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Aug 17 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

Appellate Case No. 2026-000229

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

Daniel Loyd Strobel; James Andrew Strobel; John Anthony Strobel; and Peter Nicholas Strobel… .... Respondents

-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 .... Defendants

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

APPELLANTS' INITIAL BRIEF

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III. Did the circuit court err by denying a jury trial as of right and, alternatively, abuse its discretion under Rule 39(b) and section 62-1-306(b)?

IV. Should the December 31 order be vacated because, once the Chief Justice assigned exclusive jurisdiction of this case to Judge Addy, Judge Rode no longer had jurisdiction?

STATEMENT OF THE CASE

In 1960, Jimmy Strobel and Zoie Ogletree married in Charleston, South Carolina and began raising a family. They had four sons: Daniel, James, and twins John and Peter—the Petitioners in the underlying probate action and Respondents to this appeal. Unfortunately, by 1977, the relationship experienced rough waters, and Jimmy and Zoie both agreed to end the marriage.

Rather than go the legal and proper route for South Carolina citizens to obtain a divorce, Jimmy and Zoie hatched a plan to "by-pass" South Carolina law and the traditional safeguards and policy considerations that underpin it. Instead, Jimmy and Zoie set out to obtain a "quicky divorce" by pursuing what is known to some as a Dominican Republic "Mutual Consent Divorce."

A Mutual Consent Divorce in the Dominican Republic is a process that permits foreign spouses to obtain a divorce decree within a matter of days based solely on their mutual consent. Although nominally processed through a Dominican court, the so-called "quicky divorce" affords none of the meaningful judicial scrutiny required by South Carolina law. It imposes no comparable waiting periods, requires no proof of a lawful South Carolina ground for divorce, provides no meaningful inquiry into the fairness of the parties' property division arrangements, and supplies no equivalent safeguards to ensure that the custody, support, and welfare of spouses and minor children are adequately protected.

To be clear, the vice in such a proceeding is not merely that it is fast or foreign. It is that the device could be used to evade the substantive and procedural protections deliberately imposed by South Carolina law. When employed for that purpose, the arrangement essentially thumbs its nose at a century of South Carolina jurisprudence, vaporizes the state's legitimate interest in regulating the process of terminating a marriage, substitutes the mere "consent" of a couple in the place of judicial supervision, statutory grounds, waiting periods, anti-collusion protections, and the concern for children and marital property.

Under Dominican law, the lynchpin component of a mutual consent divorce is a written agreement establishing that the parties both consent to ending their marriage, and further, have themselves agreed on the terms upon which the marriage will end. It is not possible to obtain a mutual consent divorce without such an agreement. As shown below, Jimmy and Zoie entered into a separation agreement for the purpose of obtaining an illegal Dominican Republic "quicky divorce." Respondents are third party beneficiaries of the agreement and seek to enforce a provision of that agreement. Respondents' claims cannot exist without the very instrument that makes the effort to bypass South Carolina possible.

Since the time that South Carolina has recorded the results of litigation on paper, the Courts of this state have refused to lend its services to interpreting, enforcing, or otherwise assisting parties who seek to enforce rights ostensibly flowing from illegal arrangements. This principal was firmly recognized by the United States Supreme Court, in *McMullen v. Hoffman,* 174 U.S. 639 (1899), which held:

> The authorities from the *earliest time* to the present *unanimously hold* that no court will lend its assistance *in any way* towards carrying out the terms of an illegal

> contract. In case *any action* is brought which it is necessary to prove the illegal contract in order to maintain the action, courts will not enforce it, *nor will they enforce any alleged rights directly springing from such contract.*

Id. at 654 (emphasis added).

South Carolina courts have expressly incorporated this principle into South Carolina state law for more than a century. *See Rountree v. Ingle*, 94 S.C. 231, 231, 77 S.E. 931, 932 (1913) ("Indeed, his whole transaction is without the pale of the law, and he cannot invoke the aid of the courts in enforcement of any claim depending on it."); *see also Jackson v. Bi-Lo Stores, Inc.*, 313 S.C. 272, 276–77, 437 S.E.2d 168, 170, (Ct. App. 1993)..

Respondents' efforts are even more objectionable here. Respondents ask the Court to void the portions of the bypass scheme that do not financially benefit them by declaring that the quicky divorce was illegal and ineffective and void the subsequent marriages of Jimmy and Zoie as bigamous. On the other hand, Respondents ask the Court to pluck a single provision in the "Separation Agreement" away from the bypass scheme and enforce that provision. Allowing that to happen would allow Respondents to benefit from arguing that the bypass scheme was illegal and is therefore unenforceable while also allowing them to enforce portions of the illegal scheme for their benefit. South Carolina law would never facilitate such a tortured result.

To make matters worse, in resolving procedural motions where the selective enforcement of portions of the illegal scheme was not raised, briefed, or argued for a merits determination, the circuit court inserted a legal declaration in its procedural order decreeing that the "Separation Agreement" could be plucked away from the illegal scheme and enforced notwithstanding its connection to the illegal quicky divorce scheme. Specifically, the Court's order stated:

> In this case, even if the divorce between [Jimmy and Zoie] 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.

(R. p. __.) Paula brought this improper declaration to the attention of the Court and asked that it be removed from the Court's order. Paula further requested that a hearing be scheduled so that she could be heard on the matter. The Court denied reconsideration without a hearing. Regardless of whether the "Separation Agreement" can be enforced notwithstanding its connection to the bypass scheme, it was improper for the Court to resolve the issue without notice and without the opportunity to be heard on the merits. This is reversable error.

In addition, the Court improperly denied Paula's effort to amend her pleading, which sought to include a claim related to Respondents' efforts to enforce Zoie's rights under the "Separation Agreement." The Court also denied Paula's effort to have a jury trial on factual issues that permeate this case. It was reversable error for the Court to do so.

STATEMENT OF FACTS & PROCEDURAL HISTORY

By 1977, the relationship between Jimmy and Zoie had experienced rough waters, and Jimmy and Zoie both agreed to end the marriage. While discovery has not yet concluded, it appears that pursuing an illegal Dominican Republic "quicky" divorce was the plan from the start.

Under 1977 Dominican Republic law, in order to obtain such a divorce, Jimmy and Zoie needed the following:

- A written separation agreement addressing issues such as the division of marital property, child custody arrangements, support payments to a spouse, and support payments for the benefit of minor children;
- At least one spouse must appear at a hearing in the Dominican Republic; and
- The absent spouse's execution a power of attorney authorizing a Dominican representative to appear in a Dominican Republic on behalf of the absent spouse.

