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SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM HAMPTON COUNTY
Court of Common Pleas

Daniel DeWitt Hall, Circuit Court Judge

Case No. 2019-CP-25-00111
Appellate Case No.: 2023-001013

Renee S. Beach, as Personal Representative of the Estate of Mallory Beach,Respondent,

v.

Gregory M. Parker, Inc. d/b/a Parker’s Corporation, Richard Alexander Murdaugh, Richard Alexander Murdaugh, Jr., John Marvin Murdaugh, as P.R. of the Estate of Margaret Kennedy Branstetter Murdaugh, and Randolph Murdaugh, IV, as P.R. of the Estate of Paul Terry Murdaugh..... Defendants,

OF whom Richard Alexander Murdaugh is theAppellant.

**APPELLANT’S MEMORANDUM ADDRESSING THE ISSUE
OF THE APPEALABILITY**

INTRODUCTION

Appellant Richard Alexander Murdaugh (Murdaugh) submits this memorandum addressing the issue of the appealability of orders denying Murdaugh’s motion for relief from the lower court’s prior orders restraining Murdaugh’s use of his assets to allow Murdaugh to hire counsel to represent him in his criminal appeal (collectively the Orders). The Orders denying Murdaugh’s motion for relief and his motion to reconsider are not interlocutory orders but instead are final orders involving the merits and subject to immediate appellate review under S.C. Code

Ann. § 14-3-330(1) and (2) because the orders conclusively determine the question before the lower court; the question is collateral to, and independent of the merits of the litigation and will be effectively unreviewable on final appeal. *Doe v. Howe*, 362 S.C. 212, 216–17, 607 S.E.2d 354, 356 (Ct. App. 2004); *see also Mid-State Distribs., Inc. v. Century Importers, Inc.*, 310 S.C. 330, 335, 426 S.E.2d 777, 780 (1993) (“If there is some further act which must be done by the court prior to a determination of the rights of the parties, then the order is interlocutory.”) In addition, the orders are subject to appellate review under S.C. Code Ann. § 14-3-330(3) because the orders continue the court’s prior injunction restraining Murdaugh’s use of his own funds to hire appellate counsel in his criminal case.

PROCEDURAL HISTORY

On March 29, 2019, the Estate of Mallory Beach (Estate) filed a summons and complaint (Complaint or Lawsuit) seeking damages for the alleged wrongful death Miss Beach sustained in a boating accident that occurred on January 23-24, 2019. **Exhibit 1.** This complaint accuses Murdaugh of negligence by allowing his minor son Paul, the alleged driver of the boat, to use his other son’s driver’s license to purchase alcohol. The complaint also alleges claims of negligence against Parker’s convenience store, Luther’s bar in Beaufort, and other persons and entities.

On October 22, 2021, the Estate filed a motion for Temporary Injunction and Appointment of a Receiver (Motion for TRO) before ever obtaining a civil judgment in the Lawsuit. **Exhibit 2.** This Motion for TRO was filed soon after Murdaugh had been arrested on financial fraud charges, and asserted that Murdaugh had shown a pattern of deceit and fraud, claimed to be “broke” although he had a history as a successful trial lawyer, and that there were multiple other lawsuits pending against him.

On November 4, 2021, the lower court entered an Order Granting Temporary Injunction and Appointment of Receiver. (TRO) **Exhibit 3**. The TRO prohibits Murdaugh from “selling...transferring....disposing of” Alex Murdaugh Assets. On October 13, 2022, Murdaugh filed a Motion for Relief from Temporary Injunction (Motion for Relief) to permit liquidation of 401K retirement account to pay attorneys’ fees and costs to defend against murder and related charges involving the death of his wife Maggie and son Paul. **Exhibit 4**. On November 3, 2022, the lower court granted the First Motion for Relief and permitted Murdaugh to apply \$600,000 from his 401K account, with the remaining balance of approximately \$400,000 to be deposited into the Receivership account. (Order Granting Relief), **Exhibit 5**.

On March 3, 2023, Murdaugh was found guilty of two counts of murder, and related weapons charges, and sentenced to life without parole. On March 21, 2023, Murdaugh filed a motion for payment of attorneys’ fees and costs from untainted funds to retain counsel of his choice to represent him in the appeal of his murder convictions and life sentences, asserting that he has an absolute constitutional right to use untainted funds to pay counsel. (Motion to Pay Attorneys from of Untainted Funds). **Exhibit 6**. On May 12, 2023, the lower court issued a Form 4 order stating that “After careful consideration Defendant RAM’s Motion for Payment of Attorneys’ Fees and Costs from Untainted Funds is denied.” (Order Denying Motion). **Exhibit 7**.

On May 19, 2023, Murdaugh filed a Motion for Reconsideration again asserting his constitutional right to use untainted funds to hire counsel of choice to represent him on the appeal of his criminal convictions. (Motion for Reconsideration), **Exhibit 8**. On June 9, 2023, the lower court issued a Form 4 Order denying the Motion for Reconsideration. (Order Denying Motion for Reconsideration) **Exhibit 9**. On June 22, 2023, Murdaugh filed a Notice of Appeal from the Order

Denying Second Motion for Relief and the order Denying Motion for Reconsideration. (Notice of Appeal) **Exhibit 10.**

ARGUMENT

The lower court's Orders denying Murdaugh's motion to pay attorneys from untainted funds and denying Murdaugh's motion for reconsideration are final orders addressing the merits of Murdaugh's claim to use his own untainted funds to retain counsel to represent him on the appeal of his murder convictions and are properly before this Court pursuant to S.C. Code Ann. section 14-3-330. Section 14-3-330 provides appellate jurisdiction for correction of errors of law of:

- (1) Any intermediate judgment, order or decree in a law case involving the merits in actions commenced in the court of common pleas...
- (3) A final order affecting a substantial right made in any special proceeding....; and
- (4) An interlocutory order or decree in a court of common pleas...continuing ...an injunction.

This Court has appellate jurisdiction to review the Orders under subsections 1 and 3, because the Orders are final rulings involving the merits and affecting a substantial right in a special proceeding. The Court's Orders are clearly final, and not interlocutory because there is nothing left for the Court to decide. In *Mid-State Distribs., Inc. v. Century Importers, Inc.*, 310 S.C. 330, 335, 426 S.E.2d 777, 780 (1993), the Court explained what constitutes an interlocutory appeal:

If there is some further act which must be done by the court prior to a determination of the rights of the parties, then the order is interlocutory. *Adickes v. Allison & Bratton*, 21 S.C. 245 (1884). If a judgment determines the applicable law while leaving open questions of fact, it is not a final judgment. *Good v. Hartford Accident and Indemnity Co.*, 201 S.C. 32, 21 S.E.2d 209 (1942)

There are no further acts that are required to be done before the lower court can make a final determination on Murdaugh's claim to untainted funds to retain counsel to represent him on appeal

from his criminal conviction. The lower court's Form 4 Orders do not contemplate anything further. The lower court has rendered its final decision.

Furthermore, under the collateral order analysis adopted by in *Doe v. Howe*, 362 S.C. 212, 216, 607 S.E.2d 354, 356 (Ct. App. 2005), an order is appealable if it (1) conclusively determines the question, (2) resolves an important question independent of the merits, and (3) is effectively unreviewable on appeal from a final judgment. Here, the lower court's rulings conclusively determined that Murdaugh does not have a constitutional right to use untainted funds to retain counsel of his choice to represent him during the appeal of his criminal convictions. This issue is totally independent from the underlying tort litigation involving the death of Mallory Beach. Therefore, the lower court's Orders are effectively unreviewable on appeal from the final judgment in the Lawsuit.

Lastly, the lower court refused to lift the injunction prohibiting Murdaugh from transferring or disposing of his assets to permit him to retain appellate counsel. This ruling in effect continues the injunction against Murdaugh and is subject to appellate review as an interlocutory order continuing an injunction under subsection 4.

CONCLUSION

The Orders denying Murdaugh's Motion to Pay Attorneys from Untainted Funds and denying Murdaugh's Motion for Reconsideration are not interlocutory orders but instead are final orders involving the merits and subject to immediate appellate review under section 14-3-330(1) and (2). The Orders are also subject to appellate review under section 14-3-330(3) because the Orders continue the court's prior injunction restraining Murdaugh's use of his own funds to hire appellate counsel in his criminal case.

Respectfully submitted,

s/ Richard A. Harpootlian

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July 12, 2023
Columbia, South Carolina

Renee S. Beach, as Personal Representative of the Estate of Mallory Beach v. Gregory Parker, Inc., a/k/a Parker's Corporation
Appellate Case No. 2023-001013
Appellant's Memorandum Addressing the Issue of the Appealability

EXHIBIT 1

*(Beach v. Parker's Summons &
Complaint, March 29, 2019)*

STATE OF SOUTH CAROLINA)
)
COUNTY OF HAMPTON)

IN THE COURT OF COMMON PLEAS
FOURTEENTH JUDICIAL CIRCUIT
CASE NO.: 2019-CP-25-

RENEE S. BEACH, as Personal)
Representative of the Estate of)
MALLORY BEACH,)

Plaintiff,)

v.)

**SUMMONS
Wrongful Death**

(Jury Trial Demanded)

GREGORY M. PARKER, INC. a/k/a)
PARKER'S CORPORATION d/b/a)
PARKERS 55, LUTHER'S RARE)
AND WELL DONE, LLC, KRISTY)
C. WOOD, JAMES M. WOOD, RICHARD)
ALEXANDER MURDAUGH, RICHARD)
ALEXANDER MURDAUGH, JR.;)
RANDOLPH MURDAUGH, III,)
Individually and as Trustee of the)
MURDAUGH RESIDENCE TRUST 2; and)
The MURDAUGH RESIDENCE TRUST 2,)

Defendants.)

TO THE DEFENDANTS ABOVE NAMED:

YOU ARE HEREBY SUMMONED and required to answer the Complaint herein, a copy of which is herewith served upon you, and to serve a copy of your Answer to said Complaint upon the subscriber at his office at 265 Barnwell Highway, Allendale, South Carolina, within thirty (30) days after the service hereof, exclusive of the day of such service, and if you fail to answer the Complaint within the time aforesaid, Plaintiffs will apply to the Court for the relief demanded in the Complaint and judgment by default will be rendered against you for the relief demanded in the Complaint.

GOODING AND GOODING, P.A.

By: s/Mark B. Tinsley

Mark B. Tinsley – S.C. Bar # 15597

P.O. Box 1000

Allendale, SC 29810

803-584-7676

Attorneys for Plaintiff

March 20, 2019

STATE OF SOUTH CAROLINA)
)
COUNTY OF HAMPTON)

IN THE COURT OF COMMON PLEAS
FOURTEENTH JUDICIAL CIRCUIT
CASE NO.: 2019-CP-25-

RENEE S. BEACH, as Personal)
Representative of the Estate of)
MALLORY BEACH,)

Plaintiff,)

v.)

**COMPLAINT
Wrongful Death**

(Jury Trial Demanded)

GREGORY M. PARKER, INC. a/k/a)
PARKER’S CORPORATION d/b/a)
PARKERS 55, LUTHER’S RARE)
AND WELL DONE, LLC, KRISTY)
C. WOOD, JAMES M. WOOD, RICHARD)
ALEXANDER MURDAUGH, RICHARD)
ALEXANDER MURDAUGH, JR.,)
RANDOLPH MURDAUGH, III,)
Individually and as Trustee of the)
MURDAUGH RESIDENCE TRUST 2, and)
The MURDAUGH RESIDENCE TRUST 2,)

Defendants.)

The Plaintiff alleges:

1. That she is the duly appointed Personal Representative of the Estate of Mallory Beach and that she is a beneficiary of the Estate.

2. That she and decedent were at all times relevant herein residents of the State of South Carolina.

3. Upon information and belief, Defendant Gregory M. Parker, Inc. a/k/a Parker’s Corporation d/b/a Parkers 55 (hereinafter “Parker’s”) is a foreign corporate entity which maintains agents and employees, transacts business, owns and/or manages real estate, and otherwise is connected by ownership and operation to a gas station and convenience stores located South Carolina and for whose benefit a beer and wine sales permits were issued for their business.

4. Upon information and belief, Parker's has undertaken and is charged with duties of care at law by reason of their ownership, operation, marketing, management, maintenance, alcohol sales and other exercises of control over the subject Parker's gas stations and convenience stores, including the one located at 7021 Okatie Highway, Ridgeland, South Carolina.

5. That Parker's is a for-profit corporate entity and derives substantial revenues and profits from the sale of alcohol.

6. That Defendant Luther's Rare and Well Done, LLC (hereinafter "Luther's") is, upon information and belief, a business formed and existing under the laws of the State of South Carolina with its principal place of business in Beaufort County at 910 Bay Street, Beaufort, and at all times relevant hereto owned, operated and maintained a restaurant and bar, and for whose benefit a beer, wine, and liquor sales permit was issued for the business.

7. Upon information and belief, Luther's has undertaken and is charged with duties of care at law by reason of their operation, marketing, management, maintenance, alcohol sales, and other exercises of control over the subject restaurant and bar located at 910 Bay Street, Beaufort, South Carolina.

8. That Luther's is a for-profit corporate entity and derives substantial revenues and profits from the sale of alcohol.

9. That, upon information and belief, Defendants Kristy C. Wood and James M. Wood (hereinafter "Woods") are citizens and residents of the State of South Carolina.

10. That Defendant Richard Alexander Murdaugh is a citizen and resident of Hampton County, South Carolina.

11. That Defendant Richard Alexander Murdaugh, Jr. is a citizen and resident of the Hampton County, South Carolina.

12. That Randolph Murdaugh, III is a citizen and resident of Hampton County, South Carolina.

13. That Randolph Murdaugh, III, is Trustee of the Murdaugh Residence Trust 2, which is a South Carolina trust that owns two properties (hereinafter collectively referred to as “The Island”) in Beaufort County, South Carolina.

14. That Randolph Murdaugh, III, as Trustee of the Murdaugh Residence Trust 2, exercises, and has the duty and obligation to exercise, control of and access to The Island. Furthermore, at all relevant times, this defendant knew or should have know the that The Island was being used by minors as a place to illegally consume alcohol.

15. That Defendant Richard Alexander Murdaugh, Jr. is over twenty-one (21) years of age and knowingly and willfully allowed his younger brother, who is under the age of twenty-one (21), to use his driver’s license to purchase and consume alcohol illegally. Further, it was foreseeable that his minor brother would use the license to purchase alcohol for consumption by other minors and this defendant had actual knowledge that the license was so used.

16. That, at all pertinent times herein, Defendant Richard Alexander Murdaugh had knowledge or should have known that his minor son illegally purchased and consumed alcohol on a regular basis by using or displaying the driver’s license of his adult son, Defendant Alexander Murdaugh, Jr.

17. That, at all pertinent times herein, Defendant Richard Alexander Murdaugh knowingly and willfully allowed his minor son to illegally use Defendant Richard Alexander Murdaugh, Jr.’s driver license to purchase or consume alcohol and that it was foreseeable that his minor son would purchase alcohol for consumption by other minors.

18. That, at all pertinent times herein, Defendant Randolph Murdaugh, III, knowingly and willfully allowed The Island to be used by minors under the age of twenty-one (21) to illegally consume alcohol. Upon information and belief, there was also alcohol available for consumption that was consumed by minors at The Island.

19. That Defendant Randolph Murdaugh, III also undertook a duty to not provide a safe haven for minors to illegally consume alcohol, undertook a duty not to allow minors to leave The Island in an intoxicated state, and undertook a duty to supervise minors' consumption of alcohol so as not to allow them to unnecessarily endanger themselves or others, including Mallory Beach.

20. That this Court has jurisdiction over the parties hereto and in the subject matter hereof.

21. That on or about the 23rd day of February 2019 Parker's knowingly and willfully sold alcoholic beverages to Defendant Richard Alexander Murdaugh's minor son under the age of twenty-one (21), who shared the beverages with other minors, after the minor displayed the driver's license of his adult brother, Defendant Richard Alexander Murdaugh, Jr. The agent, servant or employee of Parker's who made the sale, knew or should have known that the license used by the minor to make the purchase was not his.

22. That the minors referenced in Paragraph twenty-one (21) consumed the alcohol from Parker's at The Island.

23. That the minors referenced in Paragraph twenty-one (21) became intoxicated after consuming the alcohol illegally purchased from Parker's.

24. That it is foreseeable that a minor who illegally purchases alcohol would share said alcohol with other minors and all the minors would become intoxicated.

25. That the minors referenced in Paragraph twenty-one (21) consumed alcohol on the Island prior taking a boat to a party at the Woods' home.

26. That on or about the 23rd day of February 2019, the Woods hosted a party at their home located in Beaufort County, South Carolina, at which the same minors under the age of twenty-one (21) were knowingly and intentionally served or caused to be served alcoholic beverages. Further, the Woods knew or should reasonably have known these people were between the ages of eighteen (18) and twenty (20). Additionally, the Woods undertook a duty not to provide a safe haven for the minors to illegally consume alcohol, undertook a duty not to allow the minors to leave their home in an intoxicated state, and undertook a duty to supervise the minors' consumption of alcohol so as not to allow them to unnecessarily endanger themselves or others, including Mallory Beach,

27. That while at the Woods home, the Woods provided and/or allowed the minors to consume alcohol, despite their increasing intoxication, and despite the knowledge that upon leaving their home, the minors would operate a boat with their faculties and judgment grossly and dangerously impaired.

28. That after the minors consumed alcohol at the Woods home, one of the minors drove to Luther's by boat.

29. That two of the minors were allowed into Luther's during the late hours of February 23, 2019, and/or early hours of February 24, 2019, and the agents and employees of Luther's negligently sold and served the minors alcohol, despite their being underage and intoxicated in violation of the laws of the State of South Carolina.

