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Apr 30 2026

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 Judge

Appellate Case No. 2026-001070
Court of Common Pleas Case No. 2024-CP-10-04752
Probate Court Case No. 2022-ES-10-00235

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 ZOE 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.

RESPONDENTS' REPLY IN SUPPORT OF MOTION TO DISMISS APPEAL

Respondents Daniel Lloyd Strobel, James Andrew Strobel, John Anthony Strobel, and Peter Nicholas Strobel ("Respondents") hereby submit this reply in support of their motion for an order dismissing this appeal on the grounds that the circuit court's interlocutory orders which are the subject of the appeal are not directly or immediately appealable.

Respondents' motion explains why the circuit court's orders are not immediately appealable. Those orders denied Appellant Paula M. Strobel's request to amend her pleading to

add a counterclaim for civil conspiracy and denied her request for a jury trial pursuant to SCRCP 39(b). See Motion to Dismiss Appeal “Exhibit J” & “Exhibit L.” The orders do not strike out any pleading; instead, they merely deny Appellant Strobel’s request for leave to amend her pleading. The orders also do not deny any right to a jury trial as a matter of right under Rule 38; rather, they deny Appellant Strobel’s request for jury trial as a matter of the court’s discretion under Rule 39(b). Our case law could not be clearer that these orders are not immediately appealable. The Return filed by Appellants Paula M. Strobel and Dorothy Elizabeth Strobel Bell (“Appellants”) fails to show otherwise. Respondents will refrain from simply repeating here the arguments made in their motion.

Instead, Respondents feel compelled to briefly respond to those portions of the Return that attempt to articulate a rationale for why the court could refuse to enforce the written separation agreement dated March 4, 1977, which their late father, James L. Strobel (“Decedent”), executed with their mother, Defendant Zoie P. Ogletree (“Defendant Ogletree”), and which was filed with the Dorchester County Family Court on April 18, 1977. As discussed in Respondents’ motion, the terms of the separation agreement required Decedent to make an irrevocable will leaving the greater of \$25,000 or 50% of his estate to Respondents in equal shares. At the time it was executed, Respondents were minor children.

To date, Appellants have not uncovered or produced any evidence showing that either Decedent or Defendant Ogletree ever rescinded or attempted to terminate the separation agreement. No such evidence is mentioned in Appellants’ Return. No agreement rescinding the separation agreement is cited or attached. No court order terminating the agreement or finding it to be invalid or no longer in effect is cited or attached. While the Return does attach various documents filed in the Family Court showing that Decedent and Defendant Ogletree at times

claimed the other had failed to comply with particular provisions of the separation agreement, none of those documents suggest that Decedent or Defendant Ogletree ever asserted the separation agreement is illegal, invalid, or not binding for any reason. To the contrary, those same documents show that Decedent or Defendant Ogletree wanted the Family Court to enforce the separation agreement's obligations.

The separation agreement remained in effect for forty-five years during which time the Decedent fully enjoyed the benefits of that agreement until his death on January 3, 2022. Now that Decedent is dead and his four sons (Respondents) are asking the court to enforce the agreement's requirement that they receive a portion of their father's estate, Appellants' lawyers have recently concocted a new legal theory untethered to the evidence in an attempt to jettison the agreement. This new theory is that the separation agreement "was specifically designed to evade the protections and policy considerations embedded into the South Carolina law," that Decedent and Defendant Ogletree "decided to evade South Carolina law by obtaining a Dominican Republic Mutual-Consent Divorce, also known as a 'quicky divorce,'" that the "separation agreement appears to be tailor-made to facilitate an illegal quicky divorce in the Dominican Republic," and "the separation agreement was part of a coordinated scheme [by Decedent and Defendant Ogletree] to evade South Carolina divorce law." See Return pp.2, 4, 7.¹

