

**RECEIVED**

**Apr 30 2025**

**SC Court of Appeals**

THE STATE OF SOUTH CAROLINA  
IN THE COURT OF APPEALS

---

APPEAL FROM BERKELEY COUNTY  
Court of Common Pleas

The Honorable Dale E. Van Slambrook, Master-in-Equity

---

Circuit Court Case No. 2014-CP-08-00321  
Appellate Case No. 2024-00658

---

Edgefield Holdings, LLC,

Respondent,

v.

Christian E. Hamlin,

Appellant.

---

**RECORD ON APPEAL**

---

April 25, 2025

Paul B. Ferrara, III  
S.C. Bar No. 70511  
8887 Old University Blvd.  
North Charleston, SC 29406  
(843) 569-5511  
*Attorney for Appellant*

Other Counsel of Record:  
Lawrence M. Hershon, Esq.  
The Hershon Law Firm, P.A.  
1565 Sam Rittenberg Blvd, Suite 103  
Charleston, SC 29407  
*Attorney for Respondent*

## **INDEX**

### **ORDERS**

1. Foreign Judgment (NC) dated August 12, 2013;	<b>001</b>
2. Order of Reference dated December 4, 2023;	<b>003</b>
3. Supplemental Proceedings Rule to Show Cause Order dated December 5, 2023;	<b>006</b>
4. Supplemental Rule to Show Cause and Order dated December 18, 2023;	<b>010</b>
5. Supplemental Proceedings Order dated January 12, 2024;	<b>014</b>
6. Order, Case No. 2023-CP-08-00783, dated January 19, 2024;	<b>018</b>
7. Order Denying Hamlin's Motion to Reconsider dated January 26, 2024;	<b>021</b>
8. Order, Case No. 2023-CP-08-00783, filed February 6, 2024;	<b>024</b>
9. Order on the Motion to Compel and Sanctions dated February 9, 2024;	<b>027</b>
10. Order Denying Hamlin's Motion to Reconsider dated March 28, 2024;	<b>034</b>

### **PLEADINGS**

1. Filing of Judgment in Berkeley County filed February 17, 2014;	<b>037</b>
2. Summons and Complaint, Case No. 2023-CP-08-00783, filed March 20, 2023;	<b>042</b>
3. Assignment of the Foreign Judgment dated March 20, 2023;	<b>047</b>
4. Writ of Execution, dated July 5, 2023;	<b>051</b>
5. Motion to Dismiss, Case No. 2023-CP-08-00783, filed May 8, 2023;	<b>054</b>
6. Nulla Bona dated November 30, 2023;	<b>056</b>
7. Edgefield Holding's Petition for Supplemental Proceedings November 30, 2023;	<b>059</b>
8. Hamlin's Motion to Dismiss dated January 3, 2024;	<b>061</b>
9. Hamlin's Motion to Reconsider dated January 22, 2024;	<b>064</b>
10. Edgefield Holding's Motion to Compel and Sanctions January 23, 2024;	<b>067</b>
11. Motion to Reconsider, Case No. 2023-CP-08-00783, filed January 25, 2024;	<b>070</b>
12. Hamlin's Motion to Reconsider dated February 20, 2024;	<b>073</b>
13. Hamlin's Notice of Appeal dated April 19, 2024;	<b>083</b>

### **TRANSCRIPTS**

1. February 5, 2024, Hearing Transcript;	<b>096</b>
2. March 21, 2024, Hearing Transcript.	<b>169</b>

FILED

STATE OF NORTH CAROLINA  
COUNTY OF HENDERSON

2013 AUG 12 PM 1:10  
HENDERSON CO., C.S.C.

IN THE GENERAL COURT OF JUSTICE  
SUPERIOR COURT DIVISION

13 CvS 0752

BY                      *cbg*

HOMETRUST BANK,

Plaintiff,

vs.

Christian E. Hamlin,

Defendant.

8-12-13  
ENTERED  
*[Signature]*

**JUDGMENT**

THIS CAUSE COMING ON TO BE HEARD before the undersigned, upon Motion of the Plaintiff for Judgment against the Defendant.

AND IT APPEARING TO THE COURT that an Original Complaint was filed and a Summons was issued in this action on the 15th day of May, 2013;

AND IT APPEARING TO THE COURT that a Summons was issued against the Defendant on May 15, 2013;

AND IT FURTHER APPEARING TO THE COURT that service of said Summons and a copy of said Complaint was had upon the Defendant on the 12th day of June, 2013;

AND IT FURTHER APPEARING TO THE COURT that no Answer, Motion or other pleading has been filed by the Defendant, and no Extension of Time within which to file pleadings has been granted and that the time within which pleadings may be filed has expired;

AND IT FURTHER APPEARING TO THE COURT that Entry of Default has been entered against the Defendant as provided by Rule 55(a) of the North Carolina Rules of Civil Procedure;

AND IT FURTHER APPEARING TO THE COURT that there are no genuine issues of material fact and the Plaintiff is entitled to Judgment as a matter of law.

AND IT FURTHER APPEARING TO THE COURT from the Complaint and Verification that the cause of action against the Defendant consists of written instrument for the payment of money, namely the failure of the Defendant to pay to the Plaintiff the sum of \$93,662.92 as of the 8th day of May, 2013, plus interest as it continues to accrue at the rate of \$15.72 per diem from said date;

AND IT FURTHER APPEARING TO THE COURT that said verified statement of indebtedness constitutes an Affidavit of the Plaintiff within the meaning of Rule 55(b)(1) of the North Carolina Rules of Civil Procedure and that the Court has jurisdiction over the Defendant.

AND IT FURTHER APPEARING TO THE COURT that the Defendant is neither an infant nor an incompetent person nor in the military service and is otherwise subject to Judgment by Default under Rule 55 of the North Carolina Rules of Civil Procedure.

NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED, that the Plaintiff have and recover of the Defendant, the sum of \$93,662.92 as of the 8th day of May, 2013, plus interest as it continues to accrue at the rate of \$15.72 per diem from said date, until the date this Judgment is entered, then interest at the legal rate thereafter; attorney fees in the amount of \$14,049.42 and the costs of this action.

THIS, the 12 day of August, 2013.

KIMBERLY GASPERSO-JUSTICE, CLERK OF COURT  
HENDERSON COUNTY, NORTH CAROLINA

By: Wendy G Williams Asst

DMS:4820-5717-8388v1|2233-2233-1004|7/12/2013

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF BERKELEY	)	Civil Action No.: 2014-CP-08-00321
	)	
HomeTrust Bank,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	<b>ORDER OF REFERENCE</b>
	)	
Christian E. Hamlin,	)	
	)	
Defendant.	)	
	)	
_____	)	

IT APPEARING TO THE COURT that judgment was entered in the Court of Common Pleas for Berkeley County, in favor of the above-named Petitioner/Judgment Creditor against Respondent/Judgment Debtor Christian E. Hamlin (the “Respondent”) in the total sum of \$107,712.34, plus post-judgment interest until paid in full; that a Writ of Execution was duly issued thereon to the Sheriff of Berkeley County, to which a *nulla bona* return was made; and that the Petitioner/Judgment Creditor is entitled to conduct an examination of the Respondent pursuant to the provisions of S.C. Code Ann. §§ 15-39-310, et seq. (2005);

NOW, THEREFORE, upon the Petition of the Petitioner/Judgment Creditor, by counsel;

IT IS HEREBY ORDERED THAT this action be and the same hereby is referred to the Honorable Dale Edward Van Slambrook, Master-in-Equity for Berkeley County, to take testimony arising under the pleadings and to rule upon all motions necessary to dispose of this matter including, but not limited to, motions to dismiss, motions to appoint Receiver, motions to continue the matter, and motions to sell all or a portion of Respondent’s properties in satisfaction of the indebtedness owing to the Petitioner/Judgment Creditor, and shall have the authority to enter a

final order in the matter, any appeal therefrom being directly to the South Carolina Supreme Court or Court of Appeals.

AND IT IS SO ORDERED.



Berkeley Common Pleas

**Case Caption:** Home Trust Bank VS Christian E Hamlin

**Case Number:** 2014CP0800321

**Type:** Order/Referred to Master or Special Referee

It is so ordered.