30. That while the minors were at Luther's, the agents and employees of Luther's negligently continue to sell and/or serve alcoholic beverages to the minors, despite their visible

intoxication, and despite the knowledge of these agents and employees that upon leaving the establishment, one or more of the minors would likely drive an automobile or boat with their faculties and judgment grossly and dangerously impaired.

31. That after leaving Luther's, at least one of the minors was operating the boat with several passengers in Archer's Creek when the boat collided with a bridge, thereby ejecting Mallory Beach from the boat and causing catastrophic injuries to her person, which ultimately lead to her death.

32. That Defendants were negligent, negligent per se, careless, reckless, grossly negligent, willful and wanton and acted intentionally at the times and places above mentioned in the following particulars:

As to Defendant Parker's

- a. In selling alcoholic beverages to a patron they knew or should have known was under the age of twenty-one (21);
- b. In failing to adequately train, supervise or monitor their employees;
- c. In hiring employees who were insufficiently trained or qualified for the responsibilities of their employment;
- d. In failing to implement policies and standards regarding the responsible sale and service of alcoholic beverages or, if so implemented, in failing to insure that those policies and standards were followed by their employees;
- e. In failing to follow generally accepted standards of care applicable to the sale and service of alcoholic beverages to members of the public;
- f. In failing to use the degree of care and caution that a reasonable and prudent person would have exercised under the same or similar circumstances; and
- g. In such other and further particulars as the evidence in trial may show;

As to Defendants Woods

- h. In knowingly and intentionally serving, or causing to be served, alcoholic beverages to a guest under the age of twenty-one (21);
- i. In allowing the consumption of alcoholic beverages by a guest under the age of twenty-one (21);
- j. In entrusting their home to minors so as to provide a place of “safe haven” for minors to consume alcohol in violation of the law and then operate a boat in an intoxicated state;
- k. In failing to use the degree of care and caution that a reasonable and prudent person would have exercised under the same or similar circumstances; and
- l. In such other and further particulars as the evidence in trial may show;

As to Defendant Luther’s

- m. In selling and/or serving and continuing to sell and serve alcoholic beverages to patrons when they knew or should have known the patrons were intoxicated;
- n. In selling and/or serving alcoholic beverages to minors when they knew or should have known the minors were under the age of twenty-one (21);
- o. In failing to adequately train, supervise or monitor their employees;
- p. In hiring employees who were insufficiently trained or qualified for the responsibilities of their employment;
- q. In failing to implement policies and standards regarding the responsible sale and service of alcoholic beverages or, if so implemented, in failing to insure that those policies and standards were followed by their employees;
- r. In failing to follow generally accepted standards of care applicable to the sale and service of alcoholic beverages to members of the public;
- s. In failing to use the degree of care and caution that a reasonable and prudent person would have exercised under the same or similar circumstances; and
- t. In such other and further particulars as the evidence in trial may show;

As to Defendant Richard Alexander Murdaugh

- u. In knowingly and willfully allowing his minor son, under the age of twenty-one (21), to use Richard Alexander Murdaugh, Jr.'s drivers license to purchase and consume alcohol;
- v. In failing to supervise his son when he knew or should have known that the minor was using another's license to purchase and consume alcohol; and
- w. In such other and further particulars as the evidence in trial may show;

As to Defendant Richard Alexander Murdaugh, Jr.

- x. In knowingly and willfully providing his minor brother, under the age of twenty-one (21), with his driver's license for the purpose of purchasing and consuming alcohol by minors, including his brother;
- y. In knowingly and willfully allowing his minor brother, under the age of twenty-one (21), to use his driver's license for the purpose of purchasing and consuming alcohol by minors, including his brother; and
- z. In such other and further particulars as the evidence in trial may show;

As to Defendants Randolph Murdaugh, III/The Murdaugh Residence Trust 2

- aa. In knowingly and willfully providing alcohol to or allowing minors to consume alcohol on the Island; and
- bb. In such other and further particulars as the evidence in trial may show;

all of which combined and concurred as a direct and proximate cause of the injuries and damages suffered by Plaintiff herein, said acts being in violation of the statute and common laws of the State of South Carolina.

33. That the Defendants owed Mallory Beach and the public at large common law and/or statutory duties of care or undertook these duties of care.

34. That the Defendants breached their duties as aforesaid.

35. That as a result of her death the beneficiaries of Ms. Beach have endured grief, sorrow, shock, wounded feelings, mental anguish, the loss of support, love and companionship, along with other damages as allowed by law.

36. That as a direct and proximate result of the acts and/or omissions of the Defendants, Mallory Beach met an untimely death and her beneficiaries have endured grief, sorrow, shock, wounded feelings, mental and emotional anguish and anxiety, and loss of the decedent's support, love, companionship and consortium.

WHEREFORE, Plaintiff prays for a joint and several award against the Defendants for actual and punitive damages, costs and attorneys fees.

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March 29, 2019

Renee S. Beach, as Personal Representative of the Estate of Mallory Beach v. Gregory Parker, Inc., a/k/a Parker's Corporation
Appellate Case No. 2023-001013
Appellant's Memorandum Addressing the Issue of the Appealability

EXHIBIT 2

(Motion for Temporary Injunction and
Appointment of a Receiver, October 22,
2021)

and any of the Buster Murdaugh Assets², in whole or in part, during the pendency and through the final resolution of this lawsuit, after a hearing. Plaintiff is informed and believes that contemporaneously with this filing other Plaintiffs in other pending actions involving Richard Alexander Murdaugh as a Defendant, who are similarly situated to this Plaintiff, will file Petitions seeking this same relief.

The grounds for the injunction sought by Plaintiff are that irreparable injury, loss or damage will result in the absence of an injunction to this effect. Further, the balance of the parties' respective equitable considerations clearly weighs in favor of granting temporary injunctive relief to prevent irreparable damage to Plaintiff's ability to recover financial damages from these Defendants for the wrongful death of her daughter. Therefore, a temporary injunction is warranted pursuant to Rule 65, SCRPC and South Carolina caselaw.

In addition, Plaintiff hereby moves the Court pursuant to S.C. Code §15-65-10(1) for an Order appointing John T. Lay, Jr., Esquire and Peter M. McCoy, Jr., Esquire as co-receivers over all of the Alex Murdaugh Assets and all of the Buster Murdaugh Assets (collectively, "the Subject Assets"), with the exclusive power and authority: (i) to investigate, identify and attempt to locate all of the Subject Assets; (ii) to collect, marshal and administer all of the Subject Assets; (iii) to accept service on behalf of Alex Murdaugh and/or Buster Murdaugh with respect to Alex

Murdaugh for the avoidance of doubt, the term "Alex Murdaugh Assets" includes any and all assets transferred, concealed, hidden, sold, encumbered, or otherwise disposed of which previously were owned, held or controlled by Alex Murdaugh, directly or indirectly and in whole or in part.

² For purposes of these motions, the term "Buster Murdaugh Assets" means any or all of the Alex Murdaugh Assets (as defined herein) and all other assets, interests, real property, personal property, rights, chattel and any other thing whatsoever without limitation which has value or can be monetized for value that were or will be gifted, inherited by, sold or in any other manner transferred to Buster Murdaugh from Alex Murdaugh or any other person, whether such transfer was direct or indirect, whether such transfer involved intermediary third persons that are alive, deceased, operating or defunct, whether such transferred assets are held, owned and/or controlled by Buster Murdaugh directly or indirectly and in whole or in part.

Murdaugh Assets and/or Buster Murdaugh Assets, as the case may be; (iv) to engage counsel on behalf of Alex Murdaugh and/or Buster Murdaugh as it relates to Alex Murdaugh Assets and/or Buster Murdaugh Assets, as the case may be; and (v) to take any and all steps necessary to identify, recover, protect, collect, preserve, receive, manage, liquidate, sell, administer and marshal, and to do all things incidental, necessary and/or appropriate thereto, all of the Subject Assets during the pendency and through the final resolution of this lawsuit. Further, Plaintiffs respectfully request that the Court appoint Amy L.B. Hill, Esquire with the law firm Gallivan, White & Boyd, P.A. to serve as legal counsel to the Co-Receivers (“Co-Receivers’ Counsel”) in this matter. The scope of the rights, powers and authority of the Co-Receivers and Co-Receivers’ Counsel and other particulars related thereto which Plaintiff seeks with this motion are more fully set forth in the Proposed Order, attached as Appendix I hereto.

The grounds for the appointment of the Co-Receivers and Co-Receivers’ Counsel are that Plaintiff has an apparent interest in the Subject Assets, and the Subject Assets are in danger of being lost or materially injured or impaired. Therefore, the appointment of the co-receivers is just and proper in the instant circumstances, as described below. *See* S.C. Code §15-65-10.

RELEVANT BACKGROUND

Alex Murdaugh has demonstrated an extraordinary pattern and practice of deceit and fraud in the handling of his assets and by his actions to misappropriate assets belonging to others. His pattern and practice involves carefully devised plans to defraud, to deceive and to conceal his actions when money is at issue. The following facts, evidence and matters of public record clearly show that Alex Murdaugh cannot and should not be trusted as to the handling of his assets going forward. There is good reason to believe that Alex Murdaugh, on his own accord and/or by and through his agents, representatives or attorney-in-fact, has improperly transferred, sold,

encumbered or otherwise disposed of assets improperly, thereby impairing Plaintiff's ability to recover damages in this action. The following facts, evidence and matters of public record demonstrate that injunctive relief and the receivership, as proposed by Plaintiff in the Proposed Order attached as Appendix I hereto, is necessary:

1. This lawsuit was initiated on March 29, 2019 and named Alex Murdaugh as a defendant. Since that time, multiple other civil lawsuits have been filed against Alex Murdaugh in South Carolina and are pending, including *Michael "Tony" Satterfield et al. v. Richard Alexander "Alex" Murdaugh*, et al., CA No. 2021-CP-25-00298 (the "Satterfield Lawsuit"), *Connor Cook v. Gregory M. Parker, Inc. a/k/a Parker's Corporation d/b/a Parkers 55, Tajeaha Cohen, Richard Alexander Murdaugh, and Richard Alexander Murdaugh, Jr.*, CA No. 2021-CP-25-00303 (the "Cook Lawsuit") and *Peters, Murdaugh, Parker, Eltzroth & Detrick, P.A v. Richard Alexander Murdaugh, Sr.*, CA No. 2021-CP-15-00603 (the "PPMED Lawsuit"), in which the plaintiffs seek significant financial damages. All of these lawsuits arise from or involve allegedly fraudulent and/or deceitful conduct by Alex Murdaugh. Plaintiff requests that the Court take judicial notice of the complaint filed in each of these civil lawsuits regarding the alleged fraudulent and/or deceitful conduct and the extent of financial damages sought.

2. Alex Murdaugh has also been charged with various crimes involving allegedly fraudulent and deceitful conduct, including falsifying a police report, a \$10 million insurance fraud scheme and conspiracy to commit insurance fraud as described in *State of South Carolina v. Richard Alexander Murdaugh*, Case Nos. 2021A2510100204, 2021A2510100206, 2021A2510100207, and obtaining property through false pretenses, as described in the arrest

warrant No. K235570 in *State of South Carolina v. Richard Alexander Murdaugh*. These thefts and attempted thefts are crimes of moral turpitude.

3. At Alex Murdaugh's bond hearing in criminal Case Nos. 2021A2510100204, 2021A2510100206, 2021A2510100207 on September 16, 2021, his lawyer Richard Harpootlian described Alex Murdaugh's "fall from grace" and represented that, at that time, Alex Murdaugh was essentially "broke" and, thus, was not a flight risk.

4. However, upon information and belief, Alex Murdaugh previously had significant wealth and assets generated by his partnership interest in the law firm Peters, Murdaugh, Parker, Eltzroth & Detrick, and other business endeavors, inherited by him, and given to him (or for his benefit in trust or through other vehicles). Upon information and belief, Alex Murdaugh, directly or indirectly, owned, owns or will own (or held, holds or will hold a beneficial interest in) the property known as Moselle, a 1,700 acre property located at 4147 Moselle Road, Islandton, South Carolina, as well as various other properties in Hampton County and Colleton County. Further, upon information and belief, Alex Murdaugh inherited assets from his father, Randolph Murdaugh III, who died on June 10, 2021 as well as inherited assets from his wife Margaret Murdaugh and his son Paul Murdaugh, who died on June 7, 2021. Further, upon information and belief, Alex Murdaugh has or will have an interest in The Randolph Murdaugh, III Trust dated June 23, 2020. Upon information and belief, these assets are significant; yet, according to Alex Murdaugh's lawyers, he has no assets as of the date of his bond hearing on September 16, 2021. It is further believed that Alex Murdaugh has undisbursed interests and proceeds in filed or unfiled cases or cases with his law firm or with outside firms by association, which proceeds will remain unknown and undiscovered without the efforts of the Co-Receivers as proposed.

5. At Alex Murdaugh's bond hearing on October 19, 2021 ("the October 19, 2021 Hearing"), the Honorable Clifton Newman determined that the circumstances surrounding his fraudulent and deceitful actions warrant that he be jailed without bond. In other words, Alex Murdaugh cannot be trusted out in the public and acting freely on his own accord.

6. Alex Murdaugh's ability to develop complex, creative schemes to steal and hide assets and to involve or use other people to assist him is clearly shown by his actions at issue in the Satterfield Lawsuit. Plaintiff craves reference to Exhibit A which contains copies of the checks for the settlement funds in *In re Gloria Satterfield*, where Alex Murdaugh was the defendant, made out to and cashed by "Forge". Upon information and belief, the "Forge" account was beneficially owned and controlled by Alex Murdaugh, and he converted or stole those funds. *See* Exhibit A – Checks Misappropriating Satterfield Settlement Funds.

7. Indeed, at the October 19, 2021 Hearing, the South Carolina Assistant Attorney General confirmed that, upon stealing more than \$3.4 million in settlement funds from the wrongful death lawsuit related to Gloria Satterfield's death, *In re Gloria Satterfield*, in 2020, Alex Murdaugh paid off a \$100,000 credit card balance in his name, transferred more than \$300,000 to his father, and transferred more than \$735,000 to himself. Questions remain as to where, how and to whom the balance of monies were transferred. Certainly if Alex Murdaugh is capable of apparently diverting stolen assets in this manner, he is also capable of diverting legitimate assets.

8. Alex Murdaugh has admitted that he attempted to frame his own murder on September 4, 2021 to collect a \$10 million insurance policy.

9. Plaintiff is informed that Alex Murdaugh is under investigation by governmental agencies for obstruction of justice following the boating accident and death of Mallory Beach that is the subject of this lawsuit and the Cook Lawsuit.

10. Plaintiff is informed and believes that Alex Murdaugh is under investigation by governmental authorities for additional fraudulent and deceitful conduct in various other personal and professional matters.

11. In addition, Alex Murdaugh's lawyer has confirmed that he is a person of interest in the murders of his wife and his son on June 6, 2021.

12. On September 16, 2021, Alex Murdaugh executed a durable power of attorney that purports to appoint Buster Murdaugh as his attorney-in-fact effective immediately and grant him broad powers "to perform all and every act and thing whatsoever", including "[t]o sell, assign, convey, pledge, mortgage and encumber . . . and generally manage, any and all property, both real and personal which [Alex Murdaugh] may own or acquire in the future from any source". See Exhibit B – Murdaugh Power of Attorney, pp. 1 and 3. This power of attorney was recorded in Hampton County, South Carolina on September 23, 2021.³ *Id.* Buster Murdaugh is also a named defendant in this lawsuit and in the Cook Lawsuit. While the power of attorney may have some legitimate purposes for someone unable to manage their own finances, the power of attorney also provides a mechanism for Buster Murdaugh to transfer, sell or otherwise handle Alex Murdaugh's assets in a manner that diverts the assets from the Plaintiff in this matter.

³ Plaintiff does not hereby make any representation as to the legal sufficiency of such power of attorney but references it in support of Plaintiff's position that Alex Murdaugh and Buster Murdaugh have taken actions which would aid the ability to hide, conceal, misappropriate, encumber, sell, transfer or otherwise dispose of assets.

13. Indeed, Alex Murdaugh and/or his agents, representatives or attorney-in-fact, including Buster Murdaugh, have already taken actions in furtherance of transferring and selling Subject Assets. Specifically, on September 23, 2021, Buster Murdaugh acted as Alex Murdaugh's agent and executed a satisfaction of a mortgage with a face value of \$970,354.00⁴ on a 42 acre property located in Hampton and Colleton Counties. *See Exhibit C – Murdaugh Mortgage Satisfaction dated September 23, 2021*. In addition, Alex Murdaugh's ownership interest in Green Swamp Club Inc., a hunting club that owns and operates approximately 7,000 acres adjacent to the Savannah River in Jasper County, was sold as of October 1, 2021. *See Exhibit D – Evidence of Sale of Stock in Green Swamp Club, Inc.*

14. Alex Murdaugh and/or his agents, representatives or attorney-in-fact, including Buster Murdaugh, also are presently taking actions in furtherance of selling his assets. This is demonstrated by the listing of the 2007 Grady White 306 motorboat (V.I.N. # 1W7B13231F1002871) which is, upon information and belief owned, directly or indirectly, by Alex Murdaugh and/or Buster Murdaugh, for sale on www.boattrader.com for \$115,000. *See Exhibit E – Listing of Murdaugh Boat for Sale*.

15. Alex Murdaugh and/or Buster Murdaugh own a home on Edisto Beach and failed to pay \$6,000 in property taxes for 2020, which are now considered delinquent. Further, more than \$7,000 in outstanding property taxes are owed for 2021 on the Edisto Beach property. Upon information and belief, this home is vacant and, if the back taxes are not paid by December 10, will be auctioned. *See Exhibit F – Records of Delinquent and Unpaid Property Taxes*.

