

STATE OF SOUTH CAROLINA

COUNTY OF OCONEE

IN THE MATTER OF
JACK WILLIAM McLANE
(Oconee County Probate Court
Case No.: 2025-ES-37-00153)

ALICIA McLANE KELLEY,

Plaintiff,

vs.

MATTHEW WILLIAM McLANE, JESSICA
McLANE, and PATRICK J. CHESLAK, AS
PERSONAL REPRESENTATIVE OF THE
ESTATE OF JACK WILLIAM MCLANE,

Defendants.

IN THE COURT OF COMMON PLEAS
TENTH JUDICIAL CIRCUIT
CASE NO: 2025CP3700317

RECEIVED
Oct 22 2026
SC Court of Appeals

**ORDER ON PLAINTIFF'S MOTION TO
ENFORCE AND DEFENDANT'S MOTION
TO SET ASIDE
SETTLEMENT AGREEMENT**

DATE OF HEARING:	August 24, 2026
PLAINTIFF'S ATTORNEY:	M. Ed McLaurin
DEFENDANTS' ATTORNEY:	Adam G. Lee for Defendants McLane
DEFENDANT'S ATTORNEY:	Joshua B. Raffini
PRESIDING JUDGE:	Scott R. Sprouse
COURT REPORTER:	WebEx

This matter came before the Court on August 24, 2026, at 2:00 P.M. on Plaintiff Alicia McLane Kelley's Motion to Enforce Settlement Agreement and Defendants' Motion to Set Aside Settlement Agreement or, alternatively, Motion for Protective Conditions Governing Property Access and Request for Attorney Fees. Plaintiff appeared with her attorney M. Ed McLaurin, Esquire. Defendants Matthew McLane and Jessica McLane appeared with their attorney Adam G. Lee, Esquire, and Defendant Cheslak, in his capacity as Personal Representative of the Estate of Jack William McLane, appeared with his attorney Joshua B. Raffini, Esquire.

The Court has considered the motions, the materials submitted by the Parties, the arguments of counsel, and the record presented at the hearing. The Court issued its Order on August 28, 2026, finding that the Parties have a valid settlement agreement under Rule

43(k), SCRCP; granting Plaintiff's Motion to Enforce Settlement Agreement; and denying Defendants' Motion to Set Aside Settlement Agreement.

FINDINGS OF FACT

1. This Court has subject-matter jurisdiction over this action and personal jurisdiction over the Parties.

2. On January 22, 2026, the Parties participated in mediation pursuant to the South Carolina Court-Annexed Alternative Dispute Resolution Rules.

3. At the conclusion of that mediation, Plaintiff and Defendant(s) executed an Agreement.

4. The Agreement was reduced to writing and identifies specific personal property to be provided to the Plaintiff, and sum certain financial assets to be provided to the Plaintiff by the Personal Representative of the Estate of Jack William McLane. The Court finds that the Agreement is a valid settlement agreement under Rule 43(k) of the SCRCP

5. This action concerns rights arising from the Estate of Jack William McLane and personal property and equipment identified by the Parties as estate assets (hereinafter collectively, the "Property").

6. The Parties reached a mediated agreement addressing the items of Property that each Party would receive.

7. Plaintiff and Defendant(s) signed the Agreement on January 22, 2026. Attorney Josh Raffini participated in the mediation remotely instead of in-person. The attorneys for all Parties did not sign the Agreement at mediation. After mediation, the Parties confirmed in writing that they had agreed to the Agreement's stated division of the Property. The Parties then undertook actions and negotiations directed toward carrying out the Agreement, including but not limited to negotiating transportation obligations, allocation of transportation costs, liability exposure, insurance requirements, indemnification obligations, loading responsibilities, scheduling, supervision of removal, access rights to privately owned real property, and the identity or qualifications of any carrier responsible for moving the equipment, exchanging written communications regarding the same.

8. On January 30, 2026, counsel for Defendants McLane circulated a draft Consent Order for review, stating that it could be filed upon approval and that the Personal Representative could address any necessary probate-level filings. Plaintiff rejected this draft Consent Order.

9. On February 5, 2026, Plaintiff's counsel circulated a revised proposed Consent Order. The communication proposed that Plaintiff's husband and son retrieve the Property with an Oconee County Sheriff's Office officer present; that Plaintiff not attend; and that Patrick Cheslak and, if desired, Jessica McLane attend. The communication also addressed the proposed estate payment.

10. On May 12, 2026, T.L. Transports provided a proposal estimating a charge between \$10,785.00 and \$12,250.00 to transport the specific items from the property of Defendant Matthew McLane to the property of Plaintiff Alicia McLane. The proposal identified 120 Tokeena Road, Seneca, South Carolina, as the proposed destination, and stated that 561 Bearwoods Boulevard was not viable for its equipment because of the narrow driveway.

11. On May 15, 2026, counsel for Cheslak stated in writing that his client remained *"ready to move forward and comply with the mediated agreement,"* while taking the position that Plaintiff should bear preparation and moving costs, to which Plaintiff consented.