/s Roger M. Young, Sr. S.C. Circuit Judge 2134

Electronically signed on 2023-12-04 16:16:47 page 3 of 3

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF BERKELEY	)	Civil Action No.: 2014-CP-08-00321
	)	
Edgefield Holdings, LLC,	)	
	)	
Petitioner/Judgment Creditor,	)	
	)	
vs.	)	<b>SUPPLEMENTAL RULE TO SHOW</b>
	)	<b>CAUSE AND ORDER</b>
	)	
Christian E. Hamlin,	)	
	)	
Respondent/Judgment Debtor.	)	
	)	
_____	)	

TO: THE ABOVE-NAMED RESPONDENT/JUDGMENT DEBTOR:

This matter came before the Court for a hearing on December 18, 2023 pursuant to the Rule to Show Cause and Order previously entered in the captioned matter. Having considered the evidence presented and the applicable legal authorities, the Court finds as follows:

**FINDINGS OF FACT AND CONCLUSIONS OF LAW**

1. HomeTrust Bank recovered a judgment against Respondent/Judgment Debtor Christian E. Hamlin (the “Respondent”) in the State of North Carolina on August 13, 2023.
2. HomeTrust Bank then domesticated the judgment into South Carolina, under the Uniform Enforcement of Foreign Judgments Act, which judgment was filed in the Office of the Clerk of Court for Berkeley County on February 17, 2014.
3. The judgment therefore became a South Carolina judgment on February 17, 2014.
4. An Assignment of Judgment of this South Carolina judgment to the current judgment creditor, Edgefield Holdings, LLC, was filed with the Clerk of Court for Berkeley County on March 20, 2023.

5. This matter was referred for purposes of conducting supplemental proceedings on December 4, 2023, with a hearing thereafter scheduled for December 18, 2023.

6. Respondent was served with the Rule to Show Cause and Order on December 12, 2023. The Affidavit of Service is of record in the matter.

7. The Respondent did not appear at the hearing on December 12, 2023. Attorney for the Edgefield Holdings, Lawrence M. Hershon, Esq., did appear at the hearing.

8. The Petitioner submitted a deed, a mortgage, and a 2022 tax notice into the record, which were accepted by the Court into evidence without objection.

9. These public records showed that Respondent owns a one-half interest in real property located in Berkeley County, at 140 Royal Assembly Drive, Charleston, South Carolina, with TMS Bo. 268-10-01-021, purchased on October 6, 2006, at a purchase price of \$1,050,000.00.

10. The mortgage is dated November 3, 2008, and appears to be a thirty-year conventional mortgage in the face amount of \$417,000.00. The mortgage appears to be in first lien position.

11. The only other lien on the property is the subject judgment, which is in second lien position.

12. The 2022 tax notice indicates that the tax value of the property is \$843,200.00.

13. Based on these amounts, which are all of public record, the Court concludes that there is sufficient equity in Respondent's one-half interest in the property to satisfy or partially satisfy the judgment.

14. Any further showing of equity was hampered by Respondent's failure to attend the hearing.

15. The Court hereby schedules a Rule to Show Cause for **January 4, 2024 at 10:00 AM** at the Berkeley County Courthouse, 300-B California Avenue, Second Floor, Courtroom B, Moncks Corner, South Carolina 29461, for Respondent to show cause as to why the subject property should not be sold to satisfy the indebtedness as referenced herein.

16. Any sale of the property shall be subject to the ownership interest of Anne Hamlin, the referenced mortgage, and any homestead exemption, should the Respondent choose to claim any exemption and all other matters of public record.

17. If Respondent shall fail to attend the hearing scheduled for January 4, 2024, the sale will be scheduled for a date in February 2024 in compliance with statutory requirements for conducting a sale, with such sale occurring prior to February 17, 2024.

18. This Order shall be served upon Respondent by way of personal service, unless such service is waived by Respondent or his counsel.

19. At the January 4, 2024 hearing, the Court may also consider other available sanctions due to the Respondent's failure to attend the December 18, 2023 hearing.

20. Debtor shall continue to be subject to the jurisdiction of this Court and the prior Rule to Show Cause in this matter and shall continue to be required to produce documents as provided therein and be prohibited and restrained from selling, further encumbering, conveying or transferring any portion of his assets.

AND IT IS SO ORDERED.



Berkeley Common Pleas

**Case Caption:** Home Trust Bank VS Christian E Hamlin

**Case Number:** 2014CP0800321

**Type:** Order/Supplemental Proceedings Order

AND IT SO ORDERED!

s/Dale E. Van Slambrook #3079

Electronically signed on 2023-12-18 15:04:09 page 4 of 4

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF BERKELEY	)	Civil Action No.: 2014-CP-08-00321
	)	
Edgefield Holdings, LLC,	)	
	)	
Petitioner/Judgment Creditor,	)	
	)	
vs.	)	<b>RULE TO SHOW CAUSE AND</b>
	)	<b>ORDER</b>
	)	
Christian E. Hamlin,	)	
	)	
Respondent/Judgment Debtor.	)	
	)	
_____	)	

TO: THE ABOVE-NAMED RESPONDENT/JUDGMENT DEBTOR:

Judgment having been rendered, Writ of Execution issued, *Nulla Bona* return made to said Execution, the Petitioner/Judgment Creditor having moved for an examination of the Respondent/Judgment Debtor under oath in Supplementary Proceedings, pursuant to the provisions of S.C. Code Ann. § 15-39-310, *et. seq.*, and this matter referred to the below-signed:

IT IS HEREBY ORDERED that Respondent/Judgment Debtor **Christian E. Hamlin** (the “Judgment Debtor”) appear before the Honorable Dale Edward Van Slambrook, Master-in-Equity for Berkeley County, at the Berkeley County Courthouse, 300-B California Avenue, Second Floor, Courtroom B, Moncks Corner, South Carolina 29461 on **Monday, December 18, 2023, at 10:00 a.m.**, and at any other time set for hearing as scheduled by the Court, to answer under oath concerning assets; to show cause why property should not be applied toward satisfaction of the judgment set out in Petitioner/Judgment Creditor’s Petition; and to show cause why a Receiver of property should not be appointed, pursuant to the provisions of S.C. Code Ann. § 15-39-430.

IT IS FURTHER ORDERED, pursuant to S.C. Code Ann. § 15-39-440, that the Judgment Debtor is temporarily restrained and enjoined from alienating, selling, transferring, or otherwise disposing of their property, not exempt from execution, until further order of this Court.

IT IS FURTHER ORDERED, that this Rule to Show Cause and Order can be served on the Judgment Debtor by any means allowable under South Carolina Rule of Civil Procedure Rule 4(d).

IT IS FURTHER ORDERED that, at the time set for the examination, the Judgment Debtor shall produce to counsel for the Petitioner/Judgment Creditor for inspection and copying the following:

1. An inventory of assets owned in whole or in part by Judgment Debtor and, if any are under lien, a copy of the lien documents;
2. Bank statements for all bank accounts in Judgment Debtor's names or to which Judgment Debtor has access or signatory power from January 1, 2020, to present;
3. Passbooks and savings certificates for any and all savings accounts in Judgment Debtor's name or to which Judgment Debtor has access from January 1, 2020, to present;
4. Title to all vehicles owned in whole or in part by Judgment Debtor and, if any are under lien, a copy of the lien documents;
5. Title to any boats, motors, and trailers owned in whole or in part by Judgment Debtor and, if any are under lien, a copy of the lien documents;
6. Title to any real property owned in whole or in part by Judgment Debtor and, if mortgaged, a copy of the mortgage documents;

7. Federal and state income tax returns for the years 2020, 2021, 2022, and any forms for estimated taxes for 2023 for Judgment Debtor and any corporations, limited liability companies, or partnerships in which Judgment Debtor holds any interest.

8. All stocks, bonds, notes, mortgages, or securities of any nature owned in whole or in part by Judgment Debtor;

9. Records of any partnership interests held by Judgment Debtor;

10. All ledgers, books of account, and business records maintained by or for Judgment Debtor or for any corporation, limited liability company, or partnership in which Judgment Debtor holds any interest;

11. Any and all policies of insurance owned by Judgment Debtor or made payable to Judgment Debtor, in whole or in part;

12. Any and all records showing indebtedness and accounts receivable owed to Judgment Debtor, in whole or in part;

13. Records of transfer of property, real or personal, made by Judgment Debtor from January 1, 2019, to present;

14. Any and all other documents or information pertaining to real estate or personal property, business interests, and any other assets owned in whole or in part by Judgment Debtor; and

15. Any and all records concerning any trust in which Judgment Debtor have an interest or for which Judgment Debtor is a beneficiary, including any trust agreement and amendments thereto, and any documents indicating the assets of said trust.