⁴ The mortgage contract states that the principal may be up to 150% of the face value, or \$1,455,531.00. *See Ex. C – “Mortgage of Real Estate” at ¶1*. Alex Murdaugh was the Lender and J.M. Boulware was the Borrower. The amount of the mortgage balance that was satisfied and paid to Alex Murdaugh in connection with the September 23, 2021 Mortgage Satisfaction is not known. *See Ex. C*.

16. Upon information and belief, Buster Murdaugh was recently at the casino in the Venetian Hotel in Las Vegas, Nevada, as evidenced by the photo in Exhibit G attached. *See Exhibit G – Photo of Buster Murdaugh at Casino in October 2021.*

The facts and information described above show that Alex Murdaugh has engaged in repeated dishonesty, deception and fraud. He has shown that he will go to extraordinary lengths to misappropriate, steal, transfer or otherwise dispose of money in a manner that benefits him or his family, with complete disregard for the interests of third persons, including Plaintiff. Upon information and belief, only part of Alex Murdaugh’s complex financial maneuvers are known. Significant questions remain concerning where his assets have gone and when such assets were transferred or disposed. Accordingly, as further discussed below, an injunction and receivership is absolutely necessary in order to divest Alex Murdaugh and Buster Murdaugh of any ability to hide, conceal, encumber, sell or otherwise dispose of the Subject Assets and to locate, secure and preserve the same so that these Defendants may be held accountable in this lawsuit.

LEGAL AUTHORITY AND ARGUMENT

I. A preliminary injunction pursuant to Rule 65(a), SCRCP is warranted under the circumstances.

Courts consider two factors in determining whether to issue a temporary injunction: “First, the complaint must allege facts which appear to be sufficient to constitute a cause of action for injunction; and second, on the entire showing from both sides it must appear, in view of all the circumstances, that the injunction is reasonably necessary to protect the rights of the plaintiff in the pending litigation.” *Columbia Broad Sys. Inc. v. Custom Recording Co.*, 258 S.C. 465, 472, 189 S.E.2d 305, 308 (1972) (quoting *Transcon. Gas Pipeline Corp. v. Parker*, 252 S.C. 478, 480-81, 167 S.E.2d 313 (1960)). Courts must “balance the equities” between the parties based on the

particular facts presented. *See MailSource, LLC*, 356 S.C. at 368, 588 S.E.2d at 638; accord *Foreman v. Foreman*, 280 S.C. 461, 464-65, 313 S.E.2d 312, 314 (Ct. App. 1984). “When a *prima facie* showing has been made entitling plaintiff to injunctive relief, a temporary injunction will be granted without regard to the ultimate termination of the case on the merits.” *Id.* (quoting *D.W. Alderman & Sons Co. v. Wilson*, 69 S.C. 156, 48 S.E. 85 (1904)).

Here, Plaintiff has made a *prima facie* showing to satisfy both factors for the Court to grant a preliminary injunction. As to the first factor, the Complaint filed in this lawsuit alleges facts sufficient for the Court to conclude that Alex Murdaugh in his own right and/or Buster Murdaugh on his father’s behalf would continue to engage in willfully deceitful conduct resulting in irreparable harm to Plaintiff. Further, Plaintiff requests that the Court take judicial notice of the complaints filed in the Satterfield Lawsuit, the Cook Lawsuit and the PPMED Lawsuit and the criminal charges and allegations made by the State of South Carolina currently pending against Alex Murdaugh, which demonstrate his extraordinary pattern and practice of fraudulent and deceitful conduct.

Second, in view of all the circumstances and the extensive fraudulent, deceitful and wrongful actions of Alex Murdaugh, both known and yet to be fully known, the preliminary injunction is reasonably necessary to protect Plaintiff’s rights during the remaining term of this litigation. Even if Alex Murdaugh is limited in acting with regard to his assets, the power of attorney attached hereto as Exhibit B, purports to empower Buster Murdaugh to act as Alex Murdaugh’s agent in selling, transferring, encumbering and otherwise disposing of his assets. *See Ex. B*. The threat of further loss is demonstrated by the evidence that these Defendants have already disposed of and are actively acting to dispose of their assets. Further, any minimal harm to either Alex Murdaugh or Buster Murdaugh on account of enjoining their ability to hide, conceal,

misappropriate, sell, transfer or otherwise dispose of their assets themselves is greatly outweighed by the extraordinary losses of Plaintiff and the verified threat of further loss. The “balance of equities” clearly weighs heavily in favor of Plaintiff. *MailSource, LLC*, 356 S.C. at 368, 588 S.E.2d at 638; *Foreman*, 280 S.C. at 464-65.

Therefore, Plaintiff has made a *prima facie* showing as to the factors required for a preliminary injunction and the issuance of a preliminary injunction is proper and just. *See* Rule 65, SCRCPP; *see also Columbia Broad Sys. Inc.*, 258 S.C. at 472.

II. The Court should appoint a receiver over all of these Defendants’ assets.

South Carolina Code §15-65-10(1) states that a receiver may be appointed by a judge of the Circuit Court, either in or out of court:

(1) Before judgment, on application of either party, when he establishes an apparent right to property which is the subject of the action and which is in the possession of an adverse party and the property, or its rents and profits, are in danger of being lost or materially injured or impaired . . .

Plaintiff clearly has, at a minimum, an apparent right to the Subject Assets in this wrongful death action. The Subject Assets are currently in the possession of these Defendants and vulnerable to continued misappropriation, disposition, encumbrances, transfer or impairment of value by Alex Murdaugh and/or his attorney-in-fact, Buster Murdaugh, and other agents of Alex Murdaugh. The facts and circumstances surrounding Alex Murdaugh’s false pretenses and deceitful scheme to misappropriate money as alleged in the Satterfield Lawsuit, and as evidenced in Exhibit A, are just one example of the real threat that the Subject Assets may be materially injured or impaired. *See Ex. A – Evidence of Misappropriated Satterfield Funds*. Even in this matter, Alex Murdaugh is the subject of an investigation for obstruction of justice following the death of Mallory Beach; and there is no valid reason to trust that he has not already and/or will not in the future try to obstruct Plaintiff’s ability to recover damages from him or from Buster

Murdaugh. The recent execution of the Mortgage Satisfaction by Buster Murdaugh as Alex Murdaugh's agent (Ex. C), the recent sale of Alex Murdaugh's stock in Green Swamp Club Inc. (Ex. D) and the current attempts to sell his boat (Ex. E) show that time is of the essence to secure and preserve the Subject Assets.

Plaintiff knows and believes that Alex Murdaugh and his family had considerable assets and wealth, yet his lawyer represents that he is effectively broke. A receivership is warranted and necessary to determine where these assets have been transferred to and the manner by which they were disposed of. A receivership is necessary to attempt to recover these assets. To the extent the Co-Receivers are not appointed in this case, it will be very difficult to recover any of the Subject Assets that have already been or could be disposed of by Alex Murdaugh, Buster Murdaugh and/or their agents will be recovered, and there is the almost certain possibility that the Subject Assets will continue to be diverted.

In addition, as demonstrated by the findings and bond ruling of the Honorable Clifton Newman on October 19, 2021, the extent of his prior fraudulent and deceitful acts warrant he be jailed without bond. These same factors support placing the Subject Assets in receivership. Alex Murdaugh has done nothing to imbue trust that he will not impair or damage the Subject Assets in which Plaintiff has an interest; instead, the Subject Assets will be irreparably damaged or lost in the absence of an injunction and receivership.

For these reasons, Plaintiff has satisfied the standard set forth in S.C. Code §15-65-10(1). Appointment of a receiver over all of the Subject Assets, with broad power and authority to handle such assets in such a way as to preserve the Subject Assets during the term of this litigation until its final resolution, including all appeals, is just, proper and necessary for Plaintiff to have any chance of recovery against these Defendants.

Plaintiff is informed that a similar application to appoint Mr. Lay and Mr. McCoy as co-receivers, with Amy L.B. Hill, Esquire and Gallivan, White & Boyd, P.A. as their legal counsel, will be filed in the various other Circuits where the other civil lawsuits are currently pending.

CONCLUSION

For the foregoing reasons, Plaintiff respectfully requests that this Court GRANT her motion for temporary injunction prohibiting these Defendants from hiding, concealing, encumbering, transferring, selling or otherwise disposing of their assets. Further, Plaintiff respectfully requests that this Court GRANT her motion to appoint co-receivers and authorize them to act in the ways and with the rights, powers and authority as further set forth in the Proposed Order, attached as Appendix I.

These motions, and the relief sought herein, are based on and supported by the statutory and case law of South Carolina and the United States, the South Carolina Rules of Civil Procedure, the Court case file in this lawsuit, the pleadings in the other lawsuits of which Plaintiff has or may request that the Court take judicial notice, the Appendix I hereto, any memoranda submitted in support and exhibits thereto, oral arguments and such other information and affidavits that may be submitted to the Court.

Pursuant to Rule 11, SCRPC, I certify that consultation with the attorney for each of these Defendants would not serve any useful purpose.

[SIGNATURE ON NEXT PAGE]

Respectfully submitted,

GOODING AND GOODING, P.A.

By: s/Mark B. Tinsley
Mark B. Tinsley S.C. Bar #15597
P.O. Box 1000
Allendale, South Carolina 29810
Tel: (803) 584-7676
mark@goodingandgooding.com
Attorneys for Plaintiff

Dated: October 22, 2021

Exhibit A
Checks
Misappropriating
Satterfield
Settlement Funds

MOSS, KUHN & FLEMING, P.A.
TRUST ACCOUNT
BEAUFORT, SC 29901

24909

BB&T
BRANCH BANKING AND TRUST COMPANY
SOUTH CAROLINA
May 13, 2019

67-160-532

172997 Cash Item
Subject to Funds

DATE _____ 2,961,931.95

Two Million Nine Hundred Sixty-one Thousand Nine Hundred thirty-one Dollars and 95/100-----

PAY _____ DOLLARS \$

TO THE ORDER OF FORGE

MKS

⑆00024909⑆ ⑆053201607⑆

Seq: 20
Batch: 079841
Date: 05/15/19

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE

Seq: 00020 05/15/19
BAT: 079841 CC: 0057293100
WI: 01 LIPS: Atlanta Et
BC: Savannah Highway BC SCT-328

dba
Figs

* FEDERAL RESERVE BOARD OF RESERVATIONS REG. CC
The security features listed below are not as those
noted on the currency. Features:
Security Features: (Mark to check on the left column)
• Watermark: Visible from both sides of the bill.
• Color: The bill is printed in green and blue.
• Size: The bill is 6.14 inches wide and 2.63 inches high.
• Paper: The bill is made of 100% cotton.
• Serial Number: The serial number is printed in blue.
• Security Thread: A 3.5 inch long security thread is embedded in the bill.
• Microprint: The words "FEDERAL RESERVE NOTE" are printed in tiny letters around the perimeter of the bill.

MOSS, KUHN & FLEMING, P.A.
TRUST ACCOUNT
NO. DRAWN 007
BEAUFORT, SC 29901

25202

BB&T
BRANCH BANKING AND TRUST COMPANY
SOUTH CAROLINA
October 6, 2020

67-160-532

Check Only
Not Valid for Deposit

DATE _____

One Hundred Eighteen Thousand Dollars and No/100-----

118,000.00

PAY _____ DOLLARS \$

TO THE ORDER OF FORGE

⑈00025202⑈ ⑆053201607⑆

Deposited to the Account of
The Within Named Payee
Endorsement Guaranteed
Bank of America, N.A.

Seq: 182
Batch: 701481
Date: 10/06/20

Seq:00182 10/06/20
BAT:701481 CC:0057160000
WT:01 LTPS:Atlanta ET
BU:Gavce, Mark Place BC SC3 219

DO NOT WRITE BELOW THIS LINE
RECORDS SECTION

FEDERAL RESERVE BOARD OF GOVERNORS REG. NO. 109874
Member of the FDIC
SOUTH CAROLINA
BEAUFORT, SC 29901
MOSS, KUHN & FLEMING, P.A.
TRUST ACCOUNT
NO. DRAWN 007
BEAUFORT, SC 29901

Exhibit B Murdaugh Power of Attorney



202100001456
 Filed for Record in
 HAMPTON COUNTY SC
 MYLINDA NETTLES, COUNTY CLERK
 09-23-2021 At 04:39 pm.
 D-POA 25.00
 Book 495 Page 72 - 76
 Instrument Book Page
 202100001456 495 72

STATE OF SOUTH CAROLINA,)
)
 COUNTY OF HAMPTON.)

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that I, *RICHARD ALEXANDER MURDAUGH*, a citizen of Hampton County, South Carolina do hereby constitute and appoint my son, Richard Alexander Murdaugh, Jr. my true and lawful attorney for me and in my name, place and stead:

To lease, let, take possession, bargain, sell, assign, convey, pledge, mortgage and encumber, repair, insure and generally manage, any and all property, both real and personal, which I own, or may hereafter acquire from any source; to sign, execute and deliver any and all legal documents in connection therewith, and in all ways and in every way to deal with all property real and personal which I may at any time hereafter own, and with all rights or interest at any time owned or possessed by me with respect to any such property, and with all or any part of such property rights and interest in any and all lawful ways in which I could myself deal with such property, rights and interest, and each part thereof. To convey, waive, release and relinquish all and every dower rights, all and every homestead estates, and all and every rights under and by virtue of the homestead exemption laws. To deposit any monies received from any source whatever for me, and in my name with any bank, and to draw and deliver checks in my name against said monies and other monies to be deposited in my name or to my credit; to endorse, discount, sell, assign,

ELECTRONICALLY FILED - 2021 Oct 22 8:43 AM - HAMPTON - COMMON PLEAS - CASE#2019CP2500111

negotiate and extend upon such terms as my attorney may deem best, all checks, drafts, notes, bills of exchange, trade and bankers' acceptances, and other negotiable or nonnegotiable papers, payable to me or to my order; and to accept and pay any note, draft, check, trade acceptances or bills of exchange drawn upon me in relation to said matters; to sell, transfer, and assign all and any stock, or certificates thereof, standing in my name, and to collect all dividends, coupons and interest on any stock, bonds, or other securities now or hereafter owned by me; to ask, demand, sue for, recover, collect, settle, compound, compromise and adjust, by payment or otherwise, any and all debts, claims or demands due or to become due to me or against me, and to make, give and execute full release, acquittance or other discharge for the same, whether under seal or otherwise; to execute vouchers in my behalf for any and all allowances and reimbursements properly payable to me by the United States; to take possession and order the removal and shipment of any property from any post, warehouse, depot, dock or other place of storage or safekeeping, government or private; to execute any forms which may be necessary to effect any allotment of or deduction from any pay and allowances; to execute any form which I may be required to execute in connection with obtaining dependence allowances under any authority statutory or otherwise; to do all things necessary concerning any insurance policies, including the right to change beneficiary.

I do hereby give full power to perform all and every act and thing whatsoever including but not limited to decisions regarding my health and healthcare, requisite and necessary to be done in and about my affairs as full to all intents and purposes as I might or could do if personally present at the doing thereof, with full power of substitution or revocation, hereby ratifying and confirming all that my said attorney substitute shall lawfully do or cause to be done by virtue hereof. However, nothing herein shall be construed to allow my attorney in fact or any other person from entering into any agreement that can affect my right to a jury trial.

I HEREBY DECLARE, that any act or thing lawfully done hereunder by my said attorney, shall be binding on myself and my heirs, assigns, legal and personal representatives. I hereby ratify all that my attorney may do in the premise by virtue of this Power of Attorney, which shall remain in full force and effect until written notice of its revocation, signed by me, shall have been received by the grantee herein.

No person who may act in reliance upon the representations of my Attorney-in-Fact for the scope of authority granted to the Attorney-in Fact shall incur any liability as to me or my estate as a result of permitting the Attorney-in-Fact to exercise this authority, nor is any such person who deals with my Attorney-in-Fact responsible to determine or ensure the proper application of funds or property.

IT IS MY FURTHER INTENTION, that this Power of Attorney shall not be affected by physical disability or mental incompetence of the principal, which renders the principal incapable of managing his own estate.

IT IS MY FURTHER INTENTION, that all express words and terms, used herein granting powers and rights, be construed in their broadest sense to include all synonymous terms and implied powers thereunder.

My attorney in fact/power of attorney does not have the right, power, or authority to enter into any agreement, contract or any other document that removes, restricts or effects my right to a jury trial for any matter.

I, Richard Alexander Murdaugh, the principal, sign my name to this instrument this 16 day of September, 2021, and being first duly sworn, do hereby declare to the undersigned authority that I sign and execute this instrument as my Power of Attorney and that I sign it willingly, that I execute it as my free and voluntary act for the purposes therein expressed, and I am eighteen years of age or older, of sound mind, and under no constraint or undue influence.



RICHARD ALEXANDER MURDAUGH

We, James Gutter and Richard Harpeethan, the witnesses, sign our names to this the undersigned authority that the Principal signs and executes this instrument as and for his Power of Attorney and that he signs it willingly, and that each of us, in the presence and hearing of the Principal and in the presence and hearing of each other, hereby signs this Power of Attorney as witness to the Principal's signing, and that to the best of our knowledge the Principal is eighteen years of age or older, of sound mind, and under no constraint or undue influence.

[Signature]
James Gutter Address _____

[Signature] Address 19 _____

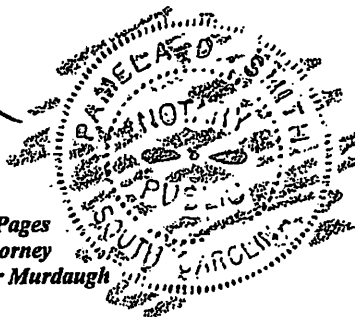
State of South Carolina)
County of Hampton)

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named, Principal, sign, seal and as his act and deed, deliver the within written Power of Attorney, and (s)he with Richard Harpeethan witnessed the execution thereof.