¹ The separation agreement nowhere refers to the Dominican Republic, doesn't say its validity is dependent or contingent upon a divorce ever being obtained, and nowhere mentions that Decedent or Defendant Ogletree intended to seek a divorce in the Dominican Republic. In short, Appellants' new theory is based upon extrinsic evidence not contained in the separation agreement itself. This evidence is inadmissible "to contradict, add to, subtract from, vary or explain its terms." Proffitt v. Sitton, 244 S.C. 206, 136 S.E.2d 257, 259 (1964); Gilliland v. Elmwood Properties, 301 S.C. 295, 391 S.E.2d 577, 581 (1990). Evidence of conversations and parol agreements between the parties prior to or contemporaneous with the written contract are considered to have been merged therein so that they cannot be given in evidence for the purpose of changing the contract or showing the intention or understanding different from that expressed

Appellants fail to apprise the court of any evidence showing such a “coordinated scheme” ever existed. *In fact, their Return conspicuously fails to disclose to this Court that Defendant Ogletree never traveled to the Dominican Republic, she was unaware that Decedent had ever traveled to the Dominican Republic supposedly to obtain a divorce, and she didn’t know anything about Decedent obtaining a divorce in the Dominican Republic.* See Exhibit O attached pp. 193-97, 199-200, 209-11, 215-18. Far from showing a “coordinated scheme,” the only evidence in the record suggests that Decedent went to the Dominican Republic by himself without Defendant Ogletree’s knowledge and he *possibly* unilaterally pursued a divorce from her in that country. While Appellants argue that Decedent did obtain a divorce from Defendant Ogletree in the Dominican Republic on March 15, 1977, they have failed to produce any such divorce decree. The Family Court has no record of any divorce decree issued in the Dominican Republic or any other jurisdiction. Appellants apparently contend that Decedent and Defendant Ogletree supposedly schemed to obtain an illegal divorce which no one can find. While Appellants point out that Decedent and Defendant Ogletree thought they were divorced, the mere fact they thought they were divorced does not constitute a valid divorce.

In any event, whether Decedent and Defendant Ogletree ever actually divorced has no bearing on the enforceability of Decedent’s obligations under the separation agreement, which is one of the reasons why Judge Rode refused to allow Appellant Strobel to amend her pleading to interject that claim into this case. Respondents have consistently argued in the circuit court that there is no evidence that either Decedent or Defendant Ogletree ever rescinded or attempted to terminate the separation agreement and the separation agreement nowhere says its validity is dependent or contingent upon a divorce ever being obtained. See Exhibit P attached pp. 44-48.

in the written agreement. Allen-Parker Co. v. Lollis, 257 S.C. 266, 185 S.E.2d 739, 742 (1971); Davis v. KB Home of S. Carolina, Inc., 394 S.C. 116, 713 S.E.2d 799, 805 (Ct. App. 2011).

Judge Rode agreed with Respondents. He saw through Appellants' transparent attempt to manufacture an excuse for evading the separation agreement's requirements. In his order denying Appellant Strobel's motion to amend her pleading to add a counterclaim for civil conspiracy, he ruled as follows:

Further, although the precise allegations of Defendant Strobel's proposed counterclaim are unknown given the absence of a proposed amended pleading, her counsel expressed at the hearing that her proposed new claim is based on theories that the Decedent and Defendant Ogletree supposedly conspired with each other in 1977 or acted *in pari delicto* to obtain an illegal divorce from a court in the Dominican Republic. These arguments are not stated in Defendant Strobel's motion and were raised for the first time at the hearing. Even assuming *arguendo* these arguments were properly raised, Plaintiffs' counsel pointed out in response that the separation agreement between Decedent and Defendant Ogletree which they seek to enforce was executed prior to any divorce between Decedent and Defendant Ogletree in the Dominican Republic and the agreement does not provide it is dependent or contingent upon the parties ever obtaining a valid divorce. Plaintiffs assert the separation agreement is valid even if the divorce is illegal or invalid.

