No.

IN THE SUPREME COURT OF
THE UNITED STATES

ERIC MANUELIAN
Petitioner,
v.
JENNIFER STARR, individually and in the Capacity as Trustee of the Kirkland Trust Dated 3/10/05 and in the Capacity as Trustee of the Starr Trust
and
Kirkland Ranch, Inc., a Florida Corporation and R.L.E. Ranch, Inc., a Florida Corporation,
Respondents.

On Petition for a Writ of Certiorari to the
SECOND DISTRICT COURT OF APPEAL OF THE STATE OF FLORIDA

PETITION FOR WRIT OF CERTIORARI

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QUESTIONS PRESENTED

The Full Faith and Credit Clause, Article IV, Section 1 of the United States Constitution, provides that full faith and credit "shall be given in each State to . . . judicial Proceedings of every other State." In 1997, a South Carolina Court entered a final judgment of divorce providing that shares of a Florida corporation then owned by Laura Kirkland were to be divided upon her death between her surviving children. Eric Manuelian, Petitioner, is a surviving natural son. Before Laura Kirkland's death in 2009, Laura Kirkland transferred the shares to herself, Laura Kirkland, as trustee of her own Florida grantor revocable trust and named Respondent Jennifer Starr as sole beneficiary and successor trustee upon the death of Laura Kirkland. After the transfer of the shares to herself as trustee, Laura Kirkland died. Jennifer Starr claims the shares as beneficiary and successor trustee of Laura Kirkland's Florida trust. Eric Manuelian claims the shares under the terms of the South Carolina divorce judgment. The Florida courts held that the transfer by Laura Kirkland to herself, Laura Kirkland, as trustee, extinguished any interest of Eric Manuelian created by the South Carolina divorce judgment and awarded the shares to Jennifer Starr.

The questions presented are:

1. Does the Florida judgment violate the Full Faith and Credit Clause?
2. To the extent that this Petition is deemed to seek error-correction, does this case warrant summary reversal?

LIST OF ALL PARTIES TO THE PROCEEDING

The cover page includes all parties.

CORPORATE DISCLOSURE STATEMENT

In accordance with Rule 29.6, Petitioner is an individual and Rule 29.6 does not apply.

LIST OF DIRECTLY RELATED PROCEEDINGS

The following proceeding is directly related to this case:

Circuit Court of the Sixth Judicial Circuit in and for Pasco County, Florida
Case No. 2021-CA-002622,
Eric Manuelian
Plaintiff
v.
Jennifer Starr, individually and in the Capacity as Trustee of the Kirkland Trust Dated 3/10/05 and in the Capacity as Trustee of the Starr Trust
and
Kirkland Ranch, Inc., a Florida Corporation and R.L.E. Ranch, Inc., a Florida Corporation,
Defendants.

Second District Court of Appeal
Case No. 2D23-1544
Eric Manuelian
Appellant
v.

Jennifer Starr, individually and in the Capacity as Trustee of the Kirkland Trust Dated 3/10/05 and in the Capacity as Trustee of the Starr Trust
and
Kirkland Ranch, Inc., a Florida Corporation and R.L.E. Ranch, Inc., a Florida Corporation,
Appellees.

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PETITION FOR A WRIT OF CERTIORARI
BASIS FOR JURISDICTION

The order of the Florida Second District Court of Appeal denying Appellant's motion for written opinion and rehearing en banc of per curiam affirmance ("PCA") is dated August 16, 2024 and is reprinted at App. 2. Petitioner's motion in this Court for an extension of time to file this Petition was granted by Justice Clarence Thomas through and including December 14, 2024. This Petition is timely filed.

In Florida, "a district court decision rendered without opinion or citation constitutes a decision from the highest state court empowered to hear the cause, and appeal may be taken directly to the United States Supreme Court." *Fla. Star v. B.J.F.*, 530 So. 2d 286, 288 n.3 (Fla. 1988). Because a final decision has been rendered against Manuelian by Florida's Second District Court of Appeal without opinion or citation, and because Manuelian claims under the Constitution of the United States that Manuelian is entitled to have the South Carolina divorce judgment given full faith and credit by the Florida courts and claims that the Florida courts failed to give the South Carolina divorce decree full faith and credit as required by the full faith and credit clause of the United States Constitution, jurisdiction of this Court is invoked pursuant to 28 U.S.C. § 1257 (a).

OPINIONS BELOW

The per curiam affirmance of the Order on Appeal by the Florida Second District Court of Appeal is dated May 1, 2024, is published at *Manuelian v. Starr*, No. 2D2023-1544, 2024 Fla. App. LEXIS 3325 (2d DCA May 1, 2024) and is reprinted as App. 1.
The decision of the Circuit Court of the Sixth Judicial Circuit in and for Pasco County is dated September 7, 2023 (the "Order on Appeal") is not published, and is reprinted at App. 1.

CONSTITUTIONAL AND STATUTORY PROVISIONS INVOLVED

Article IV, Section 1 of the United States Constitution:

> Full Faith and Credit shall be given in each State to the public Acts, Records, and judicial Proceedings of every other State. And the Congress may by general Laws prescribe the Manner in which such Acts, Records and Proceedings shall be proved, and the Effect thereof.

28 U.S. Code § 1738 - State and Territorial statutes and judicial proceedings; full faith and credit:

> The Acts of the legislature of any State, Territory, or Possession of the United States, or copies thereof, shall be authenticated by affixing the seal of

> such State, Territory or Possession thereto.
>
> The records and judicial proceedings of any court of any such State, Territory or Possession, or copies thereof, shall be proved or admitted in other courts within the United States and its Territories and Possessions by the attestation of the clerk and seal of the court annexed, if a seal exists, together with a certificate of a judge of the court that the said attestation is in proper form.
>
> Such Acts, records and judicial proceedings or copies thereof, so authenticated, shall have the same full faith and credit in every court within the United States and its Territories and Possessions as they have by law or usage in the courts of such State, Territory or Possession from which they are taken.