AND IT IS SO ORDERED.



Berkeley Common Pleas

**Case Caption:** Home Trust Bank VS Christian E Hamlin

**Case Number:** 2014CP0800321

**Type:** Order/Supplemental Proceedings Order

AND IT SO ORDERED!

s/Dale E. Van Slambrook #3079

Electronically signed on 2023-12-05 15:26:45 page 4 of 4

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF BERKELEY	)	Case No. 2014-CP-08-00321
	)	
Edgefield Holdings, LLC, Petitioner/	)	
	)	
Judgment Creditor,	)	ORDER
	)	
vs.	)	
	)	
Christian E. Hamlin, Respondent/	)	
	)	
Judgment Debtor.	)	
	)	

---

This matter came before the Court upon a filing of a Rule to Show Cause by the Petitioner for failure of Respondent to appear at the hearing before me on December 18, 2023. The hearing on this matter was held before me on January 4, 2024. Respondent Debtor also filed a motion to dismiss these supplemental proceedings matter.

After careful consideration of the motions, the Court’s file, the memoranda submitted by the parties, the applicable law, and the arguments of counsel, I find the following:

The Respondent filed a Motion to Dismiss the above action based upon Home Port Rentals, Inc. v. Moore, 359 S.C. 230, 597 S.E.2d 810 (S.C. Ct. App. 2004) as the North Carolina date of judgment August 12, 2013, is over ten years old and asserted that the judgment lacked active energy after August 12, 2023. However, the Respondent’s Motion to Dismiss this action is denied as Petitioner domesticated the North Carolina judgment in South Carolina on February 17, 2014. Therefore, I find that the time limit for enforcement of this judgment has not expired in South Carolina. Pursuant to Commercial Credit Loans, Inc. v. Riddle, 334 S.C. 176, 512 S.E.2d 123 (Ct. App. 1999), the ten-year period for enforcement of judgments begin to run on the day the judgment

is filed in South Carolina. As the South Carolina judgment was filed on February 17, 2014, Petitioners shall have until February 17, 2024, to enforce this judgment in South Carolina.

The Petitioner's Rule to Show Cause is DENIED for two reasons. 1. Judge McCoy has a foreclosure action, concerning the same South Carolina judgment in Berkeley County pending case 2023-CP-08-00783, under consideration of debtor's motion to dismiss. 2. There was no willful violation by the debtor's non-appearance at the December 22, 2023, hearing. As such the requested sanctions and other relief is denied. Moreover, the court places great weight that Respondent voluntarily appeared for this hearing, despite nonservice, was forthright in his testimony, and provided responsive testimony to the Petitioner questions concerning debtor's current assets. However, Respondent has failed to produce documents and information as required, and therefore Respondent shall produce the documents and information as set forth under the Rule to Show Cause and Order dated December 5, 2023 including, but not limited to the following requested documents within five (5) business days from the date of this signed order: 1) most recent mortgage statement for the property located at 140 Assembly Drive, Charleston, SC 29412; 2) the 2023 tax return for Christian Brothers Automotive; 3) the most recent bank statements of Christian Hamlin from South State Bank and USAA; 4) most recent IRA statement of Christian Hamlin and 5) Titles or registrations to the 2005 Honda CRV, 2003 Mercedes; 99 Acura, 2003 Chevrolet Suburban, and 1998 Porsche 944, all of which are owned by Christian Hamlin.

This matter shall remain open, and the Petitioner and Debtor shall have the opportunity to request this Court for another hearing, after due notice, to further examine the debtor on items produced or debtor's applicable exemptions, prior to this Court issuing any further relief.

IT IS SO ORDERED!

---

Honorable Dale Van Slambrook

Moncks Corner, SC

Berkeley County Master-in-Equity

ELECTRONICALLY FILED - 2024 Jan 12 3:45 PM - BERKELEY - COMMON PLEAS - CASE#2014CP0800321



Berkeley Common Pleas

**Case Caption:** Home Trust Bank VS Christian E Hamlin

**Case Number:** 2014CP0800321

**Type:** Order/Supplemental Proceedings Order

AND IT SO ORDERED!

s/Dale E. Van Slambrook #3079

Electronically signed on 2024-01-12 15:30:07 page 4 of 4

CASE NO. 2023CP0800783

Edgefield Holdings, Llc  
PLAINTIFF(S)

Christian Hamlin 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:

This matter came before this Court as Defendant's Pre-Answer Motion to Dismiss, filed May 8, 2023. Upon review of the record, Defendant's Motion 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 01/19/2024 .

**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.

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Berkeley Common Pleas

**Case Caption:** Edgefield Holdings, Llc VS Christian Hamlin , defendant, et al

**Case Number:** 2023CP0800783

**Type:** Order/Electronic Form 4

So Ordered

s/Jennifer B. McCoy #2764

Electronically signed on 2024-01-19 12:47:05 page 3 of 3

STATE OF SOUTH CAROLINA  
COUNTY OF BERKELEY  
IN THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE

CASE NO. 2014-CP-08-00321

Edgefield Holdings, LLC

PLAINTIFF(S)

Christian E Hamlin

DEFENDANT(S)

LAWRENCE M. HERSHON  
1565 SAM RITTENBERG BLVD. SUITE 103  
CHARLESTON, SC 29407

Attorney for :  Plaintiff  Defendant  
or  
 Self-Represented Litigant

**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 \_\_\_\_\_
- 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:

**In this Supplemental Proceeding, this Court issued it's Order dated January 12, 2024 denying Judgment Debtor Christian E Hamlin's Motion to Dismiss. Debtor contends that the active energy of Petitioner's Judgment expired on August 12, 2023. Debtor filed a Motion to Reconsider on January 22, 2024. This Court will respectfully Deny Debtor's Motion to Reconsider based upon the grounds as set forth in the Order.**

**ORDER INFORMATION**

This order  ends  does not end the case.

Additional Information for the Clerk : \_\_\_\_\_

**INFORMATION FOR THE PUBLIC INDEX**

Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
		\$
		\$
		\$

If applicable, describe the property, including tax map information and address, referenced in the order:

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest

(Signature Page to Follow)

**For Clerk of Court Office Use Only**

This judgment was entered on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and a copy mailed first class or placed in the appropriate attorney’s box on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ to attorneys of record or to parties (when appearing pro se) as follows:

**LAWRENCE M. HERSHON**  
\_\_\_\_\_  
**1565 SAM RITTENBERG BLVD. SUITE 103**  
\_\_\_\_\_  
**CHARLESTON, SC 29407**  
\_\_\_\_\_  
**ATTORNEY(S) FOR THE PLAINTIFF(S)**

**PAUL B. FERRARA, III**  
\_\_\_\_\_  
**8887 OLD UNIVERSITY BLVD. SUITE201**  
\_\_\_\_\_  
**N. CHARLESTON, SC 29406**  
\_\_\_\_\_  
**ATTORNEY(S) FOR THE DEFENDANT(S)**

\_\_\_\_\_  
**CLERK OF COURT**  
\_\_\_\_\_

**Court Reporter:**



Berkeley Common Pleas

**Case Caption:** Home Trust Bank VS Christian E Hamlin

**Case Number:** 2014CP0800321

**Type:** Master/Order/Form 4

AND IT SO ORDERED!

s/Dale E. Van Slambrook #3079

Electronically signed on 2024-01-26 12:41:32 page 3 of 3

CASE NO. 2023CP0800783

Edgefield Holdings, Llc  
PLAINTIFF(S)

Christian Hamlin 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:

Defendant filed a Motion to Reconsider with the Berkeley County Clerk of Court on January 25, 2024. "The purpose of Rule 59(e), SCRPC, to alter or amend the judgment is to request the trial judge to reconsider matters properly encompassed in a decision on the merits." Arnold v. State, 309 S.C. 157, 172, 420 S.E.2d 8/34, 842 (1992). "A party may wish to file such a motion when she believes the court has misunderstood, failed to fully consider, or perhaps failed to rule on an argument or issue, and the party wishes for the court to reconsider or rule on it." Elam v. South Carolina Dept. of Transp., 361 S.C. 9, 24, 602 S.E.2d 772, 780 (2004). This Court DENIES Defendant's Motion to Reconsider without the necessity of a hearing, and it was decided on the record and briefs. Rule 59(f), SCRPC; Pollard v. City of Florence, 314 S.C. 397, 401-402, 444 S.E.2d 534, 536 (Ct. App. 1994). Furthermore, the judge was not served with a copy, as required under Rule 59.