[Signature]

SWORN to before me this
16th day of September, 2021.

[Signature]
Notary Public for South Carolina
My Commission Expires: August 2022



**Exhibit C
Murdaugh
Mortgage
Satisfaction
dated
September
23, 2021**

STATE OF SOUTH CAROLINA)
)
COUNTY OF HAMPTON AND COLLETON)

Instrument Book Page
202100001469 613 49
MORTGAGE SATISFACTION

The undersigned being the mortgagee of record, the trustee of a deed of trust, or the legal representative, agent or officer, or attorney-in-fact of the mortgagee of record or the trustee of the trust, under a written agreement duly recorded, of either of the foregoing, certifies:

The debt secured by the mortgage/deed of trust from **J. M. BOULWARE** to **RICHARD ALEXANDER MURDAUGH, SR.** recorded in the office of the Clerk of Court of **HAMPTON** County in Book **525** at pages **132-138** and recorded in the office of the Clerk of Court for **COLLETON** County in Book **2117** at pages **225-231** is:

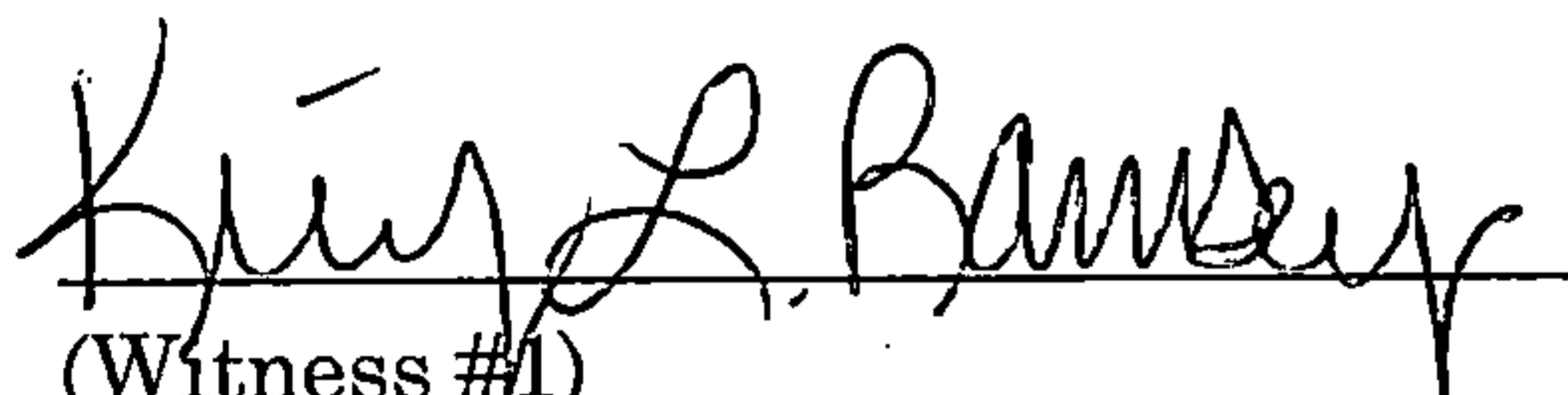
paid in full and the lien or the foregoing instrument has been released; or

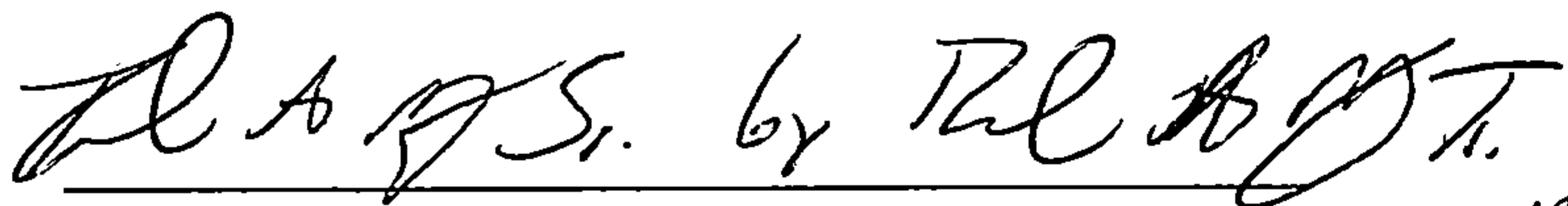
the lien of the foregoing instrument has been released.

The Clerk of Court or Register of Deeds may enter this cancellation into record.

Under penalties of perjury, I declare that I have examined this affidavit and, to the best of my knowledge and belief, it is true, correct, and complete.

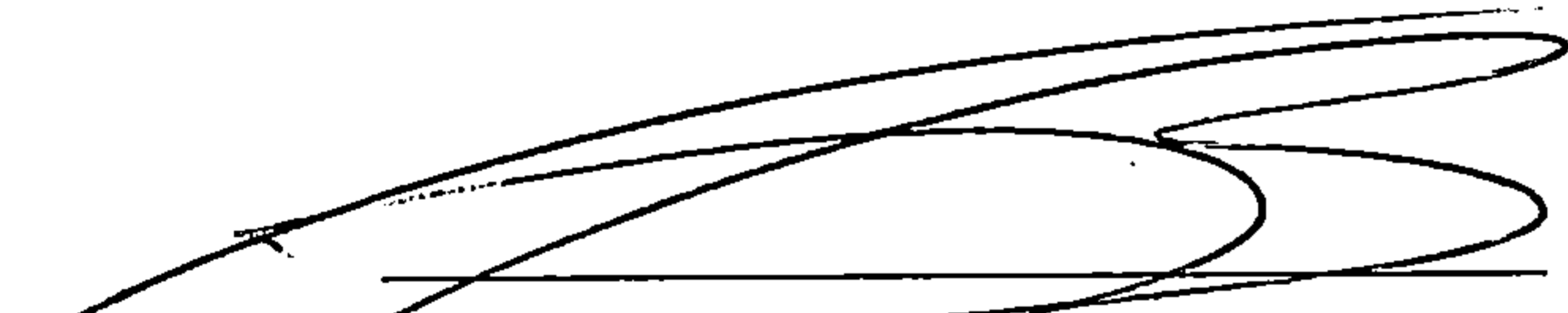
WITNESS my/our hand this 23rd day of September, 2021.


(Witness #1)



Richard Alexander Murdaugh, Sr. by Richard Alexander Murdaugh, Jr. as his Attorney in Fact. See POA recorded in the office of the Clerk of Court for Hampton County in book 495 at page 72 and in the office of the Clerk of Court for Colleton County in Book ___ at page ____.

Attorney
in
fact


(Witness #2)

201300000750
Filed for Record in
HAMPTON COUNTY SC
MYLINDA NETTLES, COUNTY CLERK
05-06-2013 At 05:02 PM.
R-MORTGAGE 13.00
Book 525 Page 132 - 138

STATE OF SOUTH CAROLINA)
)
COUNTY OF HAMPTON AND COLLETON)

MORTGAGE OF REAL ESTATE

Instrument Book Page
201300000750 525 132

This Mortgage is being executed in duplicate originals to facilitate recording in Hampton and Colleton Counties.

THIS MORTGAGE is made this 15th day of May, 2013, between **J. M. BOULWARE** (herein "Borrowers"), and **RICHARD ALEXANDER MURDAUGH, SR.** (herein "Lender") whose address is Post Office Box [redacted] Hampton, SC 29924.

WHEREAS, Barrett T. Boulware is indebted to Lender in the principal sum of **NINE HUNDRED SEVENTY THOUSAND THREE HUNDRED FIFTY FOUR AND NO/100 (\$970,354.00) DOLLARS**, which indebtedness is evidenced by Barrett T. Boulware's Note of even date herewith (herein "Note"), with the balance of the indebtedness, including principal and interest, if not sooner paid, due and payable on **December 31, 2013**.

TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums advanced in accordance herewith, to protect the security of this mortgage, and the performance of the covenants and agreements of Borrowers herein contained, Borrowers do hereby mortgage, grant, and convey to Lender all the real property described as follows:

SEE EXHIBIT A ATTACHED

**PREPARED BY ANDERSON & BROWN, LLC
P.O. BOX 576, HAMPTON, SOUTH CAROLINA 29924**

TOGETHER with all the estate, right, title, interest, claim and demand whatsoever of Borrowers of, in and to the said real property, and every part and parcel thereof; and with all improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, timber, forestry products, mineral, oil and gas rights and profits, water, water rights, and water stock, and heating and air conditioning equipment, plumbing, kitchen appliances, light fixtures, carpet and other equipment or fixtures now or hereafter attached to or used in connection with Property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by this Mortgage, and all of the foregoing, together with said Property are herein referred to as the "Property".

TO HAVE AND TO HOLD, all and singular the said Property unto the said Lender, its successors and assigns, forever, and the Borrowers do hereby covenant that Borrowers are seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, except as provided hereinabove, and that Borrowers will warrant and defend generally the title to the Property against all claims and demands subject only to easements and restrictions of record.

Borrowers and Lender covenant and agree as follows:

- 1. PAYMENT OF PRINCIPAL AND INTEREST.** Borrowers shall promptly pay when due the principal and interest on the indebtedness evidenced by the Note, and late charges as provided in the Note. Borrower shall promptly pay any and all future advances made to Borrower pursuant to §29-3-50 of the South Carolina Code, as amended. The maximum principal amount outstanding at any one time is not to exceed **150% OF THE ORIGINAL PRINCIPAL AMOUNT** plus interest thereon, all charges and expenses of collection incurred by Lender including Court costs and reasonable attorney's fees.

201300000750
ANDERSON & BROWN

Electronically Filed - 2013 05 06 05:02 AM - HAMPTON - COMMON PLEAS - CASE#201305000750

2. **CHARGES; LIENS.** Borrowers shall pay all taxes, assessments, and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage by Borrowers making payment, when due, directly to the payee thereof. Borrowers shall promptly furnish to Lender all notices of amounts due under this Paragraph, Borrowers shall make payment promptly, and Borrowers shall discharge any lien which has priority over this Mortgage, provided, that Borrowers shall not be required to discharge any such lien so long as Borrowers shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

3. **HAZARD OR PROPERTY INSURANCE.** Borrowers shall keep improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods of the loan. All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause.

4. **PRESERVATION AND MAINTENANCE OF PROPERTY.** Borrowers shall keep the Property in good repair and shall not permit or commit waste, impairment, or deterioration of the Property. It shall constitute a default under this Mortgage entitling the Lender, at its option and after notice and right to cure, to accelerate the entire unpaid balance of the indebtedness hereby secured if the Borrowers fail to fully and faithfully keep and perform, if applicable, each and every covenant, agreement and provision of any recorded Declaration of Restriction or rules and regulations pertaining to the property.

5. **PROTECTION OF LENDER'S SECURITY.** If Borrowers fail to perform the covenants and agreements contained in this Mortgage, including, but not limited to, payment of taxes and insurance premiums, or if any action or proceeding is commenced which materially effects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements, or proceedings involving a bankrupt or decedent, then Lender, at Lender's option, upon notice to Borrowers, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursements of reasonable attorney's fees and entry upon the Property to make repairs. Any amounts disbursed by Lender pursuant to this Paragraph, with interest thereon, shall become an additional indebtedness of Borrowers secured by this Mortgage. Such amounts shall be payable upon notice from Lender to Borrowers requesting payment thereof, and shall bear interest from the date of disbursements at the rate stated in the Note unless such amounts shall bear interest at the highest rate permissible by applicable law. Nothing contained in this Paragraph shall require Lender to incur any expense or do any act hereunder.

The Lender shall be subrogated to all right, title or equity of all persons to whom it may have paid monies, in settlement of liens, charges or in acquisition of title of, or for, Borrower's benefit hereunder, or for the benefit and account of the Borrowers at the time of making the loan evidenced by the aforementioned Note and by this Mortgage, or subsequently under any of the provisions herein.

6. **INSPECTION.** Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrowers reasonable notice prior to any such inspection.

7. **CONDEMNATION.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, of for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total or partial taking of the Property, the process shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrowers.

If the Property is abandoned by Borrowers or if after notice by Lender to Borrowers that the condemnor offers to make an award or settle a claim for damages, Borrowers fail to respond to Lender within thirty (30) days of the date of such notice, Lender is authorized to collect and apply the proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

8. **BORROWERS NOT RELEASED.** Extension of the time for payment or amortization of the sum secured by this Mortgage granted by Lender to Borrowers as to any successor in interest of Borrowers shall not operate to release, in any manner, the liability of the Borrowers and Borrower's successors in interest. Lender shall not be required

to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sum secured by this Mortgage by reason of any demand made by the Borrowers and Borrower's successor in interest.

9. FORBEARANCE BY LENDER NOT A WAIVER. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of such right nor preclude the right to subsequently exercise such right nor preclude the exercise of any other right to remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.

10. REMEDIES CUMULATIVE. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.

11. SUCCESSORS AND ASSIGNS BOUND; JOINT AND SEVERAL LIABILITY; CAPTIONS. The covenants and agreements herein contained shall bind and the rights hereunder shall inure to the respective successors and assigns of Lender and Borrowers, subject to the provisions hereof. All covenants and agreements of Borrowers shall be joint and several. The captions and headings of the Paragraphs of this Mortgage are for convenience only and are not to be interpreted or define the provisions hereof.

12. NOTICE. Any notice to Borrowers provided for in this Mortgage shall be given by mailing such notice by certified or registered mail addressed to Borrowers at the Property address. Except for any notice required under Paragraph 15, which shall be given to Borrowers in the manner prescribed by applicable law, any notice provided for in this Mortgage shall be deemed to have been given to Borrowers when given in the manner designated herein.

13. GOVERNING LAW; SEVERABILITY. This Mortgage shall be governed by the Laws of the State of South Carolina. In the event that any provisions or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Note are declared to be severable.

14. TRANSFER OF THE PROPERTY; ASSUMPTION. Any sale or change in possession of the real estate herein described or any part thereof without the written consent of Lender shall, at the election of the said Lender, constitute a default and render the entire indebtedness secured hereby immediately due and payable.

Borrower acknowledges that the loan secured hereby was made by the Lender in reliance upon other factors in addition to the value of the security.

15. ACCELERATION. In the event of a default in any of Borrower's obligation herein or in the Note secured hereby, Lender may declare all of the sums secured by this Mortgage immediately due and payable without further demand and may foreclose this Mortgage by judicial proceedings. Lender shall be entitled to collect in such proceedings all expenses of foreclosure, including, but not limited to, reasonable attorney's fees, and costs of documentary evidence, abstracts and title reports.

16. RELEASE. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrowers. Borrowers shall pay all costs of recordation, if any.

EXHIBIT A
(Property Description)

TRACT 1: The W. E. Mears tract, situate in the Counties of Colleton and Hampton, State of South Carolina, containing forty-two and one half (42.5) acres, more or less; bounded on the North by highland now or formerly of W. E. Mears; on the East by lands now or formerly of W. E. Mears; on the South by lands now or formerly of H. W. Duboise; and on the West by lands now or formerly of J. F. Gooding.

ALSO, the W. E. Mears tract, situate in the Counties of Colleton and Hampton, State of South Carolina, containing eleven (11) acres, more or less, according to a plat of survey of same made by J. H. Varn and W. H. Miley, Surveyors, in March 1903 and bounded on the Northeast by lands now or formerly of W. E. Mears; on the Northwest by lands now or formerly of F. A. Crosby; on the Southwest and East by lands now or formerly of D. A. Blodgett.

LESS AND EXCEPTING:

All that certain piece, parcel or tract of land containing, Thirty-Three and One Tenth (33.1) Acres, more or less, situate, lying and being in the County of Colleton, State of South Carolina, and being bounded, now or formerly as follows: On the Northeast by lands of Hannah Capers, et al, and lands of Helena K. Godley as Successor Trustee of E. K. Godley RLT, et al; On the Southeast by lands of Willis L. Kinard; on the Southwest by Salkehatchie River; and on the Northwest by lands of Helena K. Godley and Paul Alexy, III, conveyed to Helena K. Godley by Deed recorded in Deed Book 831 at Page 326 in the Office of the Clerk of Court for Colleton County, South Carolina.

TRACT 2: All that certain piece, parcel or tract of land, situate, lying and being in the Counties of Colleton and Hampton, State of South Carolina, containing fifty-seven (57) acres, more or less, and bounded on the Northeast by the upland portion of the tract herby conveyed, a blazed line on the outer edge of swamp being the line; on the Southeast by lands now or formerly of F. A. Crosby; on the Southwest by lands now or formerly of J. F. Gooding and lands now or formerly of W. M. E. Campbell; according to a survey of same made by Howard Wiswall, Jr., C. E.; together with the rights of way upon and across contiguous lands owned now or formerly of J. F. Rentz, for ingress and egress at any and all times, for men, teams, etc., with the right to build, construct, maintain and operate tramways and cartways upon and across said lands; being the same tract of land conveyed to Big Salkehatchie Cypress Company by J. F. Rentz by deed dated June 6, 1911, recorded in the Office of the Clerk of Court for Hampton on June 20, 1911, in Deed Book "20-D" at page 455' and recorded in the Office of the Clerk of Court for Colleton County on June 13, 1911 in Deed Book "37" at Page 270.

