

IN THE PROBATE COURT OF SHELBY COUNTY, ALABAMA

IN THE MATTER OF THE ESTATE OF)
PRINCETON P. THORNTON AKA)
PRINCETON PRUETT THORNTON, JR.) Case No. PR-2012-000176
deceased.)



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Shelby Cnty Judge of Probate, AL
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ORDER

This cause came before the court on December 13, 2023 for hearing on the Petition To Remove Current Personal Representative and Appoint Successor Personal Representative filed by Susan T. Devictor, by and through Elizabeth A. Young, Esq., her attorney of record. Notice was given as required by law. Present in open court for the hearing were: Chad B. Thornton, personal representative of the estate, along with Joe Ausman, Esq., his attorney of record. The case was called and the Court considered the arguments of counsel. After a brief recess, the Court was advised that the parties had reached a Settlement Agreement which was filed in open court.

The Settlement Agreement attached hereto as Exhibit A is approved and ratified by the Court. Based upon the terms of the Settlement Agreement it is further **ORDERED** as follows:

1. The Letters Testamentary issued to Chad Thornton as personal representative on December 16, 2022 are hereby REVOKED.
2. Chad Thornton shall prepare and file a full and complete Accounting and Final Settlement of his actions as Personal Representative of the Estate for the period of December 16, 2022 through December 16, 2023 on or before 4:30 p.m. on January 15, 2024.
3. Chad Thornton shall immediately deposit all estate funds currently in his sole possession, to include but not limited to any rental property proceeds held by him, into the Truist estate account.
4. Chad Thornton has no authority to make withdrawals from any financial account.
5. Susan T. Devictor is named in the Will of the decedent as alternate executor, however, the parties have agreed that Yawanna McDonald, Esq., shall be awarded Letters of Administration with the Will Annexed upon her posting a bond in the amount of Three Million Five Hundred Thousand Dollars (\$3,500,00.00).
6. Chad Thornton shall turn over all financial records, reports, accountings and inventories to Yawanna McDonald, Esq., within 14 business days of the date of the execution of the Settlement Agreement.

7. Chad Thornton shall make an offer on any real property he wishes to purchase within 14 business days of the execution of the Settlement Agreement. Both parties shall make a good faith effort to offer and accept any reasonable amount. If an agreement cannot be reached by the parties, such real property(s) shall be immediately listed for sale with a licensed realtor.
8. Susan DeVictor shall be reimbursed travel expenses in the amount of One Thousand Five Hundred Dollars (\$1,500.00) for her attendance at the December 13th hearing.
9. All reasonable legal fees incurred (past, present, and future) by Joe Ausman, Esq. and Elizabeth Young, Esq. shall be paid by the Estate.
10. Court costs are taxed to the estate, for which let execution issued.

DONE and ORDERED this the 15th day of December, 2023.



ALLISON S. BOYD
Judge of Probate

cc: Joe Ausman, Esq.
Elizabeth A. Young, Esq.
Yawanna McDonald, Esq.

