes.

11 MR. GHOM: Object to the form.

12 BY MR. TWOMBLEY:

13 Q Okay. That's all I needed -- that's
14 all I needed to know.

15 And when this agreement was signed, you
16 wanted a divorce from Jimmy and Jimmy wanted a
17 divorce from you --

18 MR. GHOM: Object to the form.

19 BY MR. TWOMBLEY:

20 Q -- right?

21 A Yeah, we wanted a divorce.

22 Q Yeah.

23 A I mean, we both went to get the
24 divorce, so I guess we wanted to get a divorce.

25 Q Yeah. I agree. This is easy. You



1 just shout it out when you know the right
2 answer. Don't let them throw you off of the
3 truth.

4 A What I don't understand is...

5 Q Tell me.

6 A You know how I feel.

7 Q I know how you feel?

8 A You know how I feel about this.

9 Q Well, I know what you told me, yeah.

10 A Do you know what I feel? Don't you
11 know what I want for my children?

12 Q I know you what you want. I got --

13 A Then we got --

14 Q -- that part.

15 A -- a divorce --

16 Q I got it.

17 A -- and he remarried.

18 Q And you did too.

19 A Yes. Not right away.

20 Q I want to move on from this agreement
21 for a moment.

22 A Okay.

23 Q And I just want to ask you some general
24 questions about what happened after y'all signed
25 this agreement related to your divorce. Okay?



1 MR. GHOM: Object to the form.

2 THE WITNESS: Well, I, after --

3 well --

4 BY MR. TWOMBLEY:

5 Q Well, is it okay if I ask you some
6 questions --

7 A Yeah.

8 Q -- about after you signed this
9 agreement related to the divorce?

10 A Okay.

11 MR. GHOM: Object to the form.

12 BY MR. TWOMBLEY:

13 Q Okay. And I don't care who was right
14 or who was wrong or necessarily what your side
15 of the story is or what Jimmy's side of the
16 story is. So I'm not too concerned of that.

17 My question is: Isn't it correct that
18 after y'all got divorced and after you signed
19 this agreement, that y'all both went to court
20 claiming that, you know, Jimmy said you weren't
21 doing what you were supposed to do and you said
22 Jimmy wasn't doing what he was supposed to do so
23 y'all had to go to court and get that worked
24 out?

25 A I don't remember going to a court.



1 Q You don't?

2 A No.

3 Q Okay. Well, let's look at some of
4 these documents. Here is a document, James
5 Lloyd Strobel, that's Jimmy, right?

6 A Um-hmm.

7 Q Versus Zoie P. Strobel, that's you;
8 correct?

9 A Right.

10 MR. GHOM: Ashley, are you going
11 to present her the document --

12 (Crosstalk.)

13 MR. TWOMBLEY: -- if I -- I might.
14 I might, but I might not. If that's an
15 objection, are you going to ask me what
16 I'm going to do next? In a deposition,
17 I don't think I'm required to tell you
18 what I'm going to do next. I would ask
19 that you please refrain from giving the
20 witness hints through --

21 MR. GHOM: Well, I object to your
22 question --

23 (Crosstalk.)

24 MR. TWOMBLEY: -- speaking
25 objections --



1 MR. GHOM: You're asking her about
2 the contents of the document without
3 presenting her the document.

4 MR. TWOMBLEY: Object to the form
5 of the question.

6 MR. GHOM: I just did.

7 MR. TWOMBLEY: Okay. Good.

8 BY MR. TWOMBLEY:

9 Q James Lloyd Strobel versus Zoie
10 Strobel, you are hereby summoned and required to
11 answer the petition in this action. Let me just
12 read some of this stuff, see if it refreshes
13 your memories since you don't read that fast.

14 That he and respondent were formally
15 husband and wife and that the respondent is a
16 citizen and resident of the County of Dorchester
17 and that the subject matter is properly before
18 this court.

19 Prior to the aforestated divorce, the
20 parties hereto entered into a separation
21 agreement on March the 4th, 1977. Said
22 agreement was duly filed and recorded in the
23 office of the Clerk of Court of Dorchester
24 County.

25 Says, Jimmy brings this action to



1 enforce part of the aforementioned agreement.
2 That the husband was to have exclusive right to
3 sell the marital home of Route 3, Ridgeville,
4 South Carolina.

5 Is that where you -- where the marital
6 house was, Route 3, Ridgeville?

7 A (Nonverbal response.)

8 Q That the respondent -- that's you --
9 failed and refused to allow the house to be
10 listed.

11 Do you remember Jimmy at least
12 claiming -- I'm not saying that you actually did
13 it. But do you remember him claiming that you
14 weren't allowing the house to be listed?

15 A I don't remember anything like that.

16 Q You don't remember anything like that?
17 Okay.

18 It says here that his attorney --
19 because he was the one who filed this action --
20 was Grover Seaton at Paul and Seaton.

21 You don't remember anything about that?

22 A What was that again?

23 Q That Jimmy's attorney back then --

24 A Uh-huh.

25 Q -- when he filed this document was



1 Grover Seaton at Paul and Seaton Law Firm?

2 A I guess that's who he had as a lawyer.

3 Q Okay. But if I understand your
4 testimony, you don't remember anything about
5 this legal proceeding.

6 Is that fair?

7 A That's fair.

8 Q Okay. I mean, you don't even remember
9 it at all.

10 Is that fair? So certainly --

11 A It's such a long time ago, I just can't
12 remember all that.

13 Q It's amazing. It is a long time ago.

14 A Yes.

15 Q All right. So if you don't remember
16 the proceeding at all, then you certainly don't
17 remember how it began or how it ended.

18 Is that fair?

19 A How what began and what ended?

20 Q Well, Jimmy filed this lawsuit.

21 A Oh.

22 Q He filed a document in court saying you
23 weren't doing what you were supposed to be doing
24 and he wanted the judge to make you do it?

25 A What --



1 MR. GHOM: Object to the form.

2 THE WITNESS: What was I supposed
3 to be doing? I don't remember anything
4 like that.

5 BY MR. TWOMBLEY:

6 Q Okay. Well, I'm a happy to go through
7 and give you this and you can read it. But
8 there's several of these things where he's
9 claiming you're not doing something and you're
10 claiming he's not.

11 You don't remember any of that?

12 MR. GHOM: Object to the form.

13 THE WITNESS: No. All I remember
14 is he left. I had the three kids by
15 myself and we -- and I'm not sure.

16 BY MR. TWOMBLEY:

17 Q Okay.

18 A And then they decided to buy the house
19 from me. That's all I can remember.

20 Q Well, listen, I don't fault you for not
21 going. I mean, my God, this is --

22 A Too much to remember.

23 Q This was almost 50 years ago.

24 Did Mr. Strobel, at some point, or do
25 you remember anything about him offering to pay



1 you some more money for the house in Givhans or
2 anything like that?

3 A Pay me some more money?

4 Q Right.

5 A No.

6 Q Okay. Do you remember being
7 represented by Grover Seaton, III in these
8 proceedings after the divorce?

9 A No, I wasn't -- he wasn't my lawyer.

10 Q He wasn't?

11 A No. He was Jimmy's lawyer, I guess.

12 Q Oh, I meant Gordon Garrett.

13 A Gordon Garrett. What about him?

14 Q Well, you remember he represented you
15 in this legal dispute that took place after the
16 divorce?

17 A Yeah. He got that money for me for the
18 month.

19 Q I gotcha. But anything else you
20 remember?

21 A No.

22 Q And you may not -- and you may have
23 already answered this but I just want to make --
24 make sure I got this part clear.

25 And that is that, do you have any



1 memory whatsoever of Jimmy taking the position
2 after the divorce that you were not doing what
3 you were legally obligated to do in this
4 agreement?

5 A What was that? What was I --

6 Q Well, whatever it was.

7 A -- obligated to do? I had the kids
8 every two weeks.

9 Q Well, based on what we just read, it
10 said you were obligated to give him the right to
11 sell the marital home and you weren't allowing
12 him to do it. That's one thing?

13 A Well, he sold it to me.

14 Q My question to you is very specific.
15 Do you -- do you even remember a point
16 in time after the divorce where Jimmy went to
17 court with a lawyer and said Zoie is not doing
18 what she agreed to do when we signed this
19 agreement?

20 A No, I don't remember that.

21 Q Okay. Do you remember that -- well,
22 let me ask that differently.

23 Do you have any specific memory of
24 there being any changes or modifications to this
25 document after it was signed in March of 1977?



1 A No. I don't -- no, I don't remember
2 anything.

3 Q Okay.

4 A I don't remember getting anything or
5 anybody saying anything to me about anything.
6 No, I don't.

7 Q Okay. Would you -- do you remember
8 that at some point in time, you had custody of
9 the children, but --

10 A Um-hmm.

11 Q -- you relinquished custody of the
12 children to Jimmy.

13 Do you remember that?

14 A Yeah, I do. They decided to move into
15 the house and I left the house. Was two of them
16 that -- that they could do. There was four of
17 them and one of me. And I didn't have a job. I
18 couldn't have taken care of them.

19 Q Um-hmm. What else was going on in your
20 life that caused Jimmy to get sole custody of
21 these children as opposed to y'all having joint
22 custody or you keeping custody?

23 A What else, what?

24 Q What else was going on in your life?

25 A Nothing, that I know of.



1 Q Well, why did you give up sole legal
2 custody of the children?

3 MR. GHOM: Object to the form.

4 THE WITNESS: Why would I?

5 BY MR. TWOMBLEY:

6 Q That's what I'm trying --

7 A I had four children and no money.

8 Q Well, that's called being poor.

9 A That was the only reason.

10 Q But a lot of poor people still have
11 custody --

12 A I know they --

13 Q -- of their children --

14 MR. DAVID: Object to form.

15 THE WITNESS: -- can do a lot of
16 things now that they didn't do then.

17 BY MR. TWOMBLEY:

18 Q So is it -- is it your testimony --

19 A There's no way I could have taken care
20 of them. Leave the job, come home, cook for
21 them, and do everything, watch where they were
22 going, the driving around, you know, needing
23 cars and all that stuff. How was I to do that?
24 I couldn't do that. Not in my capacity, I
25 couldn't. Maybe somebody could have done it.



1 And I know they can do it. I mean, they live in
2 cars, you know...

3 Q Well, listen, I'm not faulting, you
4 know, I want to make sure you understand. I
5 mean, you know, nobody knows what you were going
6 through back then and what the situation was.
7 So I'm not faulting you for that.

8 My -- my question is just: Other than
9 the simple fact that you didn't have a job and
10 didn't have the resources, I guess, to take care
11 of the kids, is there anything else that
12 would --

13 A I didn't have a house.

14 Q Is there anything else that was going
15 on in your life? You know, were you having any
16 medical problems or health problems?

17 A Me, at that time?

18 Q Yes, ma'am.

19 A I was pretty -- I was pretty healthy.

20 Q Okay. Were you -- were you seeking any
21 counseling or medical treatment at the time you
22 gave up --

23 A I don't think so. I don't remember
24 anything like that.

25 Q You don't remember going --



1 A I don't think I was seeking any
2 counseling at that time.

3 Q Because previously, you know, you had
4 said when y'all were at Clemson --

5 A Yeah.

6 Q -- even before the affairs, that you
7 had gone to a doctor and he had referred you to
8 a psychiatrist.

9 A Yeah.

10 Q And now Jimmy's had --

11 A And I took some medication and when it
12 was over, that was it.

13 Q Okay. But you're -- after you -- after
14 you had gotten -- you found out that Jimmy was
15 cheating on you two different times, and now
16 y'all got a divorce and now he's going to get
17 custody of your kids.

18 Your testimony is you didn't seek any
19 help for the way that made you feel?

20 MR. GHOM: Object to the form.

21 THE WITNESS: I can't remember.

22 BY MR. TWOMBLEY:

23 Q So you may have?

24 MR. DAVID: Object to the form.

25 THE WITNESS: I don't think I did,



1 but...

2 BY MR. TWOMBLEY:

3 Q But you can't you rule that out?

4 A I don't think I did.

5 Q Well, I understand you don't think you
6 did, ma'am. But my question is, it sounds like
7 you're not 100 percent sure.

8 MR. GHOM: Object to the form.

9 MR. DAVID: Object to the form.

10 BY MR. TWOMBLEY:

11 Q Is that --

12 A I don't remember.

13 Q So you don't remember one way or the
14 other?

15 A No.

16 MR. GHOM: Object to the form.

17 MR. DAVID: Object to the form.

18 THE WITNESS: I don't think I...

19 BY MR. TWOMBLEY:

20 Q Did you have any type of substance
21 abuse problems during that time or anything like
22 that?

23 A No. I never have, never will. I'm not
24 that -- I'm not a --

25 Q What did you with \$38,000 that Jimmy



1 paid you for the house?

2 A I put it in the bank, part of it. I
3 had to use part of it and then I put some in the
4 bank, which helped buy our other house.

5 Q Was -- I think you said Ollie had a
6 good relationship with these boys, right?

7 A Yeah. Sure.

8 Q Why'd you have get up sole custody? I
9 mean, if you -- two years later, you're
10 remarried, you had \$38,000. Ollie could have
11 helped you. I'm just trying to understand what
12 was it that made a young mother in 1978 agree
13 that she was going to give up custody of her --

14 A I --

15 Q -- children in favor of this man that
16 she's got a major problem with?

17 MR. GHOM: Objection. Asked and
18 answered. This is really stretching
19 relevancy, but...

20 THE WITNESS: I couldn't do that.
21 I couldn't do it.

22 BY MR. TWOMBLEY:

23 Q Couldn't do what?

24 A I just wouldn't be able to take care of
25 them. It was just too much. I just told you,



1 four boys, they're wanting to -- they're wanting
2 to get, you know -- go -- as they grew up, they
3 wanted a truck, they want a car, they want to
4 drive, they want to do this, they want to do
5 that. I couldn't keep up with all that. I
6 wasn't made like that. I just wasn't made that
7 way.

8 Q I understand. I understand.

9 A I just couldn't do it. I didn't want
10 to have to do that. No way.

11 Q Well, let me ask you this.

12 At any time point in time thereafter,
13 did you ever try to get custody back of the
14 children?

15 A No. I had them every two weeks and we
16 had a good relationship. We helped them go
17 through school. We helped them, and...

18 Q Well, didn't you always have a good
19 relationship with them?

20 A Yes, of course. Always.

21 Q And, I mean, I hear what you're saying
22 is that everything seemed to be going along
23 fine --

24 A And one of my kids was --

25 Q Right.



1 A -- in a bad wreck and was quadriplegic.
2 I can see me trying to do that by myself.

3 Q I want to -- if you will listen very
4 carefully. It sounds like -- I -- I heard you
5 say you didn't ever try to reestablish sole
6 custody because you had them every couple of
7 weeks and things were fine and there was just no
8 need to do that.

9 Is that fair?

10 A I guess it was.

11 Q Okay. So what happened back in --
12 earlier where you had to legally give up custody
13 of your children so that you legally cannot make
14 decisions on their behalf?

15 MR. GHOM: Object to the form.

16 She answered --

17 MR. DAVID: Object to the form.

18 MR. GHOM: -- several times
19 already.

20 THE WITNESS: I probably made a
21 lot of -- I probably had lot of
22 grievances. Yeah, I'm sure.

23 BY MR. TWOMBLEY:

24 Q And I -- I know these lawyers keep
25 saying asked and answered. But I feel like



1 there's something we're missing because, you
2 know, a lot of couples that are divorced, you
3 know, the paper says one thing but then they do
4 something else, right?

5 A Yeah.

6 Q And they he never go back and change
7 the papers because there's just no need to do
8 it, right?

9 MR. DAVID: Object to the form.

10 MR. TWOMBLEY: Objection noted.

11 BY MR. TWOMBLEY:

12 Q So, you know, the papers might say you
13 get them for one week and he gets them for three
14 weeks, but y'all work it out, two and two. And,
15 you know, that type of thing happens all the
16 time, and if it's rocking along and working
17 well, that's fine.

18 A We worked it out.

19 Q But I'm saying at some point, you
20 legally gave up custody of these children in
21 favor of James.

22 A Well, yes, you know that.

23 Q Yeah. But I don't know why.

24 A I just told you why. I just told you
25 that I could not -- I didn't have a job, I



1 didn't have a house. I wouldn't be able to take
2 care of four boys that would be running around
3 here and there wanting cars and stuff like that.
4 How the heck am I going to do that?

5 Q And that's all you can think of?

6 A Well, what else could I think of? I
7 mean, that's just a crazy question.

8 Q Okay. Let's move on.

9 A I mean, this has nothing to do with
10 what I'm asking. This has nothing to do with
11 what I'm here for. I'm here for my children to
12 get what belongs to them. That's what I'm here
13 for.

14 Q I know. I know that's what you want.

15 A What are you asking me all these
16 questions for?

17 Q Well, sometimes these things have --

18 A I mean, why? What -- what is it for?

19 Q You have to talk --

20 A The main thing is -- I don't
21 understand. I don't understand why you don't
22 get it.

23 Q No. I get it. I do get it. I've just
24 got some -- I've got some more questions. Let's
25 just try --



1 A What? What? What?

2 Q -- to get through them.

3 Do you remember the two or three years
4 after the divorce, that you brought a lawsuit
5 against Jimmy, Zoie P. Strobel versus James
6 Strobel? Your lawyer was Gordon Garrett.

7 A Didn't we just go through that?

8 Q No, that was a different one.

9 A Well, no. I -- I -- I don't remember
10 anything but that one time. I don't know what
11 else I would go. I can't -- if I did, I don't
12 remember.

13 Q Okay. And you don't know how that
14 lawsuit concluded or what the result of it was?

15 MR. GHOM: Object to form.

16 THE WITNESS: I thought I said to
17 get the money. I went to Gordon
18 Garrett to get the money. What --
19 what -- what else are you talking
20 about?

21 BY MR. TWOMBLEY:

22 Q Well, you know, normally when a
23 lawsuit's filed, there's something that shows
24 what the end result was, you know?

25 A The end result was --



1 Q This person wins, that person wins,

2 or --

3 A Got me the money.

4 Q Well, I know that's what you -- you
5 say.

6 Do you have a specific memory of what
7 the --

8 A And I remember this, too.

9 Q Can I finish, please?

10 Do you have a specific memory of what
11 the deal was between you and James? I know you
12 say he had to pay you some money.

13 But do you know what else you had to do
14 or he had to do or anything else of that nature?

15 A No. I just remember that he wanted to
16 keep most of my money. And I said, what are you
17 doing? I need this money.

18 Q Okay.

19 A He said, okay. I'll just take 100.

20 Q Okay. So you just don't remember what
21 the final deal was?

22 MR. DAVID: She just answered
23 that.

24 MR. GHOM: Objection to the form.

25 MR. DAVID: Object to the form.



1 MR. GHOM: Mischaracterizes her
2 testimony.

3 THE WITNESS: I've already
4 answered that. I got -- I wanted to
5 get my money.

6 BY MR. TWOMBLEY:

7 Q Well, you know, first of all, I want to
8 make sure you understand something, and
9 everybody else in this room.

10 A What?

11 Q I want to make sure you understand
12 something.

13 A What?

14 Q There is nothing in the world that
15 prohibits me from asking the same question
16 twice.

17 A Oh.

18 Q Or asking the same question five
19 different ways.

20 A Okay.

21 Q That is my job.

22 A All right.

23 Q And I am not trying to be mean. But I
24 want to make sure that what your testimony is
25 clear. Okay? That's all I'm trying to do.



1 A Okay.

2 MR. GHOM: Object to the speech.

3 BY MR. TWOMBLEY:

4 Q I thought you had said that you could
5 not remember exactly what the end result was of
6 this lawsuit. You only remember that part of it
7 was that --

8 A Part --

9 Q -- he had to pay you some money.

10 MR. GHOM: Object to the form.

11 THE WITNESS: I thought that was
12 the only part. I didn't know any other
13 part.

14 BY MR. TWOMBLEY:

15 Q Well, let's talk about the other part
16 for a minute.

17 A What's the other part?

18 Q You had contended, I think, that James
19 had not -- Jimmy had not made his alimony
20 payments to you.

21 A Um-hmm.

22 Q Do you remember that?

23 A That was -- yes, it was just for a
24 month, I think.

25 Q Okay. Do you remember that Jimmy sent



1 a copy of each and every check that you had
2 cashed to the court proving that he had made
3 those payments?

4 A No, because he paid me.

5 Q Well, let's --

6 A I don't remember any checks or
7 whatever. I guess he paid -- I don't know how
8 he paid me. I mean, this is...

9 Q So long ago, I know.

10 Do you remember that Jimmy had taken
11 the position that you were causing interference
12 in his life?

13 A No. I wasn't causing any interference
14 in his life.

15 Q I didn't ask you if you were doing it.
16 I asked you if do you remember that Jimmy said
17 you were doing it?

18 A No, I don't.

19 Q Do you remember Jimmy accused you of
20 breaching the agreement y'all had signed because
21 you were harassing him? Do you have any memory
22 of that?

23 A I was harassing him?

24 Q I'm not saying you were. I'm saying do
25 you remember -- see, look, when you talk to two



1 people who are divorced --

2 A Um-hmm.

3 Q -- and, I mean, they start bickering
4 and complaining, I mean, only God knows what
5 really happens. I don't care what actually
6 happened. I'm just trying to find out, do you
7 remember what Jimmy was saying about you and
8 what you were doing back then. That's my only
9 question.

10 A It's been so long ago. What did I say?

11 Q Do you remember that Jimmy was accusing
12 you of breaching your --

13 A No.

14 Q -- agreement by harassing him?

15 A No. I don't remember that.

16 Q Do you remember that Jimmy was taking
17 the position that the harassment was getting
18 worse and worse and more harsh over time?

19 A No. I don't remember that. I don't
20 know what I could have done or said.

21 Q Do you remember that Jimmy was taking
22 the position that you were violating the
23 agreement as to the visitation rights he had for
24 the children?

25 A No. No, I don't remember anything like



1 that.

2 Q Do you have any memory of Jimmy taking
3 the position that you were not taking the
4 children to the medical appointments that they
5 needed to be taken to?

6 A Medical appointments? If they had
7 medical appointments, I would have definitely
8 taken them. I believed in health.

9 Q Do you know why Jimmy would say --

10 A I don't know why.

11 Q -- that you weren't --

12 A Why would I be -- I mean, I took them.
13 When? When? When was he talking about this?

14 Q Let me just see if this refreshes your
15 memory.

16 "One visitation weekend just before
17 being picked up by their mother, Nicky was
18 bitten by a cat. When his mother arrived, we
19 were preparing to take Nicky to the hospital
20 because he was due his tetanus shot, which my
21 wife had just recently verified with
22 Dr. Herbert's office.

23 However, since the other children were
24 ready to go when their mother had arrived, she
25 stated she would take him to the hospital. My



1 wife wrote our insurance number and the date of
2 Nicky's last tetanus shot on a piece of paper
3 for Zoie to pass on to the attending physician.
4 We tried to call the children later that night
5 and got no answer.

6 The next day when the boys returned
7 home, Nicky's arm was swollen and red and he was
8 running a fever. When asked about the doctor,
9 the children indicated that Nicky was not taken
10 to the doctor, but that Zoie had tried to call.

11 And that afternoon -- that after the
12 date shown as the last tetanus was incorrect,
13 according to their mother. When I called
14 Dr. Herbert's office Monday morning, the nurse
15 knew nothing of Nicky's accident. After
16 speaking to Dr. Herbert, we took him right in.

17 Frankly, Dr. Herbert was shocked by his
18 condition. He was given tetanus shot and the
19 prescription for the infection. It was numerous
20 days before we were relieved that it was healing
21 satisfactorily."

22 Do you remember anything about Jimmy
23 alleging or accusing you of things like that?

24 A No.

25 Q Okay.



1 A I don't.

2 Q Jimmy had accused you of taking the
3 kids to R-rated movies and he thought that was a
4 bit much --

5 A What?

6 Q -- for ten-year old children.

7 A I never did such a thing.

8 Q Look, I'm not asking if you did it.
9 I'm asking if you remember he was --

10 A I would never.

11 Q -- accusing you of doing it?

12 A I would never take them to an R-rated
13 movie.

14 Q But do you remember Jimmy saying you
15 had done this?

16 A No, I don't.

17 Q Okay. What about Danny being taken to
18 a lounge and known that wine was bought for him
19 at one of these places, do you know anything
20 about that?

21 A No.

22 Q Do you have any memory of Jimmy
23 accusing you of going into his house, the house
24 where he lived with Paula, on two occasions
25 without their permission?



1 A No. But I did leave Johns Island at
2 6:00 in the morning to get to their house by
3 7:00 to take care of Tony while they went to
4 work.

5 Q Okay.

6 A And that was days and days and days.

7 Q What about digging up shrubbery in
8 their yard and taking it to your new house, do
9 you remember anything about that?

10 A What? The -- what?

11 Q "On occasion, she had attempted to
12 remove shrubbery from the yard. The statement
13 she made to the children is that she planted
14 them. That may be true. However, I bought them
15 from her as far as I'm concerned, and that is
16 stealing."

17 Do you --

18 A I don't remember anything --

19 Q -- remember anything like that?

20 A No. Oh, boy. That's...

21 Q Well, why -- do you have any idea why
22 somebody would write a letter like this to the
23 court and accuse you of all those things if none
24 of it ever happened?

25 A Well, if they did --



1 MR. GHOM: Object to form.

2 THE WITNESS: -- I don't remember
3 anything like that and -- and what kind
4 of accusations were they, really? What
5 -- I mean, did they -- were they
6 something I should have gone to jail
7 for?

8 BY MR. TWOMBLEY:

9 Q No, I don't think so.

10 A I mean...

11 Q I guess I'm just -- I'm just trying to
12 figure out what you remember, if anything, about
13 these different legal proceedings and the things
14 that you were saying and the things that Jimmy
15 was saying and how all that ended up.

16 A I don't remember a bunch of that. I
17 mean, I don't remember any of that. And if it
18 ended up Jimmy would -- and I were very good and
19 had a very good relationship, you know, after a
20 certain time, especially when my son was
21 injured. We had a good relationship. I had to
22 help him with that. And I don't remember having
23 any words with him at all. I mean, it was
24 always nice and respectful.

25 Q Well, if somebody wrote a letter like



1 this about me and sent it to the court, I
2 wouldn't have a good relationship with --

3 A But --

4 Q -- them, so...

5 A Well, you know, that was so long ago
6 and probably very young. As you get older, I
7 think you get a little wiser, don't you think?
8 I mean, you might do -- you might say things
9 when you're younger that you probably wouldn't
10 say when you got older. And I'm sure that's
11 right. But --

12 Q Well, I might --

13 A -- I don't remember any of those things
14 being so devastating to anything.

15 Q Well, the same way with things that you
16 say when you get older and wiser, that also
17 applies to the things that you do, right?

18 You get older and wiser, you don't do
19 things that you did when you were young and
20 foolish; correct?

21 A What was that again?

22 Q When you got older and wiser --

23 A Right.

24 Q -- not only do you not say things that
25 you said when you were young, but you also don't



1 do things --

2 A Right.

3 Q -- that you did when you were young;
4 correct?

5 A Exactly.

6 MR. DAVID: Can we take about a
7 five-minute break?

8 MR. TWOMBLEY: Absolutely.

9 THE WITNESS: I feel like I have a
10 dancing team here.

11 THE VIDEOGRAPHER: It's 12:32, and
12 we're off the record.

13 (Whereupon, a luncheon break was
14 taken from 12:32 P.M.
15 until 2:01 P.M.)

16 THE VIDEOGRAPHER: It's now 2:01.
17 We're back video.

18 BY MR. TWOMBLEY:

19 Q Okay. Did you get you some lunch?

20 A Um-hmm.

21 Q Okay. When we got back to the
22 deposition room, I noticed that Plaintiff's
23 Exhibit 1 was here in front of you that and it
24 had been turned to a specific page. I think it
25 was page 4.



1 Is that the page that it was turned to?

2 A Yeah. I was just looking at that --
3 the first page from down here.

4 Q Okay. And then did you underline this?

5 A Huh-uh.

6 Q Well, who -- who underlined it?

7 A I don't know.

8 MR. TWOMBLEY: Well, can somebody
9 tell us who's marking on the exhibits
10 for the witness, pointing her to
11 specific provisions?

12 MR. DAVID: Can I see?

13 MR. TWOMBLEY: Yeah. Does anyone
14 know who wrote on it? Y'all don't
15 know?

16 MR. GHOM: Is that the original,
17 Ashley?

18 MR. TWOMBLEY: Yeah. Exhibit
19 Number 1, turned to that right -- page
20 right there and somebody's underlined
21 the provision. It just so happened to
22 be a helpful provision for y'all. It's
23 amazing how it got turned to that page
24 and that that provision got underlined
25 and nobody knows about it.



1 In any event, we'll have to move
2 on. Leave that mystery unsolved.

3 BY MR. TWOMBLEY:

4 Q Do you know who wrote on this, who
5 underlined that?

6 A No. No.

7 Q Do you know why somebody would
8 underline that provision and leave this sitting
9 right in front of you?

10 A No.

11 Q I think that I -- somebody wanted to
12 make sure you knew, remembered about this
13 specific line.

14 Do think that might be why?

15 A Maybe so.

16 Q All right. Well, since you underlined
17 it -- or somebody underlined it, I want to ask
18 you about it.

19 Do you know what this provision even
20 is?

21 A No. What is it?

22 Q Well, I'm asking you if you know what
23 it is?

24 A I don't know.

25 Q Okay. Well, you -- you pointed me to



1 this underline and said, "What is this," and
2 then you smiled at me. It was as if you knew
3 something about it.

4 You don't -- why did you ask me --

5 A I was just asking, what is that?

6 MR. TWOMBLEY: Okay. Does the
7 court reporter know who wrote on this?

8 MADAM COURT REPORTER: (Nonverbal
9 response.)

10 MR. TWOMBLEY: The Videographer?

11 THE VIDEOGRAPHER: (Nonverbal
12 response.)

13 MR. TWOMBLEY: Did you do it,
14 Bijan?

15 MR. GHOM: I didn't know it was
16 there.

17 BY MR. TWOMBLEY:

18 Q All right. Well, let's talk about the
19 provision. Let's -- let's read the whole thing
20 and not just the part that was underlined.

21 Don't you think that's a good idea?

22 A That's a lot.

23 Q It's a lot?

24 A I can't read all that.

25 Q You can't even read it?



1 A I mean, I can't -- I could read it, but
2 it would take forever.

3 Q Well, it's probably -- let's read it
4 together. I'll help you. Somebody went through
5 the trouble of underlining it and I think we at
6 least ought to talk about it.

7 MR. GHOM: Ashley, can you tell me
8 where it is? You said page 4?

9 MR. TWOMBLEY: The top of page 4,
10 and this is --

11 MR. GHOM: Is this run over from
12 the prior page.

13 MR. TWOMBLEY: Yes, it is, run
14 over from the prior page. It's the
15 words that say, quote, his estate to be
16 equally divided among his children.
17 It's that --

18 THE WITNESS: (Reading sotto
19 voce.)

20 MR. TWOMBLEY: That provision.

21 THE WITNESS: (Reading sotto
22 voce.)

23 (Crosstalk.)

24 MR. GHOM: Okay.

25 MR. TWOMBLEY: I don't how



1 somebody --

2 THE WITNESS: (Reading sotto
3 voce.)

4 (Crosstalk.)

5 MR. TWOMBLEY: -- found that one,
6 but let's talk about it.

7 THE WITNESS: I don't know about
8 that \$25,000. What is that?

9 BY MR. TWOMBLEY:

10 Q Well, let's read it. Would you read it
11 out loud to us? I want to hear you read it
12 since it's your agreement.

13 A This --

14 Q Start on page 3 bottom, fifth.

15 A "It is agreed by the parties that the
16 husband will keep at least \$25,000 or 50 percent
17 of the estate which is greater."

18 Q Whichever is greater.

19 A "Whichever is greater of his estate for
20 the benefit of his four children of his" --

21 Q Personalty.

22 A Personalty?

23 Q Yes, ma'am.

24 A And real- --

25 Q And realty --



1 A "And realty free of all liens, and
2 husband further agrees to -- something --

3 Q -- execute a --

4 A -- a revocable --

5 Q -- revocable will to that effect.

6 A -- execute a revocable will to that
7 effect.

8 Q Um-hmm.

9 A And what does it mean? The next one.

10 Q And then it says -- it's hard to read.
11 But I think it says said amount of -- and then
12 start on the top of page 4.

13 A "His estate is to be equally divided
14 among his children, his death" --

15 Q At his death.

16 A At his death.

17 Q All right.

18 A I see that.

19 Q All right. Well, let's talk about
20 this.

21 A "Namely Daniel Floyd Strobel, James
22 Andrew Strobel, Peter Nicholas Strobel, and John
23 Anthony Strobel, per" --

24 Q Per sterpus. That's one of those old
25 lawyer words.



1 A Six, the husband --

2 Q I don't need the rest of it.

3 A Oh.

4 Q Let's just talk about five to start
5 with.

6 What does that mean to you?

7 Well, no, before we -- I ask you that.

8 Is this one of those provisions that
9 you didn't remember earlier?

10 A I don't know.

11 Q Well, I'd ask you about the agreement
12 and what it provided and everything else. You
13 said you didn't remember. So this would have to
14 be --

15 A I don't know if you...

16 Q Well, do you remember this provision?

17 A No, I don't remember.

18 Q Okay. All right. Well, do you -- do
19 you know what this provision means?

20 A No. What does it mean?

21 Q Well, did -- did you know what it meant
22 back in 1977 when you signed this document?

23 A I don't remember from 1977, what we put
24 in there from 1977.

25 Q Okay. Well, do you have any



1 understanding of what it means now today?

2 A It sounds like -- I think they were to
3 get half of what his estate was worth.

4 Q Okay. You said earlier that was what
5 was so important to you, right?

6 A Did I say earlier that was what was
7 reported to me?

8 Q Well, you just said earlier that
9 ensuring that, you know, the boys received part
10 of their father's estate, that was what was so
11 important for you?

12 A Yes, of course.

13 Q And -- but other than the -- other than
14 what you just told me, do you have any knowledge
15 or understanding about how this provision was
16 supposed to work?

17 A Well, that's part of -- that's -- what
18 is that exactly, that whole -- that whole thing?

19 Q Supposedly, it's an agreement you and
20 Jimmy signed. But I -- you know...

21 A It was our -- what do you call it?

22 Q Separation agreement.

23 A That's the separation agreement, or is
24 that the --

25 Q Well, it's the one that says that y'all



1 have concluded that you can no -- that you
2 cannot continue -- continue the marriage
3 relationship.

4 A Yeah.

5 Q That that was impossible.

6 A Is that the separate agreement or the
7 divorce agreement?

8 Q Is there a divorce agreement?

9 A I don't know. I don't know what that
10 is. Is it a separate or a divorce agreement?

11 Q Well, if -- if you don't know what it
12 is, I mean, who knows what it is?

13 A Then what is it? You do. You know,
14 don't you?

15 Q I mean, I was going to ask Jimmy, but
16 he's dead in the ground. So you don't know what
17 it is, either?

18 MR. GHOM: Object to the form.

19 THE WITNESS: Does it say
20 separation or does it say divorce?

21 BY MR. TWOMBLEY:

22 Q Well, you tell me.

23 A I don't know.

24 Q Okay.

25 A I don't remember.



1 Q So other than the words that are on
2 this paper, you cannot provide any input on what
3 you meant or Jimmy meant by these words.

4 Is that fair?

5 A Well, I can see what he said right
6 there.

7 Q Okay.

8 A I can see what's on that paper.

9 Q Okay. All right. But other than
10 what's on the paper, you don't have any
11 independent memory of how this was supposed to
12 work?

13 A Well, I do remember things he said.

14 Q Okay. All right. Well, go ahead and
15 tell us now, after lunch, what you remember he
16 said.

17 A That's exactly what that said.

18 Q Okay. Well, how did you come to
19 remember this in between when we left lunch and
20 now when we come back?

21 MR. GHOM: Objection to form.
22 Argumentative.

23 THE WITNESS: How did I what?

24 BY MR. TWOMBLEY:

25 Q Well, previously when we were here, we



1 went through great lengths to establish --

2 (Crosstalk.)

3 A I don't remember --

4 Q -- you have the memory of this --

5 really, of this agreement, how it was supposed

6 to work --

7 A I don't think that went that fa -- that

8 far, I don't think.

9 Q Okay. Well, in between the time we

10 left for lunch --

11 A I was reading some of that before you

12 came in.

13 Q And today -- and right now, what --

14 how -- how did you start to remember all these

15 conversations and things that Jimmy had said

16 and --

17 A Well, I know what he said.

18 Q Well, you didn't --

19 A I mean, I know --

20 Q -- tell me earlier?

21 A -- he intended to leave the kids

22 something. Okay? I know he was going to leave

23 the kids something.

24 Q Well, what was he going to leave them?

25 A For some reason, he never got around



1 it.

2 Q Well, what was he going to leave them?

3 A Hmm?

4 Q What was he going to leave them?

5 A What he said in that -- what did he say
6 there?

7 Q Well, ma'am, I was -- I was one year
8 old when this agreement was drafted so, you
9 know, I want to know what you think it says, not
10 what I think it says.

11 A Yeah. You were one year old.

12 Q So, I mean, this is your agreement, is
13 it not?

14 A I guess so. Did I sign it?

15 Q Yes, you did.

16 A Well, then I guess I -- that's what I
17 agreed to, I guess.

18 Q Okay. I mean, we can't ask Jimmy,
19 right?

20 A No.

21 Q Okay. So I'm going to ask you. So
22 let's go through this.

23 It is agreed by the parties -- that's
24 you and Jimmy; correct?

25 A Um-hmm.



1 Q Is that -- can you say yes so the --

2 A Yes.

3 Q Okay. All right. That the husband --
4 that's Jimmy, right?

5 A Yes.

6 Q Will keep at least \$25,000 --

7 A I don't know where the \$25,000 came
8 from.

9 Q Well, how we going to figure that out?

10 A I don't know. I don't know if we had
11 -- we didn't have \$25,000, I don't think.

12 Q So you don't know what was meant by
13 that clause to keep at least \$25,000?

14 A No, I don't --

15 MR. DAVID: Object to the form.
16 The document speak for itself.

17 MR. TWOMBLEY: Uh-huh. And I'm
18 asking you please don't make any
19 more --

20 THE WITNESS: Well, I don't know
21 what --

22 (Crosstalk.)

23 MR. TWOMBLEY: -- speaking
24 objections.

25 THE WITNESS: I don't know where



1 the \$25,000 came from.

2 MR. TWOMBLEY: I will agree that
3 you don't have to make any objection to
4 any question I ask. You can reserve
5 all those objections, and I'm asking
6 please do not make any speaking
7 objections.

