

IN THE STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS

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SC Court of Appeals

APPEAL FROM AIKEN COUNTY

Clifton B. Newman, Circuit Court Judge

Case No. 2020-CP-02-01704

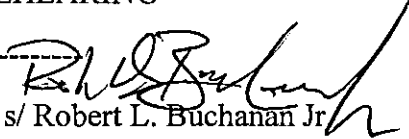
Jennifer Ashley Maralit, Angela A. Jones Lochstampfor.....Respondent

V.

Susan M. Jones, a/k/a Susan M. Taylor Aldridge.....Appellant

RETURN TO PETITION FOR REHEARING

April 9, 2021



s/ Robert L. Buchanan Jr.
Robert L. Buchanan Jr.
Hull Barrett, PC
P.O. Box 517
Aiken, SC 29802
(803) 648-4213
Attorney for Respondent

Other Counsel:
Bradford M. Owensby
319 Park Avenue SE
Aiken, SC 2801
(803) 648-5777
Attorney for Appellant

I.

The Order Denying the Motion to Remand to the Probate Court Was Interlocutory And Not Appealable.

The denial of a motion to dismiss for lack of subject matter jurisdiction is interlocutory and not immediately appealable. Deskins v. Bolton, 319 S.C. 356, 461 S.E.2d 395 (1995). In the instant case the motion to remand from the circuit court to the probate court for lack of subject matter jurisdiction is tantamount to a motion to dismiss in the circuit court for lack of subject matter jurisdiction. The circuit court's denial of the motion to remand did not finally adjudicate the common-law marriage issue, and the order is clearly interlocutory. *See* S.C. Code Ann. Section 14-3-330 (2007). Respectfully, the Petition to Reconsider the order dismissing the appeal should be denied on this ground.

II.

The Circuit Court has Subject Matter Jurisdiction.

Appellant properly commenced his challenge to informal testacy and the decedent's Last Will and Testament ("Will") in the probate court. The probate court has exclusive "original" jurisdiction for all subject matter related to estates and the contest of wills. S.C. Code Ann. Section 62-1-302 (a) (1). The probate court also has jurisdiction to hear and determine issues of common-law marriage related to estates. S.C. Code Ann. Section 62-1-302 (c).

However, certain matters within the "exclusive" jurisdiction of the probate court are removable to the circuit court. S.C. Code Ann. Section 62-1-302 (d).¹ The removable matters include, without limitation, formal proceedings for the probate of a will and for the appointment of a general personal representative, S.C. Code Ann. Section 62-1-302 (d) (1), and matters that

¹A party must move to remove a matter to circuit court not later than ten days following the date all responsive pleadings are due. S.C. Code Section 62-1-302 (d).

involve the right to trial by jury, which involve at least \$5,000.00 in value. S.C. Code Ann. Section 62-1-302 (d) (5).

Respondents' motion to remove was timely and properly made. Appellant petitioned for formal testacy and to be appointed as personal representative of the estate Jay Howard Jones ("Jones") on July 21, 2020 (**Exhibit 1**). A responsive pleading was due on August 20, 2020,² and the motion to remove the case to circuit court was required by August 30, 2020. Appellant also petitioned to set aside the Will on August 18, 2020 (**Exhibit 2**). A responsive pleading was due in September of 2020. The motion to remove both petitions was made on August 27, 2020 (**Exhibit 3**), well within the time required.

The probate court has discretion to remove some or all probate matters in connection with a motion to remove. S.C. Code Ann. Section 62-1-105 (e) and (f). In this case, the probate court removed all probate matters to the circuit court in two separate orders (**Exhibits 4 and 5**).

As noted above, Appellant has petitioned for formal testacy and for the appointment of a general personal representative. The probate code expressly authorizes and directs removal to the circuit court, on motion, where such relief is sought. S.C. Code Ann. Section 62-1-302 (d) (1).

Appellant's petition objecting to the Will alleges, *inter alia*, that Jones was unduly influenced and lacked the testamentary capacity to execute his Will. As noted above, the probate court is expressly authorized and directed, upon motion, to remove to circuit court an action in which a party has a right to a jury trial and at least \$5,000.00 in value is at issue. S.C. Code Ann. Section 62-1-302 (d) (5). As Judge Newman correctly held in the order denying the motion to remand, Howard v. Nasser, 364 S.C. 279, 613 S.E.2d 64 (Ct. App.2005) and Finley v.

² Respondents then answered and counterclaimed for Maralit to be appointed personal representative as directed by Jones' Will.

Gravelly, 302 S.C. 220, 394 S.E.2d 847 (Ct. App. 1990) support a party's right to a jury trial on the issues of undue influence and testamentary capacity, respectively, which Respondents demanded (**Exhibit 6**). Moreover, Appellant established in her petition for formal testacy that the amount in controversy exceeds Five Thousand Dollars (**Exhibit 1**, paragraphs 11 (a) and 11 (b), p. 4 of 7).

In her petition challenging the Will, Appellant alleges four grounds: (1) undue influence, (2) lack of testamentary capacity, (3) defective or improper execution, and (4) common-law marriage. If part of what is alleged in the petition entitles Respondents to remove the matter to the circuit court, the probate court has the statutory authority to remove all of what is alleged in the petition to the circuit court. S.C. Code Ann. Section 62-1-302 (d) and (f). Such authority is made extremely clear by the Reporter's Comment to Section 62-1-302: "The 2013 amendments added...subsection (f), which allows the probate court to remove any pending matter to circuit court in the event a party or the court removes a related matter pursuant to subsection (d), even if that pending matter is not otherwise covered by the removal provision of (d)." S.C. Code Ann. Section 62-1-302, Reporters Comment. The 2013 amendment and the comments make clear that the principle *expressio unius est exclusion alterius* does not preclude the removal of more than is specified in (d) where something covered by (d) is removed to circuit court. The probate court expressly removed all the issues raised in the petition challenging the Will.

Respectfully, Appellant's reliance on a portion of footnote 9 in the case of Bell v. Progressive Direct Ins. Co., 407 S.C. 565, 757 S.E. 2d 399 (1914) is misplaced. There, the South Carolina Supreme Court affirmed that the trial (circuit) court correctly held there was no common law marriage.

Petitioner and Severn, while cohabiting and sharing domestic and financial responsibilities, were merely engaged to be married. Thus, the circuit court and court of appeals' finding that no common-law marriage existed...is supported by the

i. f
evidence. Because we find no common-law marriage existed, ...we affirm the court of appeals' finding as to this issue.
Id., 407 S.C. at 582.

There is more to footnote 9 in Bell than what is quoted in Petitioner's memorandum: the Supreme Court cited three cases to support and explain the "judicial economy" basis for jurisdiction to find and hold that the circuit court correctly held the Petitioner in Bell was not a common-law spouse based on the facts developed in the Circuit Court. Interestingly, Section 62-1-302 (f) expressly provides that "the interest of judicial economy" enables the probate court to remove related matters, as it did in the instant case.

III. Given Subject Matter Jurisdiction in Case No.: 2020-CP-02-01704, Appellant Raised the Marital Issue in Circuit Court Case No. 2020-CP-02-0760 Previously, and Waived Her Objection to the Circuit Court Hearing and Determining the Common-Law Marriage Issue by Affirmatively Alleging and Seeking to Prove the Marital Relationship in a Pending, Companion, Circuit Court Action, Involving the Same Parties in Related Matters, Prior to Moving to Remand.

On April 9, 2020, Respondent Maralit, a daughter of Jones and the agent/attorney-in-fact under Jones' durable power of attorney dated September 12, 2017 (**Exhibit 7**), commenced a partition action on behalf of Jones against Aldridge in Civil Action No.: 2020-CP-02-00760. On May 14, 2020, Aldridge answered and counterclaimed in which she did not allege a common-law marriage. To the contrary, Aldridge alleged that she moved in and lived with Jones (paragraph 39) and had a personal relationship with him (paragraph 81) (**Exhibit 8**). On July 9, 2020, the complaint was amended and additional plaintiffs and causes of action were added. On July 14, 2020, Jones died. On July 27, 2020, Aldridge answered the amended complaint and

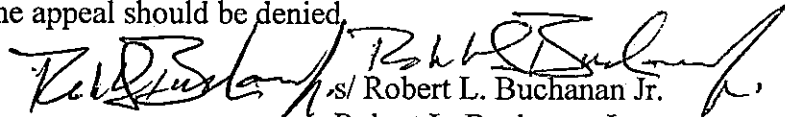
counterclaimed, in which she alleged that she and Jones were wife and husband (paragraphs 4, 10, 11, 12, 13, 34, 35, 36, 38 and 42) (**Exhibit 9**).³

The Circuit Court action includes essentially the same parties regarding related issues. On July 27, 2020, Appellant alleged marital issues in the circuit court in support of her position that she must prove, thereby subjecting the marital issue to the jurisdiction of the circuit court and intentionally relinquishing her objection to the circuit court hearing and determining the marital issue. Then, on September 16, 2020, almost two months later, Appellant objected to the circuit court hearing and determining the marital issue by moving in the instant case, Case No.: 2020-CP-02-01704, to remand the issue to probate court (**Exhibit 10**). Respectfully, Appellant should not be permitted to litigate the same issue in separate but related cases in two different courts.

CONCLUSION

Respondents respectfully submit, with respect to both the petition for formal testacy and appointment of a personal representative, and the petition challenging the Will, that they properly moved to remove said petitions from probate court to circuit court, the probate court properly removed the petitions to the circuit court, the circuit court properly denied Appellant's motion to remand, the Court of Appeals properly dismissed the appeal, and the Petition to Reconsider the order dismissing the appeal should be denied.

April 9, 2021



s/ Robert L. Buchanan Jr.
Robert L. Buchanan Jr.
Hull Barrett, PC
P.O. Box 517
Aiken, SC 29802
(803) 648-4213
Attorney for Respondent

³ These inconsistent factual allegations were made in Appellant's two unverified pleadings, hence, the doctrine of Judicial Estoppel does not apply. *Hayne Federal Credit Union v. Bailey*, 327 S.C. 242, 489 S.E.2d 472 (1997).

EXHIBIT 1



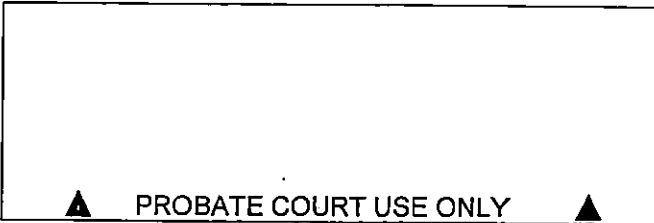
STATE OF SOUTH CAROLINA

COUNTY OF: AIKEN

IN THE MATTER OF:

Jay Howard Jones

Decedent Alleged Incapacitated Individual



IN THE PROBATE COURT
CASE NUMBER 2020-ES02-0635

Susan M. Jones a/k/a Susan M. Taylor Aldridge
Petitioner(s),

SUMMONS

vs.
Jennifer Ashley Maralit, Angela Jones
Lochstampfor

Respondent(s).*

*For Guardianship/Conservatorship matters, you must include the alleged incapacitated individual as a Respondent.

TO THE RESPONDENT(S) LISTED ABOVE:

YOU ARE HEREBY SUMMONED and required to Answer the Petition in this action, a copy of which is herewith served upon you, and to serve a copy of your Answer upon the Petitioner(s) listed above at the following address(es):

Please Type or Print.

Brad Owensby
(Name of Petitioner/Attorney for Petitioner)
319 Park Ave, SE
(Street Address or Mailing Address)
Aiken SC 29801
803.648.5777
(City, State, and Zip Code)

STATE OF SOUTH CAROLINA
COUNTY OF AIKEN

THIS IS TO CERTIFY: THAT THE FOREGOING IS A TRUE AND
CORRECT COPY OF THE ORIGINAL ON FILE IN THIS COURT
WITNESS MY HAND AND SEAL OF THE COURT THIS THE

8th DAY OF April A.D. 2020
[Signature]
JUDGE OF PROBATE FOR AIKEN COUNTY, S.C.
BY *[Signature]* CLERK

Your Answer must be served on the Petitioner at the above address within **thirty (30) days** after the service of this Summons and Petition upon you, exclusive of the day of such service; and if you fail to answer the Petition within that time, judgment by default will be rendered against you for the relief demanded in the Petition.

Signature of Petitioner(s)/Attorney for Petitioner(s)

Date:

9/21/2020

Filed: 7-21-2020
Tonya L. Marchant
Probate Court Judge

By: *[Signature]*

STATE OF SOUTH CAROLINA)

IN THE PROBATE COURT

COUNTY OF: AIKEN)

IN THE MATTER OF:)

Jay H. Jones)
(Decedent))

CASE NUMBER: 2020-(ES02-0635)

***COMPLETE THIS SECTION ONLY IF FILING PETITION FOR FORMAL TESTACY AND/OR FORMAL APPOINTMENT**

*Susan M. Jones a/k/a Susan M. Taylor Aldridge,
Petitioner(s)

vs.

*Jennifer Ashley Maralit, Angela Jones Lochstampf
Respondent(s)

Filed: 7-21-2020
Tanya L. Marchant
Probate Court Judge
By: *K. Criff*

APPLICATION FOR INFORMAL

(check any that apply)

- PROBATE OF WILL
- APPOINTMENT

***PETITION FOR FORMAL**

- TESTACY
- APPOINTMENT

If this is a formal filing, please explain on page 3 or attach pleadings pursuant to SC Rules of Civil Procedure.

***NOTE: IF THIS IS A FORMAL PROCEEDING, IN ADDITION TO THIS FORM PETITION, YOU MUST ALSO FILE A SUMMONS (FORM SCCA 401PC), AND PAY THE STATUTORY FILING FEE OF \$150.00. A HEARING IN THE PROBATE COURT ON THE PETITION MAY BE REQUIRED.**

I. ALL APPLICANTS/PETITIONERS MUST COMPLETE THIS SECTION.

1. Applicant/Petitioner(s): Susan M. Jones a/k/a Susan M. Taylor Aldridge
Address: 104 Fox Lea Trail, Aiken, SC 29803
Telephone (Work): _____
(Home): _____
(Cell): 803.292.0022
Email: _____

Relationship to Decedent: SPOUSE

**STATE OF SOUTH CAROLINA
COUNTY OF AIKEN**

**THIS IS TO CERTIFY THAT THE FOREGOING IS A TRUE AND
CORRECT COPY OF THE ORIGINAL ON FILE IN THIS COURT
WITNESS MY HAND AND SEAL OF THE COURT THIS THE**

8th DAY OF April A.D. 2021
Tanya L. Marchant
JUDGE OF PROBATE FOR AIKEN COUNTY, S.C.
BY *[Signature]* CLERK

2. Decedent Information:
Full Legal Name
(including all known names): Jay Howard Jones
Date of Birth: 9/16/1944
Date of Death: 7/14/2020
Age at Date of Death: 75

3. Venue for this proceeding is proper in this County because:

- Decedent was domiciled in this County at date of death:
Address: 104 Fox Lea Trail, Aiken, SC 29803 County: AIKEN State: South Carolina.
- Decedent was **not** domiciled in **South Carolina**, but property of Decedent was located in this County at date of death at:
Address: _____ County: _____ State: South Carolina
- Decedent has a right to take legal action in this County because:

If the above address is the address of a nursing home, prison, or other residential facility, please give the last address of the Decedent prior to entering a facility:

4(a). Names and addresses of beneficiaries (devisees) named in the Will.

Full Legal Name (including all known names)	Year of Birth	Full Address	Relationship to Decedent
Susan M. Jones a/k/a Susan M. Taylor Aldridge	1946	104 Fox Lea Trail, Aiken, SC 29803	SPOUSE

See attached for additional devisees (check if applicable).

4(b). Names and addresses of intestate heirs who are not devisees (persons who inherit if Decedent left no Will).

Full Legal Name (including all known names)	Year of Birth	Full Address	Relationship to Decedent
Angela Jones Lochstampfor	1965	548 Mallard Dr. Chapin, SC 29036	daughter
Jennifer Ashley Maralit	1970	36 N. Windward Ct. Taylors SC 29687	daughter

See attached for additional intestate heirs (check if applicable).

4(c). Did all of the above persons survive one hundred and twenty (120) hours since the death of Decedent?

YES NO If no, please explain on page 3.

5. Did Decedent have any change of marital status or the birth or adoption of any children after execution of this Will, if one exists, or has any child of the Decedent been born since his/her death, or is any birth of a child of the Decedent anticipated? (This includes illegitimate children.)