STATEMENT OF THE CASE

1. Proceedings in the Case

Petitioner Eric Manuelian filed the original Complaint in the Circuit Court of the Sixth Judicial Circuit for Pasco County, Florida, on November 8, 2021, seeking a declaratory judgment that Manuelian owned shares claimed by Respondent Jennifer Starr.

After motions to dismiss and motions for summary judgment were filed, ultimately on September 8, 2023, the Circuit Court entered the Amended Order granting defendant Jennifer L Starr's Motion for Summary Judgment and denying Plaintiff Eric Manuelian's Renewed and Amended Motion for Partial Summary Judgment, reprinted at App. 3. Manuelian filed a Notice of Appeal to the Second District Court of Appeal of the State of Florida and on May 1, 2024, the Court entered a Per Curiam without citation or opinion, reprinted at App. 1. Manuelian filed a timely motion for clarification, rehearing en banc, and issue of exceptional importance, and on August 16, 2024, the Court of Appeal entered an order denying Manuelian's motions.

2. **Facts.**

The facts are set forth in the following verbatim excerpt of "Findings of Fact" from the Florida Order on Appeal, App. 3:

> FINDINGS OF FACT:
>
> 1. The Court finds there is no genuine dispute as to any material fact and Defendant Jennifer L. Starr has established that she is entitled to judgment as a matter of law.
>
> 2. In 1977, Laura Kirkland owned 200 shares of Kirkland Ranch Inc. ("KRI").
>
> 3. In 1979, Laura Kirkland married Charles Manuelian.

4. Laura Kirkland and Charles Manuelian had two children: Eric Manuelian, who is the Plaintiff in this action, and Robert Kirkland.

5. On May 29, 1997, a divorce decree was entered by the Family Court of the Ninth Judicial Circuit, Berkeley County, South Carolina, Case No. 95-DR-08-1256 ("1997 Divorce Decree"), which dissolved the marriage between Laura Kirkland and Charles Manuelian.

6. Neither Charles Manuelian nor Laura Kirkland appealed or sought a court order modifying the 1997 Divorce Decree.

7. The 1997 Divorce Decree incorporated and recited an agreement between Laura Kirkland and Charles Manuelian (the "Marital Settlement Agreement"). In the provisions of the Marital Settlement Agreement addressing "Checking or Savings Accounts, Stocks and Bonds", Paragraph 20(b) provides as follows: "Defendant [Laura Kirkland] retains the Kirkland Ranch Stock and same is to be divided upon her death between her surviving children. Further, if stock is otherwise liquidated, the proceeds will go to her surviving children."

8. From 1999 through 2002, Laura Kirkland received an additional 78 shares of KRI.

9. On December 12, 2005, Laura Kirkland executed a Last Will and Testament which devised all of her property to the Kirkland Trust dated March 10, 2005 (the "Laura Kirkland Trust"), a revocable trust. Among other provisions, Jennifer Starr was designated the Initial Personal Representative.

10. Also on December 12, 2005, Laura Kirkland executed the "First Amendment of Trust Declaration by Laura Kirkland Dated December 12, 2005," designating Jennifer Starr as the Trust's sole beneficiary. Robert Kirkland and Eric Manuelian were designated as contingent beneficiaries.

11. On July 26, 2009, Laura Kirkland directed KRI to transfer all of her 278 shares of KRI to the Laura Kirkland Trust, and further directed KRI to issue a new certificate to her as Trustee of the Laura Kirkland Trust.

12. On September 16, 2009, Laura Kirkland died.

13. The Laura Kirkland Trust became irrevocable upon Laura Kirkland's death.

14. On December 31, 2009, the Plaintiff received a distribution of

KRI shares from his grandmother's Trust and following which he participated in corporate affairs as a shareholder.

15. On March 25, 2010, Defendant Jennifer Starr filed a Petition for Formal Administration for the *Estate of Laura Kirkland* ("Estate") in the Circuit Court of Orange County, Florida, case number 2010-CP-0006333-O.

16. Also on March 25, 2010, Jennifer Starr filed a Notice of Trust in the Estate that stated the Laura Kirkland Trust was liable for the expenses of administration of the Decedent's estate and enforceable claims of the Decedent's creditors as required in Fla. Stat. §§ 733.607(2) and 736.05055(1) (2010).

17. On March 31, 2010, Jennifer Starr was appointed Personal Representative of the Estate. The Plaintiff signed a Waiver of Priority, Consent to Appointment of Personal Representative, and Waiver of Notice and Bond, in which he waived any right to act as Personal Representative of the Estate and consented to the appointment of Jennifer Starr as Personal Representative of the Estate.

18. The Plaintiff never filed a claim as a creditor in the Estate.

19. The Plaintiff never commenced any proceedings against the Estate related to the KRI shares and never objected to any aspect of Jennifer L. Starr's administration of the Estate.

20. Neither Plaintiff nor the Defendant was aware of the 1997 Divorce Decree during the pendency of the Estate.

21. On July 19, 2011, all the shareholders of KRI, including the Plaintiff and the Defendant Jennifer Starr as successor trustee of the Laura Kirkland Trust, executed a reorganization and division of KRI. All KRI shareholders surrendered their certificates to the agents presiding over the transaction and were afterwards issued new certificates for either KRI or a new corporation, R.L.E. Ranch, Inc. ("RLE"), in proportion to their original KRI shares. Both the Plaintiff and the Laura Kirkland Trust received shares of RLE.

22. On July 19, 2011, both Plaintiff and Defendant Jennifer Starr as successor trustee of the Laura Kirkland Trust accepted and signed the R.L.E. Shareholder Agreement, which outlined transfer restrictions for RLE shares in Section 2.

