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SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM LEXINGTON COUNTY
Court of Common Pleas

Thomas W. McGee, III, Circuit Court Judge

Case No.: 2024-CP-38-01328

Appellate Case No.: 2025-002591

Stephen L. Kampney, III, Trustee of the Stephen L. Kampney, III Revocable Living Trust dated May 14, 2018 and any amendments thereto,.....Plaintiff,

v.

The Estate of Jessica D. Ulmer a/k/a Jessica Dantzler Ulmer a/k/a Jessica Valerie Ulmer a/k/a Jessica Valerie Dantzler Ulmer; James Shadrach Ulmer, Jr.; Angeline Maria Ulmer Williams, and Any and all unknown heirs of Jessica D. Ulmer a/k/a Jessica Dantzler Ulmer a/k/a Jessica Valerie Ulmer a/k/a Jessica Valerie Dantzler Ulmer and any other persons who are unknown who may claim or have any right, title, estate, interest in, or lien upon the real estate described in the Complaint herein, being a class designated Jane Doe; and Any unknown persons under a legal disability, a Minor or person incarcerated, being a class designated as RICHARD ROE; and Any unknown persons who may be in the military service of the United States of America being a class designated as JOHN DOE: said real property is shown on Lexington County, South Carolina Tax Map NO.013800-01-045.....Defendants.

And

Angeline Maria Ulmer Williams,.....Counter Plaintiff/Third-Party Plaintiff

v.

James R. Eckstrom, in his capacity as Lexington County Treasurer,Third-Party Defendant.

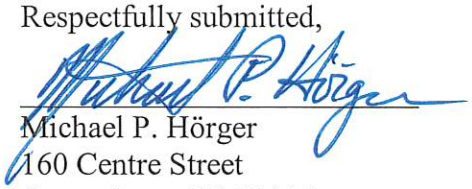
Angeline Maria Ulmer Williams is the.....Appellant.

Stephen L. Kampney, III, Trustee of the Stephen L. Kampney, III Revocable Living Trust dated May 14, 2018 and any amendments thereto; The Estate of Jessica D. Ulmer a/k/a Jessica Dantzler Ulmer a/k/a Jessica Valerie Ulmer a/k/a Jessica Valerie Dantzler Ulmer; James Shadrach Ulmer, Jr.; and Any and all unknown heirs of Jessica D. Ulmer a/k/a Jessica Dantzler Ulmer a/k/a Jessica Valerie Ulmer a/k/a Jessica Valerie Dantzler Ulmer and any other persons

who are unknown who may claim or have any right, title, estate, interest in, or lien upon the real estate described in the Complaint herein, being a class designated Jane Doe; and Any unknown persons under a legal disability, a Minor or person incarcerated, being a class designated as RICHARD ROE; and Any unknown persons who may be in the military service of the United States of America being a class designated as JOHN DOE: said real property is shown on Lexington County, South Carolina Tax Map NO.013800-01-045; and James R. Eckstrom, in his capacity as Lexington County Treasurer, are the.....Respondents.

APPELLANT'S INITIAL REPLY BRIEF

Respectfully submitted,



September 21, 2026

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STATEMENT OF ISSUE ON APPEAL

DID THE COURT ERR IN DENYING THE ENFORCEMENT OF A SETLEMENT AGREEMENT PRESENTED TO APPELLANT AND ACCEPTED BY APPELLANT IN WRITING?

ARGUMENT

THE COURT ERRED IN DENYING THE ENFORCEMENT OF A SETLEMENT AGREEMENT PRESENTED TO APPELLANT IN WRITING AND ACCEPTED BY APPELLANT?

The Plaintiff/Respondent put the terms of the consent agreement of the parties to overturn the tax sale into a written Settlement and Release Agreement and Consent Order Overturning Tax Sale and Concluding Case. At the December 2, 2025, hearing it was admitted by the Plaintiff/Respondent in open court that the parties had an agreement in principal in which Angeline Maria Ulmer Williams, the appellant, was going to repay the taxes paid out by the Respondent/Plaintiff, and the County was going to disgorge the overage they held (TR 6, lines 1-5). Again, it should be noted that the Lexington County Treasurer has confirmed the Lexington County Treasurer could reverse the money and return it to Respondent/Plaintiff (TR 17, lines 24-25/TR18 lines 1-2). Further, by letter dated June 16, 2026, counsel for the Lexington County Treasurer advised the court that he would not make any filings in the case as the Lexington County Treasure was not involved in the dispute in this appeal. Also, the Guardian ad Litem and Attorney for Unknown Defendants has advised the court that she would not make any filings in the case.

When it was admitted by the Plaintiff/Respondent in open court that the parties had an agreement in principal, the requirements of Rule 43(k) in this matter were met whereby the Respondent/ Plaintiff is bound to the agreement. The case of *S.C. Human Affairs Comm'n v Zeyi*

Chen, 430 S.C 509, 846 S.E.2d 861 (2020) is distinguishable because the agreement in that case was reached in a confidential mediation and the appeal involved primarily whether a statute under which that case was settled was unconstitutionally vague. Whereas, in this case the agreement was reduced to writing by Settlement and Release Agreement and Consent Order Overturning Tax Sale and Concluding Case prepared by Respondent/Plaintiff's counsel that would make the Respondent/Plaintiff whole and the appellant would retain the property she inherited from her mother consisting of 80.81 acres sold by Lexington County for $8,000.00 to satisfy a 2015 Delinquent Tax in the amount of $261.01.

Although, referenced as "dictum" by The Supreme Court in *S.C. Human affairs Comm'n v Zeyi Chen,* Id. (2020), The Supreme Court has stated in *Ashfort Corp v. Palmetto Constr. Gro, Inc.*, 318 S.C. 492, 494, 458 S.E, 2d 533, at 434, n.1. 458 S.E.2d at 534 (1995) that Rule 43(k) does not apply where the agreement is admitted or has been carried into effect. Here the appellant accepted and complied with the written Settlement and Release Agreement and Consent Order Overturning Tax Sale and Concluding Case prepared by and admitted in open court.

CONCLUSION

Based upon the undisputed record that the Respondent/Plaintiff proposed the settlement of the case on terms accepted by the Appellant/Counter Plaintiff/Third-party Complaint and to which the Third-Party Defendant agreed to comply, the Settlement Agreement should be enforced resolving the litigation between the parties. Upon ruling by the Court of Appeals, the case should be remitted under Rule 58, SCRCP, to the trial court for enforcement of the settlement.