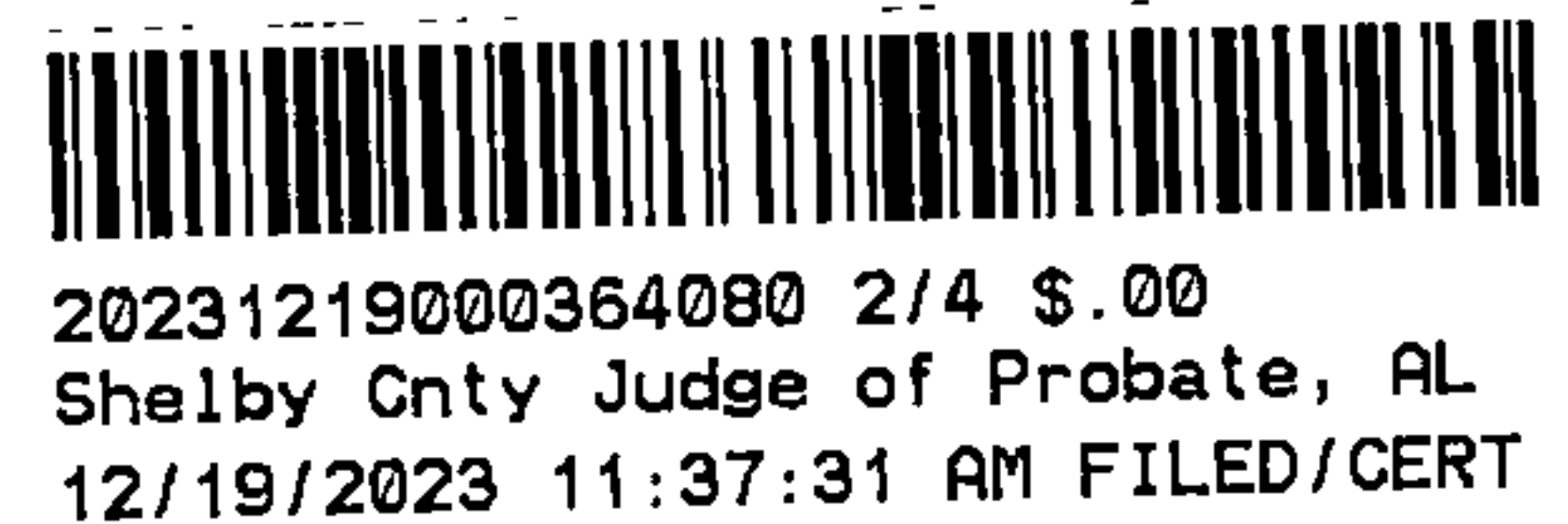
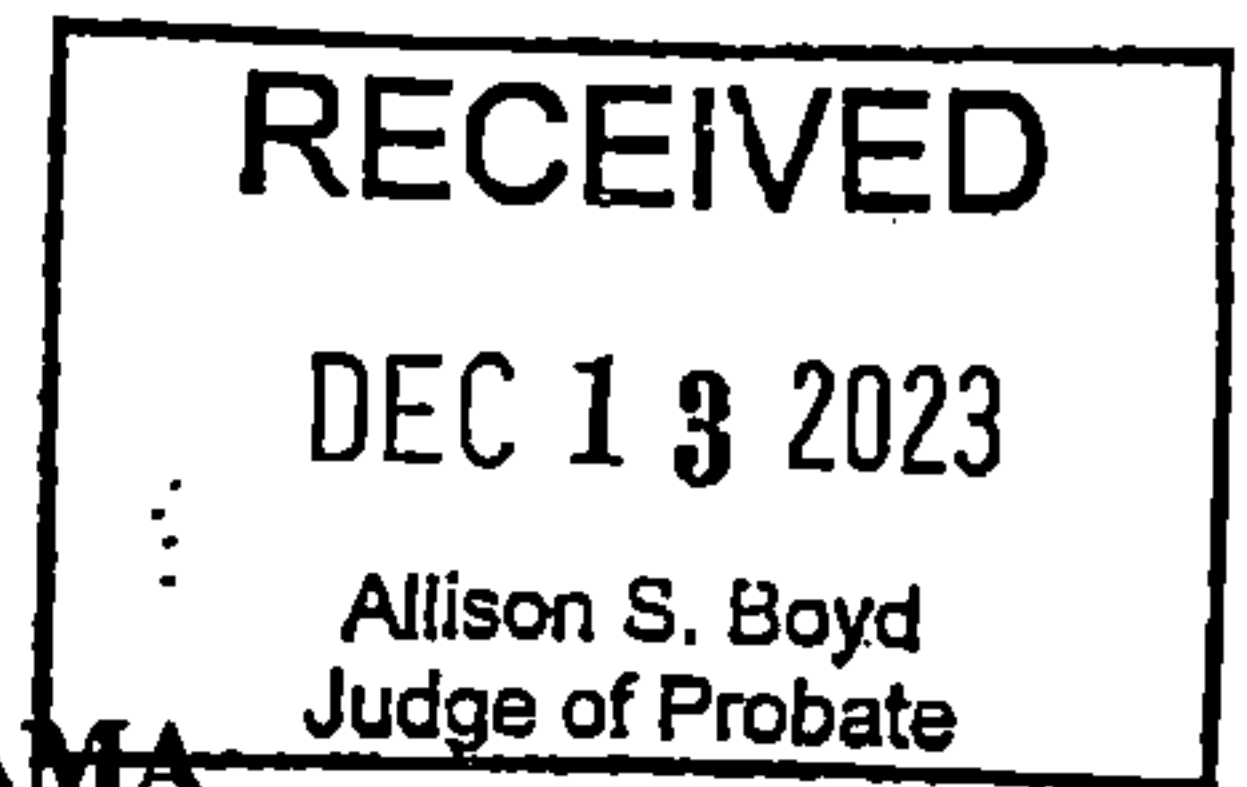