23. All RLE shareholders, including the Plaintiff, approved the

distribution of the Laura Kirkland Trust's RLE shares to Jennifer Starr by signing a written Consent to Transfer of Stock in accordance with Section 2.1(a) of the R.L.E. Shareholder Agreement. RLE then cancelled the Laura Kirkland Trust's share certificate and issued a new certificate to the Starr Trust dated March 26, 2010 ("Starr Trust").

24. On June 13, 2018, Jennifer Starr filed a Petition for Discharge in the Estate, stating that she had fully administered the Estate and requesting that she be discharged as Personal Representative of the Estate.

25. On June 26, 2018, Defendant Jennifer Starr was discharged as Personal Representative of the Estate.

26. In September of 2020, the Plaintiff reunited with his estranged father.

27. On November 8, 2021, the Plaintiff filed his Complaint in this action seeking 50% of all shares of RLE (as successor to KRI) received by the Defendant from the Laura Kirkland Trust. On January 11, 2022, the Plaintiff filed a First Amended Complaint.

28. On January 18, 2022, the Plaintiff filed a Motion for Summary Judgment.

29. On January 28, 2022, Defendant moved to dismiss the Complaint, and then filed a Motion to Dismiss Amended Complaint, which included as grounds the Plaintiffs failure to join his brother, Robert Kirkland, as an indispensable party. This Court heard the Motion to Dismiss Amended Complaint on May 3, 2022 and entered its Order denying such Motion on June 1, 2022. Robert Kirkland has attended several hearings in this case and has not intervened.

30. On February 13, 2022, the Plaintiff filed an Amended Motion for Summary Judgment, revised to demand 50% of the 200 shares of RLE (as successor to KRI) Laura Kirkland owned at the time of her divorce in 1997. On March 29, 2022, the Court heard argument on the Plaintiffs Amended Motion for Summary Judgment. An Order denying such Motion was issued on April 28, 2022. Plaintiff filed a Motion for Reconsideration and Clarification of April 28, 2022
25, 2022.

31. On January 11, 2023, the Plaintiff filed a Renewed and Amended Motion for Partial Summary Judgment on Counts One, Two, Four, and Five of the First Amended Complaint, making many of the same arguments previously

> raised in Plaintiffs first Amended Motion for Summary Judgment, and Motion for Reconsideration.
>
> 32. On February 16, 2023, the Defendant also moved for summary judgment on all counts of the First Amended Complaint.
>
> 33. On April 3, 2023, and April 19, 2023, the Court heard argument from counsel for the Plaintiff and counsel for the Defendant for their respective motions.
>
> 34. Both Plaintiff and Defendant have asserted there is no genuine issue as to any material fact in this case.

3. Stage in the proceedings, both in the court of first instance and in the appellate courts, when the federal questions sought to be reviewed were raised; the method or manner of raising them and the way in which they were passed on by those courts; and pertinent quotations of specific portions of the record or summary thereof, with specific reference to the places in the record where the matter appears (e. g., court opinion, ruling on exception, portion of court's charge and exception thereto, assignment of error), so as to show that the federal question was timely and properly raised and that this Court has jurisdiction to review the judgment on a writ of certiorari.

a. Petitioner's First Amended Complaint, Paragraph 13, full excerpt reprinted at App. 4.

Pursuant to Florida law, this Court must give full faith and credit to the Deceased's Dissolution Case Final Order and to the Divide on Death Clause therein," citing at FN 1 *Ledoux-Nottingham v. Downs*, 210 So. 3d 1217 (Fla. 2017), which in turn cites to the full faith and credit clause of the United States Constitution.

b. Petitioner's Motion for Summary Judgment, Page 12, excerpt reprinted at App. 5:

Florida courts are constitutionally obligated to give full faith and credit to foreign judgments as written*, Ledoux-Nottingham v. Downs*, 210 So. 3d 1217 (Fla. 2017) (Colorado order requiring grandparent's visitation rights enforceable in Florida regardless of conflicting Florida law). The Florida Supreme Court stated:

- "The Full Faith and Credit Clause of the United States Constitution provides that "Full Faith and Credit shall be given in each State to the public Acts, Records, and judicial Proceedings of every other State," *Id.*, at 1220;
- With respect to judgments, "the full faith and credit obligation is exacting." *Baker v. General Motors*

Corp., 522 U.S. 222, 233, 118 S. Ct. 657, 139 L. Ed. 2d 580 (1998). "A final judgment in one State, if rendered by a court with adjudicatory authority over the subject matter and persons governed by the judgment, qualifies for recognition throughout the land." Ibid. A State may not disregard the judgment of a sister State because it disagrees with the reasoning underlying the judgment or deems it to be wrong on the merits. On the contrary, "the full faith and credit clause of the Constitution precludes any inquiry into the merits of the cause of action, the logic or consistency of the decision, or the validity of the legal principles on which the judgment is based." *Milliken v. Meyer*, 311 U.S. 457, 462, 61 S. Ct. 339, 85 L. Ed. 278 (1940), Id., at 1223.

c. Petitioner's Amended Motion for Summary Judgment, page 15, excerpt reprinted at App. 6. (Same as above).

d. Petitioner's Memorandum in Opposition to Defendant Jennifer L. Starr's Motion to Dismiss First Amended Complaint, excerpt reprinted at App.7, (Same as above).

e. Petitioner's (Plaintiff's) Reply to Affirmative Defenses of Jennifer L. Starr, excerpt reprinted at App.8:

The Affirmative Defense is barred by the United States Constitution, specifically, Article VI, Paragraph 2 of the U.S. Constitution is commonly referred to as the Supremacy Clause and Article IV, Section 1, commonly referred to as the Full Faith and Credit Clause. Florida is obligated to give full faith and credit to the South Carolina order as written.

