

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF BEAUFORT )

IN THE COURT OF COMMON PLEAS  
FOURTEENTH JUDICIAL CIRCUIT

(Ref. Case No. 2010-CP-07-1950)  
**RECEIVED**  
AUG 27 2018  
SC Court of Appeals

ESTATE OF DEBORAH ELAINE WOODS )  
by Vivian M. Woods as Personal )  
Representative; and VIVIAN M. WOODS, )  
individually, )

Plaintiff,

vs.

ROOSEVELT RAWLINS, )  
 )  
Defendant. )

- I. FINAL ORDER GRANTING SUMMARY JUDGMENT TO DEFENDANTS;
- II. ORDER ON PLAINTIFFS' MOTION TO RECONSIDER IN PART; AND
- III. ORDER DENYING PLAINTIFFS' MOTION FOR SUMMARY JUDGMENT

ESTATE OF DEBORAH ELAINE WOODS )  
by Vivian M. Woods as Personal )  
Representative, )

Plaintiff,

vs.

SHARON MILLER YOUNG, )  
 )  
Defendant. )

Case No.: 2013-CP-07-0660

**THESE MATTERS** are before this Court pursuant to the filing and service of the following

Motions filed by Defendants and Plaintiffs:

- I. Motion for Summary Judgment filed by Defendant Roosevelt Rawlins (herein "Defendant Rawlins") on December 9, 2017 and heard by this Court on January 5, 2018 and Reconsidered on February 28, 2018 (the "Rawlins SJ Motion");

Motion for Summary Judgment filed by Defendant Sharon Miller Young (herein "Defendant Young") on December 7, 2017 and heard by this Court on January 5, 2018 (and Reconsidered on February 28, 2018 the "Young SJ Motion");

\*\*\*\*\*

- II. Plaintiffs' Motion to Reconsider Order Granting Partial Summary Judgment to Defendant Rawlins and Defendant Young entered by this Court on February 13, 2018

filed by Plaintiffs on February 26, 2018 and Heard on February 28, 2018;

\*\*\*\*\*

III. Plaintiffs' Opposition to Defendant Rawlins' SJ Motion and Defendant Young's SJ Motion and Motion for Summary Judgment and filed on January 5, 2018 and Plaintiffs' Amended Opposition to Defendant Rawlins' SJ Motion and Defendant Young's SJ Motion and Amended Motion for Summary Judgment and filed on January 19, 2018 and Heard on February 28, 2018.

\*\*\*\*\*

**PART 1. MOTIONS FOR SUMMARY JUDGMENT OF DEFENDANT ROOSEVELT RAWLINS AND DEFENDANT SHARON MILLER YOUNG AND ORDER.**

THESE MOTIONS are before the Court on Motions for Summary Judgment pursuant to Rule 56 of the South Carolina Rules of Civil Procedure filed by the above-named Defendants, Roosevelt Rawlins ("Defendant Rawlins") and Sharon Miller Young ("Defendant Young"). Defendant Rawlins' Motion was filed on December 9, 2017 and has been duly served upon Plaintiffs. Defendant Young's Motion was filed on December 7, 2017 and has been duly served upon Plaintiffs. Prior to the hearing on Plaintiffs' Motions, each Defendant filed and served Memoranda and Affidavits in on support of their respective Motions.

This Court entered its Order Granting Partial Summary Judgment on February 13, 2018<sup>1</sup> and, as a result of Plaintiff's filing a Motion to Reconsider that Order and following the Court's review of all materials submitted by the parties and arguments presented in Court on February 28, 2018, the Court is issuing this Order addressing all Motions presently before this Court.

Present at the January 5, 2018 and February 28, 2018 hearings on Defendants' Motions were Douglas W. MacNeille, Esq., representing Defendant Rawlins, William C. Clark, Esq., representing

---

<sup>1</sup> Plaintiffs were provided with a proposed Order Granting Partial Summary Judgment and requests were made on multiple occasions as to whether there were any objections to the proposed Order. Objections were presented to either the Court or the Defendants.

Defendant Young, and Plaintiff Vivian M. Woods, individually and *pro se*, and appearing as the duly appointed Personal Representative of the Estate of Deborah Elaine Woods (“Plaintiff Woods Estate”)

This Court has reviewed the respective Motions for Summary Judgment filed by Defendants, together with supporting documentation, including, *inter alia*; (1) Defendant Rawlins’ Memorandum in Support of Motion for Summary Judgment, and the accompanying Affidavits of Roosevelt Rawlins (the “Rawlins Affidavit”), the Affidavit of Coleman Hookaylo, Esq. (the “Hookaylo Affidavit”), Gary Coggin, Esq. (the “Coggin Affidavit”), the Affidavit of Douglas W. MacNeille, Esq. (the “MacNeille Affidavit”); and (2) Defendant Young’s Memorandum of Law and the accompanying Affidavit of Harley D. Ruff, Esq. (the “Ruff Affidavit”). The Court has reviewed the pleadings filed by Plaintiffs in opposition to Defendants Motions, including, *inter alia*, Plaintiffs’ Notice and Opposition to Defendants’ Motion for Judgment and Summary of Relevant Facts filed on January 5, 2018 and *all* Exhibits thereto. Further, this Court has taken notice of the pleadings on file in this action. Further, the Court has considered the arguments made by counsel on Defendants’ behalf and the arguments of Plaintiffs at the time of the hearing.

#### A. PROCEDURAL HISTORY

These proceedings were initially commenced with the 2010 filing and service of a Summons and Complaint by Deborah Woods naming Roosevelt Rawlins as Defendant in Case No. 2010-CP-07-1850. <sup>2</sup> Thereafter, in 2013, Deborah Woods filed and served a Summons and Complaint naming Sharon Miller Young as Defendant in Case No. 2013-CP-07-0660.

---

<sup>2</sup> The Court takes judicial notice of the Summons and Complaint filed on behalf of Plaintiff Deborah Woods, by her then legal counsel of record, James Hale, Esq., which had attached thereto as Exhibits the *Bligen Trust and Bligen Trust Amendment* and requested various relief in accordance with the terms and conditions of the Bligen Trust, as amended.