See http://www.domrep.org/divorce.html; https://do.usembassy.gov/services/divorce/.Jimmy and Zoie went to the same lawyer related to their bypass efforts. (R. pp. __.) By March 4, 1977, a five-page "separation agreement" had been prepared for Jimmy and Zoie to sign, which memorialized their "mutual consent" to end the marriage ("Separation Agreement"). Specifically, the Separation Agreement stated that Jimmy and Zoie agreed that "certain irreconcilable differences" made "continuing the marriage relationship between them impossible[.]" (R. pp. __.)

The Separation Agreement also addressed other issues to facilitate the illegal divorce. For example, the Separation Agreement addressed issues such as the division of marital property, child custody, and support payments to Zoie and the minor children. Respondents allege that, seven business days after signing the agreement, Jimmy traveled to the Dominican Republic and obtained the Dominican Republic "quicky" divorce. (R. p. __.)

While discovery is not yet complete, there is significant evidence supporting Paula's allegation that Zoie knew about the effort to bypass South Carolina law and obtain the Dominican Republic "quicky" divorce. For example, Jimmy and Zoie used the same attorney for the preparation of the Separation Agreement, and they both executed the Separation Agreement at the same time, in front of the same witnesses, and before the same notary. The Separation Agreement was drafted to comply with Dominican Republic "quicky" divorce requirements. Zoie never made any effort to obtain a divorce from any other court. When Zoie was asked in this case when she and Jimmy divorced, she responded: "1977." (R. p. __.) Additionally, after the divorce was obtained, on September 7, 1977, Jimmy filed a pleading in Dorchester County alleging that Zoie had breached the Separation Agreement. In that filing, Jimmy alleged that he and Zoie were "formerly husband and wife." (R. p. __.) Zoie was served with that pleading on September 21, 1977, and despite being represented by counsel in the proceeding, Zoie never objected or otherwise questioned how she and Jimmy became former spouses because Zoie knew exactly how that happened.

On July 17, 1978, with unquestionable knowledge of the divorce, Jimmy and Zoie amended the Separation Agreement. In the amendment, Zoie "confirmed" or ratified the Separation Agreement in all other respects. (R. p. __.)

Following execution of the amendment, Zoie herself filed a petition in the Dorchester County Family Court alleging that Jimmy had breached the Separation Agreement by failing to pay alimony. In that filing, Zoie filed a verified pleading stating that a divorce had been "sought and obtained . . . from the Dominican Republic which was granted on March 15, 1977" and further acknowledged that the Separation Areement was "amended after divorce[.]" (R. pp. __.)

Jimmy responded to Zoie's allegations asserting all alimony payments had been paid as shown in verified bank statements and canceled checks. (R. p. __.) Jimmy also alleged that Zoie had breached the Separation Agreement in various ways and set forth a laundry list of breaches of the Separation Agreement by Zoie. For example:

- Despite Jimmy having sole custody of the children and Zoie only having limited visitation rights, Zoie traveled to Jimmy's house and removed one of the children while the child was on restriction to help him "elude the discipline";
- After one child was disciplined at school with Jimmy's agreement, Zoie wrote a note the schoolteacher allowing the child to "not do as he was instructed by the teacher";
- By "signing" for an "allowing" one child to obtain his driver's license;
- By failing to comply with visitation and custody requirements;
- By failing to take one of the children to the hospital after being bitten by a cat and suffering an infection;

- By taking one of the children to R rated movies, lounges, and buying them wine.
- By making unauthorized visits to Jimmy's home after being specifically instructed to not;
- By removing planted "shrubbery" from Jimmy's yard because "she planted it"; and
- By "maintaining turmoil among the members of this family."

(R. pp. __.) Jimmy stated: "I still do not understand why [Zoie] feels that she is nor required to adhere to the [Separation Agreement] and that I shall not deviate in the slightest." (R. p. __.)

Significantly, while the relevant courts where these actions were filed and litigated have produced some of the related files, to date no records have been located explaining how the litigation ultimately ended. Of course, Jimmy is deceased and Zoie does not recall. (R. pp. __.) Accordingly, it is not yet clear whether the litigation resulted in the Separation Agreement being terminated or otherwise abandoned by Zoie.

Nevertheless, in 1980, Zoie obtained a marriage license from the Charleston County Probate Court, necessarily representing she was no longer married. After the marriage license was issued, Zoie married Olie Ogletree. (R. p. __.) Zoie and Ogletree were married for almost thirty years until December of 2009 when Ogletree passed away. At his death, Zoie opened an estate, probated the estate, and inherited from that estate as the lawful spouse of Ogletree. (R. p. __.)

Jimmy remarried as well. He married Paula Strobel. This marriage lasted forty years, and together they had a daughter, Dorothy.

In 2003, after being married to Paula for twenty-six years, Jimmy and Paula went to an estate planning attorney to have estate plans prepared. In his will, Jimmy left his estate to Paula. (R. p. __.) Nineteen years later, in 2022, Jimmy died.

Following Jimmy's death, Paula began her effort to probate Jimmy's estate pursuant to the terms of the will Jimmy executed in 2003.

Prior to the estate being opened, Paula discovered for the first time a copy of a 1977 Separation Agreement that had been executed by Jimmy and Zoie. (R. p. __.) Paula testified that she read the agreement but did not understand what it meant or whether it was still in effect. (R. p. __.) Paula then hired attorney Andrew Rhea of Evans, Carter, Kunes & Bennett, PA to assist with probating Jimmy's estate. Paula gave the copy of the Separation Agreement to Mr. Rhea along with a copy of Jimmy's 2003 last will and testament. Mr. Rhea prepared South Carolina Probate Court From 300 to open the estate, which Paula reviewed and signed, and Mr. Rhea filed.[1]

On December 6, 2022, Respondents filed a creditors' claim against Jimmy's estate. The claim asserted that the 1977 Separation Agreement was valid and enforceable, and further, that Jimmy had not complied with its terms found in the 1977 agreement. Specifically, relevant to this case is the following clause:

> 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.
>
> . . .

[1] Significantly, because a) Paula did not know if the 1977 Separation Agreement was valid or effective, b) Jimmy had never given Paula a copy of the 1977 Separation Agreement or otherwise indicated that any such agreement remained effective, c) Jimmy prepared an estate plan in 2003 that did not comport with the terms of the 1977 Separation Agreement, d) Probate Court Form 300 does not ask any questions about potential creditors of an estate, and e) no other law exists requiring an individual opening a probate estate to disclose potential creditors' claims, Paula did not proactively inform the probate court or anyone else about the possibility of a creditors' claim being filed in the future.

