

STATE OF SOUTH CAROLINA )  
 )  
 COUNTY OF HORRY )  
 )  
 CAREY GRAHAM AND )  
 RODNEY A. CHARDUKIAN, )  
 )  
 PLAINTIFFS, )  
 )  
 VS. )  
 )  
 MALCOLM M. BABB, BRENDA )  
 R. BABB, CABLE PLUS OF )  
 CAROLINA, INC., SOUTH BAY )  
 LAKES CABLE PARTNERSHIP, )  
 SOUTHBRIDGE CABLE )  
 TELEVISION, LLC, AND )  
 RENAISSANCE ENTERPRISES, )  
 INC., NOW KNOWN AS CONDO )  
 SERVICES, INC., )  
 )  
 DEFENDANTS. )  
 )  
 \_\_\_\_\_ )

IN THE COURT OF COMMON PLEAS  
 CIVIL ACTION NO.: 2004-CP-26-3498

ORDER DENYING MOTION  
 TO RECONSIDER AND INJUNCTION  
 (SUPPLEMENTAL PROCEEDING)

FILED  
 Horry County  
 2013 MAY 28 PM 12:55  
 MELANIE HUGHES-WARD  
 CLERK OF COURT

The Defendants Brenda Babb and Condo Services filed this Motion to reconsider my Order issued in supplemental proceedings against them as judgment debtors. The Defendants presented no affidavits in support of their motion.

In my prior order dated and filed March 14, 2013, I directed that the Defendant Babb's interest in Cable Plus of South Carolina, Inc., which is a 50% stock interest in the corporation, and the membership interest in Southbridge Cable Television, LLC, which is a 50% membership interest, shall be sold at public auction. The Defendant Babb argued that she other assets that satisfy the judgment, principally the income currently received by the Plaintiffs under the Judgment issued by the Court. The Defendant Babb did have bank accounts and two parcels of real property in Little River. She has transferred title to the real properties to her brother and she claims she has bank accounts. The Defendants' motion to reconsider is respectfully denied as the

Defendants have presented no evidence to support the Motion that was not presented earlier. The Defendant Brenda R. Babb shall be enjoined and restrained from taking any action in respect to such ownership interests being sold, pending further action of this Court.

The Plaintiffs moved for a restraining Order prohibiting the Defendants Brenda R. Babb and Condo Services, Inc. from hiding, secreting, or otherwise disposing of any assets that would be available to satisfy this judgment. The Defendants expressly agreed to the injunctive relief in open Court. It is therefore Ordered, Adjudged, and Decreed that the said Brenda R. Babb and Renaissance Enterprises, Inc., now known as Condo Services, Inc. are hereby permanently enjoined and restrained from hiding, secreting or disposing of any assets, bank accounts, cash, or any other real or personal properties, pending further order of this Court.

The Plaintiffs have informed the Court that they have found over \$400,000.00 that was in bank accounts at Carolina Coastal Bank in Myrtle Beach. It is therefore ordered that the Defendant Babb shall, within 20 days of the date of receipt of this Order, specify in writing, what she did with those proceeds including but not limited to the following information:

1. What happened to those proceeds, including but not limited to what other bank accounts the funds were transferred to, from the inception of the account opening to the present.
2. Where she maintained her bank accounts from 2008 until the present. For each bank account, she shall state the name of the Bank branch and office where she opened and/or closed the accounts, any bank officer assigned to her account, and the status and balance in each account at the present.
3. As to any account maintained for Renaissance Enterprises, Inc., also named as Condo Services, Inc., the Defendants shall name the Bank and account number for each and every account opened from 2003 until the present and the status and balance in each account at the present.

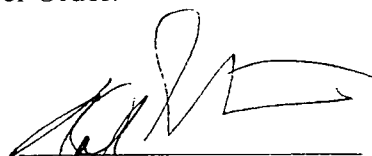
The Court is aware of the reluctance of the Defendants to produce this information. Upon the failure of the Defendants to comply, the Court shall issue sanctions for Contempt.

The Court previously ordered the Defendant Babb to pay the \$21,000.00 she received for payment of a promissory note this year to the Plaintiffs' attorney, Frank H. DuRant, as execution had already been served upon her. Such funds shall be paid within 10 days of the date of receipt of this Order, or I will notify the Defendant of a hearing date for contempt proceedings. At that hearing, the Defendant shall show cause, if any she can, why she should not be held in contempt for violating the Orders of this Court.

Finally, the Defendant Babb challenges the action of the Court because the Court did not issue a "Rule to Show Cause" before scheduling the supplemental hearing. A party is entitled under the South Carolina Rules of Civil Procedure to notify a party of any hearing by mailing the notice to the party's last known address. Babb received the notice and appeared at the supplemental hearing. The Motion is manifestly without merit once she appeared at the hearing. The challenge to my authority to hear the case was withdrawn by the Defendant Babb at the hearing.

It is therefore Ordered, Adjudged and Decreed that the Defendants' motion to reconsider is therefore denied. The Plaintiff shall be awarded their taxable costs and expenses, including the costs of the Court Reporter. The personal property attached shall be advertised for sale and sold by the Master of Equity for Horry County at the first possible date after notice of sale is published according to law, as provided in my earlier Order.

AND IT IS SO ORDERED.



