

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

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SC Court of Appeals

APPEAL FROM AIKEN COUNTY
Court of Common Pleas

Doyet A. Early III, Circuit Court Judge

Case Nos. 2013-CP-02-02849, 2013-CP-02-02850

Tommie Rae Brown.....Respondent,

v.

David C. Sojourner, Jr., in his capacity as Limited Special Administrator of the Estate of James Brown, a/k/a James Joseph Brown and Limited Special Trustee of the James Brown Irrevocable Trust, u/a/d August 1, 2000, Deana Brown Thomas, Yamma Brown, Venisha Brown, Larry Brown, Terry Brown, and Daryl Brown,

of whom David C. Sojourner, Jr., in his capacity as Limited Special Administrator of the Estate of James Brown, a/k/a James Joseph Brown and Limited Special Trustee of the James Brown Irrevocable Trust, u/a/d August 1, 2000, is the..... Appellant.

RESPONDENT TOMMIE RAE BROWN'S REPLY TO APPELLANTS' RETURN TO
MOTION TO AMEND, CLARIFY AND/OR CORRECT ORDER
FILED MARCH 16, 2017

TO: THE HONORABLE CHIEF JUDGE AND THE ASSOCIATE JUDGES OF THE
SOUTH CAROLINA COURT OF APPEALS:

Respondent Tommie Rae Brown ("Respondent" or "Mrs. Brown"), by and
through her undersigned counsel, respectfully show this Court as follows:

I. Background

On March 7, 2017, David C. Sojourner, Jr., in his capacity as Limited Special
Administrator of the Estate of James Brown, a/k/a James Joseph Brown and Limited

Special Trustee of the James Brown Irrevocable Trust, u/a/d August 1, 2000 (“LSA”), Russell L. Bauknight, as Personal Representative of the Estate of James Brown (the “PR”), and Respondent entered into a Settlement Agreement to resolve Respondent’s claims against the Estate. On March 8, 2017, the LSA and Respondent (together, the “Settling Parties”¹) filed a Joint Motion to Stay Appeal Pending Consummation of Settlement (“Motion to Stay”). In that motion, the LSA and Respondent disclosed the Settlement Agreement to the Court and **moved the Court to stay (not dismiss)** the above-captioned appeal until such time as the lower court issues a final order on the Settling Parties’ joint motion to dismiss Respondent’s Undue Influence Claims - a motion the Settling Parties have filed in lower court Case No. 2008-CP-02-01647 - a separate case from the two Spousal Claims cases on appeal here.² The Settlement Agreement makes the lower court’s final order dismissing Respondent’s Undue Influence Claims a condition precedent to the LSA’s withdrawal of his Notice of Appeal in this appeal. *See* Motion to Stay, p. 2; Settlement Agreement, p. 3, paragraphs 5 and 6.

On March 16, 2017, the Court issued an Order dismissing the LSA from the above-captioned appeal, rather than staying the appeal until such time as the lower court issues its order.

Thereafter, on March 23, 2017, the LSA and Respondent filed a Motion to Amend, Clarify and/or Correct the Order Filed March 16, 2017 (“Motion to Amend”). In that motion, the LSA and Respondent sought clarification of the Order, **as the Settling**

¹ While the PR is a party to the Settlement Agreement, he is not a party to this appeal.

² Respondent’s Undue Influence Claims, which are not currently before the Court of Appeals, contest the validity of James Brown’s 2000 will and 2000 trust. The Spousal Claims cases, the subject of the appeal currently before the Court of Appeals, involve statutory elective share and omitted spouse’s share claims and therefore whether Tommie Rae Brown (“Mrs. Brown”) is James Brown’s wife.

Parties had not agreed to dismiss the LSA's Appeal at this point in the settlement process. In fact, the Settling Parties' agreement to dismiss the appeal was **conditional** upon the issuance of a final order from the lower court in Case No. 2008-CP-02-01647 dismissing Respondent's undue influence claim, a condition which has not yet been effectuated. Furthermore, the Order mistakenly remanded the case "for approval . . . of the settlement." The Settling Parties did not contemplate court approval of their agreement nor did they request this relief in their Motion to Stay. The relief in the Court's Order is therefore inconsistent with the parties' motion.