Settled law recognizes an important caveat to the general rule that courts will not enforce an illegal contract. In Nelson v. Bryant, 265 S.C. 558, 220 S.E.2d 647 (1975), the court held that despite the rule that the courts will not enforce an illegal transaction, "the principle is recognized that, if there is an independent contract, not forbidden by law, on which the action is brought, the independent contract is enforceable even though it be with respect to the proceeds of an illegal transaction." Nelson v. Bryant, 265 S.C. 558, 561, 220 S.E.2d 647, 648 (1975); see also Graham v. Graham, 276 S.C. 341, 343, 278 S.E.2d 345, 346 (1981) (holding that subsequent agreement to sell portions of property obtained through an illegal scheme to chill bids at a judicial sale was valid and enforceable contract despite the invalidity of the prior scheme); Cherry v. Thomasson, 276 S.C. 524, 527, 280 S.E.2d 541, 542 (1981) ("Equity will allow a party to recover on an enforceable, legal contract as long as the right to be vindicated arises under that contract and not under an independent illegal agreement."). 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.

See Motion to Dismiss Appeal Exh. J pp. 9-10.

Judge Rode rightfully refused to allow Appellant Strobel to raise a new counterclaim that will not have a chance of success based on the facts and the law. If Appellant Strobel feels this

ruling was wrong, then she can appeal it once a final judgment has been entered. However, at this point, Judge Rode's ruling is interlocutory and not immediately appealable.

In conclusion, Respondents respectfully request an order of this court dismissing this appeal and remanding the matter to the circuit court for further proceedings.

ROSEN HAGOOD, LLC

By: */s/ Daniel F. Blanchard, III*

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ATTORNEYS FOR RESPONDENTS

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SC Court of Appeals

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

1 IN THE COURT OF COMMON PLEAS
2 STATE OF SOUTH CAROLINA
3 COUNTY OF CHARLESTON

4 IN RE: ESTATE OF
5 JAMES L. STROBEL, Deceased,
6 DANIEL LLOYD STROBEL;
7 JAMES ANDREW STROBEL; JOHN
8 ANTHONY STROBEL; and
9 PETER NICHOLAS STROBEL



10 Plaintiffs,

11 vs.

CIVIL ACTION NUMBER
2024-CP-10-04752

12 PAULA M. STROBEL, as Personal Representative of
13 the Estate of James L. Strobel and individually;
14 DOROTHY ELIZABETH STROBEL BELL, as an interested
15 person; and ZOIE P. OGLETREE, as an interested
16 person,

17 Defendant.



18 -----/

19 The videotaped deposition of
20 OF ZOIE P. OGLETREE, a defendant in the
21 above-entitled cause, taken pursuant to Notice
22 and agreement, before Naomi McCracken
23 Stenographic Court Reporter and Notary Public,
24 and Charles "Chuck" T. Nussbaum, Jr., Legal
25 Videographer, at the office of Saxton & Stump,
26 LLC, located at 151 Meeting Street, Suite 400,
27 Charleston, South Carolina,, on the 19th day of
28 June, 2025, commencing at or about the hour of
29 10:12 A.M.



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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 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 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. Twombley 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 Strobел
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 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 STATE OF SOUTH CAROLINA) IN THE SOUTH CAROLINA CIRCUIT COURT 9
2 COUNTY OF BEAUFORT) COURT C.A NO. 2024-CP-10-04752
3
4 Daniel Strobel)
5) Plaintiff,))
6 Versus)
7 Paula M. Strobel et al)
8) Defendant.)

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SC Court of Appeals



10 H E A R I N G

12 DATE: June 5, 2025

14 LOCATION: South Carolina Circuit Court 9

16 JUDGE: S. Bryan Doby

18 TRANSCRIBED BY: ERIN REILLY

20 LEGAL EAGLE

21 Post Office Box 5682

22 Greenville, South Carolina 29606

23 864-467-1373

24 depos@legaleagleinc.com

25

1 THE COURT: Thank you, sir.

2 MR. BLANCHARD: The statements about the separation
3 agreement, I think it needs to be clear, that document was done
4 in March of 1977 before any divorce decree. It was not done
5 subject to a divorce decree. When you read the document, it
6 never were -- there's no provision in it that says if we don't
7 get a divorce then this separation agreement is invalid or is
8 rescinded or vacated. So, it's not dependent upon a divorce.
9 The -- and I need to reiterate, in July of 1978, they did
10 another agreement, an amendment to it that reaffirmed the
11 provision that we're seeking to ignore. So, all this stuff
12 that Mr. Twombly told you happened in 1977 where they're
13 claiming each other is violating the document, it's meaningless
14 because in July, 1978, they executed another agreement
15 reaffirming the provision for Jim to make an irrevocable will.