TRACT 3: ALL that certain piece, parcel or tract of land situate in the Counties of Colleton and Hampton, State of South Carolina, containing on hundred eighty-eight and one-half (188.5) acres, more or less, being bounded and described as follows: North by lands formerly of J. C. Rich; East by the upland of W. M. E. Campbell; South by lands formerly of Jacob F. Rentz and

lands now or formerly of C. A. Gray; and West by lands now or formerly of C. A. Gray. For a more accurate description of said property reference is craved to a plat made by J. L. M. Irby, Jr., C. E. dated the first day of October, 1913 being the tract conveyed to Big Salkehatchie Cypress Company by W. M. E. Campbell by deed dated October 9, 1913, recorded in the Office of the Clerk of Court for Colleton County on October 11, 1913, in Book of Deeds "38" at Page 250, less a 38 ½ acre tract of land described in that certain deed of Big Salkehatchie Cypress Company to W. M. E. Campbell dated October 9, 1913, recorded in the Office of the Clerk of Court for Colleton County on October 11, 1913, in Book "39" at Page 245;

SAVING AND LESS AND EXCEPTING

All that certain piece, parcel, or tract of land, containing Seventy-Three (73) acres, more or less, situate, lying, and being in the County of Colleton, State of South Carolina, and being bounded, now or formerly, as follows: On the Northeast by lands of Nell L. Laffitte and Margaret L. MacMillan, Trustees N. Lightsey on the Southeast, Northeast, and Northwest by lands of Courtland M. Rizer, Jr.; on the Northeast and Southeast by lands of Helena K. Godley; on the Southwest by the Salkehatchie River; and on the Northwest by other lands of the Lombard Partnership, conveyed to Helena K. Godley by Deed recorded in Deed Book 831 at Page 326 in the Office of the Clerk of Court for Colleton County, South Carolina.

TRACT 4: The J. C. Rich tract, situate in the Counties of Colleton and Hampton, State of South Carolina, containing ninety-eight (98) acres, more or less; bounded on the North by lands formerly conveyed to Delois A. Blodgett by H. F. Gowan, Trustee; East by lands now or formerly of A. S. Varn; South by lands now or formerly of J. C. Rich; and on the West by lands now or formerly of Mrs. Gray and Cope lands.

TRACT 5: The H. F. Gowan, Trustee, tract, situate in the Counties of Colleton and Hampton, State of South Carolina, containing two hundred and seventy-three and three-fourth (273 ¾) acres, more or less, the same being a part of a plantation or tract of land conveyed to H. F. Gowan in a trust by Dr. J. C. Rich on the 17th day of July, 1888, bounded North by lands now or formerly of J. T. Mears; on the East by lands now or formerly of J. C. Rich; on the South by lands now or formerly of J. C. Rich; on the West by lands now or formerly of Mr. Gray, J. C. Rich and Cope lands.

TRACT 6: All that piece, parcel or tract of land, situate, lying and being in the Counties of Colleton and Hampton, State of South Carolina, containing two hundred and thirty-two and three-fourths (232 ¾) acres, more or less, and bounded on the Northeast by lands now or formerly of Christian M. Mears, formerly of J. T. Mears; on the Southeast by lands now or formerly of the Estate of J. C. Rich, formerly of Dr. J. C. Rich on the Southwest by lands now or formerly of Ezekial Stokes; and on the Northwest by lands now or formerly of Dr. A. C. Varn; and being the same property conveyed by C. M. Mears to the Big Salkehatchie Cypress Company by deed dated May 25, 1917, and recorded in the Office of the Clerk of Court for Colleton County on the 11th day of June 1917, in Deed Book 44 at Page 213.

TRACT 7: All that certain piece, parcel or tract of land situate in the County of Hampton, State of South Carolina, containing seventy-one (71) acres, more or less, and bounded on the Northeast by lands now or formerly of J. T. Mears; Southeast by lands now or formerly of W. O. Thompson Southwest by uplands now or formerly of E. C. Mew; and on the Northwest by lands now or formerly of Jacob A. Lightsey. For a more full and accurate description of said property reference may be had to plat of survey of same made by H. Wiswall, J., C. E., dated April 26, 1911; being the same property conveyed to Big Salkehatchie Cypress Company by E. C. Mew by deed dated June 6, 1911, recorded in the Office of the Clerk of Court for Hampton County in June 12, 1911, in Deed Book 30-D at Page 450.

TRACT 8: All the certain piece, parcel, or tract of land containing Twenty-Nine (29) acres, more or less, situate, lying and being in Hampton County, South Carolina, and being bounded, now or formerly, as follows: On the Northeast by the Salkehatchie River; On the Southeast by lands of the Lombard Partnership; On the Southwest by lands of Tuten; and on the Northwest by lands of the Lombard Partnership; This tract being shown as the southwesterly most portion of a Two Hundred Forty-Eight (248) acre tract (the portion lying Southwest of the main run of the Salkehatchie Swamp) on a plat prepared by W. H. Miley dated June 29, 1938, and recorded July 6, 1938 in Plat Book 3 at Page 33 in the Office of the Clerk of Court for Colleton County, South Carolina.

This is the same property conveyed to J. M. Boulware by deed of Barrett T. Boulware recorded April 9, 2009 in the office of the Clerk of Court for Hampton County, SC in Deed Book 350 page 116 and recorded April 8, 2009 in the office of the Register of Deeds for Colleton County, SC in Deed Book 1710 page 209.


TMS: 122-00-00-003 (Colleton County)

TMS: 146-00-00-004 (Hampton County)

It is the intention of the parties that the property mortgaged include all of the property encompassed by the above referenced tax map numbers, whether specifically described herein or not.

Exhibit D
Evidence of
Sale of Stock
in Green
Swamp Club,
Inc.

GREEN SWAMP CLUB INC

P.O. BOX 
TILLMAN SC 29943

Board Meeting 10-1-2021

Ted Wells absent all other members present. Meeting conducted by Vice President Pat Cofer.

Meeting called to order by Pat

Alex Murdough stock is being sold to a Mr Huguenin. Motion by Paul 2nd by Rhett to wave right to buy share passed 8-0


Newt McMillin is offering his share to club. Motion by Rhett for club to buy share, 2nd by Hubert motion passed 8-0.

Discussion on number days a member may hunt during a week. Motion by Rhett 2nd by Marion to change section 1 of the Rules & Regulations to allow hunting 3 days a week. Effective 10-1-2021, Passed 8-0.

Discussion about 4 wheelers and side x sides using entrance off 321, which is banned by our access and egress agreement with the surrounding land owners.

4 wheelers going around gates.

GREEN SWAMP CLUB INC

P.O. BOX 
TILLMAN SC 29943

During the dog drive on Sept 25, 4 wheelers continue to drive the roads during the drive, against club rules. Four wheelers and trucks also ran over the berm installed to keep vehicles off the wet road, to allow it to dry out, damaging said road. Notice of road closure is and was posted in kitchen.

Motion by Pat 2nd by Hubert, Due to the **flagrant disregard** for club property and club rules, the following motion is made. Any guest driving over the berm or rutting up the closed roads will be banned from the club. Any guest driving a 4 wheeler or side by side on Pecon Hill and or Okeetee will be banned from club. If any stockholder is guilty of the same, the board will determine appropriate action. Passed 8-0.

Due to flagrant disregard of existing rules and safety concerns A motion By Jack, 2nd by Hubert to ban 4x4s and side by sides on dog drives, Passed 8-0

Meeting adjourned

Respectfully submitted

Jack Clem, Secretary

GREEN SWAMP CLUB INC


P.O. BOX 
TILLMAN SC 29943

Exhibit E Listing of Murdaugh Boat for Sale



2007 Grady-White Bimini 306

\$115,000

\$758/month [Payment Calculator](#)

[Pawleys Island, SC](#)

[Sell a boat like this](#)

— DETAILS

Year:	2007
Make:	Grady-White
Model:	Bimini 306
Class:	Saltwater Fishing
Length:	31'
Fuel Type:	Gasoline
Location:	Pawleys Island, SC

Hull Material: Fiberglass
Hull Shape: Sea V2

— DESCRIPTION

2007 Grady-White Bimini 306

This is a nice 2007 Grady White 306 Bimini. It has been repowered with 2016 Yamaha F300's that only have 300 hours on them. The Wesco aluminum trailer is included and in in good condition. Tire is being replaced.

Options on the boat include: New Cushions, Freshwater, Raw Water, Llvewell, Trim Tabs, Hard Top, Bow Cushions, Head with OB Discharge, Outriggers, Bottom Paint.

Electronics on the boat include: New Garmin Touchscreen GPS/Radar and Depth, FLIR Nightscope, Garmin Auto Pilot and Garmin VHF Radio.

Call today for more information or to schedule a showing.

+ MEASUREMENTS

Dimensions

Nominal Length: 30.5ft
Length Overall: 30ft
Max Bridge Clearance: 7.25ft
Max Draft: 1.58ft
Beam: 10.58ft

Weights

Dry Weight: 6,500Lb

Miscellaneous

Deadrise At Transom: 19.5deg

Tanks

Fresh Water Tanks: 32gal
Fuel Tanks: 306gal

Accommodations

Heads: 1

+ PROPULSION

Engine 1

Total Power: 300hp
Engine Type: Outboard-4s
Fuel Type: Gasoline

Engine 2

Total Power: 300hp
Engine Type: Outboard-4s
Fuel Type: Gasoline

+ MORE DETAILS**Engine Notes**

Yamaha twin engines available. Four-stroke engines also available. Max hp displayed as standard.

Disclaimer

The Company offers the details of this vessel in good faith but cannot guarantee or warrant the accuracy of this information nor warrant the condition of the vessel. A buyer should instruct his agents, or his surveyors, to investigate such details as the buyer desires validated. This vessel is offered subject to prior sale, price change, or withdrawal without notice.



2007 Grady-White Bimini 306

\$115,000

\$758/month [Payment Calculator](#)

Pawleys Island, SC

[Sell a boat like this](#)

DETAILS

Year: 2007
 Make: Grady-White
 Model: Bimini 306
 Class: Saltwater Fishing
 Length: 31'
 Fuel Type: Gasoline
 Location: Pawleys Island, SC

Hull Material: Fiberglass
Hull Shape: Sea V2

DESCRIPTION

2007 Grady-White Bimini 306

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Electronics on the boat include: New Garmin Touchscreen GPS/Radar and Depth, FLIR Nightscope, Garmin Auto Pilot and Garmin VHF Radio.

Call today for more information or to schedule a showing.

MEASUREMENTS

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Weights

Dry Weight:	6,500Lb
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Miscellaneous

Deadrise At Transom:	19.5deg
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Tanks

Fresh Water Tanks:	32gal
Fuel Tanks:	306gal

Accommodations

Heads:	1
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PROPULSION

Engine 1

Total Power: 300hp
Engine Type: Outboard-4s
Fuel Type: Gasoline

Engine 2

Total Power: 300hp
Engine Type: Outboard-4s
Fuel Type: Gasoline

MORE DETAILS

Engine Notes

Yamaha twin engines available. Four-stroke engines also available. Max hp displayed as standard.

Disclaimer

The Company offers the details of this vessel in good faith but cannot guarantee or warrant the accuracy of this information nor warrant the condition of the vessel. A buyer should instruct his agents, or his surveyors, to investigate such details as the buyer desires validated. This vessel is offered subject to prior sale, price change, or withdrawal without notice.

**Exhibit F
Record of
Unpaid Property
Taxes and
Notice of
Delinquent Sale**

AA

colletoncounty.org



enter search terms OK

BUSINESS RESIDENTS CALENDAR CITIES & TOWNS DEPARTMENTS & SERVICES ONLINE SERVICES CONTACT

TAX SALE

- DELINQUENT TAX OFFICE
- TAX SALE OVERVIEW
- 2019 TAX SALE LIST
- INSTRUCTIONS
- STATE LAW

2019 Delinquent Tax Sale

WHEN

Friday, December 10th, 2021
 9:00AM - 10:00AM | New Bidder Registration
 9:00AM - 10:00AM | Pick Up Bidder Cards (for Online Pre-Registered Bidders)
 10:00AM - Until | Tax Sale

WHERE

Colleton Civic Center
 494 Hampton Street
 Walterboro, SC 29488

MORE

- COVID-19 - We will be following all social distancing and face covering requirements per City of Walterboro ordinances.
- Property Listings (*Not yet available*)
- Online Bidder Pre-Registration (*Not yet available*) You may register in person the day of the sale, if you have not already registered.



NOTICE OF LEVY

STATE OF SOUTH CAROLINA

COUNTY OF COLLETON

IT IS ILLEGAL TO REMOVE UNTIL TAXES ARE PAID.
VIOLATORS WILL BE PROSECUTED.

OWNER: **MURDAUGH R ALEXANDER & MARGARET B**

NOTICE IS HEREBY GIVEN, that pursuant to tax execution issued to the COLLETON COUNTY TAX COLLECTOR, officially charged with the collection of delinquent taxes for the COUNTY OF COLLETON, STATE OF SOUTH CAROLINA, the COLLETON COUNTY TAX COLLECTOR has seized and taken exclusive possession of the following property:

Acres .99 Lots _____ Buildings _____

Location Lot 2 Block CF Tract 8-15-765

Recorded on County Records as Map# 354-03-00-024,000

Unless all delinquent taxes, assessments, penalties, and costs are paid in full, the above described property will be duly advertised and sold to the highest bidder at public auction on DECEMBER 10, 2021 to satisfy tax execution and taxes owed.

BY:
COLLETON COUNTY DELINQUENT TAX COLLECTOR
31 KLEIN ST., ROOM 306
WALTERBORO, SC 29466
(843)549-5433

DATE: OCTOBER 04, 2021

Exhibit G
Photo of Buster
Murdaugh at
Casino in
October 2021



APPENDIX I

PROPOSED ORDER GRANTING TEMPORARY INJUNCTION AND APPOINTING CO-RECEIVERS AND CO-RECEIVERS' COUNSEL

similar types of entities, options, bonds, rents, leases, annuities, contract rights, creditor rights, easements, chattel, livestock, mineral rights, any useful thing, liabilities capable of being re-characterized as assets, intellectual property, any rights to name, image or likeness, any publication rights to the events related in any way to this lawsuit and any other thing, right or interest without limitation that may be monetized for value, whether known or unknown, whether it is presently owned, held or controlled or was previously owned, held or controlled or will be owned, held or controlled in the future, whether actual or contingent, whether owned, held or controlled directly or indirectly and/or whether owned, held or controlled in whole or in part by Defendant Richard Alexander Murdaugh (“Alex Murdaugh”). For the avoidance of doubt, the term “Alex Murdaugh Assets” includes any and all assets transferred, concealed, hidden, sold, encumbered, or otherwise disposed of which previously were owned, held or controlled by Alex Murdaugh, directly or indirectly and in whole or in part.

The term “Buster Murdaugh Assets” as used in this Order shall mean any or all of the Alex Murdaugh Assets (as defined herein) and all other assets, interests, real property, personal property, rights, chattel and any other thing whatsoever without limitation which has value or can be monetized for value that were or will be gifted, inherited by, sold or in any other manner transferred to Defendant Richard Alexander Murdaugh, Jr. (“Buster Murdaugh”) from Alex Murdaugh or any other person, whether such transfer was direct or indirect, whether such transfer involved intermediary third persons that are alive, deceased, operating or defunct, whether such transferred assets are held, owned and/or controlled by Buster Murdaugh directly or indirectly and in whole or in part.

Temporary Injunction Granted

After careful consideration of the parties' written memoranda and arguments presented at the hearing, this Court finds that irreparable injury, loss or damage will result to Plaintiff in the absence of a temporary injunction prohibiting each of Defendant Alex Murdaugh and Defendant Buster Murdaugh from hiding, concealing, misappropriating, selling, encumbering, transferring, impairing the value of and otherwise disposing of any of the Alex Murdaugh Assets and any of the Buster Murdaugh Assets. Further, after careful consideration of all information presented to the Court, the Court finds that the balance of equities clearly weighs in favor of issuing a temporary injunction to prevent irreparable injury, damage or loss to Plaintiff's ability to recover damages from these Defendants for the wrongful death of her daughter. Therefore, this Court hereby issues a temporary injunction prohibiting each of Alex Murdaugh and Buster Murdaugh from hiding, concealing, misappropriating, selling, encumbering, transferring, impairing the value of and otherwise disposing of any of the Alex Murdaugh Assets and any of the Buster Murdaugh Assets, in whole or in part, during the pendency and through the final resolution of this lawsuit.

Appointment of Co-Receivers and Counsel; Scope and Terms of Receivership

After careful consideration of all information and arguments presented by the parties, this Court finds that Plaintiff's application to appoint the Co-Receivers is meritorious under the applicable statute because Plaintiff has an apparent interest in the Alex Murdaugh Assets and the Buster Murdaugh Assets, and the same are in danger of being lost or materially injured or impaired. Therefore, the Court hereby appoints Mr. Lay and Mr. McCoy as Co-Receivers over all Alex Murdaugh Assets and all Buster Murdaugh Assets and grants them the broad rights, powers and authority as set forth in this Order. In addition, the Court hereby appoints Amy L.B. Hill, Esquire

of Gallivan, White & Boyd, P.A. as counsel for the Co-Receivers in this matter, as further set forth herein.

The Court hereby grants, vests, imbues and otherwise empowers the Co-Receivers with the exclusive power and authority as to all of the Alex Murdaugh Assets and all of the Buster Murdaugh Assets (collectively, “the Subject Assets”), with the exclusive power and authority: (i) to investigate, identify and attempt to locate all of the Subject Assets; (ii) to collect, marshal and administer all of the Subject Assets; (iii) to accept service on behalf of Alex Murdaugh and/or Buster Murdaugh with respect to Alex Murdaugh Assets and/or Buster Murdaugh Assets, as the case may be; (iv) to engage counsel on behalf of Alex Murdaugh and/or Buster Murdaugh as it relates to Alex Murdaugh Assets and/or Buster Murdaugh Assets, as the case may be; and (v) to take any and all steps necessary to identify, recover, protect, collect, preserve, receive, manage, liquidate, sell, administer and marshal, and to do all things incidental, necessary and/or appropriate thereto, all of the Subject Assets during the pendency and final resolution of this lawsuit.