Pursuant to Plaintiff's Motion to Consolidate filed in the two above-referenced cases, on January 20, 2016 this Court issued its "Order Consolidating 2010-CP-07-1850 into Case 2013-CP-07-660 and an Order Allowing Plaintiff to Amend Complaint". Plaintiffs Deborah E. Woods and Vivian M. Woods, then represented by Charles Houston, Esq., filed their Amended Complaint on February 17, 2016, naming as Defendants Sharon Miller Young, Sharwayne Miller, Roosevelt Rawlins and Kenneth Brown, individually and as Co-Trustees of the William Bligen Living Trust.<sup>3</sup>

Plaintiff's unverified Amended Complaint alleges the following Causes of Action against Defendants:

1. Gross Negligence & Breach of Fiduciary Duty *v. Defendant Rawlins*;
2. Accounting *v. Defendant Rawlins*;
3. Breach of Covenant for Quiet Enjoyment *v. Defendant Rawlins*;
4. For Cost of Rent and Utilities *v. Defendant Young*;
5. Ejectment and Eviction *v. Defendant Young*; and
6. Conversion *v. Defendant Rawlins*.

The Court takes notice of the fact that, nowhere contained in the allegations and/or six (6) Causes of Action set forth in Plaintiffs' Amended Complaint do Plaintiffs question of the "invalidity" of the William Bligen Trust dated May 5, 1999 or the Trust Amendment dated April 30, 2004 (collectively the Bligen Trust"), nor is there any allegation of "forgery" or "fraud" in connection with the drafting or execution of either Trust document. To the contrary, each and every cause of action of the Amended Complaint seeks and relies upon the Court's recognition, construction and/or enforcement of the terms and conditions of the Bligen Trust

Defendant Rawlins filed his Answer to Amended Complaint, Affirmative Defenses and

---

<sup>3</sup> Neither Sharwayne Miller nor Kenneth Brown have been made parties to this consolidated action, there are no Affidavits of Service nor any Affidavit of Default with respect to either of these individuals, thus leaving Defendant Rawlins and Defendant Young as the sole Defendants herein.

Counterclaims against both Defendants on March 3, 2016 and has completed service of his responsive pleadings on Defendants. Defendant Rawlins' Answer includes several Affirmative Defenses, as follows:

1. That the Amended Complaint fails to state a cause of action pursuant to SCRCF, Rule 12(b)(6);
2. That the Amended Complaint, and each cause of action set forth therein, is barred by the applicable statutes of limitation;
3. That the Amended Complaint, and each cause of action set forth therein is subject to the Contest/Disinherit clause of Section 2.5 of the Bligen Trust;
4. That the South Carolina Trust Code gives Defendant Rawlins all "powers appropriate to achieve the proper investment, management, and distribution of trust property", and Defendant has acted within the scope of this authority at all relevant times.; and
5. That Plaintiff, Vivian Woods, has no interest in the Trust and has no standing to sue in this action, therefore, her claims must be dismissed with prejudice.

Defendant Rawlins' Answer is accompanied by a Counterclaim against Plaintiffs Deborah and Vivian Woods, as later supported by the Rawlins Affidavit, alleging that he has duly exercised and complied with his fiduciary duties and responsibilities as Trustee of the Bligen Trust, that, as established by the terms of the Trust Amendment, "... the life estate to the children of Deborah Woods is limited to a life estate to *only* Deborah's daughter, Sharon [Defendant Sharon Miller Young]", and that the claims made by Plaintiffs Deborah Woods and Vivian M. Woods, in disputing the provisions of the Trust, should result in their being disinherited, thereby revoking any trust distribution for either said beneficiary, in accordance with the Contest/Disinherit provisions found in Section 2.5 of the Bligen Trust.

Defendant Young filed her Answer to the Amended Complaint, Affirmative Defenses and Counterclaims against both Defendants on March 4, 2016 and has completed service of her responsive pleadings on Defendants. Defendant Young's Answer includes several Affirmative

defenses, as follows:

1. That some or all of the Plaintiff's claims may be barred by the applicable statute of limitations;
2. That the relief sought by Plaintiff is subject to the previous dismissal of an action against Defendant seeking the identical relief, which case was dismissed by way of a Consent Order dated November 27, 2006, remanding the matter to the Probate Court;
3. That Plaintiff's claims may be barred by the doctrines of waiver, estoppel, laches and/or unclean hands; and
4. That Plaintiff has failed to state facts sufficient to constitute a cause of action against Defendant thus barring Plaintiff's claims from recovery pursuant to the provisions of Rule 12 (b)(6) of the South Carolina Rules of Civil Procedure and that, therefore, the Complaint should be dismissed.

#### **B. FACTUAL BACKGROUND.**

The issues before the Court in this action primarily involve matters concerning the construction and administration of the William Bligen Revocable Living Trust Dated May 5, 1999 ("herein the "Bligen Trust") and the Amendment to Revocable Living Trust Agreement dated April 30, 2004 (herein the "Trust Amendment").

William Bligen died on May 21, 2004 and, at that time, the Bligen Trust became irrevocable. Among the beneficiaries named in the Bligen Trust are decedent William Bligen's sister, Defendant Deborah Woods (now "Plaintiff Woods Estate"), and "the children of Deborah Woods", which would include *inter alia*, Plaintiff Vivian Woods who is a daughter of Deborah Woods, and, more specifically through the Trust Amendment, Defendant Sharon Miller Young, who also is a daughter of Deborah Woods.<sup>4</sup>

---

<sup>4</sup> With respect to the grant of life estates to his residence, the Bligen Trust speaks in terms of the "children of Deborah Woods". While there may be other children of Deborah Woods, the claims and defenses asserted in the within action involve *only* her daughters, Vivian M. Woods and Sharon Miller Young. The Trust Amendment, as discussed in more detail below, limits the life estate in William Bligen's residence to Deborah Woods and her children to a life estate to *only* Deborah's daughter Sharon Miller Young.

The Bligen Trust, in Article IV, Appointment of Successor Trustee, appoints Defendant Roosevelt Rawlins as successor Trustee to William Bligen. Defendant Rawlins is a financial advisor with the New York City firm Cadaret Grant & Co., Inc. Defendant Rawlins served as decedent William Bligen's financial and investment advisor prior to Mr. Bligen's passing in May 2004 and has continued, in his capacity as successor Trustee and/or Co-Trustee,<sup>5</sup> to manage affairs pertaining to the Bligen Trust since that time.

The provisions of the Bligen Trust that are alleged to be relevant to these proceedings are found in Article II, Distributions from Trust, more specifically, in Section 2.4.3 of Article II, Distribution of Trust Estate, and Article II, Section 2.6, Contest/Disinherit. Considering the allegations made by Plaintiffs against Defendant Rawlins, Article III, Trustee's Powers, also has application to the matters raised herein. The context of the most relevant, salient and applicable provisions of the Bligen Trust are set forth, *inter alia*, as follows:

**2.4.3 DISTRIBUTION OF TRUST ESTATE**, wherein it is stated in relevant part that,

"Upon the death of the Grantor, or as nearly following as the Trustees shall determine, the Trustees shall:

...