On March 24, 2017, the Clerk sent a letter to all counsel advising them that the **LSA was dismissed** from the appeal and that none of the deadlines have been affected. This letter did not address the Respondent and LSA's Motion to Amend, nor has this Court ruled on that motion. Therefore, the Motion to Amend is still pending before the Court. Certain Appellants filed a return to the Motion to Amend dated April 3, 2017 ("Appellants' Return"), received by Mrs. Brown on April 5, 2017.

II. The Pending Motions

The Estate has contested that Respondent Mrs. Brown was James Brown's spouse throughout this entire matter. **However**, when the steps in the Settlement Agreement are satisfactorily accomplished, **the Estate will no longer be contesting that Mrs. Brown is the surviving spouse of James Brown.** This has significant implications for the status of the above-captioned appeal.

Under the terms of the Settling Parties' Settlement Agreement³, if Mrs. Brown is determined to be the surviving spouse of James Brown, she will be entitled to receive

³ See ¶ 2 to Settlement Agreement. As explained in ¶ 2 of the Settlement Agreement, the LSA did not confirm or expend estate funds to study the "Termination rights" information set forth therein. The term

50% of the valuable federal copyright termination rights referred to in Appellants' Return (p. 2).⁴ **Mrs. Brown has, however, agreed that she will give 65% of the proceeds from these termination rights back to the Charitable Trust set up by James Brown to help the poor children benefitted by the Charitable Trust.** Without Mrs. Brown's status as James Brown's surviving spouse, **the Charitable Trust would not receive any money from the termination rights** amounting to many millions of dollars. See Settlement Agreement para. 2 attached hereto as Exhibit A. Appellants' Return seeks this Court's imposition of a judicial review on the settlement agreement. However, the issue of imposing a requirement of judicial review of the settlement agreement is not before this Court. Nevertheless, Appellants' Return attempts to make substantive arguments about an issue not before this Court: the validity of a private settlement agreement. Notably, Appellants' inappropriate substantive arguments encourage the invalidation of the settlement agreement, even though that issue is not before this Court. Ironically, Appellants seek a result that would increase their share of federal termination rights and would deprive the Charitable Trust of any federal termination rights, thereby costing the Charitable Trust many millions of dollars.

Following consummation of the step in the settlement process where the LSA has agreed to withdraw from this appeal, the Estate will no longer be contesting Mrs. Brown's status as James Brown's wife. Mrs. Brown devoted significant portions of her initial brief responding to the LSA's initial position because, at that time, the LSA was

of the settlement set forth in ¶ 2 was solely between the Respondent and the PR. The following discussion of that portion of the settlement is offered with that clarification.

⁴ Appellants' Return states, "Whether the terms of the proposed Settlement Agreement are void as against public policy because they violate federal copyright laws, specifically 17 U.S.C. § 304(c), prohibiting the transfer and sale of copyright termination rights in order to prevent parties from trafficking in such statutory interests."

the primary appellant to this matter. However, upon the LSA's withdrawal of his appeal, that will no longer be the case.

Furthermore, regardless of whether the Court confirms its mistaken **dismissal** of the LSA or the LSA eventually withdraws pursuant to the settlement agreement, either action will significantly affect this appeal. Mrs. Brown therefore previously sought and still seeks a stay of the appeal and requests that the Court allow all of the remaining parties to this appeal to revise their initial briefs in light of the significant circumstances that currently exist.

To the extent appellate parties have adopted by reference arguments set forth in the LSA's Initial Brief or Initial Reply Brief, pursuant to Rule 208(b)(6), SCACR, Respondent agrees to implementation of an appropriate mechanism to ensure those parties are not prejudiced by the Settling Parties Motion to Stay, Motion to Clarify, or the LSA's eventual withdrawal from this appeal.