The Court’s granting of rights, power and authority by this Order is intended to be as broad as possible for the Co-Receivers to manage and decide all matters related in any way to the Subject Assets, to the express exclusion of any other person(s), except as expressly retained by this Court herein or that the Court is otherwise required to retain under applicable rules or law. In that regard, the Court expressly invalidates all powers of attorney or other grants of authority by Alex Murdaugh to Buster Murdaugh or any other person to act in any capacity with respect to the Subject Assets.

Without limiting any other provision of this Order, the broad rights, powers and authority granted by this Order are inclusive of, but not limited to, the right, power and authority to act in the following ways in with respect to Alex Murdaugh and Buster Murdaugh interests in the Subject

Assets, taking into consideration the cost benefit analysis and economic viability of performing the following acts, respectively: (a) collect all accounts receivable and all rents from any tenant of any Subject Asset; (b) change locks to all premises at which any of Alex Murdaugh Assets or any of Buster Murdaugh Assets are situated in order to secure Subject Assets; (c) open any mail addressed to any business or professional entity owned solely or in part by Alex Murdaugh or Buster Murdaugh with the exception that Co-Receivers will not open any mail associated with legal clients or legal cases handled by Alex Murdaugh; (d) redirect the delivery of any mail addressed to Alex Murdaugh or to any of his businesses or professional endeavors or to Buster Murdaugh as it may reasonably relate to Buster Murdaugh Assets, so that such mail may come directly to either Co-Receiver; (e) endorse and cash all checks and negotiable instruments payable to Alex Murdaugh, except paychecks for current wages; (f) endorse and cash all checks and negotiable instruments payable to Buster Murdaugh which may relate to the Subject Assets; (f) hire a real estate broker to sell any and all real property and interests in land which constitute an Alex Murdaugh Asset or an Buster Murdaugh Asset; (g) hire any person or company to move and store any and all physical or tangible Subject Assets; (h) insure any Subject Assets (but not the obligation to do so); (i) obtain from any financial institution, bank, credit union, savings and loan or title company, credit bureau, brokerage firm, custodian, investment adviser or any other third party, all financial records, bank statements, wire transfer records, checks and other financial documentation belonging or pertaining to Alex Murdaugh or concerning any Subject Asset of Alex Murdaugh or Buster Murdaugh; (j) obtain from any landlord, building owner or building manager where his or his business is a tenant, copies of the subject lease, lease application, credit application, payment history and copies of Alex Muddaugh's and Buster Murdaugh's checks, wire transfer records, Venmo records or other records of payment related to any such lease; (k) hire any

person or company necessary or appropriate to accomplish any right or power under this Order; (l) direct the liquidation, sale or transfer of any or all the Subject Assets; (m) take all action necessary to gain access to all storage facilities, safety-deposit boxes, real property, and leased premises wherein any of the Subject Assets may be situated, and to review and obtain copies of all documents related to the same; (n) obtain copies of all tax records, financial records and any other documents and information provided to a certified public accountant (CPA) by Alex Murdaugh, Buster Murdaugh and/or concerning any of the Subject Assets; (o) obtain all tax returns and any other documents associated therewith filed or submitted by Alex Murdaugh, individually or jointly with another person, and by Buster Murdaugh with all local, state and federal governments; (p) attempt to identify all Alex Murdaugh Assets already transferred by him to another person, including but not limited to the Buster Murdaugh Assets, and recover possession, custody, control and title to such assets for potential administration; (q) sign on behalf of Alex Murdaugh or Buster Murdaugh, as applicable, any and all documents related to the identification, collection, administration and disposition of any or all of Alex Murdaugh Assets and/or Buster Murdaugh Assets; (r) partition property owned by any group of persons which includes Alex Murdaugh or constitutes an Alex Murdaugh Asset and/or constitutes a Buster Murdaugh Asset; (s) institute, prosecute, compromise or defend civil suits and actions at law or equity related to any Alex Murdaugh Asset and/or to any Buster Murdaugh Asset in order to preserve such asset if such action is economically feasible considering the value of such Subject Asset; (t) pay from the Subject Assets all brokers, contractors, accountants, servants, administrators, representatives, process servers, consultants and attorneys considered by the Co-Receivers to be necessary or advisable in order for them to take the actions permitted and responsibilities under this Order; and

(u) take whatever other actions the Co-Receivers determine is incidental to, necessary or appropriate to protect and preserve Alex Murdaugh Assets and Buster Murdaugh Assets.

Based on the Court's experience in other receivership matters, and in an effort to streamline these proceedings, the Court expects the Co-Receivers to reasonably investigate the existence of all insurance coverages potentially available to Alex Murdaugh and Buster Murdaugh in receivership, including as an "additional insured" under coverage for another person.

The Court further orders that, as the Receiver Court, Alex Murdaugh and Buster Murdaugh, respectively, may not be sued in a civil matter outside this Court without obtaining the Co-Receivers' consent or an order of this Court prior to doing so. Likewise, Co-Receivers and Co-Receivers' Counsel may not be sued in their respective receivership capacities in a civil matter outside of this Court without obtaining the Co-Receivers' consent and/or the Co-Receivers' Counsel's consent, as the case may be, or an order of this Court prior to doing so.

The rights, powers and authority granted herein are in addition to, and not in lieu of, all powers vested in the Co-Receivers by applicable law or rule of the Court. The Co-Receivers shall be responsible only to the Court for the performance of the responsibilities as Co-Receivers. The Co-Receivers shall file reports with the Court only upon request of the Court or of a party to this action. The Co-Receivers and Co-Receivers' Counsel shall each serve without bond.

The Court further orders and hereby appoints Amy L.B. Hill, Esquire, of the law firm Gallivan, White & Boyd, P.A. to serve as counsel to the Co-Receivers in all matters associated with the Co-Receivers' duties, responsibilities, rights, powers and authority granted to them through this Order and any additional duties, rights, responsibilities, rights, power and authority vested in them under South Carolina law in regard to this matter.

This Court authorizes the Co-Receivers to, and expects that the Co-Receivers will, determine between them what, if any, division of actions they will permit to be undertaken by one of them and by Co-Receivers' Counsel. The Court does not require or expect that each and every action be undertaken by both Co-Receivers. The Co-Receivers may authorize or otherwise empower Co-Receivers' Counsel to do all things incidental to, necessary or appropriate to the duties, responsibilities, rights, power and authority granted to the Co-Receivers through this Order and any additional duties, rights, responsibilities, rights, power and authority vested in them under South Carolina law.

The rights, powers, and authority granted or created herein are effective immediately and shall remain effective until the final resolution of this litigation, including all appeals, or until a subsequent order of this Court terminating the same upon a showing of just cause or other applicable standard under South Carolina law.

AND IT IS SO ORDERED this ____ day of _____ 2021.

Daniel D. Hall, Circuit Court Judge

Renee S. Beach, as Personal Representative of the Estate of Mallory Beach v. Gregory Parker, Inc., a/k/a Parker's Corporation
Appellate Case No. 2023-001013
Appellant's Memorandum Addressing the Issue of the Appealability

EXHIBIT 3

(Order Granting Plaintiff's Motion for
Temporary Injunction and Appointment
of a Receiver, November 4, 2021)

easements, chattel, livestock, mineral rights, all useful things, liabilities capable of being re-characterized as assets, intellectual property, all rights to name, image or likeness, all publication rights to the events related in any way to Alex Murdaugh and contract rights and all other things, rights and interests without limitation that may be monetized for value, whether known or unknown, whether it is presently owned, held or controlled or was previously owned, held or controlled or will be owned, held or controlled in the future, whether actual or contingent, whether owned, held or controlled directly or indirectly and/or whether owned, held or controlled in whole or in part by Defendant Richard Alexander Murdaugh (“Alex Murdaugh”). For the avoidance of doubt, the term “Alex Murdaugh Assets” includes any and all assets transferred, concealed, hidden, sold, encumbered, or otherwise disposed of which previously were owned, held or controlled by Alex Murdaugh, directly or indirectly and in whole or in part.

The term “Buster Murdaugh Assets” as used in this Order shall mean any or all of the Alex Murdaugh Assets (as defined herein), as well as all intellectual property, all rights to name, image or likeness and all other publication and contract rights to the events related in any way to Alex Murdaugh and/or Buster Murdaugh, whether known or unknown, whether it is presently owned, held or controlled or was previously owned, held or controlled or will be owned, held or controlled in the future, whether actual or contingent, whether owned, held or controlled directly or indirectly and/or whether owned, held or controlled in whole or in part by Defendant Richard Alexander Murdaugh, Jr. (“Buster Murdaugh”) and all other assets, interests, real property including any and all rents, profits or value derived therefrom, personal property, rights, chattel and any other thing whatsoever without limitation which has value or can be monetized for value that were or will be gifted, inherited by, sold or in any other manner transferred to Buster Murdaugh from Alex Murdaugh or any other person, whether such transfer was direct or indirect, whether such transfer

involved intermediary third persons that are alive, deceased, operating or defunct, and whether such transferred assets are held, owned and/or controlled by Buster Murdaugh directly or indirectly and in whole or in part.

Temporary Injunction Granted

After careful consideration of the parties' written memoranda and arguments presented at the hearing, this Court finds that irreparable injury, loss or damage will result to Plaintiff in the absence of a temporary injunction prohibiting each of Defendant Alex Murdaugh and Defendant Buster Murdaugh from hiding, concealing, misappropriating, selling, encumbering, transferring, impairing the value of and otherwise disposing of any of the Alex Murdaugh Assets and any of the Buster Murdaugh Assets. Further, after careful consideration of all information presented to the Court, the Court finds that the balance of equities clearly weighs in favor of issuing a temporary injunction to prevent irreparable injury, damage or loss to Plaintiff's ability to recover damages from these Defendants for the wrongful death of her daughter. Therefore, this Court hereby issues a temporary injunction prohibiting each of Alex Murdaugh and Buster Murdaugh from hiding, concealing, misappropriating, selling, encumbering, transferring, impairing the value of and otherwise disposing of any of the Alex Murdaugh Assets and any of the Buster Murdaugh Assets, in whole or in part, during the pendency and through the final resolution of this lawsuit.

Appointment of Co-Receivers and Counsel; Scope and Terms of Receivership

After careful consideration of all information and arguments presented by the parties, this Court finds that Plaintiff's application to appoint the Co-Receivers is meritorious under the S.C. Code §15-65-10, the Court's equitable powers, and general principles of fraud and deceit under South Carolina law. Therefore, the Court hereby appoints Mr. Lay and Mr. McCoy as Co-Receivers over all Alex Murdaugh Assets and all Buster Murdaugh Assets and grants them the

broad rights, powers and authority as set forth in this Order. In addition, the Court hereby appoints Amy L.B. Hill, Esquire of Gallivan, White & Boyd, P.A. as counsel for the Co-Receivers in this matter, as further set forth herein.

The Court hereby grants, vests, imbues and otherwise empowers the Co-Receivers with the exclusive power and authority as to all of the Alex Murdaugh Assets and all of the Buster Murdaugh Assets (collectively, “the Subject Assets”), with the exclusive power and authority: (i) to investigate, identify and attempt to locate all of the Subject Assets; (ii) to collect, marshal and administer all of the Subject Assets; (iii) to accept service on behalf of Alex Murdaugh and/or Buster Murdaugh with respect to Alex Murdaugh Assets and/or Buster Murdaugh Assets, as the case may be; (iv) to engage counsel on behalf of Alex Murdaugh and/or Buster Murdaugh as it relates to Alex Murdaugh Assets and/or Buster Murdaugh Assets, as the case may be; and (v) to take any and all steps necessary to identify, recover, protect, collect, preserve, receive, manage, liquidate, sell, administer and marshal, and to do all things incidental, necessary and/or appropriate thereto, all of the Subject Assets during the pendency and final resolution of this lawsuit.

The Court’s granting of rights, power and authority by this Order is intended to be as broad as possible for the Co-Receivers to manage and decide all matters related in any way to the Subject Assets, to the express exclusion of any other person(s), except as expressly retained by this Court herein or that the Court is otherwise required to retain under applicable rules or law. In that regard, the Court expressly invalidates all powers of attorney or other grants of authority by Alex Murdaugh to Buster Murdaugh or any other person to act in any capacity with respect to the Subject Assets.

Without limiting any other provision of this Order, the broad rights, powers and authority granted by this Order are inclusive of, but not limited to, the right, power and authority to act in

the following ways with respect to Alex Murdaugh's and Buster Murdaugh's interests in the Subject Assets, taking into consideration the cost benefit analysis and economic viability of performing the following acts, respectively: (a) collect all accounts receivable and all rents from any tenant of any Subject Asset; (b) change locks to all premises at which any of Alex Murdaugh Assets or any of Buster Murdaugh Assets are situated in order to secure Subject Assets; (c) open any mail addressed to any business or professional entity owned solely or in part by Alex Murdaugh or Buster Murdaugh with the exception that Co-Receivers will not open any mail associated with legal clients or legal cases handled by Alex Murdaugh; (d) redirect the delivery of any mail addressed to Alex Murdaugh or to any of his businesses or professional endeavors or to Buster Murdaugh as it may reasonably relate to Buster Murdaugh Assets, so that such mail may come directly to either Co-Receiver; (e) endorse and cash all checks and negotiable instruments payable to Alex Murdaugh, except paychecks for current wages; (f) endorse and cash all checks and negotiable instruments payable to Buster Murdaugh which may relate to the Subject Assets; (f) hire a real estate broker to sell any and all real property and interests in land which constitute an Alex Murdaugh Asset or an Buster Murdaugh Asset; (g) hire any person or company to move and store any and all physical or tangible Subject Assets; (h) insure any Subject Assets (but not the obligation to do so); (i) obtain from any financial institution, bank, credit union, savings and loan or title company, credit bureau, brokerage firm, custodian, investment adviser or any other third party, all financial records, bank statements, wire transfer records, checks and other financial documentation belonging or pertaining to Alex Murdaugh or concerning any Subject Asset of Alex Murdaugh or Buster Murdaugh; (j) obtain from any landlord, building owner or building manager where his or his business is a tenant, copies of the subject lease, lease application, credit application, payment history and copies of Alex Muddaugh's and Buster Murdaugh's checks, wire

transfer records, Venmo records or other records of payment related to any such lease; (k) hire any person or company necessary or appropriate to accomplish any right or power under this Order; (l) direct the liquidation, sale or transfer of any or all the Subject Assets; (m) take all action necessary to gain access to all storage facilities, safety-deposit boxes, real property, and leased premises wherein any of the Subject Assets may be situated, and to review and obtain copies of all documents related to the same; (n) obtain copies of all tax records, financial records and any other documents and information provided to a certified public accountant (CPA) by Alex Murdaugh, Buster Murdaugh and/or concerning any of the Subject Assets; (o) obtain all tax returns and any other documents associated therewith filed or submitted by Alex Murdaugh, individually or jointly with another person, and by Buster Murdaugh with all local, state and federal governments; (p) attempt to identify all Alex Murdaugh Assets already transferred by him to another person, including but not limited to the Buster Murdaugh Assets, and recover possession, custody, control and title to such assets for potential administration; (q) sign on behalf of Alex Murdaugh or Buster Murdaugh, as applicable, any and all documents related to the identification, collection, administration and disposition of any or all of Alex Murdaugh Assets and/or Buster Murdaugh Assets; (r) partition property owned by any group of persons which includes Alex Murdaugh or constitutes an Alex Murdaugh Asset and/or constitutes a Buster Murdaugh Asset; (s) institute, prosecute, compromise or defend civil suits and actions at law or equity related to any Alex Murdaugh Asset and/or to any Buster Murdaugh Asset in order to preserve such asset if such action is economically feasible considering the value of such Subject Asset; (t) pay from the Subject Assets all brokers, contractors, accountants, servants, administrators, representatives, process servers, consultants and attorneys considered by the Co-Receivers to be necessary or advisable in order for them to take the actions permitted and responsibilities under this Order; and

(u) take whatever other actions the Co-Receivers determine is incidental to, necessary or appropriate to protect and preserve Alex Murdaugh Assets and Buster Murdaugh Assets.

Based on the Court's experience in other receivership matters, and in an effort to streamline these proceedings, the Court expects the Co-Receivers to reasonably investigate the existence of all insurance coverages potentially available to Alex Murdaugh and Buster Murdaugh in receivership, including as an "additional insured" under coverage for another person.

The Court further orders that, as the Receiver Court, Alex Murdaugh and Buster Murdaugh, respectively, may not be sued in a civil matter outside this Court without obtaining the Co-Receivers' consent or an order of this Court prior to doing so. Likewise, Co-Receivers and Co-Receivers' Counsel may not be sued in their respective receivership capacities in a civil matter outside of this Court without obtaining the Co-Receivers' consent and/or the Co-Receivers' Counsel's consent, as the case may be, or an order of this Court prior to doing so.

The rights, powers and authority granted herein are in addition to, and not in lieu of, all powers vested in the Co-Receivers by applicable law or rule of the Court. The Co-Receivers shall be responsible only to the Court for the performance of the responsibilities as Co-Receivers. The Co-Receivers shall file reports with the Court only upon request of the Court or of a party to this action. The Co-Receivers and Co-Receivers' Counsel, as designated below, shall each serve without bond.

The Court further orders and hereby appoints Amy L.B. Hill, Esquire, of the law firm Gallivan, White & Boyd, P.A. to serve as counsel to the Co-Receivers in all matters associated with the Co-Receivers' duties, responsibilities, rights, powers and authority granted to them through this Order and any additional duties, rights, responsibilities, rights, power and authority vested in them under South Carolina law in regard to this matter.