Ralph Stroman  
Special Master

Conway, South Carolina  
May 28, 2013

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IN THE COURT OF COMMON PLEAS  
 CIVIL ACTION NO.: 2004-CP-26-3498

ORDER DENYING MOTION  
 TO RECONSIDER

FILED  
 Horry County  
 2013 MAY 28 PM 12:55  
 MELANIE HUGGINS-WARD  
 CLERK OF COURT

Date of Hearing: February 14, 2013  
 Appearances: Frank H. DuRant, Attorney for the Plaintiffs  
 William I. Diggs, Attorney for the Defendant Condo  
 Brenda R. Babb, Pro se

Nature of Motion

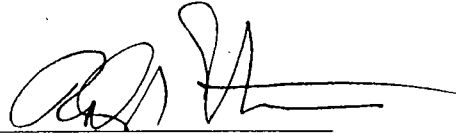
The Defendants Brenda Babb and Condo Services filed this Motion to Reconsider my Order denying their joint request for a Declaratory Judgment for the “Interpretation of Supplemental Agreement and Contract,” which is the written fee agreement of the Plaintiffs with their attorney, Frank H. DuRant, in this matter. The pro se Defendant Babb argued at this hearing that the fee agreement violated the Rules of Professional Responsibility that govern the practice of law in this state. She alleges the fee agreement is unreasonable as it applies to a contingent fee based upon the total judgment against the Defendants and the future revenues earned by the Defendants. She again alleges that she made no agreement to pay any attorneys’ fees to the

Plaintiffs' attorneys. That agreement was expressly rejected earlier by the Court as this is a derivative action and the agreement was expressly approved by Judge Cothran, when the Judgment was rendered against her. The only argument added by Babb was the allegation that the fee agreement violated Rule 1.5 of the Rules of Professional Conduct. She alleges the fee paid is "unreasonable." The Defendant submitted no affidavit from a member of the Bar that the written fee agreement was unreasonable. The Plaintiffs submitted the written fee agreement to Judge Cothran at the damages hearing, who examined the agreement and expressly approved the agreement. Judge Cothran, in his wisdom, was well aware of the litigious nature of the Babb and Condo and made very specific and details instructions concerning disbursements and accounting of funds. He directed that the Plaintiffs' be reimbursed for the costs and expenses they personally advanced on behalf of this action. The contingency fee increased from one third to forty percent due to Babb and Condo appealing the decision. Since Judge Cothran reviewed and approved the attorney's fee agreement in its judgment and this issue was not challenged upon appeal, the matter is res judicata as to those issues. Even if that were not the case, the agreement is in customary form for contingency fee agreements and there has been no complaint made by the Plaintiffs under the agreement. This is another belated attempt by Babb and Condo to seek review of a matter already decided by Court, which was not appealed. The Plaintiffs are entitled to an end to this litigation and I will not, in my discretion, review a matter already decided by the Court.

#### CONCLUSION

It is therefore Ordered, Adjudged and Decreed that the Defendants' motion to reconsider is therefore denied. There is no justiciable controversy before the Court. The Plaintiff shall be

awarded their taxable costs and expenses, including the costs of the Court Reporter.

A handwritten signature in black ink, appearing to be 'R. Stroman', written over a horizontal line.

Ralph Stroman  
Special Master

Conway, South Carolina  
May 28, 2013

STATE OF SOUTH CAROLINA )  
COUNTY OF HORRY )

IN THE COURT OF COMMON PLEAS  
CIVIL ACTION NO.: 2004-CP-26-3498

CAREY GRAHAM AND )  
RODNEY A. CHARDUKUKIAN, )  
PLAINTIFFS, )

VS. )

MALCOLM M. BABB, BRENDA )  
R. BABB, ET. AL, )  
DEFENDANTS. )

NOTICE OF SALE  
(Deficiency demanded)

FILED  
HORRY COUNTY  
2013 MAY 28 PM 12:55  
MELANIE HIGGINS-WARD  
CLERK OF COURT

Pursuant to the Order of the Honorable Ralph Stroman, Special Master for Horry County, dated and filed March 14, 2013 in the above entitled action,

The MASTER of Horry County will sell at public venue in the Horry County Judicial Center, 1301 Second Avenue in Conway, South Carolina, at 11:00 a.m. on Sales Day, July 1, 2013, the following personal property hereinafter described of the Defendant Brenda R. Babb, on the following terms: TO THE HIGHEST BIDDER, but before his bid is accepted, he will immediately deposit with the Master on his bid in cash or certified check, the sum of five (5%) of the bid, with the balance to be remitted within thirty (30) days after the sales day (but this shall not apply to a bid by the Plaintiff). THE PROCEEDS OF SALE shall be applied to the judgment due the Plaintiffs as provided in the judgment of this Court.


The personal property being sold is described as follows:

All of the stock interest of the defendant Brenda R. Babb in the Defendant Cable Plus of Carolina, Inc., the same being a 50% stock ownership in such Corporation and all of the ownership interest of the defendant Brenda R. Babb, in the Defendant Southbridge Cable Television, LLC, the same being a 50% membership interest in such limited liability company.

The Purchaser of such interest at sale, shall not be entitled to receive any dividend or distribution from either Cable Plus of Carolina, Inc. as a shareholder or from Southbridge Cable Television, LLC as a Member, unless and until the entire judgment in the original amount of \$997,000.00 from Brenda R. Babb and Renaissance Enterprises, Inc. now known as Condo Services, Inc. is paid and satisfied in full. Reference is made to the Judgment filed in this action for the specific restrictions upon the Defendant Brenda Babb right to receive distributions and dividends. The Purchaser will be required to sign an acknowledgement of this restriction before delivery of the stock and membership interest.

There is no warranty given to the Purchaser and the sale is "as is, where is" with no warranty of title or merchantability of title or ownership.

Deficiency Judgment is demanded, so the bidding will remain open for a period of 30 days after Salesday. In the event that the Purchaser should fail to comply with the bid at the end of the upset bid date, the property will be offered to the last highest bidder, but compliance with be immediate.

  
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Ralph Stroman  
Special Master

Conway, South Carolina  
May 28, 2013