**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 02/06/2024 .

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.

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Berkeley Common Pleas

**Case Caption:** Edgefield Holdings, Llc VS Christian Hamlin , defendant, et al

**Case Number:** 2023CP0800783

**Type:** Order/Electronic Form 4

So Ordered

s/Jennifer B. McCoy #2764

Electronically signed on 2024-02-06 14:07:11 page 3 of 3

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF BERKELEY	)	Civil Action No.: 2014-CP-08-00321
	)	
Edgefield Holdings, LLC,	)	
	)	
Petitioner/Judgment Creditor,	)	
	)	
vs.	)	<b>ORDER GRANTING IN PART AND</b>
	)	<b>DENYING IN PART PETITIONER’S</b>
Christian E. Hamlin,	)	<b>MOTION TO COMPEL AND FOR</b>
	)	<b>SANCTIONS</b>
	)	
Respondent/Judgment Debtor.	)	
	)	
_____	)	

This matter came before the Court on February 5, 2024, for consideration of the Petitioner/Judgment Creditor Edgefield Holdings, LLC’s (“Edgefield”) Motion to Compel and Sanctions. For the reasons set forth herein, Edgefield’s Motion is granted in part and denied in part.

**FINDINGS OF FACT**

1. HomeTrust Bank recovered a judgment against Respondent/Judgment Debtor Christian E. Hamlin (the “Respondent”) in the State of North Carolina on August 13, 2023. HomeTrust Bank then domesticated the judgment into South Carolina, under the Uniform Enforcement of Foreign Judgments Act, which judgment was filed in the Office of the Clerk of Court for Berkeley County on February 17, 2014. The judgment was subsequently assigned to Edgefield.

2. The Respondent owns four vehicles. One automobile is owned jointly with his wife, Annie Hamlin, a 2003 Chevrolet with VIN 3GNFK16Z73G116335. The vehicles owned outright by Respondent with no other liens of record are: a 2005 Honda CR-V with VIN

JHLRD78925C029195, a 1988 Porsche 944 with VIN WP0AA2959JN150740, and a 2002 Mercedes E Class with VIN WBDJH65J62B409904.

3. The Respondent is the sole member of a limited liability company, Hamlin Family Holdings LLC (the “Company”). The Company owns and operates a Christian Brothers Automotive shop in Goose Creek, South Carolina.

4. The Respondent is an of owner real property located at 140 Royal Assembly Drive, Charleston, South Carolina. The respondent has a 50% interest in the property.

### **LEGAL CONCLUSIONS**

#### **I. The Order for Execution Must Be Entered Prior to Ten Years From the Date of Entry of the Judgment, But the Sale May Take Place After 10 Years**

The date of entry of the judgment is February 17, 2014. Therefore, as has been previously held by this Court, the ten-year life of the judgment runs as of February 17, 2024. Pursuant to S.C. Code Ann. § 15-39-30, “Executions may *issue* upon final judgments or decrees at any time within ten years from the date of the original entry thereof.” (emphasis added) This Order serves as issuance of the order of execution, and therefore complies with the statutory requirements. All that is necessary is that the order is entered prior to the ten-year period running, and not that the sale is completed in this time period.

In *Gordon v Lancaster*, 425 S.C. 386, 823 S.E.2d 173 (2018), an order for execution was entered one day after the ten-year period had run; the court held that such an order was not enforceable. As of the date of this order in the case at bar, the judgment has active energy. Based on *Gordon* and the plain reading of the statute, so long as the order of execution is issued before the ten-year deadline, then statutory requirements for execution have been met. That the sale of the property occurs after the deadline does not violate this statutory requirement. The

requirement is that the order is entered by the ten-year deadline, and not that the sale occur before the ten year deadline.

**II. Edgefield is Entitled to a Judicial Sale of Two of the Above-Referenced Vehicles.**

Respondent testified during the supplementary proceedings as to ownership of the vehicles, and titles to said vehicles were presented to the Court at the February 5<sup>th</sup> hearing. Pursuant to S.C. Code § 15-41-30(A)(1)(b)(2), Respondent may protect his interest in only one motor vehicle, in an amount up to \$6,325. Respondent testified that each vehicle was worth less than this amount, and that none of the vehicles are subject to any other liens. The vehicle that is co-owned will not be executed upon at this time. At the February 5, 2024 hearing, Respondent's counsel elected to protect the 1988 Porsche. Respondent has no valid reason for withholding the other vehicles from execution. Therefore, the 2005 Honda CR-V and 2002 Mercedes E Class shall be sold by sheriff's sale.

**III. Edgefield is Granted a Charging Order as to Respondent's Distributional Interest in the Company.**

Pursuant to S.C. Code Ann. § 33-44-504, this Court has the ability to award Edgefield, as a judgment creditor, to "charge the distributional interest of [Respondent] to satisfy the judgment," to "make all other orders, directions, accounts, and inquiries [Respondent] might have made or which the circumstances may require to give effect to the charging order," and to "order a foreclosure of a lien on a distributional interest subject to the charging order **at any time.**" (emphasis added). Accordingly, this Court issues a charging order to Edgefield as to Respondent's distributional interests in the Company. *Id.* at cmt. ("A charging order is the only remedy by which a judgment creditor of a member or a member's transferee may reach the

distributional interest of a member or member's transferee.”). Thus, it is hereby ordered that a charging order be issued as to Respondent’s distributional interest in the Company.

#### **IV. Edgefield is Entitled to an Order for Foreclosure as to the Above-Ordered Charging Liens.**

Furthermore, Respondent is entitled to foreclose on the liens imposed by the aforementioned charging orders. Indeed, the “exclusive remedy” for a judgment creditor under the statute with respect to a judgment debtor’s interest in a limited liability company is foreclosure of that interest. *Kriti Ripley*, 404 S.C. at 380-81, 746 S.E.2d at 33.

The decision whether to grant foreclosure under Section 33–44–504 requires consideration of the totality of the circumstances in each individual case. *Id.* at 382-83, 746 S.E.2d at 34 (citing *Carroll v. Page*, 264 S.C. 345, 349, 215 S.E.2d 203, 205 (1975) (holding that in “an action in equity ... ‘the equities of both sides are to be considered, and each case must be decided on its own particular facts.’” (quoting 30 C.J.S. *Equity* § 89)). “However, the primary, and usually determinative, factor for a circuit court to consider is whether the judgment will be paid within a reasonable amount of time through distributions.” *Id.* In this case, Respondent has clearly indicated an unwillingness to make payments towards the judgment balance. Therefore, Edgefield is entitled to foreclose the liens imposed by the charging orders, not only as to the Respondent’s distributional interest in the Company, but also Respondent’s membership interest in the Company.

#### **V. The Court Will Not Order the Sale of the Real Property**

As of the date of the hearing, a second action is pending for the foreclosure of Edgefield’s judgment lien, in Case No. 2023-CP-08-00783. Therefore, this Court will not consider the sale of the real property. However, Respondent did elect to protect his homestead

interest in the real property under the Code; therefore, no wild card protection may be applied to the assets above.

#### **VI. No Sanctions Shall Be Issued**

The Respondent was late in providing documents to Edgefield as required by previous orders. The Court finds that the requirements for sanctions under Rule 37, SCRPC, and South Carolina law have not been met, and therefore no sanctions shall be issued.

NOW, THEREFORE, IT IS HEREBY ORDERED as follows:

1. Edgefield is entitled to the sale of two of the aforementioned motor vehicles, the 2005 Honda CR-V and 2002 Mercedes E Class.
2. A charging order is hereby granted to Edgefield against the distributional interest of Respondent in the Company, in accordance with S.C. Code Ann. § 33-44-501, and any distributions made to Respondent by reason of his ownership interest in the Company shall be, and the same hereby are, transferred to Edgefield. Respondent is hereby required to transfer any pay any distributional interests to Edgefield as they occur in the normal course, and to properly account for all payments and expenditures of the Company.
3. Edgefield is entitled to foreclose its charging lien against the Respondent's distributional and membership interest in the Company.
4. Each of the items of property set forth above shall be sold at the next available Berkeley County Sheriff's sale, after due advertisement as required by South Carolina law. Respondent shall voluntarily relinquish possession of this property, including all keys to the vehicles, as well as all keys, books, records, and any other items necessary for operating the Company, to the Sheriff so that the sale can be timely conducted.