f. Plaintiff's Renewed And Amended Motion For Partial Summary Judgment On Counts One (Declaratory Judgment) Count Two (Constructive Fraud) Count Four (Conversion) And Count Five (Replevin). excerpt reprinted at App. 9:
(Same excerpt as (b) above).

g. Plaintiff's Motion For Rehearing And/Or Alter Or Amend The Judgment Pursuant To Fla.R.Civ.P. 1.530 Of Order Granting Defendant Jennifer L Starr's Motion For Summary Judgment And Denying Plaintiff Eric Manuelian's Renewed And

Amended Motion For Partial Summary Judgment, App. 10:

After stating in Paragraph 37 that the Order gives full faith and credit to the 1997 Divorce Decree, the Order outlines the following as the claims of the Plaintiff:

38. Plaintiff contends that, by giving full faith and credit to the 1997 Divorce Decree, the Court must conclude that:

(a) 100 shares of Laura Kirkland's KRI stock automatically transferred to the Plaintiff at the instant of Laura Kirkland's death, without any action by Laura Kirkland, KRI, the Plaintiff, or any other party;

(b) the actions taken by Laura Kirkland and KRI between the date of the 1997 Divorce Decree and her death had no effect on 100 shares of her KRI stock;

(c) the 1997 Divorce Decree and Plaintiffs claims based on paragraph 20(b) of the 1997 Divorce Decree are exempt from the requirements for enforcement of a judgment and the requirements for domestication of a foreign judgment;

(d) the 1997 Divorce Decree is exempt from the statute of limitations for enforcement of a judgment; and

(e) The Plaintiff is exempt from the requirements under Florida law to

assert a claim in probate based on the action or inaction of a deceased person. The Order overlooks the primary contention of the Plaintiff on the issue of full faith and credit that the Order may not interpret, modify, alter, or otherwise refuse to apply the South Carolina Order as written, see Pages 1-4 of Plaintiffs Opposition, citing *Holland v. Holland,* 881 S.E. 2nd 766 (S.C. Ct. App. 2021) holding that there is no statute of limitations under South Carolina section 15-39-30 that applies to a family law order, and the Florida Supreme Court's admonition that a Florida Court must honor the explicit language of foreign judgments even if the judgment is wrong, *Ledoux-Nottingham v. Downs,* 210 So.3d 1217 (Fla. 2017) ("A State may not disregard the judgment of a sister State because it disagrees with the reasoning underlying the judgment or deems it to be wrong on the merits." Also, Plaintiff cites South Carolina authority that, as to an agreement "[w]ith the court's approval, the terms become a part of the decree and are binding on the parties and the court." *Emery v. Smith,* 603 S.E.2d 598, 601 (Ct. App. 2004).

h. Petitioner's Opening Brief, Case No. 2D23-1544 Florida Second

District Court of Appeal Issue 3, excerpt reprinted at App. 11:

The Order on Appeal grants full faith and credit to the SC Divorce Decree, but then refuses to apply the SC Divorce Decree as written thereby violating full faith and credit.

The SC Divorce Decree states that the shares are to be divided upon the death of Laura Kirkland. The Order on Appeal cannot defeat the terms of the South Carolina Order by interpreting the South Carolina Order to mean that Manuelian had no "interest." The Order gives full faith and credit to the South Carolina Order, as it must, and the Court therefore must enforce the provision of the South Carolina Order requiring the shares to be divided. *Ledoux-Nottingham v. Downs*, 210 So.3d 1217 (Fla. 2017). The SC Divorce Decree and the Divided Upon Her Death Clause must be applied as written, *Ledoux-Nottingham v. Downs*, 210 So. 3d 1217 (Fla. 2017) (Colorado order requiring grandparent's visitation rights enforceable in Florida regardless of conflicting Florida law). The Florida Supreme Court stated:

On the contrary, "the full faith and credit clause of the Constitution precludes any inquiry into the merits of the cause of action, the logic or

consistency of the decision, or the validity of the legal principles on which the judgment is based." *Milliken v. Meyer*, 311 U.S. 457, 462, 61 S. Ct. 339, 85 L. Ed. 278 (1940). V.L.8, 136 S. Ct. at 1020.

Ledoux-Nottingham v. Downs, 210 So. 3d 1217, 1223 (Fla. 2017). (Citing *V.L. v. E.L.*, 577 U.S. 404, 136 S. Ct. 1017 (2016).

The SC Dissolution order is unambiguous. Upon the death of the mother, the stock is divided between the two surviving children. As stated earlier, there is obviously nothing that Laura Kirkland could do, or that she was required to do, to effectuate the order, because she would no longer be living when the division occurred. Manuelian had no pre-death claim against Laura Kirkland that was required to be filed in probate court. To the contrary, under South Carolina law a pay on death clause is a nontestamentary transfer that occurs at the instant of death.

This interpretation is consistent with the law relating to payable on death (POD) accounts. These accounts are nontestamentary as described in S.C. Code Ann. section 62-6-106 (1987). IRAs and POD accounts are similar in nature and operation. See S.C. Code Ann. § 62-6-101(10) (1987) (defining

POD account as "an account payable on request to one person during his lifetime and on his death to one or more payees"). *McInnis v. Estate of McInnis*, 348 S.C. 585, 592, 560 S.E.2d 632, 636 (Ct. App. 2002).