**Fourthly**, preserve my residence<sup>6</sup> as a gathering place for the Bligen Family, employ Ken Brown and Patricia Brown as property managers of said residence, insuring said property and paying property taxes and needed maintenance and repair of said real property, with a life estate to said residence to my sister, Deborah Woods, and a life estate to said residence to the children of Deborah Woods. [emphasis added]. The trustee shall invest the rest and residue of the trust estate (my investment adviser, Roosevelt Rawlins, upon appointment as successor trustee shall retain the unfettered right to continue providing investment related services to the trust for a fee according to his schedule of such), as an endowment, and in his sole and unqualified discretion,

---

<sup>5</sup> Following William Bligen's death, Kenneth Brown, was named as a Co- Trustee, however, there is no evidence before this Court that Kenneth Brown ever accepted or acted in this capacity, and Kenneth Brown has *not* been made a party to this action.

<sup>6</sup> The "residence" of William Bligen, which was his only place of residence at the time of his death in May 2004, has been variously described with a street address of 5 Bligen Lane, Hilton Head Island South Carolina and a tax identification number of R510 007 000 032A.

distribute a portion of the income of such endowment for the expenses related to maintaining my said property, as well as, to provide support for the aforesaid Deborah Woods, the children of Deborah Woods, that is, their health care, education, maintenance & support. [emphasis added]. Upon the death of Deborah Woods and the deaths of the children of Deborah Woods, the trustees shall determine, in their sole and unqualified discretion, if the Bligen Family exists and desires to continue using said residence as a gathering place, and shall continue to maintain such residence as a gathering place, and shall continue to until the trustees, in their sole and unqualified discretion, determine there is no reasonable need for such, at which time, the real property shall be sold, and the corpus and income of the trust estate shall then be distributed to the charity of the trustee's choice so long as such charity or charities play a role with the improvement of life in and near Hilton Head Island, South Carolina, with emphasis on the condition of youth and/or Native Islanders. As example, but not Directive, of Grantor's desire and intent, would be such as the Boys Club (of Hilton Head Island), IMAGE, etc.”

**2.5 CONTEST/DISINHERIT**, wherein it is stated that:

“Should any person dispute the distributions, in whole or in part, provided for in Article IV herein, the Trustee shall, in her or his unqualified discretion, take every legal and equitable means necessary to enforce the aforesaid distribution, including any appeals. In addition, should the aforesaid person disputing said distributions be a beneficiary, as provided for in Article II herein, the distribution provided for said beneficiary is herewith revoked, and the Trustee shall readjust the remaining distribution shares to reflect the aforesaid disinheritance.” [emphasis added].

**3.8 DELEGATION OF POWER TO CO-TRUSTEE**, wherein it is stated in relevant part as follows:

“The foregoing powers, as well as those now or hereafter conferred upon trustees generally, may be exercised by the Trustee in such manner as he, in his sole judgment and discretion deems appropriate, in a general sense, to carry out the trust purposes under all of the then circumstances (insofar as they can be reasonably ascertained by such Trustee), all without obtaining authority therefor from any court. No person dealing with the Trustee shall be bound to see to the application or disposition of cash or property transferred to or upon the order of the Trustee or to inquire into the authority, validity, or propriety of any action of the Trustee.” [emphasis added].

Shortly before his May 21, 2004 death, William Bligen, on April 30, 2004, executed the

**AMENDMENT TO REVOCABLE LIVING TRUST AGREEMENT TO: WILLIAM BLIGEN, AS TRUSTEE, THE WILLIAM BLIGEN LIVING TRUST UNDER AGREEMENT DATED 5/5/99**

(herein the “Trust Amendment”). In the Trust Amendment, William Bligen, acting in his capacity as

both Grantor and Trustee, exercised his right to amend and revise (see Bligen Trust, Sec. 1.1) the provisions of Paragraph 2.4.3 of Article II of the Trust Agreement by amending certain provisions to read as follows:

“In the sentence entitled “**Secondly**”: the gift of \$10,000.00 to Samuel Bligen is deleted; and added is a gift of \$10,000.00 to Grantor’s nephew, Lennitt Bligen.

In the sentence entitled “**Fourthly**”, the gift of a life estate in Grantor’s residence continues to Deborah Woods, however *the life estate to Deborah’s children is limited to a life estate to only Deborah’s daughter Sharon* [emphasis added]. Following in the same paragraph any reference to the children of Deborah Woods shall refer to her daughter Sharon only.<sup>7</sup> (emphasis added).

Deborah Woods died on April 17, 2017, terminating any life estate interest that she held in the real property and/or the residence of William Bligen. Vivian M. Woods has pursued this action on her mother’s behalf, in her capacity as the duly appointed Personal Representative of the Estate of Deborah Elaine Woods, with respect to the allegations made against Defendants Rawlins and Young.

In these Motion proceedings, but *not* in the Amended Complaint, Plaintiff Vivian M. Woods has asserted and claimed, on her individual behalf and on behalf of the Deborah Woods Estate, that the Trust Amendment is a “forgery”, that is, a “forgery” of the signature of the Grantor William Bligen thereon.<sup>8</sup> I need not consider or reach a decision on this assertion by Plaintiff for the reasons set forth in the Findings of Fact and Conclusions of Law set forth below.

### **C. DEFENDANT RAWLINS’ MOTION FOR SUMMARY JUDGMENT**

Defendant Rawlins prays for summary judgment in his favor with respect to Plaintiffs’ First Cause of Action alleging Gross Negligence and Breach of Fiduciary, Second Cause of Action for

---

<sup>7</sup> It is uncontested that the reference to “Sharon” in the Trust Amendment is to Defendant Sharon Miller Young.

<sup>8</sup> In support of her position, Defendant Woods has presented to the Court a notarized “Questioned Document Examiner Letter of Handwriting Expert, Kurt Baggett, dated May 23, 2017”.

Accounting, Third Cause of Action alleging Breach of Covenant of Quiet Enjoyment, and Sixth Cause of Action alleging Conversion. Defendant Rawlins posits that the terms of the Bligen Trust and Trust Amendment, read together, limit the life estate interest in his residence to only Deborah Woods and Defendant Young and that, since Deborah Woods is now deceased, the sole remaining life tenant is Defendant Young. Defendant Rawlins' Motion for Summary Judgment includes his Joinder in Defendant Young's Motion for Summary Judgment.

Further, Defendant Rawlins, in his SJ Motion argues that he is entitled to summary judgment on his Counterclaim since Plaintiffs, through the filing of the within lawsuit and through their actions in prosecuting their claims against Roosevelt Rawlins, Trustee of the William Bligen Living Trust Agreement, dated May 5, 1999, as amended by the Amendment to Revocable Living Trust agreement dated April 30, 2004 (the "Bligen Trust") have violated the provisions of Article 2.5 CONTEST/DISINHERIT of the Bligen Trust.