NO YES If yes, please explain, on page 3.

6. To the best of your knowledge, was the Decedent a patient in a non-private State of South Carolina mental health facility during his/her lifetime?

NO YES If yes, please explain, on page 3.

7. Has a Guardian or Conservator ever been appointed by a Court for this person?

NO YES If yes, please explain on page 3.

8. Has a Personal Representative of the Decedent been appointed prior to this date by a Court in this state or elsewhere?

NO YES If yes, please state details, including name and address of such Personal Representative on page 3.

9. Have you received or are you aware of any Demands for Notice (FORM #111ES) of any probate or appointment proceeding concerning the Decedent that may have been filed in this state or elsewhere?

NO YES If yes, please state details, including names and addresses on page 3.

10. Have more than ten (10) years passed since the Decedent's death?
 NO YES If yes, please state circumstances authorizing tardy probate on page 3.

11(a). Did the Decedent own probate real estate?
 NO YES If yes, an approximate value of \$1,000,000.00 (Note: A complete inventory of probate assets with fair market values is to be filed after Personal Representative is appointed.)

11(b). Did the Decedent own probate personal property?
 NO YES If yes, an approximate value of \$50,000.00 (Note: A complete inventory of probate assets with fair market values is to be filed after Personal Representative is appointed.)

12. Have you made a diligent search for a Will of the Decedent?

YES
 NO If no, please explain on page 3 below.

II. IF A WILL EXISTS, PLEASE COMPLETE THIS SECTION.

1. Regarding the Decedent's Will:

- The original is attached.
 The original is in the Court's possession.
 An exemplified (authenticated) copy of a Will probated in another jurisdiction is attached.
 An exemplified (authenticated) copy of a Will not probated in another jurisdiction is attached.
 The original of the Will is lost, destroyed, or otherwise unavailable, however, a copy or a description of its contents is attached. (for formal proceeding, explain below or attach supplemental pleadings)
THE WILL IS THOUGHT TO EXIST. DECEDENT'S CHILDREN ARE ALLEGED TO HAVE SECRETED IT AWAY AND REQUEST THEY BE MADE TO PRODUCE AN ORIGINAL COPY OF SAID WILL

2. The execution date of the Will was:
Codicil(s): _____

3. Is there a memorandum that disposes of tangible personal property pursuant to 62-2-512?

NO YES If yes, attach hereto.

4. To the best of your knowledge, do you believe the Will listed above is the Decedent's validly executed last Will?

YES NO If no, please explain on page 3.

5. To the best of your knowledge, is any witness to the will an "interested witness" (i.e., does the will make any devise to a witness, a witness's spouse, or a witness's issue)?

NO YES If yes, please explain on page 3.

COMPLETE EXPLANATION(S) FOR QUESTIONS IN SECTIONS I and II HERE.
(If more space is required, use additional sheets.)

BUZZ RICH DRAFTED DECEDENT'S WILL AND HAS A COPY. DECEDENT'S CHILDREN HAVE TAKEN SAID WILL AND THIS COURT SHOULD ORDER THEM TO PRODUCT SAID WILL.

III. IF APPLYING FOR INFORMAL OR FORMAL APPOINTMENT, PLEASE COMPLETE THE FOLLOWING.

1. If the Applicant/Petitioner is not the proposed Personal Representative(s), list name and address of the person you are proposing be appointed as the fiduciary:

2. Priority for appointment of the proposed Personal Representative (whether applicant or nominee) is:

- named as Primary Personal Representative in Will
- named as Alternate Personal Representative in Will
- nominee of Primary Personal Representative in Will
- nominee of Alternate Personal Representative in Will
- surviving spouse of Decedent who is devisee of Decedent or nominee of said spouse
- other devisee of Decedent (describe): _____ or nominee of said devisee
- surviving spouse of Decedent or nominee of said spouse
- other heir of Decedent (describe): _____ or nominee of said heir
- creditor (forty-five (45) days after death must have passed) or nominee of creditor; written statement of claim, FORM 371ES, is attached
- other (describe): _____

3. List below the name(s) of any other person(s), if any, having an equal or higher priority of appointment than the proposed Personal Representative:

IV. ALL APPLICANTS/PETITIONERS MUST COMPLETE VERIFICATION.

VERIFICATION

The undersigned, being sworn, states that the facts set forth in the foregoing statement are true to the best of the undersigned's knowledge, information and belief, and hereby submits to the Court's jurisdiction in this matter.

SWORN to before me this 21st day of JULY, 20 20

Darlene Champagne
Notary Public for South Carolina
My Commission Expires: June 19, 2022

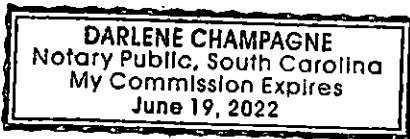
Signature of Applicant/Petitioner:

James L. Adair

SWORN to before me this _____ day of _____, 20 _____

Signature of Co-Applicant/Co-Petitioner: _____

Notary Public for South Carolina
My Commission Expires: _____



ORDER OF INFORMAL PROBATE

IT IS HEREBY ORDERED that the above application for probate of a Will executed _____ and

Codicil executed _____ and

Memorandum

be informally GRANTED DENIED.

Executed this _____ day of _____, 20____

, Probate Court Judge

For formal probate of Will, see separate order executed _____.

ORDER OF INFORMAL APPOINTMENT

IT IS HEREBY ORDERED that the above Application for Appointment be granted upon the filing of an appropriate bond, if applicable, and upon the signing of the Qualification and Statement of Acceptance of appointment.

Bond

Fiduciary Bond in the amount of \$ _____

Bond not required for Personal Representative nominated by Will

Bond not required as Personal Representative is sole heir or sole devisee

Bond not required as Personal Representative is state agency, bank, or trust company

Bond waivers filed

See order dated _____

Other: _____

Notice to Creditors

Required

Not Required

Executed this _____ day of _____, 20____

, Probate Court Judge

For formal appointment of Personal Representative, see separate order executed _____.

QUALIFICATION AND STATEMENT OF ACCEPTANCE

I accept this appointment and agree to perform the duties and discharge the trust of the office of Personal Representative of this estate. I further submit personally to the jurisdiction of the Court in any proceeding relating to the Estate.

Signature: [Handwritten Signature]
Print Name: Susan M. Jones a/k/a Susan M. Taylor Aldridge,
Address: 104 Fox Lea Trail, Aiken, SC 29803
104 Fox Lea Trail, Aiken, SC 29803
Telephone (Work): _____
(Home): _____
(Cell): 803.292.0022
Email: _____

Signature: _____
Print Name: _____
Address: _____
Telephone (Work): _____
(Home): _____
(Cell): _____
Email: _____

*Attorney: BRAD M. OWENSBY
Address: 319 PARK AVENUE
AIKEN, SC 29801
Telephone: 803-648-5777
Email: bmowensby@gmail.com

*By completing this information, attorney is designated as attorney of record for assisting Personal Representative until proper withdrawal.

EXHIBIT 2

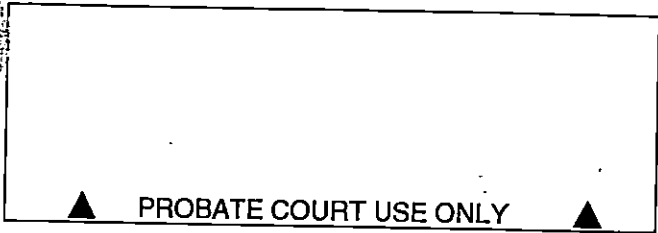
STATE OF SOUTH CAROLINA

COUNTY OF: AIKEN

IN THE MATTER OF:

JAY H. JONES

Decedent Alleged Incapacitated Individual



SUSAN M. JONES A/K/A SUSAN M. TAYLOR ALDRIDGE

Petitioner(s),

vs.

JENNIFER ASHLEY MARALIT, ANGELA JONES LOCHSTAMPFOR

Respondent(s).*

IN THE PROBATE COURT
CASE NUMBER 2020-ES-02-0635

SUMMONS

*For Guardianship/Conservatorship matters, you must include the alleged incapacitated individual as a Respondent.

TO THE RESPONDENT(S) LISTED ABOVE:

YOU ARE HEREBY SUMMONED and required to Answer the Petition in this action, a copy of which is herewith served upon you, and to serve a copy of your Answer upon the Petitioner(s) listed above at the following address(es):

Please Type or Print.

SUSAN M. JONES A/K/A SUSAN M. TAYLOR ALDRIDGE / BRAD M. OWENSBY

(Name of Petitioner/Attorney for Petitioner)

319 PARK AVENUE SE

(Street Address or Mailing Address)

AIKEN, SC 29801

(City, State, and Zip Code)

Your Answer must be served on the Petitioner at the above address within **thirty (30) days** after the service of this Summons and Petition upon you, exclusive of the day of such service; and if you fail to answer the Petition within that time, judgment by default will be rendered against you for the relief demanded in the Petition.

Signature of Petitioner(s)/Attorney for Petitioner(s)

Date: AUGUST 14, 2020

**STATE OF SOUTH CAROLINA
COUNTY OF AIKEN**

THIS IS TO CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF THE ORIGINAL ON FILE IN THIS COURT WITNESS MY HAND AND SEAL OF THE COURT THIS THE

8th DAY OF April A.D. 2021
Tanya L. Marchant
JUDGE OF PROBATE FOR AIKEN COUNTY, S.C.
BY [Signature] CLERK

Filed: 8-18-2020
Tonya L. Marchant
Probate Court Judge
By: [Signature]

STATE OF SOUTH CAROLINA)
)
 COUNTY OF AIKEN)
)
 Susan M. Jones a/k/a Susan M. Taylor)
 Aldridge)
 _____)
 Petitioner)

IN THE PROBATE COURT
 SECOND JUDICIAL CIRCUIT
 Docket No. 2020-ES02-0635

PETITION OBJECTING TO LAST WILL AND TESTAMENT

vs.

Jennifer Ashley Maralit, Angela Jones)
 Lochstampfor)
 _____)
 Respondents)

Filed: 8-18-2020
 Tonya L. Marchant
 Probate Court Judge
 By: K. Cuff

Petitioner, by and through her attorney of record, alleges the following:

1. Petitioner is informed and believes that the Last Will and Testament, submitted to this Court as a certified copy from the Greenville Probate Court, is invalid based on the following:
 - a. Said will does not contain the original signature of the decedent, or, lacks proper formalities, or in the alternative;
 - b. Said will was executed by the decedent while under duress and undue influence by one of his daughters, or person/persons under their direction; or, in the alternative;
 - c. Decedent lacked capacity to execute said will and testament at the time of execution; and,
2. Petitioner further petitions this Court, in an abundance of caution and in the alternative, that even if said will and testament were found to be valid, said will omits Petitioner, as decedent's spouse, and in such event that said will should be deemed valid by this Court, Petitioner is decedent's spouse and would be entitled to one-half of the entire estate should decedent be found intestate.

WHEREFORE, Petitioner prays for an Order of this Court finding the Last Will and Testament of Jay H. Jones is invalid for the reasons stated in the foregoing paragraphs and, or in the alternative;

STATE OF SOUTH CAROLINA
 COUNTY OF AIKEN


THIS IS TO CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF THE ORIGINAL ON FILE IN THIS COURT. I WITNESS MY HAND AND SEAL OF THE COURT THIS 18TH DAY OF AUGUST, A.D. 2020

[Signature]
 JUDGE OF PROBATE FOR AIKEN COUNTY, S.C.
 BY

U

Finding Petitioner an omitted spouse to decedent and granting her elective share of said estate, should the last valid will and testament not be found.

Brad M. Owensby


8/14/2020

Attorney for Susan M. Taylor Aldridge,
Petitioner
Brad Owensby Law Firm, LLC
319 Park Avenue SE
Aiken, SC 29801
803-648-5777
bmowensby@gmail.com

STATE OF SOUTH CAROLINA)

COUNTY OF AIKEN)

Susan M. Jones a/k/a Susan M. Taylor)
Aldridge)

Plaintiff,)

vs.)

Jennifer Ashley Maralit, Angela Jones)
Lochstampfor)

Defendant)

IN THE PROBATE COURT
SECOND JUDICIAL CIRCUIT
DocketNo. 2020-ES02-0635

Affidavit of Mailing

Personally appeared Sarah Felton, Legal Assistant to Brad M. Owensby, who states that she served The Defendants SUMMONS and PETITION OBJECTING TO LAST WILL AND TESTAMENT by mailing:

CERTIFIED RESTRICTED MAIL

in the United States Mail, with proper postage attached and receipt attached (if applicable), on August 17, 2020 as addressed below:

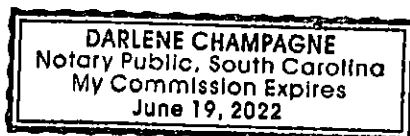
Jennifer Ashley Marlit
36 N Windwar Ct.
Taylors, SC 29687
Certified Restricted Mail

Angela Jones Lochstampfor
548 Mallard Dr.
Chapin, SC 29036
Certified Restricted Mail

August
17th day of ~~July~~, 2020

Darlene Champagne
Notary Public of South Carolina

My Commission expires *June 19, 2022*



8-18-2020

L. Marchant
Court Judge

S. Cuff

Sarah Felton
Affiant

EXHIBIT 3

STATE OF SOUTH CAROLINA)

IN THE PROBATE COURT

COUNTY OF AIKEN)

Probate Case: 2020-ES-02-0635

Civil Action No.: 2020-CP-02-_____

Susan M. Jones a/k/a Susan M. Taylor,)

Petitioner/Plaintiff,)

Vs.)

Jennifer Ashley Maralit, Angela Jones)

Lochstampfor,)

Respondents/Defendants.)

**NOTICE OF MOTION
AND
MOTION TO REMOVE
CASE TO CIRCUIT COURT**

TO: ABOVE-NAMED PETITIONER/PLAINTIFF AND HER COUNSEL:

PLEASE TAKE NOTICE that the undersigned counsel for

Respondents/Defendants moves before the Probate Court pursuant to S.C. Code Ann. Section 62-1-302 (d) (1) for removal to the Circuit Court of the Petition for Formal Testacy and Appointment in which Petitioner/Plaintiff seeks to be appointed Personal Representative, and pursuant to S.C. Code Ann. Section 62-1-302 (2) and (5) for removal of the Petition Objecting to Last Will and Testament on grounds that Petitioner/Plaintiff seeks damages exceeding \$5,000.00, while challenging the execution of the will as well as the validity of the will on, at least, grounds of undue influence and lack of capacity, and Respondents/Defendants are entitled to a jury trial. S.C. Code Ann. Section 62-3-407; see *Howard v. Nasser*, 364 S.C. 279, 613 S.E.2d 64 (S.C. App. 2005).

SIGNATURE ON NEXT PAGE.

STATE OF SOUTH CAROLINA
COUNTY OF AIKEN

THIS IS TO CERTIFY THAT THE FOREGOING IS A TRUE AND
CORRECT COPY OF THE ORIGINAL ON FILE IN THIS COURT
WITNESS MY HAND AND SEAL OF THE COURT THIS THE

8th DAY OF April A.D. 20 21

JUDGE OF PROBATE FOR AIKEN COUNTY, S.C.

BY: _____
CLERK

Filed: 08/27/2020

Tonya L. Marchant

Probate Court Judge

By: A. B. Broome

Aiken, South Carolina

August 27, 2020

HULL BARRETT, P.C.

By: 

Robert L. Buchanan, Jr.,
Attorneys for the Respondents/Defendants
111 Park Avenue, S.W. 29801
P.O. Box 517 29802-0517
Aiken, SC
Phone: 803-648-4213
Fax: 803-648-2601
rlbuchananjr@hullbarrett.com

STATE OF SOUTH CAROLINA)

COUNTY OF AIKEN)

CERTIFICATE OF SERVICE

I, Jamie Hope, Assistant to Robert L. Buchanan, Jr., counsel for the aforementioned Respondents, hereby certify that I served the documents hereinafter specified on the attorney(s) hereinafter named by depositing or having my agent deposit one (1) copy of the same in the United States Mail, postage prepaid and addressed to the attorney(s) of record:

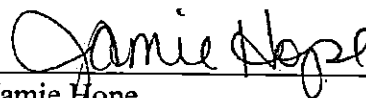
DOCUMENT(S) SERVED

PHOTOCOPY OF:

- (1) Answer to Petition Objecting to Last Will and Testament; and
- (2) Notice of Motion and Motion to Remove to the Circuit Court:
 - (a) Petition for Formal Testacy and Appointment; and
 - (b) Petition Objecting to Last Will and Testament

ATTORNEY(S) SERVED

Brad M. Owensby
319 Park Avenue
Aiken, SC 29801
Telephone: 803-649-5777
Email: bmowensby@gmail.com



Jamie Hope
HULL BARRETT, PC
111 Park Ave. SW
Aiken, SC 29801

Date: August 20, 2020.