This Court authorizes the Co-Receivers to, and expects that the Co-Receivers will, determine between them what, if any, division of actions they will permit to be undertaken by one of them and by Co-Receivers' Counsel. The Court does not require or expect that each and every action be undertaken by both Co-Receivers. The Co-Receivers may authorize or otherwise empower Co-Receivers' Counsel to do all things incidental to, necessary or appropriate to the duties, responsibilities, rights, power and authority granted to the Co-Receivers through this Order and any additional duties, rights, responsibilities, rights, power and authority vested in them under South Carolina law.

No bond was offered by Alex Murdaugh or Buster prior to entry of this Order; however, the Court will entertain a future request for bond by Alex Murdaugh or Buster in an amount commensurate with the gravity of the allegations against each Alex and Buster, the facts of this case, potentially aggravating circumstances, and similar verdicts awarded in comparable cases in the county in which this matter is pending.

The rights, powers, and authority granted or created herein are effective immediately and shall remain effective until the final resolution of this litigation, including all appeals, or until a subsequent order of this Court terminating the same upon a showing of just cause or other applicable standard under South Carolina law.

AND IT IS SO ORDERED this ____ day of _____ 2021.

Daniel D. Hall, Circuit Court Judge



Hampton Common Pleas

Case Caption: Renee S. Beach , plaintiff, et al VS Gregory M. Parker, Inc. ,
defendant, et al
Case Number: 2019CP2500111
Type: Order/Appointment of Receiver

So Ordered

s/Daniel D. Hall 2753

Renee S. Beach, as Personal Representative of the Estate of Mallory Beach v. Gregory Parker, Inc., a/k/a Parker's Corporation
Appellate Case No. 2023-001013
Appellant's Memorandum Addressing the Issue of the Appealability

EXHIBIT 4

(Murdaugh's Motion for Relief from
Temporary Injunction, October 13, 2022)

STATE OF SOUTH CAROLINA
COUNTY OF HAMPTON

IN THE COURT OF COMMON PLEAS
FOURTEENTH JUDICIAL CIRCUIT

Renee S. Beach, as Personal Representative
of the Estate of Mallory Beach,

Civil Action No.: 2019-CP-25-00111

Plaintiff,

v.

**DEFENDANT RICHARD ALEXANDER
MURDAUGH'S MOTION FOR RELIEF
FROM TEMPORARY INJUNCTION**

Gregory M. Parker, Inc. a/k/a Parker's
Corporation d/b/a Parkers 55, Richard
Alexander Murdaugh, Richard Alexander
Murdaugh, Jr.; John Marvin Murdaugh, as
PR of the Estate of Margaret Kennedy
Branstetter Murdaugh, and Randolph
Murdaugh, IV, as PR of the Estate of Paul
Terry Murdaugh,

Defendants.

Defendant, Richard Alexander Murdaugh (Murdaugh) hereby moves the Court pursuant to this Court's Order Granting Temporary Injunction and Appointing Co-Receivers and Co-Receiver's Counsel entered November 4, 2021 ("Order"), to allow Murdaugh to pay attorneys' fees and costs from his 401K retirement account to defend against murder and related charges pending in Indictment Nos. 2022-GS-15-592 – 595. Murdaugh is scheduled for trial¹ on these charges beginning Monday, January 23, 2023, in the Colleton County Court of General Sessions. As discussed below, normally, Murdaugh's 401K account would not fall within the parameters of the Order, but the Receiver contends that if such amounts are withdrawn from the 401K account, those proceeds become subject to the Order. For this reason, Murdaugh requests the Court allow Murdaugh to direct the proceeds from his 401K account to pay his legal fees as described below.

¹ The trial is expected to last three (3) weeks.

In support of this Motion, Defendant states:

1. From January 1, 2000, to September 3, 2021, Murdaugh was a participant in Peters, Murdaugh, Parker, Elzroth & Detrick PA (PMPED) 401K Profit Sharing Plan. *Aff. Jeanne Seckinger*, ¶ 4, attached as **Exhibit 1**.
2. This profit-sharing plan is a matching contribution plan where PMPED's employee contributions are deducted directly from its employees' compensation prior to the employee having access to the same and matched with a PMPED contribution. *Id.* at ¶ 5.
3. Murdaugh contributed a portion of his compensation into the profit-sharing plan, which was matched by PMPED each year beginning in 2000 and ending in 2021. *Id.* at ¶ 6.
4. All funds contributed by Murdaugh into the 401K account came from PMPED's financial accounts prior to Murdaugh receiving the same and represented a portion of Murdaugh's compensation. *Id.* at ¶ 7.
5. Murdaugh did not contribute any funds into the 401K account that originated from any personal financial accounts or from any other financial accounts that were not owned by PMPED.
6. Murdaugh's 401K account is not subject to seizure or attachment by the Receiver or creditors. Specifically, S.C. Code Section 15-41-30 exempts a debtor's right to receive property that is traceable to a payment under a profit sharing plan from attachment, levy or sale issued by a court or bankruptcy proceeding.
7. Furthermore, to deny Murdaugh access to these funds to pay counsel of his choice would violate the 6th Amendment to the United States Constitution. See *Luis v. United States*, 578 U.S. 5, 10, 136 S. Ct. 1083, 1088, 194 L. Ed. 2d 256 (2016) (the pretrial restraint of

legitimate, untainted assets needed to retain counsel of choice violates the Sixth Amendment)

Based upon the foregoing, the Defendant respectfully requests that the Court modify the existing temporary injunction to permit Murdaugh to pay attorneys' fees and costs from his 401K profit-sharing account to defend him against the murder and other charges pending in *State v. Murdaugh*, 2022-GS-15-592 – 595.

Respectfully Submitted.

s/ Richard A. Harpootlian
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Attorneys for Richard Alexander Murdaugh

October 13, 2022
Columbia, South Carolina.

Renee S. Beach, as Personal Representative of the Estate of Mallory Beach v. Gregory Parker, Inc., a/k/a Parker's Corporation d/b/a Parkers 55, et al.

C/A No. 2019-CP-25-00111

Defendant Richard Alexander Murdaugh's Motion for Relief from Temporary Injunction

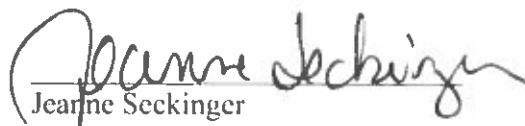
EXHIBIT A

(Affidavit of Jeanne Seckinger, August 9,
2022)


8. Alex did not contribute any funds into the 401k account that originated from any personal financial accounts, or from any other financial accounts that were not owned by PMPED.

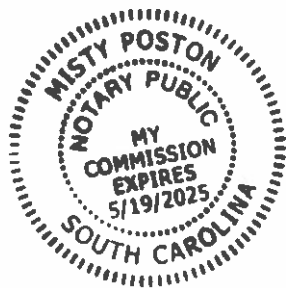
9. Under the 401k Profit Sharing Plan, Alex cannot access these funds unless he transfers his entire interest into a separate IRA roll-over account in his name. Alternatively, he can elect substantially equal installments over time.

I, Jeanne Seckinger, the undersigned acknowledge that after being placed under oath I make the above declaration of my own knowledge and belief and the statements herein are true to the best of my knowledge and belief. I further recognize, declare and verify that I am making the above declarations under the penalty of perjury that the foregoing is true and correct.


Jeanne Seckinger

Sworn to before me this
9th day of August, 2022.


Notary Public for South Carolina
My Commission Expires: 05/19/2025



Renee S. Beach, as Personal Representative of the Estate of Mallory Beach v. Gregory Parker, Inc., a/k/a Parker's Corporation
Appellate Case No. 2023-001013
Appellant's Memorandum Addressing the Issue of the Appealability

EXHIBIT 5

(Order Granting Murdaugh's First
Motion for Relief from Temporary,
November 3, 2022)

STATE OF SOUTH CAROLINA)
)
 COUNTY OF HAMPTON)
)
 Renee S. Beach, as Personal Representative of)
 the Estate of Mallory Beach,)
)
 Plaintiff,)
)
 v.)
)
)
 Gregory M. Parker, Inc. a/k/a Parker’s)
 Corporation, Richard Alexander Murdaugh,)
 Richard Alexander Murdaugh, Jr.; John)
 Marvin Murdaugh, as Personal Representative)
 of the Estate of Margaret Kennedy Branstetter)
 Murdaugh, and Randolph Murdaugh, IV, as)
 Personal Representative of the Estate of Paul)
 Terry Murdaugh,)
)
 Defendants.)
 _____)

IN THE COURT OF COMMON PLEAS
 FOURTEENTH JUDICIAL CIRCUIT

CASE NO.: 2019-CP-25-00111

ORDER

This matter is before me on motion dated October 13, 2022, by Defendant Richard Alexander Murdaugh (“Murdaugh”) seeking partial relief from this Court’s Order Granting Temporary Injunction and Appointing Co-Receivers entered November 4, 2021 (the “Motion”). Specifically, Murdaugh sought relief “to permit Murdaugh to pay attorneys’ fees and costs from his 401K profit-sharing account to defend him against the murder and other charges pending in *State v. Murdaugh*, 2022-GS-15-592 – 595.” Subsequent to the filing of the Motion, on October 21, 2022, the Co-Receivers with the consent of Murdaugh, filed a Consent Response to the Motion presenting mutually agreeable conditions subject to which the relief sought in the Motion should be granted. A hearing was held on October 25, 2022. This Court finds the Consent Response to be reasonably tailored to this Court’s prior findings and Orders. Therefore, it is hereby ORDERED that:

1. Murdaugh is hereby authorized to liquidate his individual retirement accounts and/or employer sponsored retirement account (hereafter collectively referred to as “401K Account”) in full and pay the resulting tax liabilities and penalties associated with the same, for the purpose of making \$600,000 in funds available for his criminal defense of the murder and other charges pending in *State v. Murdaugh*, 2022-GS-15-592 – 595 (“the criminal proceeding”);
2. According to the conditions mutually agreeable to Murdaugh and the Receivers pursuant to which this Order is entered, to the extent Murdaugh determines to liquidate his 401K Account for the purposes stated herein, he must liquidate it in its entirety;
3. The funds from any liquidation of Murdaugh’s 401K Account in full, net of tax liabilities and penalties, shall be distributed as follows:
 - a. Murdaugh may retain up to \$600,000 for the sole purpose of funding his criminal defense. Such funds shall be immediately transferred to his counsel to hold in trust and be used solely for legal expenses and costs associated with the defense of his criminal prosecution; and
 - b. The remainder of funds made available by Murdaugh’s liquidation of his 401K Account in full shall be provided to the Co-Receivers for deposit to the Receivership Estate for administration consistent with the Receivership as ordered by the Court.
4. At the conclusion of the criminal proceeding, Murdaugh’s counsel shall submit to this Court an accounting of all monies spent from the \$600,000 in proceeds from the 401K provided to them. To the extent any of Murdaugh’s 401K Account funds remain after the conclusion of any criminal trial and appeal thereof, such funds shall be provided to the Co-Receivers for the Receivership Estate; and

5. Murdaugh shall not use any money so withdrawn for any purpose other than those specifically described in this Order.

The Co-Receivers are hereby authorized to execute any such agreements as are necessary to effectuate the terms of this Order.

(Judge's Electronic Signature Page to Follow)



Hampton Common Pleas

Case Caption: Renee S. Beach , plaintiff, et al VS Gregory M. Parker, Inc. ,
defendant, et al
Case Number: 2019CP2500111
Type: Order/Relief

So Ordered

s/Daniel D. Hall 2753

Renee S. Beach, as Personal Representative of the Estate of Mallory Beach v. Gregory Parker, Inc., a/k/a Parker's Corporation
Appellate Case No. 2023-001013
Appellant's Memorandum Addressing the Issue of the Appealability

EXHIBIT 6

(Murdaugh's Motion to Pay Attorneys' Fees from Untainted Funds, March 21, 2023)

STATE OF SOUTH CAROLINA
COUNTY OF HAMPTON

IN THE COURT OF COMMON PLEAS
FOURTEENTH JUDICIAL CIRCUIT

Renee S. Beach, as Personal Representative
of the Estate of Mallory Beach,

Civil Action No.: 2019-CP-25-00111

Plaintiff,

**DEFENDANT RICHARD ALEXANDER
MURDAUGH'S MOTION FOR PAYMENT
OF ATTORNEYS' FEES AND COST
FROM UNTAINTED FUNDS**

v.

Gregory M. Parker, Inc. a/k/a Parker's
Corporation d/b/a Parkers 55, Richard
Alexander Murdaugh, Richard Alexander
Murdaugh, Jr.; John Marvin Murdaugh, as
PR of the Estate of Margaret Kennedy
Branstetter Murdaugh, and Randolph
Murdaugh, IV, as PR of the Estate of Paul
Terry Murdaugh,

Defendants.

INTRODUCTION

Defendant Richard Alexander Murdaugh (Murdaugh), by and through his undersigned counsel, hereby requests an order directing the Receivers to transfer \$160,000 from the Receiver's escrow account to pay for attorneys' fees and costs to appeal his recent convictions and sentence imposed in State v. Murdaugh, 2022-GS-15-592, 593, -594,-595. This court previously entered an order permitting Murdaugh to liquidate his 401(k) retirement account with \$600,000 of the funds to be used for the cost of defending the murders and related charges. The balance of funds from the liquidation of the retirement account, \$424,941.24, was deposited with the Receivers on or about December 22, 2022.

On March 3, 2023, Murdaugh was sentenced to two consecutive life sentences without parole following a six week trial that began on January 23, 2023, in Colleton County. Murdaugh through undersigned counsel filed a notice of appeal on March 9, 2023 (**Exhibit A**).

The funds received from Murdaugh's retirement account in defense of the murders and related charges at trial have been exhausted. Specifically, the undersigned paid \$518,722.50 in out-of-pocket defense costs and trial counsel received attorneys' fees in the amount of \$81,277.50. The undersigned will submit a full accounting of these expenses under seal if requested. The attorneys' fees received by counsel is grossly insufficient to cover the actual attorney's fees incurred preparing for and defending Murdaugh during the six week trial. The defense trial team consisted of four attorneys and two paralegals. In addition, there were attorneys and office support staff working off-site supporting the defense trial team. A conservative estimate of the total attorneys' fees incurred during the trial alone is \$700,000.¹ This does not include any compensation for legal services preparing the case for trial.

The undersigned requests \$160,000 to pay for fees and expenses to represent Murdaugh on appeal. Below is a breakdown of the request:

Description	Amount	Total
Court reporter trial transcript fee	\$26,392.50	\$26,392.50
Estimated cost of printing copies ² of the record on appeal and briefs	\$15,000.00	\$41,392.50

¹ A conservative estimate of 60 hours per week for four attorneys total 240 hours a week. Two hundred forty hours per week for six weeks amounts to 14,400 hours. Using an average hourly rate of \$500, the total fees for just the trial attorneys comes to \$700,000.

² By order dated August 25, 2021, the South Carolina Supreme Court suspended the requirement appellants file 15 copies of the record on appeal and final briefs. *See* Order 2021-08-25-03(b) (altering the number of copies required by Rules 210(b) and 211(a), SCACR). While the order does not require Murdaugh to provide any copies of a document at the time of filing, he is obligated to provide copies of the same upon order or request of the appellate court. Accordingly, the undersigned has included the expense that will be incurred should additional copies contemplated by Rules 210(b) and 211(a) be requested by the appellate court.

Legal analysis of trial transcript (80 hours @ \$500)	\$40,000	\$81,392.50
Legal research (40 hours @ \$500)	\$20,000	\$101,392.50
Preparation of briefs (80 hours @ \$500)	\$40,000	\$141,392.50
Prepare for oral argument (35 hours @ \$500)	\$17,500	\$158,892.50

MURDAUGH HAS A SIXTH AMENDMENT RIGHT TO HIRE THE COUNSEL OF HIS CHOICE FROM UNTAINTED FUNDS

The Sixth Amendment grants a defendant “a fair opportunity to secure counsel of his own choice.” Luis v. United States, 578 U.S. 5, 11 (2016); Powell v. Alabama, 287 U.S. 45, 53 (1932) (“It is hardly necessary to say that, the right to counsel being conceded, a defendant should be afforded a fair opportunity to secure counsel of his own choice.”). The restraint of legitimate, untainted assets needed by a defendant to retain counsel of choice violates the Sixth Amendment to the United States Constitution. Luis, 578 U.S. at 10. A defendant’s right to counsel of his choice, whom the defendant can afford to hire with “innocent” property, is a fundamental constitutional right. Id. at 12, 23. (“For the reasons stated, we conclude that the defendant in this case has a Sixth Amendment right to use her own ‘innocent’ property to pay a reasonable fee for the assistance of counsel.”).

Here Murdaugh has sufficient “innocent” property to pay the undersigned, his counsel of choice, to represent him in the appeal of his convictions and sentences. As noted above, \$424,941.24 from Murdaugh’s 401(k) retirement account was deposited into the Receivers’ escrow account. These funds are legitimate, untainted funds. Furthermore, the undersigned is informed and believes that there are additional funds that have been deposited into the Receivers’ escrow account that do not represent the proceeds from illegal activities.

In Luis, the Supreme Court observed that the effect of denying a defendant the right to use non-tainted funds to retain counsel of his choice would render the defendant indigent and place additional burdens on overworked public defenders. The Court explained,

These defendants, rendered indigent, would fall back upon publicly paid counsel, including overworked and underpaid public defenders. As the Department of Justice explains, only 27 percent of county-based public defender offices have sufficient attorneys to meet nationally recommended caseload standards. [citations omitted] And as one *amicus* points out, “[m]any federal public defender organizations and lawyers appointed under the Criminal Justice Act serve numerous clients and have only limited resources.” [citation omitted] The upshot is a substantial risk that accepting the Government’s views would—by increasing the government-paid-defender workload—render less effective the basic right the Sixth Amendment seeks to protect.