III. Conclusion and Relief Requested

Accordingly, Respondent respectfully requests that the Court's Order filed March 16, 2017 be amended, clarified, and/or corrected to state that the appeal is stayed pending a final order dismissing the Undue Influence Claim in the lower court, at which time the LSA will notify the Court that the LSA withdraws his participation in the appeal related to the Spousal Claims pursuant to the terms of the Settlement Agreement.

Respectfully submitted,

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Attorneys for Tommie Rae Brown

April 10, 2017

SETTLEMENT AGREEMENT

WHEREAS, Decedent James Brown ("Decedent") died on December 25, 2006, a resident of Aiken County, South Carolina;

WHEREAS, a Last Will and Testament dated August 1, 2000 ("2000 Will") was submitted for informal probate in the Aiken County Probate Court on January 18, 2007 and assigned Probate Case No. 2007-ES-02-0056;

WHEREAS, December 19, 2007 Tommie Rae Brown ("TRB") filed petitions to set aside the probate of 2000 Will and to set aside an Irrevocable Trust dated August 1, 2000 ("2000 Trust") based upon allegations of undue influence and fraud (the "Undue Influence Claim");

WHEREAS, after removal from the Probate Court to the Court of Common Pleas, the Undue Influence Claims, probate of the 2000 Will, and other matters were consolidated under the present Case No. 2008-CP-02-1647 and have been litigated under that case number through the present;

WHEREAS, on January 31, 2007, TRB filed a petition asserting she is Decedent's surviving spouse and claiming an omitted spouse's share of the Estate under S.C. Code Ann., Section 62-2-301 ("Omitted Spouse Claim") and a surviving spouse's elective share of the Estate under S.C. Code Ann., Section 62-2-201, et seq. ("Elective Share Claim") (collectively, TRB's "Spousal Claims");

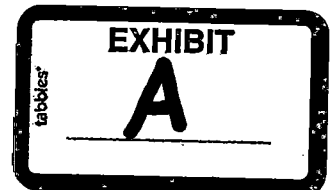
WHEREAS, through orders dated October 1, 2013 and October 10, 2013 (the "Appointment Orders"), the South Carolina Court of Common Pleas and the South Carolina Probate Court appointed Dave C. Sojourner, Jr. as Limited Special Administrator for the Estate of James Brown and as Limited Special Trustee of the James Brown 2000 Irrevocable Trust (the "LSA"), with sole, specific, and exclusive authority to defend the Estate and Trust against, among other claims, TRB's Undue Influence Claims and Spousal Claims;

WHEREAS, on December 16, 2013, the Court severed the Spousal Claims from the Undue Influence Claims, assigning to them Case Nos. 2013-CP-02-02849 and 2013-CP-02-02850;

WHEREAS, on January 13, 2015 and October 26, 2015 the Court issued orders granting partial summary judgment to TRB and finding her to be Decedent's surviving spouse (the "Spousal Orders");

WHEREAS, on November 20, 2015 the LSA appealed the Spousal Orders. The LSA's appeal of the Spousal Orders is currently pending in the South Carolina Court of Appeals and assigned Appellate Case No. 2015-002417 (the "Surviving Spouse Appeal");

WHEREAS, on November 20, 2015 Deanna Brown-Thomas, Yamma Brown, and Venisha Brown, on November 23, 2015, Michael Deon Brown, and on November 24, 2015, Terry Brown



and Daryl Brown (collectively, the "Brown Children") also appealed the Spousal Orders, their appeals being a part of the Surviving Spouse Appeal;

WHEREAS, TRB, the LSA, and Russell L. Bauknight, as Personal Representative of the Estate (the "PR") (together, the "Settling Parties"), have agreed to settle TRB's Undue Influence Claims and Spousal Claims through the terms of this agreement (the "Settlement Agreement");

NOW THEREFORE, the Settling Parties hereby settle TRB's Undue Influence Claims and Spousal Claims as follows:

1. As more fully set forth below, TRB will withdraw her Undue Influence Claims, Case No. 2008-CP-02-1647, ending those claims with respect to the 2000 Will and 2000 Trust with prejudice. TRB's withdrawal will fully and finally terminate her challenge to the validity of the 2000 Will and 2000 Trust and, with that withdrawal, she forever relinquishes her alleged right to challenge the validity of the 2000 Will and 2000 Trust. The parties hereto recognize that the Brown Children, other than Terry Brown, have settled their separate contests of the 2000 Will and 2000 Trust, although the settlement is being appealed by Terry Brown, Appellate Case No. 2016-001373.