Re: Estate of Jay H. Jones
Case No.: 2020-ES-02-0635
12574-1

Filed: 08/27/2020

Tonya L. Marchant
Probate Court Judge

By: A. B. B. B. B.

EXHIBIT 4

CERTIFICATE OF MAILING

I, Kim R. Griffin, Clerk of Probate Court, certify that on this 4th day of September, 2020 I mailed certified copies of the foregoing Order Transferring Case to the Court of Common Pleas and Return of the Probate Judge in postage paid envelopes properly addressed to the following:

Robert L. Buchanan, Jr.
Attorney At Law
PO Box 517
Aiken, SC 29802

Brad Owensby
Attorney At Law
319 Park Avenue
Aiken, SC 29801



Kim R. Griffin

Estate of Jay Howard Jones
Case Number 2020-ES02-0635

EXHIBIT 5

EXHIBIT 6

STATE OF SOUTH CAROLINA
COUNTY OF AIKEN

IN THE COURT OF COMMON PLEAS

DOCKET No.: 2020-CP-02-01704

SUSAN M. JONES A/K/A SUSAN M.
TAYLOR ALDRIDGE,

PETITIONER,

vs.

JENNIFER ASHLEY MARALIT,
ANGELA JONES LOCHSTAMPFOR,

RESPONDENTS.

ORDER
(Motion for Remand)

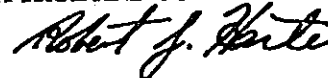
Petitioner filed two matters in probate court, which were removed to the circuit court on motion of Respondents. Petitioners moved to remand the matters to the probate court. The motion for remand came on for hearing via Cisco Webex on October 26, 2020. Present at the hearing were Bradford M. Owensby, Attorney for Petitioner, and Robert L. Buchanan, Jr., Attorney for Respondents.

Based on Respondents' motion to remove, Petitioner's objection, Petitioner's motion to remand, the memoranda submitted by attorneys for Petitioner and Respondents, and the arguments of counsel at the hearing, the Court makes the following:

FINDINGS OF FACT AND CONCLUSIONS OF LAW

1. On July 21, 2020, Petitioner filed a Summons and Petition for Formal Testacy and Appointment in the Estate of Jay H. Jones ("Decedent") in the Aiken County Probate Court.

A TRUE AND CORRECT COPY



By Dakleigh M. Ryan Date 4-8-21
Deputy Clerk

2. Respondents answered and counterclaimed for the appointment of Ashley Maralit as personal representative (“PR”) of Decedent’s estate. Attached to and incorporated in the Answer and Counterclaim as Exhibit 1 is a copy of the Last Will and Testament (“Will”) of the Decedent in which Ashley Maralit is appointed PR of Decedent’s estate.

3. On August 14, 2020, Petitioner filed in the probate court a Summons and Petition Objecting to the Will, alleging four grounds, to wit:

- (1) The Will was improperly executed in that it lacked the original signature of Decedent or, alternatively, the proper formalities;
- (2) The Will was executed by the Decedent under duress and undue influence;
- (3) The Decedent lacked the capacity to execute the Will;
- (4) Petitioner is an omitted spouse.¹

Respondents answered, denying all the allegations.

4. On August 27, 2020, Respondents moved to remove both matters to the circuit court on the following grounds:

¹ Petitioner argues that a preliminary issue in the instant case is the validity of Petitioner’s common-law marriage to the Decedent. Memorandum for Remand, p. 2.

(1) Respondents moved to remove the Petition for Formal Testacy and Appointment as expressly authorized in S.C. Code Ann. Section 62-1-302 (d) (1); and

(2) Pursuant to S.C. Code Ann. Section 62-1-302 (d) (2) and (5), Respondents moved to remove the Petition Objecting to Last Will and Testament on grounds that they were entitled to a jury trial on at least the Petitioner's claims of undue influence or duress and lack of competency.²

5. The probate court removed both cases to the circuit court by order dated September 4, 2020. Petitioner then objected to the removal in the probate court. By amended order dated September 8, 2020, the objection itself was removed to the circuit court.³ On September 16, 2020, Petitioner filed in the circuit court a motion for remand.

6. Petitioner argues the common-law marriage issue can only be adjudicated in the family court or the probate court and that issue must be remanded to the probate court for adjudication.

² In the Petition for Formal Testacy and Appointment, Petitioner estimated under oath the value of the estate assets to be in excess of \$1,000,000.00, clearly indicating that more than \$5,000.00 was involved in her challenge to the Will.

³ The two orders read together indicate the probate court's intent on its own to remove all of both matters to the circuit court.

7. The Formal Testacy and Appointment is expressly removable to the circuit court by statute, and Respondents have properly removed the matter to the circuit court. S.C. Code Ann. Section 62-1-302 (d) (1).

8. The Will contest is properly removable to the circuit court where there is a right to trial by jury and more than \$5,000.00 is at issue. S.C. Code Ann. Section 62-1-302 (d) (5). The Petitioner's sworn estimate of the amount in controversy confirms the matter meets the monetary threshold for removal. Petitioner contends, at least, that Maralit, one of the beneficiaries of the decedent's Last Will & Testament and an agent under a power of attorney executed by Decedent, had a confidential/fiduciary relationship with the testator and actually exerted undue influence upon the testator. An attack on the Will based on this ground entitles Respondents to a jury trial. *Howard v. Nasser*, 364 S.C. 279, 613 S.E.2d 64 (Ct. App. 2005). In addition, Aldridge contends the decedent lacked the requisite testamentary capacity to make the Will. Under these allegations, the proponents of the Will are entitled to a jury trial. *Finley v. Gravely*, 302 S.C. 220, 394 S.E.2d 847 (Ct. App. 1990).

9. Though S.C. Code Ann. Section 62-1-302 (c) provides that "[t]he probate court has jurisdiction to hear and determine issues relating to ...common-law marriage... in connection with estate...actions pending before it..." the very next section, 62-1-302 (d), provides: "Notwithstanding the exclusive jurisdiction of the probate court over the foregoing matters, any action or proceeding filed in the probate court and relating to the following subject matters, on motion of a party, or by the court on its own motion...must be removed to the circuit court and in these cases the circuit court shall proceed upon the

matter de novo: [listing sections (1) and (5) described above].” Moreover, Section 62-1-302 (f) expressly provides: “Notwithstanding the exclusive jurisdiction of the probate court over the matters set forth in subsections (a) through (c), if an action described in subsection (d) is removed to the circuit court by motion of a party, or by the probate court on its own motion, the probate court may, in his discretion, remove any other related matter or matters which are before the probate court to the circuit court if the probate court finds that the removal of such related matter or matters would be in the best interest of the estate or in the interest of judicial economy....” “The 2013 amendments...added subsection (f), which allows the probate court to remove any pending matter to circuit court in the event a party or the court removes a related matter pursuant to subsection (d), even if that pending matter is not otherwise covered by the removal provision of (d).” Section 62-1-302, REPORTER’S COMMENTS.

10. Petitioner cites *Bell v. Progressive Direct Ins. Co.*, 407 S.C. 565, 757 S.E.2d 399 (2014), a case involving the question whether a passenger in a vehicle was entitled to UIM benefits under a policy of insurance owned by another whom he claimed to be his common-law wife. Petitioner argues that language in footnote 9, discussing the jurisdiction of the family court and the concurrent jurisdiction of the probate court on the issue of common-law marriage, makes clear that the circuit court does not have jurisdiction. However, footnote 9 cites three cases justifying the circuit court’s determination that jurisdiction was proper for reasons of judicial economy. In *Bell* the Supreme Court held that “the circuit court and court of appeals’ finding that no common-law marriage existed between Petitioner and Severn is supported by the evidence”

(finding that the evidence, including their cohabitation and sharing of domestic and financial responsibilities, indicted they were merely engaged to be married.). Bell, 407 S.C at 582, 757 S.E.2d at 408.

11. In addition to the common law supporting the “judicial economy” basis of subject matter jurisdiction in the insurance coverage case, in the instant case the statute authorizing removal from probate court to circuit court expressly approves removal “in the interest of judicial economy.” S.C. Code Ann. Section 62-1-302 (f). Respondents properly removed all matters related to the attack on the Will.

12. Apart from the matters removed from probate court, the Decedent, prior to his death, and others commenced an action to partition real estate, which was pending at the time of Decedent’s demise and in which Petitioner has interposed the marital issue in defense.⁴

13. “[T]he probate court has exclusive original jurisdiction over all subject matter related to: (1) estates of decedents, including the contest of wills, determination of property in which the estate of a decedent...has an interest, and determination of heirs and successors of decedent..., *except that the circuit court also has jurisdiction to determine heirs and successors as necessary to resolve real estate matters, including partition...and other actions pending in the circuit court[.]*” S.C. Code Ann., Section 62-1-302 (emphasis added). *See Thompson v. Swicegood*, 845 S.E.2d 920, 926, 2020 S.C. App. LEXIS 54 (Ct. App. 2020) (citations omitted) (“The parties’ marital status in and of

⁴ The partition action is pending in Case No.: 2020-CP-02-00760.

itself does not affect the circuit court's subject matter jurisdiction over a partition action between such parties.”).

14. The circuit court already has jurisdiction to try the marital issue. Based on the findings of fact and conclusions of law, the Court hereby orders:

- (1) The Motion for Remand is denied; and
- (2) The circuit court has subject matter jurisdiction of the matters removed from the probate court in this matter.

IT IS SO ORDERED.

November ____, 2020

_____, S.C.

Honorable Clifton B. Newman
Administrative Judge
Second Judicial Circuit



Aiken Common Pleas

Case Caption: Susan M Jones VS Jennifer Ashley Maralit

Case Number: 2020CP0201704

Type: Order/Other

So Ordered

s/ Clifton B. Newman, 2127

Electronically signed on 2020-11-16 19:26:36 page 8 of 8

ELECTRONICALLY FILED - 2020 Nov 17 7:48 AM - AIKEN - COMMON PLEAS - CASE#2020CP0201704

EXHIBIT 7

Return document to:
Arthur W. Rich, Attorney
205 Barnwell Avenue, NW
Aiken, SC 29801
Attn: MJF

STATE OF SOUTH CAROLINA
COUNTY OF AIKEN

I, Judith V. Warner Clerk of R.M.C. for
Aiken County, South Carolina, do hereby certify
that the foregoing constitutes a true and correct
copy of the original document which has been filed
in my office.

24
day of April, 2017
Judith V. Warner
Clerk
Aiken County, S.C.
Jennifer Ashley Maralit
Deputy Clerk



2017022969
ATTORNEY IN FACT
RECORDING FEES \$25.00
PRESENTED & RECORDED
09-12-2017 09:15 AM
JUDITH WARNER
REGISTER OF MESSE CONVEYANCE
AIKEN COUNTY, SC
BY: QUINLAN BATES DEPUTY
BK: RB 4681
PG: 1841 - 1854

STATE OF SOUTH CAROLINA) GENERAL DURABLE POWER OF ATTORNEY
)
COUNTY OF AIKEN) GIVEN BY JAY H. JONES
AS PRINCIPAL

NOW, KNOW ALL MEN BY THESE PRESENTS, that I, JAY H. JONES, 104 Fox
Lea Trail, Aiken, South Carolina 29803, (hereinafter sometimes referred to as the "Principal")
do hereby constitute and appoint my daughter, JENNIFER ASHLEY MARALIT, 36 North
Windward Court, Taylors, South Carolina 29687, (hereinafter referred to as "Agent") as true
and lawful attorney for me and in my name, place and stead to exercise the powers set forth
below. In addition, I have this day also appointed my son-in-law, JOSEPH ANDRE
MARALIT, 36 North Windward Court, Taylors, South Carolina 29687, to serve as alternate
agent, but without authority to exercise any of the powers set forth below except that if my
Agent shall be unable or unwilling to serve or to continue to serve as such Agent, then my
alternate agent shall be fully authorized to serve hereunder and shall have all of the powers
granted originally to my Agent. The term "Agent" shall thereupon refer to my alternate agent
named herein. My alternate agent may execute and deliver an affidavit that my Agent is
unwilling or unable to serve or to continue to serve and such affidavit shall be conclusive
evidence insofar as third parties are concerned of the facts set forth therein. In such event any
person acting in reliance upon such affidavit shall incur no liability to my estate because of such
reliance.

I. ASSET POWERS

My Agent is authorized in my Agent's sole and absolute discretion from time to time and
at any time, with respect to any and all of my property and interests in property, real, personal,
intangible and mixed, as follows:

A. Power to Sell. To sell any and every kind of property that I may own now or in the future, real, personal, intangible and/or mixed, including without being limited to contingent and expectant interests, marital rights and any rights of survivorship incident to joint tenancy or tenancy by the entirety, upon such terms and conditions and security as my Agent shall deem appropriate and to grant options with respect to sales thereof; to make such disposition of the proceeds of such sale or sales (including expending such proceeds for my benefit) as my Agent shall deem appropriate.

B. Power to Buy. To buy every kind of property, real, personal, intangible or mixed, upon such terms and conditions as my Agent shall deem appropriate; to obtain options with respect to such purchases; to arrange for appropriate disposition, use, safekeeping and/or insuring of any such property purchased by my Agent; to borrow money for the purposes described herein and to secure such borrowings in such manner as my Agent shall deem appropriate. To maintain any financial accounts, including (but not limited to) any checking, savings, or credit union accounts presently in my name, and to establish new financial accounts in my name, and to deposit money into, withdraw money from, and draw checks on these accounts; to use any credit card held in my name to make such purchases and to sign such charge slips as may be necessary to use such credit cards; to repay from any funds belonging to me any money borrowed and to pay for any purchases made or cash advanced using credit cards issued to me.

C. Power to Invest. To invest and reinvest all or any part of my property in any property or interests (including undivided interests) in property, real, personal, intangible or mixed, wherever located, including without being limited to commodities contracts of all kinds, securities of all kinds, bonds, debentures, notes (secured or unsecured), stocks of corporations regardless of class, interests in limited partnerships, real estate or any interest in real estate whether or not productive at the time of investment, interests in trusts, investment trusts, whether of the open and/or closed fund types, and participation in common, collective or pooled trust funds or annuity contracts without being limited by any statute or rule of law concerning investments by fiduciaries; to sell (including short sales) and terminate any investments whether made by me or my Agent.

D. Power to Manage Real and Personal Property. With respect to real and personal property; to lease, and release; to recover possession of by all lawful means; to maintain, protect, repair, preserve, insure, alter or improve all or any part thereof; to sell and to buy the same or other real and personal property; to mortgage and/or grant security interests in any real and personal property or intangibles now or hereafter owned by me, whether acquired by me or for me by my Agent; and also:

1. To make, endorse, accept, receive, sign, seal, execute, acknowledge, and deliver deeds, assignments, agreements, certificates, endorsements, hypothecations, checks, notes, mortgages, vouchers, receipts, consents, waivers, releases, undertakings, satisfactions, acknowledgments and such other documents or instruments in writing of whatever kind and nature as may be necessary, convenient, or proper in the premises;

2. To subdivide, develop or dedicate real property to public use or to make or obtain the vacation of plats and adjust boundaries, to adjust differences in valuation on exchange or partition by giving or receiving consideration, and to dedicate easements to public use without consideration;

3. To invest and reinvest all or any part of my property in any property and undivided interests in property, wherever located, including bonds, debentures, notes, secured or unsecured, stocks or corporations regardless of class, interests in limited partnerships, interests in limited liability companies, interests in other entities, real estate or any interest in real estate whether or not productive at the time of investment, interests in trusts, investment trust, whether of the open and/or closed fund types, and participation in common, collective or pooled trust funds or annuity contracts without being limited by any statute or rules of law concerning investments by fiduciaries; and

4. To continue and operate any business owned by me and to do any and all things deemed needful or appropriate by Agent, including the power to incorporate the business and to put additional capital into the business, for such time as Agent shall deem advisable, without liability for loss resulting from the continuance or operation of the business except for Agent's own negligence, and to close out, liquidate, or sell the business at such time and upon such terms as Agent shall deem best.