Defendant Starr's assertion has been that the South Carolina Order is a "pledge to make a Will," Motion, P. 8, citing *Tensfeldt v. Tensfeldt*, 839 So.2d 720 (Fla. 2d DCA 2003), in which there was an explicit contract to make a will, *Id.*, at 722. This is Starr's attempt to place some burden on Laura Kirkland before her death that Laura Kirkland could then be characterized as breaching, thus giving rise to a probate claim. Under the Divided Upon Her Death Clause, there was no burden on Laura Kirkland to do anything regarding the shares. The language of the SC Divorce Decree takes effect only upon the death of Laura Kirkland, so there is nothing Laura Kirkland could do to effectuate the splitting of the shares. The shares "shall be divided," which automatically vested per the explicit terms of the Order.

In Paragraphs 43 – 46 of the Order on Appeal, the Court held that Laura Kirkland made a clear and intentional decision to leave her property to Jennifer Starr. However, there is no legal theory that Laura Kirkland could

extinguish the effect of the Divided Upon Her Death Clause based on Laura Kirkland's "intent."

The Order on Appeal, in finding of fact 6, found that no modification of the SC Divorce Decree was sought. Laura Kirkland's intent or desires are immaterial and are not dispositive of whether Laura Kirkland, individually, could extinguish the SC Divorce Decree by transferring the shares to Laura Kirkland, as trustee. No such theory was pled, and no such theory exists. Laura Kirkland could not, and did not, eliminate the South Carolina :Court Order through her self-settled transfer to her self as trustee of a grantor trust, and there is no law to the contrary.

i. Petitioner's Reply Brief: Page 7, excerpt reprinted at App.12:

The Circuit Court held, "The Court gives full faith and credit to the 1997 Divorce Decree dissolving the marriage between Laura Kirkland and Charles Manuelian." R. 2883, Paragraph 37. Starr did not file a cross-appeal and is therefore barred from challenging this ruling, *Smeaton v. Smeaton*, 678 So. 2d 501, 501 n.1 (Fla. 1st DCA 1996); *Dellecese v. Value Rent A Car*, 543 So. 2d 440, 441 (Fla. 1st DCA 1989). Regardless, as stated in Manuelian's

brief, the Florida Supreme Court in *Ledoux-Nottingham v. Downs*, 210 So. 3d 1217 (Fla. 2017), citing the United States Supreme Court in *Baker v. General Motors Corp.*, 533 U.S. 222 (1998), that the Full Faith and Credit Clause is "exacting," and "[a] final judgment in one State . . . qualifies for recognition" throughout the United States, and orders are entitled to full faith and credit even if the judgment rested on a misapprehension of law," Id., at 1222-1223 (internal citations omitted). Starr's argument in Paragraph IID that, "Florida does not recognize anything called a "Divide on Death" provision" must be disregarded because the South Carolina Divorce Decree must be applied as written. South Carolina recognizes a pay on death transfer as a non-testamentary transfer, *McInnis v. Estate of McInnis*, 348 S.C. 585, 592, 560 S.E.2d 632, 636 (Ct. App. 2002), as does Florida, *Royal v. Royal*, 372 So. 3d 782 (Fla. 6th DCA, 2023). Even if the underlying conduct of the foreign judgment is illegal in Florida, a foreign judgment must be enforced, *GNLV Corp. v. Featherstone*, 504 So. 2d 63 (Fla. 4th DCA 1987) (enforcing Nevada judgment for gambling debts in Florida).

ARGUMENT
Reasons for Granting the Petition

1. The Florida courts held that the South Carolina judgment is given full faith and credit.

The Florida trial court held that the South Carolina judgment is given full faith and credit in Florida while simultaneously holding that Laura Kirkland's transfer of the shares under Florida law to herself as trustee of her grantor revocable trust "extinguished" Manuelian's rights under the South Carolina judgment.

The Circuit Court at Paragraph 37 of the Order on Appeal adjudicated that:

> 37. The Court gives full faith and credit to the 1997 Divorce Decree dissolving the marriage between Laura Kirkland and Charles Manuelian.
>
> . . .
>
> 42. Plaintiff contends that the 1997 Divorce Decree created for the Plaintiff an interest in Laura Kirkland's KRI (RLE) shares that took effect automatically upon Laura Kirkland's death, regardless of Laura Kirkland's actions and intentions during her remaining lifetime. The Court

> concludes that even if such interest had been entered, any such interest would have been extinguished by Laura Kirkland's actions in naming Jennifer Starr as the sole beneficiary of the Laura Kirkland Trust and by transferring the KRI (RLE) shares to the Laura Kirkland Trust.

Full faith and credit requires that the Florida court give the South Carolina Court the same effect as a South Carolina court would give the South Carolina judgment and prohibits Florida from claiming that Florida law can extinguish the judgment. This Court has repeatedly held that full faith and credit means that all courts, state and federal, "must give to a state-court judgment the same preclusive effect as would be given that judgment under the law of the State in which the judgment was rendered." *Migra v. Warren City Sch. Dist. Bd. of Educ.*, 465 U.S. 75, 81 (1984). Respondents did not cross-appeal the Circuit Court ruling and 2nd DCA affirmed without citation or opinion, so the binding Florida ruling is that the South Carolina divorce decree is given to full faith and credit in Florida courts. Because Respondents did not cross-appeal, Respondents cannot now contend that the South Carolina judgment is not entitled to full faith and credit, *Orange Cty. v. Hewlings*, 152 So. 3d 812, 816-17 (Fla. 5th DCA 2014) ("an argument that is waived for purposes of a prior appeal may not be resurrected in a second appeal involving the same parties, same facts, and same subject matter).

Accordingly, in this Petition, the South Carolina judgment is given full faith and credit and the Respondents may not contest that adjudication.

2. The Florida holding that the transfer of shares by Laura Kirkland to Laura Kirkland, as trustee, extinguishes the South Carolina judgment under Florida law conflicts with the holding that Florida has given full faith and credit to the South Carolina judgment.