5. Edgefield shall be entitled to apply any such distributions that it receives from the Company toward payment of its outstanding judgment.

6. Edgefield shall also be entitled to apply any such sale proceeds from the sale of the aforementioned vehicles and the Company toward payment of its outstanding judgment.

AND IT IS SO ORDERED.



Berkeley Common Pleas

**Case Caption:** Home Trust Bank VS Christian E Hamlin

**Case Number:** 2014CP0800321

**Type:** Master/Order/Other

AND IT SO ORDERED!

s/Dale E. Van Slambrook #3079

Electronically signed on 2024-02-09 14:56:25 page 7 of 7

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF BERKELEY	)	Civil Action No.: 2014-CP-08-00321
	)	
Edgefield Holdings, LLC,	)	
	)	
Petitioner/Judgment Creditor,	)	
	)	
vs.	)	<b>ORDER DENYING JUDGMENT</b>
	)	<b>DEBTOR’S MOTION TO RECONSIDER</b>
Christian E. Hamlin,	)	
	)	
Respondent/Judgment Debtor.	)	
	)	
	)	

---

This matter came before the Court on March 21, 2024, for consideration of the Respondent/Judgment Debtor’s Christian E. Hamlin’s (“Debtor”) Motion to Reconsider the Court’s order entered February 9, 2024. For the reasons set forth herein, Debtor’s Motion is DENIED.

**STANDARD OF REVIEW**

"Rule 59(e) of the South Carolina Rules of Civil Procedure provides, 'A motion to alter or amend the judgment shall be served not later than 10 days after receipt of written notice of the entry of the order.'" *Gobbi v. People's Fed. Bank*, No. 2006-UP-245, 2006 S.C. App. Unpub. LEXIS 231, at \*11 (Ct. App. May 16, 2006) (quoting Rule 59(e), SCRCP). Motions for reconsideration will not be granted absent "highly unusual circumstances." *U.S. ex rel. Becker v. Washington Savannah River Co.*, 305 F.3d 284, 290 (4th Cir. 2002) (stating that simple disagreements with the court's ruling will not support Rule 59(e) relief).<sup>1</sup> Courts have recognized three circumstances in which a court should grant a Rule 59(e) motion: (1) to accommodate an intervening change in controlling law; (2) to account for new evidence not available at trial; or

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<sup>1</sup> Rule 59 is substantially the same as the Federal Rule. *See Elam v. S.C. Dep't of Transp.*, 361 S.C. 9, 21, 602 S.E. 2d 772, 779 (2004) ("Rule 59(e) in the South Carolina and federal rules of civil procedure is practically identical.").

(3) to correct a clear error of law or prevent manifest injustice." *Hutchinson v. Staton*, 994 F.2d 1076, 1081 (4th Cir. 1993). Importantly, a motion for reconsideration is not a vehicle to re-litigate previously raised issues or "to raise argument or present evidence that could have been presented prior to the entry of judgment." *Dash v. Mayweather*, C/A No. 3:10-1036-JFA, 2010 U.S. Dist. LEXIS 95277, \*2 (D.S.C. Sept. 13, 2010) (quoting *Exxon Shipping Co. v. Baker*, 554 U.S. 471, n.5 (2008)). In other words, "[a] party cannot use Rule 59(e) to present to the court an issue the party could have raised prior to judgment but did not." *Stevens & Wilkinson of S.C., Inc. v. City of Columbia*, 409 S.C. 563, 567, 762 S.E.2d 693, 695 (2014); *Patterson v. Reid*, 318 S.C. 183, 185, 456 S.E.2d 436, 437 (Ct. App. 1995). Nor does "[a] party's mere disagreement with the court's ruling . . . warrant a Rule 59(e) motion." *In re Pella Corp. Architect & Designer Series Windows Mktg., Sales Practices & Prods. Liab. Litig.*, 269 F.Supp. 3d 685, 691 (D.S.C. 2017); see also *Lyons v. Fid. Nat'l Title Ins. Co.*, 415 S.C. 115, 135, 781 S.E.2d 126, 137 (Ct. App. 2015).

### CONCLUSIONS OF LAW

The Debtor's Motion was timely filed per Rule 59. The Court holds that all issues raised in Debtor's Motion were all properly addressed in the Court's February 9, 2024 Order. Because all issues were previously raised and ruled upon, the Motion is denied. The Court notes that there is one scrivener's error in the order, as the proper date for the date of the judgment as entered in North Carolina is August 13, 2013 rather than August 13, 2023.

AND IT IS SO ORDERED.



Berkeley Common Pleas

**Case Caption:** Home Trust Bank VS Christian E Hamlin

**Case Number:** 2014CP0800321

**Type:** Master/Order/Other

AND IT SO ORDERED!

s/Dale E. Van Slambrook #3079

Electronically signed on 2024-03-28 14:29:34 page 3 of 3

2014 -CP-08-321

STATE OF SOUTH CAROLINA )  
 ) IN THE COURT OF COMMON PLEAS  
COUNTY OF CHARLESTON )

HomeTrust Bank, ) Civil Action No.

Plaintiffs, )

vs. )

NOTICE OF FILING OF FOREIGN  
JUDGMENT

Christian E. Hamlin, )

Defendant. )

FILED  
2014 FEB 15 PM 4:41  
MARK P. BROOKS  
CLERK OF COURT  
BERKELEY COUNTY, S.C.

TO: THE DEFENDANT NAMED ABOVE:

PLEASE TAKE NOTICE that the Judgment of which a copy is attached hereto has been  
filed in the following Clerk's office:

Clerk of Court for Charleston County  
Charleston County Court House  
100 Broad Street, Suite 106  
Charleston, South Carolina 29401-2258

The names and addresses of the judgment creditor is:

HomeTrust Bank  
1900 Ridgefield Blvd  
Asheville, NC 28806

The name and address of the attorney for the judgment creditor is:

Dowse "Brad" Rustin, IV  
Nelson Mullins Riley & Scarborough, L.L.P.  
PO Box 10084  
Greenville, SC 29603

You have thirty (30) days from the date of receipt of this Notice to seek relief from the  
enforcement of the Judgment. If the Judgment is not satisfied and no relief is sought within such

thirty (30) day period, the Judgment will be enforced in this State in the same manner as a judgment of this State.

NELSON MULLINS RILEY & SCARBOROUGH, L.L.P.

By:     D. B. Rustin      
Dowse "Brad" Rustin, IV  
SC Bar No. 74934  
E-Mail: brad.rustin@nelsonmullins.com  
104 South Main Street / Ninth Floor  
Post Office Box 10084 (29603-0084)  
Greenville, SC 29601  
(864) 250-2300

Attorneys for Plaintiff HomeTrust Bank

February 10; 2014

**STATE OF NORTH CAROLINA**  
In The General Court Of Justice

**EXEMPLIFICATION**

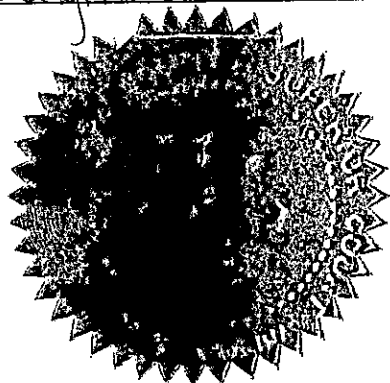
Henderson County

U.S. Code Title 28-17

As Clerk of the Superior Court of this County, State of North Carolina, I certify that the attached copies of the documents described below are true and accurate copies of the originals now on file in this office.

Number And Description Of Attached Documents

*Judgment*



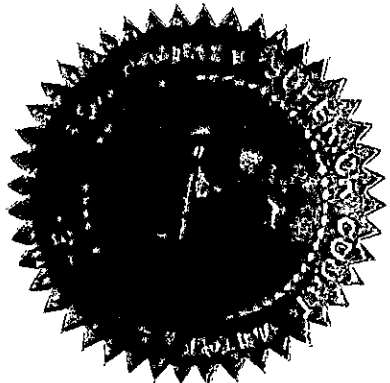
**FILED**  
2014 FEB 10 PM 11:14  
MARY P. BROWNE  
CLERK OF COURT  
BERKELEY COUNTY, S.C.