E. Power to Exercise Rights in Securities. To exercise all rights with respect to corporate securities which I now own or may hereafter acquire, including the right to sell, grant security interests in and to buy the same or different securities; to establish, utilize and terminate brokerage accounts (including margin accounts); to vote at all meetings of security holders, regular or special; to receive, retain, expend for my benefit, invest and reinvest or make such disposition of as my Agent shall deem appropriate all additional securities, cash or property (including the proceeds from the sale of my securities) to which I may be or become entitled by reason of my ownership of any securities; and also:

1. To transfer all of my stock and/or securities to my Agent, as agent (with the beneficial ownership thereof remaining in me) if necessary or convenient in order to exercise the powers with the respect to such stock and/or securities granted herein, including without limitation, any stock and/or securities held in an IRA; and

2. To sell or exercise stock subscription or conversion rights;

3. To refrain from voting or to vote shares of stock owned by me at shareholders' meetings in person or by special, limited, or general proxy and in general to exercise all the rights, powers and privileges of an owner in respect to any securities constituting my property; and

4. To participate in any plan of reorganization or consolidation or merger involving any company or companies with respect to stock or other securities which I own and to deposit such stock or to other securities under any plan of reorganization or with any protective committee and to delegate to such committee discretionary power with relation thereto, to pay a proportionate part of the expenses of such committee and any assessments levied under any such plan, to accept and retain new securities received by Agent pursuant to any such plan, to exercise all conversion, subscription, voting and other rights, of whatsoever nature pertaining to such property, and to pay any amount or amounts of money as Agent may deem advisable in connection therewith.

F. Power to Demand and Receive. To demand, arbitrate, settle, sue for, collect, receive, deposit, expand for my benefit, reinvest or make such other appropriate disposition of as my Agent deems appropriate, all cash, rights to the payment of cash, property (real, personal, intangible and/or mixed), rights and/or benefits to which I am now or may in the future become entitled, regardless of the identity of the individual or public or private entity involved (and for purposes of receiving social security benefits, my Agent, is herewith appointed my "Representative Payee") to utilize all lawful means and methods for such purposes; to make such compromises, release, settlements and discharges with respect thereto as my Agent shall deem appropriate.

G. Power with Respect to Employment Benefits. To select any payment option under any IRA or employee benefit plan in which I am a participant, or to change options I have selected; to make and change beneficiary designations, to make voluntary contributions to such plans; to make "roll-overs" of plan benefits into other retirement plans.

H. Power with Respect to Bank Accounts. To establish accounts of all kinds, including checking, money market, and savings, for me with financial institutions of any kinds, including but not limited to banks and thrift institutions, to modify, terminate, make deposits to and write checks on or make withdrawals from and grant security interests in all accounts in my name or with respect to which I am an authorized signatory (except accounts held by me in a fiduciary capacity), whether or not any such account was established by me or for me by my Agent, to negotiate, endorse or transfer any checks or other instruments with respect to any such accounts; to contract for any services rendered by any bank or financial institution.

I. Power with Respect to Safe-Deposit Boxes. To contract with any institution for the maintenance of a safe-deposit box in my name; to have access to all safe-deposit boxes in my name or with respect to which I am an authorized signatory, whether or not the contract for such safe-deposit box was executed by me (either alone or jointly with others) or by my Agent in my name; to add to and remove from the contents of any such safe-deposit box and to terminate any and all contracts for such boxes.

J. Power with Respect to Legal and Other Actions. To institute, supervise, prosecute, defend, intervene in, abandon, compromise, arbitrate, settle, dismiss, and appeal from any and all legal, equitable, judicial or administrative hearings, actions, suits, proceedings, attachments, arrests or distresses, involving me in any way, including but not limited to claims

by or against me arising out of property damages or personal injuries suffered by or caused by me or under such circumstances that the loss resulting therefrom will or may fall on me and otherwise engage in litigation involving me, my property or any interest of mine, including any property or interest or person for which or whom I have or may have any responsibility.

K. Power to Borrow Money. To borrow money for my account upon such terms and conditions as my Agent shall deem appropriate and to secure such borrowing by the granting of security interests in any property or interest in property which I may now or hereafter own.

L. Power to Fund Trusts Created by the Principal. To transfer from time to time and at any time to the trustee or trustees of any revocable trust agreement created by me before or after the execution of this instrument, as to which trust I am, during my lifetime, a primary income and principal beneficiary, any or all of my cash, property or interests in property, including any rights to receive income from any source; to make such transfers absolutely in fee simple or for my lifetime only with the remainder or reversion (of the property so transferred) remaining in me so that such property will be disposed of at my death by my will or by the intestacy laws of the state in which I shall die a resident.

M. Additional Powers Regarding Trusts Created by the Principal. My Agent is authorized to withdraw and/or receive the income or corpus of any trust over which I may have a right of receipt or withdrawal; to request and receive the income or corpus of any trust with respect to which the trustee thereof has the discretionary power to make distributions to or on my behalf, and to execute and deliver to such trustee or trustees a receipt and release or similar document for the income or corpus so received; to exercise in whole or in part, release or let lapse any power of appointment held by me, whether general or special, or any power of amendment or revocation under any trust, including any trust with respect to which I may exercise any such power only with the consent of another person, even if my Agent is such other person, whether or not such power of appointment was created by me, subject however, to any restrictions upon such exercise imposed upon my Agent and set forth in other provisions of this instrument.

N. Power to Renounce and Resign from Fiduciary Positions. To renounce any fiduciary position to which I have been or may be appointed or elected, including but not limited to personal representative, trustee, guardian, attorney-in-fact, and officer or director of a corporation; to resign any such positions in which capacity I am presently serving; to file an accounting with a court of competent jurisdiction or settle on a receipt and release or such other informal method as my Agent shall deem appropriate.

O. Power to Disclaim, Renounce, Release, or Abandon Property Interests. To renounce and disclaim any property or interest in property or powers to which for any reason and by any means I may become entitled, whether by gift, testate or intestate succession; and to exercise any right to claim an elective share in any estate or under any will, and in exercising such discretion.

P. Power with Respect to Insurance. To insure my life or the life of anyone in whom I have an insurable interest; to maintain and purchase liability insurance protecting me and my estate against third party claims; hospital insurance, medical insurance, Medicare

supplement insurance, custodial care insurance, and disability income insurance for me or any of my dependents, and casualty insurance insuring assets of mine against loss or damage to fire, theft, or other commonly insured risks, to pay any premiums to continue life insurance policies now or hereafter owned by me on either my life or the lives of others; to pay all insurance premiums; to select any options under such policies; to increase coverage under any such policy; to purchase and/or maintain and pay all premiums for medical insurance covering me and/or any person I am obligated or may have assumed the obligation to support; to carry insurance of such kind and in such amounts as my Agent shall deem appropriate to protect my assets against any hazard and/or to protect me from any liability; and to exercise any ownership rights over any such policies including (but not limited to) any right to change beneficiaries, cancel the policy(s) borrow against cash values, pursue claims, or make any elections with respect to any such policy(s).

Q. Power with Respect to Taxes. To represent me in all tax matters; to prepare, sign, and file federal, state, and/or local income, gift and other tax returns of all kinds, including requests for extensions of time, petitions to the tax court, or other courts regarding tax matters, and any and all other tax related documents, and any power of attorney form required by the Internal Revenue Service and/or any state and/or local taxing authority with respect to any tax years which are still open for audit; to pay taxes due, collect and make such disposition of refunds as my Agent shall deem appropriate, post bonds, receive confidential information and contest deficiencies determined by the Internal Revenue Service and/or any state and/or local taxing authority; and to exercise any elections I may have under federal, state or local tax law.

R. Power to Provide Support to Others. To support and/or continue to support any person whom I have undertaken to support or to whom I may owe an obligation of support, in the same manner and in accordance with the same standard of living as I may have provided in the past, (adjusted if necessary by circumstances and inflation), including but not limited to the payment of taxes, payments on loans secured by my residence, maintenance of my residence, food, clothing and shelter, medical, dental and psychiatric care.

S. Power to Make Gifts. My Agent is authorized to make gifts, grants or other transfers without consideration, either outright or in trust, including the forgiveness of indebtedness, as hereinafter described:

1. Gifts made by my Agent may be made that qualify for treatment under I.R.C. 2503(b), with or without spousal gift splitting;
2. Gifts made by my Agent may be made for educational purposes as described in I.R.C. 2503(e)(2)(A) and in such a way as to not be subject to the federal gift tax.
3. Gifts made by my Agent may be made for medical expenses as described in I.R.C. 2503(e)(2)(B) and in such a way as to not be subject to the federal gift tax.

4. Gifts made by my Agent may be made for the purposes of my qualification of governmental benefits. For the purposes of public benefits planning, my Agent is authorized (1) to purchase any of my assets at fair market value, (2) to transfer any of my assets, and/or (3) to engage in transactions, including gifting, which my Agent considers in my best interest and in furtherance of the public benefits planning goals, irrespective of any concurrent interest or benefit which may be conferred thereby to the Agent personally. My Agent is specifically authorized to make gifts under this sub-paragraph to any person, including my Agent.

In connection with tax procedures occasioned by gifts made by my Agent on my behalf or gifts as to which I may consent, my Agent is authorized and directed at my expense to cause federal and local gift tax and generation skipping transfer tax returns to be prepared and filed on my behalf, if necessary and to pay any tax shown to be due. I request that my Agent consider the estate plan that I have set forth in any will or trust currently in place, however, I direct that the decisions of my Agent shall not be required to adhere to such provisions by treating family members or other potential heirs equally. I specifically authorize gifting in accordance with the provisions of this Power of Attorney, both to my Agent and others.

T. Power of Agent as to Dual Positions. To deal with Agent in Agent's individual, or any fiduciary capacity, in buying and selling assets, in lending and borrowing money, and in all other transactions, irrespective of the occupancy by the same person of dual positions.

U. Power to Employ, Dismiss, and Compensate. To employ and dismiss and compensate agents, accountants, investment advisers, brokers, attorneys-in-fact, attorneys-at-law, tax specialists, real estate agents and/or brokers, and other assistants and advisors deemed by Agent needful for the proper administration of my property, and to do so without liability for any neglect, omission, misconduct, or default of any such agent or professional representative provided such agent or professional representative were selected and retained with reasonable care.

V. Power to Purchase US Government Bonds. To purchase for my benefit and in my behalf United States Government bonds redeemable at par in payment of United States estate taxes imposed at my death upon my estate.

W. Power to Apply for and Transfer Certificates of Title. To apply for a Certificate of Title upon, and endorse and transfer title thereto, any automobile, truck pickup, van, motorcycle or other motor vehicle, and to represent in such transfer assignment that the title to said motor vehicle is free and clear of all liens and encumbrances except those specifically set forth in such transfer assignment.

X. Power to Insure Property. To insure my property against damage or loss and Agent against liability with respect to third persons.

It is my intent that this document shall grant to my Agent the full authority to perform any act or provide any service that I could do in my own right.

II. POWERS RELATING TO CUSTODY OF PERSON

A. Power to Establish a Residence for Principal and Make Medical Arrangements. To establish where I shall reside, including the exact physical location, and the city, county, and state of residence and, if necessary, to establish where I shall reside and make all necessary arrangements for me at any hospital, convalescent institution, nursing home or similar establishment, to have and exercise all rights on my behalf which I may have and possess at such residence or institution and to report such address as my official address to the United States Post Office and any other person, firm, corporation or governmental agency as may be necessary, desirable, convenient or appropriate;

B. Power to Employ, Dismiss and Compensate Medical Personnel. To employ, dismiss and compensate medical personnel including physicians, surgeons, dentists, medical specialist, nurses, and paramedical assistants deemed by Agent needed for the proper care, custody and control of my person and to do so without liability for any neglect, omission, misconduct or default of any such physician or other medical personnel, provided such physician or other medical personnel were selected and retained with reasonable care;

C. Power to Authorize Medical Procedures and Treatments. To authorize any and all kinds of medical procedures and treatment including but not limited to medication, therapy, surgical procedures, and dental care, and to consent to all such treatment, medication or procedures where such consent is required; to obtain the use of medical equipment, devices or other equipment and devices deemed by Agent needful for proper care, custody and control of my person and to do so without liability for any neglect, omission, misconduct or fault with respect to such medical treatment or other matters authorized herein;

D. Power as to Personal Effects. To purchase, dispose of and abandon clothing, food, medicine, household and personal effects of all kinds.

E. Power as to Transportation and Travel. To arrange for transportation and travel for me for any purpose, including for medical treatment or recreation;

F. Power to Make Advance Funeral Arrangements. To make advance arrangements for funeral services including but not limited to purchase of burial plot and marker and such other and related arrangements for services, flowers, ministerial services, and transportation and other necessary, related, convenient or appropriate goods and services as my Agent shall deem advisable or appropriate under the circumstance;

G. Power as to Benefits and Insurance. To apply for, elect, deposit and utilize on my behalf all benefits payable by any governmental body or agency, state, federal, county, city or other and to obtain, make claim upon, collect and dispose of insurance and insurance proceeds for my care, custody and control; and

H. Powers for Maintaining Animals. To provide for housing, support and maintain any animals which I own and to contract for and pay the expenses of proper veterinary care and treatment for such animals.

By executing this instrument upon the advice of legal counsel, I have carefully and deliberately created the means and manner by which I desire that my person and property be cared for, managed and protected in the event I shall become unable to execute such responsibilities myself. Accordingly, it is my intention and my desire that I herewith express in the strongest possible terms, that no Conservator be appointed for me so long as there is an Agent named in this instrument. I request that any court of competent jurisdiction that receives and is asked to act upon a petition for the appointment of a conservator for me give the greatest possible weight to my intention and desires as expressed herein.

III. INCIDENTAL POWERS

In connection with the exercise of the powers herein described, my Agent is fully authorized and empowered to perform any acts and things and to execute and deliver any documents, instruments, and papers necessary, appropriate, incident or convenient of such exercise or exercises, including without limitation the following:

A. Resort to Courts. To seek on my behalf and at my expense:

1. A declaratory judgment from any court of competent jurisdiction interpreting the validity of any or all acts authorized by this instrument, but such declaratory judgment shall not be necessary in order for my Agent to perform any act authorized by this instrument;

2. A mandatory injunction requiring compliances with my Agent's instructions by any person, organization, corporation or other entity obligated to comply with instructions given by me;

3. Actual and punitive damages against any person, organization, corporation or other entity obligated to comply with instructions given by me who negligently or willfully fails or refuses to follow such instructions.

B. Hire and Fire. To employ, compensate and discharge such domestic, medical and professional personnel including lawyers, accountants, doctors, nurses, brokers, financial consultants, advisors, consultants, companions, servants and employees as my Agent deems appropriate.

C. Sign Documents, Etc. To execute, endorse, deliver and file or record agreements, instruments or conveyance of real and personal property, instruments granting and perfecting security instruments and obligations, orders for the payment of money, receipts, releases, waivers, elections, vouchers, consents, satisfactions and certificates.

D. Borrow, Spend, Liquidate, Secure. To expend my funds and to liquidate my property or to borrow money in order to produce such funds and to secure any such borrowings with security interests in any property, real, personal, or intangible that I may now or hereafter own.

E. Supplement this Instrument. To supplement this instrument by adding or modifying the descriptions of any property, real or personal, which I may now or hereafter own, in whole or in part.

F. Power to Do Miscellaneous Acts. To open, read, respond to and redirect my mail; to represent me before the U.S. Postal Service in all matters relating to mail service; to establish, cancel, continue or initiate my membership in organizations and associations of all kinds, to take and give or deny custody of all of my important documents, including but not limited to my will, codicils, trust agreements, deeds, leases, life insurance policies, contracts and securities and to disclose or refuse to disclose such documents; to obtain and release or deny information or records of all kinds relating to me, any interest of mine or to any person for whom I am responsible.

IV. THIRD PARTY RELIANCE

For the purpose of inducing all persons, organizations, corporations and entities including but not limited to any physician, hospital, bank, broker, custodian, insurer, lender transfer agent, taxing authority, governmental agency, or party to act in accordance with the instructions of my Agent given in this instrument, I hereby represent, warrant and agree that:

A. Third Party Liability for Revocation and Amendments. If this instrument is revoked or amended for any reason, I, my estate, my heirs, successors and assigns will hold any person, organization, corporation or entity (hereinafter referred to in the aggregate as "Person") harmless from any loss suffered, or liability incurred by such Person in acting in accordance with the instructions of my Agent acting under this instrument prior to the receipt by such Person of actual notice of any such revocation or amendment.

