

**SECOND DIVISION
DOYLE, P. J.,
DAVIS and WHITAKER, JJ.**

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September 17, 2026

In the Court of Appeals of Georgia

A26A0960. DICKERSON v. DICKERSON.

DOYLE, Presiding Judge.

In this estate administration case, Darrin Joseph Dickerson appeals from a superior court order reversing a probate court judgment that appointed him as the personal representative of the estate of his deceased brother, Stephen Herbert Dickerson. Darrin contends that the superior court erred by recognizing Stephen's foreign marriage to Erika Priscila Florencio Dickerson, who prevailed in the superior court on her caveat objecting to Darrin's petition for letters of administration. Because the superior court correctly ruled that Stephen's marriage to Erika was recognized by Brazilian law and had not been invalidated at the time of Stephen's death, we affirm.

The undisputed factual record reflects that Stephen was a pilot for UPS, regularly flying in and out of Brazil. In 2015, he met Erika, a Brazilian citizen, at a birthday party for a mutual friend. They soon began a romantic relationship and eventually lived together in Campinas, Brazil. In April 2021, during the COVID-19 pandemic, they decided to “make it official by getting married” in Brazil. Erika changed her name and obtained a Brazilian passport under her new name. Stephen left Brazil shortly thereafter and retired from his job, but he did not return, apparently due to travel restrictions during the pandemic. After leaving Brazil, Stephen resided in Effingham County.

In February 2023, Stephen died intestate unexpectedly, having maintained a long-distance relationship with Erika without telling friends or family about the marriage. That month, Darrin filed a petition for letters of administration in the Probate Court of Effingham County, seeking to become the administrator of Stephen’s estate. The petition listed Darrin and their mother as Stephen’s only heirs, and it represented that Stephen was not married at the time of his death. The next month, Erika filed a caveat and objection, seeking to be recognized as Stephen’s wife.

In November 2023, the probate court held a hearing, which included testimony from Erika, Darrin, a witness to the wedding, and Brazilian law experts testifying for each side. Following the hearing, the probate court ruled that the marriage was invalid because the publication of the marriage application was six days short of the fifteen days required by Brazilian law. Therefore, it denied Erika's caveat.

Erika filed a petition for review in the superior court. Based on the probate court record and additional oral argument, the superior court reversed the judgment of the probate court, ruling that a valid Brazilian marriage certificate had been issued (despite any procedural irregularity), and in the absence of any subsequent judicial invalidation, it was binding at the time of Stephen's death. Darrin now appeals.

In a single enumeration, Darrin contends that because of the procedural defects apparent under Brazilian law, the superior court erred by ruling that the marriage was valid and should be recognized under Georgia law. We disagree.

This case presents a question of law, which we review de novo. See *Chen v. Chen*, 362 Ga. App. 99 (866 SE2d 635) (2021). As a general principle, under OCGA § 1-3-9,

[t]he laws of other states and foreign nations shall have no force and effect of themselves within this state further than is provided by the

Constitution of the United States *and is recognized by the comity of states*. The courts shall enforce this comity, unless restrained by the General Assembly, so long as its enforcement is not contrary to the policy or prejudicial to the interests of this state.

(Emphasis added.) Consistent with this,

[w]hile the full faith and credit clause does not apply to judgments and decrees of foreign countries, we may nonetheless recognize and enforce foreign judgments by application of the doctrine of comity. ... [A] judgment rendered by a court having jurisdiction of the cause and of the parties, upon regular proceedings and due notice or appearance, and not procured by fraud, in a foreign country, by the law of which, a judgment of one of our own courts, under like circumstances, is held conclusive of the merits, is conclusive as between the parties in an action brought upon it in this country, as to all matters pleaded and which might have been tried in the foreign court. It is also required that the foreign judgment be grounded on those fundamental concepts of justice [and public policy] to which we are accustomed. ... In examining such a contention, we are not so concerned with whether the rule applied by the foreign court is precisely the same as under Georgia law, as we are primarily concerned with whether the foreign rule is consistent with or repugnant to our underlying goals, values, and objectives.

Knothe v. Rose, 195 Ga. App. 7, 8 (392 SE2d 570) (1990) (cleaned up). See also *Christopher v. Christopher*, 198 Ga. 361, 377(2) (31 SE2d 818) (1944) (“Comity alone could authorize recognition of the Mexican divorce.”).

With respect to marriage, “[t]he status ... is a personal one, and its validity is conclusively determined by the law of the State creating it; and if validly created there, it will be recognized and given effect here, though the procedure by which it was created under the foreign law is different from that required here.” *Watson v. Watson*, 208 Ga. 512, 517(3) (67 SE2d 704) (1951) (citation omitted; discussing the validity of an out-of-state adoption).

Here, Darrin argues that the marriage certificate was invalid because it was issued before the elapse of the required 15-day notice period under Brazilian law.¹ But assuming that the notice period had not elapsed, both parties’ experts testified that under Brazilian law, the marriage certificate remains valid and binding once issued until a subsequent judicial act invalidates it.² For example, after identifying what he

¹ Neither party submitted Brazilian law, instead relying on the testimony of witnesses qualified as experts in Brazilian law. Both experts explained that the law requires a 15-day public proclamation period prior to issuance of the marriage license.

² The marriage certificate itself did not reflect the publication date.

characterized as procedural flaws, Darrin's legal expert testified that "[t]his is enough grounds to request the invalidation of the marriage before a Brazilian judge." He nevertheless agreed that the marriage certificate had been issued, such that "until the judge decides that it's invalid [in a subsequent proceeding], it is valid." Similarly, Erika's expert testified that "we do have a valid marriage certificate ... [n]o question about that. ... Only a [Brazilian] judge's decision could [invalidate it]."

Put simply, it is undisputed that the marriage certificate might have been voidable due to a procedural irregularity, but it is not void ab initio under Brazilian law. Nor was any proceeding initiated in Brazil to challenge the validity of the certificate before Stephen's death or at the time of the probate court proceeding. There is no allegation or evidence that the marriage certificate was obtained through fraud or deceit, that either party lacked capacity, or that it otherwise violated Georgia public policy. And even in cases of fraud or incapacity, Georgia law explicitly recognizes the distinction between void and voidable contracts. See generally OCGA §§ 13-3-24(a) ("The contract of ... a mentally incompetent person who has never been adjudicated to be ... mentally incompetent ... is not absolutely void but only voidable[.]"), 13-3-20(a) ("Generally the contract of a minor is voidable.");

Stoudemire v. HSBC Bank USA, 333 Ga. App. 374, 375 (776 SE2d 483) (2015) (“A void contract is one that has no effect whatsoever and is incapable of being ratified, while a voidable contract is one that is unenforceable at the election of the injured party.”); *Lively v. S. Heritage Ins. Co.*, 256 Ga. App. 195, 198(2) (568 SE2d 98) (2002) (“[F]raud does not automatically void a contract; rather, it renders it voidable at the election of the injured party.”) (citing OCGA § 13-5-5); *Mrozinski v. Pogue*, 205 Ga. App. 731, 736(3) (423 SE2d 405) (1992) (“[C]ontracts entered by minors ... are merely voidable but not void, and ... the minority of an individual does not in and of itself prohibit that individual from entering a contract.”).

In light of the undisputed status of the marriage certificate under Brazilian law, and the absence of a repugnancy to Georgia policy under principles of comity, the superior court correctly concluded that the probate court erred as a matter of law by failing to recognize Erika as Stephan’s legal spouse. Accordingly, we affirm the superior court’s judgment reversing the probate court.

Judgment affirmed. Davis and Whitaker, JJ., concur.