> 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.

(R. p. __.) In this action, Respondents seek to enforce these terms against Jimmy's estate.

On September 8, 2023, Respondent's amended their claim. Respondents' new claims seek the following:

- Even though Respondents would only be entitled to one-half of Jimmy's "estate" if the Separation Agreement is valid and enforceable, Respondents ask the Court to void Jimmy's entire 2003 estate plan.
- Respondents next ask the Court to require his estate to pass intestate to his intestate heirs.
- Despite previously claiming the Dominican Republic "quicky" divorce was valid, Respondents now claimed that divorce was illegal, null, and void.
- Because the Dominican Republic divorce was invalid, Respondents asserts that Jimmy's marriage to Paula was bigamous and therefore also invalid, resulting in Jimmy remaining legally married to Zoie at the time of his death.
- In sum, Respondents argue that they are entitled to one-half of the value of Jimmy's estate based upon the Separation Agreement, that his 2003 will is invalid and the remaining one-half of his estate passes intestate, and because Zoie is his lawful wife she takes fifty percent of the remaining one-half, with the remainder passing to Respondents and Dotty as Jimmy's children.

But Respondents do not stop there. They additionally seek:

- According to Respondents, Jimmy's "estate" includes everything he owned in 1977, everything he acquired thereafter, and all probate and non-probate assets.

- Therefore, Respondents argue that all real estate transfers from Jimmy to Paula during their forty-year marriage are invalid, should be set aside, and brought back into Jimmy's estate.
- As to beneficiary designations made by Jimmy on bank accounts, checking accounts, retirement accounts, and life insurance policies, Respondents argue the proceeds of these accounts should be considered part of Jimmy's "estate" and for Respondents' benefit.
- As to any other assets Jimmy may have transferred to Paula during their forty-year marriage (e.g., "farm equipment"), those transfers should be invalidated and the assets brought back into the estate as well.
- Respondents further request that Paula be removed as personal representative of the estate.
- Respondents request that Paula be found liable for breach of fiduciary duty for failing to disclose the existence of the 1977 Separation Agreement, and further, that Paula be required to respond individually for all actual, compensatory, consequential, special, and incidental damages.
- Respondents also seek punitive damages, alleging that Paula acted willfully, maliciously, recklessly, carelessly, and/or wantonly for the purpose of causing injury to respondents.
- Finally, Respondents allege that "an award of costs and expenses, including reasonable attorneys' fees, to be paid by Paula . . . ."

(R. pp. __.)

As to whether the Separation Agreement might still be enforceable, Respondents have testified that Zoie never mentioned or told them about the Separation Agreement during Jimmy's lifetime. (*See, e.g.*, R. pp. __.) In fact, following Jimmy's death, Zoie never mentioned the Separation Agreement to Respondents. (R. p. __.) Certainty, if Zoie believed the 1977 agreement was still enforceable, she would have at least told her children about it following Jimmy's death. In any event, Danny Strobel (a licensed South Carolina attorney), testified that his mother (Zoie) and father (Jimmy) never mentioned the Separation Agreement to him. (R. p. __.) Danny asserts he found a copy of the Separation Agreement on "microfiche" at the courthouse by happenstance after Jimmy died, and when he did, he asked Zoie is she had a copy of the agreement. (R. p. __.) Zoie informed Danny that she did not have a copy of the Separation Agreement "or anything." (R. p. __.)

The evidence developed to date is also clear that, in between 1977 and the time of Jimmy's death in 2022, Zoie never took any steps to verify that Jimmy complied with the Separation Agreement. The fact that Zoie never took any such steps, never attempted to verify that Jimmy had complied with the agreement, and did not even inform her four children that any such agreement ever existed for their benefit creates a reasonable inference that Zoie knew the agreement was no longer enforceable.

To complicate things further, the only two individuals who know anything about these facts are Jimmy and Zoie. Jimmy is deceased, and following a day long deposition of Zoie, Respondents' counsel announced that Zoie had "borderline capacity," which Respondents failed to advise Appellants of prior to her deposition. (R. p. __.)

On November 17, 2023, Appellant filed an Answer to Respondents' Amended Petition, raising numerous defenses, including the defense of *in pari delicto.*

On December 18, 2023, Appellant filed an Amended Answer as a matter of right. The Amended Answer again raised a number of defenses, adding a counterclaim for unjust enrichment. Significantly, the Amended Answer and Counterclaim included a demand for a jury trial: "**JURY TRIAL DEMANDED**." (R. p. __.)

On January 2, 2024, Respondents filed a Reply. In their Reply, Respondents reserved the right to file "any additional and further defenses as may be revealed by additional information through the course of discovery and investigation in this matter . . . ." (R. p.__.)

On February 23, 2024, Dotty Bell was served with Respondents' Amended Petition as an interested party. (R. pp. __.) If Respondents' claims prevail, the marriage between her mother and father will be deemed invalid, resulting in Dotty being born out of wedlock. Should Jimmy's estate pass intestate, Dotty is an intestate beneficiary, just like Respondents. Respondents admit that Dotty's interest may be adversely affected by this action. (R. p. __.)

After being granted an extension, on April 15, 2024, Dotty Bell filed her Answer to Respondents' Amended Petition, as well as Counterclaims against Respondents and Crossclaims against Zoie Ogletree. One defense raised by Dotty is that Zoie Ogletree, as the party who ostensibly negotiated the Separation Agreement, bargained for the inclusion of the irrevocable will provision, signed the Separation Agreement, and participated in the litigation involving her breach of the Separation Agreement, is the "real-party in interest" and should be aligned as such in this action. (R. pp. __.) Dotty further asserted that Zoie had only been named as an "interested party" and should be named and re-aligned as a Plaintiff is in this action. (R. p. __.) Dotty raised additional claims related to:

- Respondents' attempt to improperly assert claims to benefit Zoie when Zoie should be required to assert those claims;

- Respondents' improper assertion that Paula's marriage to Jimmy was bigamous and invalid, and, if that is the case, the marriage between Zoie and Ollie Ogletree was bigamous and also invalid.[2]
- Respondents' and Zoie's ostensible agreement for Respondents to present claims related to the Separation Agreement that clearly belong to Zoie, while purposely attempting to keep Zoie in the background.[3]
- Bell's allegation that the arrangement in question constituted an improper agreement to commit a wrong, and therefore amounted to a legal conspiracy.