8 BY MR. TWOMBLEY:

9 Q So the -- so you don't know what was
10 meant by this, keep at least \$25,000; correct?

11 A I don't know what he meant by that.

12 Q Okay. So it says \$25,000 or
13 50 percent.

14 A 50 percent of what?

15 Q Well, of his estate.

16 A 25 percent of his estate?

17 Q Well, \$25,000 or 50 percent of his
18 estate.

19 A I don't know what that means.

20 Q Okay.

21 A All we had was a house and some land.
22 We had 3 acres and a house.

23 Q Okay. Well, when it says -- do you
24 know what Jimmy meant by estate, his estate?

25 A No, I don't.



1 Q Okay. But you're saying that in
2 1977 --

3 A Well --

4 Q -- that he had a house and some land?

5 A Yeah. Maybe that was -- dad left. I
6 guess that's what his dad left.

7 Q Well, I -- I don't know what his dad
8 left. But I'm asking you, do you know what --
9 (Crosstalk.)

10 THE WITNESS: His dad bought all
11 the land.

12 BY MR. TWOMBLEY:

13 Q Do you know what Jimmy meant by
14 50 percent of the estate?

15 A It must mean the land that his dad
16 bought.

17 Q Okay. So you think it applies to the
18 things that he owned in 1977?

19 A Um-hmm.

20 Q Okay. Well, what did he own in 1977
21 when he signed this agreement, do you know?

22 A Well, let's see. We owned the house.

23 Q So --

24 A I don't know.

25 Q So we got the Givhans house.



1 (Crosstalk.)

2 BY MR. TWOMBLEY:

3 Q And didn't he own some -- some
4 property, some acreage?

5 A Well, his father had died and mother
6 had died, and I guess they left him the
7 property.

8 Q So he owned that?

9 A I guess so.

10 Q What else did he -- did he own in 1977?

11 A The property and the house.

12 Q And you believe that this clause, his
13 estate, that Jimmy was referring to what he
14 owned and what his, quote, estate comprised of
15 in 1977 when --

16 A Yes.

17 Q -- this agreement --

18 A Yes.

19 Q -- was --

20 MR. GHOM: Object to the form of
21 the question. You're asking her to
22 testify as to what Jimmy intended. I'm
23 objecting to the question.

24 MR. TWOMBLEY: All right.

25 MR. GHOM: I don't think it's been



1 established that she knows what he
2 intended.

3 MR. TWOMBLEY: I'm going to take a
4 quick break so I can talk to these
5 lawyers and I'm going to ask you to
6 step out into the hallway. It will
7 only take about five minutes and we'll
8 bring you back in. Okay?

9 THE WITNESS: You're going to step
10 out with what?

11 MR. TWOMBLEY: No. I'm asking if
12 you will step out because I --

13 THE WITNESS: Me to step out?

14 MR. TWOMBLEY: Yes, ma'am.
15 Because I'm -- it's easier to do that
16 than for all of us. Okay?

17 THE VIDEOGRAPHER: It's now 2:18.
18 We're going off the video.

19 MR. TWOMBLEY: No. I prefer we
20 not go off the video or the record.

21 If you'll just set that down,
22 we're going to have a legal discussion
23 just for a minute and we'll bring you
24 back. But I do want you to step out
25 into the hallway.



1 THE WITNESS: Oh. You want me to
2 step out?

3 MR. TWOMBLEY: Yes, ma'am.

4 THE WITNESS: I'll be here --

5 MR. TWOMBLEY: I hate to ask to
6 you to do that, but I've got to do what
7 I've got to do.

8 Thank you. This will only take
9 about five minutes.

10 THE WITNESS: All right.

11 (Witness leaves room.)

12 MR. TWOMBLEY: I want to know what
13 I need to do to make sure there's no
14 more speaking objections.

15 MR. GHOM: I don't think it was a
16 speaking objection. I think I've said
17 the basis for my objection. That's
18 what I'm permitted to do.

19 MR. TWOMBLEY: Well, I'm agreeing
20 that you don't have to do that. I'm
21 stipulating to that on the record. I
22 under- --

23 MR. GHOM: I hadn't stipulated to
24 that.

25 MR. TWOMBLEY: Well, what -- if



1 I'm agreeing that you don't have state
2 any objection and I'm also agreeing
3 that you don't --

4 MR. GHOM: I want the record to be
5 clear as to the basis for the
6 objection, so I'm stating that. And
7 you can say that I don't have to do
8 that, but I feel like I need to that.

9 MR. TWOMBLEY: Okay. Well, I am
10 just telling you this, that I believe
11 these are speaking objections. I
12 believe that they are specifically
13 designed to coach the witness into what
14 to say. And there's no reason that I
15 can think of why you would want to
16 state those objections and the basis
17 for them when I am agreeing and
18 stipulating that you don't have to do
19 any of that.

20 You reserve all your rights, and I
21 will not take the position that the
22 failure to object or say anything will
23 be detrimental to y'all in any way. So
24 why would -- in light of that fact, why
25 would you then insist on objecting and



1 stating the basis in a way that I think
2 is coaching the witness when you don't
3 have to?

4 The only reason I can think of is
5 because you want to do exactly what I'm
6 concerned and asking that you not do.

7 MR. GHOM: And another reason
8 would be so maybe you would ask a
9 question that doesn't cause me to have
10 to object to it.

11 MR. TWOMBLEY: Well, that's the
12 only --

13 MR. GHOM: I hate to say it,
14 but --

15 MR. TWOMBLEY: -- if I don't ask
16 the question right.

17 MR. GHOM: Well, you -- you know
18 what the objection is, then I'll tell
19 you what it is.

20 MR. TWOMBLEY: I don't need to
21 know the objection. You can -- you can
22 ask it later.

23 MR. GHOM: I'm glad you said that.
24 If you reask the question, that's on
25 you. I'm just simply saying I'm



1 stating the basis for the objection

2 and --

3 MR. TWOMBLEY: All right.

4 MR. GHOM: -- I think that's --
5 you know, all I said was -- I didn't
6 tell her how to answer the question. I
7 just simply said what the -- what's
8 objectionable about the question. You
9 asked her what did Jimmy intend. You
10 have not established a foundation that
11 she knows what Jimmy intended.

12 MR. TWOMBLEY: Well, I know she
13 doesn't know what Jimmy intended, and
14 Jimmy's dead. That's the whole damn
15 point.

16 MR. GHOM: Well, I haven't heard
17 her testify that she discussed that
18 provision with Jimmy. So then how can
19 you ask her what did Jimmy intend when
20 he said -- you know, used those words
21 in that provision?

22 MR. TWOMBLEY: Well, look. I
23 don't want this to interfere. I want
24 to get the deposition done. I don't
25 know anything I can possibly do to be



1 more accommodating than to stipulate on
2 the record not only do you not have to
3 object to the form, you don't have to
4 object at all. You reserve all rights.

5 And if there's more objections
6 that I think are designed to coach the
7 witness, I mean, I'm not going to --
8 I'm not going to suffer that for the
9 rest of this deposition. I'm happy to
10 get the judge on the phone. We'll --
11 we'll break the deposition.

12 And if a judge tells me that
13 there's some reason, legitimate reason
14 why you need to state these objections
15 and the basis for them when I've agreed
16 you don't have to, I will take my
17 medicine from the judge.

18 I don't think it's proper. I'm
19 trying do everything I possibly can to
20 be accommodating so you reserve and
21 preserve all your objections and
22 rights. And you can argue in the
23 future, anything you want to argue.

24 And I mean, that's 100 times
25 better for you than to state your



1 objection on the record and the basis
2 for it. You may think of ten other
3 bases tomorrow, and I'm allowing you to
4 do that. So I'm just saying I will not
5 suffer the rest of this deposition with
6 people making comments that I think are
7 trying to coach this witness.

8 Somebody's already got a document
9 and stuck it in front of her and
10 underlined a provision, and nobody in
11 this room will say who did it.

12 MR. GHOM: And I will tell you I
13 have no idea who did that.

14 MR. TWOMBLEY: Well, I don't know,
15 either. That's the whole doggone,
16 point.

17 MR. DAVID: I don't know --

18 MR. GHOM: I don't know who -- I
19 don't know -- I don't whose exhibit
20 this is, I mean...

21 MR. TWOMBLEY: So, I mean, if it
22 happens again, I'm just honestly
23 telling to you, unless somebody can
24 convince me otherwise or tell me I'm
25 being unreasonable, I am giving you the



1 opportunity, you do not have to object.
2 You do not have to state the basis for
3 your objection, and you can argue
4 anything you want to in the future.

5 There's no reason to, quote, and
6 make sure the record is clear. That's
7 my risk, not yours. So I'm asking that
8 it please not happen. But if it does
9 happen again, I'm going to terminate
10 the deposition and get a judge on the
11 phone, try to, although I hate to
12 bother him, and find out if there's
13 some legitimate proper basis for
14 somebody to object and state the basis
15 for their objection when I'm agreeing
16 that you don't have to do any of that.

17 So I'm asking, please,
18 respectfully, do not do that anymore.
19 And, you know, look, lawyers can
20 disagree on whether an objection and
21 stating the basis is a speaking
22 objection or not. I mean, you know,
23 I'm sure we won't agree on everything
24 about that. That's why I'm saying
25 let's take the issue off the table.



1 MR. GHOM: I understand your
2 position, Ashley, and I've stated mine.
3 So I don't think we need to talk about
4 any further.

5 MR. TWOMBLEY: Okay. Thomas, will
6 let the -- Zoie know to come back in,
7 please?

8 BY MR. TWOMBLEY:

9 Q Ready to go back on the record?

10 A Huh?

11 Q Are you ready to go back on the record?

12 A Yeah.

13 Q Okay. Where did you go to lunch?

14 A The Mills House.

15 Q Where?

16 A The Mills House.

17 Q The Mills House. Was it good?

18 A Um-hmm.

19 Q What'd you have?

20 A We went in the -- in the --

21 THE WITNESS: Where did we go? In
22 the sandwich shop, like...

23 BY MR. TWOMBLEY:

24 Q Okay. Did y'all sit at a table?

25 A (Nonverbal response.)



1 Q Was it a square or was it rectangle?

2 A Well, we put the two tables together.

3 Q Okay. Draw me a picture of the table
4 and show me where you sat, please.

5 A What -- what's this for?

6 Q I want to --

7 A What are you doing? What's this? What
8 is this? What do you want me to draw a table
9 for of where we ate?

10 Q Ma'am, we can spend the next few hours
11 talking about it, if you'd like. It's just
12 going to prolong --

13 A What is this about? I should know.

14 Q No, you didn't. You are -- that is
15 not -- you are not --

16 A I can't draw.

17 Q Okay. Was it a square or rectangle?

18 A Well, when we put the two together, it
19 was a rectangle.

20 Q Okay. And who went to lunch with you?

21 A It was Nicky and Danny and his wife,
22 Heather, and me.

23 Q Okay. And where did -- can you point
24 on this piece of paper where you sat?

25 A I sat here, Nicky sat here, Heather sat



1 here, and Danny sat there.

2 Q Okay. So this is where Nicky sat?

3 A Um-hmm.

4 Q And this is where Heather sat?

5 A Um-hmm.

6 Q And this is where Danny sat? And this
7 is -- we'll put a Z there.

8 Is that fair?

9 A Um-hmm.

10 Q Okay. And the petitioners in this
11 lawsuit, the ones that are going after the
12 money, that's Nicky, right?

13 MR. GHOM: Object to form.

14 BY MR. TWOMBLEY:

15 Q And that's Danny --

16 A Hmm.

17 Q -- right?

18 A Um-hmm.

19 Q And who is Heather married to?

20 A Danny.

21 Q Okay. Now, did y'all have any
22 discussion at all about this case, the evidence,
23 this agreement, or anything of that nature
24 whatsoever?

25 A No, I don't think so. I think we



1 talked about where I went to kindergarten, from
2 Cobblestone Street, across from that, and we
3 used to go to the Washington Park to play at
4 recess. And that there was a Greek grocery
5 store right across from the -- across from
6 there.

7 Across from the Mills house, there was
8 Greek grocery store because I'm Greek. And I
9 had stayed with her -- I had stayed with their
10 daughter in Atlanta when Tony was hurt.

11 Q That's all very interesting.

12 A It is.

13 Q But that's not my question.

14 A Oh. It isn't?

15 Q My question is: Did anyone at this
16 table --

17 A No, we didn't talk about it. I don't
18 remember talking about it. I don't even
19 remember what we talked about, anyway.

20 Q Well, if you don't remember what you
21 talked about, how can you testify that y'all
22 didn't talk about the case?

23 A Well, did you want me to talk about the
24 case?

25 Q Ma'am, I want you to answer my



1 question.

2 A We didn't talk about the case, that I
3 can remember we did. We didn't.

4 Q So your testimony is, today under oath,
5 under penalty of perjury, is that at lunch
6 today, no one tried to talk to you about this
7 case and the testimony you're giving today?

8 A No.

9 Q Do you know if anyone else was at that
10 restaurant listening to y'all?

11 A No.

12 Q If someone said they were there and
13 they heard you talk about the case, what would
14 you say about that?

15 A I'd say no. There wasn't anybody there
16 listening to us.

17 MR. TWOMBLEY: I'm going make this
18 Exhibit 2.

19 THE WITNESS: What's that?
20 (Whereupon, Exhibit
21 Number 2 was marked for
22 identification.)

23 THE WITNESS: I'm going to ask you
24 something. What you getting at? I'm
25 only here to see that my children get



1 what they're supposed to get.

2 BY MR. TWOMBLEY:

3 Q Ma'am, we know why you're here.

4 A Well, why we asking all these
5 questions?

6 Q That's my job --

7 A I mean --

8 Q -- that's why.

9 A No, it's not your job.

10 Q Let's -- let's -- let's move on.

11 A It's just what you want to make your
12 job.

13 Q Let's -- let's move on.

14 Do you know, did you ever talk to Jimmy
15 about or do you have any other recollection
16 about what this provision in the agreement that
17 says keep at least \$25,000 was intended to mean?

18 A \$45,000?

19 Q \$25,000. Keep at least \$25,000.

20 A I don't know what that's about.

21 Q Okay.

22 A I really don't.

23 Q Okay.

24 A I don't know what he's talking about.

25 Q And it is your testimony today that



1 when this document says his estate, that you
2 intended for that to mean 50 percent of what he
3 owned in 1977?

4 A Uh-huh.

5 MR. GHOM: Object to the form.

6 BY MR. TWOMBLEY:

7 Q Okay. And so you would agree, then,
8 that if he bought something after 1977 --

9 A Right.

10 Q -- that there's no way this provision
11 would apply to that because --

12 MR. DAVID: Object to the form.

13 BY MR. TWOMBLEY:

14 Q Is that right?

15 MR. GHOM: Object to the form.

16 THE WITNESS: Well, you know, I
17 don't know what half would be. I don't
18 know if it would include something they
19 got or whatever. I don't know.

20 BY MR. TWOMBLEY:

21 Q So you --

22 (Crosstalk.)

23 BY MR. TWOMBLEY:

24 Q So you just can't say? You just cannot
25 say one way or the other?



1 A No. I mean, I'm not sure what they
2 bought, if they bought something. It could
3 include that. I don't know.

4 Q But you are clear, I understand, that
5 the estate was supposed to be the estate he
6 owned in 1977?

7 A Yes.

8 MR. GHOM: Object to the form.

9 BY MR. TWOMBLEY:

10 Q And so the agreement would not impact
11 what he purchased thereafter?

12 MR. GHOM: Object to the form.

13 MR. DAVID: Object to the form.

14 THE WITNESS: Not in that
15 agreement, it doesn't. No.

16 BY MR. TWOMBLEY:

17 Q Okay. Now, the agreement says he will
18 keep at least \$25,000 or 50 percent of his
19 estate, whichever is greater.

20 Do you know, in 1977, if 50 percent of
21 what Jimmy Strobel owned had a value that was
22 greater or less than \$25,000?

23 A Did I know if he owned something that
24 was less or greater than \$25,000?

25 Q That's right. In 1977.



1 A I don't know what things were worth
2 back then. But I imagine we had the house and
3 then he had that extra property. I would
4 imagine it's more.

5 Q I was thinking the same thing.

6 So if he owned, in 1977, an estate that
7 was worth substantially more than \$25,000, why
8 would you have need to have this provision that
9 the boys would get \$25,000 or 50 percent of his
10 estate, whichever is greater?

11 A I don't know. I don't know what you're
12 talking about.

13 Q You don't have any idea?

14 A No. I don't know, no.

15 Q Okay.

16 A I don't know.

17 Q Did you ever talk to Jimmy about it?

18 A Did I ever talk to Jimmy --

19 Q Jimmy, about what he meant by this, how
20 he thought it was supposed to work?

21 A No, I didn't talk -- I don't remember.

22 Q Okay. Do you think that it's -- well,
23 let me ask you this. Let me ask that.

24 When you read this agreement, this
25 provision just a moment ago and it said



1 50 percent of his estate --

2 A Um-hmm.

3 Q -- did -- you thought and understood
4 that that meant 50 percent of what he owned in
5 1977?

6 MR. DAVID: Object to the form.

7 MR. GHOM: Object to the form.

8 BY MR. TWOMBLEY:

9 Q Is that right?

10 A I guess. I don't -- I don't know.

11 Q Okay.

12 A I'm not sure.

13 Q So you -- so you just -- you don't know
14 what it meant?

15 A I'm stupid.

16 Q Well, I don't -- I don't think you're
17 stupid.

18 A Dumb. I mean, that's a long time ago.
19 I don't remember all that stuff. I'm 83 years
20 old. I'm losing my memory, too. Okay?

21 Q And Jimmy's dead and gone and --

22 A I might end up with dementia. I don't
23 know.

24 Q Well, how do we figure that out? Do
25 you have any ideas?



1 A Figure what out?

2 Q What all this means. What was the --
3 what was the purpose? What was the goal? What
4 was the intent of the parties?

5 A I thought we just talked about that.

6 Q You said you didn't know.

7 A I just -- I don't know. I don't know
8 what it means.

9 Q All right. All right. I want to talk
10 about something that we brought up earlier. I
11 was going to bring it up then but I thought
12 about it over lunch. I definitely want to talk
13 about it now.

14 Are you -- you are aware, are you not,
15 that Jimmy Strobel, prior to the time he died,
16 executed a will and testament that said when he
17 died, he wanted everything he owned to go to
18 Paula.

19 Are you aware of that?

20 A No.

21 Q You're not?

22 A I'm not sure about that. I don't know.

23 Q Well, previously, you said you -- he
24 was going to leave the boys something, he never
25 got around to it --



1 A Um-hmm.

2 Q -- and that he -- you didn't know why
3 he would have not left them something.

4 So your testimony is you didn't -- you
5 don't know now that he executed a Will that said
6 when I die, I want to leave everything to my
7 wife, Paula Strobel?

8 A Why should he? Why should he?

9 Q Okay. You know, whether he --

10 A She didn't buy anything.

11 Q Well --

12 A She didn't get any -- she just came in
13 and took everything and hoped that everything --
14 she was just being, you know -- I don't know
15 what you'd call it -- a hoarder.

16 Q Well --

17 A She was just being -- I don't know what
18 they were being. I know that Jimmy intended to
19 give me children what they were supposed to get.

20 Q Well, how do you know that?

21 A I know it because he said it so many
22 times. He said it so many times. He said it so
23 many times to them. We got to get together so I
24 can get this thing -- the stuff y'all are
25 supposed to get. How come he never got to it?



1 I don't know.

2 Q Well, how do you know he didn't get to
3 it if you don't know what his Will said?

4 A I don't know. I don't think he did.
5 You know all this, why you asking me all this
6 stuff?

7 Q Well, ma'am, it's my job to do that.
8 That's --

9 A Well, it is? To make somebody really
10 irritable and crazy?

11 Q Well, if --

12 A And -- and for nothing --

13 Q If that's my job --

14 A -- nothing.

15 Q -- I need a raise because I know I'm
16 good at that. But I'm really supposed to be
17 fleshing out these issues --

18 A Well --

19 Q -- in this case.

20 A -- I just think you're wasting your
21 time. Okay?

22 Q Yeah. Ma'am, we've been sued.

23 A Huh?

24 Q We have been sued. We didn't bring any
25 lawsuit. We defended one.



1 MR. GHOM: Object to the form.

2 THE WITNESS: What?

3 BY MR. TWOMBLEY:

4 Q In any event, let me ask you this.

5 You say Jimmy said this, that was your
6 testimony, right?

7 A He said this when? What?

8 Q He said he was going to leave some
9 stuff for the boys?

10 A Yes.

11 Q Okay.

12 A I don't know how many times he said it.

13 Q Okay.

14 A I don't know what happened.

15 Q Is it your understanding that when
16 someone dies, that we ask people what they said
17 as opposed to looking at what they put in their
18 Last Will and Testament?

19 A Is there any understanding that this
20 can be contested?

21 Q Well, you can contest about anything
22 these days.

23 But I'm asking you: Are you aware of
24 the fact that when someone dies --

25 A Yeah, I know what you're talking about.



1 Q Everybody in the world can say --

2 A Just don't ask me that. Okay? You're
3 making me really mad.

4 Q Well, you know, I'm defending the
5 arguments that have been made.

6 A I'm just -- you know, I knew this was
7 going to happen before I got here. Okay? You
8 knew what you were going to do.

9 Q Well, don't you --

10 A I knew what you were going to do.

11 Q Well, don't you think that's a point
12 that a court should consider, is not what you
13 say somebody said or somebody else says somebody
14 said, but what they went to their lawyer and
15 wrote down on a piece of paper as their Last
16 Will and Testament?

17 A Just like I said, it can be contested.

18 Q Well, I know it can be contested. I'm
19 trying to figure out if there's any merit --

20 A You've figured --

21 Q -- to the contest.

22 A -- everything out. You don't need to
23 ask me anything else. I don't know. This has
24 nothing to do with me. I didn't ask for
25 anything. All I'm asking is for my children.



1 That's it. I'm not asking for anything from her
2 for me.

3 Q But this is your agreement that you
4 negotiated and executed with Jimmy in 1977;
5 correct?

6 A Yes. It's got my signature on it. If
7 it's got my signature on it, I must have agreed
8 to it.

9 Why do you keep asking me the same
10 thing over and over?

11 Q Is there any -- well, tell me what
12 else, if anything, you remember about any
13 discussions with Jimmy, the lawyers, or anybody
14 else about what this fifth provision in this
15 agreement means and how it's supposed to
16 operate.

17 A I can't tell you that. I'm not a
18 lawyer, thank God. I don't know.

19 Q Well, ma'am, there's nobody else alive
20 who was even there. I mean, if you can't tell
21 us anything about it, I mean, how we going to
22 figure it out?

23 A Figure what out?

24 Q What it means and how it's supposed to
25 work?



1 MR. GHOM: Object to the form of
2 the question. You're now arguing.

3 THE WITNESS: I don't know. I
4 don't know. How is it supposed to
5 work? Can you tell me that?

6 BY MR. TWOMBLEY:

7 Q I don't think you'd like my answer.
8 But, in any event, I will represent to
9 you --

10 A No, you don't represent me.

11 Q I will represent to you --

12 MR. TWOMBLEY: Will you get
13 Jimmy's Last Will submitted for
14 probate?

15 THE WITNESS: You're making my
16 heart race.

17 BY MR. TWOMBLEY:

18 Q Well, if you need to take break, we can
19 take a break. But it's --

20 A It's not going to do any good. I'll
21 come back in here --

22 (Crosstalk.)

23 BY MR. TWOMBLEY:

24 Q My heart's racing --

25 A I'll come back in here and the same



1 thing's going to start again.

2 Q Okay.

3 A I can only take so much. I'm been up
4 since 6:00. It's almost 3:00 now.

5 Q I got you. If you'll answer my
6 specific question, it'll probably take a lot
7 less long with it.

8 Let me just tell you, we'll get you a
9 copy and show it to you. But I'm representing
10 to you that way before the time Jimmy died, he
11 executed a Will that left everything to Paula.

12 A Okay. So it did. What about it?

13 Q Okay. So are you -- well, I'm trying
14 to figure out what it is you think Paula did
15 wrong.

16 What do you think she did wrong?

17 A That is really -- you're going to ask
18 me that question, what she did wrong?

19 Q Yeah, yeah.

20 A She came in, broke up my marriage.

21 Q Okay.

22 A Okay? That's one thing.

23 Q I got that. I might agree with you on
24 that one. But go ahead. What else? Broke up a
25 marriage.



1 A She came in and just scooped everything
2 out like that's all that she cared about anyway.

3 Q Scooped everything out?

4 A I don't think she cared about Jimmy.

5 Q Did not care about Jimmy.

6 A No, I don't really think so, some
7 things I've heard.

8 Q What else? I want to know what you
9 think Paula has done so wrong by following and
10 honoring what Jimmy put down in his Last Will
11 and Testament?

12 A She should be willing to do the right
13 thing, and that's to give my children -- just
14 like her dad said, the children should get
15 something. The boys. The boys.

16 Q Should be willing to give --

17 A I mean, she should be --

18 Q -- my children?

19 A What kind of person is she? I thought
20 she was a nice person. I was wrong, I guess.

21 Q All right. What else? What else do
22 you contend Paula has done wrong with respect to
23 --

24 A I just can't remember.

25 Q With respect to your ex-husband's



1 estate?

2 A Well, it was okay for me to come -- it
3 was okay for me to leave Johns Island at 6:00 in
4 the morning in the dark to come all the way up
5 to get there at 7:00 to stay with Tony and watch
6 Tony so they could go to work. That was real
7 nice of me, don't you think?

8 Q It was very nice.

9 A Yes, I think so.

10 Q What I want to know is what you contend
11 Paula did wrong.

12 Is there anything else you can tell me
13 with respect to Jimmy's estate --

14 A What did she do right, is what I want
15 to know?

16 Q -- what do you believe Paula did wrong?
17 Listen, I'm happy for you to ask me
18 these rhetorical questions. It's going to take
19 ten times as long. But I'm going to stay here
20 until midnight if I have to.

21 I would ask you, please list for me,
22 anything else that you believe Paula Strobel has
23 done wrong related to Jimmy's estate?

24 A Well, she was very -- I can't think of
25 the word for it. Well, one of the things, you



1 know, I gave Nicky my mother's furniture, which
2 I guess dated back in the '30s or '40, something
3 like that. And Nicky -- he wasn't able to use
4 that kind of furnishings. She's like, well,
5 I'll take it for you.

6 She got my mother's furniture in there,
7 in her house, and it didn't make any difference
8 to her whose it was, if it was my mother's. She
9 took it. And a very selfish person, that's what
10 I'll say. She's very selfish. That's enough
11 right there.

12 Q Now, I got to get everything.

13 So she's got your mother's furniture
14 that Tony didn't want. She --

15 A I said she's selfish. Selfish.

16 Q Selfish. All right. What else?

17 A And I remember when I was in there
18 with -- staying with Tony, I was trying to
19 straighten up his room a little bit, you know,
20 and I think she noticed that maybe something was
21 not -- maybe something was not right or
22 something. She told -- told Tony to tell me to
23 quit. I wasn't doing anything wrong, I was just
24 straightening things up. I mean, you couldn't
25 touch anything of hers.



1 Q Notice something wasn't right and told
2 Tony to quit.

3 Anything else?

4 A I can't remember.

5 Q My question's about --

6 A I got to think about it a little bit.

7 Q -- Jimmy's estate.

8 Is there anything else you think she's
9 done wrong about Jimmy's estate?

10 A Jimmy's estate, what are we were talking
11 about, when we divorced or when --

12 Q Well, you're right. You didn't know --

13 A After?

14 Q I'm going to give you a copy.

15 MR. TWOMBLEY: We'll mark this as
16 Exhibit 3. This is his Last Will and
17 Testament of Jimmy Strobel.

18 (Whereupon, Exhibit
19 Number 3 was marked for
20 identification.)

21 BY MR. TWOMBLEY:

22 Q That was executed in 2003.

23 Have you ever seen that document
24 before?

25 A 2003?



1 Q Um-hmm.

2 A No.

3 Q Okay.

4 A I've never seen that. I've never seen
5 that.

6 Q Do you know of any -- anything wrong
7 with Jimmy in 2003 or any reason why he couldn't
8 go to a lawyer and have a Will done?

9 A I don't think anything about his --
10 his -- anything about -- all I know is I know he
11 had to take dialysis, and that's all I know.

12 Q I guess so my question is: Do you know
13 of any reason --

14 A No, I don't.

15 Q -- of why he couldn't go to a lawyer
16 and --

17 A No.

18 Q -- strike out a final Will?

19 A I don't know. I -- I have no idea.

20 Q Do you have any reason to believe that
21 this was not what Jimmy signed in 2003 directing
22 as to what should happen to his estate?

23 You take as much time as you need. But
24 I just want to make sure you understand the
25 question, which is: Do you know of any reason



1 why this is not a valid Last Will and Testament
2 that Jimmy executed saying what he wanted to
3 happen with all his stuff when he dies?

4 A Okay.

5 Q Do you know of any reason why that is
6 not Mr. --

7 A Wait a minute.

8 MR. GHOM: Ashley, that exhibit,
9 what number?

10 MR. TWOMBLEY: 3.

11 THE WITNESS: I get it.

12 BY MR. TWOMBLEY:

13 Q You get it?

14 A Yeah.

15 Q Well, can you answer my question? Do
16 you know of any reason why that's not a copy of
17 what Jimmy Strobel wanted to happen with his
18 estate?

19 A Yes. It's a copy of what he wanted to
20 happen.

21 Q Okay.

22 A I can just see his mother and dad now.

23 Q You said you can see your mother and
24 daddy now?

25 A Um-hmm.



1 Q You don't think they would like what he
2 did here?

3 A No.

4 Q But you don't have any reason to -- or
5 you don't deny that this is what he went to his
6 lawyer and told his lawyer he wanted, right?

7 A I see what's there, but --

8 Q His parents wouldn't be happy with it?

9 A No. His parents would just definitely
10 be outraged.

11 Q Let me guess --

12 A Hmm?

13 Q Let me guess --

14 A Let you guess?

15 Q -- ... they're dead, too?

16 A They're rolling over in their graves,
17 though.

18 Q Okay. Is there anybody alive we can
19 talk to other than you and the people who want
20 all this money?

21 MR. GHOM: Object to the form.

22 THE WITNESS: What?

23 BY MR. TWOMBLEY:

24 Q Is there anyone else that's alive other
25 than the people who stand to financially benefit



1 from saying that his parents would roll over in
2 their graves? Anybody else that we can talk to?

3 MR. GHOM: Object to form.

4 THE WITNESS: Nobody left, really.

5 Maybe their cousins. They've got some
6 cousins that would really feel the same
7 way, I'm sure. They would probably
8 just faint.

9 BY MR. TWOMBLEY:

10 Q Faint because Jimmy --

11 A Yeah.

12 Q -- did something --

13 A Yeah.

14 Q -- that they don't agree with and you
15 don't agree with?

16 A They would not agree with it at all.

17 Q Well, let me ask you this.

18 I mean, do you -- do agree that under
19 South Carolina law, children are not entitled to
20 a dime from their parents?

21 A I know South Carolina law states, from
22 what I understand.

23 Q Okay. Well, then you should be able to
24 agree with that statement. You know --

25 A States --



1 (Crosstalk.)

2 BY MR. TWOMBLEY:

3 Q -- the South Carolina law --

4 A Somebody I know that's not from here
5 says it states. I don't know that. I didn't
6 know it was so bad.

7 Q Well, I mean, do you think that parents
8 should be required to leave their children?

9 A I think -- yes, I do. Jesus said it.

10 Q Well, God, if --

11 A Jesus said it.

12 Q -- Jesus said it, it must have been --

13 A A man --

14 Q It must be right.

15 A -- does not leave his children anything
16 is not worth a dime. The last part, I wasn't
17 sure. But man that doesn't leave his children
18 something is -- if you search for the last part,
19 you'll find it.

20 Q I want to draw your attention to Item 4
21 and 5 of this Will.

22 A Oh, shut up.

23 Q I give and -- I know it's tough to look
24 at these facts, but we got to do it.

25 I give and bequeath all my personal and



1 household affects, et cetera, et cetera, to my
2 wife, Paula Strobel.

3 A I saw that.

4 Q Okay.

5 A Um-hmm. And if she died, then the kids
6 would get it.

7 Q All right. Do you believe that when
8 Jimmy died, he wanted Paula to have all of --

9 A No, I don't.

10 Q You don't?

11 A No.

12 Q Why? Why do you say --

13 A I just can't believe he'd do something
14 like that.

15 Q Other than the fact that you personally
16 can't believe it, do you have any other support
17 for the fact that that's not what Jimmy --

18 A No, I have no support for that at all.

19 Q Okay. Item 5 says, "I give, devise and
20 bequest all the rest, residue, and remainder of
21 my property of every kind and description
22 wherever situate, wherever acquired before or
23 after the execution of this Will absolutely to
24 my wife" --

25 A I've already read it.



1 Q -- Paula Strobel.

2 A I read it.

3 Q Do you know of any reason why he
4 couldn't leave everything to his wife, Paula
5 Strobel?

6 A I can't believe it in my heart.

7 Q Other than you can't believe it in --

8 A In my head --

9 Q -- your heart --

10 A -- I can see it, but in my heart, I
11 can't.

12 Q Okay. Other than that, do you know of
13 any reason why he couldn't do that?

14 A If that's the law, that's the law. But
15 it can be contested.

16 Q If you've got reasonable grounds, you
17 can. Let me ask you this.

18 If that's what Jimmy put down on his
19 paperwork --

20 A It's not what he intended.

21 Q -- if you don't have -- well, what's
22 your support for what he intended? Were you
23 there when he executed this Will?

24 A Well, I was told that just before he
25 died, that they had to get together to do -- to



1 get their part of the estate, and they never got
2 together. I don't know why he didn't do it. He
3 died before he could do it. I don't know.
4 Maybe that's it.

5 Q Okay. But my question to you is: In
6 2003 when this document was signed --

7 A Um-hmm.

8 Q -- I don't know what happened after
9 that. But do you disagree that Jimmy wrote down
10 on this paper with the assistance of a lawyer --

11 A That's what it is, if it's there. What
12 am I going to do?

13 Q So I'm trying to still figure out why
14 you're upset with Paula.

15 A Why I'm upset with Paula?

16 Q Yeah.

17 A Because I would think she would be a
18 person that would do the right thing by giving
19 the children what they rightfully should get.
20 Why do you -- why would you think I wouldn't be
21 upset about that?

22 Q Well, I -- I don't deny that you think
23 that. But somebody else might think
24 differently, right?

25 A Well, I don't think so.



1 Q You don't think so?

2 A No.

3 Q Everybody's got to think like you?

4 A Yeah. I think that --

5 Q Okay.

6 A -- anybody that's associated with them
7 would think like me.

8 Q What if somebody's just greedy and
9 money hungry and they don't want --

10 A What?

11 Q What if they're just greedy and they're
12 not a good person and they don't want to leave
13 anything?

14 A Yeah. Well, there are a lot of bad
15 people. But I don't know any of them. I didn't
16 know any of them.

17 Q I mean, are you aware of any reason, in
18 2003 when Jimmy Strobel died, that if he
19 intended and wanted these kids to receive
20 something from his estate, why he couldn't have
21 told his lawyer, instead of typing in Paula
22 Strobel right there, I want you to put in the
23 names of the kids?

24 A I'm not going to answer that question
25 because you know what it is.



1 Q Well, I do. But what about the jury
2 that's going to decide this case?

3 A The jury's going -- the jury's going to
4 know.

5 Q Okay. Are you aware of any reason why
6 he couldn't have told his lawyer that?

7 A I don't know.

8 Q Okay.

9 A I have no idea.

10 Q All right. What's this business about
11 somebody told you that he said something before
12 he died and he was going to do something to
13 get -- what is that about?

14 A Well, it's about what my children told
15 me. My children told me that.

16 Q Told you what?

17 A They told me that he wanted them to get
18 together.

19 Q He wanted who to get together?

20 A He wanted my children to get together
21 with him so he could give them what he was going
22 to give them.

23 Q Well, why didn't he do it?

24 A I don't know. I don't know. Maybe he
25 was guilty of something, about being sick and



1 Paula having to take care of him. I don't know
2 why he didn't think about his poor child in a
3 wheelchair. God knows I don't understand it at
4 all. It's beyond me. It's beyond my -- it's
5 beyond me. I don't know how you feel. If you
6 had this -- if you were in my place, would you
7 think this was right?

8 Q Well, if it was my ex-wife who had done
9 all these things to me and ruined my life, I'd
10 probably be in here saying stuff like that, too,
11 because I was too close to the situation and
12 couldn't objective about it and I was speaking
13 with emotion and the history of being upset,
14 so...

15 A You got children?

16 Q Yeah. I got two. And they're not
17 entitled to a thing of mine. And whether I give
18 them a dime or everything I got will be solely
19 up to me.

20 A Well, sure. It'd be solely up to you,
21 up to you.

22 Q And what's the law provides.

23 A And you don't want to give them
24 anything?

25 Q It depends on how they behave



1 themselves.

2 A I'm sure they're not bad.

3 Q If they show their tails, I don't give
4 them a thing.

5 A Well, mine have been wonderful
6 children. They've been wonderful. No problems.

7 Q Let me ask you this.

8 Do you -- do you have an e-mail
9 address?

10 A Yes, I do.

11 Q What is that e-mail address?

12 A Zoogletree, Z-O-O-G-L-E-T-R-E-E
13 @Gmail.com. Somebody gave me that. I thought
14 it was kind of cool.

15 Q Do you use it?

16 A Um-hmm.

17 Q Do you use it?

18 A Yeah.

19 Q Okay. What about, do you do text
20 messages?

21 A Text is better for me.

22 Q Okay. I knew you were going to be a
23 texter.

24 What's your phone number?

25 A I don't have too many people to talk



1 to.

2 Q What's your phone number?

3 A (843) 452-4051.

4 Q Who is that with, Verizon or --

5 A US Mobile.

6 Q In between the time that this agreement
7 was signed by you and Jimmy on March the 4th of
8 1977 --

9 A Just before, you said?

10 Q Well, in between time, the day it was
11 signed --

12 A Right.

13 Q -- and the day Jimmy died, did you ever
14 ask him to show you a copy of an Irrevocable
15 Will leaving \$25,000 or 50 percent of his
16 estate, whichever's greater --

17 A Did I say anything to him about it
18 before he died?

19 Q Yeah.

20 A No. I don't even know that was in
21 there. I didn't know it was in there. You
22 expect me to remember all this stuff from
23 40-something years ago, what it was?