B. Agent Has Power to Act Alone. The powers conferred on my Agent by this instrument may be exercised by my Agent alone and my Agent's signature or act under the authority granted in this instrument may be accepted by Persons as fully authorized by me and with the same force and effect as if I were personally present, competent, and acting on my own behalf. Consequently, all acts lawfully done by my Agent hereunder are done with my consent and shall have the same validity and effect as if I were personally present and personally exercised the powers myself, and shall inure to the benefit of and bind me and my heirs, assigns and personal representatives.

C. No Liability To Third Parties for Reliance on Agent. No Person who acts in reliance upon any representations my Agent may make as to (a) the fact that my Agent's powers are then in effect, (b) the scope of my Agent's authority granted under this instrument, (c) my competency at the time this instrument is executed, (d) the fact that this instrument has not been revoked, or (e) the fact that my Agent continues to serve as my Agent shall incur any liability to me, my estate, my heirs or assigns for permitting my Agent to exercise any such authority, nor shall any Person who deals with my Agent be responsible to determine or insure the proper application of funds or property.

D. Release of Liability. No person who may act in reliance upon the representations of my attorney-in-fact for the scope of authority granted to the attorney-in-fact shall incur any liability as to me or my estate as a result of permitting the attorney-in-fact to exercise this authority, nor is any such person who deals with my attorney-in-fact responsible to determine or ensure the proper application of funds or property.

E. Authorization to Release Information to Agent. All persons from whom my Agent may request information regarding me, my personal or financial affairs or any information which I am entitled to receive are hereby authorized to provide such information to my Agent without limitation and are released from any legal liability whatsoever to me, my estate, my heirs and assigns for complying with my Agent's requests.

F. Health Insurance Portability and Accountability Act of 1996 - (HIPAA). For the purpose of 42 USC 1320d and regulations thereunder, I intend for my Agent to be treated as I would be with respect to my rights regarding the use and disclosure of my individual identifiable health information or other medical records, and accordingly, I authorize any physician, healthcare professional, dentist, health plan, hospital, clinic, laboratory, pharmacy, or other covered health care provider, and insurance company and the Medical Information Bureau, Inc. or other health care clearinghouse that has provided treatment or services to me or that has paid for or is seeking payment from me for such services, to release to my Agent, without restriction, all of my individually identifiable health information and medical records regarding any past, present or future medical condition or mental health condition. This authority given to my Agent shall supercede any prior agreement that I have made with any health care providers and has no expiration date but instead shall expire only in the event I revoke this authority in writing and deliver it to my health care provider.

V. RESTRICTIONS ON POWERS

Notwithstanding any provision herein to the contrary, my Agent:

A. Prohibition on Power Over Life Insurance on Agent's Life. Shall have no power or authority whatsoever with respect to any interest I may own in any policy of insurance on the life of my Agent.

B. Prohibition on Power Over Prior Transfers. Shall have no power or authority whatsoever with respect to (a) any irrevocable trust created by my Agent as to which I am a trustee or a beneficiary or (b) any asset given to me by my Agent.

C. Prohibition on Power to Benefit Agent. Shall be prohibited (except both as specifically authorized in this instrument and as the principal has previously supported the agent) from (a) appointing, assigning or designating any of my assets, interests or rights directly or indirectly to my Agent, my Agent's estate, my Agent's creditors, or the creditors of my Agent's estate, (b) disclaiming assets to which I would otherwise have been entitled to if the effect of such disclaimer is to cause such assets to pass directly or indirectly to my Agent or his or her estate, (c) using my assets to discharge any of my Agent's legal obligations, including any obligation of support which my Agent may owe to others (excluding those whom I am equally with my Agent legally obligated to support).

VI. DURABILITY PROVISION

This power of attorney shall not be affected by physical disability or mental incompetence of the Principal, which shall render the Principal incapable of managing the Principal's own estate. All acts done by the Agent pursuant to the power during the period of disability or mental incompetence shall have the same effect and inure to the benefit of and bind the Principal or the Principal's heirs, devisees, legatees, and personal representatives as if the Principal were mentally competent and not disabled.

VII. ADMINISTRATIVE PROVISIONS

The following provisions shall apply:

A. Reimbursement of Agent. My Agent shall be entitled to reimbursement of all reasonable costs and expenses actually incurred and paid by my Agent on my behalf under any provision of this instrument.

B. Nomination of Agent as Conservator and Guardian for Principal. To the extent that I am permitted by law to do so, I herewith nominate my Agent to serve as my guardian, conservator and/or in any similar representative capacity. If I am not permitted by law to so nominate, then I request in the strongest possible terms that any court of competent jurisdiction which may receive and be asked to act upon a petition by any person to appoint a guardian, conservator or similar representative for me give the greatest possible weight to this request. If my Agent is unwilling or unable to serve or to continue to serve in such capacity then I nominate my alternate agent to serve in such capacity in the order that I have named them in this instrument.

C. No Duty to Monitor Health. My Agent shall have no responsibility to monitor on any regular basis the state of my physical health or mental competence to determine if any actions need be taken under this instrument.

D. Severability. If any part of any provision of this instrument shall be invalid or unenforceable under applicable law, such part shall be ineffective to the extent of such invalidity only, without in any way affecting the remaining parts of such provision or the remaining provisions of this instrument.

E. Governing Law and Applicability to Foreign Jurisdictions. This instrument shall be governed by the laws of the State of South Carolina in all respects.

F. Revocation, Removal, Amendment and Resignation. This instrument may be amended or revoked by me. My Agent and any alternate agent may be removed by me at any time by the execution by me of a written instrument of revocation, amendment, or removal delivered to my Agent and to all alternate agents. If this instrument has been recorded in the public records, then the instrument of revocation, amendment or removal shall be filed or

recorded in the same public records. My Agent and any alternate agent may resign by the execution of a written resignation delivered to me or, if I am mentally incapacitated, by delivery to any person with whom I am residing or who has the care and custody of me or in the case of an alternate agent, by delivery to my agent.

G. Photocopies. My Agent is authorized to make photocopies of this instrument as frequently and in such quantity as my Agent shall deem appropriate. All photocopies shall have the same force and effect as any original.

H. Bond and Accounting. I direct that no court be authorized to require a bond, accounting or inventory.

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EXHIBIT 8

10. Paragraph 10 contains conclusions of law to which no responsive pleading is required. To the extent a responsive pleading is required, Defendant denies the allegations set forth in Paragraph 10.

11. Paragraph 11 contains a conclusion of law to which no responsive pleading is required. To the extent a responsive pleading is required, Defendant denies the allegation set forth in Paragraph 11.

FOR A SECOND DEFENSE TO THE COMPLAINT
(Failure to State Facts Sufficient to Constitute a Cause of Action)

12. Defendant repeats and realleges each of answers and defenses contained in this pleading as if fully set forth verbatim herein.

13. The Complaint fails to state a claim against Defendant for which relief can be granted and should be dismissed.

FOR A THIRD DEFENSE TO THE COMPLAINT
(Lack of Capacity to Bring Suit)

14. Defendant repeats and realleges each of her answers and defenses contained in this pleading as if fully set forth verbatim herein.

15. Jennifer Ashley Marafit's ("Marafit") authority to act pursuant to the Durable Power of Attorney is limited by S.C. Code 62-8-114(a)(1) (2018), which provides the agent shall act "in accordance with the principal's reasonable expectations to the extent actually known by the agent and in the principal's best interest."

16. Marafit's authority is further limited by S.C. Code 62-8-114(b)(6) (2018), which provides that the agent shall attempt to preserve the principal's estate plan if it is actually known by the agent and in the best interest of the principal.

17. Dr. Jay H. Jones's ("Dr. Jones") expectations are evidenced by the specific authority granted to Marafit in Section R of the Durable Power of Attorney "[t]o support and/or continue to support any person to whom I have undertaken to support or to whom I may owe an obligation of support, in the same manner and in accordance with the same standard of living as I may have provided in the past...."

18. Dr. Jones has supported Defendant since she moved from Germany in 2009 to live with him.

19. Dr. Jones paid for the car insurance, house insurance, utilities, and other necessities. He contributed several thousand dollars per month from his veterinary practice, disability, and Social Security income to the household.

20. This standard of living was maintained until Dr. Jones became incapacitated.

21. The property at issue is an integral part of Defendant's standard of living and his estate plan, as evidenced by the Deed from Dr. Jones to Defendant and Dr. Jones dated April 13, 2011 and recorded April 14, 2011 in Record Book 4353 at Page 1554, records of Aiken County, South Carolina.

22. In the 2011 Deed, Dr. Jones granted Defendant an interest in the property with a Right of Survivorship.

23. Prior to bringing suit, Marafit had actual knowledge of the Deed cited in the Complaint and Defendant's standard of living as described in "Section R" of the Durable Power of Attorney.

24. A reasonable person would expect Marafit, as attorney-in-fact, to continue to support Defendant or to preserve the shared home rather than request the partition or sale of the residence.

25. This expectation is in the best interest of Dr. Jones, the principal, because it ensures that Dr. Jones has a home.

26. Additionally, preserving the residence furthers Dr. Jones's estate plan. Specifically, the Right of Survivorship in the Deed in question is part of Dr. Jones's estate plan.

27. Marafit lacks the authority or capacity to damage or destroy that estate plan.

28. Consequently, Marafit, lacks the authority or capacity to bring this partition action and Defendant respectfully this Court to dismiss Plaintiff's Complaint.

FOR A FOURTH DEFENSE TO THE COMPLAINT
(Equitable Doctrines: Waiver/Estoppel/Laches/Unclean Hands)

29. Defendant repeats and realleges each of her answers and defenses contained in this pleading as if fully set forth verbatim herein.

30. The Complaint, or certain relief herein requested, may be barred by equitable doctrines including waiver, estoppel, laches, and/or unclean hands.

FOR A FIFTH DEFENSE TO THE COMPLAINT
(Reservation of Rights)

31. Defendant reserves the right to amend this Answer to allege additional affirmative defenses or other defenses as they become known throughout the course of discovery.

FOR A SIXTH DEFENSE TO THE COMPLAINT
(Reservation of Right of First Refusal)

32. Defendant repeats and realleges each of answers and defenses contained in this pleading as if fully set forth verbatim herein.

33. Defendant hereby reserves and does not waive her right of first refusal provided by S.C. Code 15-61-25 (2018).

FIRST COUNTERCLAIM

(Breach of Fiduciary Duty and Judicial Relief Pursuant to S.C. Code 62-8-116)

Defendant submits this Counterclaim pursuant to Rule 13 of the South Carolina Rules of Civil Procedure against Plaintiff individually and in her capacity as Attorney-in-Fact for Dr. Jay H. Jones.

34. Defendant repeats and realleges each of her answers and defenses contained in this pleading as if fully set forth verbatim herein.

35. Defendant has known Dr. Jones since they were children and remained close their entire lives.

36. Dr. Jones married Maralit's mother, Shirley Dwyer f/k/a Shirley Jones.

37. Dr. Jones divorced Shirley Dwyer in January 2002. Maralit and her sister moved with their mother.

38. Upon information and belief, Dr. Jones was estranged from Maralit for years until the execution of the Durable Power of Attorney.

39. Defendant and Dr. Jones renewed a romantic relationship in December 2009. Defendant moved from Germany, where she lived for a number of years, packed all of her belongings, and moved in with Dr. Jones at the subject property.

40. Defendant was the designated agent in a prior Durable Power of Attorney that was revoked at the time of the 2017 POA.

41. Defendant currently resides at the subject property.

42. Defendant has invested tens of thousands of dollars in renovations to the home and furnished the home since 2009.

43. The property includes over 10 acres of farmland, a house, and horse stables.

44. Dr. Jones worked as a Veterinarian at Ark Animal House in Aiken, South Carolina for several decades.

45. Prior to Dr. Jones's recent health problems, he was actively involved in the management of his practice.

46. Dr. Jones and Defendant maintained a joint bank account at Security Federal Bank in Aiken, South Carolina.

47. Expenses for the residence were paid out of the joint bank account.

48. Defendant and Dr. Jones had several joint credit cards that were used primarily for food and other household expenses.

49. Dr. Jones suffers from several chronic and acute medical conditions. Upon information and belief, in early February 2020, Dr. Jones had surgery to repair veins in his legs. After that surgery, Dr. Jones's health deteriorated.

50. On February 18, 2020, Defendant drove Dr. Jones to the Emergency Room at Aiken Regional Medical Center after he suffered what was believed to be a heart attack.

51. On February 19, 2020, Defendant was informed by hospital staff that Dr. Jones was unconscious. Defendant later learned that Dr. Jones had a second episode over-night.

52. Upon information and belief, Maralit instructed hospital staff to not inform Defendant of Dr. Jones's condition.

53. From February 19, 2020 to February 23, 2020, Defendant visited Dr. Jones twice a day.

54. On February 24, 2020, hospital staff informed Defendant that she could not visit Dr. Jones.

55. Upon information and belief, Maralit instructed hospital staff to prohibit the Defendant from visiting Dr. Jones.

56. Upon information and belief, Maralit was the only person permitted to visit Dr. Jones while at the hospital.

57. On February 26, 2020, Maralit and an unknown adult male, went to the subject property.

58. Defendant allowed Maralit and the male to enter the home.

59. Maralit took a number of documents from filing cabinets from the home.

60. Upon information and belief, these documents included business documents, probate documents, and other financial documents.

61. On February 28, 2020, Maralit attempted to gain entrance to the home again. Defendant did not allow her to enter.

62. Upon information and belief on March 3, 2020, Maralit gained access to Dr. Jones's safety deposit box and emptied its contents.

63. On March 3, 2020, Maralit transferred approximately \$9,900.00 from Defendant and Dr. Jones's joint bank account at Security Federal Bank.

64. Upon information and belief these monies were transferred to a separate account in the name of Dr. Jones.

65. On March 5, 2020, Defendant called the hospital to obtain an update on Dr. Jones's condition. Hospital staff informed Defendant that Dr. Jones had been discharged.

66. At some time, Dr. Jones was moved to Greenville, South Carolina.

67. After the filing of this action, Defendant learned that Dr. Jones was transferred to Regency Hospital, an acute care facility in Greenville, South Carolina.

68. On March 10, 2020, Defendant discovered Jennifer Maralit cancelled the joint credit cards held by Defendant and Dr. Jones.

69. On March 17, 2020, Maralit attempted to gain entrance to the residence with the assistance of a Deputy Sheriff with the Aiken County Sheriff's Office. The Aiken County Sherriff's Office declined to assist Maralit.

70. Maralit informed Defendant she wanted to inventory the house.

71. On March 30, 2020, Maralit transferred \$3,816.00 from Defendant and Dr. Jones's Joint Bank Account at Security Federal Bank.

72. On April 3, 2020, Defendant discovered Jennifer Maralit cancelled Defendant and Dr. Jones's lawn care contract.

73. On or about April 28, 2020 Maralit cancelled the homeowner's insurance to the residence. The policy was in Dr. Jones's name, individually. The annual premium was paid in full at the time of cancellation.

74. The cancellation of insurance required Defendant to pay \$1,930.71 for a new homeowner's insurance policy.

75. Defendant's sole source of income is a monthly Social Security check.

76. Dr. Jones's never expressed a desire to sell the residence to Defendant at any time prior to the filing of this action.

77. As of May 12, 2020, Defendant contacted co-workers, close friends, and church members of Dr. Jones, but was unable to find anyone that had seen or heard from Dr. Jones since his February 2020 hospitalization.

78. Under S.C. Code 62-8-114 (2018), the agent is required to act in accordance with the principal's reasonable expectations known by the agent, in the best interests of the principal, and in good faith.

79. Upon information and belief, pursuant to S.C. Code 62-8-116(a)(5) (2018), Defendant was a beneficiary of Dr. Jones's estate and/or revocable trust created by Dr. Jones in 2012. (Defense Exhibit 1)

80. As described in S.C. Code 62-8-116(a)(5) (2018), Defendant had a contractual right upon Dr. Jones's death to receive the subject property in fee simple absolute.

81. As described in S.C. Code 62-8-116(a)(8) (2018), Defendant has been in a relationship with Dr. Jones since 2009 and has a substantial personal interest in his welfare.

82. As an Attorney in Fact, Maralit has a fiduciary duty to Dr. Jones.

83. Upon information and belief Maralit breached that duty by prohibiting or preventing Dr. Jones from contacting Defendant, close family friends, and co-workers; moving him to Greenville, South Carolina; cancelling credit cards; transferring money from his joint bank account; discontinuing or attempting to discontinue home maintenance contracts; and cancelling the homeowner's insurance of the subject property.