(R. pp. __.)

On April 25, 2024, Dotty moved under section 62-1-302 of the South Carolina Code to remove the matter from the Probate Court to the Court of Common Pleas, asserting that the pending claims entitled the parties to a jury trial and sought more than $5,000 in relief. (R. pp. __.) On May 2, 2024, Respondents opposed removal and separately moved to strike both Dotty's and Paula's jury-trial demands. (R. pp. __.) Respondents contended that Dotty had no right to a jury trial and that Paula had failed to demand one timely. (R. pp. __.) On May 13, 2024, Respondents also moved to dismiss Dotty's counterclaims, asserting that she lacked standing or capacity to pursue them and was not the real party in interest under Rule 17(a), SCRCP. (R. pp. __.)

[2] However, Zoie had already inherited from Ogletree's estate as his lawful spouse, and equitably, the stature of both marriages should be resolved by the Court, as well as the potential restitution of assets received by Zoie from Ogletree's estate by virtue of her ostensible status as a spouse.

[3] The purpose of the arrangement was to minimize the multitude of defenses that defeat a claim by Zoie but may also not prevent a claim by Respondents as ostensible third-party beneficiaries of the Separation Agreement. The arrangement would further minimize the post agreement litigation alleging that Zoie breached the Separation Agreement herself and is not entitled to have it enforced.

On May 14, 2024, Paula moved for leave to amend her Amended Answer to add a counterclaim for civil conspiracy. (R. pp. __.) She subsequently moved for a jury trial on June 24, 2024. (R. pp. __.) Respondents opposed both motions on July 5, 2024, arguing, among other things, that Paula's proposed amendment would be futile and that she had waived any right to a jury trial by failing to serve a timely demand under Rule 38(b), SCRCP, and section 62-1-306(a). (R. pp. __.) On July 8, 2024, Paula filed memoranda supporting her motions to amend and for a jury trial and opposing Respondents' motion to strike her jury-trial demand. (R. pp. __.)

On August 16, 2024, the Probate Court removed the matter to the Court of Common Pleas on its own motion without resolving the parties' pending motions. (R. pp. __.) The Probate Court record was transmitted to the Charleston County Court of Common Pleas on February 19, 2025, where the matter was assigned Case No. 2024-CP-10-04752. (R. pp. __.) Paula refiled her motion to amend in the circuit court on June 23, 2025, and her motion for a jury trial on June 27, 2025. (R. pp. __.)

Following a June 5, 2025 hearing, Judge Doby deferred consideration of Respondents' motion to strike Paula's jury-trial demand until Paula's motion to amend could be heard. (R. pp. __.) In a separate order entered July 31, 2025, Judge Doby granted Respondents' Motion to Dismiss Dotty's Counterclaims on the grounds that the claims should be brought by Paula, who had a motion to amend pending. Judge Doby also struck Dotty's jury trial demand. (R. pp. __.) Judge Doby denied Dotty's motion to alter or amend that order on August 25, 2025. (R. pp. __.)

Paula's motions to amend and for a jury trial were heard on August 27, 2025. (R. pp. __.) Judge Rode initially denied both motions by Form 4 order entered October 14, 2025, and subsequently entered a formal order on November 3, 2025. (R. pp. __.) Although the matters before the court concerned only whether Paula could amend her pleading and whether she was entitled to a jury trial, the November 3 order went further and resolved substantive issues concerning the validity and enforceability of the 1977 Separation Agreement. (R. pp. __.)

Paula timely moved to alter or amend the November 3 order on November 13, 2025. (R. pp. __.) On December 3, 2025, Zoie filed an amended answer raising a host of additional factual and legal issues. (R. p. __). She also filed a motion to amend her answer to bring a counterclaim. (R. p. __.) While these motions remained pending, the Chief Justice signed an order on December 23, 2025, designating the matter as complex and assigning exclusive jurisdiction to Judge Addy. (R. pp. __.) Nevertheless, on December 31, 2025, Judge Rode entered a Form 4 order denying Paula's motion to alter or amend. (R. pp. __.) This appeal followed. (R. pp. __.)

STANDARD OF REVIEW

Whether a circuit court may decide an issue not raised, briefed, or argued is a question of law. *Griffin v. Capital Cash,* 310 S.C. 288, 294, 423 S.E.2d 143, 147 (Ct. App. 1992). A question of law is reviewed de novo. *See, e.g.*, *Town of Summerville v. City of North Charleston*, 378 S.C. 107, 110, 662 S.E.2d 40, 41 (2008). Consequently, a ruling exceeding the limits and scope of the motion before the court requires reversal. *City of N. Myrtle Beach v. Lewis-Davis*, 360 S.C. 225, 230, 599 S.E.2d 462, 464 (Ct. App. 2004) (citing *Skinner v. Skinner*, 257 S.C. 544, 550, 186 S.E.2d 523, 526 (1972)); *see also Friedberg v. Goudeau,* 279 S.C. 561, 562, 309 S.E.2d 758, 759 (1983) (reversing the grant of summary judgment when the ground for summary judgment was not properly before the court); *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.").

A trial court's denial of leave to amend is reviewed for abuse of discretion. *Patton v. Miller*, 420 S.C. 471, 489, 804 S.E.2d 252, 262 (2017). A court abuses its discretion when its ruling is controlled by an error of law or lacks evidentiary support. *See, e.g.*, *Wright v. Craft*, 372 S.C. 1, 34, 640 S.E.2d 486, 504 (Ct. App. 2006).

The right to jury trial presents legal questions reviewed de novo. *Zurich Am. Ins. Co. of Illinois v. Palmetto Contract Servs., Inc.*, 434 S.C. 104, 109, 862 S.E.2d 714, 715 (Ct. App. 2021). To the extent the court exercises discretion under Rule 39(b), SCRCP, or S.C. Code Ann. § 62-1-306(b), its decision is reviewed for abuse of discretion. *Id.*; *Lester v. Dawson*, 327 S.C. 263, 267, 491 S.E.2d 240, 242 (1997).

ARGUMENT

The circuit court's order should be reversed or vacated for three independent reasons.

First, the court went beyond the motions before it. The Motion to Amend and Rule 39(b) Motion did not present a question as to the enforceability of the Separation Agreement in light of its connection to the illegal bypass scheme. Yet, the circuit court declares that the Separation Agreement can be enforced because it is independent of the invalid divorce and enforceable despite it. That statement reaches the core of Respondents' claims and Paula's defenses. It was entered without notice, briefing, evidence, or a dispositive motion. South Carolina law does not permit a court to decide a merits issues *sua sponte* in a way that prejudices the parties' rights. At minimum, this Court should vacate those merits conclusions.

