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SC Court of Appeals

ELECTRONICALLY FILED - 2023 Jan 23 11:04 AM - BEAUFORT - COMMON PLEAS - CASE#2021CP0700110

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|-------------------------|---|-------------------------------------|
| STATE OF SOUTH CAROLINA |) | IN THE COURT OF COMMON PLEAS |
| |) | |
| COUNTY OF BEAUFORT |) | FOURTEENTH JUDICIAL CIRCUIT |
| |) | |
| Aryanna Lucas, |) | Civil Action No.: 2021-CP-07-00110 |
| |) | |
| |) | ORDER GRANTING MOTION TO SET |
| vs. |) | ASIDE DEED AND MOTION TO |
| |) | ENFORCE SETTLEMENT |
| Shaun Birch |) | AGREEMENT |
| |) | |
| |) | |
| Defendants |) | |

This matter comes before this court on Plaintiff's Motions to Set Aside Deed and Enforce Settlement Agreement. A hearing was held on December 2, 2021, after which there was a temporary recess, and the hearing resumed on January 12, 2023. Attorney Haley Hubbard appeared on behalf of Plaintiff. Defendant Shaun Birch (hereinafter "Birch") and Cindy Garcia (hereinafter "Garcia") appeared pro se.

Plaintiff seeks an order setting aside the deed to certain property located at 13 Harold Drive, Beaufort, South Carolina 29906, conveyed from Birch to Cindy Garcia and declaring it null and void *ab initio* pursuant to S.C. Code Ann. Section 27-23-10(A). Plaintiff also seeks an order finding Birch in breach of the settlement agreement he entered into with Plaintiff and awarding attorneys fees and costs to Plaintiff pursuant to the terms of the settlement agreement. After considering the Motions, pleadings, applicable law, and all arguments presented at the hearing, The Court **grants** Plaintiff's Motions to Set Aside Deed and Enforce Settlement Agreement.

On July 26, 2021, the Court issued a judgment in favor of Plaintiff against Birch in the amount of three hundred forty-eight thousand, six hundred and ten dollars and seventy-seven cents (\$348,610.77). At the time the judgment was issued, Birch owned real estate in Beaufort County identified as 13 Harold Drive, Beaufort, South Carolina 29906 TMS R 100 024 000 0351 (hereinafter "13 Harold Drive"). On September 1, 2021, Birch executed a Quit Claim Deed for 13

Harold Drive conveying it to Garcia. This transfer occurred after the Plaintiff's judgment was entered and while all Birch's property was encumbered by Plaintiff's judgment. The Court finds that this transfer was invalid and orders that the deed conveying 13 Harold Drive to Garcia be set aside. This property shall be taken under execution of the judgment against Birch and sold at auction by the Beaufort County Sheriff to satisfy the judgment pursuant to S.C. Code Ann. § 15-39-610. This property is not the primary residence of the debtor.

Further, Birch is restrained from transferring, selling, converting, or otherwise disposing of any property (except exempt property under the homestead exemption) subject to and encumbered by Plaintiff's judgment.

Regarding Plaintiff's Motion to Enforce Settlement Agreement, Plaintiff and Birch entered into a settlement agreement following mediation on July 20, 2022, in an attempt to begin satisfaction of Plaintiff's judgment. After reviewing the settlement agreement and hearing arguments from Plaintiff's counsel and Birch, the Court finds that Birch is in breach of the settlement agreement as he has failed to satisfy any of the terms of the settlement agreement to which he agreed. Pursuant to the settlement agreement, Plaintiff is entitled to an award of attorneys fees and costs in the amount of six thousand, eight hundred thirty-five dollars and thirty-six cents (\$6,835.36) to be paid by Birch.

IT SO ORDERED.

Marvin H. Dukes, III
Beaufort County Master in Equity

January __, 2023



Beaufort Common Pleas

Case Caption: Aryanna Lucas VS Shaun L Birch

Case Number: 2021CP0700110

Type: Master/Order/Other

So Ordered:

s/Marvin H. Dukes III #3069

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