24 Q But you said you didn't even remember
25 that was in there?



1 A No. I don't remember.

2 Q Do you know if it's effective? I mean,
3 if it's enforceable?

4 MR. DAVID: Object to the form.

5 THE WITNESS: Well, if --

6 MR. GHOM: Same objection.

7 THE WITNESS: It's not relevant
8 now to me. It's -- I mean, that's just
9 -- it's not the way it is now.

10 BY MR. TWOMBLEY:

11 Q Do you believe that this agreement you
12 signed with Jimmy is valid and enforceable?

13 MR. GHOM: Object to the form.

14 THE WITNESS: Yes, I guess it is.
15 I would think it would be. I mean, I
16 signed it. It's -- and whoever signed
17 it, the lawyers or whoever signed it.

18 BY MR. TWOMBLEY:

19 Q And you want it enforced, right?

20 A Um-hmm.

21 Q You want it enforced?

22 A Did I want it enforced?

23 Q You want it enforced now?

24 A I don't know what you mean.

25 Q Well, you want the court to follow this



1 provision in this agreement; correct?

2 A I guess. I don't know. I don't know.
3 I don't know. I don't know what you mean. I
4 don't know what -- I don't know what that means.

5 Q Well, don't you want --

6 A I mean, I don't know if something
7 enforced from how many years back to that, would
8 that be -- I mean -- and everything's changed
9 since then. Everything has changed since then.

10 Q How has it changed since then?

11 A I don't know.

12 Q Let me ask you this.

13 What was your intent when you signed
14 this agreement and included this provision in it
15 that we've been talking about?

16 A My intent? I thought we were just
17 signing to get -- I don't know if that -- is
18 that a separation agreement or divorce
19 agreement? I mean, if it was -- if we were
20 going to divorce, I guess that's what I wanted.
21 That's when we agreed upon we would do.

22 Q Well, did you ever take any steps in
23 between 1977 and when Jimmy died to see if he
24 had done what he was supposed to do?

25 A No. I should have. I made my mistake



1 right there. I should have got him and said,
2 what are you going to give the kids, when are
3 you going to sign for the kids? When are you
4 going do it? I should have done it. I regret
5 that. I really made a mistake. Maybe he would
6 have done something. Yeah.

7 Q Well, do you think if you would have --

8 A I don't -- you know, I mean, have any
9 idea he wasn't going to do anything. I mean --

10 Q Well, do you remember earlier when we
11 talked about these legal proceedings that took
12 place after this agreement was signed?

13 A Do I remember what?

14 Q Do you remember where he was accusing
15 you of breaching this agreement, picking up
16 shrubs and harassing and doing all those other
17 things?

18 MR. GHOM: Object to the form.

19 THE WITNESS: God. I don't
20 remember all that stuff. Picking up
21 shrubs.

22 BY MR. TWOMBLEY:

23 Q Why do you think that's funny? Why do
24 you think that's funny?

25 A You don't think it's funny? I was



1 picking up shrubs. Look like he would have
2 said, take everything you want, you planted it,
3 take it.

4 Q Well, no, I don't think it's funny.

5 A I mean, what else did I take? I mean,
6 what else was I taking? I was taking a plant?
7 I don't remember that. And what else did I do?

8 Q Well, there's a whole list of things.
9 Do you want to go through it again?

10 A What? What?

11 Q The important thing he says is you
12 weren't following this agreement.

13 A Oh, God. I did everything I could do
14 for my children.

15 Q Then what was Jimmy talking about?

16 A I don't know.

17 Q You don't know?

18 A You said I was stealing plants.

19 Q And, again, you don't know how that
20 litigation ultimately concluded; correct?

21 A I don't know. I can't remember that
22 stuff.

23 Q Let me show you a couple more things.
24 Take a break and see where we are. I think
25 we're getting close towards the end.



1 A How many more questions you going to
2 ask me? I'm getting tired and I'm not feeling
3 well now. You've made me not feel well at all.

4 Q Well, anytime you need to take a break,
5 this is not an endurance contest.

6 A Break ain't going to work. I want to
7 go home. This is just ridiculous.

8 Q I know you don't like it.

9 A No, I don't like it at all.

10 Q This is it right here.

11 A Um-hmm.

12 Q All right. Let me -- earlier in this
13 case, we sent you some questions to answer.

14 Do you remember --

15 A When?

16 Q -- receiving those questions?

17 A When?

18 Q Earlier in this case. This would have
19 been in the past few months, we sent you some
20 questions to answer.

21 Do you remember answering them?

22 A I don't remember anything like that. I
23 had another life. I got remarried in 1980. I
24 wasn't looking at what Jimmy was doing.

25 (Whereupon, Exhibit



1 Number 4 was marked for
2 identification.)

3 BY MR. TWOMBLEY:

4 Q I'm going to show you what I'm going to
5 mark, first of all, as Plaintiff's Exhibit
6 Number 4. This is a copy of a petition that was
7 filed against you and I want to ask you if you
8 would, please, to turn -- the part I want to ask
9 you about starts on page 24.

10 MR. GHOM: Ashley, do you have an
11 extra copy?

12 MR. TWOMBLEY: Yeah, right there.
13 It's just her answer.

14 MR. GHOM: You can keep it, Danny.

15 BY MR. TWOMBLEY:

16 Q Can you turn to page 24?

17 A Oh, 24.

18 Q Do you see these answers that were put
19 here beside these questions?

20 A Um-hmm.

21 Q Do you remember receiving these
22 questions and having to put an answer down?

23 My question -- I know you may be
24 reading through all this and don't understand
25 it, but I have a very basic question.



1 Do you remember receiving this document
2 and providing answers to the --

3 A From you?

4 Q From me.

5 A I don't remember what it said now.

6 Q Well, let's start with 157. The
7 parties to this action, including all interested
8 parties, and now Zoie Ogletree as a party,
9 recognized Paula Strobel as the spouse --

10 A I see.

11 Q -- of the decedent. And somebody put
12 denied there.

13 Do you deny that throughout Paula and
14 Jimmy's life, that you acknowledged and
15 recognized that they were husband and wife?

16 A I guess so.

17 Q Well, why -- who put denied right here?

18 A Where is that?

19 (Reading sotto voce.)

20 I don't remember you sending me this.

21 I know that their half sister sued me for
22 something. I don't know what that was about.

23 Q Well, that's -- that's -- that might be
24 what this is, what --

25 A Well --



1 Q -- you're talking about.
2 A I don't think this is it.
3 Q Well, let me ask you this.
4 Do you deny that Paula and Jimmy were
5 recognized by you as a married couple?
6 A Yes.
7 Q You -- you --
8 A I mean --
9 Q You --
10 A I mean, I know they were a married
11 couple.
12 Q Okay. And you recognized that
13 marriage?
14 A Uh-huh.
15 Q Okay. So you don't deny that?
16 A No.
17 Q 158, Paula Strobel was employed for
18 over 30 years and her income was used to pay for
19 mortgages, bills, improvements, and other
20 maintenance associated with the real property
21 owned by Paula Strobel and Jimmy.
22 Do you deny that?
23 A Say it again.
24 Q That Paula worked, made money --
25 A Um-hmm.



1 Q -- and that she and Jimmy used the
2 money that Paula made to take care of the things
3 that they owned?

4 A Yeah, I agree.

5 Q Well, why does it say -- it says it's
6 admitted that Paula was in the same employ and
7 the decedent for many years. Remainder is
8 denied.

9 A Remainder? Well, I know he and Paula
10 worked at the same place.

11 Q And that Paula made money?

12 A Yeah, Paula made money.

13 Q That money would go into a bank account
14 for Jimmy and Paula, right?

15 A Um-hmm.

16 Q And then they would use that money to
17 pay mortgages and pay bills and to do other
18 things?

19 A Well, I guess they did.

20 Q Well, of course they did. I'm
21 trying --

22 A Of course, they did.

23 Q Then why did some --

24 MR. GHOM: Object to form.

25 (Crosstalk.)



1 BY MR. TWOMBLEY:

2 Q Then why did someone put down denied
3 here? That's what I'm trying to figure out, so
4 you and I -- we're on the wave -- wave length.

5 A I -- I --

6 Q I'm trying to figure out who filled
7 this thing out.

8 A I don't deny that they made money and
9 did things with it.

10 Q Yeah. Like pay mortgages?

11 A Yeah.

12 Q Pay their bills?

13 A Uh-huh.

14 Q Improve their --

15 MR. GHOM: Object to form.

16 BY MR. TWOMBLEY:

17 Q -- their property --

18 MR. GHOM: Lacks foundation.

19 BY MR. TWOMBLEY:

20 Q -- right?

21 A And what?

22 Q Improve their property?

23 A Yeah.

24 Q And maintain the property?

25 A I guess they would.



1 Q Well, of course. Got that one done.

2 All right.

3 A Well --

4 Q Do you --

5 A -- I think they could have done better
6 on some things.

7 Q Let's go to the next one.

8 Paula also provided support to the
9 decedent -- that's Jimmy -- so that he could
10 spend time improving and maintaining the
11 property owned by him.

12 Do you deny that Paula supported Jimmy,
13 helped took care of the kids and that freed
14 Jimmy up to do some other things?

15 A Yes.

16 Q Including take care of his properties;
17 correct?

18 A Um-hmm. I guess they did the best they
19 could, I think. Maybe not. Well, I think some
20 of the property could have been taken care of
21 better than they did.

22 Q They probably could have.

23 A Hmm?

24 Q Probably could have been taken care of
25 better?



1 A I think they could have taken care of
2 some of the stuff they had better.

3 Q Throughout your life, do you hold
4 yourself out as the wife of Ollie Moore
5 Ogletree?

6 A What?

7 Q Did you hold yourself out as being
8 married to Ollie Ogletree?

9 A I was married to Ollie Ogletree.

10 Q And you told people that you were
11 married to him, right?

12 A Well, yeah.

13 Q Of course. Just shout them on out when
14 you know the answer. We're making some progress
15 here now.

16 When Ollie died, you went to the
17 probate court and told the probate court you
18 were his wife; correct?

19 A Yeah.

20 Q Yeah. And the court relied on that
21 representation?

22 MR. GHOM: Object to the form.

23 BY MR. TWOMBLEY:

24 Q Okay. Yeah.

25 A I guess so. I don't remember.



1 Q All right. Now, you're going to have
2 to help me with this one because I can't make
3 heads nor tails of it. Tell me what's going on
4 in paragraph 165.

5 A I don't really understand what that
6 says. The parties of this action, including all
7 interested parties --

8 Q All right.

9 A -- recognize Paula Strobel --

10 Q I'm going to tell you what I think. It
11 says --

12 A What's Paula Strobel got to do with my
13 marriage?

14 Q -- the parties to this action -- that'd
15 be you, your children, Paula, Doddy, recognized
16 Paula as the spouse of Jimmy.

17 A Yeah.

18 Q As you responded, Ogletree had already
19 remarried prior to 2003.

20 Didn't you remarry prior to 2003? It
21 was like in 1980, right?

22 A Right. Yeah.

23 Q All right. Now this says, see below.

24 See below what? Why didn't you just
25 put admit?



1 A What is this, anyway? What is this?

2 Q Well, let me just -- since you asked
3 me --

4 A I mean, what -- what is this?

5 Q Normally, we send documents like this
6 in a lawsuit so we don't have to come to
7 depositions like this and spend so much basic
8 time, you know, kind of figuring out what
9 party's positions are. I never seen anything
10 like that in my life.

11 A Well, I don't know what is it.

12 Q Well, I don't either. I mean, I know
13 it says it's your answer. I mean, this is what
14 was filed on your behalf in court.

15 A Filed in court about what? His death?

16 Q The undersigned Michael Dupree --
17 that's one of your lawyers, right?

18 A Um-hmm.

19 Q Michael Dupree, LLC. The attached is
20 being served on October the 24th on your behalf.
21 This is your document filed in court to outline
22 what your position is.

23 A About what?

24 Q About this whole dispute.

25 A I don't know you're talking about. I



1 don't know that is. I don't have any idea. I
2 mean, it's just -- I can read Greek, but I can't
3 read that.

4 Q Do you remember anybody reading this to
5 you before and --

6 A No.

7 Q -- trying to determine what your
8 answers were?

9 A No.

10 Q Were you -- it's true, is it not, that
11 prior to this lawsuit being filed, that you
12 talked to your boys about it?

13 A Talked my boys about it? What is it?

14 Q About the fact that there was going to
15 be a lawsuit filed in court to challenge the
16 Will --

17 A Yeah.

18 Q -- correct?

19 Y'all talked about it --

20 A Yeah.

21 Q -- you don't deny that, do you?

22 A No.

23 Q And you knew they were going to do it,
24 right?

25 A Yes.



1 Q Okay. And you wanted them to do it to
2 get what you believe they're entitled to, right?

3 A Well, of course.

4 Q Yeah. I know I'm jumping around a
5 little bit, but I want to go back to the
6 divorce.

7 How did you and Jimmy ultimately get
8 divorced?

9 A How?

10 Q How?

11 MR. GHOM: Object to the form.

12 THE WITNESS: Well, I guess we
13 went to -- Jimmy was already -- he got
14 another lawyer and...

15 BY MR. TWOMBLEY:

16 Q And that's how you believe that y'all
17 got divorced?

18 A That's the way we divorced, I guess,
19 isn't it? I guess.

20 Q And just so we're clear, that's the
21 document signed here is Plaintiff's Exhibit
22 Number 1; correct?

23 MR. GHOM: Object to the form.

24 THE WITNESS: Yeah, this is the
25 one we read before?



1 BY MR. TWOMBLEY:

2 Q Yes.

3 A Yes.

4 Q That's what you're talking about;
5 correct?

6 A Uh-huh.

7 Q There's an allegation in this case --

8 A Say what?

9 Q There's an allegation in the case --

10 A Uh-huh.

11 Q -- that after you Jimmy signed that
12 agreement that you thought that constituted a
13 divorce --

14 MR. GHOM: Object to form.

15 BY MR. TWOMBLEY:

16 Q -- that --

17 A This is nuts.

18 Q Well, that's what you just testified,
19 that --

20 A Well, what are you asking me that for
21 again?

22 Q Well, I'm just trying to be helpful.

23 A Why are you asking me about this stupid
24 divorce that was in 1977? What's that got to do
25 with this? What's it got to do with what I



1 expect and want?

2 Q You'll -- you'll have to talk to your
3 attorney about that, ma'am. It's got everything
4 to do with this, about what you expect and want.

5 In any event, there's an allegation
6 that after that, Jimmy went to the Dominican
7 Republic.

8 Are you aware of that?

9 A No.

10 Q Did you know he was going to go to the
11 Dominican Republic?

12 A No.

13 Q All right.

14 A He must have had a trip over there.

15 Q I'm sorry?

16 A Deed he have a trip over there for
17 something?

18 Q Well, I don't know --

19 A A business trip?

20 Q -- I was barely born.

21 This is my question to you, and I want
22 to make sure you understand this and answer it
23 very carefully.

24 Did you sign documents at Messervy's
25 office?



1 A Messervy's office?

2 Q The lawyer.

3 A Uh-huh.

4 Q So that Jimmy could go down to the
5 Dominican Republic?

6 A No.

7 MR. GHOM: Object to the form.

8 THE WITNESS: I didn't sign papers
9 for him to go to the Dominican
10 Republic.

11 BY MR. TWOMBLEY:

12 Q Okay. So it's your testimony under
13 oath that you had no knowledge that Jimmy was
14 going to go to the Dominican Republic after this
15 agreement was signed?

16 A No.

17 Q And if there are some documents down
18 there that have got your signature on them,
19 you're telling us that'd be a forgery because
20 you didn't sign them?

21 MR. GHOM: Object to form.

22 THE WITNESS: I didn't sign
23 anything about him going to the
24 Dominican Republic.

25



1 BY MR. TWOMBLEY:

2 Q So that --

3 A I didn't sign anything like that. I
4 didn't sign anything. No, I didn't.

5 Q Do you know if there are some documents
6 down in the Dominican Republic that bear your
7 signature?

8 A There is?

9 Q I'm asking you, are the --

10 A I don't think so.

11 Q Have you been down there to look?

12 A To the Dominican Republic?

13 Q Yes.

14 A You think I would go into the Dominican
15 Republic?

16 Q I didn't really mean have you been down
17 there to look. But have you tried to look and
18 find to see if there's any documents down there
19 that the court system has --

20 A No, I haven't.

21 Q -- that bear your signature?

22 A No.

23 Q And your testimony is, under oath, that
24 you had absolutely no knowledge that Jimmy went
25 to the Dominican Republic after this document



1 was signed?

2 A No.

3 MR. DAVID: Object to the form.

4 THE WITNESS: No.

5 BY MR. TWOMBLEY:

6 Q When did you first find out that he had
7 been to the Dominican Republic?

8 A When did I find out he went? I didn't
9 know he went to the Dominican -- what's this --
10 what's this about, the Dominican Republic? What
11 is this about?

12 Q Ma'am, I'm here to find out from you.
13 I guarantee I can't tell you. I was one year
14 old in Dillon, South Carolina.

15 A Huh?

16 Q So you don't know anything about the
17 Dominican Republic, you've never been there,
18 you've never signed any documents that can be
19 taken down there, and you don't even know how
20 that's got any connection to this dispute here?

21 A No, I don't.

22 Q Okay.

23 A Dominican Republic, what are you
24 talking about?

25 Q Have you ever told anyone that Jimmy



1 went to the Dominican Republic to get a quickie
2 divorce?

3 A Well, didn't I just say no?

4 Q I'm trying to make sure you're not
5 going to change your answer.

6 A No, I'm not --

7 Q Because --

8 A -- changing --

9 (Crosstalk.)

10 BY MR. TWOMBLEY:

11 Q -- sometimes you say no and then I ask
12 you five minutes later. So I'm trying to make
13 sure I got the right answer.

14 Don't you think that's a good idea?

15 A That's the right answer. You got the
16 right answer.

17 MR. GHOM: Objection.

18 Argumentative.

19 THE WITNESS: Dominican Republic.

20 BY MR. TWOMBLEY:

21 Q So if I understand correctly -- I know
22 we've talked about this, but I just want to make
23 sure I got it straight.

24 But your memory and intent was that
25 when you signed this document that's Plaintiff's



1 Exhibit 1, that this was -- the intent you had
2 was to be divorced from James Strobel; correct?

3 MR. DAVID: Object to the form.

4 MR. GHOM: Object to the form.

5 THE WITNESS: How many times have
6 you asked me that?

7 BY MR. TWOMBLEY:

8 Q I think it's about three.

9 A I think it's been more than that.

10 MR. GHOM: Same objection.

11 BY MR. TWOMBLEY:

12 Q The answer is yes; correct?

13 A Yes. Oh, God, help me. I think if --
14 I feel like -- I don't know if a murder case
15 would take this long.

16 Q Ma'am, the rules provide, as a general
17 proposition, that we get seven hours with a
18 witness.

19 A Hug? You get seven hours of what? You
20 get to work seven hours?

21 MR. TWOMBLEY: Let's take about a
22 five-minute break, let me go through my
23 notes. I think we're getting close to
24 being done.

25 THE VIDEOGRAPHER: It's now 3:34.



1 We're going off the video.

2 (Whereupon, a break was
3 taken from 3:34 P.M.
4 until 3:56 P.M.)

5 THE VIDEOGRAPHER: It's now 3:56.

6 We're going back on the video.

7 BY MR. TWOMBLEY:

8 Q You ready to continue.

9 A No.

10 Q No?

11 A I'm tired.

12 Q I am too. Okay. Just a couple of
13 hopefully quick follow-ups.

14 Presumably since you didn't know
15 that -- or hadn't heard about Jimmy going to the
16 Dominican Republic, you can't say one way or
17 another whether or not he actually went down
18 there; correct?

19 A No.

20 Q And you don't know if he did go down
21 there, for what purpose he went?

22 A I don't know.

23 Q You don't know how long he stayed down
24 there?

25 A No.



1 Q You don't know if he made a residence
2 down there?

3 A If he made what?

4 Q Residence.

5 A No, I don't think.

6 Q Well, why do you --

7 A Why would he make residence?

8 Q Well, why do you say you don't think
9 so? I thought you didn't know anything about
10 it.

11 A I don't know. I don't know why he
12 would go down there and live, why he'd
13 go look -- go there and look?

14 Q Why would he go down there, period?

15 A Well, he traveled all over the world.
16 I thought that was somewhere where he had a job
17 or something.

18 Q Okay. Okay. So you don't know if he
19 went down there, how long he stayed, or what his
20 purpose for going down there was --

21 A No.

22 Q -- correct?

23 A Yeah.

24 Q We talked about some of the questions
25 we had sent to you. And, I mean, I don't -- I



1 can't make heads nor tails of what that was.

2 Do you remember where -- when we asked
3 you to produce documents to us?

4 A Do I remember about documents?

5 Q Yeah. The point in time in this
6 lawsuit that we asked you to produce some
7 documents that we thought you had to us.

8 A No.

9 Q You don't know anything about that?

10 A No.

11 Q Have you ever searched for any document
12 related to the matters at issue in this dispute?

13 A No.

14 Q Have you ever searched --

15 A I didn't know I was going to have to
16 have any. I haven't had.

17 Q Have you ever searched for any e-mails
18 or text messages or communications with the kids
19 about any of the matters at issue in this suit?

20 A No.

21 Q No?

22 A No.

23 Q Okay. If the law requires you to do
24 that, do you have any problem with doing it?

25 A Doing what?



1 Q Searching for documents, searching for
2 communications that might have an impact on this
3 case?

4 A Yeah, I could.

5 Q Okay.

6 A I could search.

7 Q You mentioned earlier that -- what you
8 thought Jimmy wanted, but you also mentioned
9 what you thought Jimmy's parents wanted, I
10 guess, your kids?

11 A Yes.

12 Q And, I mean, when they met with their
13 lawyer, if that's what they wanted, I mean, why
14 didn't they put that in their Last Will and
15 Testament with their lawyer and say when I die,
16 I want my property to go to the grandkids?

17 MR. DAVID: Object to the form.

18 THE WITNESS: I don't -- I've
19 never imagined. They didn't know when
20 they were going to die.

21 BY MR. TWOMBLEY:

22 Q Well, nobody knows when they going to
23 die, ma'am. But I'm trying to figure out --

24 A I don't think they thought about stuff
25 like that.



1 Q You seem to have a view --

2 A Back then, I don't think they did.

3 Q You seem to have a view that you know
4 what all the dead people wanted, but that's not
5 what they put down in their documents.

6 So how do you know this?

7 MR. GHOM: Object to the form.

8 THE WITNESS: What? What are you
9 talking about? You're talking about
10 his parents?

11 BY MR. TWOMBLEY:

12 Q Yeah. If they wanted the grandkids to
13 get the property, they could have easily given
14 it to them.

15 Why didn't they do it?

16 MR. GHOM: Object to form.

17 THE WITNESS: Because they knew
18 that Jimmy would do it.

19 BY MR. TWOMBLEY:

20 Q Well, they didn't know Jimmy --
21 Jimmy --

22 A They knew that --

23 MR. GHOM: Object to the form.

24 BY MR. TWOMBLEY:

25 Q Jimmy didn't do it.



1 A They knew Jimmy would do it. They
2 didn't know anything about Paula. They were
3 dead. They were gone.

4 Q Well, ma'am, like life changes. People
5 get remarried, all kind of things happen in this
6 world. People join churches and become
7 Jehovah's Witnesses. I mean, nobody knows
8 what's going to happen tomorrow.

9 A Jehovah --

10 Q If you want somebody to receive
11 something, you put it down in your Last Will and
12 Testament. I'm trying to figure out why of
13 everybody, you seem to be the one that knows
14 what all the dead people want. But none of them
15 are here to tell us.

16 MR. GHOM: Object to the form.

17 THE WITNESS: What do you want me
18 to say?

19 BY MR. TWOMBLEY:

20 Q That you don't know what any of these
21 people wanted.

22 A No.

23 Q That they met with lawyers, that they
24 put down what they wanted --

25 A I don't think they talked about that



1 stuff then.

2 Q -- in an established way consistent
3 with the law. And what people come back years
4 later and testify that a dead person wanted is
5 malarky. Malarky.

6 MR. GHOM: Object to the form.

7 THE WITNESS: What are you talking
8 about? I don't know what kind of
9 people you know.

10 BY MR. TWOMBLEY:

11 Q The kind of people I know follow the
12 law. If they want somebody to have something,
13 they put down on paper and give it to them.
14 That's the kind of people I hang out with and
15 know.

16 A They didn't know back then. They
17 didn't know they would die. They had no idea.

18 Q You know what everybody knows and
19 didn't know. Let's go ahead with this.

20 A They didn't know they would die at that
21 age --

22 Q I want --

23 A -- they were 52 and 59.

24 Q I want for you to please point to where
25 Danny is sitting in this room right now relative



1 to where you are sitting?

2 A Sitting over there.

3 Q Okay. And I can't remember your name.

4 What's your other son's name?

5 A Nicky.

6 Q Nicky. Gosh. Sorry, Nicky.

7 Where is Nicky sitting?

8 A In the green shirt.

9 Q Okay.

10 A Why are you asking me that? You don't

11 think I know where my kids are?

12 Q Because you've been looking over there

13 all day long on this video.

14 A Well, I'm just looking at them. I

15 mean, that's who I look at. I look at my kids.

16 Q You know the difference between probate

17 assets and non-probate assets?

18 A No, I don't know.

19 Q You know anything about what's

20 somebody's probate estate is versus what their

21 non-probate estate is?

22 A No.

23 Q Do you know if Jimmy knew anything

24 about that?

25 A Jimmy?



1 Q Um-hmm.

2 A I'm sure he did.

3 Q Well, do you know whether or not he
4 knew anything? Did you ever talk to him about
5 it and have a discussion about it where he
6 explained the difference?

7 A What?

8 Q Do you ever talk to Jimmy about the --

9 A About --

10 Q -- the difference between probate and
11 non-probate assets?

12 A No.

13 Q Okay. And even as we sit here today,
14 you don't know what the difference between those
15 are, right?

16 A I don't know.

17 Q And if I told you I'm going to leave
18 you my probate estate or non-probate estate, you
19 wouldn't know what the difference between those
20 are, right?

21 A I wouldn't know what you're talking
22 about.

23 MR. TWOMBLEY: I'll talk about
24 this with the lawyers, but there's some
25 things I believe were supposed to be



1 done before we did this deposition that
2 weren't. I'll take that up with them.

3 But I'm going to pass you on to
4 somebody else for the time being to see
5 if they've got any questions for you.

6 Okay?

7 I know this has been not fun, and
8 I'm sorry you had to do it. But I'm
9 doing my job and I'm going to keep
10 doing it. But I appreciate your time.

11 MR. GHOM: Ashley, I'm just going
12 to have a few follow up. Maybe we
13 could switch places or...

14 MR. TWOMBLEY: Sure.

15 MR. DAVID: You want to switch
16 places with me?

17 MR. GHOM: I think it may be
18 easier if we're closer to her.

19 MR. DAVID: Okay.

20 THE VIDEOGRAPHER: Off the video
21 at 4:07.

22 (Whereupon, a break was
23 taken from 4:07 P.M.
24 until 4:10 P.M.)

25 THE VIDEOGRAPHER: 4:10. We're



1 going back on the video.

2 CROSS-EXAMINATION

3 BY MR. BLANCHARD:

4 Q Ms. Ogletree, good afternoon. I know
5 it's been a long day for you.

6 A It has.

7 Q I'm Frank Blanchard, I represent your
8 four sons in this case that's in circuit court
9 now. I'm not going whole lot of questions but I
10 did want to ask just a few.

11 Mr. Twombly had asked you earlier
12 today about Plaintiff's Exhibit Number 1. If
13 you could take a look at that document, and I
14 just wanted to ask if you could turn to the --
15 looks like the fifth page.

16 And is that your signature on the
17 bottom right -- no, ma'am. I'll show you the
18 fifth page. It looks like this. It's probably
19 two pages back.

20 A That right there?

21 Q Yeah. Is that your signature?

22 A Yes.

23 Q And is that James Strobel's signature
24 above it?

25 MR. TWOMBLEY: Object to the form.



1 THE WITNESS: It looks, I think,
2 from what I remember, it looks like
3 his.

4 BY MR. BLANCHARD:

5 Q Okay. Are you familiar with his
6 signature?

7 A I think so.

8 Q Do you know who the witnesses are on
9 the left side? It looks a Ms. Miller, Mary Ruth
10 Miller? Do you recognize that name?

11 A No. I don't know who that was.

12 Q Okay. Now, this document is dated
13 March 4th, 1977.

14 And at that time, you and James Strobel
15 would have been married; correct?

16 A March 4th, when?

17 Q March 4th, 1977, you and James were
18 married at --

19 A Yeah, yeah. We were separated then.
20 It says separation agreement.

21 Q Okay. And so Mr. Twombly asked you a
22 bunch of questions about this and he referred to
23 it at times as the divorce agreement or part of
24 the divorce --

25 A Yes. It says separation. Yeah.



1 Q Right. And when I read through this
2 document, I actually don't see the term divorce
3 used in the document or a divorce actually
4 discussed in this document.

5 A Um-hmm.

6 Q Are you aware of that?

7 MR. TWOMBLEY: Object to the form.

8 BY MR. BLANCHARD:

9 Q You can answer.

10 A What?

11 Q He just objected to the form of the
12 question.

13 To your knowledge, does this document
14 use the term divorce or refer to a divorce?

15 MR. TWOMBLEY: Object to the form.

16 THE WITNESS: This is -- this is
17 not a divorce, this is a separation.

18 BY MR. BLANCHARD:

19 Q Gotcha. So let me ask you about the
20 next page. And this is still part of Exhibit
21 Number 1. You'll see a document that says
22 addendum to separation agreement.

23 And is that your signature on the right
24 side of that page?

25 A Yes.



1 Q And is that James Strobel's signature
2 above that?

3 A Yes.

4 MR. TWOMBLEY: Object to the form.

5 BY MR. BLANCHARD:

6 Q This document is also dated March 4th,
7 1977.

8 So at that time, you and James would
9 have been married --

10 A Yes.

11 Q -- correct, but separated?

12 A Yeah. I guess. I don't know. I'm not
13 sure.

14 Q Okay. All right.

15 A Okay.

16 Q On this page, the witnesses, it appears
17 it's the same two individuals, Mary Ruth Miller.

18 A Um-hmm.

19 Q And, again, you don't recall who that
20 was?

21 A No.

22 Q And can you --

23 A I don't know who that is.

24 Q Can you read who the other signatures
25 are?



1 A Can I what?

2 Q Can you determine what the other
3 signatures are, the other witnesses?

4 A It says Mary Ruth Miller. I don't know
5 what this says. Mary Ruth Miller, and, again, I
6 don't know what that is. Maybe that's Jimmy
7 Messervy. It looks like a J there.

8 Q And he was the attorney you mentioned
9 earlier?

10 A Yeah. Maybe that's who that is.

11 Q I'm sorry. You speak a little --

12 A If that's who that is.

13 Q Okay. And Mr. Messervy was the
14 attorney that you and James went to initially;
15 is that correct?

16 A Who?

17 Q Mr. Messervy, is he the attorney that
18 you and James went to initially about the
19 separation?

20 A Messervy?

21 Q Yes.

22 MR. TWOMBLEY: Object to the form.

23 THE WITNESS: Yeah.

24 BY MR. BLANCHARD:

25 Q All right. I'm going to show you



1 what's been marked as Exhibit Number 5. If you
2 will take a look at this document.

3 (Whereupon, Exhibit
4 Number 5 was marked for
5 identification.)

6 BY MR. BLANCHARD:

7 Q And this document has at the top,
8 amendment to separation agreement.

9 A Okay.

10 Q And at the bottom, there are some
11 signatures I wanted to ask you.

12 At the very bottom, is that your
13 signature?

14 A Yes.

15 Q And above that, is that James Strobel's
16 signature?

17 A Um-hmm.

18 Q You have to say yes or no.

19 A Yes, I think so. Yeah. I'm pretty
20 sure is it.

21 Q Okay. And near the bottom of that
22 document on that same page, you'll see some
23 language. And I'll just read it.

24 And it says, "In all other respects,
25 this separation agreement heretofore entered



1 into by the parties on the 4th day of March 1977
2 is confirmed. Witness our hands and seals this
3 17th day of July, 1978."

4 So this document would have been dated
5 July 17, 1978?

6 A Um-hmm.

7 MR. TWOMBLEY: Object to the form.

8 BY MR. BLANCHARD:

9 Q And this -- this provision says that
10 the separation agreement is confirmed.

11 Do you see that?

12 A It says separation agreement heretofore
13 entered into my -- is this what you're saying?

14 Q Yes.

15 A On the 4th day, confirmed.

16 Q Okay.

17 A I guess so.

18 Q So in discovery in this case, the
19 lawyers for the parties have exchanged requests
20 for documents. And so far, no party has
21 produced a copy of an actual divorce decree.

22 A Um-hmm.

23 Q An order granting a divorce.

24 Do you know whether an actual divorce
25 decree or order granting a divorce was ever



1 entered --

2 MR. TWOMBLEY: Object to the form.

3 BY MR. BLANCHARD:

4 Q -- between and you James Strobel?

5 A I don't know.

6 Q Okay. Do you have a copy of such an
7 order or divorce degree?

8 A I don't know. I'll have to look.

9 Q Okay.

10 A I have a file cabinet that's been there
11 for ages. But then I have -- well, I have
12 another file cabinet, which is my will. I don't
13 know if his -- I don't know if anything of his
14 is in there. But I have a file cabinet I can
15 look into.

16 Q So you're going to search those
17 records?

18 A I can search.

19 Q Okay. As we sit here today, do you
20 know whether you have a copy of an actual order
21 or divorce decree granting a divorce between you
22 and James Strobel?

23 A No. I don't know.

24 Q Did you ever go to the Dominican
25 Republic to obtain a divorce from Mr. Strobel?



1 A No. I couldn't afford to go there
2 anyway.

3 MR. TWOMBLEY: I can't hear.

4 MADAM COURT REPORTER: We can't --

5 THE WITNESS: I couldn't afford to
6 go there anyway.

7 BY MR. BLANCHARD:

8 Q And to your knowledge, did Mr. Strobel,
9 James Strobel, ever move to the Dominican
10 Republic and start living there as a resident of
11 the --

12 A No.

13 Q -- Dominican Republic?

14 A That I know of, no. I don't know. But
15 I don't know. I don't know. I don't remember.
16 I wouldn't -- I don't know. I don't think he'd
17 go to the Dominican Republic and stay there.

18 Q Did Mr. --

19 A I don't know.

20 Q Did James Strobel ever tell you, I went
21 and moved and I am now a resident of the
22 Dominican Republic?

23 A No.

24 MR. TWOMBLEY: Object to the form.

25 BY MR. BLANCHARD:



1 Q Did Paula Strobel ever tell you that
2 James Strobel had moved to the Dominican
3 Republic?

4 A No.

5 Q Did anyone ever tell you that James
6 Strobel had moved to the Dominican Republic and
7 that was now his residence?

8 MR. TWOMBLEY: Object to the form.

9 THE WITNESS: No.

10 BY MR. BLANCHARD:

11 Q Mr. Twombley asked you some questions
12 about things that you received after Ollie
13 Ogletree passed away.

14 And I think you mentioned you received
15 a house that you were living in with
16 Mr. Ogletree; correct?

17 A It was ours.

18 Q Okay. Do you recall whether you
19 received that house through what is called right
20 of survivorship where the house became yours
21 automatically when he died?

22 A Yes.

23 MR. TWOMBLEY: Object to form.

24 BY MR. BLANCHARD:

25 Q You did not receive that house through



1 his estate?

2 MR. TWOMBLEY: Object to the form.

3 THE WITNESS: What's he saying?

4 BY MR. BLANCHARD:

5 Q He's objecting to the form of the
6 question.

7 So I'm asking you, to your
8 recollection, the house that you and
9 Mr. Ogletree were living in, that did not go
10 through or was not distributed through Ollie's
11 estate with the probate court?

12 MR. TWOMBLEY: Object to form.

13 THE WITNESS: I don't -- I don't
14 remember anything like that.

15 BY MR. BLANCHARD:

16 Q Okay. Well, we've obtained a copy of
17 the estate file for Ollie's estate.

18 A Uh-huh.

19 Q And I only have two copies of this so
20 I'll make one Exhibit Number 6. I guess give
21 that to Ashley.

22 A Sold it to a lawyer. And he wouldn't
23 let me come back to get the rest of my stuff.

24 Q Hold on one second. She's trying to
25 put a sticker on this.



1 A I'm sorry. I keep forgetting.

2 (Whereupon, Exhibit

3 Number 6 was marked for

4 identification.)

5 BY MR. BLANCHARD:

6 Q Okay. I'm going to hand you what's

7 been marked as Exhibit Number 6, and these are

8 copies of records that we obtained from

9 Charleston County Probate Court involving Ollie

10 Ogletree's estate.

11 A All right.

12 Q And I'll give you some time to go

13 through the documents if you want to. But I'll

14 represent to you that there are no documents in

15 that file showing that there is a deed of

16 distribution or any deed of the house that you

17 and Ollie were living in to any person,

18 including yourself.

19 So as I'm sitting here and asking

20 questions, do you have any recollection that the

21 house went through Ollie Ogletree's estate with

22 the probate court?

23 MR. TWOMBLEY: Object to the form.

24 THE WITNESS: I don't know.

25 BY MR. BLANCHARD:



1 Q The retirement account that you
2 mentioned that you were getting some monthly
3 retirement account payments, do you know whether
4 you received those account funds because Ollie
5 had designated you as the beneficiary of the
6 account?

7 A Yeah.

8 MR. TWOMBLEY: Object to the form.

9 BY MR. BLANCHARD:

10 Q Did any of your sons, Danny, Jamie,
11 Nick, or Tony receive any property or any assets
12 from Ollie's estate?

13 A No.

14 MR. BLANCHARD: I think that's all
15 the questions I have. I really
16 appreciate your time.

17 MR. TWOMBLEY: I've got a couple
18 more.

19 THE VIDEOGRAPHER: 4:21. We're
20 going off the video.

21 (Whereupon, a break was
22 taken from 4:21 P.M.
23 until 4:23 P.M.)

24 THE VIDEOGRAPHER: 4:23. We're
25 going back on the video.



1 REDIRECT EXAMINATION

2 BY MR. TWOMBLEY:

3 Q When did you get divorced from Jimmy?

4 A When did I get divorced?

5 Q Yes. When did you get divorced from

6 Jimmy Strobel?

7 A I guess it was 1977.

8 Q Well, that's what I thought. You --

9 A I guess.

10 Q You --

11 A But that's a separate agreement there.

12 I don't know. That's what it says. That

13 doesn't say divorce decree.

14 Q Is that what it takes to have a

15 divorce, a decree?

16 A I mean, it doesn't say.

17 Q Well, which is it, ma'am? I mean, you

18 got remarried to another man, right?