Second, the court misapplied Rule 15. South Carolina follows a liberal amendment policy. Leave must be freely given when justice requires and does not prejudice another party. The burden to show prejudice rests on the party opposing amendment. The order did not identify any prejudice. Instead, the order penalized Paula for not attaching a proposed amended pleading, despite the fact that Rule 15 does not require a proposed pleading. The court relied on distinguishable federal cases for this conclusion, and the one South Carolina citation relied on by the court was where a litigant had been specifically instructed to file a proposed pleading and failed to do so. Paula was never directed to file a proposed pleading.

Third, the court erred in denying a jury trial. Respondents seek money and specific property; those issues are triable by jury under Rule 38(a), SCRCP, and S.C. Code Ann. § 62-1-306(a) when duly demanded. Paula demanded a jury trial in her amended pleading, which asserted a new unjust-enrichment counterclaim and raised new factual issues concerning benefits Respondents would receive from Paula's payments, maintenance, improvements, and contributions during her forty-year marriage to Jimmy. The last pleading directed to those new issues was Respondents' Reply, filed *after* Paula's demand for a jury trial. Alternatively, even if the circuit court found waiver, Rule 39(b) and section 62-1-306(b) gave the court discretion to order a jury or advisory jury. The order treated waiver and advisory status as reasons to deny relief, rather than analyzing the absence of prejudice, the complexity of factual issues, and the interests of justice.

Finally, the December 31, 2025 order denying reconsideration should be vacated because it was entered after the Chief Justice designated this matter as complex and assigned Judge Addy exclusive jurisdiction. The complex case order did not exempt the motion to reconsider or make provisions for Judge Rode to enter a ruling on it.

I. The circuit court erred by inserting merits conclusions into a procedural order in terms that may be treated as binding in later proceedings.

The order should be reversed, or at minimum vacated in part, because it included merits conclusions that were simply not before the court. Moreover, the merits conclusion was unnecessary to the motions that were before the court.

Paula's motion to amend simply asked to amend her pleadings to add a counterclaim for conspiracy. Her Rule 39(b) motion asked for factual issues to be tried to a jury if a determination was made that she was not entitled to a jury trial as a matter of right. Neither motion asked the court to rule on the enforceability of the Separation Agreement in light of its connection to the illegal bypass scheme.

Yet the order states that, even if the divorce between Jimmy and Zoie was illegal or void, the Separation Agreement was independent and enforceable despite the invalid divorce. That statement goes to the heart of Respondents' case and Paula's defenses. Significantly, Paula's existing and operative pleading raises a host of defense to the enforceability of the Separation Agreement, including the defense of *in pari delicto*. However, the circuit court has essentially struck that defense by ruling that the Separation Agreement can be enforced independent of the illegal scheme. Even if the circuit court did not intend finally to dispose of those issues, the order's language is broad enough to do so, and Respondents intend to argue that issue is resolved.

South Carolina law does not permit that procedure. A circuit court exceeds its authority when it rules on a question outside the scope of the motion before it. *City of N. Myrtle Beach v. Lewis-Davis*, 360 S.C. 225, 230, 599 S.E.2d 462, 464 (Ct. App. 2004) ("A reversal is required when the trial court's ruling exceeds the limits and scope of the particular motion before it."). Likewise, *sua sponte* rulings on unraised issues are improper when the parties have not been given notice and a fair opportunity to be heard. *See State v. Dicapua*, 383 S.C. 394, 398, 680 S.E.2d 292, 294 (2009) ("We now turn to the legal issue which resolves this case—may a trial court in a criminal case *sua sponte* order a new trial on a ground not raised by a party? We answered this question 'no' in the context of a civil proceeding in *Southern Railway Co. v. Coltex, Inc.,* 285 S.C. 213, 214, 329 S.E.2d 736, 736 (1985) ('The sole issue is whether a trial judge *ex mero motu*[] can grant a new trial on a ground not raised by a party. We hold he cannot.').” (internal footnotes omitted)); *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.”);

The prejudice is concrete because Respondents have already treated this language as meaningful. In opposing reconsideration, Respondents did not agree the issue as unresolved and/or that the order was not a decision on the merits. Respondents defended the order on the ground that the merits issue was correct. This is precisely why the order should be vacated.

The merits issue is complicated and fact intensive. The record developed to date raises serious questions about the pursuit of a foreign divorce procedure to accomplish what South Carolina law would never permit. Respondents themselves allege that two marriages should be declared bigamous and void because of the illegality of the arrangement. Whether South Carolina courts should enforce that the Separation Agreement will require a careful analysis of illegality, public policy, severability, participation, ratification, estoppel, waiver, and derivative enforcement by alleged beneficiaries of an illegal agreement. None of these issues were ever briefed or argued and it was improper for the lower court to make any such ruling.

The circuit court’s statement that the agreement is enforceable despite an invalid divorce also creates internal tension with the basis for Paula’s proposed amendment. If the court believed it could not understand the proposed counterclaim without a pleading, then it could not simultaneously decide that the underlying illegality theory fails as a matter of law without that pleading. The order uses uncertainty about Paula’s pleading as a reason to deny amendment, then relies on an assumed version of Paula’s theory as a reason to adjudicate enforceability against her. Both cannot be correct.

Because the enforceability of the Separation Agreement underlies Respondents' claims and Paula's defenses, a statement that the agreement is enforceable decides a substantial matter forming part of a cause of action or defense. That practical effect—not the label placed on the order—is what makes appellate correction necessary. The proper appellate remedy is straightforward. This Court should reverse the order denying leave to amend. Independently, it should vacate in part all findings and conclusions concerning the ultimate enforceability of the Separation Agreement, the effect of the Dominican Republic divorce on that agreement, and the viability of Paula's related defenses. The merits of those issues should be decided by the Court, if at all, only after proper notice, proper motions, a developed record, and a fair opportunity to be heard.

II. The circuit court abused its discretion by denying Paula leave to amend under an approach incompatible with Rule 15 and *Skydive*.