#### **D. DEFENDANT YOUNG'S MOTION FOR SUMMARY JUDGMENT**

Defendant Young seeks summary judgment in her favor with respect to Plaintiffs' Fourth Cause of Action for Rent and Utilities and Fifth Cause of Action for Ejectment and Eviction. Defendant Young asserts that, even if the provisions of the Bligen Trust and Trust Amendment are given the most favorable construction to Plaintiffs, Defendant Young is entitled to summary judgment on both Plaintiffs' Fourth and Fifth Causes of Action because the life estate of Defendant Young runs *concurrently*, not *consecutively (successively)*, with the life estate of Deborah Woods. Defendant Young's SJ Motion further alleges that Plaintiffs' claims contesting the validity of either the Bligen Trust or the Trust Amendment, or both, are barred by S.C. Code Ann. Sec. 62-7-604(a), which states that:

A person must commence a judicial proceeding to contest the validity of a trust that

was revocable at the settlor's death within the earlier of;

- (1) One year after the Settlor's Death; or
- (2) One hundred twenty days after the trustee sent the person a copy of the trust instrument and a notice informing the person of the trust's existence, of the trustee's name and address, and of the time allowed for commencing a proceeding. (Emphasis added).

Defendant Rawlins has joined in Defendant Young's Motion for Summary Judgment and the relief sought therein. This Court takes judicial notice of S.C. Code Ann. Sec. 62-7-604(a) and, therefore, does *not* rely upon the Ruff Affidavit(s), filed by Defendant Young, in making the findings of fact and conclusions of law set forth herein.

#### E. LEGAL STANDARD.

South Carolina Rules of Civil Procedure, Rule 56(c) states that summary judgment is available when "there is no genuine issue as to any material fact and that the moving party is entitled to judgment as a matter of law." Another formulation of the same standard is that summary judgment is appropriate when the plain, palpable and indisputable facts exist on which reasonable minds cannot differ. *Williams v. Chesterfield Lumber*, 267 S.C. 607, 230 S.E. 2d 447 (1976).

Even though courts are required to view the facts in the light most favorable to the nonmoving party, to survive a motion for summary judgment, it is not sufficient for a party to create an inference that is not reasonable or an issue of fact that is not genuine. The party seeking summary judgment has the burden of clearly establishing the absence of a genuine issue of material fact. If the moving party is successful, the nonmoving party must then come forward with specific facts showing there is a genuine issue for trial. *Matter of Estate of Smith*, 419 S.C. 111, 116-17, 796 S.E.2d 158, 160-61 (Ct. App. 2016).

A party opposing a properly supported motion for summary judgment, however, may not rest on the mere allegations or denials of his/her pleading, but must set forth or point to specific facts

showing there is a genuine issue of material fact. *Thomas v. Waters*, 315 S.C. 524, 445 S.E.2d 659, 661 (Ct. App. 1994); *Columbia V. Town of Irmo*, 316 S.C. 193, 195, 447 S.E.2d 855, 857 (1994).

**F. FINDINGS OF FACT AND CONCLUSIONS OF LAW.**

The Court has reviewed and considered the (1) respective Motions for Summary Judgment filed by Defendants, together with supporting documentation, including, *inter alia*, Defendant Rawlins' Memorandum in Support of Motion for Summary Judgment, and (2) accompanying Affidavits of Roosevelt Rawlins (the "Rawlins Affidavit") and Affidavit of Douglas W. MacNeille, Esq. (the "MacNeille Affidavit"), 9, and (3) Defendant Young's Memorandum of Law, (4) the accompanying Affidavit of Harley D. Ruff, Esq. (the "Ruff Affidavit") and (4) the filings by Plaintiffs in opposition to Defendants' Motions, including, *inter alia*, Plaintiffs' Notice and Opposition to Defendants' Motion for Judgment and Summary of Relevant Facts and all Exhibits thereto. <sup>10</sup> The Court has taken notice of the pleadings on file in this action. Further, the Court has considered the arguments made by counsel on Defendants' behalf and the arguments of Plaintiffs at the time of the hearing. Based upon the foregoing and applicable South Carolina law, I make the following Findings of Fact and Conclusions of Law.

**Defendant Rawlins' Motion for Summary Judgment.**

1. I find and conclude as a matter of law that Plaintiffs, and each of them, have failed to present any genuine issue of material fact, or controlling legal authority to support their allegations:
  - (a) that Defendant Rawlins has grossly, wantonly and negligently failed to carry forth his fiduciary and Trust duties as alleged in the First Cause of Action Plaintiffs' Amended

---

<sup>9</sup> The Affidavits of Coleman Hookaylo, Esq. (the "Hookaylo Affidavit") and Gary Coggin, Esq. (the "Coggin Affidavit") have no bearing on my decision for the reasons set forth herein.

<sup>10</sup> Plaintiffs' Opposition filings of January 5, 2018 and January 19, 2018 includes a notarized letter from document examiner Curt Baggett which, for the reasons set forth herein, have no bearing on my decision.

Complaint;

(b) that Defendant Rawlins has failed to provide an accounting of Trust assets as alleged in the Second Cause of Action Plaintiffs' Amended Complaint 11 ;

(c) that Defendant Rawlins has a duty to prevent or has engaged in any breach of covenant for quiet enjoyment as alleged in the Third Cause of Action Plaintiffs' Amended Complaint; and/or

(d) that Defendant Rawlins has converted for his own use money allegedly to be paid to Plaintiffs for their support and maintenance as alleged in the Sixth Cause of Action Plaintiffs' Amended Complaint.

2. I find that Defendant Rawlins, in his Affidavit on file, states and avers under oath, and from his own personal knowledge, that he has undertaken and performed his Trust duties under:

(a) Trust Sec. 2.4.1 to Pay the expenses of the Grantor's last illness, funeral and interment, unpaid income, estate and property taxes, and expenses of administration of Grantor's estate and lawful debts of Grantor;

(b) Trust Sec. 2.4.2 to Distribute the tangible personal property of the Grantor as directed;

(c) Trust Sec. 2.4.3 to Release shared/POD accounts to Jannie Williams and Brandon Brown and to Distribute cash to Dorothy Woods, Muriel Woods, Deborah Woods, Herman Woods and Anthony Brown;

(d) Trust Sec. 2.4.3 (as amended) to Preserve the Bligen residence on Hilton Head Island including employing property managers, and paying insurance, taxes and repairs, preserving

---

11 As attested to by the Affidavit of Douglas W. MacNeille, Defendant Rawlins has researched and supplied to his attorney, Mr. MacNeille, detailed monthly account activity reports for the period from January 2006 through March 2017, and Mr. MacNeille has transmitted this accounting to Defendants under cover letters dated January 6, 2016, February 21, 2017 and May 2, 2017. This Court has not been presented with any allegation or assertion by Plaintiffs  
Page | 13

a life estate the Bligen residence for Deborah Woods and Sharon Miller Young;

(e) Trust Amendment 2.4.3 to Distribute cash to Lennitt Bligen; and

(f) Trust Amendment Sec. 2.4.3 to preserve a life estate to the Bligen residence for Sharon Miller Young.

