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SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of Appeals
[In The Supreme Court]

Peggy Ineta Whittenberg, Individually and as Personal Representative of the Estates of Lucille W. Littlejohn, deceased, and Alfred R. Littlejohn, deceased, Appellant

v.

Rayford Camp, Individually and as Personal Representative of the Estate of J.A. Littlejohn, deceased; Kathy J. Byers, Noland Richmond, Jr.; John Thomas Littlejohn, Jr.; Quinton Littlejohn; and Zandy Fay Jeffries Boyce, Respondents

Appellate Case No. 2015-001746

The Honorable Roger L. Couch
Cherokee County
Trial Court Case No. 2013CP110373

JOINT MOTION FOR FURTHER EXTENSION OF TIME

Appellant and Respondent Rayford Camp, Individually and as Personal Representative of the Estate of J.A. Littlejohn, deceased, being all of the parties who have appeared in this action, do jointly move for a further extension of time for Appellant to file her Initial Brief and Record on Appeal.

The primary reason for this request for further time is that the parties have mediated this case, and have tentatively settled all pending issues, subject to approval by the Cherokee County Probate Court. A hearing for the Probate Court's consideration of approval of the proposed settlement agreement has been scheduled for March 2, 2016. A copy of the Memorandum of Agreement, signed on December 14, 2015, is attached hereto as Exhibit 1.

Counsel refer this Court to paragraph 8 of the Memorandum of Agreement (Ex. 1), which provides for approval by the Cherokee County Probate Court. Also please note that said paragraph states that "All Circuit Court and Appellate Court litigation and appeals will be dismissed after approval of the Cherokee County Probate Court."

Counsel for the parties who have appeared in this action are optimistic and believe that approval by the Cherokee County Probate Court is likely. Counsel believe that Probate Court approval is necessary because there are three decedents' estates involved in the proposed settlement, and there are various heirs of the real estate who did not appear in the present action, but whose interests in the real estate in question are affected. For example, a significant portion of the proposed settlement involves a partition of the real estate in kind.

The Estate of Lucille W. Littlejohn has been in various litigation now for over 15 years. The Mediation of December 14, 2015 and the proposed settlement agreement, if approved by the Probate Court, should resolve all pending matters.

Previously, Appellant requested, and the Court of Appeals granted, an extension of 120 days, to give the parties the opportunity to obtain further appraisal of the real estate, consideration of timber values, and the Mediation. The current extension expires on or about January 9, 2016.

Counsel for the parties before this Court concur that spending money, resources and time for briefing, while the parties are seeking approval of the proposed settlement by the Cherokee County Probate Court, would be wasteful and unproductive.

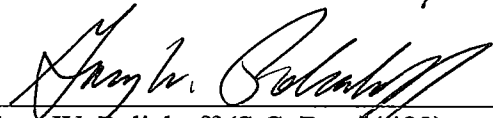
Counsel for the parties before this Court will both seek approval by the Cherokee County Probate Court for the proposed settlement. Such approval will end and fully resolve this pending Appeal.

Counsel respectfully request an extension of an additional 90 days for Appellant to file Initial Brief and the Record on Appeal. Further, counsel will immediately notify the Court of Appeals of the decision of the Cherokee County Probate Court.

January 5, 2016

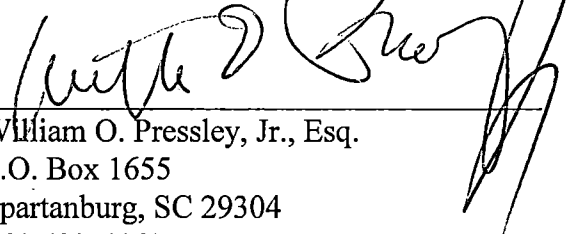
Spartanburg, SC

Respectfully submitted,



Gary W. Poliakov (S.C. Bar #4488)
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Spartanburg, SC 29304
864-582-5472
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Attorney for Appellant



William O. Pressley, Jr., Esq.
P.O. Box 1655
Spartanburg, SC 29304
864-582-5461
Pressley@ppmplaw.com

Attorney for Respondent Rayford Camp,
Individually and as Personal Representative
of the Estate of J.A. Littlejohn, deceased

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHEROKEE)

IN THE PROBATE COURT

In Re: Estate of Lucille W. Littlejohn,)
Deceased)

CA No. 98ES11-184; 05ES11-51;
87ES11-179

Rayford Camp as Personal Representative)
of the Estate J.A. Littlejohn, Deceased,)

MEMORANDUM OF AGREEMENT

Petitioner)

vs.)