2. As additional consideration for the PR to join in this Settlement Agreement, the PR and TRB acknowledge the following:

Termination rights. In the event TRB is determined to be Decedent's "surviving spouse," which will entitle her to 50% of the valuable federal copyright termination rights, TRB will contribute 65% of the proceeds from her federal copyright termination rights to the charitable trust created by the 2000 Trust ("Charitable Trust"). Without contribution by TRB, these federal termination rights proceeds would never belong to the Charitable Trust because, under applicable federal law, these termination rights belong solely to Decedent's surviving spouse and children (or their issue). The Brown Children, other than Terry Brown, have settled their separate contests of the 2000 Will and 2000 Trust, although the settlement is being appealed by Terry Brown, despite his claim that he wants the 2000 Will and Trust to be upheld.¹ Consequently, the real dispute over TRB's status as Decedent's surviving spouse is over the federal termination rights rather than an interest in Decedent's Estate or Trust. The only way the Charitable Trust will receive any proceeds from the federal termination rights is through TRB's contribution thereof and TRB will receive the proceeds she will contribute only if she is Decedent's surviving spouse. The value of the federal termination rights could be worth tens of millions of dollars, a substantial portion of which will inure to the benefit of the Charitable Trust assuming TRB is the surviving spouse.

The Appointment Orders do not place a duty on the LSA with regard to federal copyright termination rights, which are outside of the probate estate and, therefore, not directly subject to TRB's Undue Influence Claims and Spousal Claims. Accordingly, the LSA has not confirmed or expended estate funds to study the information set forth in this paragraph.

¹ Terry Brown is not contesting the 2000 will or 2000 Trust, although he is appealing the settlement with the remaining Brown children that would dismiss their contests of the 2000 Will and Trust. If that settlement is affirmed, then this settlement with TRB will effectively end all litigation over the validity of the 2000 Will and Trust and ensure the existence of a charitable trust.

3. As more fully set forth below, the LSA will withdraw his appeal of the Spousal Orders and end all participation as an appellant to the Surviving Spouse Appeal.

4. TRB will take the following actions with respect to her Spousal Claims:

(a) Within ten (10) days of a final appellate court decision in the Surviving Spouse Appeal establishing that TRB is or is not Decedent's surviving spouse, TRB will withdraw and/or dismiss with prejudice her Spousal Claims and release the LSA from any and all claims she may have, as surviving spouse or otherwise.

(b) if in the Surviving Spouse Appeal, a final appellate court decision *fails to establish* TRB is or is not the Decedent's surviving spouse but, instead, remands the case to the lower court for further proceedings to determine whether TRB is the Decedent's surviving spouse, then, on remand, TRB and the LSA will join in a motion to bifurcate the issues so that the lower court first tries and/or rules upon the sole question whether TRB is the Decedent's surviving spouse. If a final lower court order, or, if appealed, a final appellate court decision, establishes TRB is the Decedent's surviving spouse, then before the lower court addresses and/or rules upon the remainder of TRB's Spousal Claims, TRB will immediately withdraw and/or dismiss with prejudice her Spousal Claims and release the LSA from any and all claims she may have, as surviving spouse or otherwise. An underlying foundation of this Settlement Agreement is that TRB will relinquish her Spousal Claims and will not pursue her Spousal Claims, regardless of how procedural matters ultimately develop in the trial or appellate court.

5. Within ten (10) days of the Settling Parties' execution of this Settlement Agreement, the Settling Parties will jointly seek a status conference with the lower court, at which the Settling Parties will announce this settlement to the Court, place the executed Settlement Agreement into the record, and submit to the lower court a proposed consent order of dismissal, dismissing the Undue Influence Claims with prejudice.