84. This breach has caused financial harm to the principal and Defendant, pursuant to 62-8-116(a)(5) and (8).

85. After the filing of this action, on April 24, 2020, Dr. Jones allegedly conveyed his interest in the subject property to Maralit and Angela Jones Lochstampfor for \$1.00, Love and Affection, reserving unto himself a life estate.

86. As a result of this transfer, Dr. Jones would only receive the value of a life estate if this Court granted plaintiff's requested relief.

87. Maralit and Angela Jones Lochstampf as remaindermen would receive substantially more than Dr. Jones in the event of a sale of the property.

88. Defendant respectfully requests this Court to review the conduct of the agent, Jennifer Ashley Maralit, and grant appropriate judicial relief.

89. Defendant respectfully requests this Court to appoint a Guardian Ad Litem for Dr. Jay H. Jones.

90. Defendant respectfully requests this Court to order Permanent Injunctive Relief prohibiting Jennifer Ashley Maralit from requesting the partition of the property individually and in her capacity as Attorney-in-Fact.

SECOND COUNTERCLAIM
(Conversion)

91. Defendant repeats and realleges each of her answers and defenses contained in this pleading as if fully set forth verbatim herein.

92. Defendant has an interest in the Joint Bank Account at Security Federal Bank.

93. The Joint Account is in the name of Dr. Jay H. Jones and Defendant.

94. Upon information and belief, Maralit, converted approximately \$13,716.00 to her own use by transferring \$13,716.00 into a different account.

95. Defendant's name was not on the separate account.

96. Defendant did not give permission for this transfer.

97. Defendant respectfully requests this Court award compensatory damages in the amount stated above.

THIRD COUNTERCLAIM
(Undue Influence)

98. Defendant repeats and realleges each of her answers and defenses contained in this pleading as if fully set forth verbatim herein.

99. As mentioned above, on April 24, 2020, Dr. Jones allegedly conveyed his interest in the subject property to Maralit and Angela Jones Lochstampf for \$1.00, Love and Affection, reserving unto himself a life estate. (See Defense Exhibit 2)

100. On May 1, 2020, Dr. Jones allegedly signed a Revocation of Trust Agreement (Revocation) for the Revocable Trust described in Exhibit 1.

101. The Revocation was filed May 11, 2020. (See Defense Exhibit 3)

102. Upon information and belief, Dr. Jones executed a Last Will and Testament at the time of signing the 2012 Revocable Trust Agreement (2012 Trust).

103. Upon information and belief, the Will was a pour-over will and would fund the 2012 Trust with estate property.

104. Upon information and belief, the 2012 Trust did not have any property at the time of the Revocation.

105. Upon information and belief, the 2012 Trust named Defendant as the primary beneficiary.

106. Upon information and belief, the Revocation results in the devise in the 2012 Will to lapse and fall to Maralit and her sister by intestate succession.

107. Upon information and belief, the Revocation and the Deed are the only documents executed by Dr. Jones since his hospitalization.

108. Maralit could not execute The Revocation because S.C. Code 62-7-602A(c) prohibits an attorney-in-fact from exercising the power to amend or revoke a revocable

trust if the act would affect the amount of property a beneficiary would receive upon the settlor's death.

109. Dr. Jones and Maralit are in a confidential relationship.

110. Maralit prohibited Defendant and close friends from speaking with Dr. Jones from February, 24 2020 to May 13, 2020.

111. Maralit moved Dr. Jones to Greenville without the knowledge of Defendant, close friends, co-workers, and church members of Dr. Jones.

112. Prior to the filing of the Complaint, Maralit refused to provide information regarding Dr. Jones's whereabouts and little information concerning his condition.

113. Maralit prohibited Defendant and other close friends of Dr. Jones's from visiting him while he was in the hospital.

114. Upon information and belief, Dr. Jones's health problems, which have required his continuous hospitalization since February 2020, created a diminished mental capacity.

115. Maralit exerted undue influence over Dr. Jones to the extent that his free agency was destroyed and caused him to execute the Revocation.

116. Defendant requests this Court set aside the Revocation and the April 24, 2020 Deed.

WHEREFORE, having fully answered Plaintiff's Complaint. Defendant respectfully requests this Court to

- a) Appoint a Guardian Ad Litem for Dr. Jay H. Jones;
- b) Dismiss Plaintiff's Complaint;
- c) Deny Plaintiff's request for partition;
- d) Enter judgment enjoining Maralit from partitioning the property;

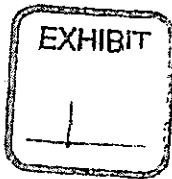
- e) Set Aside the April 24, 2020 Deed;
- f) Set Aside the May 1, 2020 Revocation of Trust;
- g) Award Defendant compensatory damages to be determined by this Court;
- h) Award Defendant attorney fees and costs associated with this action; and
- i) For all such further relief as this Court deems just and proper.

Respectfully Submitted,



Charles H. Rudnick
S.C. Bar No. 102359
Email: rudnicke@rudnicklaw.org
135 Pendleton St. NW
Post Office Box 544 (29801)
Aiken, South Carolina 29801
(803) 648-2565
Attorney for Defendant

Aiken, South Carolina
May 14, 2020



Return document to:
Arthur W. Rich/mjf
205 Bamwell Avenue, NW
Aiken, South Carolina 29801

2012019060
TRUST AGREEMENT
RECORDING FEES \$13.00
PRESENTED & RECORDED:
08-03-2012 04:00 PM
JUDITH WARNER
REGISTER OF DEEDS COMPLIANCE
AIKEN COUNTY, SC
BY: LYNH STEMBRIDGE DEPUTY
BK: RB 4417
PG: 60 - 66

ELECTRONICALLY FILED - 2020 May 14 6:02 PM - AIKEN - COMMON PLEAS - CASE#2020CP0200760

Certification of Trust

Settlor: Jay H. Jones
Name of Trust: Jay H. Jones Revocable Trust Agreement dated August 2, 2012
Date of Trust: August 2, 2012
Current Trustee: Jay H. Jones
Address of Trust: 104 Fox Lea Trail, Aiken, South Carolina 29803
Trust Tax Identification No. _____

The undersigned trustee(s) does hereby confirm the existence of the within described Trust and certifies the following:

1. The undersigned is the current serving trustee. The Settlor has named James E. Batton, Jr. as first successor trustee and Steve Taylor as final successor trustee.
2. The Trust is in full force and effect and has not been revoked, terminated or otherwise amended in any manner that would cause the representation in this Certification Of Trust to be incorrect.
3. The Trust is revocable. The Settlor has the power to revoke this Trust.
4. The above designated trustee is fully empowered to act for said Trust and is properly exercising the trustee's authority under this Trust. No other trustee or other individual or entity is required to execute any document for the Trust.
5. The signature of the trustee is required for any action taken on behalf of the Trust.
6. The proper manner for taking title to Trust property is:

Jay H. Jones as Trustee of the Jay H. Jones Revocable Trust Agreement dated August 2, 2012.

7. To the undersigned's knowledge, there are no claims, challenges of any kind, or cause of action alleged, which contest or question the validity of the Trust or the trustee's authority to act for the Trust.

8. The Trustee is authorized in its fiduciary discretion (which shall be subject to the

standard of reasonableness and good faith to all beneficiaries) with respect to any property, real or personal, at any time held under any provision of this Trust Agreement and without authorization by any court and in addition to any other rights, powers, authority and privileges granted by any other provision of this Trust Agreement or by statute or general rules of law:

- a. To collect trust property and accept or reject additions to the Trust Estate from a Settlor or any other person.
- b. To retain in the form received any property or undivided interests in property donated to, or otherwise acquired as a part of the Trust Estate, including residential property and shares of the Trustee's own stock, regardless of any lack of diversification, risk or nonproductivity, as long as it deems advisable, and to exchange any such security or property for other securities or properties and to retain such items received in exchange, although such property represents a large percentage of the total property of the Trust Estate or even the entirety thereof.
- c. To deposit trust money in accounts of all types, including margin accounts, in all types of regulated financial service institutions.
- d. To invest and reinvest all or any part of the Trust Estate in any property and undivided interests in property, wherever located, including bonds, debentures, notes, secured or unsecured, stocks of corporations regardless of class, interests in limited partnerships, limited liability companies or similar entities, real estate or any interest in real estate whether or not productive at the time of investment, interests in trusts, investment trusts, whether of the open and/or closed fund types, and participation in common, collective or pooled trust funds of the Trustee, insurance contracts on the life of any beneficiary or annuity contracts for any beneficiary, without being limited by any statute or rule of law concerning investments by fiduciaries.
- e. To abandon or decline to administer property of no value or of insufficient value to justify its collection or continued administration.
- f. To sell or dispose of or grant options to purchase any property, real or personal, constituting a part of the Trust Estate, for cash or on credit, at public or private sale, to exchange any property of the Trust Estate for other property, at such times and upon such terms and conditions as it may deem best, and no person dealing with it shall be bound to see to the application of any monies paid.
- g. To hold any securities or other property in its own name as Trustee, in its own name, in the name of a nominee (with or without disclosure of any fiduciary relationship) or in bearer form.
- h. To keep, at any time and from time to time, all or any portion of the Trust Estate in cash

and uninvested for such period or periods of time as it may deem advisable, without liability for any loss in income by reason thereof.

- i. To sell or exercise stock subscription or conversion rights.
- j. To refrain from voting or to vote shares of stock which are a part of the Trust Estate at shareholders' meetings in person or by special, limited, or general proxy and in general to exercise all the rights, powers and privileges of an owner in respect to any securities constituting a part of the Trust Estate.
- k. To participate in any plan of reorganization or consolidation or merger involving any company or companies whose stock or other securities shall be part of the Trust Estate, and to deposit such stock or other securities under any plan of reorganization or with any protective committee and to delegate to such committee discretionary power with relation thereto, to pay a proportionate part of the expenses of such committee and any assessments levied under any such plan, to accept and retain new securities received by the Trustee pursuant to any such plan, to exercise all conversion, subscription, voting and other rights, of whatsoever nature pertaining to such property, and to pay any amount or amounts of money as it may deem advisable in connection therewith.
- l. To borrow money with or without security and to encumber, mortgage or pledge any asset of the Trust Estate for a term within or extending beyond the term of the trust, in connection with the exercise of any power vested in the Trustee.
- m. To pledge the Trust Estate and to cause this Trust to guarantee loans made by others to a beneficiary or any business owned by the Trust.
- n. To enter for any purpose into a lease as lessor or lessee, including a lease or other arrangement for exploration and removal of natural resources, with or without option to purchase or renew for a term within or extending beyond the term of the Trust.
- o. To subdivide, develop, or dedicate real property to public use or to make or obtain the vacation of plats and adjust boundaries, to adjust differences in valuation on exchange or partition by giving or receiving consideration, and to dedicate public or private easements to private or public use without consideration, including by way of example qualified conservation and façade easements.
- p. To make ordinary or extraordinary repairs or alterations in buildings or other structures, to demolish any improvements, to raze existing or erect new party walls or buildings.
- q. To continue and operate any business or other enterprise owned by the Settlor at the Settlor's death, whether an interest in a proprietorship, partnership, limited liability company, business trust, corporation, or other form of business or enterprise, and to do

any and all things deemed needful or appropriate by the Trustee, including the power to incorporate the business and to put additional capital into the business, for such time as it shall deem advisable by shareholders, members, or property owners, without liability for loss resulting from the continuance or operation of the business except for its own negligence; and to merge or otherwise change the form of business organization or contribute additional capital, close out, liquidate, or sell the business at such time and upon such terms as it shall deem best.

- r. To collect, receive, and receipt for rents, issues, profits, and income of the Trust Estate.
- s. To insure the assets of the Trust Estate against damage or loss and to insure the Trustee, the Trustee's agents, and beneficiaries against liability arising from the administration of the Trust.
- t. To select a mode of payment under any employee benefit or retirement plan, annuity, or life insurance payable to the Trustee, exercise rights thereunder, including exercise of the right to indemnification for expenses and against liabilities, and take appropriate action to collect the proceeds.
- u. In buying and selling assets, in lending and borrowing money, and in all other transactions, irrespective of the occupancy by the same person of dual positions, to deal with itself in its separate, or any fiduciary capacity.
- v. To compromise, adjust, arbitrate, sue on or defend, abandon or decline to administer property of no value or of insufficient value to justify its collection or continued administration, or otherwise deal with and settle claims in favor of or against the Trust Estate or to prosecute or defend an action, claim, or judicial proceeding in any jurisdiction to protect the Trust Estate and the Trustee in the performance of the Trustee's duties, as the Trustee shall deem best.
- w. To exercise elections with respect to federal, state, and local taxes.
- x. To employ and compensate agents, accountants, investment advisers, brokers, attorneys-in-fact, attorneys-at-law, tax specialists, realtors, appraisers, and other assistants and advisors deemed by the Trustee needful for the proper administration of the Trust Estate, and to do so without liability for any neglect, omission, misconduct, or default of any such agent or professional representative provided such person was selected and retained with reasonable care.
- y. To appoint a Trustee to act in another jurisdiction with respect to the Trust Estate located in the other jurisdiction, confer upon the appointed Trustee all of the powers and duties of the appointing Trustee, require that the appointed Trustee furnish security, and remove any Trustee so appointed.

- z. To determine what shall be fairly and equitably charged or credited to income and what to principal.**
- aa. To resolve a dispute concerning the interpretation of the Trust or its administration by mediation, arbitration, or other procedure for alternative dispute resolution.**
- bb. To hold and retain the principal of the Trust Estate undivided until actual division shall become necessary in order to make distributions; to hold, manage, invest, and account for the several shares or parts thereof by appropriate entries on the Trustee's books of account; and to allocate to each share or part of share its proportionate part of all receipts and expenses; provided, however, the carrying of several trusts as one shall not defer the vesting in title or in possession of any share or part of share thereof.**
- cc. To make payment in cash or in kind, or partly in cash and partly in kind upon any division or distribution of the Trust Estate (including the satisfaction of any pecuniary distribution) without regard to the income tax basis of any specific property allocated to any beneficiary and to value and appraise any asset and to distribute such asset in kind at its appraised value; and when dividing fractional interests in property among several beneficiaries to allocate entire interests in some property to one beneficiary and entire interests in other property to another beneficiary or beneficiaries.**
- dd. In general, to exercise all powers in the management of the Trust Estate which any individual could exercise in his or her own right, upon such terms and conditions as it may reasonably deem best, and to do all acts which it may deem reasonably necessary or proper to carry out the purposes of this Trust Agreement.**
- ee. To purchase property, real or personal, from the Settlor's general estate upon such terms and conditions as to price and terms of payment as the Settlor's personal representatives and the Trustee shall agree, to hold the property so purchased as a part of the Trust Estate although it may not qualify as an authorized trust investment except for this provision, and to dispose of such property as and when the Trustee shall deem advisable. The fact that the Settlor's personal representatives and the Trustee are the same shall in no way affect the validity of this provision.**
- ff. To lend funds to the Settlor's general estate or to a beneficiary upon such terms and conditions as to interest rates, maturities, and security as the Settlor's personal representatives and the Trustee shall consider to be fair and reasonable under the circumstances, the fact that they may be the same in no way affecting the validity of this provision.**
- gg. To receive property bequeathed, devised or donated to the Trustee by the Settlor or any other person; to receive the proceeds of any insurance policy which names the Trustee**

as beneficiary; to execute all necessary receipts and releases to Personal Representatives, donors, insurance companies and other parties adding property to the Trust Estate.