3. I find and conclude that Defendant Rawlins has considered what he believes to be the clear and unambiguous language of: (a) Trust Sec. 2.4.3 to preserve a life estate in the residence for Deborah Woods, and the children of Deborah Woods; and (b) Trust Amendment Sec. 2.4.3 to preserve a life estate in the residence for *only* Deborah Woods (now deceased) and Sharon Miller Young and that, in his reasonable exercise of his judgment and his “sole and unqualified discretion”, has determined that he is under no affirmative legal obligation to evict or eject Defendant Young from the residence or to interfere in any way with her life estate therein. I further find and conclude that neither the Bligen Trust nor the Trust Amendment imposes a legal obligation on Defendant Rawlins to evict or eject Defendant Young from the Bligen Residence or to collect from her any sums for payment of rent and utilities as alleged by Plaintiffs.

4. I find and conclude that Defendant Rawlins’ allegation in his Counterclaim that he has a right to invoke, as invoked in his Motion for Summary Judgment, the provisions of Trust Sec. 2.5 CONTEST/DISINHERIT fails as a matter of law because the terms of this provision are uncertain and unenforceable under the facts of this case.

5. In support of the findings and conclusions set forth in Paragraphs 3 and 4 above, I further find and conclude that it was Grantor William Bligen’s intent, as demonstrated in Bligen Trust Sec.s 2.4.3 (as Amended), 2.5 and 3.8, to defer to the sole and unqualified discretion of successor Trustee Defendant Rawlins in exercising the trustee powers and duties conferred upon him

---

that these accountings were incomplete or that additional accountings are required at this time.

therein. Plaintiffs have alleged, in various counts of their Amended Complaint that Defendant Rawlins is *required* to make and distribute for the expenses related to maintaining the Bligen Residence, as well as, to support for Deborah Woods, and the children of Deborah Woods that is, their health care, education, maintenance and support. These allegations must be considered in accordance with the express provisions of the Bligen Trust, which state that the decision to make any such distributions are subject to the “*sole and unqualified discretion*” of the Trustee, Defendant Rawlins (see Bligen Trust, Sec. 2.4.3, Fourthly, Sec. 2.5 and Sec. 3.8). The South Carolina Supreme Court, in the case of *In re: Estate of Niles Stevens, et al.*, 365 S.C. 427, 617 S.E.2d 736 (SC 2005), addressed this issue in *dicta* as follows: “It is self-evident that the establishment of a trust involves some degree of confidence in the integrity, ability, and genuineness of another individual or entity, the trustee. This truism is given increased credence when the trustee is bestowed a discretionary power, which the trustee “may either exercise or refrain from exercising.” (citing *Page v. Page*, 243 S.C. 312, 315, 133 S.E. 2d 829, 831 (1963)). When determining the extent of a trustee’s discretionary power, the courts should keep in mind that the allocation of discretionary authority is done out of a desire to obtain the trustee’s honest judgment, perhaps even to the exclusion of the judgment of the court.” (citing, 76 Am. Jur. 2d Trusts Sec. 346 (1992)). In the case before this Court, the Bligen Trust is replete with language establishing Grantor William Bligen’s, intent and desire that his designated successor Trustee, Defendant Rawlins, shall exercise “his sole and unqualified discretion” in making and administering the distributions of the trust estate. I find and conclude that there is no competent evidence of any genuine issue of material fact before this Court that Defendant Rawlins has abused his discretion or improperly exercised his discretion, with the legal standard being to, “... exercise the reasonable care, prudence and diligence in the management of trust assets as a reasonably prudent man would do with relation to his own affairs.” *Cartee v.*

*Lesley*, 290 S.C. 333, 336, 350 S.E.2d, 388 (1986).

6. To the extent that Plaintiffs allege any financial irregularities against Defendant Rawlins, I find and conclude that Plaintiffs have had more than ample time to hire and present the results of a forensic audit, or any other evidence proving Defendant Rawlins' alleged wrongdoing.

7. Further, and notwithstanding Plaintiffs' *never pled* any assertion that the Amended Trust is a "forgery" or "fraud", would be a claim contesting the "validity" of the Trust Amendment and, as such, I find and conclude that this claim, even if properly pled, would be barred by the applicable statute of limitations, as set forth in Paragraph 7. below. The only document on file by Plaintiffs that makes any assertion of "forgery" or "fraud" is the May 23, 2017 Baggett Report, which does not appear in any pleading before the Court. (Note: the only Plaintiffs' pleadings against Defendants are found in the Amended Complaint filed on February 17, 2016, which has not been amended.

8. I find and conclude as a matter of law that any and all of Plaintiffs' claims contesting the validity of the terms of the Bligen Trust, and more specifically the Trust Amendment, are barred by S.C. Code Ann. Sec. 62-7-604(a), which states that:

A person must commence a judicial proceeding to contest the *validity* of a trust that was revocable at the settlor's death within the earlier of;

- (1) One year after the Settlor's Death; or
- (2) One hundred twenty days after the trustee sent the person a copy of the trust instrument and a notice informing the person of the trust's existence, of the trustee's name and address, and of the time allowed for commencing a proceeding. [emphasis added].

Plaintiffs assert that the applicable limitation of action provision is that found in S.C. Code Ann. Sec. 15-3-530, which provides a three-year statute of limitations in fraud cases commencing upon "the discovery by the aggrieved party of the facts constituting the fraud". This reliance is misplaced since

the Comment to S.C. Code Ann. Sec. 62-7-604(a) makes it clear that this section created and intended specifically for the purpose of addressing the limitation of actions for actions contesting the validity of trusts <sup>12</sup> and, as such, controls over any and all more general statutes providing periods of limitation under the facts of this case, to the extent that those facts contests the “validity” of the Bligen’s Trust and Trust Amendment.