Peggy Whittenberg as Personal)
Representative of the Estate of Lucille W.)
Littlejohn, Deceased,)

Respondent)

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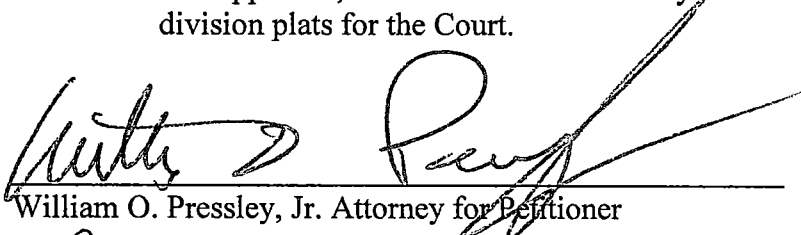
As the result of mediation held today, 14 December 2015, the parties agree to the following, subject to the approval of the Probate Court:

1. All undersigned parties have been represented by legal counsel and are satisfied by their attorneys' services.
2. The undersigned parties agree that there are no liens, mortgages or active claims on any of the Real Property.
3. All mediation costs, appraisal costs and survey costs shall be paid from the cash assets of the Estate of Lucille W. Littlejohn.
4. The Petitioner will receive approximately 14.71 acres of land with some frontage on Zelure Road near the outlet mall, and some frontage on Zelure Road near I-85, between the 2nd and 3rd outparcels. See attached hand marked plat.
5. The Petitioner will receive all timber rights to the timber on their approximate 14.71 acres.
6. The undersigned parties agree that Zandy Fay Jeffries Boyce's 1 acre of land shall be attached to the Northwest corner of outparcel three having Cherokee County tax map number 045-00-00-019.000, but exclusive of the outdoor advertising sign near the Southwest corner of said parcel. It is anticipated that Ms. Boyce can obtain ingress and egress for her 1 acre through said parcel. Should said access be unobtainable,

(Ex. 1.)

the parties have agreed to provide an alternative access off of Zelure Road, said alternative access to be shared by the parties.

7. The parties agree that there are two valid land leased outdoor advertising signs on the property. The one closest to the outlet mall will become the property of Respondent and the one furthest from the outlet mall will become the property of Petitioner. The parties shall work together to renew both leases.
8. All parties acknowledge that the Court with jurisdiction to approve this agreement will be the Cherokee County Probate Court. All Circuit Court and Appellate Court litigation and appeals will be dismissed after approval of the Cherokee County Probate Court.
9. Petitioner will receive 34% of the net cash balance in the Estate of Lucille W. Littlejohn and the balance of 66% will be disbursed to Respondent after all agreed to disbursements above.
10. All other Probate Court litigated issues (if any) shall be settled by the Cherokee County Probate Court.
11. This agreement and anticipated new survey or surveys will be submitted to the Cherokee County Probate Court for final approval. Once approved by the Cherokee County Probate this mediated settlement agreement will be final.
12. The appraiser, Mr. Griffin and the surveyor will work together to produce satisfactory division plats for the Court.



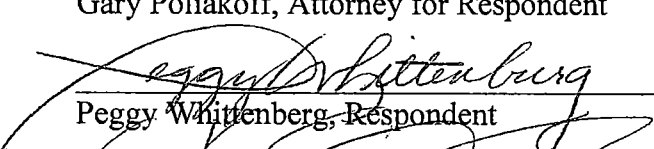
William O. Pressley, Jr. Attorney for Petitioner



Rayford Camp, Petitioner



Gary Poliakoff, Attorney for Respondent



Peggy Whittenberg, Respondent



Eric K. Englehardt, Mediator

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Appellate Case No. 2015-001746

The Honorable Roger L. Couch
Cherokee County
Trial Court Case No. 2013CP110373

AFFIDAVIT OF COUNSEL

Personally appeared before me Gary W. Poliakoff, who having been duly sworn, deposes and
states:

1. That is over the age of 18 and is competent to issue this Affidavit.
2. That he is an attorney currently licensed in the State of South Carolina and represents
the Appellant in this matter.
3. That the statements made in the accompanying Joint Motion for Further Extension
of Time are true of his own knowledge and/or based on his best information and belief at this time.

