

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF GEORGETOWN )

IN THE COURT OF COMMON PLEAS  
CASE NO.: 2009-CP-22-1045

**EXHIBIT**  
*B*

John Steven Goodwin, Louise C. Goodwin, )  
Thomas I. Puckett and Brenda C. Puckett, )  
Robert Nahama and Jeanne E. Nahama, )  
Thomas Holland and Sharon Louise )  
Holland, Joyce C. Sobel, Robert W. )  
Waruszewski, Richard N. Taylor, Robert )  
K. Spillers (a/k/a Robert Spillers), and )  
Deborah T. Spillers (a/k/a Deborah )  
Spillers), Patrick A. DiAngelo and )  
Deborah A. DiAngelo, Gary E. Owens and )  
Joyce M. Owens, Fount L. Shults and )  
Lynda M. Shults, and Dennis Ridgeway )  
and Teresa Lynn Ridgeway, )

Plaintiffs,

vs

Landquest Development, LLC, Kyle V. )  
Corkum, South Bay Properties, LLC, C. )  
R. Thomspson and Sons, LLC, Ronald L. )  
Charlton, Bonnie N. Charlton, James R. )  
Charlton and Bayside Property, Inc., The )  
City of Georgetown, Hartford Casualty )  
Insurance Company, Hartford Fire )  
Insurance Company, and National Land )  
Sales, Inc., f/k/a Source One Communities, )  
LLC, a/k/a Source One Signature )  
Communities, )

Defendants.

FILED  
GEORGETOWN COUNTY, S.C.  
2013 JUN 21 PM 1:46  
ALMA Y. WHITE  
CLERK OF COURT

**ORDER DENYING MOTION TO  
ALTER OR AMEND JUDGMENT**

This action came before the Court on June 6, 2013 for consideration of a motion by the Plaintiffs to alter or amend the Order Denying Motions to Restore and to Consolidate dated March 26, 2013. Present in support of the motion were John M. Leiter and K. Douglas Thornton, attorneys for the Plaintiffs. Present in opposition to the motion were Lawrence M. Hershon,

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attorney for Hartford Casualty Insurance Company and Hartford Fire Insurance Company, Elise F. Crosby, attorney for The City of Georgetown, Donald G. Hunt, Jr., attorney for Landquest Development, LLC, Kyle V. Corkum, and South Bay Properties, LLC, and Charles T. Smith, attorney for Ronald L. Charlton, Bonnie N. Charlton, James R. Charlton and Bayside Property, Inc.

The Plaintiffs' motions to restore this action to the docket and to consolidate this action with the action entitled *Bonnie N. Charlton et al. v. South Bay Properties, LLC, et al.* (case number 2012-CP-22-00934) were originally heard on March 7, 2013. At that time the Plaintiffs' arguments were thoroughly and effectively presented by Plaintiffs' counsel and were carefully considered by this Court. After taking the motions under advisement for further consideration, I found and concluded that the Plaintiffs' claims are barred by the statute of limitations and restoration of this case should be denied.

The arguments presented in support of the Plaintiffs' Motion to Alter or Amend Judgment failed to disclose any facts or analysis in the Order Denying Motions to Restore and to Consolidate that required alteration or amendment. However, a more complete discussion of the impact of South Bay Properties, LLC's bankruptcy on the statute of limitations is appropriate.

South Bay Properties, LLC filed a voluntary petition under Chapter 11 of the United States Bankruptcy Code on June 18, 2010. South Bay Properties, LLC's attorneys promptly informed the parties to this action and the Georgetown County Clerk of Court of the bankruptcy filing and that the filing acted as an automatic stay of any actions against South Bay Properties, LLC. The bankruptcy was ultimately dismissed on August 12, 2011. The Plaintiffs contend that South Bay Properties, LLC's bankruptcy tolled the statute of limitations on the Plaintiffs' claims in this action.


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11 U.S.C. §108(c) provides that if nonbankruptcy law or rules fix a period for commencing or continuing a civil action against the debtor and such period did not expire before the start of the bankruptcy, then such period does not expire until the later of (i) the end of such period or (ii) 30 days after notice of the termination of the bankruptcy stay. Thus, South Bay Properties, LLC's bankruptcy did not toll of the statute of limitations but merely insured the Plaintiffs had at least 30 days after notice of the termination of the bankruptcy to commence or continue any claims against South Bay Properties, LLC that had not expired before the start of the bankruptcy.

#### CONCLUSION

The Plaintiffs' Motion to Alter or Amend Judgment dated April 10, 2013 is denied.

AND IT IS SO ORDERED.



Benjamin H. Culbertson  
Resident Circuit Court Judge

June 19, 2013