9. I find and conclude as a matter of law that there is no competent evidence or genuine issue of material fact raised by Plaintiffs that they commenced any action to contest the validity of the Bligen Trust or the Trust Amendment within one (1) year after Settlor William Bligen’s death on May 21, 2004, that is, by on or before May 21, 2005. I find and conclude that Plaintiffs, and each of them, have failed to provide any documentation objecting to Defendants’ position that the Statute of Limitations has run on the Causes of Action against Defendant, Roosevelt Rawlins, nor have Plaintiffs provided any competent evidence or legal precedent that said Statute is *not* controlling in this case. Defendant Rawlins has raised the bar imposed by the applicable statute of limitations as an affirmative defense and has joined in Defendant Young’s Motion for Summary Judgment and the relief sought therein.

10. Further, I find and conclude that the allegation of Plaintiffs that the Trust Amendment signed by William Bligen on April 30, 2004 is a “forgery” or “fraud” is not before the Court since

---

<sup>12</sup> See Comments to S.C. Code Ann. 562-7-604: “This section provides finality to the question of when a contest of a revocable trust may be brought. The section is designed to allow an adequate time in which to bring a contest while at the same time permitting the expeditious distribution of the trust property following the settlor’s death. . . . Subsection (a) specifies a time limit on when a contest can be brought. A contest is barred upon the first to occur of two possible events. The maximum possible time for bringing a contest is one year from the settlor’s death. This should provide potential contestants with ample time in which to determine whether they have an interest that will be affected by the trust, even if formal notice of the trust is lacking.

neither fraud or forgery has never been pled by Plaintiffs (see Amended Complaint) and, in any event, is barred by the statute of limitations (S.C. Code Ann. Sec. 62-7-604(a)). Therefore, I further find and conclude as a matter of law that the Trust Amendment is a valid and enforceable legal document, and that Plaintiffs are now time barred from raising any such claims and that Plaintiffs are now time-barred from raising any claims of fraud or forgery, or any other claim contesting the “validity” of the Bligen Trust or the Trust Amendment.

11. Plaintiffs have based their allegations and Causes of Action in their Amended Complaint on their various assertions that the provisions of the Trust should be enforced against Defendants, therefore, I find and conclude that Plaintiffs are estopped by their actions from pursuing any claim contesting the validity of the Trust and/or Trust Amendment.

**Defendant Young’s Motion for Summary Judgment.**

12. I find and conclude as a matter of law that Plaintiffs, and each of them, have failed to present any genuine issue of material fact, or controlling legal authority:

- (a) That Defendant, Sharon Miller Young, has or had an obligation to pay rent or utilities on the property in question as alleged in the Fourth Cause of Action of Plaintiff’s Amended Complaint; or
- (b) That Defendant, Sharon Miller Young, should be ejected from the property as alleged in this Fifth Cause of Action of Plaintiff’s Amended Complaint.

13. I find and conclude that Defendant Young, has provided the Court with a Memorandum of Law supporting her Motion for Summary Judgment that relies upon the limitation of actions provisions of South Carolina Code Ann. §62-7-604(a), which states as follows ;

A person must commence a judicial proceeding to contest the validity of a trust that was revocable at the Settlor’s death within the **earlier of;**

- (1) One year after the Settlor’s death; or

- (2) One hundred twenty days after the trustee sent the person a copy of the trust instrument and a notice informing the person of the trust existence, of the trustee's name and address, and of the time allowed for commencing a proceeding.

See my findings and conclusions as set forth in Paragraph 7. above and footnote 12 thereto.

14. I find and conclude that the earliest possible action brought by the Plaintiff, Deborah Woods, was on April 19, 2010 in an action against Defendant, Roosevelt Rawlins, seeking a declaratory judgment relative to the issue of the life estates. Since William Bligen died on May 21, 2004, this action was brought significantly (almost 5 years) beyond the prescribed Statute of Limitations as set forth in §62-7-604(a).

15. I find and conclude that there is no competent evidence or genuine issue of material fact placed in issue by Plaintiffs that they commenced any action to contest the validity of the Bligen Trust or the Trust Amendment within one (1) year after Settlor, William Bligen's death on May 21, 2004, that is, by on or before May 21, 2005. Therefore, I find and conclude as a matter of law that the allegations by Plaintiffs that the Trust Amendment signed by William Bligen on April 30, 2004 is a "forgery" or "fraud", even *if* properly pled and before this Court, which is *not* the case, is barred by the Statutes of Limitations (S.C. Code Ann. §62-7-604(a)). Therefore, I further find and conclude as a matter of law that the Trust Amendment is a valid and enforceable legal document,

16. Since I find and conclude that the Trust Amendment is a valid and enforceable legal document, and because the Fourth Cause of Action and Fifth Cause of Action are based upon Plaintiffs' position that the Trust Amendment is invalid, then Defendant, Sharon Miller Young, is entitled to summary judgment, those two Causes of Action, being the only two Causes of Action directed at her in the Amended Complaint.

17. Further, I find and conclude that the suggestion by Plaintiffs that the Trust Amendment signed by William Bligen on April 30, 2004 is a "forgery" or "fraud" is not before the

Court since neither fraud nor forgery has ever been pled by Plaintiffs (Amended Complaint) and, in any event, is barred by the statute of limitations (S.C. Code Ann. Sec. 62-7-604(a)). Therefore, I further find and conclude as a matter of law that the Trust Amendment is a valid and enforceable legal document.

18. Plaintiffs have based their allegations and Causes of Action in their Amended Complaint on their various assertions that the provisions of the Trust should be enforced against Defendants, therefore, I find and conclude that Plaintiffs are estopped by their actions from pursuing any claim contesting the “validity” of the Trust and/or Trust Amendment.

**C. Concurrent vs. Consecutive Life Estates**

1. In this Court’s Order Granting Partial Summary Judgment entered on February 13, 2018, I expressly reserved any ruling on the issue of “consecutive” vs. “concurrent” life estates pending further arguments and consideration by the Court on February 28, 2018.

2. The allegations and arguments raised by Plaintiffs in their pleadings and their supporting documentation raise the issue of whether the language found in Section 2.4.3 of the Bligen Trust granting a “... *life estate to said residence to my sister, Deborah Woods, and a life estate to said residence to the children of Deborah Woods*” creates “concurrent” or “consecutive” (successive) life estates.

3. Plaintiffs have alleged that the “life estates” are “*consecutive*”, thus taking the position that the initial life estates was granted *only* to Deborah Woods, and that the life estates granted to “...*the children of Deborah Woods*” are “consecutive” or “successive” to Deborah Woods’ life estate, arguing that the childrens’ life estates only come into existence following the death of Deborah Woods.<sup>13</sup> These allegations and arguments by Plaintiffs form the basis for the

---

<sup>13</sup> As previously noted, Deborah Woods died on April 17, 2017.

claims against Defendant Rawlins as set forth in the First Cause of Action (Para. 15(F) and the Third Cause of Action their Amended Complaint, and the basis for the claims against Defendant Young in the Fourth and Fifth Causes of Action of their Amended Complaint alleging that Defendant Young should be evicted or ejected from the Bligen residence or that she should be required to account for and pay to Plaintiff Deborah Woods (now the Woods Estate) for her share of rent and utilities during her occupancy of the residence.