Rule 15(a), SCRCP, embodies a strong preference for deciding cases on their merits rather than on technical pleading limitations. After the time for amendment as a matter of course, leave of court is required, but leave "shall be freely given when justice so requires and does not prejudice any other party." Rule 15(a), SCRCP. The prejudice contemplated by Rule 15 is not the mere inconvenience of defending a claim. It is a lack of notice that the new issue will be tried and a lack of opportunity to refute it. *Parker v. Spartanburg Sanitary Sewer Dist.*, 362 S.C. 276, 286, 607 S.E.2d 711, 716 (Ct. App. 2005). The party opposing amendment bears the burden to establish prejudice. *Id.*

The order denying Paula's request to amend did not apply that standard. It did not identify how Respondents lacked notice of the factual subject matter, how discovery could not address the issue, or why a schedule could not accommodate the amendment. Paula moved to amend in May

2024 while the case was still in probate court and before removal to the Circuit Court. Respondent Zoie Ogletree did not even file her initial answer until October of 2024.

The Motion to Amend was filed months before the case was removed to the circuit and at a time when the other litigantss' pleadings were still developing. Whatever the scheduling history, Respondents cannot satisfy their burden of proving prejudice merely by pointing to the age of the case. Moreover, despite what Respondents may assert, the Motion to Amend was filed when the case was in its early stages. For example, both parties' summary judgment motions were denied on December 22, 2025, because more discovery is needed. (R. pp. __) The case was not designated as complex until December 23, 2025, shortly before this appeal was filed. (R. pp. __). Rule 15 requires prejudice of the kind that deprives the opponent of notice and opportunity to defend, and it is hard to see how any prejudice could be established under these facts.

The absence of prejudice is particularly apparent because Respondents and Ogletree were already litigating the same nucleus of facts. Respondents built their case around the 1977 Separation Agreement, the alleged Dominican Republic divorce, the effect of that divorce on Decedent's marriage to Paula, and the administration and distribution of Decedent's estate. Paula's proposed claim concerned the same estate-centered dispute, including Respondents' and Ogletree's efforts to obtain estate benefits through the challenged 1977 arrangement and subsequent litigation strategy. This was not a surprise claim for which Respondents had no notice. It was a claim arising from the same transactions and estate consequences that Respondents placed at issue.

The court compounded its Rule 15 error by making the absence of a proposed amended pleading effectively dispositive while simultaneously ruling on futility. Rule 15 does not impose a categorical requirement that a movant attach a proposed amended pleading. Even if a proposed pleading is useful, the remedy for uncertainty is to request the pleading, defer ruling, or grant leave subject to filing a pleading. The remedy is not to speculate about the claim, construe it against the movant, and deny amendment as futile.

Skydive Myrtle Beach, Inc. v. Horry County is controlling in principle. There, the Supreme Court emphasized the difficulty of determining futility without examining the proposed amendment and explained that amendment should not be refused on futility grounds unless the proposed claim is clearly futile. 426 S.C. 175, 183-87, 826 S.E.2d 585, 589-91 (2019). *Skydive* reflects Rule 15's preference for allowing pleadings to be tested by the ordinary adversarial process rather than by conjecture at the amendment stage.

Here, the court repeatedly acknowledged that it did not know the factual basis of the proposed claim. It stated Paula had not supplied the proposed pleading and that the court was left to speculate about the factual basis for the counterclaim. But after recognizing that limitation, the court did not direct Paula to file a proposed pleading. Instead, the court did exactly what *Skydive* counsels against: it determined the proposed pleading was futile. If the court could not determine the factual basis of the claim, it could not determine that the claim was clearly futile.

Nor was the claim clearly futile as a matter of subject-matter jurisdiction. The order reasoned that a probate court, and derivatively the circuit court after removal, lacked jurisdiction over a conspiracy claim. That is not correct.

Paula's conspiracy claim falls within the Probate Court's exclusive original jurisdiction because the alleged conspiracy is directed at the administration and distribution of Jimmy's estate. Section 62-1-302(a)(1) grants the Probate Court, "[t]o the full extent permitted by the Constitution," exclusive original jurisdiction over "all subject matter related to" estates of decedents, including the determination of property in which an estate has an interest and the determination of the decedent's heirs and successors. S.C. Code Ann. § 62-1-302(a)(1). The General Assembly's use of "all subject matter related to" an estate is deliberately broad. The statute is not limited to will contests or the appointment of personal representatives; those proceedings are merely identified examples within the larger grant of authority over the affairs of decedents' estates.

The Probate Code further confirms the breadth of that jurisdiction. An "estate" includes the decedent's property "as it exists from time to time during administration"; a "proceeding" includes both an action at law and a suit in equity; and the "settlement" of an estate encompasses "the full process of administration, distribution, and closing." S.C. Code Ann. § 62-1-201(11), (36), (43). The Code is also to be liberally construed to promote a speedy and efficient system for liquidating estates and distributing their property to the persons entitled to receive it. S.C. Code Ann. § 62-1-102. These provisions demonstrate that jurisdiction turns on the actual subject matter of the dispute, not the common-law name attached to the cause of action.

Here, the alleged conspiracy is not an independent dispute that merely happens to involve persons who are potential estate beneficiaries. The alleged object of the conspiracy is to affect the estate itself. The beneficiaries are alleged to be coordinating their actions to influence how estate property will be distributed, to manufacture or promote claims against the estate, to assert claims that belong—if at all—to other persons, and to engage in additional misconduct intended to distort the administration and ultimate disposition of estate assets. Determining whether those wrongful acts occurred, whether the asserted claims are properly before the estate, whether the alleged claimants possess the right to assert them, and whether the conduct should affect the beneficiaries' distributions necessarily requires supervision of the claims process and the administration of the estate.

Those matters lie at the heart of the Probate Code. Claims against an estate must be presented through the statutory process; the personal representative must allow or disallow them; proceedings may be brought concerning their allowance; and permissible claims must be paid before the remaining estate may be distributed to successors. S.C. Code Ann. §§ 62-3-803—807. Thus, allegations that beneficiaries are improperly asserting or promoting claims against the estate are not collateral to probate administration. They directly implicate which claims may be recognized, which assets remain available for distribution, and which beneficiaries ultimately receive those assets.

In *Thomas v. McGriff*, 338 S.C. 485, 629 S.E.2d 359 (2006), the Supreme Court of South Carolina explained that the jurisdiction of a court depends upon the nature of the action and the ultimate issue to be determined. Although the existence of a common-law marriage may ordinarily be determined in Family Court, the Probate Court has jurisdiction to decide that issue when it arises as a necessary component of determining heirship. The same reasoning applies here. Civil conspiracy may be the theory through which the misconduct is pleaded, but the ultimate controversy is whether beneficiaries improperly attempted to influence the allowance of claims, the administration of estate property, and the distribution of the estate. Those actions have a direct impact on the estate and how it is distributed. If estate beneficiaries engage in improper agreement designed to improperly impact the administration and distribution of an estate, those are probate issues.