19 A Yeah.

20 Q Well, where is the divorce decree?

21 A I don't know.

22 Q Why would you get remarried to another

23 man if you weren't divorced from the first one?

24 A I must have the papers at home, I

25 guess.



1 Q Well, you see, I asked you to bring
2 those papers.

3 A You did?

4 Q I've been trying to get them for weeks.
5 We still ain't got them. I want you to go --

6 (Crosstalk.)

7 BY MR. TWOMBLEY:

8 Q -- home and search --

9 A I never talked to you.

10 Q -- for those papers.

11 I don't -- irrespective of what these
12 papers say, you've testified 13 times in
13 response to my questions that you believe that
14 this document divorced you and Jimmy on March
15 the 4th of 1977.

16 A Well, I didn't know, it said --

17 MR. DAVID: Object to the form.

18 MR. GHOM: Object to form.

19 THE WITNESS: -- separation
20 agreement up there.

21 BY MR. TWOMBLEY:

22 Q Well, it says is lot of things. But
23 I'd say you thought that was when you got
24 divorced.

25 MR. GHOM: Object to the form.



1 THE WITNESS: Well, yeah. I think
2 it was.

3 BY MR. TWOMBLEY:

4 Q Okay. I mean, there is no --

5 A I think it was. I'm pretty sure.

6 Q Yeah. I mean, you wouldn't have
7 married another person on purpose if you didn't
8 think you were divorced from the first one,
9 would you? You're not one of those types of
10 people, are you?

11 A No.

12 Q We could agree on that?

13 A No, I'm not that kind of person. I
14 would be divorced.

15 Q You testified that you were familiar or
16 that you thought this was Jimmy's signature on
17 these documents?

18 A I think so.

19 Q Okay.

20 A From what I can remember about his
21 signature.

22 Q Okay.

23 A From what I remember about his writing.

24 Q Well, that's what I'm trying to find
25 out, is why you say that, why -- but Jimmy's



1 been dead, what now, for four years, right?

2 A That I can remember that.

3 Q Okay --

4 A I can remember his signatures. I can
5 remember --

6 Q Jim --

7 A I guess because of all the -- you know,
8 went to college and I'd seen his signatures from
9 other papers.

10 Q Well, what papers?

11 A Checkbook.

12 Q You got his checkbook?

13 A We had checkbooks. We --

14 Q You're talking about from 1977?

15 A Yeah.

16 Q You can remember checkbooks from 19 --

17 A We had a checkbook. We didn't have
18 debit cards and, you know, credit cards and all
19 that. I remember his signature from checkbook
20 or whatever he signed or his writing. We went
21 to school. I went to Clemson with him. I went
22 to -- I was home with him when he went to
23 Baptist College.

24 Q Isn't it true y'all have not lived in
25 the same house with each other since, like,



1 1975, right?

2 A What?

3 Q Y'all have not lived together since
4 1975?

5 A Well, '74.

6 Q '74?

7 A I don't know. '74 or '75.

8 Q What check have you seen him write
9 since 1974?

10 A I haven't seen him write a check since
11 then.

12 Q But you want this jury to believe that
13 you can remember what the man's signature looked
14 like in 1974?

15 A Yes. I can remember. I can remember
16 very well what his handwriting looked like.
17 That's one of the things I can remember, anyway.

18 Q Now, you said that you could not afford
19 to go to the Dominican Republic.

20 Do you have any idea what it costs to
21 go to the Dominican Republic in 1977?

22 A Do I know what?

23 Q Have any idea what it cost -- would
24 cost to get on an airplane and fly to the
25 Dominican Republic in 1977?



1 A No, I have no idea.

2 Q Well, how do you know you couldn't
3 afford it?

4 A Well, I'm sure I couldn't. I had four
5 kids and, you know, there's not --

6 Q Well, what about whenever Jimmy took on
7 the kids and gave you \$38,000, could you do it
8 then?

9 A You think I sold the house -- he sold
10 the house to me and then I went to the Dominican
11 Republic or something?

12 Q No. I'm just trying to ask you, you've
13 said that you cannot have afforded, back then,
14 to go to the Dominican Republic and --

15 A I couldn't afford --

16 Q -- I'm trying to --

17 A -- to go anywhere, any --

18 Q Well, you don't know how much it --
19 (Crosstalk.)

20 THE WITNESS: -- I wouldn't have
21 taken a flight to go somewhere.

22 BY MR. TWOMBLEY:

23 Q You don't know how much it would cost;
24 correct?

25 A That's why I didn't go on a flight.



1 Q You don't know how much it would cost;
2 correct?

3 A That's why I --

4 Q And Jimmy gave you \$38,000 for that
5 house, right?

6 MR. GHOM: Object to the form.

7 THE WITNESS: Yes, but --

8 BY MR. TWOMBLEY:

9 Q Okay.

10 A -- I wouldn't go squander it all it
11 getting on an airplane. I'm very frugal.

12 Q Um-hmm.

13 A If I wasn't, I wouldn't be where I am.

14 Q Very frugal?

15 A Hmm?

16 Q Very frugal?

17 A Yes, I'm very frugal.

18 Q At one point when Mr. Blanchard was
19 asking you some questions --

20 A Blanchard? Who's that?

21 Q Frank. The good-looking one down there
22 at the end.

23 A Sorry, I forgot your last name.

24 Q He said, did Jimmy ever tell you this?

25 Did Paula ever tell you this? Did the kids ever



1 tell you this?

2 Do you have any evidence of any kind
3 other than like what people have allegedly told
4 you on those issues that he asked you about?
5 Anything else other than what somebody allegedly
6 told you?

7 A About --

8 MR. GHOM: Object to the form.

9 THE WITNESS: About what? Is
10 there anything anybody told me about
11 what?

12 BY MR. TWOMBLEY:

13 Q We can move on.

14 Mr. Blanchard asked you if some things
15 had, quote, gone through the estate, Ollie's
16 estate.

17 Do you remember that?

18 A If some things had gone through his
19 estate?

20 Q Right. The house and the retirement
21 account and -- and he said those things didn't
22 go through the estate. And you said, yeah,
23 that's right, it didn't go through the estate.

24 A I don't know. I don't remember any of
25 that stuff.



1 Q Well, I mean, what does that even mean
2 to you, go through the estate? Do you even know
3 what that means?

4 A Well, the estate is what we owned.

5 Q That's what I think.

6 A Yeah. And what about it?

7 Q Well --

8 A I mean, what's this got to do with my
9 husband, Ollie?

10 Q Well, Mr. Blanchard asked you about it,
11 don't you think he's got a good reason to? He's
12 your kids' lawyers.

13 MR. GHOM: Object to the form.

14 BY MR. TWOMBLEY:

15 Q Why are you so critical when I ask
16 about --

17 (Crosstalk.)

18 BY MR. TWOMBLEY:

19 Q -- but he asks you about something and
20 you just give him all the answers?

21 A I already forgot what he asked.

22 Q I was looking through this file from
23 Ollie's estate.

24 And you were the personal
25 representative of his estate, were you not?



1 A I was the what?

2 Q The personal representative, the one in
3 charge of it.

4 A Yeah. I don't know what I did.

5 Q I'm sorry, I wrote on that. That's my
6 line. I'll take responsibility for it.

7 MR. DAVID: Is it blue or black?

8 MR. TWOMBLEY: It's blackish-blue.

9 THE WITNESS: How much longer am I
10 going to be here? I'm tired.

11 BY MR. TWOMBLEY:

12 Q Why don't you ask Mr. Blanchard that.

13 A I'm 83 years old. I'm not your age.

14 Q There's some --

15 A I've got arthritis.

16 Q I want to ask you just in general, you
17 know, there are some letters and orders in your
18 second husband's probate estate where the court
19 is writing you and telling you that you have not
20 done some things that you were supposed to do.

21 Do you have any memory of that?

22 A Huh-uh.

23 Q Here's a letter --

24 A I probably didn't know what I was
25 supposed to if somebody didn't tell me.



1 Q Because you don't know anything about
2 this stuff, right?

3 A No. I just know he died and I got the
4 house and the property.

5 Q But you do know what all the deceased
6 people wanted, really?

7 MR. GHOM: Object to the form.

8 THE WITNESS: What was that?

9 BY MR. TWOMBLEY:

10 Q That was an inside joke.

11 A I thought so.

12 Q Did you ever file what they call --
13 see, the court's writing you right here on
14 February the 21st and saying, ma'am, you've got
15 to file an inventory and appraisalment. And then
16 you didn't do it. And they wrote you again,
17 said you got 20 days to do it or you're going to
18 get in trouble. You still didn't do it.

19 A I don't remember anything like that.

20 MR. GHOM: Object to the form.

21 BY MR. TWOMBLEY:

22 Q You don't remember anything about that?
23 That was in --

24 A I don't remember getting anything in
25 the mail.



1 Q That was only in 2014, but you remember
2 those signatures from 1977?

3 MR. GHOM: Object to the form.

4 THE WITNESS: 2014, what happened?

5 BY MR. TWOMBLEY:

6 Q It's a letter from 2014.

7 A It --

8 Q Zoie Philipps Ogletree, an estate clerk
9 has been assigned to each file. I've been
10 assigned to yours. A review of your file
11 indicates the following documents must be filed,
12 inventory and appraisalment. The court has --

13 A Well, what do I do about it now?

14 Q The court has previously written to you
15 and your attorney, you have exactly 20 days from
16 the date of this letter to comply.

17 A Well, what happened? I'm not in jail.
18 I don't remember anything like that. I don't
19 remember any letter coming to me telling me
20 about anything like that. I don't -- because if
21 I had something I had to do, I would have done
22 it.

23 Q Well, apparently you didn't.

24 A I don't --

25 Q And then...



1 A So what? So what if I didn't do --

2 Q How do you know what went through the
3 estate and what didn't? Mr. Blanchard said,
4 have you seen anything in here that would lead
5 you to believe -- I mean, it looks like you
6 didn't file all the important things you were
7 supposed to.

8 So I'm just saying, that's not a fair
9 representation that you hadn't seen anything in
10 here. Tamara Curry threw the whole estate out
11 based on a rule to show cause because you didn't
12 do what you were supposed to do.

13 A Well, what are you going do about it
14 now? Put me in jail?

15 Q I only put -- try to put insurance
16 companies in jail.

17 All right. The last thing -- this
18 isn't a question and they'll object to it, and
19 that's fine. But we've already asked you some
20 questions and asked for some documents and
21 stuff. And we need -- we need those.

22 A Well, if I don't have them, what's
23 going to happen? If I don't have them, if I
24 can't find them. I mean, it's been a long time
25 ago. I've moved.



1 Q Ma'am, let me --
2 A Moved, moved, and moved.
3 Q People say they don't have stuff all
4 the time.
5 A Hmm?
6 Q It happens every day. We seem --
7 A What?
8 Q We seem to be able to track it down
9 from other sources. So you do what you think
10 you need to do with your attorney --
11 A Yeah. And you can track it --
12 Q -- and we'll cross that bridge --
13 A Well, if you can track it --
14 Q -- when we get there.
15 A -- down, you track it down.
16 Q I had somebody burn some stuff one time
17 in a fireplace.
18 A What? You had somebody what?
19 Q Burn some stuff.
20 A Burned?
21 Q Burned.
22 A Like burned something.
23 MR. TWOMBLEY: That's all I've got
24 based on -- subject to my other
25 comments.



1 MR. GHOM: No further questions.

2 MR. DAVID: No questions.

3 THE VIDEOGRAPHER: It's now 4:39.

4 We're going off the video.

5 MADAM COURT REPORTER: Would you

6 like a copy?

7 MR. DAVID: I'll let you know.

8 MR. GHOM: E-tran.

9 MADAM COURT REPORTER: The
10 original.

11 MR. TWOMBLEY: Yes.

12 (WAIVED SIGNATURE.)

13 (Whereupon, the videotaped

14 deposition of

15 Zoie Ogletree was concluded at

16 approximately 4:39 P.M.)

17

18

19

20

21

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23

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25



C E R T I F I C A T E

STATE OF SOUTH CAROLINA:

BEAUFORT COUNTY:

I, Naomi McCracken, Court Reporter and Notary Public in and for the above county and state, do hereby certify that the foregoing testimony was taken before me at the time and place herein-before set forth; that the witness was by me first duly sworn to testify to the truth, the whole truth, and nothing but the truth, that thereupon the foregoing testimony was later reduced by computer transcription; and I certify that this is a true and correct transcript of my stenographic notes so taken.

I further certify that I am not of counsel to either party, nor interested in the event of this cause.

Naomi McCracken

Naomi McCracken

Court Reporter

Notary Public

Beaufort, South Carolina

EXHIBIT A
JAMES L. STROBEL vs PAULA M. STROBEL
2024-CP-10-04752 - ZOIE OGLETREE

238Index: \$1,300–7:00

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September 8, 2023

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Re: In re: Estate of James L. Strobel
Case No. 2022-ES-10-00235

Dear Counsel:

Please find enclosed a copy of the Amended Summons and Amended Petition in the above-referenced matter. We are also enclosing a Certificate of Service.

With best regards, I am

Sincerely,

ROSEN HAGOOD, LLC



Reviewed and Approved for Electronic Transmission

Daniel F. Blanchard, III

Encls.

DFB/tba

EXHIBIT B

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September 8, 2023.

Charleston, South Carolina.

STATE OF SOUTH CAROLINA	)	IN THE PROBATE COURT
COUNTY OF CHARLESTON	)	CASE NO. 2022-ES-10-00235

IN RE: ESTATE OF	)	
JAMES L. STROBEL, Deceased,	)	

DANIEL LLOYD STROBEL;	)	AMENDED PETITION
JAMES ANDREW STROBEL; JOHN	)	
ANTHONY STROBEL; and	)	
PETER NICHOLAS STROBEL,	)	
Petitioners,	)	

vs.	)	

PAULA M. STROBEL, as Personal	)	
Representative of the Estate of James L.	)	
Strobel and individually; DOROTHY	)	
ELIZABETH STROBEL BELL, as an	)	
interested person; and ZOIE P.	)	
OGLETREE, as an interested person,	)	
Respondents.	)	

Petitioners Daniel Lloyd Strobel, James Andrew Strobel, John Anthony Strobel, and Peter Nicholas Strobel respectfully allege and would show unto this Honorable Court as follows:

1. James Lloyd Strobel (hereinafter “Decedent” or “James L.”) died on January 3, 2022 at the age of 81 years old. At the time of Decedent’s death, he was a citizen and resident of the County of Charleston, State of South Carolina, and was domiciled at 419 West Ashley Avenue, Folly Beach, South Carolina 29439. His estate is currently being probated by this Probate Court as Case No. 2022-ES-10-00235.

2. Petitioner Daniel Lloyd Strobel (hereinafter “Danny” or “Petitioner”) is a citizen and resident of Buncombe County, North Carolina, and is the adult son of the Decedent. Danny was born on December 9, 1963.

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3. Petitioner James Andrew Strobel (hereinafter “Jamie” or “Petitioner”) is a citizen and resident of Dorchester County, South Carolina, and is the adult son of the Decedent. Jamie was born on December 28, 1965.

4. Petitioner John Anthony Strobel (hereinafter “Tony” or “Petitioner”) is a citizen and resident of Dorchester County, South Carolina and is the adult son of the Decedent. Tony was born on February 10, 1969.

5. Petitioner Peter Nicholas Strobel (hereinafter “Nicky” or “Petitioner”) is a citizen and resident of Dorchester County, South Carolina and is the adult son of the Decedent. Nicky was born on February 10, 1969. Tony and Nicky are twin brothers.

6. Petitioners Daniel Lloyd Strobel, James Andrew Strobel, John Anthony Strobel, and Peter Nicholas Strobel are collectively referred to herein as “Petitioners.” Petitioners are individuals who claim an interest in the estate of the Decedent by virtue of the allegations herein described.

7. Respondent Zoie P. Ogletree (hereinafter “Zoie” or “Respondent Zoie”) is an adult citizen and resident of Dorchester County, South Carolina.

8. Decedent and Zoie were married on or about June 5, 1960. During Decedent’s marriage to Zoie, they had four sons together, the Petitioners. Zoie is the Petitioners’ mother.

9. Respondent Paula M. Strobel (hereinafter “Paula” or “Respondent Paula”) is an adult citizen and resident of Charleston County, South Carolina.

10. Upon information and belief, at some point prior to March 4, 1977, Decedent began an extramarital affair with Respondent Paula. Decedent and Zoie separated and contemplated divorcing one another and ending their marriage.

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11. On or about March 4, 1997, Decedent and Zoie both resided and were domiciled in Dorchester County, South Carolina. While married but in contemplation of or following physical separation, Decedent and Zoie executed and entered a valid and enforceable written Separation Agreement on March 4, 1977 (hereinafter “Separation Agreement”) that was filed in the Office of the Clerk of Court for Dorchester County, South Carolina. A true and correct copy of the Separation Agreement is attached hereto as “**Exhibit A**” and incorporated herein by reference.

12. In the Separation Agreement, which Decedent and Zoie both executed and agreed to while they were domiciled in South Carolina, Decedent agreed to make provisions in his Last Will and Testament for the benefit of Petitioners and thereby contracted to make an irrevocable will in favor of the Petitioners to leave a portion of his estate to Petitioners in equal shares. Specifically, the Fifth Section of the Separation Agreement states as follows:

FIFTH: It is agreed by the parties that the Husband will keep at least Twenty-Five Thousand (\$25,000.00) Dollars or Fifty (50%) Per Cent of his estate, whichever is greater, of his estate – for the benefit of his four (4) children – of his personalty and realty free of all liens and Husband further agrees to execute an Irrevocable Will to that effect. Said amount of his estate to be equally divided among his children at his death, namely: Daniel Lloyd Strobel, James Andrew Strobel, Peter Nicholas Strobel and John Anthony Strobel, per stirpes.

13. Section Eleven of the Separation Agreement further states as follows:

ELEVENTH: It is agreed by the parties hereto that this Separation Agreement shall be binding upon them individually and upon their Administrators, Executors or Trustees in the event of either party’s demise. It is expressly understood that each party’s estate is subject to the terms of this Separation Agreement.

14. These provisions of the Separation Agreement were intended to directly benefit Petitioners, who were and are the children of Decedent and Zoie.

15. Upon information and belief, within days after executing the Separation Agreement on March 4, 1977, and without Zoie’s knowledge, Decedent then traveled to the Dominican Republic for the sole purpose of obtaining a divorce from Zoie. Zoie did not travel to the

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Dominican Republic and was unaware that Decedent had traveled to the Dominican Republic to obtain a divorce. Decedent attempted to bypass South Carolina law without Zoie's knowledge or consent. Decedent attempted, albeit unsuccessfully, to terminate his marriage to Zoie by seeking a divorce in proceedings commenced in the Dominican Republic.

16. At all times after Decedent's departure from South Carolina and until his return from the Dominican Republic, Decedent and Zoie both maintained their place of residence within the State of South Carolina and maintained their domicile in the State of South Carolina.

17. Upon information and belief, Decedent was present in the Dominican Republic for only a few days or weeks for the purpose of commencing divorce proceedings there.

18. Upon information and belief, Decedent and Zoie (a) were domiciled in South Carolina within twelve months prior to the commencement of proceedings for their divorce in the Dominican Republic and Decedent resumed his residence in this state less than eighteen months after his date of departure from this state and/or (b) at all times after Decedent's departure from South Carolina and until his return to this state both Decedent and Zoie maintained a place of residence in this state. Pursuant to S.C. CODE ANN. § 20-3-430 and predecessor enactments of this section, these facts constitute *prima facie* evidence that Decedent and Zoie were both domiciled in South Carolina when the divorce proceedings were commenced in the Dominican Republic.

19. Upon information and belief, although Decedent attempted to obtain a divorce of his marriage to Zoie in proceedings filed in the Dominican Republic on or about March 15, 1977, the attempted divorce was and is invalid and of no force or effect pursuant to S.C. CODE ANN. § 20-3-420 and predecessor enactments of this section. The marriage between Decedent and Zoie was therefore never terminated and remained valid and binding until Decedent's death on January 3, 2022.

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20. Following Decedent's attempted, but unsuccessful, divorce from Zoie, Decedent subsequently attempted to marry Paula on or about April 29, 1977, but the marriage was and is bigamous and therefore invalid pursuant to S.C. CODE ANN. § 20-1-80 and predecessor enactments of this section. Decedent and Paula were never validly married and/or such marriage is void as a matter of law.

21. During their relationship, Decedent and Paula had one child, Respondent Dorothy Elizabeth Strobel Bell (hereinafter "Dorothy" or "Respondent Dorothy"). Dorothy is a citizen and resident of Charleston County, South Carolina, and is the adult daughter of the Decedent and Paula.

22. Respondents Zoie and Dorothy are named as parties to this action solely because, upon information and belief, they are potential heirs and are interested persons with respect to Decedent's estate, and their interest may be adversely affected by this Action.

23. On or about July 17, 1978, Decedent and Zoie amended the Separation Agreement, a true and correct copy of which amendment is attached hereto as "**Exhibit B**" and incorporated herein by reference. The terms of the Amended Separation Agreement dated July 17, 1978, did not amend, modify, or otherwise alter the Fifth Section of the Separation Agreement above-referenced. The Amended Separation Agreement further states that "[i]n all other respects, the Separation Agreement heretofore entered into by the parties on the 4th day of March, 1977 is confirmed." Therefore, the Fifth Section regarding Decedent's contract to make a will in favor of Petitioners was confirmed and was still in effect and remained so up until the time of Decedent's death.

24. Decedent and Zoie did not thereafter revoke, rescind, modify, or amend the Separation Agreement.

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25. Upon information and belief, Zoie has performed all conditions required to be performed by her in accordance with the described Separation Agreement. The Decedent therefore had a duty and obligation to perform his obligations under the Separation Agreement.

26. The Separation Agreement and Decedent's contract to make a will for the benefit of Petitioners is in writing, was signed and agreed to by the Decedent, is supported by mutual, adequate, and valid consideration, and is sufficiently definite to be enforced. The contract to make an irrevocable will in favor of the Petitioners was executed as a result of an agreement between Decedent and Zoie, according to which each made enforceable promises to each other supported by valid consideration.

27. Upon information and belief, on March 24, 2003, while Decedent was still married to Zoie but was residing with Paula, Decedent executed his Last Will and Testament of James L. Strobel dated March 24, 2003 (the "Will"). A true and correct copy of Decedent's Will is attached hereto as "**Exhibit C**" and is incorporated herein by reference.

28. Under the terms and provisions of the Will, Decedent names Paula as the primary beneficiary of his entire estate. The Petitioners and Dorothy are only named as contingent remainder beneficiaries under the Will in the event that Paula predeceases Decedent, which did not in fact occur because Paula survived Decedent.

29. The terms and provisions of Decedent's Will conflict with, breach, and do not comply with Decedent's contractual obligations under the Fifth Section of the Separation Agreement. Specifically, the Will breaches Decedent's obligation to "keep at least Twenty-Five Thousand (\$25,000.00) Dollars or Fifty (50%) Per Cent of his estate, whichever is greater, of his estate – for the benefit of his four (4) children – of his personalty and realty free of all liens" and his agreement to "execute an Irrevocable Will to that effect." The Will breaches Decedent's

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contractual obligation under the Separation Agreement to leave at least Twenty-Five Thousand (\$25,000.00) Dollars or Fifty (50%) Per Cent of his estate, whichever is greater, to be equally divided among the Petitioners' (his children) at his death, per stirpes.

30. The terms and provisions of the Will are therefore in direct conflict with or contrary to the terms of the above-described Separation Agreement, which constitutes a binding and enforceable contract by Decedent to make an irrevocable will for the benefit of the Petitioners. Petitioners were intended and direct third-party beneficiaries of the Separation Agreement.

31. Because the Decedent's Will is in direct conflict with and breaches Decedent's contractual obligations under the Separation Agreement, pursuant to South Carolina law, the Decedent's Will and all the clauses contained therein are invalid, null, void, and of no force or effect whatsoever. Upon information and belief, Decedent died without leaving behind a valid will disposing of any part of his estate.

32. Decedent died on January 3, 2022. At the time of Decedent's death, Zoie was still married to the Decedent. Zoie is the surviving spouse of the Decedent.

33. Upon information and belief, on or about February 11, 2022, Respondent Paula was appointed by this Probate Court as the Personal Representative for the Estate of James L. Strobel.

34. Upon information and belief, Paula was appointed as Personal Representative based on allegations or statements in her Petition for Informal Appointment asserting that she was named as Personal Representative in Decedent's Will and that she is the wife or surviving spouse of the Decedent. Further upon information and belief, the assertions that Decedent had a valid Will naming Respondent Paula as Personal Representative and that Paula was validly married to the Decedent are false and inaccurate.

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35. Paula has been acting and serving as Personal Representative since her appointment on or about February 11, 2022.

36. Upon information and belief, during Decedent's lifetime, Paula was aware of the Separation Agreement and its provisions, including but not limited to the provisions requiring Decedent to make an irrevocable will for the benefit of the Petitioners. Paula was aware of the Separation Agreement for many years prior to Decedent's death.

37. On or about February 8, 2022, Paula, the appointed Personal Representative for the Estate of James L. Strobel, filed an Application for Informal Probate of Will and Appointment in this Court. Despite the Will's invalidity, the Application attaches or encloses Decedent's Last Will and Testament dated March 24, 2003, the terms of which purport to make Paula the sole Devisee of Decedent's entire estate. The Application seeks to have this Will admitted for probate in this Court when the Will is invalid, null, and void as a matter of law.

38. Despite the fact that Paula was aware of the Separation Agreement executed by Decedent and Zoie, the Application for Informal Probate of Will and Appointment that Paula filed in this Court on or about February 8, 2022, fails to mention, acknowledge, or recognize the existence of the Separation Agreement or Decedent's obligations thereunder. The Application further fails to mention, acknowledge, or recognize that Decedent's marriage to Zoie was never validly terminated or ended, that Decedent was married to Zoie at the time of his death, and that Decedent was never validly married to Paula.

39. Upon information and belief, Paula's Application appears to seek a determination or finding that she is the sole Devisee of Decedent's estate pursuant to the terms and provisions of Decedent's Last Will and Testament dated March 24, 2003, which is invalid, null, and void as a matter of law. Petitioners are informed that Paula claims the right to possession of Decedent's

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entire real and personal property included in his estate pending administration of the estate and she seeks the eventual distribution of the entirety of Decedent's estate to herself, to the exclusion of the Petitioners and the Decedent's intestate heirs. Upon information and belief, Paula's Application refuses to recognize any beneficial ownership or rights in and to the real or personal property of Decedent in Petitioners.

40. Paula, individually and in her role as Personal Representative, knowingly and intentionally concealed from and failed to disclose to Petitioners the existence of the Separation Agreement and its provisions, including but not limited to the provisions requiring Decedent to make an irrevocable will for the benefit of the Petitioners. Paula further knowingly and intentionally concealed from and failed to disclose to Petitioners the facts that Decedent's marriage to Zoie was never validly terminated or ended, that Decedent was married to Zoie at the time of his death, and that Decedent was never validly married to Paula.

41. Upon information and belief, Paula deliberately took actions to probate, administer, and distribute Decedent's estate while concealing and failing to disclose the Separation Agreement to the Court and to the Petitioners and while ignoring, avoiding, and evading Decedent's obligations under that agreement, including but not limited to the provisions requiring Decedent to make an irrevocable will for the benefit of the Petitioners, and while concealing and failing to disclose to the Court and to the Petitioners the facts that Decedent's marriage to Zoie was never validly terminated or ended, that Decedent was married to Zoie at the time of his death, and that Decedent was never validly married to Paula.

42. On or about June 8, 2022, Paula, as the appointed Personal Representative for the Estate of James L. Strobel, filed an Inventory and Appraisement with this Court. The Inventory discloses that Decedent owned or held "probate" assets at the time of his death valued at

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approximately \$4,489,000.00. The Inventory further discloses that Decedent also had other “nonprobate” assets which are not valued on the Inventory, including life insurance policies, banking or checking accounts, retirement account, farm equipment, and personal items.

43. Upon information and belief, on the date of Decedent’s death, Decedent owned and possessed various real property and personal property or interests therein, including but not limited to real estate situated in Dorchester and Charleston Counties, stock or shares in First National Bank Corporation, banking and/or checking accounts, brokerage accounts, retirement accounts, motor vehicles, farm equipment, and personal items.

44. Additionally, upon information and belief, at times subsequent to the Separation Agreement and during his lifetime, the Decedent also apparently deeded or transferred to Paula a one-half or 50% undivided interest in certain real properties that were wholly owned by Decedent, thereby dissipating the assets in his estate that were to be devised or given to the Petitioners according to the terms and provisions of the Separation Agreement and effectively defeating or thwarting Decedent’s obligations under the Separation Agreement. Paula gave no consideration to Decedent in exchange for these deeds or transfers of Decedent’s interests in the real estate to her. Further upon information and belief, these deeds or transfers were in violation of Decedent’s obligations under the Fifth Section of the Separation Agreement.

45. Upon information and belief, at times subsequent to the Separation Agreement and during his lifetime, the Decedent also created or opened bank accounts or joint bank accounts with Paula with the right of survivorship and deposited or transferred his funds or monies into these accounts, which upon his death were to pass to Paula, dissipated the assets in his estate that were to be devised or given to the Petitioners according to the terms and provisions of the Separation Agreement, and effectively defeated or thwarted Decedent’s obligations under the Separation

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Agreement. Paula gave no consideration to Decedent in exchange for Decedent making her the beneficiary of the bank accounts upon his death. Further upon information and belief, these joint accounts with right of survivorship were in violation of Decedent's obligations under the Fifth Section of the Separation Agreement.

46. Upon information and belief, at times subsequent to the Separation Agreement and during his lifetime, the Decedent also opened or funded a retirement account and purchased life insurance policies and named Paula as the sole beneficiary of said account or policies upon his death. Decedent used his funds or monies to purchase or fund the retirement account and insurance policies, which upon his death were to pass to Paula, dissipated the assets in his estate that were to be devised or given to the Petitioners according to the terms and provisions of the Separation Agreement, and effectively defeated or thwarted Decedent's obligations under the Separation Agreement. Paula gave no consideration to Decedent in exchange for Decedent making her the beneficiary of the retirement account or life insurance policies. Further upon information and belief, these beneficiary designations were in violation of Decedent's obligations under the Fifth Section of the Separation Agreement.

47. Upon information and belief, Decedent and Paula engaged and participated in these transactions during Decedent's lifetime involving Decedent's real property, personal property, accounts, life insurance policies, banking or checking accounts, retirement account, farm equipment, and assets while being fully aware of Decedent's legal or contractual obligations under the Separation Agreement and with the intent and purpose of evading, avoiding, or circumventing those obligations.

48. The admission of the invalid Will to probate would be a breach of the contractual obligation existing between Decedent and Zoie, as set forth in the Fifth Section of the Separation

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Agreement. The invalid Will that Respondent Paula seeks to probate differs significantly from the covenant contained in the Separation Agreement between Decedent and Zoie, in that it would leave Decedent's entire estate to Respondent Paula, would completely cut out or omit Petitioners, and would not leave at least Twenty-Five Thousand (\$25,000.00) Dollars or Fifty (50%) Per Cent of Decedent's estate, whichever is greater, for the benefit of the Petitioners. The admission of the Will to probate would also be improper because the Will is invalid, null, and void for the reasons set forth herein.

49. Because Decedent's Last Will and Testament dated March 24, 2003, should be held and declared to be a nullity, void, inoperative, illegal, and ineffective, the Decedent's estate is to be administered according to the Separation Agreement and via the intestacy laws as provided in S.C. CODE ANN. § 62-2-101 *et seq.*

50. At the time of Decedent's death, Decedent left behind a surviving spouse (Zoie) and five surviving children or issue (the Petitioners and Dorothy).

51. Because the marriage between Decedent and Paula is bigamous and therefore invalid pursuant to S.C. CODE ANN. § 20-1-80, Paula was never validly married to Decedent and was not his surviving spouse at the time of his death, she is not Decedent's heir, and she is not entitled to any portion of Decedent's estate pursuant to the laws of intestate succession as provided in S.C. CODE ANN. § 62-2-101 *et seq.* nor an elective share as provided in S.C. CODE ANN. § 62-2-201.

52. Pursuant to S.C. CODE ANN. § 62-2-101 *et seq.* of the South Carolina Laws of Intestate Succession, Decedent's sole heirs at law include Decedent's surviving spouse (Zoie) and Decedent's surviving children or issue (the Petitioners and Dorothy).

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53. As a result of the forgoing, pursuant to terms of the Separation Agreement and then the laws of intestate succession after distribution pursuant to the provisions of the Separation Agreement, (i) the Petitioners are entitled to at least Twenty-Five Thousand (\$25,000.00) Dollars or Fifty (50%) Per Cent of Decedent's estate, whichever is greater, and (ii) Decedent's surviving spouse (Zoie) and Decedent's surviving children or issue (the Petitioners and Dorothy) are entitled to the remainder of Decedent's estate in accordance with the intestacy provisions of S.C. CODE ANN. §§ 62-2-101 *et seq.* with Zoie to receive one-half of the remainder and Decedent's surviving children or issue (the Petitioners and Dorothy) to receive the other one-half of the remainder in equal shares.

54. As a result of the above, Paula should also be removed as the Personal Representative of the estate pursuant to S.C. CODE ANN. § 62-3-203.

55. Any attempt by Decedent or Respondent Paula to transfer the estate or assets of Decedent in a manner contrary to the laws of S.C. CODE ANN. § 62-2-101 *et seq.* and contrary to the Fifth Section of the Separation Agreement would be a breach of contract and would amount to unjust enrichment to Decedent and Respondent Paula.

56. At all times mentioned herein, the acts complained of took place in whole or in part in the State of South Carolina, and this Court has jurisdiction over the Respondents.

57. The Court has jurisdiction over this matter pursuant to S.C. CODE ANN. § 62-1-302, in that this matter involves an estate of a decedent, including the contest of a will, construction of a will, determination of property in which the estate of a decedent has an interest, and determination of heirs and successors of a decedent and the Court has jurisdiction over Respondents pursuant to S.C. CODE ANN. § 62-3-602.

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58. Venue is proper in this County of Charleston, State of South Carolina, pursuant to S.C. CODE ANN. § 62-3-201 because the Decedent was domiciled in this county at the time of death.

FOR A FIRST CAUSE OF ACTION
(Declaratory Judgment Pursuant to S.C. Code Ann. §§ 15-53-30 and 15-53-50
and SCRCP 57)

59. Petitioners repeat and re-allege each and every preceding paragraph as if each were fully repeated verbatim herein.

60. S.C. CODE ANN. § 15-53-30 provides that “[a]ny person interested under a . . . written contract or other writings constituting a contract or whose rights, status or other legal relations are affected by a statute, municipal ordinance, contract or franchise may have determined any question of construction or validity arising under the instrument, statute, ordinance, contract or franchise and obtain a declaration of rights, status or other legal relations thereunder.”

61. S.C. CODE ANN. § 15-53-50 also provides that:

[a]ny person interested as . . . devisee, legatee, heir, next of kin or cestui que trust in the administration of a trust or of the estate of a decedent . . . may have a declaration of rights or legal relations in respect thereto: (1) To ascertain any class of creditors, devisees, legatees, heirs, next of kin or others; (2) To direct the executors, administrators or trustees to do or abstain from doing any particular act in their fiduciary capacity; or (3) To determine any question arising in the administration of the estate or trust, including questions of construction of wills and other writings.

62. SCRCP 57 further provides, *inter alia*, that the existence of another adequate remedy does not preclude a judgment for declaratory relief in cases where it is appropriate and that the Court may order a speedy hearing of an action for a declaratory judgment and may advance it on the calendar.

63. The Separation Agreement represents and constitutes mutual promises, contractual intent, an actual meeting of the minds, and a bona fide and arm’s length transaction for value

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between Decedent and Zoie. By the terms of the Separation Agreement, there was adequate consideration and mutual covenants and agreements contained therein. Therefore, the covenant requiring Decedent to make an irrevocable will for the benefit of Petitioners was and is a valid and enforceable contract.

64. That even though the covenant to make a will as contained in the Separation Agreement was executed prior to the effective date of S.C. CODE ANN. § 62-2-70, the Separation Agreement nevertheless complies with the Code as it is a writing signed by the Decedent which evidences the contract.

65. Petitioners are direct and intended beneficiaries or third-party beneficiaries to the Separation Agreement between Decedent and Zoie and the covenants and promises contained therein, and their rights have vested by bringing this Petition.

66. Upon information and belief, Decedent died without leaving behind a valid will disposing of any part of his estate.

67. By virtue of the facts alleged herein-above, Petitioners have rights or interests under the above-referenced Separation Agreement that will be affected by a judicial determination or declaration of Decedent's obligations under said contract.

68. That also by virtue of the facts alleged herein-above, Petitioners have rights or interests in Decedent's estate as heirs in law in accordance with the intestacy provisions of S.C. CODE ANN. §§ 62-2-101 *et seq.* that will be affected by a judicial determination or declaration of the marriage between Decedent and Paula.

69. Petitioners bring this action pursuant to S.C. CODE ANN. § 15-53-30 for the purpose of obtaining a declaratory judgment with respect to the Parties' rights and obligations under the above-referenced Separation Agreement, specifically relating to Decedent's obligations under the

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Separation Agreement to execute and maintain an irrevocable will leaving at least Twenty-Five Thousand (\$25,000.00) Dollars or Fifty (50%) Per Cent of Decedent's estate, whichever is greater, for the benefit of the Petitioners.

70. Petitioners also bring this action pursuant to S.C. CODE ANN. § 15-53-50 for the purpose of obtaining a declaratory judgment with respect to a declaration of rights or legal relations in respect to ascertaining a class of devisees, heirs, and next of kin and to determine a question arising in the administration of the estate, specifically relating to (1) the validity of the Will, (2) whether Decedent left a valid will or died intestate, (3) the determination of Decedent's heirs at law, (4) the validity of the divorce between Decedent and Zoie, and (5) the validity of the marriage between Decedent and Paula, which collectively would thus affect Petitioners' rights to intestate succession.

71. Due to the facts, conditions, and circumstances set forth herein-above, an actual and justiciable controversy has arisen and now exists between Petitioners and Respondent Paula regarding (1) Decedent's obligations under the Separation Agreement to execute and maintain an irrevocable will leaving at least Twenty-Five Thousand (\$25,000.00) Dollars or Fifty (50%) Per Cent of Decedent's estate, whichever is greater, for the benefit of the Petitioners, (2) the validity of the Decedent's Will, (3) whether Decedent left a valid will or died intestate, (4) the determination of Decedent's heirs at law, (5) the legality of the divorce between Decedent and Zoie, and (6) the legality of the marriage between Decedent and Paula that would therefore affect the distribution of Decedent's Estate.