4. Defendants Rawlins and Young conversely argue that the “life estates” granted in Section 2.4.3 of the Bligen Trust are intended to be “concurrent”, thus taking the position that the life estates of Deborah Woods and the children of Deborah Woods run concurrently following the death of the Grantor William Bligen, and that Deborah Woods and her children <sup>14</sup>, while living, *all* are entitled to life estates for the period of time that each of them are living (subject to the limitations set forth in the Bligen Trust Amendment).

5. I have reviewed a number of cases and find none on point with regard to the “consecutive vs. concurrent” life estate issue in this case. I have, however, noted that in almost every case where I have seen a reference to a “consecutive” life estate contains verbiage like: “to A, and upon her death to B”. I find and conclude that the correct language for “consecutive” life estates includes this or similar language, and that the absence of such language results in a “concurrent” life estate, irrespective of commas. Neither Plaintiffs nor Defendants have pled or argued “ambiguity”. I find no ambiguity and look only to the 4 corners of the Bligen Trust and Trust Amendment <sup>15</sup>, and I

---

<sup>14</sup> As determined by the Court earlier in this Order, the only “children of Deborah Woods” having standing in this case are her daughters, Plaintiff Vivian M. Woods and Defendant Sharon Miller Young.

<sup>15</sup> Words must be construed to have their ordinary meaning absent contrary evidence of the testator's intent to afford the word some specialized or restricted meaning. See *Matter of Clark*, 308 S.C. 328, 417 S.E.2d 856 (S.C. 1992).

find and conclude as a matter of law that “concurrent” life estate(s) were intended by the Grantor William Bligen.

6. I find and conclude as a matter of law that, since Section 2.4.3 of the Bligen Trust was lawfully amended by William Bligen in the April 30, 2004 Trust Amendment, the life estates for the class of the “children of Deborah Woods”, from April 30, 2004 to present, has been limited to life tenant Sharon Miller Young. Therefore, I further find and conclude that, since the date of William Bligen’s death in May 2004, Defendant Young has been under no obligation to Plaintiff and life tenant Deborah Woods to pay rent for her occupancy of the Bligen Residence, nor has Defendant Rawlins been under any duty or obligation to remove Defendant Young from the premises or to collect rent for her occupancy.

7. I find and conclude as a matter of law that Deborah Woods died on April 17, 2017, thus terminating her life estate in the Bligen residence by operation of law. I further find and conclude as a matter of law that Sharon Miller Young is now the *sole* life tenant of the Bligen Residence and any and all life tenant benefits conferred pursuant to the May 5, 1999 Bligen Trust **2.4.3 DISTRIBUTION OF TRUST ESTATE** provisions, as amended only by the Trust Amendment dated April 30, 2004. Therefore, I further find and conclude that Sharon Young, and/or any person living in Bligen Residence with her express permission, are the only lawful occupants(s) of the Bligen Residence and the surrounding lands owned by the Bligen Trust.

**NOW, THEREFORE**, with respect to Defendant Rawlins’ and Defendant Young’s Motions for Summary Judgment, **IT IS ORDERED THAT:**

1. Defendant Rawlins’ Motion for Summary Judgment in his favor on Plaintiffs’ First, Second, Third, and Sixth Causes of Action of the Amended Complaint is granted, and all of Plaintiffs claims therein against Defendant Rawlins are dismissed with

prejudice;

2. Defendant Rawlins' Motion for Summary Judgment in his favor on his Counterclaim invoking the **Section 2.5 CONTEST/DISINHERIT** provision of the Trust is denied;
3. Defendant Young's Motion for Summary Judgment in her favor on Plaintiffs Fourth and Fifth Causes of Action of the Amended Complaint is granted and all of Plaintiffs claims therein against Defendant Rawlins are dismissed with prejudice; and

**SO ORDERED.**

PART II. PLAINTIFFS' MOTION FOR RECONSIDERATION OF ORDER GRANTING  
PARTIAL SUMMARY JUDGMENT AND ORDER

THIS MOTION is before the Court on Plaintiffs February 26, 2018 Motion for Reconsideration of this Court's February 13, 2018 Order Granting Partial Summary Judgment. In their Motion for Reconsideration <sup>16</sup> Plaintiffs contend that this Court erred and should reconsider the rulings set forth in the February 13, 2016 Order Granting Partial Summary Judgment, for the following reasons:

- I. That the Memorandum and/or Ruff Affidavit(s) filed by Defendant Young were somehow procedurally or substantively deficient.

For the reasons, findings and conclusions of law set forth in Part I. of this Order, and specifically because the Court does *not* rely on the Ruff Affidavit in reaching its decision, Plaintiffs' Motion to Reconsider on this point is DENIED.

- II. That Plaintiffs *did* present genuine issues of material fact concerning Defendant Rawlins' administration of the Bligen Trust in opposition to Defendants' Motions for Summary Judgment.

For the reasons, findings and conclusions of law set forth in Part I. of this Order, and because Plaintiffs had more than ample time to hire and present the results of a forensic audit, or any other evidence showing Defendant's alleged wrongdoing, Plaintiffs' Motion to Reconsider on this point is DENIED.

- III. That the Court should have "dismissed" the Ruff Affidavit for failure to comply with the requirements of SCRCP Rule 26.

For the reasons, findings and conclusions of law set forth in Part I. of this Order, and specifically because the Court does *not* rely on the Ruff Affidavit in reaching its decision, Plaintiffs' Motion to Reconsider on this point is DENIED.

- IV. That the issue of the statute of limitations was not properly before the Court.

For the reasons, findings and conclusions of law set forth in Part I. of this Order, and because the statute of limitations was raised by both Defendants in their pleadings, Plaintiffs' Motion is DENIED

---

<sup>16</sup> The Court has considered Plaintiff's Motion, and all exhibits thereto, as well as arguments presented by all parties at the time of hearing on October 28, 2018.

V. That the Court relied on the Ruff Affidavit.

For the reasons, findings and conclusions of law set forth in Part I. of this Order, and specifically because the Court does *not* rely on the Ruff Affidavit in reaching its decision, Plaintiffs' Motion to Reconsider on this point is DENIED.

VI. That the Court improperly invoked the Bligen Trust Section 2.5 CONTEST/DISINHERIT provision for various reasons asserted by Plaintiffs.