The Supreme Court's decision in *Seels v. Smalls* reinforces the point. It recognized that § 62-1-302(a)(1) gives the Probate Court exclusive original jurisdiction over estates of decedents, including the determination of estate property and the ultimate disposition and distribution of that property. 437 S.C. 167, 175, 877 S.E.2d 351, 355 (2022). The alleged conspiracy here is aimed precisely at that ultimate disposition. It cannot be adjudicated without determining what obligations may properly be imposed upon the estate, what assets remain in the estate, and how those assets should be distributed among the successors.

Accordingly, because the conspiracy alleged here is directed at influencing the administration and distribution of Jimmy's estate—and because the relief necessarily requires the court to protect estate assets and determine their proper disposition—the claim falls within the Probate Court's exclusive original jurisdiction under § 62-1-302(a)(1).

The court also ignored the practical effect of Judge Doby's prior order. Judge Doby dismissed Dotty's conspiracy claims because Dotty lacked standing and was attempting to assert claims belonging to Paula. If those claims belonged to Paula, then Paula needed a fair opportunity to plead them herself. The later order turned that standing ruling into a trap. Dotty could not pursue the claims because they belonged to Paula, but Paula could not amend because the court deemed the claims futile without seeing them. Rule 15 does not permit that result absent clear futility or prejudice, neither of which Respondents established.

At most, Respondents raised arguments that might support a later Rule 12 motion, a motion to sever, a jurisdictional motion directed to an actual pleading, or transfer of claims if the final pleading fell outside probate-derived jurisdiction. Those possibilities do not make amendment clearly futile. The question at the amendment stage is not whether Paula will ultimately prevail; it is whether justice required leave and whether Respondents showed prejudice. Because the order applied the wrong standard, relied on speculation, and reached a futility conclusion without the pleading it claimed to need, the denial of leave to amend should be reversed.

III. The circuit court erred by denying a jury trial as of right and, alternatively, abused its discretion under Rule 39(b) and section 62-1-306(b).

The jury-trial ruling should be reversed for two independent reasons. First, Paula was entitled to a jury trial as of right on issues triable by jury. Second, even if the court concluded she had waived a demand as to some issues, it abused its discretion by refusing to order a jury under Rule 39(b), SCRCP, and S.C. Code Ann. § 62-1-306(b).

Rule 38(a), SCRCP, preserves the jury-trial right declared by the South Carolina Constitution or given by statute. It further provides that issues of fact in an action for the recovery of money only or specific real or personal property must be tried by a jury unless waived. Section 62-1-306(a) contains a parallel probate-specific command: if duly demanded, a party is entitled to a jury trial in a proceeding involving issues of fact in an action for recovery of money only or specific real or personal property, unless waived under the rules of civil procedure.

Respondents' own claims place jury-triable issues in the case. They seek actual damages for breach of contract, recovery of money, and relief affecting specific real and personal property. Their unjust-enrichment and constructive-trust theories also place property and factual entitlement issues before the court. Respondents cannot avoid the jury-trial consequence of their requested relief by styling parts of their petition in equitable language while also seeking money and specific property.

Paula demanded a jury trial in her December 18, 2023 Amended Answer and Counterclaim. That pleading was filed as an amendment as of right (within thirty days). It added an unjust-enrichment counterclaim and demanded a jury on all issues so triable. The unjust enrichment claim was new and asserted new issues into the case that were not there before. Respondents' reply to the counterclaim was served on January 2, 2024. Because Rule 38(b) permits a demand for a jury trial not later than ten days after service of the last pleading directed to the issue, Paula's demand was timely as to the new issues raised by her counterclaim and, at minimum, any issues for which Respondents' reply was the last pleading.

Zurich Am. Ins. Co. of Illinois v. Palmetto Cont. Servs., Inc., does not support the circuit court's broad waiver ruling. *Zurich* recognizes that an amended pleading can revive the jury-trial right when it raises new factual issues. 434 S.C. 104, 112, 862 S.E.2d 714, 718 (Ct. App. 2021). Paula's amended answer and counterclaim asserting unjust enrichment did exactly that. Her unjust-enrichment counterclaim requires factual determinations regarding benefits conferred on or retained by Respondents, the value of those benefits, Paula's mortgage payments, maintenance, improvements, marital contributions, Respondents' requested estate recovery, and whether retention of those benefits without compensation would be inequitable. Those issues are materially different from a narrow inquiry into whether the 1977 agreement contains a testamentary provision and whether Decedent complied with it.

The circuit court's waiver ruling is also procedurally problematic. Respondents' Rule 38 motion to strike Paula's jury demand was not heard on August 27, 2025. The order expressly acknowledged that the Rule 38 motion was not before the court. Yet it still stated Paula waived any entitlement to a jury trial as a matter of right. That statement decided the very issue the court said it was not deciding. It deprived Paula of notice and a focused opportunity to be heard on the Rule 38 motion and created immediate prejudice by determining the mode of trial.

Even assuming waiver, Rule 39(b) required an actual exercise of discretion. The rule provides that notwithstanding a party's failure to demand a jury trial in an action in which a demand might have been made of right, the court in its discretion upon motion may order a trial by jury of any or all issues. Section 62-1-306(b) similarly permits a probate court, when no jury right exists or when it has been waived, to call a jury to decide any issue of fact, with an advisory verdict unless the parties agree otherwise.

South Carolina decisions make clear that waiver does not give the opposing party a vested right to a bench trial. In *Hannah v. United Refrigeration Servs., Inc.*, the Supreme Court recognized that a party's failure to make a timely demand does not mean the opposing party acquires a right to a non-jury trial as a matter of law. 305 S.C. 394, 394, 409 S.E.2d 360, 361 (1991). *Patterson v. McNeill-Patterson & Assocs., Inc.* likewise affirmed the grant of a Rule 39(b) jury trial despite delay, emphasizing the absence of prejudice and explaining that discovery does not become prejudicial merely because it occurs before the mode of trial is set. 312 S.C. 471, 477-78, 441 S.E.2d 328, 332 (Ct. App. 1994).