- hh. To combine assets of two or more trusts if the provisions and terms of each trust are substantially identical, and to administer them as a single trust, if the Trustee reasonably determines that the administration as a single trust is consistent with the Settlor's intent, and facilitates the trust's administration without defeating or impairing the interests of the beneficiaries.
- ii. To divide any trust into separate shares or separate trusts or to create separate trusts if the Trustee reasonably deems it appropriate and the division or creation is consistent with the Settlor's intent, and facilitates the trust's administration without defeating or impairing the interests of the beneficiaries.
- jj. To divide property in any trust being held hereunder with an inclusion ratio, as defined in section 2642(a)(1) of the Internal Revenue Code of 1986, as from time to time amended or under similar future legislation, of neither one nor zero into two separate trusts representing two fractional shares of the property being divided, one to have an inclusion ratio of one and the other to have an inclusion ratio of zero, to create trusts to receive property with an inclusion ratio of either one or zero and if this cannot be done to refuse to accept property which does not have a matching inclusion ratio to the receiving trust's ratio, all as the Trustee in its sole discretion deems best.
- kk. If the Trustee shall act as the Personal Representative of the Settlor's estate, to elect to allocate any portion or all the Settlor's generation-skipping transfer exemption provided for in Code section 2631 or under similar future legislation, in effect at the time of the Settlor's death, to any portion or all of any other trusts or bequests in the Settlor's Will or any other transfer in which the Settlor is the transferor for purposes of the generation-skipping tax. Generally, the Settlor anticipates that the Settlor's Personal Representative will elect to allocate this exemption first to direct skips as defined in Code section 2612, then in such other manner as the Trustee deems appropriate, unless it would be inadvisable based on all the circumstances at the time of making the allocation; and to make the special election under section 2652(a)(3) of the Code to the extent the Settlor's Personal Representative deems in the best interest of the Settlor's estate.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS THEREOF: the undersigned, being all of the trustees, to hereby execute this Certificate of Trust this 2nd day of August 2012.

Witnesses:

Olga Lucie Alvarez
Maria Elena [Signature]

Trustee:

Jay H. Jones
JAY H. JONES

STATE OF SOUTH CAROLINA)

)

ACKNOWLEDGMENT

COUNTY OF AIKEN)

)

I, a Notary Public, do hereby certify that the above named Trustee personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 2nd day of August, 2012.

Maria Elena [Signature] (SEAL)
Notary Public of South Carolina
My Commission Expires: 11/17/2013

AIKEN COUNTY ASSESSOR
Tax Map:
123-08-04-001
Date: 06/08/2020



ELECTRONICALLY FILED - 2020 May 14 6:02 PM - AIKEN - COMMON PLEAS - CASE#2020CP0200760

STATE OF SOUTH CAROLINA)
)
COUNTY OF AIKEN) TITLE TO REAL ESTATE
) No Title Search by Temple and Mann

KNOW ALL MEN BY THESE PRESENTS, that Jay H. Jones, Grantor in consideration of ONE DOLLAR (\$1.00) plus love and affection the receipt of which is hereby acknowledged, have granted bargained, sold, and released, and by these presents do grant, bargain, sell and release unto Jennifer Ashley Maralit and Angela Jones Lochstampf, Grantee, their heirs and assigns, forever, subject however, to a life estate retained by the Grantor herein any interest he has in the following property:

ALL that certain piece, parcel or tract of land, with any improvements thereon, situate, lying and being located in the State of South Carolina, County of Aiken, being more particularly shown and designated as TRACT "8" CONTAINING 10.31 ACRES, MORE OR LESS, OR MALLETT HILL SUBDIVISION, upon a plat prepared by Jones and Murph, PLS, dated September 4, 1987 and filed for record in the RMC Office for Aiken County, South Carolina, in Misc. Book 488 at Page 247, to which plat reference is hereby made for the purpose of providing a more complete and accurate description as to metes, bounds, courses, distances, and location of said property. Said property is bounded and measures as follows: On the NORTHEAST by Lot 1, a distance of 592.9 feet, more or less; SOUTHEAST by Lot 7, a distance of 804.9 feet, more or less; SOUTHWEST by right-of-way of Fox Lea Trail for a distance of 411.7 feet, more or less; and NORTHWEST by Lot 9, a distance of 1,086.50 feet, more or less.

This being the same property conveyed Grantor herein by Deed dated April 13, 2011 and recorded April 14, 2011 in the Register of Deeds Office for Aiken County in Deed Book RB 4353 at Page 1554.

TMS Number: 123-08-04-001

This conveyance is specifically made subject to any and all recorded rights-of-way, easements, conditions and restrictions pertaining to the property herein conveyed, and in addition is subject to any of the foregoing which may appear from an inspection of the premises.

GRANTEE'S MAILING ADDRESS: 36 N. Windward Court; Taylors, SC 29687

TOGETHER with all and singular the rights, members, hereditaments and appurtenances to said Premises belonging or in wise incident or appertaining:

TO HAVE AND TO HOLD all and singular the said Premises before mentioned unto the said grantee(s), and the grantee's(s') heirs or successors and assigns, forever. Grantor(s) hereby bind the Grantor(s) and the Grantor's(s') heirs or successors, executors and administrators to warrant and forever defend all and singular said premises unto the grantee(s) and the grantee's(s') heirs or successors and against every person whomsoever lawfully claiming or to claim the same or any part thereof.

2020010196
DEED
RECORDING FEES \$15.00
STATE TAX \$0.00
COUNTY TAX \$0.00
PRESENTED & RECORDED:
05-04-2020 12:23 PM
JUDITH WARNER
REGISTER OF DEEDS CONVEYANCE
AIKEN COUNTY, SC
BY: JENNIFER YOUNG DEPUTY
BK: RB 4843
PG: 405 - 408

WITNESS the Grantor(s)' hand(s) and seal(s) this 24 day of April, 2020.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

B. M. J.
Witness #1

Jay H Jones
Jay H Jones Grantor

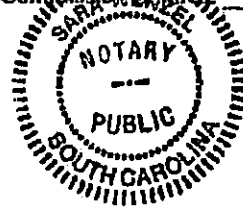
Saralenzel
Witness #2

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

ACKNOWLEDGMENT

The foregoing instrument was acknowledged by Grantor before me this 24th of April, 2020.

Saralenzel
Notary Public for South Carolina
My Commission Expires 10/4/20



STATE OF SOUTH CAROLINA)
COUNTY OF AIKEN) Affidavit

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

- 1. I have read the information on this affidavit and I understand such information.
- 2. The property being transferred is located 104 Fox Lea Trail; Aiken, SC 29803. bearing Greenville County Tax Map Number 123-08-04-001, was transferred by Jay H. Jones to Jennifer Ashley Maralit and Angela Jones Lochstampfor on April 24, 2020.
- 3. Check one of the following: The deed is
 - (a) _____ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - (b) _____ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
 - (c) **XX** exempt from the deed recording fee because (see information section of affidavit):
#4 transferring realty in which no gain or loss is recognized by reason of Section 1041 of the Internal Revenue Code as defined in Section 12-6-40(A);
(If exempt, please skip items 4 - 7 and go to item 8 of this affidavit.)
- 4. Check one of the following if either item 3(a) or item 3(b) above has been checked (see information section of this affidavit):
 - (a) _____ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of _____.
 - (b) _____ The fee is computed on the fair market value of the realty which is _____.
 - (c) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is _____.

5. Check Yes _____ or No _____ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "yes" the amount of the outstanding balance of this lien or encumbrance is: _____.

- 6. The deed recording fee is computed as follows:
 - (a) Place the amount listed in item 4 above here: _____
 - (b) Place the amount listed in item 5 above here: _____
(If no amount is listed, place zero here)
 - (c) Subtract line 6(b) from line 6(a) and place result here: _____

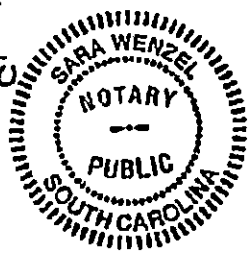
7. The deed recording fee due is based on the amount listed on line 6(c) above and the deed recording fee due is : _____.

8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: Attorney

9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

Be H. M. J.
Responsible Person Connected with the Transaction

SWORN to before me this 24th day
of April, 2020
Sara Wenzel
Print or Type Name Here
Notary Public for SC
My Commission Expires: 10/4/20



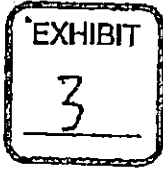
INFORMATION


Except as provided in this paragraph, the term "value" means "the consideration paid or to be paid in money or money's worth for the realty." Consideration paid or to be paid in money's worth includes, but is not limited to, other realty, personal property, stocks, bonds, partnership, interest and other intangible property, the forgiveness or cancellation of a debt, the assumption of a debt, and the surrendering of any right. The fair market value of the consideration must be used in calculating the consideration paid in money's worth. Taxpayers may elect to use the fair market value of the realty being transferred in determining fair market value of the consideration. In the case of realty transferred between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, and in the case of realty transferred to a trust or as a distribution to a trust beneficiary, "value" means the realty's fair market value. A deduction from value is allowed for the amount of any lien or encumbrance existing on the land, tenement, or realty before the transfer and remaining on the land, tenement, or realty after the transfer. Taxpayers may elect to use the fair market value for property tax purposes in determining fair market value under the provisions of the law.

Exempted from the fee are deeds:

- (1) transferring realty in which the value of the realty, as defined in Code Section 12-24-30, is equal to or less than one hundred dollars;
- (2) transferring realty to the federal government or to a state, its agencies and departments, and its political subdivisions, including school districts;
- (3) that are otherwise exempted under the laws and Constitution of this State or of the United States;
- (4) transferring realty in which no gain or loss is recognized by reason of Section 1041 of the Internal Revenue Code as defined in Section 12-6-40(A); (between spouses; or incident to divorce).
- (5) transferring realty in order to partition realty as long as no consideration is paid for the transfer other than the interests in the realty that are being exchanged in order to partition the realty;
- (6) transferring an individual grave space at a cemetery owned by a cemetery company licensed under Chapter 55 of Title 39;
- (7) that constitute a contract for the sale of timber to be cut;
- (8) transferring realty to a corporation, a partnership, or a trust in order to become, or as, a stockholder, partner, or trust beneficiary of the entity provided no consideration is paid for the transfer other than stock in the corporation, interest in the partnership, beneficiary interest in the trust, or the increase in value in such stock or interest held by the grantor. However, the transfer of realty from a corporation, a partnership, or a trust to a stockholder, partner, or trust beneficiary of the entity is subject to the fee even if the realty is transferred to another corporation, a partnership, or trust; (9) transferring realty from a family partnership to a partner or from a family trust to a beneficiary, provided no consideration is paid for the transfer other than a reduction in the grantee's interest in the partnership or trust. A "family partnership" is a partnership whose partners are all members of the same family. A "family trust" is a trust, in which the beneficiaries are all members of the same family. The beneficiaries of a family trust may also include charitable entities. "Family" means the grantor and the grantor's spouse, parents, grandparents, sisters, brothers, children, stepchildren, grandchildren, and the spouses and lineal descendants of any the above. A "charitable entity" means an entity which may receive deductible contributions under section 170 of the Internal revenue Code as defined in Section 12-6-40(A);
- (10) transferring realty in a statutory merger or consolidation from a constituent corporation to the continuing or new corporation;
- (11) transferring realty in a merger or consolidation from a constituent partnership to the continuing or new partnership; and
- (12) that constitute a corrective deed or a quitclaim deed used to confirm title already vested in the grantee, provided that no consideration of any kind is paid or is to be paid under the corrective or quitclaim deed;
- (13) transferring realty subject to a mortgage to the mortgagee whether by a deed in lieu of foreclosure executed by the mortgagor or deed executed pursuant to foreclosure proceedings;
- (14) transferring realty from an agent to the agent's principal in which the realty was purchased with funds of the principal, provided that a notarized document is also filed with the deed that establishes the fact that the agent and principal relationship existed at the time of the original purchase as well as for the purpose of purchasing the realty;
- (15) transferring title to facilities for transmitting electricity that is transferred, sold, or exchanged by electrical utilities, municipalities, electric cooperatives, or political subdivisions to a limited liability company which is subject to regulation under the Federal Power Act (16 U.S.C. Section 791(e)) and which is formed to operate or to take functional control of electric transmission assets as defined in the Federal Power Act.

3




2020010724
 NOTICE
 RECORDING FEES \$10.00
 PRESENTED & RECORDED:
05-11-2020 09:32 AM
JUDITH WARNER
REGISTER OF DEEDS CONVEYANCE
 AIKEN COUNTY, SC
 BY: JENNIFER YOUNG DEPUTY
BK: RB 4844
PG: 1054 - 1056

ELECTRONICALLY FILED - 2020 May 14 6:02 PM - AIKEN - COMMON PLEAS - CASE#2020CP0200760

REVOCATION OF TRUST AGREEMENT

Bobby H. Mann, Jr.
 Attorney
 819 East North Street
 Greenville, South Carolina 29601

REVOCATION OF TRUST AGREEMENT

Introductory Clause. This Revocation of Trust Agreement made May 1, 2020, executed in between Jay H. Jones hereinafter referred to as the Trustmaker, and Jay H. Jones, hereinafter referred to as the Trustee.

WHEREAS, the Trustmaker and the Trustee entered into a Trust Agreement dated August 2, 2012, hereinafter called the Trust Agreement, which was recorded in the Register of Deeds Office for Aiken County on August 3, 2012 in Book RB 4417 at Page 60, and

WHEREAS, Article 3 of the Trust Agreement provided that the Trustmaker reserved the right to amend in any manner or revoke in whole or in part the Trust Agreement, and

WHEREAS, the Trustmaker is desirous of revoking the Trust Agreement and the Trustee is agreeable to the modifications and amendments contained herein,

NOW, THEREFORE, IT IS AGREED:

Revocation of the trust. The Trust Agreement is hereby revoked in its entirety and all assets will revert to the Trustmaker.

Testimonium Clause. IN WITNESS WHEREOF, the Trustmaker and the Trustee have executed this Revocation of Trust Agreement.

WITNESS:

Wanda T. Small
Witness

Jay H. Jones
Jay H. Jones, TRUSTMAKER

Sarah M. Small
Witness

Wanda T. Small
Witness

Jay H. Jones
Jay H. Jones, TRUSTEE

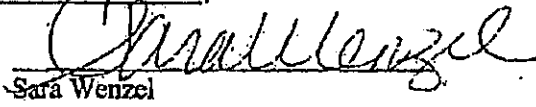
Sarah M. Small
Witness

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

ACKNOWLEDGMENT

I, a Notary Public, within and for the State and County aforesaid do hereby certify that the foregoing First Amendment to Trust Agreement was this day produced to me in the above State and County and was executed and acknowledged by Jay H. Jones, as Trustmaker and Trustee, to be the free and voluntary act and deed of the Trustmaker and Trustee.

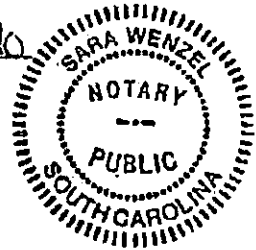
WITNESS my signature this 1st day of May, 2020.



Sara Wenzel

Signature of Notary Public for SC

My Commission Ex: 10/4/20



ELECTRONICALLY FILED - 2020 May 14 6:02 PM - AIKEN - COMMON PLEAS - CASE#2020CP0200760

EXHIBIT 9

STATE OF SOUTH CAROLINA

COURT OF COMMON PLEAS
FOR THE

COUNTY OF AIKEN

SECOND JUDICIAL CIRCUIT

CASE NO. 20-CP-02-00760

Jennifer Ashley Maralit as Attorney
In Fact for Jay H. Jones, Jay H. Jones
Individually, Jennifer Ashley Maralit,
And Angela Jones Lochstampfor,
Plaintiffs,

**ANSWER AND COUNTERCLAIM
To AMENDED COMPLAINT**

v.

Susan M. Taylor Aldridge
Defendant.

Now Comes Defendant Answering the Amended Complaint of Plaintiffs and
Counterclaiming as follows:

UNLESS OTHERWISE ADMITTED, DENIED OR CLARIFIED, ALL ALLEGATIONS ARE
HEREBY DENIED. ALL PRIOR DEFENSES AND COUNTERCLAIMS MADE BY THIS
DEFENDANT ARE REALLEGED.

- 1. Paragraph 1 is denied. Plaintiff is deceased.
- 2. Paragraph 2 is admitted only in so far as it names a publicly recorded document.

The remainder is denied as this Plaintiff has abused her duties as a POA and
therefore the POA should be voided and said Plaintiff made to answer for her
self-serving actions.

- 3. Paragraph 3 is only admitted in so far as it pertains to this Defendant.

A TRUE AND CORRECT COPY

Robert J. White

By Deborah M. Ryan Date 4/8/21
Deputy Clerk

4. This Court did not have jurisdiction as alleged Plaintiff Jay H. Jones and Defendant are husband and wife, proper jurisdiction would have been Family Court. The Defendant leaves it to the judgment of the Court as to jurisdiction, however this Court has no jurisdiction over said Jay H. Jones as he is now deceased, fully or partially due to the "care" of Plaintiffs.
5. Paragraphs 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 20, 21, 22, 23, 24, 25, 26, 27, 28, 30,31,32, 33, 34, 35, 36, 37, 39, 40,41, 42, 43, 44, 45, 46,47, 48, 50,51, 52, 53, 54, 55 are all denied and clarified that these allegations are made by Plaintiffs Maralit and Lochstampfor for their own financial gain.
6. Defendant realleges Paragraphs 12-116 of their Answer and Counterclaim filed May 14, 2020.