12. On May 20, 2026, Plaintiff's counsel identified Golden Corner Grading and Lee Wardlaw/Lee's Logistics, LLC as alternatives for the move and confirmed that Plaintiff would pay the transfer cost. Plaintiff proposed access for quotes, withdrawal of the then-pending motion upon acceptance and scheduling, coordination through Cheslak, and circulation of a further Consent Order.

13. On May 21 and 22, 2026, the Parties exchanged communications concerning Wardlaw's access to the Property for a quote. Defendants requested Wardlaw's credentials, licensing, and insurance information before entry and stated that access would be allowed to provide a quote after the requested materials were supplied to which Plaintiff agreed and provided.

14. On May 27, 2026, Wardlaw transmitted to Cheslak, with a copy to Plaintiff, his South Carolina driver's license, concealed-weapons permit, and insurance information. He explained that he proposed using a 2003 Dodge 3500 and offered to obtain separate coverage if his existing coverage proved insufficient.

15. On May 28 and 29, 2026, Defendants communicated that the existing automobile-liability coverage was insufficient and requested commercial general liability coverage before Wardlaw's quote would be considered.

16. On June 1, 2026, Plaintiff's counsel advised that Wardlaw would bind commercial general liability coverage for the Dodge if his quote were accepted; that the inspection

was scheduled for June 2 at 6:00 p.m.; and that Plaintiff intended to withdraw her motion once a quote and retrieval date were secured based on Defendants' counsels' written assurances and confirmations. Defendants confirmed that the inspection could occur but required a fully binding policy covering damage to Matthew McLane's real and personal before the quote would be considered.

17. On June 2, 2026, Wardlaw inspected the Property and completed the quoting process.

18. On June 3, 2026, Plaintiff's counsel reported that the inspection had occurred; agreed that the quote could be sent to Defendants although Plaintiff would pay for the move; requested collection of two post-hole diggers at Matthew McLane's farm; and requested that a third post-hole digger located at the Doyle Street property be brought to the farm for collection if doing so would avoid an additional transportation charge. Plaintiff's counsel also advised that the work would need to occur on a weekend.

19. On June 11, 2026, Wardlaw furnished a \$7,237.00 quote, along with insurance and credential materials. Plaintiff accepted that quote and offered to pay to bind the requested commercial general liability policy once Defendants confirmed that Wardlaw could proceed.

20. On June 12, 2026, after previously confirming the agreement in writing along with verbal assurances, Cheslak's counsel rejected Wardlaw as the mover and stated a preference for T.L. Transports, citing the timing of Wardlaw's estimate, the use of a single vehicle, and the absence of dedicated employees. Counsel for Defendants' Matthew and Jessica McLane also supported use of T.L. Transports citing numerous concerns to include Wardlaw's ability to safely complete the work.

21. On July 24, 2026, Plaintiff agreed to use T.L. Transports, to pay \$11,517.50—the midpoint of T.L. Transports' quoted range—and have the Property delivered to 561 Bearwoods Boulevard, Westminster, South Carolina 29691.

22. On July 28, 2026, counsel for Matthew and Jessica McLane rejected Plaintiff's July 24, 2026 proposal.

23. The communications and conduct described above demonstrate sustained efforts to implement the mediated agreement by all Parties. The remaining disputes concern terms and provisions not covered in the Agreement, including the transportation obligations, allocation of transportation costs, liability exposure, insurance requirements, indemnification obligations, loading responsibilities, scheduling, supervision of removal, access rights to privately owned real property, and the identity or qualifications of any carrier responsible for moving the equipment.

24. Plaintiff has consistently represented that she is ready, willing, and able to perform her obligations, including payment of a reasonable moving cost and procurement of commercially reasonable insurance required for removal.

26. The Agreement was voluntarily executed after mediation. The Parties' post-mediation writings and their conduct in attempting to negotiate the terms absent from the Agreement satisfy the requirements of Rule 43(k). Defendants' later retraction or refusal to perform occurred on June 12, 2026, after the foregoing written confirmations and implementation efforts.

28. Defendant(s) have failed or refused to perform the following obligation(s) required by the Agreement: 1) to transport the agreed upon personal property to the Plaintiff, and 2) to pay the Plaintiff the agreed upon amount of \$175,362.00 from the estate account. Plaintiff has performed and is ready, willing, and able to perform Plaintiff's obligations under the Agreement.

RECITALS REGARDING THE RECORD PRESENTED

1. The Parties executed a written agreement dated January 22, 2026, addressing dismissal of the Common Pleas action and counterclaims, an estate payment to Plaintiff, Plaintiff's receipt of identified property shown, retention by each Party of items then in that Party's possession, Plaintiff's relinquishment of remaining estate rights except as specified, and payment by each Party of that Party's own attorney fees.

2. The written agreement states that the Parties agreed to formalize their agreement as a Consent Order for submission to this Court and dismissal of this action. To date, however, no Consent Order has been submitted to the Court, and this action has not been dismissed.

3. The Parties' subsequent communications attempted to negotiate the transportation obligations, allocation of transportation costs, liability exposure, insurance requirements, indemnification obligations, loading responsibilities, scheduling, supervision of removal, access rights to privately owned real property, and the identity or qualifications of any carrier responsible for moving the equipment. .