16 So, it's really kind of a lot of meaningless
17 discussion and guesswork and speculation. He's saying, well,
18 there could be something out there. This case has been two --
19 it's pending for two and a half years. We're here on a summary
20 judgement motion and they're now saying, well, we just started
21 looking basically into family court records and we're trying to
22 find documents. They've had two and a half years to do that.
23 So, either present documents that show what you're saying could
24 be the fact, or if you don't, then there's nothing there for
25 the Court to consider.

1 Again, there is no document they have presented in
2 their filing last night, 10:30 p.m. that shows the separation
3 of Defendant was modified, changed or vacated, rescinded,
4 anything like that. So, the Dominican Republic divorce, and I
5 actually do want to read some of Paula's deposition testimony
6 and this is before you, in that binder, if you look at Tab 1
7 and there's a Tab M. Tab M is Paula's deposition transcript.
8 We put the entire transcript in. Now, I'm just going to read
9 some of them. This is a question-and-answer format. Did Jim
10 go to the Dominican Republic? Answer, it appears so. When did
11 that happened? I have no idea. You were not aware at the time
12 that he went to Dominican Republic? Answer, I knew when he got
13 back, but he traveled a lot, so, I didn't know or I don't know.
14 How did you know that he got back from the Dominican Republic?
15 He said he had gotten a divorce.

16 And when did this happen, this conversation? I don't
17 recall. It would've been after that day but I don't recall
18 when. Was it before you married? Of course. So, sometime
19 before April 29th, 1977? Is that a yes? Yes, sir. To your
20 knowledge, did Jim go to the Dominican Republic to live there?
21 I don't know. Did he ever tell you that I'm moving to the
22 Dominican Republic and I'm living there permanently? Not that
23 I recall. To your knowledge, did Jim ever say that he was a
24 resident or citizen of the Dominican Republic? I do not recall
25 him ever saying that, no. To your knowledge, he took a trip to

1 the Dominican Republic? I would say so, yeah. How long was he
2 into Dominican Republic? I don't know. And when? Do you have
3 some idea? I don't. I don't remember. Do you know whether it
4 was more than a month? I don't think so, but I don't know. I
5 really don't know. Was it more than a year? No. Before Jim
6 had gone to the Dominican Republic, did he tell you, I'm going
7 to the Dominican Republic for some reason? No, sir.

8 So, you didn't know that he had gone to Dominican
9 Republic until he had actually gotten back from it, correct?
10 Correct. Do you know who went to Dominican Republic with him,
11 if anybody? No sir, I don't. Do you know where he stayed
12 there? I have no idea. Do you know whether he stayed in a
13 hotel or did he have a home? I don't know. I understand. I
14 still have to ask the questions. She said, I understand. Do
15 you know whether Zoie went to Dominican Republic with him? I
16 do not know. Did he explain to you or say to you why he'd gone
17 to Dominican Republic after? Yes. When? Is that in the time
18 period before you got married to him? Before, yes. What did
19 he say? That to oversee with a lawyer, had told him that --
20 I'm assuming he made the arrangements for him to go get the
21 divorce. So, he went to Dominican Republic to get a divorce
22 from Zoie? That was the way it sounded. Yes. Do you know
23 whether Zoie agreed? I have no idea. And it keeps on.

24 Do you know whether Zoie was aware that Jim had gone
25 to Dominican Republic to get divorce? I do not. We tried to

1 locate a copy of the divorce decree. Yes, sir. Issued by the
2 Dominican Republic and we can't locate one. Do you know who
3 would have a copy of that document if it exists? No, sir. So,
4 I followed up with her, I said, this is -- as we sit here right
5 today, do you -- you do not have a copy of any divorce decree
6 involving Zoie and Jim? No, sir. Do you know of anybody who
7 does? No, sir.