Date	<u>Jan 7, 2014</u>	
Signature	<u>[Signature]</u>	
Name (Type Or Print)	<u>Honorable Kimberly Gasperson - Justice</u>	
<input type="checkbox"/> Deputy CSC	<input type="checkbox"/> Assistant CSC	<input checked="" type="checkbox"/> Clerk Of Superior Court

As a Judge of the General Court of Justice, State of North Carolina, I certify that the signature appearing above that of the Clerk, Assistant Clerk, or Deputy Clerk of Superior Court for this County, who is duly sworn. I further certify that the seal affixed to the certificate appearing above is the seal of this Court and that it has been used here in good form by the proper officer.

Date	<u>Jan 7 2014</u>
Signature Of Judge	<u>[Signature]</u>
Name Of Judge (Type Or Print)	<u>Honorable Mark E. Powell</u>

As Clerk of the Superior Court of this County, State of North Carolina, I certify that the signature appearing above is that of a duly sworn Judge of the General Court of Justice, State of North Carolina.



Date	<u>1/7/14</u>
Signature	<u>[Signature]</u>
Name Of Clerk (Type Or Print)	<u>Laurie W. Guinn</u>
<input checked="" type="checkbox"/> Assistant CSC	<input type="checkbox"/> Clerk Of Superior Court



AND IT FURTHER APPEARING TO THE COURT that said verified statement of indebtedness constitutes an Affidavit of the Plaintiff within the meaning of Rule 55(b)(1) of the North Carolina Rules of Civil Procedure and that the Court has jurisdiction over the Defendant.

AND IT FURTHER APPEARING TO THE COURT that the Defendant is neither an infant nor an incompetent person nor in the military service and is otherwise subject to Judgment by Default under Rule 55 of the North Carolina Rules of Civil Procedure.

NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED, that the Plaintiff have and recover of the Defendant, the sum of \$93,662.92 as of the 8th day of May, 2013, plus interest as it continues to accrue at the rate of \$15.72 per diem from said date, until the date this Judgment is entered, then interest at the legal rate thereafter; attorney fees in the amount of \$14,049.42 and the costs of this action.

THIS, the 12 day of August, 2013.

KIMBERLY GASPERSOON-JUSTICE, CLERK OF COURT  
HENDERSON COUNTY, NORTH CAROLINA

By: Wendy G. Williams Asst.

STATE OF SOUTH CAROLINA )  
 )  
 COUNTY OF BERKELEY )  
 )  
 Edgefield Holdings, LLC, )  
 )  
 Plaintiff, )  
 )  
 vs. )  
 )  
 Christian Hamlin a/k/a Christian E. )  
 Hamlin, )  
 )  
 Defendant. )

---

IN THE COURT OF COMMON PLEAS

C.A. No.: 2023-CP-08-\_\_\_\_\_

**SUMMONS**

TO THE ABOVE-NAMED DEFENDANT:

**YOU ARE HEREBY SUMMONED** and required to answer the Complaint in this action, a copy of which is hereby served upon you, and to serve a copy of your answer to the Complaint on the subscriber at his office in Charleston, 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, judgment by default will be rendered against you for the relief demanded in the Complaint.

s/ Lawrence M. Hershon  
 Lawrence M. Hershon (SC Bar No. 77514)  
 The Hershon Law Firm, P.A.  
 1565 Sam Rittenberg Blvd., Suite 103  
 Charleston, SC 29407  
 Telephone: 843-829-2022  
 Facsimile: 843-829-2023  
 lawrence@hershonlawfirm.com

Attorneys for Plaintiff  
 Edgefield Holdings, LLC

March 20, 2023  
 Charleston, South Carolina

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF BERKELEY	)	
	)	C.A. No.: 2023-CP-08-_____
Edgefield Holdings, LLC,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	<b>COMPLAINT</b>
	)	<b>(Foreclosure of Judgment Lien)</b>
Christian Hamlin a/k/a Christian E.	)	<b>(Non-Jury)</b>
Hamlin,	)	
	)	
Defendant.	)	
	)	

---

The Plaintiff, Edgefield Holdings, LLC (“Plaintiff”), complaining of the Defendant herein, shows unto this Court as follows:

1. Plaintiff is a limited liability company duly organized and existing under the laws of the State of Delaware and is duly authorized to transact business in the State of South Carolina.
2. Upon information and belief, Defendant Christian Hamlin a/k/a Christian E. Hamlin (“Debtor”) is an individual citizen and resident of Berkeley County, South Carolina.
3. The property hereinafter described, which is the subject of this action, is situate and located in Berkeley County, South Carolina.
4. On February 17, 2014, HomeTrust Bank (“HomeTrust”) obtained a judgment against Debtor in Berkeley County, South Carolina in Case No. 2014-CP-08-00321, in the amount of \$107,712.34 (the “Judgment”), which continues to accrue interest at the judgment rate thereafter. A true and correct copy of the Judgment is attached hereto as **Exhibit A** and incorporated herein by reference.
5. The Judgment was subsequently assigned by HomeTrust to Plaintiff by that certain Assignment of Judgments filed with the Berkeley County Clerk of Court on March 20, 2023. A true and correct copy of the Assignment of Judgments is attached hereto as **Exhibit B** and incorporated herein by reference.

6. Plaintiff is informed and believes that its Judgment constitutes a lien on all real property owned by Debtor in Berkeley County at the time of filing or acquired after the time of filing, including without limitation the Properties (hereinafter defined) that are the subject of this action.

7. The property will be sold subject to the following liens: Mortgage dated November 3, 2008 and recorded November 12, 2008, in Book 7643 at Page 258, in the Berkeley County Register of Deeds Office, originally to USAA Federal Savings Bank, as assigned, amended, and modified by subsequent filings.

8. This Court has jurisdiction over the parties and subject matter of this action, and venue is proper in Berkeley County, South Carolina.

**FOR A FIRST CAUSE OF ACTION**  
**(Foreclosure on Judgment Lien – 140 Royal Assembly Drive,  
Berkeley County, SC)**

9. Plaintiff incorporates by reference the allegations in the paragraphs above as if fully restated herein.

10. Plaintiff is informed and believes Debtor owned a one-half (1/2) interest at the time of the filing of the Judgment in Berkeley County that certain real property located in Berkeley County described more fully as follows (the “Property”):

ALL that certain piece, parcel or lot of land, situate, lying and being in Berkeley County, South Carolina, being shown and described as Site 195, Beresford Hall Settlement, on a plat thereof entitled ' 'A Final Subdivision Plat of Lots 175 thru 200, Phase III-B And A 2.75 Acre Commercial Tract, Beresford Hall, Owned by Greenwood Development Corporation, Located in Berkeley County, City of Charleston, South Carolina," said plat being dated June 21, 2004 and June 24, 2004, prepared by Southeastern Surveying of Charleston, Inc., Certified by Mark S. Busey, SCPLS #10032, and recorded in the RMC Office for Berkeley County in Plat Cabinet Q, at Pages 261-C through 262-C. For a more detailed description as to the metes and bounds, courses and distances, reference is had to the aforementioned plat.

Being the same property conveyed to Simonini Builders of South Carolina Inc. by deed of Greenwood Development Corporation dated September 22, 2004 and recorded in Book 4259, Page 316 in the RMC Office for Berkeley County.

TMS # 268-10-01-021

11. Debtor and Annie Hamlin acquired the Property from Simonini Builders of South Carolina, Inc. by Title to Real Estate dated October 6, 2006, and recorded October 20, 2006, in Book 6061 at Page 226 in the Register of Deeds Office for Berkeley County.

12. Plaintiff has filed a Lis Pendens on the Property in conjunction with its filing of this lawsuit.

13. The indebtedness evidenced by the Judgment and secured by a valid lien on a one-half (1/2) interest in the Property has not been paid and remains due and owing in full.

14. The outstanding amount currently due and owing on the Judgment is \$107,712.34, plus post-judgment interest thereon, attorneys' fees, and the costs of this action.

15. As a result, Plaintiff is entitled to a judgment of foreclosure against Debtor in the amount of \$107,712.34, plus post-judgment interest thereon, attorneys' fees, and the costs of this action.