72. Declaratory relief is necessary to adjudicate the rights of the parties.

73. Petitioners have no adequate remedy at law.

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74. Petitioners are therefore entitled to a declaratory judgment declaring the covenant requiring Decedent to make a will for the benefit of the Petitioners as contained in the Separation Agreement is therefore valid and enforceable and further declaring that (1) Petitioners are entitled to at least Twenty-Five Thousand (\$25,000.00) Dollars or Fifty (50%) Per Cent of Decedent's estate, whichever is greater, under the terms of the Separation Agreement; (2) Decedent's Last Will and Testament dated March 24, 2003 should be held and declared to be a nullity, void, inoperative, illegal, and ineffective; (3) the Decedent left no valid will; (4) the divorce of the marriage between Decedent and Zoie in the Dominican Republic was and is invalid and of no force or effect pursuant to S.C. CODE ANN. § 20-3-420 and the marriage between Decedent and Zoie was therefore never terminated and remained valid and binding until Decedent's death on January 3, 2022; (5) the marriage between Decedent and Respondent Paula is bigamous and therefore null, void, inoperative, illegal, and ineffective pursuant to S.C. CODE ANN. § 20-1-80; (6) Decedent's sole heirs at law include Decedent's surviving spouse (Zoie) and Decedent's surviving children or issue (the Petitioners and Dorothy); (7) Paula is not the Decedent's surviving spouse and therefore is not entitled to a distribution of the estate via the laws of intestate succession nor an elective share pursuant to S.C. CODE ANN. § 62-2-201; and (8) that Decedent's estate should be distributed pursuant to the terms of the Separation Agreement and the laws of intestate succession after distribution pursuant to the provisions of the Separation Agreement, with (i) at least Twenty-Five Thousand (\$25,000.00) Dollars or Fifty (50%) Per Cent of Decedent's estate, whichever is greater, passing to the Petitioners pursuant to the terms and provisions of the Separation Agreement and (ii) the remainder of Decedent's estate passing to Decedent's surviving spouse (Zoie) and Decedent's surviving children or issue (the Petitioners and Dorothy) in accordance with the intestacy provisions of S.C. CODE ANN. §§ 62-2-101 *et seq.* with Zoie to receive one-half of the

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remainder and Decedent's surviving children or issue (the Petitioners and Dorothy) to receive one-half of the remainder in equal shares.

75. The *inter vivos* or lifetime transfers of Decedent's real estate, bank accounts or joint bank accounts, retirement accounts and life insurance policies, and other assets to Respondent Paula not supported by adequate consideration that effectively defeated or thwarted Decedent's obligations under the Separation Agreement should be held and declared to be a nullity, void, inoperative, illegal, and ineffective, with at least Fifty (50%) Per Cent of those assets passing to the Petitioners pursuant to the terms and provisions of the Separation Agreement. Judgment should be entered cancelling the deeds and *inter vivos* transfers made by Decedent in violation of the Separation Agreement.

76. Petitioners further request that the Court order a speedy hearing of this action and advance it on the calendar pursuant to SCRCP 57.

FOR A SECOND CAUSE OF ACTION
(Breach of Contract/Breach of Covenant of Good Faith & Fair Dealing—Specific Performance)

77. Petitioners repeat and re-allege each and every preceding paragraph as if each were fully repeated verbatim herein.

78. As alleged herein above, there was a valid contract requiring Decedent to make an irrevocable will for the benefit of the Petitioners. Said covenant within the Separation Agreement required Decedent to make an irrevocable will to the effect of keeping at least Twenty-Five Thousand Dollars (\$25,000.00) or Fifty Percent (50%) of his estate, whichever is greater, for the benefit of Petitioners to be equally divided among them at his death per stirpes.

79. Petitioners are direct and intended beneficiaries or third-party beneficiaries to the Separation Agreement between Decedent and Zoie and the covenants and promises contained

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therein, including specifically the requirement that Decedent make an irrevocable will to the effect of keeping at least Twenty-Five Thousand Dollars (\$25,000.00) or Fifty Percent (50%) of his estate, whichever is greater, for the benefit of Petitioners to be equally divided among them at his death per stirpes.

80. Decedent's estate is worth more than Twenty-Five Thousand Dollars (\$25,000.00), therefore Petitioners are entitled to the greater of Fifty Percent (50%) of Decedent's estate. On or about June 8, 2022, Paula, the appointed Personal Representative for the Estate, filed an Inventory and Appraisement disclosing that Decedent owned or held "probate" assets at the time of his death valued at approximately \$4,489,000.00 and also held other "nonprobate" assets which are not valued on the Inventory.

81. The Separation Agreement provides for no contingencies.

82. The Separation Agreement included an implied covenant of good faith and fair dealing which required that Decedent act in all respects in good faith toward the Petitioners.

83. Decedent breached said Separation Agreement, breached the contract to which Petitioners are third-party beneficiaries, and breached the implied covenant of good faith and fair dealing by, *inter cilia*, executing the Last Will and Testament dated March 24, 2003 that does not devise at least Twenty-Five Thousand Dollars (\$25,000.00) or Fifty Percent (50%) of Decedent's estate, whichever is greater, to Petitioners in equal shares and failing to draft, execute, and maintain at the time of his death a will according to the terms of the Separation Agreement and instead drafting or executing his Will to the contrary. Additionally, the *inter vivos* or lifetime transfers of Decedent's real estate, bank accounts or joint bank accounts, retirement accounts and life insurance policies, and other assets to Respondent Paula not supported by adequate consideration that effectively defeated or thwarted Decedent's obligations under the Separation Agreement

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constituted a breach of the contract to which Petitioners are third-party beneficiaries, and breached the implied covenant of good faith and fair dealing.

84. The Separation Agreement was contractual in nature, each party signing in consideration of other party's signature and the dispositions made in said document. To allow Decedent to change his obligations under the Separation Agreement would in effect breach the contract. Specific performance of that contract should therefore be granted to Petitioners to prevent such breach.

85. As intended beneficiaries of the Separation Agreement signed by the Decedent and Zoie, Decedent's breach of contract caused the Petitioners to be deprived of their legitimate interest in his estate at the time of his death.

86. Damages would not adequately compensate Petitioners for any breach to perform the Contract, in that the property of the Decedent is unique and involves real estate. Therefore, Petitioners lack an adequate remedy at law.

87. The Petitioners are therefore entitled to entry of judgment directing the specific performance of the Contract and that the Personal Representative administer the estate according to the terms of the Contract and to convey Fifty Percent (50%) of the Decedent's real and personal property to Petitioners in equal shares. Additionally, judgment should be entered cancelling the deeds and *inter vivos* transfers made by Decedent in violation of the Separation Agreement.

FOR A THIRD CAUSE OF ACTION
**(Breach of Contract/Breach of Covenant of Good Faith &
Fair Dealing—Actual Damages)**

88. Petitioners repeat and re-allege each and every preceding paragraph as if each were fully repeated verbatim herein.

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89. As alleged herein above, there was a valid contract requiring Decedent to make an irrevocable will for the benefit of the Petitioners.

90. Petitioners are direct and intended beneficiaries or third-party beneficiaries to the Separation Agreement between Decedent and Zoie and the covenants and promises contained therein.

91. The Separation Agreement included an implied covenant of good faith and fair dealing which required that Decedent act in all respects in good faith toward the Petitioners.

92. Decedent breached said Separation Agreement, breached the contract to which Petitioners are third-party beneficiaries, and breached the implied covenant of good faith and fair dealing by, *inter cilia*, executing the Last Will and Testament dated March 24, 2003 that does not devise at least Twenty-Five Thousand Dollars (\$25,000.00) or Fifty Percent (50%) of Decedent's estate, whichever is greater, to Petitioners in equal shares and failing to draft, execute, and maintain at the time of his death a will according to the terms of the Separation Agreement and instead drafting or executing his Will to the contrary. Additionally, the *inter vivos* or lifetime transfers of Decedent's real estate, bank accounts or joint bank accounts, retirement accounts and life insurance policies, and other assets to Respondent Paula not supported by adequate consideration that effectively defeated or thwarted Decedent's obligations under the Separation Agreement constituted a breach of the contract to which Petitioners are third-party beneficiaries, and breached the implied covenant of good faith and fair dealing.

93. As intended beneficiaries of the Separation Agreement signed by the Decedent and Zoie, Decedent's breach of contract caused the Petitioners to be deprived of their legitimate interest in his estate at the time of his death.

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94. As a direct and proximate result of the breaches of the Separation Agreement and the breaches of the implied covenant of good faith and fair dealing set forth herein, Petitioners have been damaged and have suffered actual, consequential, and special damages, including, but not limited to, loss of inheritance; loss of property, assets, and business opportunities; loss of income, revenue, and/or profits; the loss or delay of the ability to invest, spend, distribute, or use the distributions; the loss of the time value of money; and other amounts due under the contract, prejudgment interest at the rate of 8.75% per annum pursuant to S.C. CODE ANN. § 34-31-20(A), plus such other actual, consequential, special, and incidental damages as the evidence may show, and their costs and expenses incurred in the prosecution of this action.

FOR A FOURTH CAUSE OF ACTION **(Breach of Fiduciary Duty)**

95. Petitioners repeat and re-allege each and every preceding paragraph as if each were fully repeated verbatim herein.

96. Pursuant to S.C. CODE ANN. § 62-3-712, as the Personal Representative for the Estate of James L. Strobel, Respondent Paula is a fiduciary who must observe the standards of care applicable to trustees of an express trust.

97. As Personal Representative, at all relevant times, Respondent Paula was required to act at all times in accordance with the provisions of the South Carolina Trust Code, S.C. CODE ANN. §§ 62-7-801 through 817, including, but not limited to, the duties of loyalty, impartiality, and good faith in the administration of the trust solely in the best interests of all of the beneficiaries.

98. As Personal Representative, at all relevant times, Respondent Paula owed strict fiduciary duties to all beneficiaries of the Estate, including the Petitioners. Respondent Paula was required to act at all times honestly, fairly, and in good faith solely in the best interests of all of the beneficiaries of the Estate, including the Petitioners. Respondent Paula's fiduciary obligation

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further requires that she act reasonably for the benefit of the heirs, creditors, and other parties interested in the Decedent's estate.

99. By virtue of the conduct summarized above, Respondent Paula breached and failed to fulfill her fiduciary obligations to the Petitioners, is to administer the Estate fairly and effectively, is not serving solely the best interests of all of the beneficiaries of the Estate, and has violated the duties imposed upon her pursuant to the provisions of S.C. CODE ANN. §§ 62-7-801 through 817. Respondent Paula has pursued, represented, and/or advocated the interests of one beneficiary of the Estate (herself) to the detriment of other beneficiaries of the Estate (Petitioners). Respondent Paula has not administered the Estate solely in the best interests of all of the beneficiaries and has failed to act in an impartial manner. Respondent Paula has pursued her own personal interests over those of the Petitioners. Respondent Paula concealed, withheld, and failed to notify or inform the Court or Petitioners of the Separation Agreement and its provisions, including but not limited to the provisions requiring Decedent to make an irrevocable will for the benefit of the Petitioners.

100. S.C. CODE ANN. § 62-3-712 provides that the personal representative is liable to interested persons for damage or loss resulting from a breach of her fiduciary duty.

101. As a natural, direct, and proximate result of Respondent Paula's breaches of her fiduciary duties summarized above, Petitioners have suffered and will continue to suffer in the future actual, compensatory, consequential, special, and incidental damages, including, but not limited to, loss of inheritance; loss of property, assets, and business opportunities; loss of income, revenue, and/or profits; the loss or delay of the ability to invest, spend, distribute, or use the distributions; the loss of the time value of money; and such other actual, consequential, special,

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and incidental damages as the evidence may show, and pre-judgment interest at the rate of 8.75% per annum pursuant to S.C. CODE ANN. § 34-31-20(A).

102. In doing the acts alleged above, Respondent Paula acted willfully, maliciously, recklessly, carelessly, and/or wantonly for the purpose of causing injury to the Petitioners. As a result, the Petitioners are entitled to an award of punitive damages in an amount to be determined by the trier of fact.

FOR A FIFTH CAUSE OF ACTION **(Unjust Enrichment/Constructive or Resulting Trust)**

103. Petitioners repeat and re-allege each and every preceding paragraph as if each were fully repeated verbatim herein.

104. As alleged herein above, there was a valid contract requiring Decedent to make a will for the benefit of the Petitioners. Said covenant within the Separation Agreement required Decedent to make an irrevocable will to the effect of keeping at least Twenty-Five Thousand Dollars (\$25,000.00) or Fifty Percent (50%) of his estate, whichever is greater, for the benefit of Petitioners to be equally divided among them at his death per stirpes.

105. By virtue of the facts allege herein, it would be unjust enrichment for Decedent, Respondent Paula, or any subsequently appointed Personal Representative to transfer the estate or assets of Decedent in a manner contrary to the Fifth Section of the Separation Agreement or contrary to the laws of S.C. CODE ANN. § 62-2-101 *et seq.* and/or for Respondent Paula to retain or keep the Decedent's real estate, bank accounts or joint bank accounts, retirement accounts and life insurance policies that were previously transferred to her *inter vivos* by Decedent without adequate consideration in violation of the Separation Agreement. Respondent Paula would be unjustly enriched at the expense of the Petitioners.

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106. Respondent Paula should be required to hold all the assets of the estate of James L. Strobel and the Decedent's real estate, bank accounts or joint bank accounts, retirement accounts and life insurance policies that were previously transferred to her *inter vivos* by Decedent without adequate consideration in violation of the Separation Agreement as trustee pursuant to further orders of this court, for the benefit of the beneficiaries of the above-described Separation Agreement.

107. Petitioners are entitled to a judgment of the Court imposing a constructive or resulting trust on the real and personal property of the estate of the Decedent and the Decedent's real estate, bank accounts or joint bank accounts, retirement accounts and life insurance policies that were previously transferred to Respondent Paula *inter vivos* by Decedent without adequate consideration in violation of the Separation Agreement, adjudicating that Petitioners are the beneficiaries of the trust, and determining that Respondent Paula holds the property as trustee for Petitioners' benefit.

FOR A SIXTH CAUSE OF ACTION **(Removal of Personal Representative)**

108. Petitioners repeat and re-allege each and every preceding paragraph as if each were fully repeated verbatim herein.

109. Upon information and belief, Paula was appointed as Personal Representative based on allegations or statements in her Petition for Informal Appointment asserting that she was named as Personal Representative in Decedent's Will and that she is the wife or surviving spouse of the Decedent. However, because the assertions that Decedent had a valid Will naming Respondent Paula as Personal Representative and that Paula was validly married to the Decedent are false and inaccurate for the reasons stated above, Paula is not entitled to appointment as Personal Representative.

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110. Petitioners are entitled to removal of Respondent Paula as the Personal Representative of the estate pursuant to S.C. CODE ANN. § 62-3-402, § 62-3-414, and § 62-3-611.

111. Pursuant to S.C. CODE ANN. § 62-3-402, § 62-3-414, and § 62-3-611, Petitioners respectfully request the removal of Respondent Paula as Personal Representative of the Decedent's Estate for cause and/or based on disqualification and for an appropriate, suitable, and qualified individual or entity to be appointed as successor or replacement Personal Representative of the Decedent's Estate.

FOR A SEVENTH CAUSE OF ACTION **(Attorney's Fees and Costs)**

112. Petitioners repeat and re-allege each and every preceding paragraph as if each were fully repeated verbatim herein.

113. Pursuant to S.C. CODE ANN. § 62-1-111, Petitioners request an award of costs and expenses, including reasonable attorney's fees, to be paid by Respondent Paula and/or from the Decedent's estate.

WHEREFORE, having set forth the grounds therefore, Petitioners pray for the following relief and prays that this Court issue an Order:

(a) Declaring, holding, and finding that the covenant requiring Decedent to make a will for the benefit of the Petitioners within the Separation Agreement attached to this Petition is a valid contract which is binding upon the Decedent, the Estate, and all interested parties or persons;

(b) Specifically enforcing the provisions or covenants in the Separation Agreement requiring the Decedent to make a will for the benefit of the Petitioners and ordering Respondent Paula M. Strobel, as Personal Representative of the Estate, or any other subsequent Personal Representative of the estate to carry out and execute said provisions in all respects;

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(c) A declaration and judgment of the Court that Decedent's Last Will and Testament dated March 24, 2003 is a nullity, void, inoperative, illegal, and ineffective;

(d) A declaration and judgment of the Court that the divorce between Decedent and Respondent Zoie in the Dominican Republic on or about March 15, 1977, is null, void, inoperative, illegal, and ineffective pursuant to S.C. CODE ANN. § 20-3-420 and the marriage between Decedent and Respondent Zoie was therefore never terminated and remained valid and binding until Decedent's death on January 3, 2022;

(e) A declaration and judgment of the Court that the marriage between Decedent and Respondent Paula M. Strobel on or about April 29, 1977, is bigamous and therefore null, void, inoperative, illegal, and ineffective pursuant to S.C. CODE ANN. § 20-1-80;

(f) A declaration and judgment of the Court that Respondent Paula M. Strobel is not the Decedent's surviving spouse and is therefore not entitled to a distribution of the estate via the laws of intestate succession nor an elective share pursuant to S.C. CODE ANN. § 62-2-201;

(g) A declaration and judgment of the Court declaring that Decedent's estate should be distributed pursuant to the Separation Agreement and then the laws of intestate succession after distribution pursuant to the provisions of the Separation Agreement, with (i) with at least Twenty-Five Thousand (\$25,000.00) Dollars or Fifty (50%) Per Cent of Decedent's estate, whichever is greater, passing to the Petitioners pursuant to the terms and provisions of the Separation Agreement and (ii) the remainder of Decedent's estate passing to Decedent's surviving spouse (Zoie) and Decedent's surviving children or issue (the Petitioners and Dorothy) in accordance with the intestacy provisions of S.C. CODE ANN. §§ 62-2-101 *et seq.* with Respondent Zoie to receive one-half of the remainder and Decedent's surviving children or issue (the Petitioners and Dorothy) to receive one-half of the remainder in equal shares;

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(h) A declaration and judgment of the Court that the *inter vivos* or lifetime transfers of Decedent's real estate, bank accounts or joint bank accounts, retirement accounts and life insurance policies, and other assets to Respondent Paula M. Strobel not supported by adequate consideration that effectively defeated or thwarted Decedent's obligations under the Separation Agreement are a nullity, void, inoperative, illegal, and ineffective, with at least Fifty (50%) Per Cent of those assets passing to the Petitioners pursuant to the terms and provisions of the Separation Agreement;

(i) A declaration and judgment of the Court cancelling the deeds and *inter vivos* transfers made by Decedent in violation of the Separation Agreement;

(j) A declaration and judgment of the Court imposing a constructive or resulting trust on the real and personal property of the estate of the Decedent and the Decedent's real estate, bank accounts or joint bank accounts, retirement accounts and life insurance policies that were previously transferred to Respondent Paula *inter vivos* by Decedent without adequate consideration in violation of the Separation Agreement, and declaring that Petitioners are the beneficiaries of the trust, and that Respondent Paula M. Strobel holds the property as trustee for Petitioners' benefit;

(k) A declaration and judgment of the Court that the Decedent left no valid will;

(l) A declaration and judgment of the Court that Decedent's sole heirs at law include Decedent's surviving spouse (Respondent Zoie) and Decedent's surviving children or issue (the Petitioners and Respondent Dorothy);

(m) Requiring Respondent Paula M. Strobel, as Personal Representative of the Estate of James L. Strobel to administer the Estate according to the terms of the Separation Agreement and the laws of intestate succession after distribution pursuant to the provisions of the Separation Agreement and to convey (i) at least Twenty-Five Thousand (\$25,000.00) Dollars or Fifty (50%)

EXHIBIT B

Per Cent of Decedent's estate, whichever is greater, to the Petitioners pursuant to the terms and provisions of the Separation Agreement, and (ii) the remainder of Decedent's estate to Decedent's surviving spouse (Zoie) and Decedent's surviving children or issue (the Petitioners and Dorothy) in accordance with the intestacy provisions of S.C. CODE ANN. §§ 62-2-101 *et seq.* with Respondent Zoie to receive one-half of the remainder and Decedent's surviving children or issue (the Petitioners and Dorothy) to receive one-half of the remainder in equal shares, and in the event of the failure of Respondent Paula M. Strobel to do so, entitling Petitioners to an Order by the Court appointing a commissioner, clerk, or other judicial officer to so convey the ownership of the real and personal property of the estate of the Decedent to Petitioners and the Decedent's heirs at law in the manner as set forth herein-above;

(n) That Petitioners are entitled to recover the income from the real or personal property of the estate of the Decedent from the date of the death of the Decedent;

(o) A writ of possession to enable the Petitioners to acquire possession of the real and personal property of the estate of the Decedent;

(p) A declaration and judgment of the Court that it would be in the best interests of the estate to remove Respondent Paula M. Strobel as the Personal Representative of the estate and appointing an appropriate, suitable, and qualified individual or entity to act as the successor or replacement Personal Representative of the estate;

(q) Awarding actual, compensatory, special, consequential, and incidental damages as determined by the trier of fact;

(r) Awarding punitive and exemplary damages as permitted by law;

(s) Awarding pre-judgment and post-judgment interest as allowed by law;

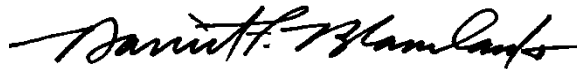
EXHIBIT B

(t) Awarding costs and expenses, including reasonable attorneys' fees, to Petitioners to be paid by Respondent Paula M. Strobel and/or from the Decedent's estate;

(u) For a speedy hearing of this action and advance it on the calendar pursuant to SCRCP 57; and

(v) Awarding such other and further legal and equitable relief which the Court deems necessary and proper.

ROSEN HAGOOD, LLC



Reviewed and Approved for Electronic Transmission

Daniel F. Blanchard, III, SC Bar 65342

Taylor B. Ambrosius, SC Bar 105933

dblanchard@rosenhagood.com

tambrosius@rosenhagood.com

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Post Office Box 893

Charleston, SC 29402

(843) 577-6726 telephone

(843) 724-8036 fax

Attorneys for Daniel Lloyd Strobel, James Andrew Strobel, John Anthony Strobel, and Peter Nicholas Strobel

September 8, 2023.

Charleston, South Carolina.

EZ FILING
EXHIBIT B
PROBATE COURT

CHARLESTON COUNTY, SOUTH CAROLINA

2022ES1000235

9/8/2023 9:52AM

EXHIBIT A

STATE OF SOUTH CAROLINA)
COUNTY OF DORCHESTER)

JAMES LLOYD STROBEL,)
Husband,)
-and-)
ZOIE P. STROBEL,)
Wife.)

A TRUE COPY
CLERK OF COURT
DORCHESTER COUNTY
DATE: April 18, 1977
Mary F. Cain
CLERK OF COURT

SEPARATION AGREEMENT

THIS SEPARATION AGREEMENT made this 4 day of MARCH, 1977, by and between JAMES LLOYD STROBEL, hereinafter referred to as the Husband, and ZOIE P. STROBEL, hereinafter referred to as the Wife:

WITNESSETH:

WHEREAS, the parties hereto are Husband and Wife, having lawfully married on the 5th day of June, 1960, in Charleston County, South Carolina, and

WHEREAS, there are four (4) children of this marriage, namely, to-wit: Daniel Lloyd Strobel, date of birth: December 9, 1963; James Andrew Strobel, date of birth: December 28, 1965; Peter Nicholas Strobel, date of birth: February 10, 1969; and John Anthony Strobel, date of birth: February 10, 1969; Peter and John are twins, and

WHEREAS, certain irreconcilable differences have arisen between the parties causing their separation, one from the other and making the continuance of the marriage relationship between them impossible, and

WHEREAS, the parties desire to settle all questions as to the status and responsibility of each to the other as to their respective marital obligations in accord with the terms of the Agreement herein,

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, it is hereby mutually agreed as follows:

That the Parties, subject to the terms of this Sep -

CERTIFIED TRUE COPY
CHERYL GRAHAM
CLERK OF COURT
DORCHESTER COUNTY

2027 JUN 24 AM 11:28

Cheryl Graham

EXHIBIT B

ration Agreement, and subject to the performance by the Wife of certain obligations imposed in the following paragraphs, releases and discharges the Wife of and from all obligations, duties or services which, as a Wife she may owe him, and from all duties, liabilities or responsibilities of whatsoever nature that she may be under to him by reason of their marriage relationship.

SECOND: That the Wife, subject to the terms of this Separation Agreement, and subject to the performance by the Husband of the obligations as outlined in this Agreement, does hereby release and discharge the Husband of and from all obligations, duties or services which, as a Husband he may owe her, and from all duties, liabilities or responsibilities of whatsoever nature he may owe her by reason of their marriage relationship.

THIRD: That the Husband agrees to:

(a) The husband shall have the exclusive right to sell the house located at Route 3, Ridgeville, South Carolina through July 1, 1977, or in the alternative, must have a valid Contract of Sale. In the event the house is sold, the Wife is to net the sum of Thirty-Eight Thousand, Five Hundred (\$38,500.00) Dollars from the sale. If the Husband has not disposed of the house or obtained a valid Contract of Sale by July 1, 1977, then and in that event he is to deliver to the Wife a Title to Real Estate (Deed), in fee simple, lien and encumbrance free.

(b) Grant unto the Wife quiet possession and use of all furniture, furnishings, household goods, and other personal property, at the residence in Ridgeville, South Carolina; it being expressly understood that when the Wife moves from the said residence, the aforementioned furniture, furnishings and household goods and other personal property shall be for her own use and that the same may be taken with her at her discretion. It is understood that the Husband releases and relinquishes all of his right, title and interest to the aforesaid personal property, but that excepted herefrom are the personal effects of the Husband at the former family residence, namely: his personal tools, furniture, dishes, and

EXHIBIT B

any and all items collected by the Husband while in Military Service. The Husband further agrees to give the Wife a Bill of Sale for the furniture located in the house in Ridgeville.

(c) Give to the Wife the Honda Civic automobile, the title of which will be delivered to the Wife upon the execution of this Agreement.

FOURTH: The parties further agree as follows:

(a) The Wife shall have the custody of the children of the marriage. The Husband shall have visitation with said children every other week from Friday at 6:00 P.M. until Sunday at 6:00 o'clock P.M. and for three (3) weeks each Summer. The Husband shall give the Wife ten (10) days written notice of his desire and intention to have the children for the three (3) weeks each Summer.

(b) The Husband shall pay bi-weekly, on the 5th and 20th of each month, unto the Wife as child support, the sum of Four Hundred (\$400.00) Dollars per month.

(c) The Husband shall pay bi-weekly, on the 5th and 20th of each month, unto the Wife as alimony, the sum of Two Hundred (\$200.00) Dollars per month. The alimony herein set out shall terminate immediately upon the re-marriage of Wife and said payments are to be made to the Wife at her present address: Route 3, Box 175, Ridgeville, South Carolina. If the Wife shall move, she agrees to furnish the Husband her new address.

(d) The Husband and the Wife agree that they will file a joint Income Tax Return for the year 1976, and the Wife will receive One-Third (1/3rd) of the rebate.

(e) The Husband may claim the children of the parties as dependants for Federal and State Income Tax purposes so long as he provides said child support payments.

FIFTH: It is agreed by the parties that the Husband will keep at least Twenty-Five Thousand (\$25,000.00) Dollars or Fifty (50%) Per Cent of his estate, whichever is greater, of his estate - for the benefit of his four (4) children - of his personalty and realty free of all liens and Husband further agrees to execute an Irrevocable Trust to that effect. Said amount

EXHIBIT B

his estate to be equally divided among his children at his death, namely: Daniel Lloyd Strobel, James Andrew Strobel, Peter Nicholas Strobel and John Anthony Strobel, per stirpes.

SIXTH: The Husband further agrees to keep in force a medical policy covering his children and his Wife. At such time as the parties are divorced, it is agreed that the Wife will be dropped from the insurance with same being retained for the children only.

SEVENTH: The parties herein agree that all real estate, other than that described and located at Route 3, Ridgeville, South Carolina, shall become the sole possession of Husband. Wife agrees to renounce all dower rights in and to said realty.

EIGHTH: It is expressly agreed that the Husband and Wife shall in no way whatsoever, interfere with or molest one another and that they will, in no way, question the social life of the other and each will be free to pursue such a course of conduct as either may desire, and each of them specifically agree that they will not question and each of them will not bring up or testify to any occurrence or any action of the other which takes place after the date of the signing of this instrument. It is expressly agreed that in the event a final Judgment of Divorce is obtained between the parties, this Separation Agreement shall be incorporated in any such final Judgment and that under no circumstances, shall any Order or Decree obtained by either party in any proceeding involving this marriage, be inconsistent with the terms of this Agreement.

NINTH: It is expressly stated by the parties hereto that they have full and complete understanding of the terms of this Separation Agreement, that same has been explained to them and all questions answered pertinent thereto to each party's satisfaction and that each party has the right to seek further advice if they deem such necessary as to its terms and that they freely and voluntarily enter into same.

TENTH: Each of the parties hereto agrees to do any and all acts and other things necessary so as to put this full force and effect to the Separation Agreement.

EXHIBIT B

herein.

ELEVENTH: It is agreed by the parties hereto that this Separation Agreement shall be binding upon them individually and upon their Administrators, Executors or Trustees in the event of either party's demise. It is expressly understood that each party's estate is subject to the terms of this Separation Agreement.

TWELFTH: It is expressly understood that either party can seek strict enforcement of this Separation Agreement through a Court of competent jurisdiction and that the party found to be violating same will be responsible for all attorneys' fees and costs incurred in enforcement thereof.

THIRTEENTH: This Separation Agreement may not be altered or amended orally, but only in writing executed with the same solemnity as this original Agreement or by a Court of competent jurisdiction as allowed by the terms of the Separation Agreement herein.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

WITNESSES:

[Signature]

[Signature]
James Lloyd Strobel, Husband

[Signature]
As to execution by Husband

[Signature]

[Signature]
Zoie P. Strobel, Wife

[Signature]
As to execution by Wife

STATE OF SOUTH CAROLINA)
COUNTY OF DORCHESTER)

PROBATE

PERSONALLY appeared before me [Signature] and made oath that 5 he saw the within named JAMES LLOYD STROBEL, sign, seal and as his act and deed, deliver the within Separation Agreement, and that 3 he with [Signature] witnessed the execution thereof.

SWORN to before me this 12 day of June, 1977.

(SEAL)
NOTARY PUBLIC OF SOUTH CAROLINA - MY COMM. EXP:

EXHIBIT B

STATE OF SOUTH CAROLINA)
COUNTY OF DORCHESTER)

JAMES LLOYD STROBEL,)
Husband,)
-and-)
ZOIE P. STROBEL,)
Wife.)

ADDENDUM TO SEPARATION AGREEMENT

It is further agreed between the parties that a certified copy of the Divorce Decree and Separation Agreement in this matter be filed in the Office of the Clerk of Court for Dorchester County, South Carolina, and the RMC Office for Charleston County, South Carolina.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

WITNESSES:

Walter R. [Signature]

James Lloyd Strobel
James Lloyd Strobel, Husband

As to Execution by Husband

Walter R. [Signature]

Zoie P. Strobel
Zoie P. Strobel, Wife

As to Execution by Wife

STATE OF SOUTH CAROLINA
COUNTY OF DORCHESTER

PERSONALLY appeared before me Walter R. [Signature]
and and made oath that 5 he saw the within named
JAMES LLOYD STROBEL, sign, seal and as his act and deed, deliver
the within Addendum to Separation Agreement, and that 5 he with
Walter R. [Signature] witnessed the execution thereof.
SWORN to before me this 4th
day of MARCH, 1977.

(SEAL)
NOTARY PUBLIC FOR THE STATE OF SOUTH CAROLINA

MY COMMISSION EXPIRES: _____

EXHIBIT B

STATE OF SOUTH CAROLINA)

COUNTY OF DORCHESTER)

PROBATE

PERSONALLY appeared before me

Maria and made oath that S he saw the within named ZOIE P.

STROBEL, sign, seal and as her act and deed, deliver the within

Separation Agreement, and that S he with

James H
Reynolds witnessed the execution thereof.

SWORN to before me this 4th

day of MARCH, 1977.

(Signature) (SEAL)
NOTARY PUBLIC OF SOUTH CAROLINA

MY COMMISSION EXPIRES: _____

EZ FILING
PROBATE COURT
EXHIBIT B
CHARLESTON COUNTY, SOUTH CAROLINA
2022ES1000235
9/8/2023 9:52AM

EXHIBIT B

EXHIBIT B

STATE OF SOUTH CAROLINA)
) AMENDMENT TO SEPARATION AGREEMENT
COUNTY OF DORCHESTER)

WHEREAS, the parties entered into a Separation Agreement dated 4 day of March, 1977 and which is recorded in the Office of the Clerk of Court for Dorchester County in Deed Book 307, Page 414, and are desirous of amending this Agreement in writing insofar as paragraph Fourth (a) and Fourth (b) are concerned.

NOW THEREFORE, in consideration of the mutual benefits flowing each to the other, the parties hereto agree that paragraph Fourth (a) and Fourth (b) are deleted and the following is inserted in lieu thereof as follows:

FOURTH: (a) The Husband shall have the custody of the children of the marriage. The Wife shall have visitation with said children every other week from Friday at 6:00 P. M., until Sunday at 6:00 o'clock P. M. and for three (3) weeks each Summer. The Wife shall give the Husband ten (10) days written notice of her desire and intention to have the children for the three (3) weeks each Summer.

FOURTH: (b) The Husband now having all the children in his custody is released of making any child support as provided in paragraph Fourth (b) of the original Agreement.

FOURTH: (c) The parties re-confirm that the husband shall pay bi-weekly , on the 5th and 20th of each month, unto the Wife as alimony, the sum of Two Hundred (\$200.00) Dollars per month. The alimony herein set out shall terminate immediately upon the re-marriage of Wife and said payments are to be made to the Wife at her present address: Route 3, Box 175, Ridgeville, South Carolina. If the Wife shall move, she agrees to furnish the Husband her new address;

In all other respects, the Separation Agreement heretofore entered into by the parties on the 4 day of March, 1977 is confirmed.

Witness our Hands and Seals this 17 day of July, 1978.

Witnesses:

Husband

Wife

- 2 -

PERSONALLY appeared before me Gordon H. Garret and made oath that he saw the within named James Lloyd Strobel and Zoie P. Strobel sign, Amended seal, and as their act and deed, deliver the within Separation Agreement, and that he with Thomas O. Berry, Jr. witnessed the execution thereof.

17 day of July, 1978.

Sah N. Q. W.

My commission expires: 10/20/87

EZ FILING
PREPARED BY
EXHIBIT B

CHARLESTON COUNTY, SOUTH CAROLINA

2022ES1000235

9/8/2023 9:52AM

EXHIBIT C

EXHIBIT B

EZ FILING
PROBATE COURT
CHARLESTON COUNTY, SOUTH CAROLINA
2022ES1000235
2/8/2022 11:17AM

**LAST WILL AND TESTAMENT
OF
JAMES L. STROBEL**

STATE OF SOUTH CAROLINA)
)
COUNTY OF DORCHESTER)

I, JAMES L. STROBEL, a resident of and domiciled in the State and County aforesaid, knowing the objects of my bounty, do hereby make publish and declare this to be my LAST WILL AND TESTAMENT, hereby revoking all Wills and Codicils at any time heretofore made by me.

ITEM ONE: I direct that all my just debts, secured and unsecured, be paid as soon as practicable after my death; however, I direct that my personal representative may cause any debt to be carried, renewed and refinanced from time to time upon such terms and with such securities for its repayment as my personal representative may deem advisable taking into consideration the best interest of the beneficiaries hereunder.

ITEM TWO: I direct that all estate, inheritance, succession, death or similar 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 (which term when used herein shall include any codicil hereto), or on any insurance upon my life or on any property held jointly by me with another or on any transfer made by me during my lifetime or on any other property or interests in my property included in my estate for such tax purposes be paid out of my residuary estate and shall not be charged to or against any recipient, beneficiary, transferee or owner of any such property or interests in property included in my estate for such tax purposes.

AP
Mr
YLM

EXHIBIT B

ITEM THREE: I make no bequest or devise to my son, JOHN A. STROBEL knowing the objects of my bounty.

ITEM FOUR: I give and bequeath all of my personal and household effects of every kind, including, but not be limited to, furniture, appliances, furnishings, pictures, silverware, china, glass, books, jewelry, wearing apparel, boats, automobiles, and other vehicles, and all policies of fire, burglary, property damage, and other insurance on or in connection with the use of this property to my wife, PAULA M. STROBEL, if she shall survive me. If my said wife shall not survive me, I give and bequeath all of said property to my remaining children DANIEL L. STROBEL, JAMES A. STROBEL, PETER N. STROBEL, and DOROTHY ELIZABETH STROBEL or unto the survivor of them, in equal shares, share and share alike, provided, however, the issue of a deceased child shall take his or her parent's share, per stirpes. If my said children do not agree to the division among themselves, my personal representative shall make such division among them, the decision of my personal representative to be in all respects binding upon my children. I request that my wife, my personal representative, and my issue abide by any memorandum by me directing the disposition of this property or any part thereof. This request is precatory and not mandatory. If any beneficiary hereunder is a minor, my personal representative may distribute his share to him or for his use to any person with whom he is residing or who has the care or control of him without further responsibility and the receipt of the person to whom it is distributed shall be a complete discharge of my personal representative.

JB
AM
EdM

ITEM FIVE: I give, devise and bequeath all the rest, residue and remainder of my property of every kind and description (including lapsed legacies, bequests and devises),

EXHIBIT B

wherever situate and whether acquired before or after the execution of this Will absolutely to my wife, PAULA M. STROBEL, if she shall survive me. If my said wife shall not survive me, then I give, devise and bequeath all of said property to my remaining children DANIEL L. STROBEL, JAMES A. STROBEL, PETER N. STROBEL, and DOROTHY ELIZABETH STROBEL or unto the survivor of them, in equal shares, share and share alike, provided, however, the issue of a deceased child shall take his or her parent's share, per stirpes, or in default of such persons to those persons who would be entitled thereto if I had died intestate, unmarried and domiciled in the state of South Carolina.



 **ITEM SIX:** I hereby nominate, constitute and appoint as personal representative and trustee of this my Last Will and Testament my wife, PAULA M. STROBEL, and direct that she shall serve without bond. If for any reason she is unable or unwilling to serve or continue to serve, then I hereby nominate, constitute and appoint as substitute or successor personal representative and trustee JEAN M. GROOMS, and direct that she shall serve without bond.