Id. at 21–22.

In South Carolina, the Division of Appellate Defense of the South Carolina Commission on Indigent Defense handles approximately 1,000 indigent appeals annually. <https://sccid.sc.gov/about-us/attorneys-appellate-defense>. Currently, there are ten appellate attorneys employed by the Appellate Defense Division. Id. This translates to an appellate workload of 100 appeals per attorney. If this court denies Murdaugh’s request, his appeal will fall upon the overworked attorneys and staff at the Division of Appellate Defense, costing taxpayer money, and diluting the limited resources away from defendants who are truly indigent.

CONCLUSION

Murdaugh has a fundamental constitutional right to hire counsel of his choice, whom he can afford to pay from untainted funds, to represent him in the appeal from the convictions and sentences of life imprisonment without parole. This court has under its control, through the court-appointed Receivers, Murdaugh’s untainted funds sufficient to pay the fees and costs of his appeal. The requested fees and costs are reasonable and necessary for the appeal. If the court does not grant this motion, the burden of representing Murdaugh will shift to the already overworked appellate public

defenders. This will erode the Sixth Amendment right to counsel for Murdaugh and the other clients of the Division of Appellate Defense, whose attorneys will be burdened with the appeal of Murdaugh's six week trial.

Respectfully submitted,

s/ Richard A. Harpootlian

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Attorneys for Richard Alexander Murdaugh

March 21, 2023
Columbia, South Carolina.

Renee S. Beach, as Personal Representative of the Estate of Mallory Beach v. Gregory Parker, Inc., a/k/a Parker's Corporation
Appellate Case No. 2023-001013
Appellant's Memorandum Addressing the Issue of the Appealability

EXHIBIT 7

(Order Denying Murdaugh's Motion to
Pay Attorneys' Fees from Untainted
Funds, May 12, 2023)

Renee S. Beach et al
PLAINTIFF(S)

Gregory M. Parker, Inc. et al
DEFENDANT(S)

DISPOSITION TYPE (CHECK ONE)

- JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.
- ACTION DISMISSED (CHECK REASON):** Rule 12(b), SCRPC; Rule 41(a), SCRPC (Vol. Nonsuit); Rule 43(k), SCRPC (Settled);
 Other
- ACTION STRICKEN (CHECK REASON):** Rule 40(j), SCRPC; Bankruptcy;
 Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award;
 Other
- STAYED DUE TO BANKRUPTCY**
- DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**
 Affirmed; Reversed; Remanded;
 Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: See attached order (formal order to follow) Statement of Judgment by the Court:

After careful consideration, Defendant Richard Alexander Murdaugh's Motion For Payment Of Attorneys' Fees And Costs From Untainted Funds is DENIED.

ORDER INFORMATION

This order ends does not end the case. See Page 2 for additional information.

For Clerk of Court Office Use Only

This judgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp, and a copy mailed first class to any party not proceeding in the Electronic Filing System on 05/12/2023 .

Luther'S Rare And Well Done, Llc
Kristy C. Wood-Removed
James M. Wood-Removed
Randolph Murdaugh-Removed, III
Trustee Of The Murdaugh Residence Trust 2
Randolph Murdaugh, III
The Murdaugh Residence Trust 2-Removed
Randolph Murdaugh, IV
John Marvin Murdaugh Personal Representative
Margaret Kennedy Branstetter Murdaugh Estate
NAMES OF TRADITIONAL FILERS SERVED BY MAIL

Court Reporter:

E-Filing Note: The date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgment to parties who are not E-Filers or who are appearing pro se. See Rule 77(d), SCRCP.



Hampton Common Pleas

Case Caption: Renee S. Beach , plaintiff, et al VS Gregory M. Parker, Inc. ,
defendant, et al
Case Number: 2019CP2500111
Type: Order/Electronic Form 4

So Ordered

s/Daniel D. Hall 2753

Renee S. Beach, as Personal Representative of the Estate of Mallory Beach v. Gregory Parker, Inc., a/k/a Parker's Corporation
Appellate Case No. 2023-001013
Appellant's Memorandum Addressing the Issue of the Appealability

EXHIBIT 8

(Murdaugh's Motion for
Reconsideration, May 19, 2023)

STATE OF SOUTH CAROLINA)
)
 COUNTY OF HAMPTON)
)
 Renee S. Beach, as Personal Representative of)
 the Estate of Mallory Beach,)
)
 Plaintiff,)
)
 v.)
)
 Gregory M. Parker, Inc. a/k/a Parker’s)
 Corporation, Richard Alexander Murdaugh,)
 Richard Alexander Murdaugh, Jr.; John)
 Marvin Murdaugh, as Personal Representative)
 of the Estate of Margaret Kennedy Branstetter)
 Murdaugh, and Randolph Murdaugh, IV, as)
 Personal Representative of the Estate of Paul)
 Terry Murdaugh,)
)
 Defendants.)
 _____)

IN THE COURT OF COMMON PLEAS
 FOURTEENTH JUDICIAL CIRCUIT

CASE NO.: 2019-CP-25-00111

**MOTION FOR RECONSIDERATION
 OF ORDER DENYING APPLICATION
 FOR PAYMENT OF ATTORNEYS FEE
 FROM UNTAINED FUNDS**

INTRODUCTION

Defendant Richard Alexander Murdaugh (“Murdaugh”), by and through his undersigned counsel, and pursuant to Rule 59(e) SCRPC and this Court’s inherent authority to reconsider its prior rulings, hereby requests this Court reconsider its order denying Murdaugh’s Motion for payment of attorneys’ fees and costs to appeal his recent convictions and sentence imposed in *State v. Murdaugh*, 2022-GS-15-592 – 595. On May 12, 2023, this Court issued a Form 4 order denying the Motion, without any explanation of the basis for the ruling. As a result, the Court failed to address any of the

grounds raised by Murdaugh in his written motion or made by counsel during the hearing held on May 3, 2023.¹

Specifically, the Court failed to consider and rule upon the following arguments raised by counsel in support of the motion for payment of attorneys' fees and costs:

1. Defendant Murdaugh has a constitutional right to counsel on appeal, which includes the right to retain counsel of his choice, using his own untainted assets. Luis v. United States, 578 U.S. 5, 11 (2016); Powell v. State of Ala., 287 U.S. 45, 53 (1932).
2. The funds in the Receivership account are Murdaugh's assets.
3. The Receivership account includes more than \$160,000 in untainted funds.
4. Murdaugh has a constitutional right to access these untainted funds in the Receivership account to hire counsel of his choice to represent him on appeal from his murder convictions.

Respectfully submitted,

s/ James M. Griffin
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Margaret N. Fox, SC Bar No. 76228
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mfox@griffindavislaw.com

¹ A party *must* file a Rule 59(e) motion when an issue or argument has been raised, but not ruled on, in order to preserve it for appellate review. Elam v. S.C. Dep't of Transp., 361 S.C. 9, 24, 602 S.E.2d 772, 780 (2004)

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Attorneys for Richard Alexander Murdaugh

May 19, 2023
Columbia, South Carolina.

Renee S. Beach, as Personal Representative of the Estate of Mallory Beach v. Gregory Parker, Inc., a/k/a Parker's Corporation
Appellate Case No. 2023-001013
Appellant's Memorandum Addressing the Issue of the Appealability

EXHIBIT 9

(Order Denying Murdaugh's Motion for
Reconsideration, June 22, 2023)

Renee S. Beach et al
PLAINTIFF(S)

Gregory M. Parker, Inc. et al
DEFENDANT(S)

DISPOSITION TYPE (CHECK ONE)

- JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.
- ACTION DISMISSED** (*CHECK REASON*): Rule 12(b), SCRPC; Rule 41(a), SCRPC (Vol. Nonsuit); Rule 43(k), SCRPC (Settled);
 Other
- ACTION STRICKEN** (*CHECK REASON*): Rule 40(j), SCRPC; Bankruptcy;
 Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award;
 Other
- STAYED DUE TO BANKRUPTCY**
- DISPOSITION OF APPEAL TO THE CIRCUIT COURT** (*CHECK APPLICABLE BOX*):
 Affirmed; Reversed; Remanded;
 Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: See attached order (formal order to follow) Statement of Judgment by the Court:

After careful consideration, Defendant Richard Alexander Murdaugh's, Motion For Reconsideration Of Order Denying Application For Payment Of Attorney's Fees From Untainted Funds is DENIED.

The parties have provided an ample record on which the Court relies to DENY the Motion For Reconsideration.

ORDER INFORMATION

This order ends does not end the case. See Page 2 for additional information.

For Clerk of Court Office Use Only

This judgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp, and a copy mailed first class to any party not proceeding in the Electronic Filing System on 06/09/2023 .

Luther'S Rare And Well Done, Llc
Kristy C. Wood-Removed
James M. Wood-Removed
Randolph Murdaugh-Removed, III
Trustee Of The Murdaugh Residence Trust 2
Randolph Murdaugh, III
The Murdaugh Residence Trust 2-Removed
Randolph Murdaugh, IV
John Marvin Murdaugh Personal Representative
Margaret Kennedy Branstetter Murdaugh Estate
NAMES OF TRADITIONAL FILERS SERVED BY MAIL

Court Reporter:

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Hampton Common Pleas

Case Caption: Renee S. Beach , plaintiff, et al VS Gregory M. Parker, Inc. ,
defendant, et al

Case Number: 2019CP2500111

Type: Order/Electronic Form 4

So Ordered

s/Daniel D. Hall 2753

Renee S. Beach, as Personal Representative of the Estate of Mallory Beach v. Gregory Parker, Inc., a/k/a Parker's Corporation
Appellate Case No. 2023-001013
Appellant's Memorandum Addressing the Issue of the Appealability

EXHIBIT 10

(Notice of Appeal, June 22, 2023)

RECEIVED

Jun 22 2023

SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM HAMPTON COUNTY
Court of Common Pleas

Daniel DeWitt Hall, Circuit Court Judge

Case No. 2019-CP-25-00111

Renee S. Beach, as Personal Representative of the Estate of Mallory Beach,Respondent,

v.

Gregory M. Parker, Inc. d/b/a Parker's Corporation, Richard Alexander Murdaugh, Richard Alexander Murdaugh, Jr., John Marvin Murdaugh, as P.R. of the Estate of Margaret Kennedy Branstetter Murdaugh, and Randolph Murdaugh, IV, as P.R. of the Estate of Paul Terry Murdaugh, Defendants,

OF WHOM Richard Alexander Murdaugh isAppellant.

NOTICE OF APPEAL

Richard Alexander Murdaugh appeals the Honorable Daniel DeWitt Hall's Form 4 Order denying Mr. Murdaugh's Motion to Reconsider entered on June 9, 2023, and his Form 4 Order denying Mr. Murdaugh's Motion for Payment of Attorneys' Fees and Cost from Untainted Funds, entered on May 12, 2023.

Respectfully submitted,

s/ Richard A. Harpootlian

Richard A. Harpootlian, SC Bar No. 2725

Phillip D. Barber, SC Bar No. 103421

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Attorneys for Richard Alexander Murdaugh

June 22, 2023
Columbia, South Carolina

Honorable Daniel Hall's Form 4 Order denying
Mr. Murdaugh's motion for reconsideration,
June 9, 2023

Renee S. Beach et al
PLAINTIFF(S)

Gregory M. Parker, Inc. et al
DEFENDANT(S)

DISPOSITION TYPE (CHECK ONE)

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- ACTION STRICKEN (CHECK REASON):** Rule 40(j), SCRPC; Bankruptcy;
 Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award;
 Other
- STAYED DUE TO BANKRUPTCY**
- DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**
 Affirmed; Reversed; Remanded;
 Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: See attached order (formal order to follow) Statement of Judgment by the Court:

After careful consideration, Defendant Richard Alexander Murdaugh's, Motion For Reconsideration Of Order Denying Application For Payment Of Attorney's Fees From Untainted Funds is DENIED.

The parties have provided an ample record on which the Court relies to DENY the Motion For Reconsideration.

ORDER INFORMATION

This order ends does not end the case. See Page 2 for additional information.

For Clerk of Court Office Use Only

This judgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp, and a copy mailed first class to any party not proceeding in the Electronic Filing System on 06/09/2023 .

Luther'S Rare And Well Done, Llc
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 James M. Wood-Removed
 Randolph Murdaugh-Removed, III
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 Randolph Murdaugh, III
 The Murdaugh Residence Trust 2-Removed
 Randolph Murdaugh, IV
 John Marvin Murdaugh Personal Representative
 Margaret Kennedy Branstetter Murdaugh Estate

NAMES OF TRADITIONAL FILERS SERVED BY MAIL

RECEIVED
 Jun 22 2023
 SC Court of Appeals

Court Reporter:

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Hampton Common Pleas

Case Caption: Renee S. Beach , plaintiff, et al VS Gregory M. Parker, Inc. ,
defendant, et al
Case Number: 2019CP2500111
Type: Order/Electronic Form 4

So Ordered

s/Daniel D. Hall 2753

Honorable Daniel Hall's Form 4 Order denying
Mr. Murdaugh's motion for payment of
attorneys' fees and costs, May 12, 2023

Renee S. Beach et al
PLAINTIFF(S)

Gregory M. Parker, Inc. et al
DEFENDANT(S)

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- DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**
 Affirmed; Reversed; Remanded;
 Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: See attached order (formal order to follow) Statement of Judgment by the Court:

After careful consideration, Defendant Richard Alexander Murdaugh's Motion For Payment Of Attorneys' Fees And Costs From Untainted Funds is DENIED.

ORDER INFORMATION

This order ends does not end the case. See Page 2 for additional information.

For Clerk of Court Office Use Only

This judgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp, and a copy mailed first class to any party not proceeding in the Electronic Filing System on 05/12/2023 .

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RECEIVED
 Jun 22 2023
 SC Court of Appeals

Court Reporter:

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Hampton Common Pleas

Case Caption: Renee S. Beach , plaintiff, et al VS Gregory M. Parker, Inc. ,
defendant, et al

Case Number: 2019CP2500111

Type: Order/Electronic Form 4

So Ordered

s/Daniel D. Hall 2753

From: [Dick Harpootlian](#)
To: ["mark@goodingandgooding.com"](#); [Holli Miller](#); [mappleby@huffpowellbailey.com](#); [dwilliford@huffpowellbailey.com](#); [pkshere@huffpowellbailey.com](#); [jhiller@huffpowellbailey.com](#); [sbarnes@huffpowellbailey.com](#); [murrell@smithrobinsonlaw.com](#); [tabor.vaux@vmlawfirm.com](#); [ayount@hsblawfirm.com](#); [econdon@hsblawfirm.com](#); [wac@roecassidy.com](#); [cprice@roecassidy.com](#); [billy@newsomelawsc.com](#); [david@earhartoverstreet.com](#); [mike@earhartoverstreet.com](#); "M. Dawes Cooke, Jr."
Cc: "Jim Griffin"; "Jaime Harmon"; Phillip Barber; "Maggie Fox"; [bableman@huffpowellbailey.com](#); [rlawson@goodingandgooding.com](#); [jlay@gwblawfirm.com](#); [john@bluesteinattorneys.com](#); [jlay@gwblawfirm.com](#)
Subject: Beach v. Parker, et al.; Appellant No. 2023-001013
Date: Wednesday, July 12, 2023 2:44:00 PM
Attachments: [2023-07-12 RAM's Memo re Appealability.pdf](#)
[2023-07-12 Exhibit 1.pdf](#)
[2023-07-12 Exhibit 2.pdf](#)
[2023-07-12 Exhibit 3.pdf](#)
[2023-07-12 Exhibit 4.pdf](#)
[2023-07-12 Exhibit 5.pdf](#)
[2023-07-12 Exhibit 6.pdf](#)
[2023-07-12 Exhibit 7.pdf](#)
[2023-07-12 Exhibit 8.pdf](#)
[2023-07-12 Exhibit 9.pdf](#)
[2023-07-12 Exhibit 10.pdf](#)
[COS for Memo Addressing Appealability.pdf](#)

Counsel,

Attached please find Appellant's memorandum addressing the issue of the appealability which I am filing with the court today.

Dick Harpootlian

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

RECEIVED

Jul 12 2023

SC Court of Appeals

APPEAL FROM HAMPTON COUNTY
Court of Common Pleas

Daniel DeWitt Hall, Circuit Court Judge

Case No. 2019-CP-25-00111

Renee S. Beach, as Personal Representative of the Estate of Mallory Beach,Respondent,

v.

Gregory M. Parker, Inc. d/b/a Parker's Corporation, Richard Alexander Murdaugh, Richard Alexander Murdaugh, Jr., John Marvin Murdaugh, as P.R. of the Estate of Margaret Kennedy Branstetter Murdaugh, and Randolph Murdaugh, IV, as P.R. of the Estate of Paul Terry Murdaugh, Defendants,

OF WHOM Richard Alexander Murdaugh isAppellant.

CERTIFICATE OF SERVICE

I, Richard A. Harpootlian, attorney for the Appellant Richard Alexander Murdaugh, hereby certify that on July 12, 2023, did serve a copy of the following via email to counsel listed below as represented in the email(s) attached hereto:

Document: Appellant's Memorandum Addressing the Issue of the Appealability

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Attorneys for Richard A. Murdaugh, Jr.

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Jenny Abbott Kitchings
Clerk of Court
The South Carolina Court of Appeals
Post Office Box 11629
Columbia, SC 29211

In re: Renee Beach v. Richard Alexander Murdaugh
Appellate Case No. 2023-001013

Dear Ms. Kitchings,

Pursuant to the Court's request, attached please find a memorandum addressing the issue of appealability in this matter.

With warmest personal regards, I am

Sincerely,

S/Richard A. Harpootlian

Richard A. Harpootlian

/hm
Enclosure

RECEIVED

Jul 12 2023

SC Court of Appeals