16. Plaintiff is informed and believes that its Judgment constitutes a valid second-priority lien on Debtor's one-half (1/2) interest in the Property, subject only to the mortgage referenced in Paragraph 7 above.

17. The interests of Defendant, if any, are junior and subordinate to the lien of the Plaintiff's Judgment, and the Plaintiff is entitled to judgment barring any Defendant and all persons claiming by or through the Defendant from any and all right, title and interest in or to the Debtor's one-half (1/2) interest in the Property, and each and every part thereof.

18. Plaintiff expressly reserves the right to have the proceeds from the sale of Property-1 applied to the outstanding balance of its Judgment, with any unpaid balance thereof remaining as a personal judgment against Debtor.

WHEREFORE, Plaintiff respectfully prays:

- a. That the amount due to Plaintiff on its Judgment be ascertained and determined under the direction of the Court, together with attorneys' fees and the costs of this action;
- b. For a judgment of foreclosure for the amount found due and owing to Plaintiff, together with attorneys' fees, and the costs of this action;
- c. That Debtor's interest in the Property be sold pursuant to Order of this Court, the equity of redemption be barred, and the proceeds of sales be first applied to the costs and expenses of this action, with the remaining proceeds to be paid to Plaintiff, with any amount in excess to be held by the Court until further ordered;
- d. That the Defendants and all persons whomsoever claiming by or through the Defendants be forever barred of all right, title, and interest in and to Debtor's interest in the Property, and each and every part thereof;
- e. That any unpaid balance on the Judgment after applying proceeds from the sales remain as a personal judgment against Debtor; and
- f. For such other and further relief as the Court may deem just and proper.

s/ Lawrence M. Hershon

Lawrence M. Hershon (SC Bar No. 77514)

The Hershon Law Firm, P.A.

1565 Sam Rittenberg Blvd., Suite 103

Charleston, SC 29407

Telephone: 843-829-2022

Facsimile: 843-829-2023

lawrence@hershonlawfirm.com

Attorneys for Plaintiff

Edgefield Holdings, LLC

March 20, 2023  
Charleston, South Carolina

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF BERKELEY	)	Civil Action No.: 2014-CP-08-00321
	)	
HomeTrust Bank,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	<b>NOTICE OF FILING ASSIGNMENT</b>
	)	<b>OF JUDGMENT</b>
	)	
Christian E. Hamlin,	)	
	)	
Defendant.	)	
	)	
_____	)	

PLEASE TAKE NOTICE that attached hereto is an Assignment of Judgments (the “Assignment”), assigning the judgment obtained in the captioned matter from HomeTrust Bank to Edgefield Holdings, LLC. The Assignment refers to the original North Carolina case number. The North Carolina judgment was domesticated into South Carolina, as a separate and new South Carolina judgment, in the captioned matter, on February 17, 2014.

s/Lawrence M. Hershon  
 Lawrence M. Hershon (SC Bar No. 77514)  
 The Hershon Law Firm, P.A.  
 1565 Sam Rittenberg Blvd., Suite 103  
 Charleston, SC 29407  
 Telephone: 843-829-2022  
 Facsimile: 843-829-2023  
 lawrence@hershonlawfirm.com  
 Attorney for Edgefield Holdings, LLC

March 20, 2023  
 Charleston, South Carolina

## **Exhibit B**

### **ASSIGNMENT OF JUDGMENTS**

HOMETRUST BANK ("**Assignor**"), for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby assigns, transfers, sets over and conveys to Edgefield Holdings, LLC, a Delaware limited liability company ("**Assignee**"), all of Assignor's right, title and interest in and to the judgments described on **Exhibit A** attached hereto (collectively, the "**Judgments**") and all related documents and rights, including, but not limited to, Loan Documents, that Assignor has in the Judgments, as the same may have been assigned, amended, supplemented, restated or modified. The Judgments are being assigned AS IS, WHERE IS, WITH ALL FAULTS, and WITHOUT RECOURSE, WARRANTY OR REPRESENTATION from Assignor.

**TO HAVE AND TO HOLD** the same unto Assignee and its successors and assigns forever.

It is the intention of the parties herein that by virtue of this Assignment, Assignee will become the owner of the Judgments and all of Assignor's rights, title and interest incident thereto.

Assignor hereby nominates and appoints Assignee as its attorney-in-fact, which shall be construed as being coupled with an interest, with respect to the assignment or recording of any Judgment or Loan Documents, which shall include the right to act in Assignor's and its affiliates' names, places and steads to execute, deliver and record any instrument of assignment, recording, perfection, protection, amendment, renewal, extension, application and any other documents which Purchaser, in its sole and exclusive judgment and discretion, deems necessary or desirable to assign, preserve, register and/or record its rights in and to the Judgments.

[Signature on following page]



**SCHEDULE of SUMMARY JUDGEMENTS SOLD to EDGEFIELD HOLDINGS ("Exhibit A")**

DATE: 02/28/2023

BORROWER	DEBTORS / GUARANTORS	LOAN #	TYPE OBLIGATION	SJ FILING DATE	EXPIRATION DATE	TOTAL DUE on	TOTAL DUE @	TOTAL KNOWN AMOUNT RECOVERED to DATE	ATTORNEY	COUNTY	STATE
						SJ DATE	02/28/2023				
TOLLEY PROPERTIES, LLC	MATTHEW D. & JENNIFER B. TOLLEY & South Chase Mortgage Corp.	2468012964	Judgement	05/22/2012	05/22/2022	\$ 320,067.98	\$ 576,851	\$ -	Allen, Stahl & Kilbourne	Anderson	SC
SCHOLTES WAYNE H. & LINDA C.	Same @ Borrower	3655387532	Judgement	06/27/2014	06/27/2024	\$ 734,385.70	\$ 1,184,148	\$ -	Van Winkle	Buncombe	NC
HAMLIN CHRISTIAN E.	Same @ Borrower	3655431900	Judgement	08/12/2013	08/13/2023	\$ 107,712.34	\$ 181,404	\$ -	Van Winkle	Henderson	NC
						<b>\$ 1,162,166.02</b>	<b>\$ 1,942,403.21</b>	<b>\$ -</b>			

**FORM**

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF BERKELEY	)	Civil Action No.: 2014-CP-08-00321
	)	
HomeTrust Bank,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	<b>WRIT OF EXECUTION</b>
	)	
Christian E. Hamlin,	)	
	)	
Defendant.	)	
	)	
_____	)	

To all and singular the Sheriffs and Constables of Berkeley County, South Carolina:

**WHEREAS**, Judgment was entered in North Carolina on August 12, 2013, and subsequently filed in South Carolina on February 17, 2014, in an action in the Court of Common Pleas for Berkeley County, entitled *HomeTrust Bank v. Christian E. Hamlin*, said judgment in favor of HomeTrust Bank (as subsequently assigned to Edgefield Holdings, LLC) and against Christian E. Hamlin, in the principal sum of \$107,712.34 plus interest at the judgment rate, as appears to us by the Notice of Filing of Foreign Judgment filed on February 17, 2014 (for the North Carolina judgment dated August 12, 2013).

**AND WHEREAS**, said judgment was docketed in Berkeley County on February 17, 2014 (for the judgment entered in North Carolina on August 12, 2013), and now due are the sums of \$107,712.34 as to Christian E. Hamlin plus post-judgment interest. **The total sum of \$107,712.34 plus interest is due as of July 5, 2023, and continues to accrue interest each day thereafter.**

**THEREFORE**, you are hereby commanded to satisfy the said judgment out of the personal property of the judgment debtor within your county; or if sufficient personal property cannot be found, then out of the real property in your county belonging to such judgment debtor on the day when the said judgment was docketed in Berkeley County, or at any time thereafter in

whose hands whosoever the same may be, and duly return this execution according to law to the Clerk of the Court of Common Pleas for the County of Berkeley.

s/ Lawrence M. Hershon  
Lawrence M. Hershon (SC Bar No. 77514)  
The Hershon Law Firm, P.A.  
1565 Sam Rittenberg Blvd., Suite 103  
Charleston, SC 29407  
Telephone: 843-829-2022  
Facsimile: 843-829-2023  
lawrence@hershonlawfirm.com

Attorney for Judgment Creditor

July 5, 2023  
Charleston, South Carolina

Witness the Honorable Leah Guerry Dupree, Clerk of Court for Berkeley County, South Carolina. (see attached electronic signature page)

TO THE SHERIFF OF THE AFORESAID COUNTY:

Endeavor to collect the sum of **\$107,712.34 plus interest until collected, as to Christian E. Hamlin**, in addition to the costs of executing on this judgment.