EXHIBIT A



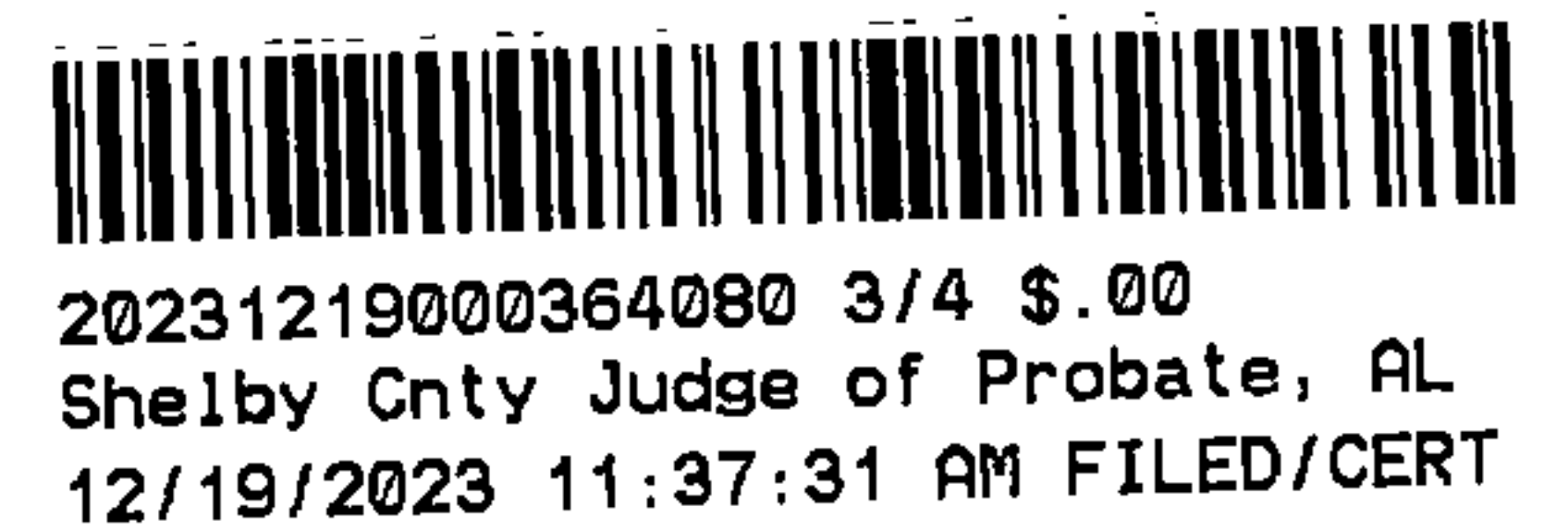
IN THE MATTER OF THE ESTATE OF) IN THE PROBATE COURT
PRINCETON P. THORNTON AKA) OF SHELBY COUNTY, ALABAMA
PRINCETON PRUETT THORNTON JR)
DECEASED.) CASE NO. _PR 2022-001121_____

SETTLEMENT AGREEMENT

Both parties, Susan DeVictor and Chad Thornton, as heirs pursuant to the Decedent's Last Will & Testament, come now and asserts it is in their best interests, and the best interests of the Estate, for the following agreement to be ordered regarding the appointment of the Personal Representative. The parties agree to the following:

Procedural Facts

- Chad Thornton is the son and heir of the Decedent.
- Susan DeVictor is the daughter and heir of the Decedent.
- Chad Thornton petitioned for the Decedent's Last Will and Testament be admitted to probate on December 9, 2022, and it was admitted by consent.
- Chad Thornton was appointed as Executor by the Court on December 16, 2022.



Terms of Agreement

- The Parties agree that the Letters Testamentary appointing Chad Thornton as the Executor of the Estate of Princeton P. Thornton shall immediately be revoked. Chad Thornton shall not conduct any further business on behalf of the Estate and shall not access any financial accounts or funds in relation to the Estate.
- Yawanna McDonald, Esq. will be awarded Letters of Administration with Will Annexed upon her posting bond of \$3.5 million.
- Chad Thornton will immediately deposit all estate funds currently in his sole possession, to include but limited to rental property proceeds, into the Truist estate account. Chad Thornton has no authority to make any withdrawals from any financial account.



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- Chad Thornton will immediately turn over all financial records, reports, accountings, and inventories to Yawanna McDonald, Esq. within 14 business days.
- Chad Thornton shall identify all rental platforms in use, to include VRBO, and provide Yawanna McDonald, Esq. the login and password within 5 business days.
- Chad Thornton shall make an offer on any real property he wishes to purchase within 14 business days. Both parties will make a good faith effort to offer and accept any reasonable amount. If an agreement cannot be reached by the parties, such real property(s) shall be immediately listed for sale with a licensed realtor.
- Chad Thornton will file a final settlement and accounting with the Court within 30 calendar days.
- Susan DeVictor will be reimbursed travel expenses in the amount of \$1,500 for her attendance of this hearing conducted on December 13, 2023.
- Both parties agree that all reasonable legal fees incurred (past, present, and future) by Joe Ausman, Esq. and Elizabeth Young, Esq. will be paid by the Estate.

Chad Thornton
Chad Thornton
Heir

12-13-23
Date

Susan Thomson DeVictor
Susan DeVictor
Heir

12/13/2023
Date