ITEM SEVEN: By way of illustration and not of limitation, and in addition to any inherent, implied or statutory powers granted to personal representatives generally, my personal representative is specifically authorized and empowered to: allot, assign, buy, care for, collect, contract with respect to, continue any business of mine, convey, convert, deal with, dispose of, enter into, exchange, hold, improve, incorporate, any business of mine, invest, lease, manage, mortgage, grant and exercise options with respect to, take possession of, pledge, receive, release, repair, sell, sue for and in general to exercise all of the powers in the management of similar property owned in his own right, upon such terms and conditions as my personal representative may deem proper or necessary to carry

EXHIBIT B

out the purposes of this Will, without being limited in any way by the specific grants of power made, and without the necessity of a Court Order.

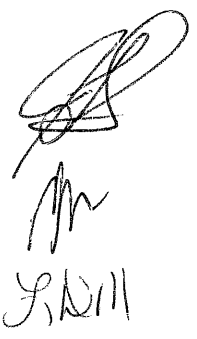
ITEM EIGHT: My personal representative shall have absolute discretion, but shall not be required to make adjustments in the rights of any beneficiaries, or among the principal and income accounts to compensate for the consequences of any tax decision or election or as to any investment or administrative decision that my personal representative believes has had the effect, directly or indirectly, of preferring one beneficiary or group of beneficiaries over others. In determining the federal estate and income tax liabilities of my estate, my personal representative shall have discretion to select the valuation date and to determine whether any or all of the allowable administration expenses in my estate shall be used as federal estate tax deductions or as federal income tax deductions.



ITEM NINE: Whenever my personal representative herein named is directed to distribute any property to a person who has not attained the age of Twenty One (21) years at the date of distribution, my personal representative shall transfer, convey and assign such property to himself as trustee and shall hold the property of such person in trust for such person using so much of the net income and principal of the property as my trustee shall deem necessary to provide for the proper support, medical care and education of such person, taking into consideration to the extent my trustee deems advisable any other income or resources of such person or his or her parents known to my trustee. Such person's property shall be paid over and distributed to such person upon attaining the age Twenty One (21), or if she or he shall sooner die, to his or her estate. Whenever my trustee determines it appropriate to pay any money for the benefit of any person for whom

EXHIBIT B

a trust is created hereunder, then such amounts shall be paid out by my trustee in such of the following ways as my trustee deems best: (1) directly to such beneficiary; (2) to the legally appointed guardian of such beneficiary; (3) to some relative or friend for the support, medical care, and education of such beneficiary; and (4) by my trustee using such amounts directly for such beneficiary's support, medical care, and education. In holding any property for a person under the provisions of this Item, my trustee shall have all the powers and discretion hereinabove conferred upon himself as personal representative.

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

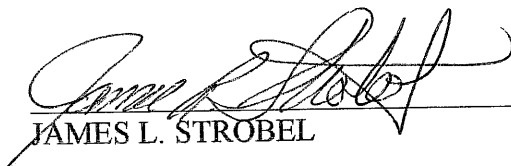
ITEM ELEVEN: Whenever the word "children" or "issue", or any modifying or substitutive pronouns therefor are used in this my Will such words and respective pronouns shall be held and taken to include both the singular and the plural, the masculine and the feminine and also all children not yet born within the period of gestation at the time of my death.

ITEM TWELVE: If any beneficiary and I should die as a result of a common accident or calamity or otherwise under such circumstances as would render it doubtful

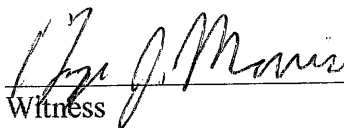
EXHIBIT B

whether the beneficiary or I died first, then it shall be conclusively presumed for the purposes of this Will that said beneficiary predeceased me.

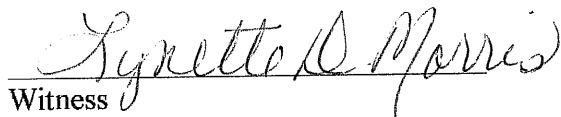
IN WITNESS WHEREOF, I hereunto sign my name to this instrument this 24 day of MARCH, 2003, and being first duly sworn, do hereby declare to the undersigned authority that I sign and execute this instrument as my Last Will and Testament and that I sign it willingly, that I execute it as my free and voluntary 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.

 (SEAL)
JAMES L. STROBEL


We, George J. Morris and Lynette D. Morris, the witnesses, sign our names to this instrument, being first duly sworn, and do hereby declare to the undersigned authority that the Testator signs and executes this instrument as his Last Will and Testament and that he signs it willingly, and that each of us, in the presence and hearing of the Testator, hereby signs this Will as witness to the Testator's signing, and that to the best of our knowledge the Testator is eighteen years of age or older, of sound mind, and under no constraint or undue influence.


Witness

116 Church St., Ste. One, Chas., SC
Address


Witness

116 Church St., Ste. One, Chas., SC
Address

EXHIBIT B

STATE OF SOUTH CAROLINA)
)
COUNTY OF DORCHESTER) LAST WILL AND TESTAMENT
 OF
 JAMES L. STROBEL

SUSCRIBED, SWORN TO AND ACKNOWLEDGED before me by,
JAMES L. STROBEL, the Testator, and subscribed and sworn to before me by
George J. Morris and Lynette D. Morris, witnesses,
this 24th day of March, 2003.



Notary Public for South Carolina
My Commission Expires: 8-3-08

[SIGNATURE ON FOLLOWING PAGE]

EXHIBIT B

ROSEN HAGOOD, LLC

A handwritten signature in black ink, appearing to read "Daniel F. Blanchard, III".

Reviewed and Approved for Electronic Transmission

Daniel F. Blanchard, III, SC Bar 65342

dblanchard@rosenhagood.com

40 Calhoun Street, Suite 450

Post Office Box 893

Charleston, SC 29402

(843) 577-6726 telephone

(843) 724-8036 fax

*Attorneys for Daniel Lloyd Strobel, James Andrew
Strobel, John Anthony Strobel, and Peter Nicholas
Strobel*

September 8, 2023

EXHIBIT C

STATE OF NORTH CAROLINA)
COUNTY OF DORCHESTER)

JAMES LLOYD STROBEL,)
Husband,)
-and-)
ZOIE P. STROBEL,)
Wife.)

A TRUE COPY
CLERK OF COURT
DORCHESTER COUNTY
DATE: April 18, 1977
Walter J. Carr
CLERK OF COURT

SEPARATION AGREEMENT

THIS SEPARATION AGREEMENT made this 4th day of MARCH, 1977, by and between JAMES LLOYD STROBEL, hereinafter referred to as the Husband, and ZOIE P. STROBEL, hereinafter referred to as the Wife:

WITNESSETH:

WHEREAS, the parties hereto are Husband and Wife, having lawfully married on the 5th day of June, 1960, in Charleston County, South Carolina, and

WHEREAS, there are four (4) children of this marriage, namely, to-wit: Daniel Lloyd Strobel, date of birth: December 9, 1963; James Andrew Strobel, date of birth: December 28, 1965; Peter Nicholas Strobel, date of birth: February 10, 1969; and John Anthony Strobel, date of birth: February 10, 1969; Peter and John are twins, and

WHEREAS, certain irreconcilable differences have arisen between the parties causing their separation, one from the other and making the continuance of the marriage relationship between them impossible, and

WHEREAS, the parties desire to settle all questions as to the status and responsibility of each to the other as to their respective marital obligations in accord with the terms of the Agreement herein,

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, it is hereby mutually agreed as follows:

That the Husband, subject to the terms of this Sepa-

EXHIBIT C

ration Agreement, and subject to the performance by the Wife of certain obligations imposed in the following paragraphs, releases and discharges the Wife of and from all obligations, duties or services which, as a Wife she may owe him, and from all duties, liabilities or responsibilities of whatsoever nature that she may be under to him by reason of their marriage relationship.

SECOND: That the Wife, subject to the terms of this Separation Agreement, and subject to the performance by the Husband of the obligations as outlined in this Agreement, does hereby release and discharge the Husband of and from all obligations, duties or services which, as a Husband he may owe her, and from all duties, liabilities or responsibilities of whatsoever nature he may owe her by reason of their marriage relationship.

THIRD: That the Husband agrees to:

(a) The husband shall have the exclusive right to sell the house located at Route 3, Ridgeville, South Carolina through July 1, 1977, or in the alternative, must have a valid Contract of Sale. In the event the house is sold, the Wife is to net the sum of Thirty-Eight Thousand, Five Hundred (\$38,500.00) Dollars from the sale. If the Husband has not disposed of the house or obtained a valid Contract of Sale by July 1, 1977, then and in that event he is to deliver to the Wife a Title to Real Estate (Deed), in fee simple, lien and encumbrance free.

(b) Grant unto the Wife quiet possession and use of all furniture, furnishings, household goods, and other personal property, at the residence in Ridgeville, South Carolina; it being expressly understood that when the Wife moves from the said residence, the aforementioned furniture, furnishings and household goods and other personal property shall be for her own use and that the same may be taken with her at her discretion. It is understood that the Husband releases and relinquishes all of his right, title and interest to the aforesaid personal property, but that excepted herefrom are the personal effects of the Husband at the former family residence, namely: his personal tools, furniture given to him by his parents and

EXHIBIT C

any and all items collected by the Husband while in Military Service. The Husband further agrees to give the Wife a Bill of Sale for the furniture located in the house in Ridgeville.

(c) Give to the Wife the Honda Civic automobile, the title of which will be delivered to the Wife upon the execution of this Agreement.

FOURTH: The parties further agree as follows:

(a) The Wife shall have the custody of the children of the marriage. The Husband shall have visitation with said children every other week from Friday at 6:00 P.M. until Sunday at 6:00 o'clock P.M. and for three (3) weeks each Summer. The Husband shall give the Wife ten (10) days written notice of his desire and intention to have the children for the three (3) weeks each Summer.

(b) The Husband shall pay bi-weekly, on the 5th and 20th of each month, unto the Wife as child support, the sum of Four Hundred (\$400.00) Dollars per month.

(c) The Husband shall pay bi-weekly, on the 5th and 20th of each month, unto the Wife as alimony, the sum of Two Hundred (\$200.00) Dollars per month. The alimony herein set out shall terminate immediately upon the re-marriage of Wife and said payments are to be made to the Wife at her present address: Route 3, Box 175, Ridgeville, South Carolina. If the Wife shall move, she agrees to furnish the Husband her new address.

(d) The Husband and the Wife agree that they will file a joint Income Tax Return for the year 1976, and the Wife will receive One-Third (1/3rd) of the rebate.

(e) The Husband may claim the children of the parties as dependants for Federal and State Income Tax purposes so long as he provides said child support payments.

FIFTH: It is agreed by the parties that the Husband will keep at least Twenty-Five Thousand (\$25,000.00) Dollars or Fifty (50%) Per Cent of his estate, whichever is greater, of his estate - for the benefit of his four (4) children - of his personalty and realty free of all liens and Husband further agrees to execute an Irrevocable Will to that effect. Said amount of

EXHIBIT C

his estate to be equally divided among his children at his death, namely: Daniel Lloyd Strobel, James Andrew Strobel, Peter Nicholas Strobel and John Anthony Strobel, per stirpes.

SIXTH: The Husband further agrees to keep in force a medical policy covering his children and his Wife. At such time as the parties are divorced, it is agreed that the Wife will be dropped from the insurance with same being retained for the children only.

SEVENTH: The parties herein agree that all real estate, other than that described and located at Route 3, Ridgeville, South Carolina, shall become the sole possession of Husband. Wife agrees to renounce all dower rights in and to said realty.

EIGHTH: It is expressly agreed that the Husband and Wife shall in no way whatsoever, interfere with or molest one another and that they will, in no way, question the social life of the other and each will be free to pursue such a course of conduct as either may desire, and each of them specifically agree that they will not question and each of them will not bring up or testify to any occurrence or any action of the other which takes place after the date of the signing of this instrument. It is expressly agreed that in the event a final Judgment of Divorce is obtained between the parties, this Separation Agreement shall be incorporated in any such final Judgment and that under no circumstances, shall any Order or Decree obtained by either party in any proceeding involving this marriage, be inconsistent with the terms of this Agreement.

NINTH: It is expressly stated by the parties hereto that they have full and complete understanding of the terms of this Separation Agreement, that same has been explained to them and all questions answered pertinent thereto to each party's satisfaction and that each party has the right to seek further advice if they deem such necessary as to its terms and that they freely and voluntarily enter into same.

TENTH: Each of the parties hereto agrees to do any and all acts and other things necessary so as to put into full force and effect the terms and provisions of the Separation Agreement.

EXHIBIT C

herein.

ELEVENTH: It is agreed by the parties hereto that this Separation Agreement shall be binding upon them individually and upon their Administrators, Executors or Trustees in the event of either party's demise. It is expressly understood that each party's estate is subject to the terms of this Separation Agreement.

TWELFTH: It is expressly understood that either party can seek strict enforcement of this Separation Agreement through a Court of competent jurisdiction and that the party found to be violating same will be responsible for all attorneys' fees and costs incurred in enforcement thereof.

THIRTEENTH: This Separation Agreement may not be altered or amended orally, but only in writing executed with the same solemnity as this original Agreement or by a Court of competent jurisdiction as allowed by the terms of the Separation Agreement herein.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

WITNESSES:

Henry P. Strobel

James Lloyd Strobel
James Lloyd Strobel, Husband

As to execution by Husband

Henry P. Strobel

Zoie P. Strobel
Zoie P. Strobel, Wife

As to execution by Wife

STATE OF SOUTH CAROLINA)
COUNTY OF DORCHESTER)

PROBATE

PERSONALLY appeared before me Henry P. Strobel

and made oath that 5 he saw the within named JAMES LLOYD STROBEL, sign, seal and as his act and deed, deliver the within Separation Agreement, and that 5 he with James Lloyd Strobel witnessed the execution thereof.

SWORN to before me this 5

day of March, 1977.

(SEAL)

NOTARY PUBLIC OF SOUTH CAROLINA - MY COMM. EXP: _____

EXHIBIT C

STATE OF SOUTH CAROLINA)

COUNTY OF DORCHESTER)

PROBATE

PERSONALLY appeared before me

Meier and made oath that S he saw the within named ZOIE P.

STROBEL, sign, seal and as her act and deed, deliver the within

Separation Agreement, and that S he with James H

Reisinger witnessed the execution thereof.

SWORN to before me this 4th

day of MARCH, 1977.

(SEAL)
NOTARY PUBLIC OF SOUTH CAROLINA

MY COMMISSION EXPIRES: _____

EXHIBIT D

LAW OFFICES
GORDON H. GARRETT

P. O. BOX 5247
304 EAST MONTAGUE AVENUE
NORTH CHARLESTON, S. C. 29406
803 554-5515

December 4, 1979

The Honorable Doris Simmons
Clerk of Court of Dorchester County
Post Office Box 1437
Summerville, South Carolina 29483

In Re: Strobel versus Strobel

Dear Ms. Simmons:

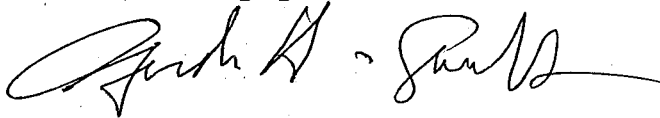
I am forwarding herewith a Summons and Petition in the above mentioned case and a copy of the Summons and Petition which I would appreciate you forwarding to the Sheriff's Office for service.

The Respondent resides at Route 3, Box 175, Ridgeville, South Carolina.

Also enclosed is a check for recording and service fees.

With kind regards, I am

Sincerely yours,



Gordon H. Garrett

dl

Enclosures

EXHIBIT D

STATE OF SOUTH CAROLINA)
COUNTY OF DORCHESTER)

IN THE FAMILY COURT

79-627

ZOIE P. STROBEL,)
Petitioner,)

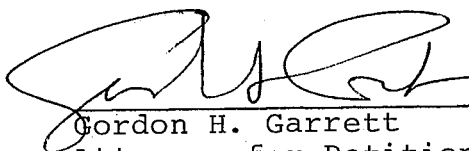
-vs-

S U M M O N S

JAMES LLOYD STROBEL, III)
Respondent.)

TO THE RESPONDENT above named.

You are hereby summoned and required to answer the Complaint in this action of which a copy is herewith served upon you, and to serve a copy of your answer to the said Complaint on the subscriber at his office at 304 East Montague, City of North Charleston, State of South Carolina, within twenty days after the service hereof; exclusive of the day of such service; and if you fail to answer the Complaint within the time aforesaid, the petitioner in this action will apply to the Court for the relief demanded in the Complaint.



Gordon H. Garrett
Attorney for Petitioner

Charleston, South Carolina

December 3, 1979.

Countersigned

Prunella Carr
Clerk of Court

EXHIBIT D

STATE OF SOUTH CAROLINA)
COUNTY OF DORCHESTER)

IN THE FAMILY COURT

ZOIE P. STROBEL,)
Petitioner,)

-vs-

P E T I T I O N

JAMES LLOYD STROBEL, III)
Respondent.)

The Complaint of the Petitioner, Zoie P. Strobel, shows:

FIRST: Petitioner is a resident of the County of Charleston, State of South Carolina. Respondent is a resident of the County of Dorchester, State of South Carolina.

SECOND: That on March 4, 1977, Petitioner and Respondent for a good and sufficient consideration entered into a property and separation agreement, a copy of which is attached hereto, which was amended on July 17, 1978, a copy of which is also attached hereto, which among other things provided:

41
848
"FOURTH: (c) The parties re-confirm that the husband shall pay bi-weekly, on the 5th and 20th of each month, unto the Wife as alimony, the sum of Two Hundred (\$200.00) Dollars per month. The alimony herein set out shall terminate immediately upon the re-marriage of the Wife and said payments are to be made to the Wife at her present address: Route 3, Box 175, Ridgeville, South Carolina. If the Wife shall move, she agrees to furnish the Husband her new address.

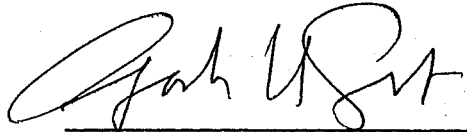
In all other respects, the Separation Agreement heretofore entered into by the parties on the 4th day of March, 1977 is confirmed."

EXHIBIT D

THIRD: Following said separation agreement Respondent sought and obtained a divorce from the Dominican Republic which was granted on March 15, 1977. Said agreement was amended after divorce on July 17, 1978.

FOURTH: Respondent has not paid alimony since October 20, 1979.

WHEREFORE, Petitioner prays for an order requiring that the sum the Respondent has agreed to pay be paid through the Clerk of Court of Dorchester County.



Gordon H. Garrett
Attorney for Petitioner

North Charleston, South Carolina

~~November~~ 3, 1979

#2
GHS

EXHIBIT D

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

VERIFICATION

PERSONALLY appeared before me, Zoie P. Strobel,
who, being duly sworn, deposes and says that she is
the petitioner in the foregoing action; that she has
read the within petition and that the facts stated
therein are true of her knowledge.

Zoie P. Strobel

SWORN AND SUBSCRIBED to before me
this 3 day of December, 1979.

John H. Smith

Notary Public for South Carolina
My Commission Expires: March 6, 1980

43
SUS

EXHIBIT E

STATE OF SOUTH CAROLINA)
COUNTY OF DORCHESTER)

IN THE FAMILY COURT
Case No.

JAMES LLOYD STROBEL,)
Petitioner,)

vs.)

SUMMONS

ZOIE P. STROBEL,)
Respondent)

TO THE RESPONDENT ABOVE NAMED:

YOU ARE HEREBY SUMMONED and required to answer the Petition in this action, a copy of which is herewith served upon you, and to serve a copy of your Answer to the said Petition on the Petitioner or his Attorneys, Grover C. Seaton, III., Esquire of the firm of Paul and Seaton, Attorneys for Petitioner, 3370 Rivers Avenue, P. O. Box 4127, Charleston Heights, S. C., 29405, within twenty (20) days after the service hereof, exclusive of the day of such service, and if you fail to Answer the Petition within the time aforesaid, the Petitioner in this action will apply to the Court for the relief demanded in the Petition.

Dated at Charleston Heights, South Carolina, on the 7th day of September, 1977.

PAUL and SEATON
By: Charles Seaton III
Attorneys for Petitioner

Countersigned by:

JUDGE, The Family Court of
the 9th Judicial Circuit

or

Margaret Bern
Clerk of Court

EXHIBIT E

STATE OF SOUTH CAROLINA)
COUNTY OF DORCHESTER) IN THE FAMILY COURT
Case No.

JAMES LLOYD STROBEL,)
Petitioner,)
vs.) PETITION
ZOIE P. STROBEL,)
Respondent.)

PETITIONER ALLEGES:

1.

That he and the Respondent were formerly husband and wife and that the Respondent is a citizen and Resident of the County of Dorchester, State aforesaid, and that the subject matter is properly before this Court.

2.

That prior to the aforestated divorce, the parties hereto entered into a Separation Agreement on March 4, 1977. Said Agreement was duly filed and recorded in the Office of the Clerk of Court for Dorchester County in Volume 307, Page 114, a copy of which is hereby attached and made part and parcel hereof.

3.

That the Petitioner brings this action to enforce part of the aforementioned Agreement as set out in Paragraph 3, that provides, inter alia, that the husband was to have exclusive right to sell the marital home located at Route 3, Ridgeville, South Carolina, for a period of four (4) months.

4.

That the Respondent has failed and refused to allow the house to be listed and exhibited for sale in conformity with the Agreement and has, instead, insisted that the expiration date of the exclusive right has expired and that she is now entitled to the real estate by fee simple title.

EXHIBIT E

5.

That the aforementioned Agreement, in Paragraph 12, sets out that any violation by any party of said Agreement can be strictly enforced in a Court of competent jurisdiction and that upon adjudication of fault as to one of the parties, that party will be responsible for Attorneys fees and costs incurred in the enforcement of said Agreement.

WHEREFORE, Petitioner prays as follows:

(a) For an Order of this Court enforcing his rights under the Separation Agreement to list and show the subject property for a time period as set out in said Agreement.

(b) For Attorneys fees and costs in this action.

(c) For such other and further relief as this Honorable Court may deem just, necessary and proper.

PAUL and SEATON

By:


Attorneys for Petitioner

Charleston Heights, S. C.

September 7, 1977.

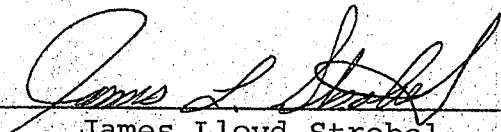
EXHIBIT E

STATE OF SOUTH CAROLINA,)

VERIFICATION

COUNTY OF CHARLESTON)

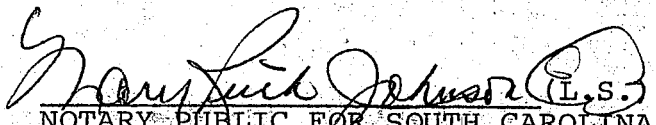
PERSONALLY APPEARED before me, JAMES LLOYD STROBEL
_____, who, being first duly sworn, deposes and
says; that he is the Petitioner in the within
action; that he has read the foregoing Petition
_____ and the allegations contained therein are
true and correct of his own knowledge, save and except
those allegations on information and belief, which he
believes to be true.



James Lloyd Strobel

SWORN to before me this

7th day of September, 19 77



NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission Expires: 12/23/79

EXHIBIT F

STATE OF SOUTH CAROLINA)
COUNTY OF DORCHESTER)

IN THE FAMILY COURT
Case No.

JAMES LLOYD STROBEL,)
Petitioner,)
-versus-)
ZOIE P. STROBEL,)
Respondent.)

SPECIAL APPEARANCE

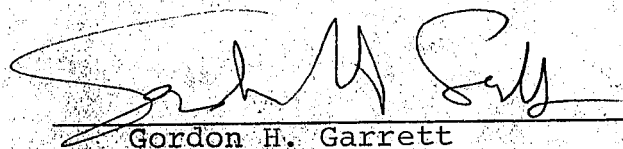
NOTICE AND MOTION

TO QUASH

TO: Grover C. Seaton, III, Esquire
Attorney for the Petitioner

PLEASE TAKE NOTICE:

THAT, the undersigned attorney for the Respondent will move before the Honorable Sidney B. Jones, Judge for the Family Court for Dorchester County on the 18th day of October, 1977 at 9:00 in the forenoon by a special appearance to object soely to jurisdiction, for an Order quashing the within process in that it is a proceeding that involves title to real estate which is not within the jurisdiction of the Family Court.



Gordon H. Garrett
Attorney for the Respondent

Charleston, South Carolina.

October 11, 1977.

LICENSE AND CERTIFICATE FOR MARRIAGE

STATE OF SOUTH CAROLINA
CHARLESTON

80-40

078 0306

LICENSE NUMBER			COUNTY		
GROOM-NAME (FIRST) (MIDDLE) (LAST)			BIRTHDATE (MONTH, DAY, YEAR)		AGE
(1) OLLIE MOORE OGLETREE, JR.			(2a) DECEMBER 3, 1939		(2b) 40
BIRTHPLACE (State or foreign country)		RACE	RESIDENCE (Street and Number)		
(3) SOUTH CAROLINA		(4) WHITE	(5a) 707 NOMAD LANE		
CITY, TOWN OR LOCATION		COUNTY	STATE	NO. OF THIS MARRIAGE (1st, 2nd, etc.)	
(5b) MT. PLEASANT		(5c) CHARLESTON	(5d) SOUTH CAROLINA	(6) 3rd	
BRIDE-NAME (FIRST) (MIDDLE) (LAST)			BIRTHDATE (MONTH, DAY, YEAR)		AGE
(7) ZOIE PHILIPPS STROBEL			(8a) NOVEMBER 22, 1941		(8b) 38
BIRTHPLACE (State or foreign country)		RACE	RESIDENCE (Street and Number)		
(9) SOUTH CAROLINA		(10) WHITE	(11a) 2362 PARSONAGE ROAD, APT. 15-D		
CITY, TOWN OR LOCATION		COUNTY	STATE	NO. OF THIS MARRIAGE (1st, 2nd, etc.)	
(11b) CHARLESTON		(11c) CHARLESTON	(11d) SOUTH CAROLINA	(12) 2nd	
MAIDEN NAME OF BRIDE (If Different From Above)					
(13) PHILIPPS					

Application for a license was filed with this court at 2:20p M., on the 7th day of January, 1980. These are, therefore, to authorize any person qualified to perform marriage ceremonies to perform the marriage ceremony for the persons above named, and for the so doing this shall be sufficient warrant; Given: under my hand and seal at 3:55p M., this the 11th day of JANUARY, A.D. 1980.

Anna G. Hunt
Signature of Issuing Officer

DIRECTOR OF MARRIAGE BUREAU

Title of Issuing Officer

GROOM-Signature			BRIDE-Signature		
(14) <i>Ollie Moore Ogletree Jr.</i>			(15) <i>Zoie Philipps Strobel</i>		
I certify that the above named persons were married on			Place of Marriage		
(16) January 18, 1980			(17) Charleston, SOUTH CAROLINA		
OFFICIANT-Signature			OFFICIANT-Title		
(18a) <i>Betty Lancer</i>			(18b) Notary Public		
OFFICIANT-Mailing Address					
(18c) Betty Lancer P. O. Box 669 Charleston, S. C. 29402					

Attest: A True Copy

pm. Seath
Clark Probate Court
Charleston County, South Carolina

80-40

No.

The State of South Carolina
COUNTY OF CHARLESTON.....
IN THE PROBATE COURT

MARRIAGE LICENSE
TO

OLLIE MOORE OGLETREE, JR.
.....

AND

ZOIE PHILIPPS STROBEL
.....

NOTICE

The Law requires that two of these Li-
censes be returned by party performing the
ceremony to ~~GUS.....H.T.....PEARLMAN.....~~
Probate Judge, within fifteen days, the other
to be delivered to contracting parties.

Attest: A True Copy

P.M. Beathers

Clerk Probate Court
Charleston County, South Carolina

LICENSE AND CERTIFICATE FOR MARRIAGE

STATE OF SOUTH CAROLINA
CHARLESTON

80-40

0 7 8 0 3 0

LICENSE NUMBER

COUNTY

GROOM-NAME (FIRST) (MIDDLE) (LAST) OLLIE MOORE OGLETREE, JR.			BIRTHDATE (MONTH, DAY, YEAR) DECEMBER 3, 1939	AGE 40
(1) BIRTHPLACE (State or foreign country) SOUTH CAROLINA	RACE WHITE	RESIDENCE (Street and Number) 707 NOMAD LANE		
(3) CITY, TOWN OR LOCATION MT. PLEASANT	COUNTY CHARLESTON	STATE SOUTH CAROLINA	NO. OF THIS MARRIAGE (1st, 2nd, etc.) 3rd	
BRIDE-NAME (FIRST) (MIDDLE) (LAST) ZOIE PHILIPPS STROBEL			BIRTHDATE (MONTH, DAY, YEAR) NOVEMBER 22, 1941	AGE 38
(7) BIRTHPLACE (State or foreign country) SOUTH CAROLINA	RACE WHITE	RESIDENCE (Street and Number) 2362 PARSONAGE ROAD, APT. 15-D		
(9) CITY, TOWN OR LOCATION CHARLESTON	COUNTY CHARLESTON	STATE SOUTH CAROLINA	NO. OF THIS MARRIAGE (1st, 2nd, etc.) 2nd	
MAIDEN NAME OF BRIDE (If Different From Above) PHILIPPS				

2:20p. 7th January 80

We hereby make application for a marriage license and solemnly swear that all of the statements contained in the above application are true. We further make oath that there is no legal impediment to such marriage.

Ollie M Ogletree Jr
Signature of Groom

Subscribed and sworn to before me this

(Date)

January 7, 1980

2:20p

M.

Zoie P Strobel
Signature of Bride

Charles Grant
Probate Judge

(Deputy/Assistant)

PARENTS CONSENT

being first duly sworn deposes and says that he/she is the

of _____ who was born on _____ in _____ that he/she hereby consents to

his/her marriage to _____
Bride or Groom Signature of Parent

subscribed and sworn to before me this _____ (Date) _____ Probate Judge (Deputy/Assistant)

Attest: A True Copy

P.M. Beathery

Clerk Probate Court
Charleston County, South Carolina

EXHIBIT H

STATE OF SOUTH CAROLINA	)	IN THE PROBATE COURT
COUNTY OF CHARLESTON	)	CASE NO: 2022-ES-10-00235
	)	
IN RE: ESTATE OF	)	
JAMES L. STROBEL, Deceased,	)	
	)	
DANIEL LLOYD STROBEL;	)	
JAMES ANDREW STROBEL; JOHN	)	AMENDED ANSWER AND
ANTHONY STROBEL; and	)	COUNTERCLAIM
PETER NICHOLAS STROBEL	)	
Petitioners,	)	
	)	<u>JURY TRIAL DEMANDED</u>
vs.	)	
	)	
PAULA M. STROBEL, as Personal Representative	)	
of the Estate of James L. Strobel and individually;	)	
and DOROTHY ELIZABETH STROBEL BELL, as	)	
an interested person,	)	
	)	
Respondents.	)	

Respondent Paula M. Strobel, individually and as Personal Representative of the Estate of James L. Strobel, by and through her undersigned counsel, hereby this Amended Answer to the Amended Petition for Formal Testacy and Appointment (the "Petition") filed by Petitioners.

AS TO THE PETITION **FOR A FIRST DEFENSE**

1. The allegations of Petitioners' Petition, unless specifically admitted or qualified herein, are denied and strict proof thereof by clear and convincing evidence is demanded.
2. The allegations of Paragraph 1 are admitted.
3. The allegations of Paragraphs 2-5, upon information and belief, are admitted.
4. Answering Paragraph 6, Respondent admits only that Petitioners appear to be claiming an interest in the Estate, but Respondent denies that they are entitled to such.
5. Upon information and belief, the allegations of Paragraphs 7-9 are admitted.

EXHIBIT H

6. Answering Paragraphs 10-14, Respondent states that Decedent and Zoie entered into a Separation Agreement on or near March 4, 1977, and craves reference to the document and denies any allegations inconsistent therewith. In further response, Respondent states that Decedent and Zoie were divorced by court order of the Dominican Republic on or about March 15, 1977. Respondent denies all other factual allegations, legal conclusions, and/or assertions regarding the same.

7. Respondent is without sufficient information to confirm or deny the allegations of Paragraphs 15-17 and therefore denies the same and demands strict proof thereof.

8. Paragraphs 18-19 state legal conclusions to which no response is required, however, to the extent a response is required, Respondent denies the same, demands strict proof thereof, and further states that the legal conclusions therein are void and contrary to order(s) of the South Carolina Family Court.

9. Answering paragraph 20, Respondent admits that she and the Decedent were married on April 29, 1977. The remaining allegations of that paragraph are denied.

10. Paragraphs 21-22 are admitted.

11. Answering paragraph 23, Respondent craves reference to the document referenced therein and denies all allegations inconsistent therewith. All other allegations and legal conclusions are denied.

12. Respondent denies the allegations of Paragraphs 24-26.

13. Answering Paragraph 27, Respondent admits only that Decedent executed his Last Will and Testament on March 24, 2003. Respondent denies that Decedent was still married to Zoie at the time.

14. Paragraph 28 is admitted.

EXHIBIT H

15. Paragraphs 29-31 state legal conclusions to which no response is required. To the extent a response is required, Respondent denies the same and demands strict proof thereof.

16. Answering Paragraph 32, Respondent admits that Decedent died on January 3, 2022, but denies all other allegations and demands strict proof thereof. Respondent specifically denies that Zoie was still married to the Decedent and that she is the surviving spouse of the Decedent.

17. Paragraph 33 is admitted.

18. Answering Paragraph 34, Respondent states that she was married to Decedent and she was appointed as Personal Representative of the Estate by the South Carolina Probate Court pursuant to Decedent's Will, which is a valid will under South Carolina law. Respondent denies all allegations inconsistent with the same.

19. Paragraph 35 is admitted.

20. Answering Paragraph 36, Respondent admits only that she was aware of a Separation Agreement between her husband (Decedent) and his ex-wife prior to her husband's death but denies that she knew of its provisions or its effect.

21. Paragraphs 37-39 refer to documents and assert legal conclusions to which no response is required. To the extent a response is required, Respondent craves reference to the documents, denies any statements inconsistent with the same, and further denies all other allegations.

22. Respondent denies the allegations of Paragraphs 40 and 41.

23. Answering 42, Respondent craves reference to the Inventory and Appraisement filed with the Probate Court and denies any allegations inconsistent with the same.

24. Paragraph 43 is admitted.

EXHIBIT H

25. Answering Paragraphs 44-47, Respondent admits only that Respondent and Decedent, as husband and wife, owned real property, assets, and held joint accounts. Respondent denies all other allegations and demands strict proof thereof.

26. Respondent denies the allegations of Paragraphs 48-49 and demands strict proof thereof.

27. Answering Paragraph 50, Respondent admits only that Decedent had five children (the Petitioners and Dorothy) but denies that Zoie is his surviving spouse.

28. Respondent denies the allegations of Paragraphs 51-55 and demands strict proof thereof.

29. Answering Paragraphs 56-58, Respondent admits only that, upon information and belief, jurisdiction and venue are proper. Respondent denies all other allegations.

AS TO THE FIRST CAUSE OF ACTION **(Declaratory Judgment)**

30. Respondent repeats and realleges each and every preceding paragraph as if each were fully repeated verbatim herein.

31. Paragraph 59 does not state an allegation of fact, and accordingly, an answer is not required. To the extent an allegation of fact is alleged, Respondent denies it and demands strict proof thereof.

32. Paragraphs 60-62 quote from, and refer to, South Carolina statutes and a court rule. No response is required. To the extent a response is required, Respondent denies the same and demands strict proof thereof.

33. Paragraphs 63-76 state legal conclusions to which no response is required. To the extent a response is required, Respondent denies the same and demands strict proof thereof.

EXHIBIT H

AS TO THE SECOND CAUSE OF ACTION **(Breach of Contract/Breach of Covenant of Good Faith & Fair Dealing—Specific Performance)**

34. Respondent repeats and realleges each and every preceding paragraph as if each were fully repeated verbatim herein.

35. Paragraph 77 does not state an allegation of fact, and accordingly, an answer is not required. To the extent an allegation of fact is alleged, Respondent denies it and demands strict proof thereof.

36. Paragraphs 78-79 state legal conclusions to which no response is required. To the extent a response is required, Respondent denies the same and demands strict proof thereof.

37. Answering Paragraph 80, Respondent admits only that she was appointed Personal Representative of the Estate and filed an Inventory and Appraisal. Respondent craves reference to the document and denies all allegations inconsistent with the same. All other allegations and legal conclusions are denied.

38. Paragraphs 81-87 state legal conclusions to which no response is required. To the extent a response is required, Respondent denies the same and demands strict proof thereof

AS TO THE THIRD CAUSE OF ACTION **(Breach of Contract/Breach of Covenant of Good Faith & Fair Dealing—Actual Damages)**

39. Respondent repeats and realleges each and every preceding paragraph as if each were fully repeated verbatim herein.

40. Paragraph 88 does not state an allegation of fact, and accordingly, an answer is not required. To the extent an allegation of fact is alleged, Respondent denies it and demands strict proof thereof.

EXHIBIT H

41. Paragraphs 89-94 state legal conclusions to which no response is required. To the extent a response is required, Respondent denies the same and demands strict proof thereof

AS TO THE FOURTH CAUSE OF ACTION **(Breach of Fiduciary Duty)**

42. Respondent repeats and realleges each and every preceding paragraph as if each were fully repeated verbatim herein.

43. Paragraph 95 does not state an allegation of fact, and accordingly, an answer is not required. To the extent an allegation of fact is alleged, Respondent denies it and demands strict proof thereof.

44. Paragraphs 96 and 97 state legal conclusions to which no response is required. To the extent a response is required, Respondent denies the same and demands strict proof thereof.

45. Paragraph 98 is admitted.

46. Paragraph 99 is denied.

47. Paragraph 100 is admitted.

48. Paragraphs 101-102 state legal conclusions to which no response is required. To the extent a response is required, Respondent denies the same and demands strict proof thereof.

AS TO THE FIFTH CAUSE OF ACTION **(Unjust Enrichment/Constructive or Resulting Trust)**

49. Respondent repeats and realleges each and every preceding paragraph as if each were fully repeated verbatim herein.

50. Paragraph 103 does not state an allegation of fact, and accordingly, an answer is not required. To the extent an allegation of fact is alleged, Respondent denies it and demands strict proof thereof.

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51. Paragraphs 104-107 state legal conclusions to which no response is required. To the extent a response is required, Respondent denies the same and demands strict proof thereof.