The Order on Appeal is a contradiction in terms. On the one hand, the Court acknowledged, as it must, that the South Carolina judgment is given full faith and credit. On the other hand, the Florida court held that Laura Kirkland "extinguished" Manuelian's interest created by the South Carolina judgment by creating a Florida trust and transferring the assets subject to the South Carolina judgment to herself, Laura Kirkland, as trustee. This ruling thereby violates the full faith and credit clause.

This Court has repeatedly held that full faith and credit means that all courts, state and federal, "must give to a state-court judgment the same preclusive effect as would be given that judgment under the law of the State in which the judgment was rendered." *Migra v. Warren City Sch. Dist. Bd. of Educ.*, 465 U.S. 75, 81 (1984). Judgments from state judicial proceedings, "shall have the same full faith and credit in every court within the United States . . . as they have by law or usage in the courts of such State . . . from which they are taken." 28 U. S. C. § 1738. *Marrese v. Am. Acad. of Orthopaedic Surgeons*, 470

U.S. 373, 380 (1985). This court has applied the full faith and credit clause to divorce judgments:

> It is clear from the foregoing that, under our decisions, a state by virtue of the clause must give full faith and credit to an out-of-state divorce by barring either party to that divorce who has been personally served or who has entered a personal appearance from collaterally attacking the decree. Such an attack is barred where the party attacking would not be permitted to make a collateral attack in the courts of the granting state.
> *Johnson v. Muelberger*, 340 U.S. 581, 587, 71 S. Ct. 474, 477-78 (1951).

The purpose of the full faith and credit clause was to make the states, "integral parts of a single nation throughout which a remedy upon a just obligation might be demanded as of right, irrespective of the state of its origin.

. . . In numerous cases this Court has held that credit must be given to the judgment of another state although the forum would not be required to entertain the suit on which the judgment was founded; that considerations of policy of the forum which would defeat a suit upon the original cause of action are not involved in a suit upon the judgment and are insufficient to defeat it." *Milwaukee Cty. v. M. E. White Co.*, 296 U.S. 268, 276-77 (1935).

3. The South Carolina Judgment is enforceable on its terms in South Carolina and must be enforced on its terms in Florida.

In *Holland v. Holland*, 438 S.C. 69, 881 S.E.2d 766 (Ct. App. 2021), the Court of Appeal of South Carolina issued a precedential opinion of first impression and squarely held that S.C. Code Ann. § 15-39-30, providing that "Executions may issue upon final judgments or decrees at any time within ten years from the date of the original entry thereof and shall have active energy during such period, without any renewal or renewals thereof, and this whether any return may or may not have been made during such period on such executions," did not apply to family law matters, stating:

> Although it has been codified in some variation in our Code of Laws since the 1800s, there is no case law in South Carolina applying section 15-39-30 to a family law matter. Further, Father did not cite, nor were we able to find, any cases barring an action to enforce a preexisting court order imposing a child support obligation due to statutory time constraints. See, e.g., Appeal of Brown, 288 S.C. 530, 535, 343 S.E.2d 649, 652 (Ct. App. 1986) (finding a mother's twenty-year delay in seeking to enforce a divorce decree imposing child support obligation not unreasonable).

Holland v. Holland, 438 S.C. 69, 74, 881 S.E.2d 766, 769 (Ct. App. 2021).

Unless South Carolina courts would not enforce the 1997 South Carolina divorce judgment that required Laura Kirkland's shares to be divided between her surviving children, including Manuelian, then Florida courts must enforce the South Carolina judgment as written. Again, the Florida court explicitly held that "[t]he Court gives full faith and credit to the 1997 Divorce Decree dissolving the marriage between Laura Kirkland and Charles Manuelian." App. 3, Paragraph 37. There is no basis to conclude that South Carolina courts would not enforce the 1997 judgment as written, so, the Florida court violated the full faith and credit clause by holding that a transfer of the shares by Laura Kirkland, to herself, as trustee, acted to extinguish the South Carolina judgment. This violates Manuelian's right to have the South Carolina judgment applied by Florida courts as written.

4. This Court determines South Carolina law on the enforceability of the South Carolina judgment.

This Court is not bound by any determination of South Carolina law by the Florida Courts, *Barber v. Barber*, 323 U.S. 77, 81 (1944) ("This is not a case where a question of local law is peculiarly within the cognizance of the local courts in which the case arose. The determination of North Carolina law can be made by this Court as readily as by the Tennessee courts, and since a federal right is asserted, it is the duty of

this Court, upon an independent investigation, to determine for itself the law of North Carolina. See *Adam v. Saenger*, 303 U.S. 59, 64, and cases cited.") The Florida court made no determination that the South Carolina judgment is not enforceable in South Carolina on its terms, but even if it did, this Court is not bound by such a determination. There is no analysis of South Carolina law that will support a holding that South Carolina courts will not apply the South Carolina judgment as written. For this reason, the Florida court violated the full faith and credit clause by holding that Laura Kirkland's transfer of the shares to herself as trustee extinguished Manuelian's interest under the South Carolina judgment.

5. Florida law cannot override the South Carolina judgment.

In *Ledoux-Nottingham v. Downs*, 210 So. 3d 1217 (Fla. 2017), citing this Court's opinion in *Baker v. General Motors Corp.*, 533 U.S. 222 (1998), and other cases of the U.S. Supreme Court, the Florida Supreme Court has clearly articulated Florida's compliance with this Court's standards regarding the full faith and credit clause stating "[a] final judgment in one State . . . qualifies for recognition" throughout the United States, and orders are entitled to full faith and credit even if the judgment rested on a misapprehension of law," *Id.*, at 1222-1223 (internal citations omitted).

There is no authority supporting the Florida court's holding that a divorce litigant can extinguish, limit,

or avoid the final adjudication of Manuelian's rights to the shares of stock by transferring the shares to themselves, as trustee of their own revocable trust.