4. On May 15, 2026, counsel for Defendant Cheslak represented that his client was *"still ready to move forward and comply with the mediated agreement,"* while communicating concerns regarding the cost and logistics of the proposed transfer.

5. On May 20, 2026, Plaintiff's counsel advised that Plaintiff had identified two prospective movers, Golden Corner Grading and Lee Wardlaw/Lee's Logistics, LLC, and that Plaintiff would pay the cost of the transfer. Plaintiff proposed that the prospective movers receive access to prepare quotes and that the selected mover coordinate the transfer through Patrick Cheslak.

6. Between May 21 and June 3, 2026, the Parties and counsel exchanged communications concerning Wardlaw's requested access to inspect the property, his credentials and insurance, the scheduling of the inspection, and the conditions proposed for the consideration of the quote submitted by Wardlaw. Wardlaw inspected the property and completed the quoting process on June 2, 2026.

7. On June 11, 2026, Plaintiff's counsel transmitted Wardlaw's quote, credentials, and insurance materials, advised that Plaintiff had accepted Wardlaw's quote, and represented that Plaintiff would pay for the requested commercial general-liability policy upon confirmation that Wardlaw would be permitted to perform the work.

8. On June 12, 2026, Defendants' counsel communicated their clients' preference for T.L. Transports to perform the relocation, citing its equipment, staffing, timing, and perceived risk advantages.

9. On July 24, 2026, Plaintiff consented to T.L. Transports, pay \$11,517.50 for relocation of the chattel, deliver the items to 561 Bearwoods Boulevard, Westminster, South Carolina 29691, and withdrawal of the competing motions. On July 28, 2026, counsel for Matthew and Jessica McLane advised that their clients declined Plaintiff's proposal as presented.

10. The Parties' communications and positions presented to the Court reflect that the remaining disputes concern transportation obligations, allocation of transportation costs, liability exposure, insurance requirements, indemnification obligations, loading responsibilities, scheduling, supervision of removal, access rights to privately owned real property, and the identity or qualifications of any carrier responsible for moving the equipment.

FINDINGS AND CONCLUSIONS

1. The Court further finds that the Agreement is a valid settlement agreement under Rule 43(k) of the SCRCP.

2. South Carolina courts favor settlement and retain the authority to enforce a valid settlement agreement resolving litigation before the court. Kinghorn v. Sakakini, 426 S.C. 147, 154–55, 825 S.E.2d 748, 752–53 (Ct. App. 2019).

3. Any remaining conditions contained in the Agreement remain in effect according to their terms. This Order enforces the Agreement; it does not alter, excuse, or eliminate any unfulfilled contractual condition unless expressly stated below.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED:

A. Plaintiff's Motion is GRANTED. The mediated agreement concerning the Property is VALID, BINDING, and ENFORCEABLE under SCRPC Rule 43(k).

B. Defendants' Motion to Set Aside Settlement Agreement or, alternatively, Motion for Protective Conditions Governing Property Access and Request for Attorney Fees is DENIED.

C. Plaintiff shall remove the personal-property items belonging to her that are in Defendants' possession through T.L. Transports of the Upstate, the company selected by Defendants.

D. The Property exchange shall occur within thirty (30) days of entry of the Court's August 28, 2026 Order. The attorneys shall establish the date and time in writing. Plaintiff is solely responsible for providing T.L. Transports of the Upstate with a proper location for delivery of the property.

E. Defendants Matthew William McLane, Jessica McLane, and Patrick J. Cheslak, as Personal Representative of the Estate of Jack William McLane, shall provide T.L. Transports of the Upstate access to the pickup property at the agreed-upon time. Each party may have a representative or attorney present during removal. A deputy of the Oconee County Sheriff's Office shall be present, and the Oconee County Sheriff's Office shall receive at least seventy-two (72) hours' notice before the property removal.

F. Plaintiff shall pay T.L. Transports of the Upstate up to \$11,517.50, the median amount of the transfer estimate.

G. If T.L. Transports of the Upstate charges more than \$11,517.50, the Estate shall pay the additional amount.

H. The Estate shall immediately remit \$175,362.00 to Plaintiff. This amount reflects the agreed payment of \$181,762.00 less \$6,400.00 in attorney fees incurred by the Estate, which Plaintiff acknowledged in an email dated February 5, 2026.

I. Each party shall pay his or her own attorney fees. The Court reserves the right to revisit attorney fees should the Parties fail to strictly comply with this Order or act in bad faith in arranging the final property exchange.

IT IS SO ORDERED.

IT IS SO ORDERED.

October ____, 2026

The Honorable Scott R. Sprouse
Oconee County Circuit Court Judge



Oconee Common Pleas

Case Caption: Alicia McLane Kelley , plaintiff, et al VS Matthew William McLane ,
defendant, et al
Case Number: 2025CP3700317
Type: Order/Compel

s/R. Scott Sprouse, Judge #2752

Tenth Judicial Circuit