AS TO THE SIXTH CAUSE OF ACTION **(Removal of Personal Representative)**

52. Respondent repeats and realleges each and every preceding paragraph as if each were fully repeated verbatim herein.

53. Paragraph 108 does not state an allegation of fact, and accordingly, an answer is not required. To the extent an allegation of fact is alleged, Respondent denies it and demands strict proof thereof.

54. Paragraph 109-111 state legal conclusions to which no response is required. To the extent a response is required, Respondent denies the same and demands strict proof thereof.

AS TO THE SEVENTH CAUSE OF ACTION **(Attorney's Fees and Costs)**

55. Respondent repeats and realleges each and every preceding paragraph as if each were fully repeated verbatim herein.

56. Paragraph 112 does not state an allegation of fact, and accordingly, an answer is not required. To the extent an allegation of fact is alleged, Respondent denies it and demands strict proof thereof.

57. Paragraph 113 states a legal conclusion to which no response is required. To the extent a response is required, Respondent denies the same and demands strict proof thereof.

AS TO PETITIONERS' REQUESTED RELIEF

58. Respondent denies that Petitioners are entitled to any of the relief demanded in their WHEREFORE clause, including sections (a)-(v), and demands strict proof thereof.

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FOR A SECOND DEFENSE **(Failure to State a Claim)**

59. Respondent repeats and realleges each and every preceding paragraph as if each were fully repeated verbatim herein.

60. The Petition fails to state a cause of action or claim upon which relief can be granted and should be dismissed as a matter of law.

FOR A THIRD DEFENSE **(Unclean Hands)**

61. Respondent repeats and realleges each and every preceding paragraph as if each were fully repeated verbatim herein.

62. Petitioners' claims are barred, in whole or in part, by the doctrine of unclean hands.

FOR A FOURTH DEFENSE **(Laches)**

63. The Respondent repeats and realleges each and every preceding paragraph as if each were fully repeated verbatim herein.

64. Petitioners' claims are barred, in whole or in part, by the doctrine of laches.

FOR A FIFTH DEFENSE **(Waiver, Estoppel, Consent and In Pari Delicto)**

65. The Respondent repeats and realleges each and every preceding paragraph as if each were fully repeated verbatim herein.

66. Petitioners' claims are barred, in whole or in part, by the doctrines of waiver, judicial estoppel, equitable estoppel, consent, and in pari delicto.

FOR A SIXTH DEFENSE **(Condonation)**

67. The Respondent repeats and realleges each and every preceding paragraph as if each were fully repeated verbatim herein.

EXHIBIT H

68. Petitioners' claims are barred, in whole or in part, by the doctrine of condonation.

FOR A SEVENTH DEFENSE **(Failure to Mitigate)**

69. The Respondent repeats and realleges each and every preceding paragraph as if each were fully repeated verbatim herein.

70. To the extent Petitioner suffered any damages as a result of the allegations in the Petition, they failed to mitigate them.

FOR AN EIGHTH DEFENSE **(S.C. Code 62-2-701 and 32-3-10)**

71. The Respondent repeats and realleges each and every preceding paragraph as if each were fully repeated verbatim herein.

72. Petitioners' claims are barred, in whole or in part, by S.C. Code Sections 62-2-701 and 32-3-10.

FOR A NINTH DEFENSE **(Subject Matter Jurisdiction)**

73. The Respondent repeats and realleges each and every preceding paragraph as if each were fully repeated verbatim herein.

74. This Court lacks subject matter jurisdiction over some or all of Plaintiff's claims.

FOR A TENTH DEFENSE **(Res Judicata)**

75. The Respondent repeats and realleges each and every preceding paragraph as if each were fully repeated verbatim herein.

76. Petitioners' claims are barred, in whole or in part, by the doctrine of res judicata.

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FOR AN ELEVENTH DEFENSE **(Standing)**

77. The Respondent repeats and realleges each and every preceding paragraph as if each were fully repeated verbatim herein.

78. Petitioners lack standing to bring these claims and therefore the lawsuit should be dismissed.

FOR A TWELFTH DEFENSE **(Consideration, Lack of Definitiveness, Breach of Contract, Frustration of Purpose)**

79. The Respondent repeats and realleges each and every preceding paragraph as if each were fully repeated verbatim herein.

80. Petitioners' claims are barred and the agreement fails because the consideration contemplated under the agreement failed or otherwise was not provided, the agreement is ambiguous to the point that it cannot be enforced, the agreement lacks definitiveness as to material terms, and further because Zoie breached the agreement and as such neither she nor her third party beneficiaries are entitled to enforce an agreement Zoie breached.

81. Finally, the agreement fails because its material purpose was frustrated,

FOR A TWELFTH DEFENSE **(Reservation)**

82. Respondent reserves the right to supplement or amend her Answer to include additional defenses which may develop through the course of litigation.

IN FURTHER DEFENSE BY WAY OF COUNTERCLAIM **(Unjust Enrichment)**

83. Respondent restates and realleges each of her prior responses as if fully set forth herein.

EXHIBIT H

84. Respondent was the spouse and partner of Decedent for several decades and provided Decedent with marital services and financial contributions.

85. The parties to this action, including all interested parties, recognized Respondent as the spouse of Decedent.

86. Respondent was employed for over thirty years and her income was used to pay for mortgages and bills associated with the real property owned by her and Decedent.

87. Respondent also paid for, maintained, and improved the real property that Petitioners assert claim to, and it would be unfair for them to receive the real property (or the market value thereof) in light of the same.

88. By virtue of the above conduct, a valuable benefit has been conferred upon the Estate and/or Petitioners. Allowing Petitioners and/or any other interested party to reap the benefit without paying its value to Respondent would be inequitable and unjust under the circumstances. As such, Petitioners, the Estate, or any other interested party owe Respondent the reasonable value of the benefits conferred in an amount to be determined by the trier of fact.

WHEREFORE, Respondent prays that Petitioners' Amended Petition be denied and dismissed; that the Court award Respondent her litigation costs and expenses in defending against the Amended Petition; and that the Court award such further equitable and legal relief as the Court deems just and proper.

DEMAND FOR TRIAL BY JURY

Pursuant to Rule 38(b) of the South Carolina Rules of Civil Procedure, Respondent hereby demands a trial by jury in this action for all issues so triable.

[SIGNATURE ON FOLLOWING PAGE]

EXHIBIT H

s/Bijan K. Ghom

Elizabeth J. Palmer

Bijan K. Ghom

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ATTORNEYS FOR RESPONDENT
PAULA M. STROBEL

Charleston, South Carolina
December 18, 2023

EXHIBIT I

STATE OF SOUTH CAROLINA) IN THE FAMILY COURT
COUNTY OF CHARLESTON) C.A. NO. 2024-CP-10-04752

DANIEL LLOYD STROBEL ET AL
Plaintiff(s),
versus
PAULA STROBEL ET AL
Defendant(s).

H E A R I N G

Before The Honorable Thomas J Rode

DATE: August 27, 2025
LOCATION: Charleston County Family Court
TRANSCRIBED BY: Jane Daniel

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1 APPEARANCES:

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3 Rosen Hagood

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5 PO BOX 893

6 Charleston SC 29402

7 Attorney for the Plaintiff,

8

9 BIJAN K. GHOM, Esquire

10 Saxton & Stump

11

12 J. ASHLEY TWOMBLEY, Esquire

13 Twenge + Twombley, LLC

14 311 Carteret St

15 Beaufort SC 29902

16 Attorneys for the Defendant,

17

18 ALSO PRESENT:

19 P. MICHAEL DUPREE, Esquire

20 147 Wappoo Creek Drive Suite 305

21 Charleston SC 29412

22 Attorney the Interested Person,

23

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EXHIBITS

10 (None Marked)

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24 (THIS TRANSCRIPT MAY CONTAIN QUOTED MATERIAL. SUCH MATERIAL
25 IS REPRODUCED AS READ OR QUOTED BY THE SPEAKER.)

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1 PROCEEDINGS

2 THE COURT: All right. Good afternoon. Good
3 afternoon. All right. We are here for 2024-CP-10-04752,
4 Strobel v. Strobel. We have -- I assume by the way you're
5 nacking, you're not going to tell me, we resolved them all in
6 the hallway and we're done.

7 MR. TWOMBLEY: No, your Honor. But I -- I want to
8 apologize, if I wouldn't let him know about this, but some of
9 these motions for summary judgment were heard months ago, and
10 the Court continued them and entered an order saying that
11 some other motions needed to be heard first, and discovery
12 done --

13 THE COURT: Okay.

14 MR. TWOMBLEY: -- and all those motions were resolved.
15 I've got a copy of that order by --

16 THE COURT: Yeah, if you don't mind.

17 MR. TWOMBLEY: May I approach, your Honor?

18 THE COURT: Yeah.

19 MR. TWOMBLEY: Thank you.

20 THE COURT: Thank you. While I look at this, if you
21 guys would just identify yourselves for the benefit of the
22 record.

23 MR. BLANCHARD: Frank Blanchard of Rosen Hagood, on
24 behalf of the plaintiffs, Daniel Strobel, James Strobel, John
25 Strobel and Peter Strobel.

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1 THE COURT: Thank you, sir.

2 MR. TWOMBLEY: And, your Honor, I'm Ashley Twombley. I
3 represent the person representing the estate, Paula Strobel,
4 or (inaudible).

5 MR. GHOM: Bijan Ghom of Saxton & Stump for the
6 respondent, Paula Strobel.

7 THE COURT: Thank you, gentlemen. All right.

8 MR. BLANCHARD: Your Honor -- I'm sorry.

9 THE COURT: Go ahead -- go ahead.

10 MR. BLANCHARD: I was just going to say this is the
11 first notice that I've received that they were not going to
12 argue to summary judgment motions today. If they were on the
13 roster, they've been noticed for -- this -- this is actually
14 the fourth time I've showed up to argue a summary judgment
15 motion. And (inaudible). But I'll be glad to listen to your
16 Honor.

17 MR. TWOMBLEY: I would like the opportunity to explain,
18 your Honor.

19 THE COURT: All right. Mr. Twombley?

20 MR. TWOMBLEY: Yes, your Honor. Thank you. Your
21 Honor, this case got removed from the probate court
22 (inaudible). At the time of the removal, there were several
23 motions pending in the probate court.

24 When we came to circuit cCourt to argue motions in this
25 case, Mr. Blanchard said those prior motions that have been

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1 filed first and have been outstanding the longest amount of
2 time were out of the roster. So we didn't want to argue
3 those.

4 So we argued some other motions, and retired, and then
5 came back for a hearing. And despite the fact that we had
6 wrote the Circuit court and said that these motions that have
7 been filed in the probate court before it was removed needed
8 to be placed on the next roster. For some reason that didn't
9 happen.

10 And what happened at the last hearing, which is, in my
11 memory, somewhat, second time, but we did argue these
12 motions, at least to a certain extent, and some of the
13 motions that have not even been heard yet are motions to
14 amend pleadings.

15 My client filed a motion to amend her answer before the
16 case was even removed from probate court to Circuit court.
17 And while I will speak before Judge Doby, I think that he
18 recognized, number one, there were lots of different factual
19 issues out there, which discovery didn't solve. Number 2,
20 that it was asked to -- to be considered a motion for summary
21 judgement case when the pleadings were not even set yet. So
22 that is why the -- the Court noted that the plaintiff's
23 motion for partial summary judgement. Defendant's motions
24 were set to be here on June the fifth.

25 The matter is continued pending completion of motions

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1 to be filed and schedule. What he is saying there is what he
2 asked us to do. Is he said, "Contact the clerk about these
3 motions that were filed in Probate Court. If the clerk
4 cannot get those motions on the Circuit court roster, would
5 you please refile them? So that they can be filed in circuit
6 court. That way they will get on to a roster."

7 Fortunately, after several phone calls and a letter to
8 the clerk, she was finally able to place the motions that had
9 been filed in Probate Court on the roster to be heard in
10 Circuit court. And one of those, one that's, I think, the
11 oldest, the most basic is the peripheral representative was
12 motion to Defend Blanchard.

13 And the motion for pleading was filed prior to the case
14 was moved to Circuit court. Quite frankly, there was still a
15 lot of water under the bridge by then -- since then. And
16 there's even more reasons to amend pleadings in this case.
17 And, you know, I -- I'm just perplexed as to they -- they've
18 known about our request to amend (inaudible). I'm sorry.
19 Since May of 2024.

20 It was filed before any depositions were taken. And it
21 seems kind of perfunctory to me, but yet here we are in
22 August of 2025, and Mr. Blanchard would like to argue motions
23 for summary judgment that involved factual issues that the
24 judge previously continued, so that the motion to amend -- so
25 that the motion -- so -- so other motions can be heard, we

1 believe don't involve factual issues.

2 The last thing I would point out, your Honor, is that
3 we filed a motion, have the case to designated as complex.
4 We had a status conference last week with Judge McCoy. The
5 plaintiffs, you know, wanting a quick scheduling order to get
6 everything done. And what I proposed to Judge McCoy was that
7 we get the pleadings set, and we get some of these motions
8 for summary judgment that just address purely legal issues,
9 and not factual issues and we know what's left.

10 It might -- it might be in a much better position to
11 come up with a scheduling order, and -- and with the case
12 along, this is asy unique and complicated case involving a
13 couple who's married, they signed the separation agreement.
14 One of them allegedly went to the Dominican Republic to get a
15 divorce. One of the parties may or may not be cool about the
16 divorce.

17 They come a couple years later, they both remarried.
18 They've been married for 40 years, lived a life with their
19 new spouses, and now when James Strobel have died, so there's
20 a flood of litigation related to his second marriage, a
21 bigamous marriage, and real estate transactions that happened
22 throughout the life of these couples, life insurance
23 policies, bank accounts, 401(k)s, and irrevocable will that
24 may have supposed to have been executed.

25 Missing documents from the Florida County plea in

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1 Dorchester County. We've got a 36 deposition coming in
2 there, because there was a bunch of litigation and there's
3 missing records from it. We're not sure exactly what
4 happened there, but it is a complicated mess, like these
5 probate cases sometimes are.

6 And what -- what I really would like to happen today is
7 that not fight the Court, but hear the motion to amend. So
8 that Paula can file a new pleading. And I would then like to
9 -- I -- I do think there are certain issues in the summary
10 judgment motion. There are just purely legal questions that
11 do not involve with issues that we think the Court can
12 resolve.

13 And after that is done, we can get with Judge McCoy,
14 and she can decide whether or not she's going to designate
15 the case as complex. If she's not, then we'll have to get a
16 scheduling order from her, and if she is then we'll get a
17 scheduling order from the complex case, the actually judge.

18 I do not want to speak for Judge Mc boy, but it -- I
19 felt, in listening to her comments, that she believed that
20 this case was screaming out for a complex case designation.
21 And I believe it is a complex, and it does need one judge
22 (inaudible) because of the bar reaching relief to set aside
23 two married, bigamous, and just do all sort of things.

24 So there are -- is discovery outstanding depositions
25 that need to be taken, document custodian that have not been

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1 imposed yet. And it's -- we're just not ready, in my
2 opinion, to resolve motions for summary judgment that involve
3 factual issues set in the discovery's not -- not (inaudible).
4 I think that really answered your questions.

5 THE COURT: Did y'all talk about this before? I mean,
6 it seems like something that -- that -- Mr. Blanchard?

7 MR. BLANCHARD: I had come and had a conversation with
8 Mr. Twombly yesterday, and at no point during that
9 conversation did he mentioned that motion for summary
10 judgement (inaudible).

11 So this is news to me. This is another example of some
12 new things that's been going on in this case for about a year
13 and a half. Now, I would like to talk a little bit, your
14 Honor, (inaudible).

15 So we -- we filed this case in December of 2022 with my
16 client's four sons of the decedent, who died in January 2022.
17 In 1977, he was married to our client's mother. They shared
18 a separation agreement. That separation agreement has a
19 provision in it, that required him to make an irrevocable
20 will, everything is for the children. That leaves \$25,000
21 upfront and 50 percent of this estate, whichever is greater
22 to his four sons at equal shares.

23 That agreement was then later reaffirmed in 1978 by
24 Zoie, as their mother. Jim was a decedent. So in that -- in
25 2022 when Jim died, he left behind a will that does not

1 comply with the contract.

2 So we brought a lawsuit to enforce the contracts. We
3 proceeded in Probate Court for over a year. We had a
4 scheduling order in Probate Court. Prior discovery be
5 completed by March of 2024, and had a trial before the date
6 of June, 2024.

7 In April of 2024, the defendants then moved to remove
8 the case to the Circuit court after discovery had been
9 supposedly completed. We were in the eve of having a trial
10 set to delay the case.

11 So we're now pushed to Circuit court it appears, since
12 August of last year. So then we filed a motion for partial
13 summary judgement in November last year. It was initially
14 set for a hearing in front of Judge Christie Curtis in
15 January. It was continued at the request of the defendants.

16 It was then reset for a hearing in March in front of
17 Judge Hope, when the defense counsel had an emergency, so it
18 was continued again. We appeared in front of Judge Doby, I
19 think June 5th of this year, to argue these motions.

20 A -- a day or two before, or shortly before we had the
21 hearing, they filed a motion for a continuance, arguing they
22 needed to do a discovery, they needed to take our client's
23 depositions, and the depositions of Zoie the mother.

24 They've now taken three of the four plaintiff's
25 depositions, they taken Zoie's deposition. We actually had

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1 all four boys ready to give depositions, and opposing counsel
2 decided they didn't have enough time to -- to do it. So they
3 would reschedule. No efforts have been made to reschedule
4 since then. But we've been engaged in discovery.

5 So what happened last year, the motion that Twombly's
6 talking about, we had filed in the Probate Court a motion to
7 strike the defendant's request for a jury trial. The
8 defendant had filed a motion to amend her complaint -- excuse
9 me, amend her answer. To add a counterclaim for civil
10 conspiracy.

11 Although they've yet to actually file or submit a
12 proposed amended counterclaim to your Honor. Their motion
13 simply says, we want to add a claim of civil conspiracy, and
14 puts a label an there. But we don't know exactly what
15 they're going to add. But they filed that in Probate Court.

16 THE COURT: The motion, not the amended complaint.

17 MR. BLANCHARD: The motion. And if your Honor would
18 like I can hand you over a copy motion. It's pretty short.
19 So --

20 THE COURT: I think it may be the same motion to amend
21 that's --

22 MR. BLANCHARD: There has been --

23 THE COURT: The motion to amend that's on my roster is
24 a -- it's captioned to the probate.

25 MR. BLANCHARD: They just refiled it on June the 23rd,

1 which was a few weeks after the hearing in front of Judge
2 Doby. So when we got to the hearing in front of Judge Doby,
3 because we had refiled our motion to strike jury trial, and
4 -- and the Circuit court application removed, it was on the
5 roster for Judge Doby.

6 But when we show up to argue the motion, Mr. Twombly
7 says, "Well, I have a motion to amend the complaint out
8 there." That hasn't been heard yet. That wasn't in the
9 roster. So Judge Doby said, "Well I don't think I should
10 hear the motion to strike jury trial amendment until I hear
11 the -- until the motion to amend is heard." So he enters an
12 order, and I can hand a copy.

13 THE COURT: I've got those handed up. Is that the
14 Judge Doby's order from June 17th?

15 MR. BLANCHARD: No.

16 THE COURT: Oh, okay.

17 MR. BLANCHARD: It's actually July 30. So it's an
18 order deferring plaintiff's motion to strike jury trial
19 demand. It's a very short, I think, three-page order. And
20 in that he explained --

21 THE COURT: What day was -- what day was it?

22 MR. BLANCHARD: July 30th. Your Honor, if I could,
23 I've got a binder with some documents that would make this be
24 easier for you.

25 THE COURT: I see a -- one from July 31st.

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1 MR. BLANCHARD: It's just the family (inaudible) file.
2 So, your Honor, I think it's -- it's tab 8, it's the order --
3 it says, "Order deferring plaintiff's motion to strike jury
4 trial demand." And all that's Strobels. It was filed July
5 30th of this year by Judge Doby.

6 And if you look at page 2 of that order, well, the
7 bottom talks about that after removal of the case, we had
8 filed -- refiled our motion to strike, but the defendant had
9 not filed or refiled a motion to amend, and he filed a motion
10 to defer at the same time. So he was deferring ruling on the
11 motion to amend until it had been refiled and then set for a
12 hearing.

13 Well, after June 23rd, they then refiled their motion
14 to amend. It's now pending for court. I did not understand
15 the judge kept saying that summary judgment motions, our --
16 our motion, particularly cannot be heard today for any
17 reason. But we actually were going to argue those motions
18 from Judge Doby, but because the hearing was so long, we were
19 after 5:00 o'clock.

20 And Mr. Twombly was indicating that he needed an hour
21 in court to argue the motion. The judge essentially said, "I
22 don't have enough time to hear the motion, summary judgment
23 motion." So they were rescheduled for today. So that's the
24 situation with that.

25 Your Honor, if you would like to get the motion in

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1 first, I don't have a problem doing that. I -- I would be
2 glad to make arguments on it, but we are here to go forward
3 on our clients, on judgment motion. The defendants, in
4 response, have filed their own summary judgement motion.

5 There's a motion to amend the defendant's answer to add
6 a counterclaim, and then we filed a motion to strike the
7 defendant's jury trial demand, and she filed a motion for a
8 jury trial, which I think essentially kind of mirror the
9 opposite. They're images of each other. So that's what I
10 have prepared to argue for (inaudible).

11 MR. TWOMBLEY: Your Honor, (inaudible).

12 THE COURT: Yeah, but give me just a second.

13 MR. TWOMBLEY: Sure.

14 THE COURT: Who is Dorothy Bell?

15 MR. TWOMBLEY: She's my -- she my client, Paula
16 Strobels daughter.

17 THE COURT: All right. Mr. Blanchard, you -- you had
18 mentioned there -- there's another order, and you may have
19 been talking about this while I was looking at the order
20 deferring the motion to strike. There's also an order
21 granting a motion to dismiss counterclaims, and granting a
22 motion to strike a jury trial demand but only a Dorothy Bill.

23 MR. BLANCHARD: Correct. She was added in the Probate
24 Court because she is a daughter of the decedent, and as a
25 potential heir, we had to include her as a -- a party to the

1 lawsuit, even though there are no claim to serve against her.
2 We served her in January, 2023, with the original petition.
3 She did not answer or appear.

4 In September of 2023, while in the Probate Court we
5 amended the petition to add Zoie, plaintiff's mother's, the
6 decedent's wife, in 1977, because an issue that has arisen as
7 to whether the decedent ever validly divorced Zoie. Mr.
8 Twombly had mentioned this Dominican Republic divorce. What
9 ends up -- there's no record of a divorce decree that anybody
10 has ever been able to locate.

11 And even putting that aside, assuming there was a
12 divorce in Dominican Republic, Mr. Strobel was never a
13 resident in Dominican Republic. He and Zoie were both
14 residents of South Carolina the entire time. There's a state
15 statute that specifically employed, that that prevents
16 parties from going to another foreign jurisdiction, they're
17 not residents there. That got to be a -- a so-called quickie
18 divorce. Now --

19 THE COURT: Is Ms. Bell the daughter of Zoie, or is Ms.
20 Bell the daughter of Paula?

21 MR. BLANCHARD: She's the daughter of Paula and the
22 decedent.

23 THE COURT: Okay. All right. Noted. okay,

24 MR. BLANCHARD: Sorry I didn't clarify.

25 THE COURT: Now a dot's connected. Okay. Thank you.

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1 MR. BLANCHARD: So in September of 2023 we admitted the
2 petition to add Zoie as a party given she may have an
3 interest in this and also to put allegations or the
4 provisions of there about to give validity of the divorce in
5 1977. So because we hadn't added any new claims against
6 Dorothy, we didn't actually serve her the amending petition.

7 But in March of the following year, 2024, Mr. Twombly
8 was already representing Paula Strobel and volunteers to
9 accept service in the amending petition for Dorothy, which
10 was set upon. They -- they then filed an answer on Dorothy's
11 behalf as a number of counterclaims, like best enrichment,
12 civil conspiracy.

13 And when you read the counterclaim, it's very obvious
14 that Dorothy is trying to assert counterclaim on behalf of
15 her mother, Paula. They did that because they were out of
16 time to assert counterclaim on behalf of Paula. So they did
17 it through Dorothy. So we filed a motion to dismiss.

18 They then -- after filing those counterclaims, they
19 then removed the case to Circuit court, so we could go
20 forward in probate. When Judge Doby heard our motion to
21 dismiss the counterclaims in June, he issued this order in
22 July 3rd, dismissing Dorothy's counterclaims for a number of
23 reasons.

24 One, she didn't have standards to (inaudible), she's
25 trying to sue for her mother, but also because the civil

1 conspiracy counterclaim is a tort. It's an in-person claim
2 that Probate Court held, but because this case originated in
3 Probate Court and actually moved here, jurisdiction is -- is
4 the same as what the Probate Court have jurisdiction over.

5 The Probate Court didn't have jurisdiction over that
6 civil conspiracy claim. So Judge Doby dismissed it for that
7 subject matter jurisdiction. I think the same applies to
8 Paula's potential counterclaim. Again, we haven't seen what
9 it actually is, so I don't even know how the Court rules in
10 amending of a pleading, we don't even know what they amend
11 is. But at the prior hearing, opposing counsel did say to
12 Judge Doby that they intend to file the same counterclaim on
13 Paula's behalf, they had previously been asserted on
14 Dorothy's behalf.

15 Well, if you do that, Judge Doby has already dismissed
16 that counterclaim until there isn't a subject matter
17 jurisdiction. So they filed a motion all turned in this
18 order. He just -- just denied that motion I think on Monday
19 of misdemeanor order that was just given. So that is the
20 law, the case in this court.

21 So I'm arguing on the motion to amend. It shouldn't be
22 granted because there's actually not a proposed amended
23 pleading before the Court simply a label, and that's not a
24 cause of action. But even you put that aside, there's
25 already a ruling that there's not subject matter

1 jurisdictions over this potential claim. It shouldn't be
2 allowed (inaudible).

3 THE COURT: I appreciate you explaining that. I just
4 -- there's quite a few things in public index here. I'm
5 trying to -- all right. Mr. Twombley?

6 MR. TWOMBLEY: Yes, your Honor. First of all, about
7 these motion for summary judgement (inaudible) based on this
8 order, I mean, I thought Judge Doby was clear. He
9 specifically references the plaintiff's motion for partial
10 summary judgment. Defendant's motion for partial summary
11 judgment were set to be heard.

12 This matter is continued -- I think when he said this
13 matter, saying those motions, because they were only two he
14 listed. "This matter is continued pending completion of the
15 motions to be filed and scheduled." What he's saying is that
16 the motions for summary judgment are going to be continued
17 until sometime in the future. "Until motions, he's talking
18 about motions to amend and the motions for pleading, set are
19 filed and schedule.

20 Parties have 15 days to notify the clerk of court of
21 any motions and/or refile them." He's talking about the ones
22 that were previously filed in Probate Court. And then he
23 says, "This issue arose from the transfer of a case from a
24 Circuit court and then the probate. These motions need to be
25 scheduled as soon as possible." He's talking about the

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1 motions that were --

2 THE COURT: Motion to amend the complaint, motion to --
3 to certify a jury trial.

4 MR. TWOMBLEY: Correct. And once those are completed
5 and the pleadings are set, what he's saying is, then we can
6 talk about motions for summary judgement.

7 THE COURT: Mr. Clerk, what -- it didn't -- public
8 index shows me that there was notice of today's hearing sent
9 July 25th for one, two, three, four motions.

10 THE CLERK: Correct.

11 THE COURT: Can you pull those up and see what those
12 are?

13 THE CLERK: I'm check that right now. You said on July
14 25th

15 THE COURT: That's what it looks like from my end. I
16 don't know.

17 THE CLERK: It's four (inaudible).

18 THE COURT: What were they -- what were -- what are the
19 four motions? I just want to confirm those four motions are
20 the montions that are on for today.

21 THE CLERK: I -- let's take a look. There's quite a
22 bit of documentation because (inaudible).

23 MR. TWOMBLEY: They -- for some reason they got on the
24 roster is because the probate, you know, obviously didn't --

25 THE COURT: Well, I guess -- I guess here -- here's the

1 point, I mean, we had. If that was a month ago, I mean, it
2 looks to me like everybody got notice of summary judgment
3 motions were on the roster. I can appreciate the position,
4 and obviously there -- there might be things that y'all are
5 here for about amending the complaint and such. But it's --
6 again, I -- I don't know.

7 The Court was of the opinion summary judgment was going
8 forward today. Mr. Blanchard is of the opinion summary
9 judgment was going forward today. I -- I'm just -- I'm --
10 I'm -- I'm kind of stuck between a rock and a hard place. I
11 don't want to make people go forward on things that aren't
12 ready to go forward. But at the same time, we got a case
13 that's been pending since 2022.

14 MR. TWOMBLEY: Well, if I can give you a little bit of
15 context, your Honor. The -- the case that was filed in 2022
16 is a simple case to determine whether or not the separation
17 of -- agreement was forceful. That was the case that was
18 filed in 2022.

19 Two years later in 2024, the plaintiffs filed basically
20 a complete new lawsuit. They sought to invalidate the
21 marriage of the decedent based on an ostensible Dominican
22 Republic quickie divorce.

23 They -- obviously, if -- if -- because the -- the
24 remarriage was bigamous. Obviously if that remarriage was
25 bigamous, then Zoie, who was the first spouse in her

1 marriage, was bigamous.

2 At that point in time, your Honor, Zoie had -- was not
3 in the case yet. She did not have a lawyer. Zoie Strobel,
4 who's the only person who was alive and signed this agreement
5 in 1977. She did not make an appearance in the case until
6 about 10 months ago.

7 I would implore your Honor to look at her answer to the
8 complaint. It is like a third grader typed in a few
9 responses to the complaint. I have been working with Mr.
10 Dupree who has assured me that she's going to make her answer
11 more definite and certain. And he has assured me I do not
12 need to file a motion to compel. But I mean, we need to get
13 a proper answer from Zoie on those things.

14 I -- I promise you I will file a motion to compel first
15 thing tomorrow morning because I feel like I'm getting bull
16 rushed here. And I mean, she's not even here. I -- I'm not
17 sure why she and her attorney are not here. I just noticed
18 that. But, your Honor, that -- they say there's no record of
19 a divorce decree. Well, how -- I've ask them if they looked
20 down in the Dominican Republic for the divorce decree.

21 We have now retained somebody and have them down there
22 looking to find out just what is available in the Dominican
23 Republic, and what is not available in the Dominican
24 Republic. I mean the idea that these -- and -- and this is
25 what's frustrating about this. There are so many factual

1 issues that are actively being investigated and looked at.

2 The idea that Mr. Blanchard truthfully believes that
3 no more discovery needs to take place, and that there's no
4 issues of fact is quite frankly offensive. The Dorchester
5 County Family Court and Circuit Court, we have what -- we are
6 about to take the 30(b)(6) deposition because after all this
7 occurred, your Honor, there was all this litigation in those
8 two courts and there's no record of how to completed it.

9 For some reason, the courts will have -- that court,
10 they have like an answer and a motion that was filed, but
11 they don't have anything else related to the case. So we
12 just don't know -- and all the witnesses have testified,
13 including Zoie, they don't know how, and remember how that
14 litigation ended.

15 Well, it could have very well ended in a way that
16 impacts every aspect of this case. And they've gone to the
17 courthouse to look for the documents. We've gone to the
18 courthouse to look for the documents. We finally had their
19 resort about six or eight months ago to sending a subpoena to
20 the clerk of court.

21 And they've been working with us to try to locate the
22 records, but they've not been able to locate the records that
23 should exist. And we are working with them now. They may be
24 six guys and just us. So we can try to find out how is it
25 that you've got parts of this case, but you don't have the

1 most important part about it, is, well, how did it conclude?

2 So I think, you know, the -- the -- the idea that --
3 that Mr. Blanchard really believes there's no issues of fact
4 and that we should go -- and I think that's exactly what
5 Judge Doby recognized. He also recognized that, wait a
6 minute, the only person alive that signed the agreement, they
7 didn't even file an answer until about eight months -- or
8 nine months ago.

9 And I think there'd only been I think one deposition at
10 the last hearing. We've just taken three or four more, and
11 Mr. Blanchard wants to take more depositions. I have a
12 deposition that was previously scheduled, but we ended up not
13 being able to get it started because we had numerous ones
14 scheduled that day. So we're going to be rescheduling that
15 deposition of one of the plaintiffs.

16 This is the plaintiff who went to the Dorchester County
17 Courthouse. And by the way, that plaintiff who's a lawyer,
18 he didn't produce all the records that the clerk of court
19 had. Turns out there were a few that were left there that
20 were very helpful for us. We've got to take his deposition
21 about all that.

22 So, you know, last -- when we were here last time
23 before Judge Doby, I had presentation on a projector, and I
24 had a courtroom -- a courtroom technology person to assist
25 me. And if I'm the idiot that read that order and

1 interpreting it wrong, I apologize.

2 But I had absolutely no idea that in light of the
3 Court's order saying, "We're going to continue the motions
4 for summary judgment, there's some other motions that need to
5 be heard, get those scheduled, let's get all that resolved,
6 get a scheduling order and then we'll come back." And now, I
7 mean, I'm just surprised that Mr. Blanchard truthfully
8 believes that -- what was that? 45 days later the clerk of
9 court and another officer, and he acts like the entire last
10 hearing did not take place.

11 So -- but again, if the mistake was mine, and Bijan's,
12 you know, I apologize. But I read this order clearly to be,
13 we're continuing the motions for summary judgment. These
14 other motions are going to be heard, get a scheduling order
15 in place, and then we will revisit these motions for summary
16 judgement. They -- they only cover a time period from 1977
17 until 2022.

18 So -- and I would, if I need to, definitely like the
19 opportunity to put in the record the affidavit about what I
20 thought and why I thought it, and why I am not prepared and
21 had, in my opinion, no idea. I mean, I understand they're on
22 that notice, but I -- when I saw that, I said, well,
23 obviously the -- you know, the clerk had gone through read
24 text and nuances of what Judge Doby's order held, and just
25 didn't think there was any questions.

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1 THE COURT: All right. Let's take a five-minute
2 recess. I've been going for a while now. I need to be
3 refill my glass. We're going to meet in five minutes.

4 MR. TWOMBLEY: Thank you, Judge.

5 (RECESS TAKEN)

6 THE COURT: Mr. Blanchard?

7 MR. BLANCHARD: So just to clarify your Honor, the
8 motion that was heard last week was not for a complex case
9 designation, it was for a scheduled order. Recently opposing
10 counsel has filed a motion for complex case designation that
11 has not been heard by any judge.

12 THE COURT: Okay.

13 MR. BLANCHARD: I want to make sure that --

14 THE COURT: I see that motion for complex case
15 designation on August 12th.

16 MR. TWOMBLEY: And j j just so you're aware, your Honor,
17 we asked Mr. Blanchard approximately a year ago to agree to a
18 complex case designation for this case because we thought
19 that it would make it efficient and it was crying out for it
20 and he's not been willing to consent to that. So yes,
21 recently we have had to push the issue about a motion.

22 What happened with Judge McCoy is a scheduling order
23 was going to be entered. Initially we had said we would
24 agree to the scheduling order, but things have come up that
25 make us believe we need more time than what we did talk about

1 previously. So Judge McCoy was deciding, "Am I going to get
2 a schedule order or am I going to wait?" But she said she's
3 going to wait.

4 THE COURT: All right. I appreciate that. All right.
5 We've got in 24. 25, motion for -- motion to amend the
6 answer and a motion for jury trial certification. So let's
7 address those. Mr. Twombly?

8 MR. TWOMBLY: Yes, your Honor. Zoie, sorry. Paul
9 Strobel back when the case was pending in the probate court,
10 filed a motion to admit her answer. That was on May the
11 14th, 2024, that was pre-filed. Again, Ms. Strobel believe
12 she has additional defenses that she would like to assert.

13 She also would like to assert a complaint for
14 conspiracy with Mr. Blanchard is true. It is correct that
15 Judge Doby recently enrolled at the conspiracy claim that Ms.
16 Strobel's daughter had put forward, that that claim was not
17 sufficiently in his opinion connected to matters indeed that
18 are being litigated such that there could be -- could be
19 proper jurisdiction in the probate court.

20 That's an issue because this case did in fact, begin in
21 probate court. It is in circuit court and there are some
22 conflicting opinions from our appellate court about what that
23 exactly means.

24 I don't think that's an issue for the spheres of claim
25 that Ms. Strobel would like to bring, because that claim is

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1 going to be related to the decedent's estate in the marriages
2 and or her not to officially name Zoie Strobel who was the
3 first to signed this agreement and who is in our opinion a
4 party of interest.

5 So if I could just give you a little bit of background,
6 some the facts here, your Honor. So these -- this couple
7 what the discovery has shown so far is that they wanted to
8 get separated in forest in 1977. And in order to get -- they
9 -- they did not want to wait, did not want to follow the law
10 in South Carolina that we all have to follow whenever you
11 want to get a divorce.

12 And despite the fact that there are before young
13 children involved, they went to the attorney, they had one
14 attorney. They signed a separation agreement in 1977. The
15 separation agreement acknowledged that they wanted to
16 terminate their marriage.

17 And 11 days later, we have not seen the document. But
18 there are allegations and pleads that have been filed that
19 say I think it's 11 days later, that a divorce was granted by
20 the defendant Paula.

21 We have researched what it takes to get a divorce and a
22 (inaudible). And as you might suspect, single one person in
23 a married relationship cannot go down in public and get a
24 divorce even under the (inaudible) without the spouse's
25 consent. We've got a person we're looking at potentially

1 hiring as an expert.

2 What you have to do, even back in 1977 is Zoie would've
3 had to sign the separation agreement as part of this plan to
4 get the Dominican Republic courts. She would've had to sign
5 a document giving a lawyer in the Dominican Republic the
6 authority to appear in her absence then in the Dominican
7 Republic. She would have to sign documents waiving her right
8 to be there in person.

9 So the point I'm making here is that Mr. Strobel could
10 not, based on my understanding of the (inaudible) law, go
11 down there and do this all on his own. He had to have
12 somebody's help. Now that's important your Honor, because we
13 got here as though, in my opinion, a legal scheme to avert
14 and get around South Carolina law.

15 No guardian for the best interest of the children. No
16 financial disclosures. No one year waiting period. No
17 separate representation. No order incorporating the -- the
18 separation agreement. So what is essentially happening now
19 is the plaintiffs, they have plucked out one little thing in
20 this scheme and they want to enforce it. And that's one
21 provision that requires Mr. Strobel to execute that will.

22 The testimony is there's never been any. So we never
23 asked for a copy of this will, never told the kids about the
24 agreement. Who knows what (inaudible) agreement they
25 probably worked it out to themselves and for other reasons

1 it's not enforceable.