The circuit court did not conduct that analysis. It treated waiver and the advisory nature of any jury as reasons to deny relief, rather than asking whether the factual complexity, lack of prejudice, procedural posture, and interests of justice warranted a jury. The case involves decades of family history, estate administration, alleged invalid divorce proceedings conflicting with South Carolina law, alleged contracts to make a will, property transfers, Jimmy's intent, Paula's contributions, and competing equitable and legal theories. These are precisely the kinds of factual disputes for which a jury or advisory jury would assist the court.

Respondents showed no cognizable prejudice. The jury demand appeared in a pleading filed before the case was removed to the circuit court. Removal and later motion practice substantially altered the schedule. Respondents were fully aware of Paula's jury position no later than December 2023 and litigated against it for years. Their asserted prejudice is preference, not prejudice. Preference for a bench trial is not prejudice under Rule 39(b) and is certainly not a right.

The denial of jury relief therefore rests on legal errors and an abuse of discretion. This Court should revere the waiver determination, hold Paula's jury demand effective as to the new issues raised by her amended pleading and Respondents' reply, and remand with instructions that jury-triable issues be tried by jury. Alternatively, it should remand for the circuit court to exercise its discretion under Rule 39(b) and section 62-1-306(b) under the correct legal standard. Alternatively, should this Court reverse as to Paula's Motion Amend, this issue becomes moot.

IV. The December 31 order should be vacated because, once the Chief Justice assigned exclusive jurisdiction of this case to Judge Addy, Judge Rode no longer had jurisdiction.

This appeal also presents a procedural problem that independently warrants vacating the order below. After months of fragmented proceedings before multiple courts and multiple judges, the Chief Justice of the Supreme Court of South Carolina entered an order on December 23, 2025, designating this matter as complex and assigning the Honorable Frank Addy, Circuit Court Judge, "exclusive jurisdiction to hear and handle all pre-trial motions and other matters pertaining to this case." (R. p. __.)

That order changed the procedural posture of the case. From that point forward, pretrial motions and other matters pertaining to the case belonged to Judge Addy. The point of the assignment was not cosmetic. It was to place a procedurally tangled case under the supervision of one judge so that pending and future matters could be handled consistently, in sequence, and with full awareness of the case's history. Once the Chief Justice vested Judge Addy with "exclusive jurisdiction" over those matters, another circuit judge could not continue deciding pending pretrial motions unless the assignment order reserved that authority, the Chief Justice authorized it, or some other order permitted it. Nothing in this record shows any such reservation or authorization.

Notwithstanding that exclusive assignment, Judge Rode entered the December 31, 2025 order denying reconsideration of his November 3, 2025 order. That reconsideration motion was plainly a pretrial motion "pertaining to this case." It asked the circuit court to reconsider an order that addressed amendment, jury trial, the asserted waiver of a jury-trial right, the alleged futility of Appellant Strobel's proposed claim, and the enforceability of the separation agreement despite the alleged invalidity of the divorce. Those issues were not collateral administrative matters; they may shape the remainder of the litigation. Once exclusive jurisdiction was assigned to Judge Addy, those issues should have been addressed by Judge Addy in the first instance. If the Chief Justice wished to vest Judge Rode with continuing jurisdiction, they would have expressly said so.

The prejudice is practical and substantial. Judge Addy now inherits a complex case burdened by merits-laden rulings entered by another judge after exclusive jurisdiction had been assigned to him. Those rulings are not limited to simple docket management. They purport to determine the viability of a proposed claim, the availability of a jury trial, and the enforceability of the agreement at the center of the dispute. Unless corrected, Judge Addy will be forced to manage the case around rulings he did not make, based on a record he did not develop, and under an order entered after the Chief Justice had already centralized authority in him. That creates immediate procedural snags: the parties will dispute whether Judge Addy is bound by Judge Rode's legal conclusions, whether those conclusions are law of the case, whether Judge Addy may revisit them, and whether further motions must proceed under premises that were never properly before the court.

That is precisely the disorder the complex-case assignment was meant to avoid. This case had already suffered from procedural dislocation: it began in probate court, was removed to circuit court, involved motions originally filed in probate court and later refiled in circuit court, and proceeded before different judges who addressed different issues at different times. The Chief Justice's order solved that problem by assigning one judge exclusive control over pretrial matters. The December 31 order undermined that solution by allowing a pre-assignment judge to continue deciding a pending pretrial matter after the assignment had taken effect.

This Court should not require Appellants to proceed through the remainder of the case under an order whose validity and binding effect will continue to cloud every future proceeding before Judge Addy. The appropriate remedy is to vacate the December 31, 2025 order and remand the reconsideration motion for resolution by Judge Addy, the judge vested with exclusive jurisdiction over pretrial motions and other matters pertaining to the case.[4]

CONCLUSION

This case began with a marriage, passed through a Dominican Republic divorce that no one can produce, and resurfaced forty-five years later as a claim to invalidate a multimillion-dollar estate. It is a case built on missing records, faded memories, disputed promises, and a family history too tangled to be resolved by implication.

Yet that is what the circuit court's order threatens to do. While deciding two procedural motions, it declared that the 1977 Separation Agreement is enforceable even if the divorce it accompanied was illegal or void. That conclusion was not necessary to deny amendment. It was not necessary to deny a jury trial. And it was not reached after a dispositive motion, completed discovery, or a trial on the merits. Still, unless corrected, it may follow this case into every hearing that remains—invoked as law of the case, treated as binding by a different judge, or used as the foundation for summary judgment.

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[4] Either way, this jurisdictional and procedural defect confirms that the appeal should not be dismissed as an ordinary interlocutory challenge.

The same order denied Paula leave to plead a claim the court said it could not fully identify, and then deemed that unidentified claim futile. It denied a jury trial even though Respondents seek money and specific property and even though Paula's amended pleading raised new factual issues. Then, after the Chief Justice assigned exclusive control of pretrial matters to Judge Addy, Judge Rode entered the order denying reconsideration.

A case this unusual should be decided in the ordinary way: on developed facts, properly framed claims, and motions that actually place the merits before the court. It should not be decided through conclusions embedded in an order addressing something else.

The Court should therefore vacate the merits findings concerning the enforceability of the Separation Agreement and the effect of the alleged illegal divorce; reverse and remand with instructions to permit Paula to amend, or at minimum to reconsider amendment under the correct Rule 15 standard; and reverse the denial of a jury trial or remand for proper consideration under Rules 38 and 39(b) and S.C. Code Ann. § 62-1-306.

The law should not let the final chapter of this family's story be written before the evidence is heard.

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August 3, 2026