6. Within ten (10) days of a final order dismissing the Undue Influence Claims with prejudice (as described in the immediately preceding paragraph of this Settlement Agreement), the Settling Parties will jointly submit to the South Carolina Court of Appeals a Notice of Settlement and Withdrawal of LSA's Notice of Appeal, informing the Court the Settling Parties have reached a settlement, withdrawing the LSA's appeal of the Spousal Orders, and stating that the Brown Children, as the remaining appellants in the Spousal Appeal, are adequately represented and capable of asserting their appeal of the Spousal Orders in the LSA's absence as an appealing party. The Notice of Settlement and Withdrawal of Appeal will include this executed Settlement Agreement as an Exhibit.

7. Each signatory to this Settlement Agreement hereby warrants that he or she is fully authorized to execute this Settlement Agreement on behalf of his or her client, has explained this

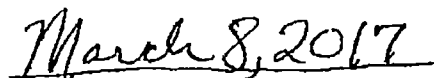
settlement to his or her client, and that his or her client fully understands and agrees, by the respective signature, to be bound by all terms set forth herein.

[Signature pages to follow]

By signing below, I hereby bind my client to this Settlement Agreement:



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Attorneys for David C. Sojourner, Jr., Limited Special Administrator of the Estate of James Brown and Limited Special Trustee of the James Brown Irrevocable Trust, u/a/d August 1, 2000

By signing below, I hereby bind my client to this Settlement Agreement:



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*Attorneys for Russell L. Bauknight, Personal Representative
of the Estate of James Brown and Trustee of the
James Brown Irrevocable Trust, w/a/d August 1, 2000*

By signing below, I hereby bind my client to this Settlement Agreement:



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APPEAL FROM AIKEN COUNTY
Court of Common Pleas

Doyet A. Early III, Circuit Court Judge

Case Nos. 2013-CP-02-02849, 2013-CP-02-02850

Appellate Case No. 2015-002417

Tommie Rae BrownRespondent,

v.

David C. Sojourner, Jr., in his capacity as Limited Special Administrator of the Estate of James Brown, a/k/a James Joseph Brown and Limited Special Trustee of the James Brown Irrevocable Trust, u/a/d August 1, 2000, Deanna Brown-Thomas, Yamma Brown, Venisha Brown, Larry Brown, Terry Brown, and Daryl Brown, Respondents below,

Of whom David C. Sojourner, Jr., in his capacity as Limited Special Administrator and Limited Special Trustee, Deanna Brown-Thomas, Yamma Brown, Venisha Brown, Terry Brown, Michael Deon Brown, and Daryl Brown are the.....Appellants.

PROOF OF SERVICE

The undersigned hereby certifies she has served the foregoing Respondent Tommie Rae Brown's Reply to Appellants' Return to Motion to Amend, Clarify and/or Correct Order filed March 16, 2017, by depositing a copy of the same in the United States Mail, postage prepaid on April 10, 2017 and addressed as follows:

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SC Court of Appeals

By Hand Delivery & U.S. Mail

The Honorable Jenny Abbott Kitchings

Clerk of Court

South Carolina Court of Appeals

Post Office Box 11629

Columbia, South Carolina 29211

Re: Estate of James Brown a/k/a James Joseph Brown
Tommie Rae Brown, Respondent v. David C. Sojourner, Jr., et al.
Appellate Case No. 2015-002417

Dear Ms. Kitchings:

Enclosed for filing is seven (7) copies **Respondent Tommie Rae Brown's Reply to Appellants' Return to Motion to Amend, Clarify and/or Correct Order Filed March 16, 2017** in the above-referenced matter together with the **Proof of Service**. The originals are being sent by U.S. Mail.

By copy of this letter, I am serving a copy of these documents on all attorneys of record.

Thank you for your assistance, and please feel free to contact our office if you have any questions.

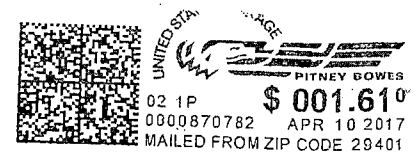
Sincerely,



Erin C. Casey

Enclosures

cc: All Counsel of Record (w/ enclosures)
Tommie Rae Brown (via email)



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