8 To your knowledge, did Jim ever travel to Dominican
9 Republic with the intention of not returning to the United
10 States? Not to my knowledge. Do you know where exactly in
11 Dominican Republic that Jim went in 1977? No, sir. Would you
12 agree with me that when Jim went to Dominican Republic in 1977,
13 he returned to the United States less than 18 months after he
14 went to Dominican Republic? Less than 18 months? Yes, I say
15 yes. To your knowledge, in 1977 or any time thereafter, did
16 Jim establish a permanent residence in any place other than
17 South Carolina? Not that I'm aware of. So, the statute that
18 we are relying on and is quoted in our material --

19 So, this is the Uniform Divorce Recognition Act. It
20 was in place in -- before 1977. It was a different code
21 section, it's been recalled now. The current code section is
22 Section 20-3-420, and it states, quote, "A divorce from the
23 bonds of matrimony obtained in another jurisdiction shall be of
24 no force or affect in this state if both parties to the
25 marriage were domiciled in this state at the time of the

1 proceeding when the divorce was commenced." The only evidence
2 in this record is that both Jim and Zoie lived in South
3 Carolina the entire time, 1977. There's possibility, I guess,
4 now from when hearing Mr. Twombly that Jim went to Dominican
5 Republic for some period of time but they don't see that.
6 There's certainly no evidence that he established a residence
7 there. So, then Section 20-3-430 establishes what are
8 considered to be prima facie evidence of a divorcing party
9 who's domiciled when the divorce proceeding is commenced.

10 It says proof that a person obtaining a divorce from
11 the bonds of matrimony in another jurisdiction was, A, domicile
12 in this state within 12 months prior to commencement of the
13 proceeding therefore, and resume residence in this state within
14 18 months after the date of his departure, or B, at all times
15 after his departure from this state and until his return,
16 maintain a place of residence within this state shall be a
17 prima facie evidence that the person was domiciled of this
18 state when the divorce proceeding was commenced. Both of this,
19 we've got evidence in the record that both of those go against
20 Jim being divorced as I can recall. So [indiscernible] is my
21 guess to mention that because what Mr. Twombly kind of did is
22 more is argument most compelling to the motion for summary
23 judgment. I think that's all we have on the motion to compel,
24 Your Honor.

25 THE COURT: All right. Well, tell me about the

1 challenge the will or challenge whatever they might have.

2 MR. TWOMBLEY: That's right. So, it's -- you know, I
3 mean, Dottie got named in the suit. You know, they've alleged
4 that she's got an interest in all of this. She's an interested
5 party, but now they say she can't bring claims related to her
6 interest. I mean, but that's not fair. She's got proper
7 claims that she wants -- she had it brought. And --

8 THE COURT: Well, under your theory, what you're
9 telling me though is that under the circumstance, it was a
10 valid divorce. Your client was the true surviving spouse of
11 the decedent and that she is the sole heir under the last will
12 and testament under the circumstances, correct?

13 MR. TWOMBLEY: Well, I'm not saying anything about
14 that divorce. What I'm saying is I don't know whether or not
15 there was a divorce. I do not. Mr. Blanchard is correct, to
16 date, nobody has been able to find a document that says that
17 there was a divorce.

18 THE COURT: So, what you're telling me is that it
19 doesn't make any difference that the last will and testament is
20 what controls and the only thing that I've got to do right now
21 under your cross motions for summary judgment is to determine
22 whether or not 50 percent of the estate would go to the
23 children under that agreement that was filed on the family
24 court or in the circuit court.

25 MR. TWOMBLEY: Well, I think that's close. I think

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Apr 30 2026

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 Judge

Appellate Case No. 2026-001070
Court of Common Pleas Case No. 2024-CP-10-04752
Probate Court Case No. 2022-ES-10-00235

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 ZOE 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

Pursuant to SCACR 262(c)(3), I hereby certify that on April 30, 2026, I personally served the Respondents' Reply in Support of Motion to Dismiss Appeal with Exhibits O and P on the Appellants and Defendants above-named via electronic means by sending a copy of same to the following attorneys of record for Appellants and Defendants via e-mail using their primary e-mail addresses as listed in the Attorney Information System (AIS) as follows:

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A copy of the sent e-mail is attached to this Proof of Service.

This the 30th day of April, 2026.

ROSEN HAGOOD, LLC

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