6. This Petition meets the parameters of Rule 10 of this Court, "Considerations Governing Review on Certiorari."

a. This Petition meets the parameters of Rule 10 (b) of this Court, which provides consideration of:

> (b) a state court of last resort has decided an important federal question in a way that conflicts with the decision of another state court of last resort or of a United States court of appeals;

The district courts of appeal are courts of last resort where PCAs are issued without opinion or citation. The Florida Supreme Court is a court of last resort and has jurisdiction to review decisions of Florida district courts of appeal only where opinions are issued by a district court of appeal that squarely and explicitly address the issue supporting the invocation of Florida Supreme Court review. The Order on Appeal by the district court of appeal conflicts on the application of the full faith and credit clause by the Florida Supreme Court in *Ledoux-Nottingham v. Downs*, 210 So. 3d 1217 (Fla. 2017) (Colorado order requiring grandparent's visitation rights enforceable in Florida regardless of conflicting Florida law), stating, "The [United States] Supreme Court. . .

continues to reject any notion that a state may elevate its own public policy over the policy behind a sister state's judgment and thereby disregard the command of the Full Faith and Credit Clause." *Ledoux-Nottingham v. Downs*, 210 So. 3d 1217, 1223 (Fla. 2017).

This petition should be granted because the decision of the Florida district court of appeal, acting as the court of last resort in this case, conflicts with the decisions of another state court of last resort, the Florida Supreme Court.

b. This Petition meets the parameters of Rule 10 (c) of this Court, which provides:

> (c) a state court or a United States court of appeals has decided an important question of federal law that has not been, but should be, settled by this Court, or has decided an important federal question in a way that conflicts with relevant decisions of this Court.

The Florida district court of appeal decided an important federal question, that is, whether the South Carolina divorce judgment can be extinguished by a Florida trust transfer by a grantor to herself into a Florida revocable trust, in a way that conflicts with the decisions of this Court including *V.L. v. E.L.*, 577 U.S. 404 (2016), stating, "[a] State may not disregard the judgment of a sister State because it disagrees with the reasoning underlying the judgment or deems it to be wrong on the merits. On the contrary, "the full

faith and credit clause of the Constitution precludes any inquiry into the merits of the cause of action, the logic or consistency of the decision, or the validity of the legal principles on which the judgment is based." *Milliken v. Meyer*, 311 U. S. 457, 462, 61 S. Ct. 339, 85 L. Ed. 278 (1940). *V.L. v. E.L.*, 577 U.S. 404, 407 (2016).

This petition should be granted because it conflicts with decisions of this Court on the application of the full faith and credit clause.

7. Full faith and credit remains an issue in state courts of last resort.

In *Parris v. Ballantine*, 330 So. 3d 444 (Ala. 2020), the Alabama Supreme Court refused to give full faith and credit to a South Carolina adoption decree of an adult. The adopted adult child did not petition this Court for certiorari review and was frozen out of his adopted parent's estate plan even though there was a valid adult adoption judgment from another state. In dissent, Justice Wise, stated:

> I respectfully dissent. This case is controlled by well settled full-faith-and-credit principles rendering the majority's extended analysis unnecessary. Our Constitution provides that "Full Faith and Credit shall be given in each State to the public Acts, Records, and judicial Proceedings of every other State." U.S. Const., Art. IV, § 1. Adoption decrees are among those judgments to which full

> faith and credit is due. See V.L. v. E.L., 577 U.S. 404, 136 S.Ct. 1017, 194 L.Ed.2d 92 (2016) (holding that Georgia superior court had subject-matter jurisdiction to grant adoption, triggering Alabama's full-faith-and-credit obligation)."
>
> And, despite the various public-policy arguments regarding adult adoptions in Alabama, the United States Supreme Court has made clear that, although "[a] court may be guided by the forum State's 'public policy' in determining the law applicable to a controversy," there is "no roving 'public policy exception' to the full faith and credit due judgments." *Baker v. General Motors Corp.*, 522 U.S. 222, 233, 118 S. Ct. 657, 139 L. Ed. 2d 580 (1998). In other words, regarding judgments, "the full faith and credit obligation is exacting." *Id.*

This Court, in *V.L. v. E.L.*, 577 U.S. 404 (2016), reversed the Alabama Supreme Court by summary disposition where the Alabama Supreme Court refused to give full faith and credit to a Georgia judgment granting custody and visitation rights of a same-sex parent. The dissent in *Parris v. Ballantine,* 330 So. 3d 444, 451 (Ala. 2020) cited *V.L. v. E.L.*, 577 U.S. 404 (2016) but the Alabama Supreme Court in *Parris v. Ballantine*, 330 So. 3d 444, 451 (Ala. 2020) refused to follow this Court's precedent. Thus, even though this Court has squarely ruled that a state may

not refuse to enforce judgments of sister states based on public policy, the Alabama Supreme Court refused to recognize adult adoption.

As in *Parris v. Ballantine*, 330 So. 3d 444 (Ala. 2020), the Florida district court of appeal, for unstated reasons, after giving full faith and credit to the South Carolina judgment, then refused to give full faith and credit to the South Carolina judgment. This Petition should therefore be granted because there is no legal theory that allows Florida to disregard the South Carolina judgment as written.

8. **To the extent that this Petition is deemed to seek error-correction, this case warrants summary reversal.**

To the extent that this Petition is deemed to be a request to reverse an erroneous ruling instead of the resolution of a conflict between courts of last resort, this Court should exercise its error-correction function through summary reversal.