Subscribed and sworn to before me this
5th day of January, 2016

Theresa J. Dawden
Notary Public for South Carolina
My commission expires: 10/14/25

Gary W. Poliakoff
Gary W. Poliakoff (S.C. Bar #4488)
POLIAKOFF & ASSOCIATES, P.A.
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ATTORNEY FOR APPELLANT

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Appellate Case No. 2015-001746

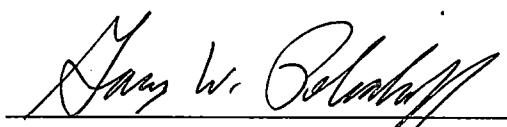
The Honorable Roger L. Couch
Cherokee County
Trial Court Case No. 2013CP110373

PROOF OF SERVICE

I certify that I served a copy of Joint Motion for Further Extension of Time on counsel of record in this matter by depositing a copy of it in the United States Mail, postage prepaid, on January ____, 2016, addressed as follows:

William O. Pressley, Jr., Esq.
P.O. Box 1655
Spartanburg, SC 29304

January 5, 2016



Gary W. Poliakoff (S.C. Bar #4488)
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Raymond P. Mullman, Jr.
rmullmanjr@gmail.com



Bernard B. Poliakoff
(1916-1955)

J. Manning Poliakoff
(1923-1949)

Matthew Poliakoff
(1919-1979)

January 5, 2016

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SC Court of Appeals

VIA FEDEX

The Honorable Jenny Abbott Kitchings
Clerk, South Carolina Court of Appeals
P.O. Box 11629
Columbia, SC 29211

Re: Peggy Ineta Whittenberg v. Rayford Camp
Appellate Case No. 2015-001746

Dear Ms. Kitchings:

Enclosed for filing is original and six copies of Joint Motion for Further Extension of Time, Affidavit of Counsel and Proof of Service in the above matter. I also enclose our check for \$25.00 representing the filing fee. Please return the clocked copies in the postage paid envelope provided.

By copy of this letter I am serving a copy of the motion on William O. Pressley, Jr., Esq.

With best regards, I am

Yours very truly,


Gary W. Poliakoff

GWP/tjd

Enclosures

cc: William O. Pressley, Esq. (with enclosures)

ORIGIN ID: SPAA (864) 582-5472
GARY POLIAKOFF
POLIAKOFF & ASSOCIATES, P.A.
215 MAGNOLIA STREET
P.O. BOX 1571 (29304)
SPARTANBURG, SC 29306
UNITED STATES US

SHIP DATE: 05JAN16
ACTWGT: 1.00 LB
CAD: 9901992/INET3670

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TO HONORABLE JENNY ABBOTT KITCHINGS
CLERK, S.C. COURT OF APPEALS
1220 SENATE ST

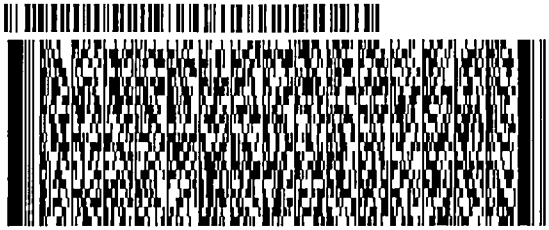
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COLUMBIA SC 29201

(803) 734-1890
INV:
PO:

REF: LITTLEJOHN ESTATE

DEPT:



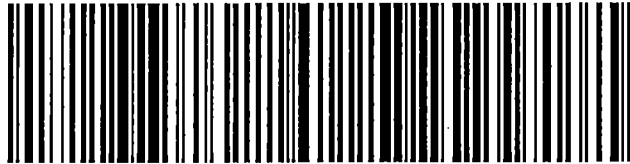
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