BY WAY OF COUNTERCLAIM

7. The foregoing paragraphs are realleged as if repeated herein verbatim.
8. Since this action began, Plaintiffs, in so far as Jennifer Ashley Maralit and Angela Jones Lochstampfor are concerned, have engaged in conversion, misrepresentation and fraud.
9. Jay H. Jones based on information and belief did not have the capacity to sign any documents subsequent to his hospitalization in February of 2020.
10. Plaintiffs Maralit and Lochstampfor inveigled, connived, engaged in duress and or outright fraud for personal gain in removing an elderly individual who was very ill from a hospital through deceit and secreted him away from his loving wife.

11. These Plaintiffs have secreted a patient (Jay H. Jones) away from the Aiken County Regional Hospital in mid-February of 2020 to an unknown location which they have refused to disclose to his wife.

12. Defendant alleges that Maralit and Lochstampfor took extreme actions to prevent any contact between Defendant and her husband, the late Jay H. Jones including, but not limited to:

- a. Somehow getting hospital staff at Aiken Regional Hospital to refuse to allow her to see her husband,
- b. Secretly transferring her husband to a hospital in Greenville;
- c. Refusing to let Defendant speak to her husband or even tell Defendant of his medical condition;
- d. Bringing a very ill, emaciated and frail Jay H. Jones to Defendant's home with a caravan of guards who prevented said Jay H. Jones and Defendant from speaking; as Maralit and Lochstampfor and their "guards" raided Defendant's home to loot, among other things, financial documents, estate planning documents, original Will of Jay H. Jones on July 11, 2020. Said guards had the ill and frail Mr. Jones in 100 plus degree weather. Mr. Jones was dead within days;
- e. Plaintiffs and their "guards" absconded with vehicles and farm equipment, thereby making the operation of Defendant's farm impossible, and constitutes further conversion on the part of Plaintiffs;

- f. Jay H. Jones was observed to be extremely ill and appeared to have bruises around his wrists;
- g. All persons, Plaintiffs Maralit and their "guards" arrived and entered the home without wearing any face masks or even attempting to observe any form of social distancing during a pandemic;
- h. Defendant is 75 years old with co-morbidities and Dr. Jay H. Jones was 75 years of age and suffering from diabetes among other conditions. Plaintiffs and their "guards" behavior was illegal and subjected Dr. Jay Jones and Defendant to the Covid 19 virus, making their actions immoral, callous, indefensible and against the norms of our society.
- i. Plaintiff's guards stood in front of Defendant, forced her to sit down, restraining her in her own home, actively attempted to prevent her from taking pictures or video as Plaintiffs Maralit and Lochstampfor and their "agents/guards" looted the home. Defendant perceived that she was not able to do anything but obey the "guards" direction as they were intimidating her, acting in a manner wherein they alleged they had the authority and therefore was not able to operate with free will. Said "guards" did not have the authority to restrain Defendant;
- j. Subsequent to Plaintiff Maralit and Lochstampfor's looting of Defendant's residence, Dr. Jay H. Jones died within days and Plaintiffs failed to inform Defendant that her husband had passed, directing the funeral director not to tell anyone of the death and secreting away the decedent's ashes;

- k. Defendant did not hear of her husband's death or know of it's truth until her attorney contacted the South Carolina Department of Health and Environmental Control and requested a death certificate.
13. Plaintiffs Maralit and Lochstampfor's behavior was reckless, perverse and intentional and these Plaintiffs knew or should have known that their conduct would cause distress on the part of Defendant, and her husband.
14. These Plaintiffs operated in a manner which was abusive as they wielded power over an elderly, ill and frail Jay H. Jones thereby with knowledge that Defendant was susceptible to their outrageous behavior.
15. Maralit and Lochstampfor's behavior exceeded the bounds of decency and was atrocious and beyond what is expected in a civil society thereby causing Defendant extreme anxiety and emotional distress.
16. The emotional distress experienced by Defendant is severe and no reasonable person should be expected to endure.
17. Based on the foregoing Defendant requests an Order of this Court find Plaintiffs, Maralit and Lochstampfor's behavior and actions caused emotional distress on the part of the Defendant and awarding actual and punitive damages.

BY WAY OF COUNTERCLAIM

18. The foregoing paragraphs are realleged as if repeated herein verbatim.
19. On July 11, 2020 Plaintiffs requested to come upon Plaintiff's property for the alleged purpose of collecting some of Jay H. Jones "things."

20. Instead of merely coming to Plaintiff's home to retrieve said things, Plaintiffs Maralit and Lochstampfor chose to arrive with a cadre of "guards" who arrived in a convoy in what could be better described as a raid.
21. Said guards arrived at Defendant's home, an elderly woman, and proceeded to go through her private things (her clothing drawers, under mattress, her private bedroom, including bureau, her underwear drawer, attempting to pull up boards in attic, opening her private rooms, including private closets and other places where one expects a degree of privacy).
22. Plaintiffs Maralit and Lochstampfor, individually and through their agents did invade the privacy of this Defendant through duress, intimidation or simply going through her private things without permission and therefore have violated her right to privacy.
23. These Plaintiffs have wrongfully intruded into her private things and affairs in a substantial and unreasonable manner with a blatant disregard for her rights and causing injury and humiliation.
24. By exposing her private things to the 15 other people (allegedly private guards) these Plaintiffs have publicized her legitimate private things and matters which is offensive and for which there is no justification.
25. Based on the foregoing, Defendant requests and Order of this Court finding Plaintiffs Maralit and Lochstampfor have invaded the privacy of Defendant and awarding actual and punitive damages.

BY WAY OF COUNTERCLAIM

26. The foregoing paragraphs are realleged as if repeated herein verbatim.
27. As the foregoing paragraphs illustrate, Defendant was subject to humiliation and further subject to being intimidated by Plaintiff Maralit and Lochstampfor's guards, thereby restraining her freedom of movement constitutes false imprisonment as said restraint was directed by Plaintiff's Lochstampfor and Maralit and enforced by the "guards."
28. Defendant alleges that the restraint was intentional and unlawful, and Defendant was intimidated and feared what would happen should she disobey said "guards."
29. Based on the foregoing, Defendant requests an Order of this Court finding that Plaintiffs falsely imprisoned Defendant, thereby depriving her liberty, and awarding actual and punitive damages.

BY WAY OF COUNTERCLAIM

30. The foregoing paragraphs are realleged as if repeated herein verbatim.
31. Paragraphs 91 through 97 of Defendants Counterclaim filed May 14, 2020 alleges conversion, it is realleged and events have occurred regarding personal property which needs to be addressed.
32. As stated in previous paragraphs, Plaintiffs Maralit and Lamstampfor arrived upon Defendants property with "guards" and rummaged through the home.
33. Defendant has requested and not received an inventory of the property that 10 plus persons removed from the home on July 11, 2020.

34. Defendant alleges that Plaintiffs removed personal property which is either marital or her personal property, directly or through their agents.
35. Plaintiffs have converted marital property, based on information and belief, for their own use and has done so without Defendant's permission.
36. Based on the foregoing, Defendant requests an Order of this Court for return of Defendants personal, as well as marital property, actual and punitive damages.

BY WAY OF COUNTERCLAIM AND AFFIRMATIVE DEFENSE

37. The foregoing paragraphs are realleged as if repeated herein verbatim.
38. Defendant alleges that multiple causes of action as filed by Plaintiffs Maralit and Lochstampfor, including conversion, allegations of theft, et cetera make an assumption that Defendant and Jay H. Jones and Defendant are strangers, which is not true, they are husband and wife.
39. Defendant and Dr. Jay H. Jones received property via deed of conveyance, recorded April 13, 2011 in Book 4353 at Page 1554, RMC for Aiken County. Said deed lists both Defendant and Dr, Jay H. Jones as Grantees with Right of Survivorship.
40. Plaintiffs Maralit and Lochstampfor, inveigled, used duress, and/or fraud, deceit, or power of attorney to cause a deed to be recorded in the Office of the RMC for Aiken County in Book 4843 at Page 405, recorded May 5, 2020 allegedly granting his interest in said property to Plaintiffs Maralit and Lochstampfor.
41. The conveyance described in the preceding paragraph is void, voidable and on it's face invalid.

42. The aforementioned deed to Maralit and Lochstampfor is subject to the indefeasible deed found in Book 4353 at Page 1554. Said deed was a "Right of Survivorship" deed, a gift between husband and wife and the right of survivorship cannot be severed by Plaintiffs Maralit and Lochstampfor's attempt to loot Dr. Jay H. Jones' assets and is in violation of South Carolina Code of Laws Section 27-7-40, et Seq.

WHEREFORE Defendant requests an Order of this Court for the relief so requested in this Answer and Counterclaim and restates those prayers for relief so contained in their Answer and Counterclaim filed with this Court on May 14, 2020.

I SO MOVE

S/ Brad Owensby, for Defendant
SC Bar No. 77636
bmowensby@gmail.com
319 Park Ave. SE
Aiken SC 29801
803.648.5777

EXHIBIT 10

Order transferring the Probate action to the Court of Common Pleas is absent any findings or conclusions of law as to jurisdiction of the Circuit Court. Respondent alleges that an error of law has occurred in issuing the Order transferring this action to the Court of Common Pleas.

Subsequent to the holding in Thomas v McGriff, the probate code has changed and the pertinent section states, "The probate court has jurisdiction to hear and determine issues relating to paternity, common-law marriage, and interpretation of marital agreements in connection with estate, trust, guardianship, and conservatorship actions pending before it, concurrent with that of the family court, pursuant to Section 63-3-530."² Therefore, exclusive and concurrent jurisdiction to hear the validity of Petitioner's marriage to the decedent is shared by Family Court and Probate Court, it is not conferred to the Court of Common Pleas. Common Pleas would only have jurisdiction upon appeal from Probate Court, and only as to errors of law. Additionally, the only jurisdiction conferred to Circuit Court regarding the issues related to this action would be the real property contained in the Estate, which are specifically being addressed in Common Pleas case number 2020-CP-02-00760 regarding partition of the real property of the Estate and other matters unrelated to the estate which was ongoing at the time of decedents death.

To the full extent permitted by the Constitution, and except as otherwise specifically provided, the probate court has exclusive original jurisdiction over all subject matter related to:

estates of decedents, including the contest of wills, construction of wills, determination of property in which the estate of a decedent or a protected person has an interest, and determination of heirs and successors of

² S.C. Code of Laws, Ann. 62-1-302(c)

decedents and estates of protected persons, except that the circuit court also has jurisdiction to determine heirs and successors as necessary to resolve real estate matters, including partition, quiet title, and other actions pending in the circuit court;

S.C. Code of Laws 62-1-302 (a)(1)

Respondent is attempting to use a portion of the jurisdictional statute for Probate Court to justify giving jurisdiction to the Court of Common Pleas when there is no jurisdiction.

“[A]ctions in which a party has a right to trial by jury and which involve an amount in controversy of at least five thousand dollars in value.”³ In the instant action, Petitioner filed a Petition on July 22, 2020. Subsequently, Respondent filed a Will purported to be the decedent’s will. Petitioner filed a Summons and further Petition challenging the will on August 18, 2020. Neither of Petitioner’s filings with the Probate Court request damages. “Petitioner prays for an Order of this Court finding that Last Will and Testament of Jay Jones is invalid...., in the alternative; finding Petitioner an omitted spouse and granting her elective share of said estate, should the last valid will and testament not be found.”⁴

There is no demand for damages and therefore Respondent’s Motion in that regard is moot and irrelevant. The validity of the marriage and validity of the will are still under the exclusive jurisdiction of Probate Court as “[t]he removal to the circuit court of an action or proceeding within the exclusive jurisdiction of the probate court applies only to the particular action or proceeding removed, and the probate court otherwise retains continuing exclusive jurisdiction.”⁵ Additionally, given that we are in the mist of a pandemic, Respondents Motion

³S.C. Code of Laws, Ann. 62-1-302 (d)(5)

⁴ Petition objecting to Last Will and Testament, Prayer for Relief, filed August 18, 2020 (2020-ES-02-0635)

⁵ S.C. Code of Laws, Ann. 62-1-302 (e)

seeks to delay, and therefore create waste to the Estate, as a jury trial, even if Respondent's interpretation of the statute was correct, would not be heard until sometime in 2021 and under Rule 40 of the South Carolina Rules of Civil Procedure, the case would not transfer to a jury docket for nine months.

Based on the foregoing, Petitioner moves that Respondent's Motion be dismissed as violative of the statutory grant of exclusive and exclusive concurrent jurisdiction with Family Court granted to Probate Court by the legislature of the State of South Carolina. Under Respondent's incorrect reading of 62-1-302, et seq. every contested Probate matter is therefore under the jurisdiction of Common Pleas and, therefore; the existence of Probate Court is simply for administering uncontested Estates. From a public policy standpoint, Circuit Court would be overrun with contested estate matters and a chilling effect upon the judiciary would be the result.

I SO MOVE

Brad Owensby
For Petitioner

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Based on the foregoing, Petitioner moves that Respondent's Motion be dismissed as violative of the statutory grant of exclusive and exclusive concurrent jurisdiction with Family Court granted to Probate Court by the legislature of the State of South Carolina. Under Respondent's incorrect reading of 62-1-302, et seq. every contested Probate matter is therefore under the jurisdiction of Common Pleas and, therefore; the existence of Probate Court is simply for administering uncontested Estates. From a public policy standpoint, Circuit Court would be overrun with contested estate matters and a chilling effect upon the judiciary would be the result.

I SO MOVE

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IN THE STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS

RECEIVED

APR 13 2021

SC Court of Appeals

APPEAL FROM AIKEN COUNTY

Clifton B. Newman, Circuit Court Judge

Case No. 2020-CP-02-01704

Jennifer Ashley Maralit, Angela A. Jones Lochstampfor.....Respondent

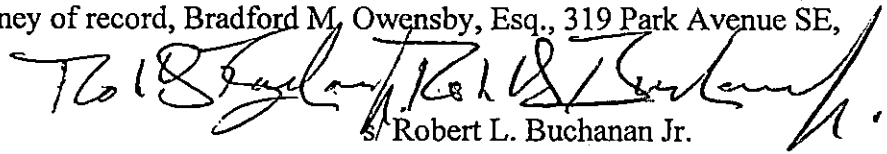
V.

Susan M. Jones, a/k/a Susan M. Taylor Aldridge.....Appellant

PROOF OF SERVICE

I certify that I have served the Return to Petition for Rehearing on Susan M. Jones, a/k/a Susan M. Taylor Aldridge by depositing a copy of it in the United States Mail, postage prepaid on April 10, 2021, addressed to her attorney of record, Bradford M. Owensby, Esq., 319 Park Avenue SE, Aiken, South Carolina 29801.

April 10, 2021



Robert L. Buchanan Jr.
Robert L. Buchanan Jr.
Hull Barrett, PC
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Aiken, SC 29802
(803) 648-4213
Attorney for Respondent

HB

HULL BARRETT

ATTORNEYS

AUGUSTA AIKEN EVANS

RECEIVED

APR 13 2021

SC Court of Appeals

ROBERT L. BUCHANAN, JR.

- LICENSED IN SOUTH CAROLINA

RLBUCHANANJR@HULLBARRETT.COM

April 10, 2021

The Honorable Jenny Abbott Kitchings
Clerk of Court, South Carolina Court of Appeals
1220 Senate Street
Columbia, South Carolina 29201

Re: 2020-CP-02-01704
Jennifer Ashley Maralit, Angela A. Jones Lochstampfor, Respondent
v. Susan M. Jones, a/k/a Susan M. Taylor Aldridge

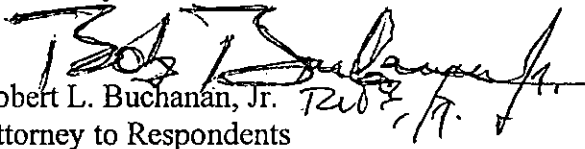
Dear Ms. Kitchings:

Enclosed please find for filing the original and six copies of a Return to Petition for Rehearing in the above-referenced case.

If there is anything further desired or required, please do not hesitate to advise.

With thanks and kind regard, I am

Yours truly,


Robert L. Buchanan, Jr.
Attorney to Respondents

Cc: Bradford M. Owensby, Esquire, w/enclosures

/rlb, jr.

01474071-1

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