This Court should grant this petition because Florida employs a judicial jurisdiction format that allows for two different courts of last resort and no error-correction process from a per curiam opinion of a district court of appeal entered without opinion or citation exists even where the PCA conflicts with precedent of this Court and of the Florida Supreme Court. The district courts of appeal are the court of last resort where the court disposes of an appeal via a per curiam affirmance without opinion or citation. *Fla. Star v. B.J.F.*, 530 So. 2d 286, 288 n.3 (Fla. 1988)

("[A] district court decision rendered without opinion or citation constitutes a decision from the highest state court empowered to hear the cause, and appeal may be taken directly to the United States Supreme Court."). To file a Notice to Invoke Jurisdiction of the Florida Supreme Court pursuant to Fla. Const. Art. V, § 3 (3) providing that the Supreme Court, "[m]ay review any decision of a district court of appeal that . . . expressly and directly conflicts with a decision of another district court of appeal or of the supreme court on the same question of law," (emphasis added), an appellant may invoke the Supreme Court jurisdiction for discretionary review only where the "contain[s] a statement or citation effectively establishing a point of law upon which the decision rests" with regard to the contested rulings."
Tippens v. State, 897 So. 2d 1278, 1281 (Fla. 2005) citing *Fla. Star v. B.J.F.*, 530 So. 2d 286, 288 (Fla. 1988)).

Accordingly, Florida litigants have no error correction process in Florida courts where, as here, a Florida district court of appeal has declined to apply binding precedent of the Florida Supreme Court and of this Court because the Florida court of appeal did so through a PCA without opinion or citation. Florida courts recognize that the settled law of Florida is that "the duty of a court to apply to admitted facts a correct principle of law is such a fundamental and essential element of the judicial process that a litigant cannot be said to have had the remedy by due course of law guaranteed by Section 4 of the Declaration of Rights of our Constitution, if the judge fails or refuses to perform that duty." *State v. Smith,* 118 So. 2d 792,

795 (Fla. 1st DCA 1960), cited with approval by the Florida Supreme Court, *Haines City Cmty. Dev. v. Heggs*, 658 So. 2d 523, 527 (Fla. 1995). But the only error-correction process available to an unsuccessful appellant under a per curiam affirmance without citation or opinion from a district court of appeal is a petition to this Court. The Petitioner urges this Court to exercise its error-correction authority in this case. This Court has stated:

> "This Court also has a significant interest in supervising the administration of the judicial system. See this Court's Rule 10(a) (the Court will consider whether the courts below have "so far departed from the accepted and usual course of judicial proceedings . . . as to call for an exercise of this Court's supervisory power").
> *Hollingsworth v. Perry*, 558 U.S. 183, 196, 130 S. Ct. 705, 713 (2010).

This Court has made clear that states are bound to give judgments of sister states full faith and credit regardless of public policy and regardless of the merits of the judgment.

> The concept of full faith and credit is central to our system of jurisprudence. Ours is a union of States, each having its own judicial system capable of adjudicating the rights and responsibilities of the parties brought before it. Given this structure, there is

> always a risk that two or more States will exercise their power over the same case or controversy, with the uncertainty, confusion, and delay that necessarily accompany relitigation of the same issue.
> . . . This Court has consistently recognized that, in order to fulfill this constitutional mandate, "the judgment of a state court should have the same credit, validity, and effect, in every other court of the United States, which it had in the state where it was pronounced." *Hampton v. McConnel*, 3 Wheat. 234, 235 (1818) (Marshall, C. J.); *Riley v. New York Trust Co.*, *supra*, at 353. *Underwriters Nat'l Assurance Co. v. N.C. Life & Accident & Health Ins. Guar. Ass'n*, 455 U.S. 691, 703-04, 102 S. Ct. 1357, 1365 (1982).

Because of the fundamental importance of full faith and credit as "central to our system of jurisprudence," *Id.*, and because Petitioner has no recourse for error-correction under Florida's appellate system other than to this Court, this Petition should be granted. This Court has stated:

> In broad strokes, the public legitimacy of our justice system relies on procedures that are "neutral, accurate, consistent, trustworthy, and fair," and that "provide opportunities for error correction."

> *Rosales-Mireles v. United States*, 585 U.S. 129, 141, 138 S. Ct. 1897, 1908 (2018) (internal citations omitted).

Florida law prohibits litigants from invoking the jurisdiction the Florida Supreme Court even by extraordinary writ where a PCA has issued from a district court of appeal without opinion or citation. " [T]his Court does not have discretionary review jurisdiction or extraordinary writ jurisdiction to review per curiam denials of relief, issued without opinion or explanation, whether they be in opinion form or by way of unpublished order." *Stallworth v. Moore*, 827 So. 2d 974, 978 (Fla. 2002). This point was emphasized by the Florida Supreme Court in *R. J. Reynolds Tobacco Co. v. Kenyon*, 882 So. 2d 986 (Fla. 2004), where a litigant sought to invoke "all writs" jurisdiction after a district court of appeal denied a motion for written opinion after issuing a per curiam affirmance without opinion or citation, stating, "we hold that henceforth this Court will dismiss all extraordinary writ petitions, regardless of how they are designated, requesting that this Court review a district court's denial of a request for a written opinion made pursuant to rule 9.330(a), where the denial does not include any elaboration, citation, or explanation that would give this Court jurisdiction." *R. J. Reynolds Tobacco Co. v. Kenyon*, 882 So. 2d 986, 988 (Fla. 2004).

Because Petitioner has no opportunity in Florida courts for error correction of the per curiam affirmance of Florida's Second District Court of Appeal, and because Florida's Second District Court

of Appeal clearly erred when it affirmed the Circuit Court order that first gives the South Carolina judgment full faith and credit, but then revokes its full faith and credit decision by holding that Florida law governing trust transfers extinguished Manuelian's interest under the South Carolina judgment, Petitioner respectfully requests this Court to grant this Petition and summarily reverse under this Court's error-correction authority and jurisdiction.

CONCLUSION

The petition for writ of certiorari should be granted.

Dated: December 11, 2024

Respectfully submitted,

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