2 But in any event, your Honor, because the plaintiffs
3 knew, they Zoie could come into this board and ask the Court
4 to enforce this contract. I mean she's really the real party
5 of interest. I mean, she's the person who signed the
6 contract.

7 She's the one who asked for this provision to be in
8 there. She was the one you know, was a party to the
9 agreement. So you have to start asking yourself, why would
10 Zoie not want to come in and enforce the agreement? Well,
11 the reason that she didn't force it is because she knows
12 she's getting married (inaudible).

13 South Carolina (inaudible) got plenty enough to do.
14 We're trying to force legal agreements, proper contracts,
15 divorces that were handled correctly. We don't want to get
16 involved, trying to figure out exactly what was going on
17 between these two related to this scheme to get around -- get
18 around South Carolina law.

19 So your Honor, we believe in what such (inaudible)
20 pleading would be judicial defenses we want to raise --

21 THE COURT: What defenses?

22 MR. TWOMBLEY: Well we want to raise in pari delicto if
23 we've not already raised it. We want to raise claims related
24 to estoppel. We -- obviously subsequently determined, you
25 know, Ms. Zoie Strobel, she got remarried. She requested a

1 marriage license. We just recently retained it from the
2 Charleston County probate board.

3 She represented to the board he was not married. There
4 was no legal impelled impediment of her remarrying Ali
5 Ogletree. We -- she also filed documents with the probate
6 court representing that she was the -- the wife of Ogletree.
7 She inherited from his estate because she was the wife. She
8 represented to the Court, she was the wife.

9 And you know, now based on this theory that the
10 plaintiffs have come up with, she wants to be the wife in
11 this case as well. She says, actually, you know, James, your
12 marriage to Paula was bigamous. And so now, she wants to get
13 the will throw out and state law applied and she wants to
14 hear it based on being the wife of this gentleman too.

15 So we don't think she can do that. We think that the
16 whole reason -- I mean why -- why is she not here today? I
17 mean she is the only person alive to sign that agreement.
18 She was the one that wanted this provision in there
19 extensively for these kids.

20 But she is not -- she is not -- she -- she's absent
21 today for the same reason she was absent when they filed the
22 first pleading. And the same reason that -- that she's
23 provided a completely inappropriate answer, completely
24 inappropriate responses to discovery. She claims she knows
25 nothing. She claims she doesn't remember anything. We think

1 it's all a part of get another scam.

2 It is a -- it is a -- we think that Zoie knows that
3 agreement not enforceable. I think she knows she
4 participated (inaudible) because they're just the innocent
5 kids that didn't know anything. They just are third party
6 beneficiaries of the contract.

7 If they're just innocent beneficiaries, third party --
8 third party beneficiaries of the contract, well then, you
9 know, one might think that all the these -- they can get
10 around these issues. And we think that's exactly what
11 happened.

12 One of the two others as I mentioned, is a licensed
13 attorney. He practices in another state, but he's the one
14 who went to the Dorchester County court. He hasn't taken his
15 deposition yet. But what -- what we do know is that in
16 discovery they produced records that they claimed he went
17 down to the Dorchester County Court, and get this, he just
18 happened, even though his mom had never told him anything
19 about this agreement.

20 And even though his daddy apparently told him that he
21 was going to leave him every -- you know, leave the boys
22 everything, well he just goes down to the Dorchester County
23 court and starts rummaging around and he finds the settle
24 agreement with a separation agreement. And he, at least I
25 understood it's exactly what his discovery responses say that

1 he went down to the Court and pulled out all the documents
2 related to these issues and progressed them.

3 We subsequently sent a subpoena to the Dorchester
4 Family Court, well because it turns out they produced some
5 records -- some additional records. As it turns out, those
6 records that he didn't produce are records where Zoie is
7 acknowledging that James Strobel went to the Dominican
8 Republic and got the quick divorce.

9 And this is all part of their effort, we believe, to
10 manipulate this estate, to come up with an agreement about
11 how it should pass. To try to get -- inherit not only from
12 Ali and Teresa's estate, which she already did, but now
13 inherit because she was his wife, now they want to inherit
14 again here.

15 So they want this -- this estate to pass not only to
16 them, they want her to get a part of it as well. So those
17 are the things that -- that we want to do. We think we -- we
18 understand Mr. Blanchard's position that yes, sometimes
19 general conspiracy claims that they are not sufficiently
20 connected to probate matters courts have found that for those
21 types of conspiracies, it's not within the original
22 jurisdiction of the probate board.

23 But there are equally too many cases that look at
24 conspiracies involving the state, involving the passing of
25 assets, involving the manipulation of how a decedent wants

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1 their assets to pass that have never seen anywhere. Lots of
2 folks bring those in probate court as part of a will contest,
3 undue influence, et cetera.

4 So whether or not Mr. Blanchard may be able to move to
5 dismiss it in the future because it's not sufficiently
6 connected, that's an argument for another day. All we're
7 asking for the right -- is to amend.

8 Now Paula Strobel, your Honor, she was married to James
9 Strobel for 47 years. She thought she was married to the
10 guy. They spent a lifetime together, they have a child
11 together. And then when Jimmy Strobel dies, when you -- if
12 they have their way, you know with all she's going to get
13 opportunity to pay their legal fees. They all -- she doesn't
14 get any inheritance.

15 They want every life insurance policy, checking
16 account, IRA every real estate transaction where they jointly
17 tie their property. They want every -- they want to remove
18 his personal representative. All these things decided on
19 summary judgment grounds. And what does she get behind door
20 number two, the opportunity to pay their legal fees.

21 She'd like to bring these claims. She thinks that
22 they're good, appropriate claims. They are absolutely
23 connected to the probate case and if for some reason they
24 weren't sufficiently connected to the probate case, we'll
25 file them in circuit court and move to consolidate with this

1 case.

2 We'll file in the circuit court and move to consolidate
3 it. That's what happens when there's actually a legitimate
4 question of whether or not it could technically be brought a
5 probate court, technically be brought in circuit to a circuit
6 court, to file it in both cases and you consolidate it.
7 Because here's the thing, if it's sufficiently connected to
8 the estate, then it should have been brought.

9 So again, this motion has been pending since May of
10 2024. Never had the opportunity to get it heard. We believe
11 there'll be prejudice to anyone. Any prejudice that might
12 exist it's just simply because we've discovered additional
13 facts and figured out what's going on. And none -- that's
14 not really anybody's fault. It's a complicated situation.
15 Expanding back -- you know, the 1970s. And so happy to
16 answer any questions. Thank you, your Honor.

17 THE COURT: Mr. Blanchard.

18 MR. BLANCHARD: Thank you, your Honor. About 98
19 percent of that had nothing to do with the post to amend the
20 pleading, but because he's done there I need to respond to a
21 lot of it.

22 THE COURT: Well --

23 MR. BLANCHARD: He's attacked --

24 THE COURT: Before y'all go -- go there. And I
25 apologize if you -- sorry, sending a text message. And this

1 is probably a question for Mr. Blanchard, did y'all at any
2 time consult anybody in my former law firm (inaudible) about
3 this case? And I don't know why, but when y'all are talking
4 -- that there's just something that sounds like -- sounds
5 familiar to me and I just want to make sure that that has not
6 occurred.

7 MR. BLANCHARD: No, sir.

8 THE COURT: Okay. All right. Now -- and -- and
9 several, you know, the -- the claims in this case are not
10 unlike the claims in several other probate cases. And so
11 that may be the reason why, but it's just as you guys are
12 talking, there's just some -- it just seems to be brave, but
13 --

14 MR. BLANCHARD: You and I had a case a few years ago, I
15 think we were on opposite sides. It wasn't this case; it was
16 something else that maybe we also probably have maybe --

17 THE COURT: Perhaps -- perhaps that's it. I just
18 wanted to bring that out because again, I better say I'm
19 sorry. So Mr. Blanchard, happy to hear from you.

20 MR. BLANCHARD: Your Honor, if I may approach the
21 bench, Judge.

22 THE COURT: Go ahead.

23 MR. BLANCHARD: Just for the record I handed out to
24 you, your Honor, a copy of the motion to amend that was filed
25 by Paula. Then a case -- excuse me, Pet Helpers v. Frisco.

1 So what is actually important? You look at their motion; it
2 says they want to add a claim for civil conspiracy. There
3 are no factual allegations in the motion. There's no
4 proposed pleading attached to the motion. I don't know what
5 it is that the motion supposedly covers.

6 In the Pet Helper's case, in affirming Judge Price, one
7 of the reasons the Court gave, it's page 3. To the extent
8 Frisco argues the circuit court aired and denied her second
9 and third motion to amend. And we know circuit court did not
10 use discretion.

11 Ms. Frisco did not provide a proposed amended pleading
12 neither her second or third motions to amend, which would've
13 been necessary to enable the circuit court of this court to
14 determine if Pet Helpers would separate prejudices resolved
15 to the amendment.

16 So let me back up a little bit over the procedural
17 part. So there's some things which Mr. Twombly has kind of
18 glossed over. So we had, as I mentioned earlier, we had a
19 scheduling order in probate court.

20 We're supposed to have tried this case back in June in
21 the last year. That was after Zoie had been added to the
22 case in September of 2023. When we added Zoie they submitted
23 a proposed scheduling order to the probate court, they picked
24 the dates in that scheduling order that set discovery
25 deadline and a trial court date. That scheduling order was

1 entered in probate court after Zoie was part of this case.

2 Now Zoie did not answer because there are no claims
3 asserted against her. She has not filed any claims in this
4 case to this day. Mr. Twombly's allegation that Zoie wants
5 something from this case is utterly false. She has done
6 nothing as far as filing any claims in this case.

7 What did she file an answer to? DS counter claims that
8 were served against her for civil conspiracy. Judge Doby saw
9 them for what they are already and threw them out. So -- and
10 I think the same argument applies to the motion for a
11 counterclaim that they want to file today.

12 So these claims they want to assert are in persona
13 counterclaims, tort claims. Judge Doby's already held court
14 doesn't have jurisdiction over it. They can go down to the
15 clerk of court and file a new lawsuit if they want to. But
16 that's not before the Court today. It -- what is there a
17 motion to amend and it should be denied on that grounds
18 alone.

19 So then you get into all these things that Mr. Twombly
20 told you today, none of that has been raised before today in
21 anything that they've filed. All this stuff about in pari
22 delicto and there's some kind of scheme going on. But
23 between Zoie and Jim back in 1977, they haven't alleged any
24 of that before the Court.

25 But this just kind of, you know, see your pants type

1 thing today, to try to get court to be misled and confused
2 about what they've actually presented to the Court, so far
3 they've not presented that. When we clarify this thing about
4 the family. So what Daniel Strobel did, put me back, include
5 --

6 THE COURT: This is in Dorchester Family Court?

7 MR. BLANCHARD: Dorchester. So January 22, Jim dies.
8 A few weeks after, I think a week after that, Paula then has
9 a discussion with Nick Strobel, one of the four sons, Danny's
10 brother. Paula says something to Nick to the effect no, your
11 parents had an agreement years ago, but he was giving it to a
12 lawyer. The lawyer said it -- it is no longer valid or it's
13 not in effect. Nick had no idea what she's talking about.

14 She didn't give him a separation agreement; she didn't
15 give him a document. She didn't say, "Look at this provision
16 here. It leaves half your father's estate you. But I'm not
17 going to raise that to the probate court or let anybody know
18 about that."

19 So then in March or May that same year, 2022, there's a
20 meeting among the children with Paula, where Paula tells
21 them, I'm getting everything from your father's estate. I'm
22 the 100 percent beneficiary of his estate. You don't get
23 anything. She says to them, you know, maybe I'll -- I'll
24 work something out why I'll give y'all some down the road.

25 So that is what spurred Danny to start asking questions

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1 and that's what spurred him to go, you know what happened in
2 -- in our family -- in our parents' divorce. He goes down
3 the family work and the way it works is he says, my parents
4 are these people.

5 There's their names, I want to see the file involving
6 their family court case. He gives them the information.
7 They don't give you records right then. A few weeks later,
8 Jamie's wife, I believe had to go to the -- the family court
9 to pick up the document that they had been able to file.

10 That's what we produced in this case. We produced
11 every piece of paper that Danny got from the family court. I
12 don't know why a family court produced something to Danny
13 that is not -- that's different from what produced to them.
14 By the way, in what they produced to us there are pages that
15 Danny got that aren't in their production.

16 So how is that? I mean, there are pages of documents
17 that are missing. The documents that they've got from family
18 report that Danny was able to get and we produced in the
19 case. So decided there's some kind of misconduct by our
20 clients in failing to produce documents is -- is baseless.
21 And it's really designed to cause prejudice to our clients in
22 the Courts eyes, which is offensive.

23 So let me clarify that. So then Zoie. Zoie is
24 elderly, she's in her 80s, she has borderline competency. So
25 now they're attacking her for not being in this war room.

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1 Are you kidding me? So she hasn't been to any single hearing
2 in this case and they're good reason. She doesn't have any
3 claims in this case.

4 She's been brought in this case because they were
5 uncertain claims or cross claims in this tort. At -- where's
6 Paula? Haven't seen Paula Strobel in the last few years.
7 So, you know, parties aren't showing up. It seems to be not
8 just Zoie that's not.

9 So what happens in probate? We get the scheduled.
10 They then remove the case to this court. We have the
11 hearing, not Judge Doby, June 5th. He says, "Y'all need to
12 get together and work out a schedule." So a few weeks or a
13 week after that, I then get a draft of a schedule from Mr.
14 Twombly.

15 It then sets the discovery cutoff date of
16 mid-September. Excuse me, it was later than that. It was
17 sometime I think in October or November, the trial not before
18 date, I can't remember what it was. But I sent revisions
19 back to him. Said, "No, we're not going to wait that long to
20 finish discovery or have a trial date."

21 I put mid-September as the discovery cutoff date. I
22 put trial not before in October. Sent that back Mr. Twombly
23 and said, "This is what our clients proposed." And they
24 agreed to it.

25 He says he is going to file with the Court. Well then

1 they'd already filed a motion for the amended scheduling
2 order. That's what popped up on the docket in front of Judge
3 McCoy last week. Well, on Monday of last week. Because I
4 knew that that hearing was coming up, I filed with the Court
5 the scheduling order that we had agreed to.

6 They then say to Judge McCoy, "Oh wait a minute. No,
7 we don't agree to that anymore. We want more time." All
8 these facts that they supposedly have learned, they've had
9 those before -- before the Court date. They've had them for
10 quite a amount -- a long time.

11 They actually obtained documents from the family court
12 over a year ago that they had produced to us. I had to email
13 them several times to say, look, because when we had the
14 first hearing in front of Judge Doby on the summary judgment
15 motion, they filed something the night before the hearing
16 that included documents what that I had never seen before.

17 It was letters and different motions and things that
18 had been filed in that case, in that subsequent case in --
19 and I'm not sure if that was family court or circuit court, I
20 believe it was family court. I hadn't seen them before. And
21 so it raised questions in my mind, why am I seeing these for
22 the first time?

23 So I sent them an email immediately and said, "Look,
24 looks like, like you guys have got documents in the family
25 court that have been produced to us."

1 We we're only around for like, I don't know, four or
2 five, six weeks before they finally said, oh, we thought we'd
3 already given those documents to you. We thought you already
4 had them. Well, we had produced to them a long time ago in
5 discovery what we had taken to family court, and it clearly
6 shows that those documents that we just got in June had not
7 been produced. So this idea that there's discovery due, I
8 mean, it's really kind of outrageous to me.

9 So then we have this schedule where we've agreed to get
10 in front Judge McCoy last week. They say, "No, we don't --
11 we don't agree to it." So now they want to go on a fishing
12 expedition and go to Dominican Republic and try to pull
13 records there.

14 They've now issued subpoenas to the family court at
15 Dorchester County to have them come give depositions. And
16 I've -- I've asked them. I said, "Look, what are you wanting
17 to get from the family court? Maybe we can stipulate to it.

18 We've got the documents that exist. If they wanted to
19 prove that they're -- they're -- they think there're more
20 documents that aren't in the file, we can stipulate. There
21 are those -- those documents are not in file. But what Mr.
22 Twombly's wanting to say is that because there isn't a
23 document in the file, then there must have been some court
24 order that rescinded the separation agreement. There must be
25 some later agreement that nobody can find that rescinded the

1 separation agreement.

2 There's no evidence of that whatsoever. The only
3 documents that they produced that we didn't have before from
4 family court involve attempts by both Zoie and Jim to enforce
5 the separation agreement. They're going into court and
6 saying, "We have this contract. You haven't complied with
7 it. Judge, forced them to comply."

8 There is nothing anywhere in those records where any of
9 -- either Zoie or Jim ever says, "You know what? This
10 separation agreement is no longer a valid because you
11 breached it or we had some agreement we're sending." It is
12 making up things in order to delay, again, a hearing on
13 summary judgment.

14 So I mean, we filed our motion in November of last
15 year. We're now end of August, and I still haven't got a
16 hearing of summary judgment motion. If they wanted to do
17 discovery, they could have done discovery from November to
18 August. They didn't do it.

19 So I don't see if there's any sympathy for this
20 argument that they need more time to discover. This case's
21 been pending since December of 2022. They wanted to do this,
22 they could have done it.

23 And let me clarify. Mr. Twombly says it wasn't until
24 last year that Zoie made an appearance. Well, we added Zoie
25 as a party in September of 2023 while the case is in probate

1 form. We named her as the defendant because she,
2 potentially, could benefit depending on how the Court rules.

3 Now, Zoie has not come into court and said, "I want
4 anything." Instead, what happened was, in April of last year,
5 Dotty (phonetic) then comes in and makes an appearance. She
6 had been served back in January, 2023, hasn't done anything
7 for over a year, but now Paula's lawyers are using her to
8 serve counter claims because Paula didn't have time to amend
9 her plan, pleading to do it. So that's what's going on.

10 So this separation agreement, it seems to be what
11 they're saying now is Jim got to receive the benefits of the
12 separation agreement his -- for his entire life. And now
13 that after he's died, his children who are third-party
14 beneficiary of that provision requiring a reputable will, now
15 that they're saying, "Enforce the contract," now it's
16 suddenly illegal. "You don't have any rights in this
17 contract. It all goes away. So you get nothing." That's
18 what Paula was saying.

19 Mr. Twombly says, "Well, our clients want everything."
20 Well, Paula wants everything. She's saying, "I get 100
21 percent of the estate." And oh, by the way, during Jim's
22 lifetime, there were properties that he owned in his own
23 name. He conveyed to have interest in -- in those properties
24 to Paula for \$5 and 11 fraction.

25 And as your -- your Honor may know, in South Carolina,

1 statute 11 says that you can transfer a property to a family
2 member for love and affection and nominal consideration.
3 There's a presumption that there's fraud there. So we have
4 asserted in this case that those assets are covered by this
5 contract to make a will, that Jim cannot divest himself of
6 assets in order to circumvent the obligation separation
7 agreement, which is what happened.

8 So those assets are all part of this big lawsuit.
9 We've offered her more than half of it. So this idea that
10 our clients are being greedy is just simply untrue. So to
11 get to the motion to amend, there's nothing before you, your
12 Honor, to grant. They haven't filed a proposed amended
13 pleading.

14 Judge Doby has already held that a civil conspiracy --
15 conspiracy claim more than have jurisdiction over it. And
16 even if you assume -- now -- and this is news today, all this
17 stuff Mr. Twombly said he wants to now allege and argue.
18 The motion doesn't talk about imperative window, doesn't talk
19 about a stop or doesn't talk about all these things they want
20 to now add. They just come and throwing that in today.

21 But I mean, because I don't even know what I'm
22 responding to, I don't know whether it is some cause
23 prejudice to our client. So we ask the Court to deny the
24 motion to amend. They want to bring a lawsuit in separate
25 court, separate, we'll let him do so. Thank you.

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1 THE COURT: Thank you, Mr. Blanchard.

2 MR. TWOMBLEY: Your Honor, may I reply?

3 THE COURT: Quickly, yes.

4 MR. TWOMBLEY: Your Honor, I'm just going hand up to
5 you. We filed memos to support of this election, July, 2024.
6 We state very clearly, unhappy with the potential of
7 proceeding only what they were -- what they were lawfully
8 entitled, petitioners under a scheme, which strict respond to
9 Strobel for marriage, investments and home, disrupt the
10 stated testamentary wishes that their father, decedent, that
11 they acted in furtherance of their agreement. I initiated
12 the lawsuits on the basis of false allegations that she's
13 been damaged, that she'll suffer monetary loss, emotional
14 distress. This was all in our -- if I may approach.

15 THE COURT: Uh-huh.

16 MR. TWOMBLEY: -- was in the memo that we filed over a
17 year ago in July, 2024. Your Honor, in some instances where
18 the -- the Court like to see the actual amended pleading
19 before they rule the motion to amend, but quite frankly,
20 there's been so many new things that have come up in this
21 case.

22 The idea that I could have drafted, well, in May, 2024,
23 and encapsulate the new things that have happened, to me,
24 these -- these -- these -- the -- there seems to be a
25 conception here that when you get a case like this, you know

1 all the issues that are going to come up. You know all --
2 what all the documents are going to say. You know what all
3 the witnesses are going to say.

4 And you know, I'm not smart enough to do that. I don't
5 know what Dominican Republic law is. I don't know why the
6 Dorchester County Court, when you -- they -- you ask them for
7 a case file, all they have is the answer in the case and a
8 motion, claim and a stipulation of dismissal. There's no --
9 there's nothing.

10 I'm not accusing anybody of anything. I just need
11 somebody to explained to me how it is that we've got all
12 these mass litigation between Zoie and James following this
13 divorce. And you know, if they didn't have any other file, I
14 mean, that would make sense, but maybe your Honor knows why
15 they -- you would ask for the case file when you get two out
16 of what should be 30 documents sitting and they say, "Oh,
17 well, that's all we've got."

18 So to the best of my knowledge -- and I think because,
19 you know, (inaudible) that this thing is about as complicated
20 as authority of not, I don't (inaudible) asking to see what
21 the -- actually see the amendment. And, you know, so we
22 would like if we have a right that makes claims, they -- they
23 relate to the administration of this state, relate to this
24 agreement that they would like to control the disposition of
25 the decedents sustained.

1 And you know, your Honor, as far as, you know, Mr.
2 Strobel and who knew what, you know, my client was married to
3 the man for 40 years. And he executes the will, leaves
4 everything to her.

5 Now, what -- that's what my dad did when he got, left
6 everything to mum. I don't know what's so awful about that.
7 And I'll tell you, if we filed it yesterday- because they
8 keep saying it. We've offered him \$2.2 million. We've now
9 put it in an offer of judgment.

10 My client, her will, your Honor, after she died, was
11 going to leave some of this -- most of this stuff to them.
12 And if they have their way, all the claims that they've
13 asserted, they want summary judgment on so fast, they'll get
14 every single thing in this estate.

15 My client will get nothing but the privilege paid for
16 their attorney's fees. We just want to raise claims that we
17 believe we're entitled to raise related to this affair.
18 We've been asking to do so for over a year. Appreciate you.
19 (Inaudible). Thank you.

20 THE COURT: We hear you on your motion -- motion for a
21 jury trial.

22 MR. TWOMBLEY: Yes, your Honor. I think that it's --
23 factual issues in this case. I'm not sure if the original
24 answer to amend the jury trial. We (inaudible) agree. If we
25 are -- we amend the answer, that goes -- that goes away

1 because we've obviously included in our amended answer and
2 counterplan. And I'm not sure exactly what the argument is
3 as to why we'll not be entitled to one or get one.

4 You know, I think rule 39(b) says that even if it's not
5 demanded originally, it can allow you to amend it to demand
6 it. Haven't heard anyone say, "We know whether they can
7 voluntarily waive the right to a jury trial." I was thinking
8 when those prior pleading (inaudible) complicated and
9 factually, intensive that all this was going together. And
10 it gets worse every day. And we've tried to get a complex
11 case (inaudible).

12 We want to get this thing, you know, where it could be
13 in a position to get resolved, but we want the Court to get
14 it right too. They haven't looked down in -- they don't know
15 why the Court in South Carolina has some records, but not
16 others. We haven't proposed any yet.

17 They did not put any in any affidavit. Everything that
18 Frank just said is -- though we haven't seen the record at
19 all, but what about -- what -- what Daniel said. What was
20 failed and -- and I'll say it. This is -- I just want to put
21 this for the record.

22 I could never, till today, heard anything about Zoie's
23 competency. I proposed to her for hours. No one mentioned a
24 word to me. I hope that her lawyer and Mr. Blanchard and
25 everybody did not know that she has a competency and capacity

1 issues and not disclosed that.

2 But that raises a whole other host of issues because, I
3 mean, your Honor, if she -- I'm going to spare you. We'd
4 like the opportunity to amend our plea, which we have to do
5 May, 2024. Thank you.

6 THE COURT: Mr. Blanchard.

7 MR. BLANCHARD: Your Honor.

8 THE COURT: Yeah.

9 MR. BLANCHARD: (Inaudible) with paper and you wouldn't
10 do good at it. So in response to the motion to the mandatory
11 trial, there are two issues. One is they waived the right --
12 Paula did waive the right to jury trial by not timely demand.
13 The alternative or response to that, she argue, well, court
14 has discretion to give her jury trial. Well, what they
15 ignore is this statute, 62-1-306, which we've raised in our
16 memo I think about a year ago.

17 And let me -- I also meant to say we actually did file
18 a motion -- a response to their motion to amend answer. It
19 was filed in probate court on July 5th, 2024. It's not for
20 -- is tab 6 in that black binder I gave you. And in that
21 memo, we specifically point out, you all haven't given us a
22 proposed amended meeting.

23 So Mr. Twombly said that he hadn't heard that before,
24 but we actually had bargained him multiple times in documents
25 over a year ago. So getting back to the motion for demand a

1 jury trial, as I mentioned earlier, we amended our petition
2 at September of 2023. Paula filed her answer to that in
3 November of 2023. She did not request a jury trial in her
4 answer.

5 In the original petition, and she entered that back in
6 January, '23 -- '23, she also did not request a jury trial or
7 answer. So 30 days after her answer to the amended petition
8 in late December of 2023, she then files an amended answer
9 and she raises -- request a jury trial for the first time.
10 So I've handed to your Honor some cases, King v. Peopleworks,
11 Zurich America Insurance Company, Satcher v. Satcher
12 (phonetic).

13 So the simple fact that a party amends their answer of
14 counterclaims doesn't revive the right to demand a jury
15 trial. So we're nearly have to demand a jury trial within 10
16 days of the last plea to recommend that issue.

17 So she should have asked for a jury trial in her
18 original answer to the amended petition, which was filed in
19 November, 2023. When she did it, later at the end of
20 December of 2023, it was too late. The 10-day period had
21 already expired.

22 So the argument they had made in their paper's but
23 well, we can still revive the right to the demand a jury
24 trial. Our file is in the plead. Well, these cases say no.
25 I mean, the nature of the case does not change, and what did

1 she do in her invented answer, she asserted an equitable
2 claim for unjust enrichment. None's out to a jury trial on
3 that.

4 So there was nothing that the case essentially stayed
5 the same even after her amended answer. And these cases say
6 that when the case stays the same, you filed the amended
7 pleading, it doesn't provide for time but it asks for jury
8 trial. So she waived the right to a jury trial as a matter
9 of right.

10 So that's why when we filed her -- we filed a motion to
11 strike her jury trial demand, and that actually, they should
12 have been on the roster today because Judge Doby, in his
13 order that I mentioned earlier, deferring the motions, he
14 says in there, "The motion to strike jury trial demand should
15 be heard at the same time as the motion to amend the
16 counseling." So I don't know why Brooke Court didn't put that
17 on the roster at the same time, but that's what Judge Doby
18 had said in his order.

19 So you got waiver. Now, this statute, they say, "Well,
20 wait a minute. You can -- you still have discretion to grant
21 a jury trial even if it's in waiver as a matter of fact."
22 Well, 621-306(b) says, "If there's no right to trial by jury
23 under subsection (a), the right is waived, or in its
24 discretion may call a jury to decide any issue of fact in
25 which case the burden is advisory only."

1 So they're warning an advisory jury in this case and
2 there's no reason for an advisory jury in this case. And
3 they haven't alleged or put anything in their papers that the
4 Court is not qualified to handle as a fact finder.

5 So the statute case that I handed, I think, a copy to
6 -- to your Honor, involved this issue where, despite the
7 waiver of right to a jury trial as a matter of right, the
8 party said, "Well, under Rule 39(b), we're asking that you
9 never let extra discretion and grant one."

10 And the court said no, that you haven't shown
11 sufficient reason to do -- to grant that, and the simple fact
12 that you just didn't timely ask for a jury trial as a matter
13 of right is not a reason for the Court next to that
14 discretion to Rule 39(b) and give you jury trial.

15 So when you look at case law that applies that rule,
16 what they say is that the party seeking a discretionary jury
17 trial has to show some special or exceptional circumstance,
18 has to be more than simply, oh, we missed a time deadline.

19 The only thing they've shown is they just miss a time
20 deadline. So they haven't satisfied a criteria to the of
21 Rule 39(b). Even at that word, to apply the statute, this
22 case originated in the probate or is removed here, so the
23 statute applies and it says that even if you grant a
24 discretionary jury trial, it's only advisory. There's no
25 point in doing.

1 So I -- we filed a memorandum, your Honor, that is in
2 the binder I gave you. It's actually tab 5. We also, at --
3 tab 4 is our motion to strike jury trial demand where we make
4 all these arguments.

5 Those were filed back -- the motion to strike was filed
6 on May 2nd of 2024 in the probate court, then refiled in
7 October 15th of last year in this court, and a memorandum
8 opposing Paula's motion for a jury trial was filed in the
9 probate court on July 5th, 2024, and that was also being
10 filed in the circuit court in October last year.

11 So there -- those arguments are set forth there, your
12 Honor. I don't want (inaudible) things that you've been
13 listening to us a long time. You have any questions, I would
14 go ahead and answer them.

15 THE COURT: Thank you, sir. Mr. Twombly had a brief
16 reply.

17 MR. TWOMBLEY: Your Honor, I -- I would just --
18 previous (inaudible) the -- the court did not address the
19 burden, right to a jury trial. It had not previously been
20 made. She has arguments on page 5 under Rule 38(a) is not a
21 appeal (inaudible) last time.

22 Perspective motion trial (inaudible) right must be
23 immediate appealed. He did appeal it. So he had not
24 requested and demanded a jury trial under this rule in the
25 trial court, so they didn't address the order.

1 So Frank's assertion if the Court wouldn't (inaudible)
2 and went to the substance and reached the arguments that he's
3 making is just not correct. Under the probate code, under
4 this section that he just handed out, with due demand, we
5 asked for -- we're backing off to over a year ago. The
6 parties are entitled to a trial by a jury in a proceeding
7 involving issue of fact -- discovery and money or specific
8 over real property.

9 Unless waiver is provided under the rules of civil
10 procedure, the right exists, including the right for a jury
11 trial, including but not limited to formal proceedings in
12 favor of the probated will or contesting will.

13 He's -- his case involves, whether or not the will
14 struggle entered is valid. So I mean, there's just 1,000
15 reasons why we are entitled to the jury trial, and quite
16 frankly, I just really can't think of anyway someone would
17 not want us to have it.

18 Plus, if -- if the Court denies our right to the jury
19 trial, we'll have to appeal them, slow this train down for
20 about three years, and that's the last thing that anybody
21 wants.

22 So I mean, I'm just -- this ought to be a compensatory
23 analysis for a bided pleading to request the right that we
24 have to have a trial by jury. How we get things resolved in
25 America, that's how we get them resolve in South Carolina.

1 That's (inaudible) should be resolved. Thank you.

2 THE COURT: Thank you, sir. All right.

3 MR. BLANCHARD: Sorry. I was just going to point out
4 in that statute case where the discussion about the jury
5 trial is. It's on page 5 of the copy that (inaudible), your
6 Honor. it's in a section titled jury trial, specifically
7 talked about it.

8 And then the reference to this statute was probably
9 made as a quote, "Unless waiver is provided under the rules
10 of civil procedure -- " well, under the rules of civil
11 procedure, if you don't request a jury trial within 10 days
12 since the last pleading, which they did not do, then you've
13 waive it.

14 So that's the point. Then they -- their argument that
15 we have now revived it by filing an amended answer in those
16 cases that I (inaudible) your Honor, Zurich and Kim
17 (phonetic) show otherwise. Thank you, your Honor.

18 THE COURT: Thank you, sir. All right. I take his
19 motions under advisement. We (inaudible) short, but I want
20 read the cases. (Inaudible) leaves us with the competing
21 motion -- motions for summary judgment from both sides. I
22 don't want necessarily call them competing motions because I
23 don't know (inaudible). Mr. Blanchard, I appreciate your
24 frustration. Year.

25 I -- I -- I'll say this. All four were notice today.

1 I -- I would have hoped that in conversations leading up to
2 this, you all were talking about, would come up somehow that
3 we weren't planning to have a motion to summary judgment
4 stuff. I have read Judge Doby's order. I don't know if it
5 says that we got it, you know? We couldn't have that.

6 But that being said, I think it likely is very best
7 that those motions for summary judgment, at the very least,
8 either be decided by whoever this case is signed to as a
9 common-wealth case, invest case, or have the opportunity to
10 prevent it from fully developing.

11 But also describe to either side of that, but I do plan
12 and understand that -- that frustration and you being
13 (inaudible) and not being able to (inaudible). My intent is
14 to have a rule over any more motions by the end of the week
15 hopefully. What I'll do is ask the clerk to have you
16 scheduled as quickly as possible to be reheard unless there's
17 any meeting (inaudible) court.

18 So you all -- you all can get these resolved, but I
19 appreciate that they've -- they've been hanging out there a
20 while and to the extent that they're holding this litigation
21 that you took. So I think that's where that just reflects,
22 but I hope we continue to, but not for long.

23 I would encourage you guys, we can back out to -- to
24 Judge McCoy's extent that you could have stated that there
25 will be benefit to having this designating complex. I would

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1 say I don't know if that could be consented to. So even if
2 you consent, I don't know that, that does it, but that may be
3 worthwhile to bring up to judgment. So --

4 MR. TWOMBLEY: Your Honor, I also just want to
5 apologize at end. I honestly -- (inaudible) Baswick
6 (phonetic) called me a couple weeks ago. We talked and he
7 thought they were going to be arguing too, and I said, "Well,
8 read Judge Doby's order."

9 And he said, "Yeah, I -- you -- you're right," but we
10 were obviously in the state even if that's not the way
11 everyone else spread it, I mean just (inaudible) everybody,
12 but I truly thought that's what the order said and how I
13 interpreted it. And if that's not what Judge Doby intended,
14 I apologize to everybody that read it.

15 THE COURT: Appreciate it, Mr. Twombley. I'll also say
16 this, and Mr. Blanchard mentioned it; he does have a motion
17 to strike the jury trial demand that was filed October 15th,
18 2024. The clerk's office reflects that. That was resolved
19 by Judge Doby's order, which I think Judge Doby's order
20 actually intended to continue that, Okay.

21 MR. BLANCHARD: I'll contact the Court and ask if she
22 --

23 THE COURT: Yeah, but, well, I think that it's kind of
24 -- it's -- it's the -- it's the opposite side of the same
25 form. So I just -- I wanted to bring -- I wanted -- with the

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1 opposite side of his notion, I think, but I just wanted to
2 bring that to your attention and I would suspect that that is
3 likely why that motion did not end up on the -- on the roster
4 today.

5 And I will add, since the public index is rather
6 convoluted in this matter, it may be worthwhile for both of
7 you all to scroll through the public index and make sure
8 there is nothing else outstanding that needs to be addressed,
9 whether it be notions, whatever, because I think they can
10 easily get kind of lost in here in a situation. So that
11 would just be subtract, but legal. I'll let you know. All
12 right. Thank you, gentlemen.

13 MR. TWOMBLEY: Thank you, Judge.

14 THE COURT: All right. We'll be in recess.

15 (THERE BEING NO FURTHER QUESTIONS, THIS HEARING IS CONCLUDED)

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CERTIFICATE OF TRANSCRIBER

I, JANE DANIEL, a court-approved transcriber, do hereby certify that the foregoing is a true, accurate, and complete Transcript of Record of the proceedings had, and evidence introduced in the trial of the captioned case, relative to appeal, in the Charleston County Family Court of Charleston County, South Carolina, on August 27, 2025.

I do further certify that I am neither of kin, counsel, nor interest to any party hereto.

Jane Daniel
October 16, 2025
JANE DANIEL
TRANSCRIBER

The Supreme Court of South Carolina

IN RE: ESTATE OF JAMES L.
STROBEL,

Daniel Lloyd Strobel, et al.

Plaintiffs,

vs.

Paula M. Strobel, as Personal
Representative of the Estate of
James L. Strobel and individually, et
al.

Defendants.

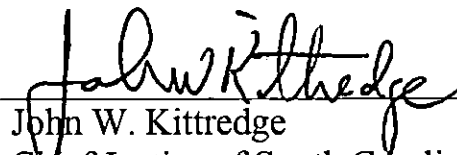
Charleston County
2024-CP-10-04752

ORDER

Pursuant to the provisions of Article V, Section 4 of the South Carolina Constitution, and upon the request of the Chief Judge for Administrative Purposes for the Ninth Judicial Circuit and the consent of the Honorable Frank Addy,

IT IS ORDERED that this case be designated as complex and that the Honorable Frank Addy, Circuit Court Judge, be assigned exclusive jurisdiction to hear and handle all pre-trial motions and other matters pertaining to this case.

Judge Addy shall hear a status and scheduling conference in this matter and shall designate a date prior to which this case will not be called for trial in the order resulting from that conference.


John W. Kittredge
Chief Justice of South Carolina

Columbia, South Carolina
December 23, 2025

RECEIVED

Apr 27 2026

SC Court of Appeals

THE STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS

Appeal from Charleston County
Court of Common Pleas

The Honorable Thomas J. Rode, Circuit Court Judge
Trial Court Case No. 2022ES1000235

Appellate Case No. 2026-000229

In re: Estate of James L. Strobel, Deceased,

Daniel Lloyd Strobel; James Andrew Strobel; John Anthony Strobel; and Peter Nicholas Strobel,
Respondents,

v.

Paula M. Strobel, as Personal Representative of the Estate of James L. Strobel and individually;
Dorothy Elizabeth Strobel Bell, as an interested person; and Zoie P. Ogletree, as an interested
person, Defendants,

of whom Paula M. Strobel, as Personal Representative of the Estate of James L. Strobel and
individually; and Dorothy Elizabeth Strobel Bell, as an interested person, are the Appellants.

PROOF OF SERVICE

I hereby certify that on the 27th day of April 2026 I have caused the service of the
Appellants' Return to Motion to Dismiss Appeal by electronic mail using the email address listed
in the Attorney Information System, to the attorney for record at the address listed below:

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