For the reasons, findings and conclusions of law set forth in Part I. of this Order, Plaintiffs Motion to Reconsider on this point is granted. The Bligen Trust Section 2.5 CONTEST/DISINHERIT provision is *not* relied upon by the Court in granting Defendants Summary Judgment.

VII. That the Court improperly relied upon the Affidavits of Coleman Hookaylo, Esq. and Gary Coggin, Esq.

For the reasons, findings and conclusions of law set forth in Part I. of this Order, and specifically because the issue of "forgery" or "fraud" was never raised by Plaintiffs' pleadings, Plaintiffs' Motion to Reconsider on this point is DENIED.

VIII. That the Court improperly held that the personal knowledge of Coleman Hookaylo, Esq. and Gary Coggin, Esq. superseded the report of Plaintiffs' handwriting "expert".

For the reasons, findings and conclusions of law set forth in Part I. of this Order, and specifically because the issue of "forgery" or "fraud" was never raised by Plaintiffs' pleadings, Plaintiffs' Motion to Reconsider on this point is DENIED.

**NOW, THEREFORE**, after taking into consideration the arguments raised by Plaintiffs in their Motion for Reconsideration, Summary Judgment is entered in favor of Defendants as modified by the Final Order Granting Summary Judgment set forth in Part I. of this Order.

**SO ORDERED.**

**PART III. PLAINTIFFS' MOTION AND AMENDED MOTION FOR SUMMARY JUDGMENT AND ORDER.**

Plaintiffs' filed their Motion for Summary Judgment on January 5, 2018 and an Amended Motion for Summary Judgment filed on January 19, 2018 (herein "Plaintiffs' SJ Motion"). Plaintiffs' SJ Motion was set for hearing and was heard on February 28, 2018. Plaintiffs' SJ Motion appears to seek summary judgment against Defendants in the following particulars:

1. That S.C. Code Ann. Sec. 15-3-370(7) is the controlling statute of limitations with respect to Plaintiffs claims.

For the reasons, findings and conclusions of law set forth in Part I. of this Order, Plaintiffs' SJ Motion on this point is DENIED.

2. That the life estates of Deborah Woods and Sharon Miller Young were/are not concurrent but are, rather, consecutive/successive.

For the reasons, findings and conclusions of law set forth in Part I. of this Order, Plaintiffs' SJ Motion on this point is DENIED.

3. That Plaintiff Deborah Woods' estate is entitled to an award of rent in the amount of \$1,000/mo. from Defendant Young for the period May 2005 until April 17, 2017.

For the reasons, findings and conclusions of law set forth in Part I. of this Order, and because Plaintiffs failed to articulate any basis for their calculation of rent, Plaintiffs' SJ Motion on this point is DENIED.

4. That Defendant's expert witness should be excluded/sanctioned for failure to comply with SCRCR Rule 26(a)(2)(A), (B) and 56.

For the reasons, findings and conclusions of law set forth in Part I. of this Order, and specifically because the Court does not rely on the Ruff Affidavit in reaching its decision, Plaintiffs' SJ Motion on this point is DENIED.

5. That the Bligen Trust Amendment is a forgery.

For the reasons, findings and conclusions of law set forth in Part I. of this Order, Plaintiffs' SJ Motion on this point is DENIED.

6. That Defendants will be responsible for their own attorney's fees.

GRANTED AND IT IS ORDERED THAT all parties, Plaintiffs and Defendants, are responsible for their own attorney's fees and costs of suit in this action.

7. That the Trustee will continue to make sure that the Trust is properly funded and that all beneficiaries are provided with an annual financial report.

GRANTED AND IT IS ORDERED THAT Defendant Rawlins shall, on at least a quarterly basis, transmit to the Trust beneficiary copies of relevant bank statements and relevant information.

**SO ORDERED.**

**FINAL ORDER GRANTING SUMMARY JUDGMENT TO DEFENDANTS**

This Court, having heard each of the following Motions, and having set forth its findings of fact, conclusions of law and rulings with respect to each Motion:

- a. Motion for Summary Judgment filed by Defendant Roosevelt Rawlins (herein "Defendant Rawlins") on December 9, 2017 and heard by this Court on January 5, 2018 (the "Rawlins SJ Motion");
- b. Motion for Summary Judgment filed by Defendant Sharon Miller Young (herein "Defendant Young") on December 7, 2017 and heard by this Court on January 5, 2018 (the "Young SJ Motion");
- c. Plaintiffs' Motion to Reconsider Order Granting Partial Summary Judgment to Defendant Rawlins and Defendant Young entered by this Court on February 13, 2018 filed by Plaintiffs on February 26, 2018; and
- d. Plaintiffs' Opposition to Defendant Rawlins' SJ Motion and Defendant Young's SJ Motion and Motion for Summary Judgment and filed on January 5, 2018 and Plaintiffs' Amended Opposition to Defendant Rawlins' SJ Motion and Defendant Young's SJ Motion and Amended Motion for Summary Judgment and filed on January 19, 2018;

**NOW, THEREFORE**, this Court issues its Final Order Granting Summary Judgment as

follows:

1. Defendant Rawlins' Motion for Summary Judgment in his favor on Plaintiffs' First, Second, Third, and Sixth Causes of Action of the Amended Complaint is granted, and all of Plaintiffs claims therein against Defendant Rawlins are dismissed with prejudice;
2. Defendant Rawlins' Motion for Summary Judgment in his favor on his Counterclaim invoking the **Section 2.5 CONTEST/DISINHERIT** provision of the Trust is denied;
3. Defendant Young's Motion for Summary Judgment in her favor on Plaintiffs Fourth and Fifth Causes of Action of the Amended Complaint is granted and all of Plaintiffs claims therein against Defendant Rawlins are dismissed with prejudice;
4. Defendant Rawlins shall, on at least a quarterly basis, transmit to the Trust beneficiary copies of relevant bank statements and relevant information;
5. The that was originally set for hearing set for March 22, 2018 is vacated;
6. No ADR Mediation of this case is required; and
7. All parties, Plaintiffs and Defendants, are responsible for their own attorney's fees

and costs of suit in this action.

**AND IT IS SO ORDERED.**

---

Honorable Marvin H. Dukes, III  
Judge, Fourteenth Judicial Circuit

Beaufort, SC  
\_\_\_\_\_, 2018



**Beaufort Common Pleas**

**Case Caption:** Deborah E Woods VS Sharon Miller Young , defendant, et al  
**Case Number:** 2013CP0700660  
**Type:** Order/Other

So Ordered:

s/Marvin H. Dukes III #3069

Electronically signed on 2018-07-19 14:01:40 page 30 of 30