Common Pleas

**Case Caption:** Home Trust Bank VS Christian E Hamlin

**Case Number:** 2014CP0800321

**Type:** Motion/Execution of Judgment

So Ordered

S/Leah Guerry Dupree/TC

Electronically signed on 2023-07-05 10:59:21 page 3 of 3

STATE OF SOUTH CAROLINA )  
COUNTY OF BERKELEY )

IN THE COURT OF COMMON PLEAS  
FOR THE NINTH JUDICIAL CIRCUIT

Edgefield Holdings, LLC, )  
 )  
Plaintiff, )

CASE NO. 2023-CP-08-00783

vs. )

**PRE-ANSWER  
MOTION TO DISMISS**

Christian Hamlin a/k/a Christian E. )  
Hamlin, )  
 )  
Defendant. )  
\_\_\_\_\_ )

TO: Lawrence M. Hershon, Esq., Attorney for the Plaintiff

PLEASE TAKE NOTICE THAT Defendant Christian Hamlin a/k/a Christian E. Hamlin, by and through his undersigned attorney, Paul B. Ferrara, III, hereby moves for the dismissal of the Plaintiff’s Complaint within ten days or as soon thereafter as counsel may be heard. Plaintiff Edgefield Holdings, LLC is not authorized to maintain a proceeding in the State of South Carolina pursuant to S.C. Code Ann. § 33-15-107. Additionally, the assignment of judgment was not properly executed pursuant to North Carolina General Statutes § 1-246 and this North Carolina judgment cannot legally be enforced by Plaintiff in North Carolina or South Carolina.

According to South Carolina Code Ann. § 33-15-102, a foreign corporation transacting business in the State without a certificate of authority may not maintain a proceeding in any court of this State until it obtains a certificate of authority. While Plaintiff has a 2018 Certificate of Authority from the South Carolina Secretary of State, it has failed to meet the statutory prerequisites before filing this lawsuit. Pursuant to South Carolina Code Ann. § 33-15-107 (1) a foreign corporation that obtains a certificate of authority must maintain continuously in this State a registered office in this state. Plaintiff, Edgefield Holdings, LLC is a Delaware company,

whose principal place of business is in Atlanta Georgia. Plaintiff does not maintain a business in South Carolina and thus, does not meet the elements of South Carolina Code Ann. § 33-15-107 (1).

Furthermore, Plaintiff is trying to domesticate a North Carolina judgment in this Court. The judgment was assigned to Plaintiff by the original Plaintiff, Hometruster Bank. (attached as Exhibit "B") However, the assignment was not validly executed pursuant to North Carolina General Statutes § 1-246. North Carolina General Statutes § 1-246 states, in relevant part, that no assignment of judgment shall be valid unless it is signed by the owner of said judgment or his attorney under power of attorney and witnessed by the clerk or the deputy clerk of the superior court of the county in which said judgment is docketed. The assignment of judgment on file with the Court, dated February 28, 2023, was not witnessed by the clerk or deputy clerk of the General Court of Justice in Henderson County, and, as such, the assignment is not valid. Because the assignment is not valid, Edgefield Holdings, LLC does not have standing to bring the present suit, and the complaint must be dismissed.

WHEREFORE, Defendant Christian Hamlin a/k/a Christian E. Hamlin respectfully prays this Honorable Court enters an order dismissing the action.

FERRARA LAW FIRM, PLLC

*s/ Paul B. Ferrara, III*

Paul B. Ferrara, III (S.C. Bar No. 70511)

8887 Old University Boulevard

North Charleston, SC 29406

T: (843) 569-5511 | F: (843) 569-5411

[paul@ferraralawfirm.net](mailto:paul@ferraralawfirm.net)

*Attorney for the Defendant*

May 8, 2023  
North Charleston, SC

**FORM**

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF BERKELEY	)	Civil Action No.: 2014-CP-08-00321
	)	
HomeTrust Bank,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	<b>WRIT OF EXECUTION</b>
	)	
Christian E. Hamlin,	)	
	)	
Defendant.	)	
	)	
_____	)	

To all and singular the Sheriffs and Constables of Berkeley County, South Carolina:

**WHEREAS**, Judgment was entered in North Carolina on August 12, 2013, and subsequently filed in South Carolina on February 17, 2014, in an action in the Court of Common Pleas for Berkeley County, entitled *HomeTrust Bank v. Christian E. Hamlin*, said judgment in favor of HomeTrust Bank (as subsequently assigned to Edgefield Holdings, LLC) and against Christian E. Hamlin, in the principal sum of \$107,712.34 plus interest at the judgment rate, as appears to us by the Notice of Filing of Foreign Judgment filed on February 17, 2014 (for the North Carolina judgment dated August 12, 2013).

**AND WHEREAS**, said judgment was docketed in Berkeley County on February 17, 2014 (for the judgment entered in North Carolina on August 12, 2013), and now due are the sums of \$107,712.34 as to Christian E. Hamlin plus post-judgment interest. **The total sum of \$107,712.34 plus interest is due as of July 5, 2023, and continues to accrue interest each day thereafter.**

**THEREFORE**, you are hereby commanded to satisfy the said judgment out of the personal property of the judgment debtor within your county; or if sufficient personal property cannot be found, then out of the real property in your county belonging to such judgment debtor on the day when the said judgment was docketed in Berkeley County, or at any time thereafter in

whose hands whosoever the same may be, and duly return this execution according to law to the Clerk of the Court of Common Pleas for the County of Berkeley.

s/ Lawrence M. Hershon  
Lawrence M. Hershon (SC Bar No. 77514)  
The Hershon Law Firm, P.A.  
1565 Sam Rittenberg Blvd., Suite 103  
Charleston, SC 29407  
Telephone: 843-829-2022  
Facsimile: 843-829-2023  
lawrence@hershonlawfirm.com

Attorney for Judgment Creditor

July 5, 2023  
Charleston, South Carolina

Witness the Honorable Leah Guerry Dupree, Clerk of Court for Berkeley County, South Carolina. (see attached electronic signature page)

TO THE SHERIFF OF THE AFORESAID COUNTY:

Endeavor to collect the sum of **\$107,712.34 plus interest until collected, as to Christian E. Hamlin**, in addition to the costs of executing on this judgment.



Common Pleas

**Case Caption:** Home Trust Bank VS Christian E Hamlin

**Case Number:** 2014CP0800321

**Type:** Motion/Execution of Judgment

So Ordered

S/Leah Guerry Dupree/TC

Electronically signed on 2023-07-05 10:59:21 page 3 of 3

THIS IS TO CERTIFY THAT AFTER DUE DILIGENCE, SEARCH AND INQUIRY, I HAVE BEEN UNABLE TO LOCATE ANY PROPERTY ON THE DEBTOR ON WHICH TO LEVY IN BERKELEY COUNTY. I HEREBY NULLA BONA THIS EXECUTION.

11/30/23  
DATE

*S. Duane Lewis*  
S. DUANE LEWIS, SHERRIF  
BERKELEY COUNTY

INVESTIGATING DEPUTY  
Sgt Ellis OR  
NULLA BONA BY  
ATTORNEY'S REQUEST \_\_\_\_\_

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF BERKELEY	)	Civil Action No.: 2014-CP-08-00321
	)	
HomeTrust Bank,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	<b>PETITION IN SUPPLEMENTARY</b>
	)	<b>PROCEEDINGS</b>
	)	
Christian E. Hamlin,	)	
	)	
Defendant.	)	
	)	
_____	)	

The Petitioner/Judgment Creditor Edgefield Holdings, LLC in the foregoing action would respectfully show:

1. That Petitioner/Judgment Creditor has recovered a judgment against Respondent/Judgment Debtor Christian E. Hamlin (the “Respondent”), which judgment was filed in the Office of the Clerk of Court for Berkeley County on February 17, 2014 (as subsequently assigned to Edgefield Holdings, LLC).

2. That a Writ of Execution has been returned by the Sheriff marked *Nulla Bona*, and said judgment remains open and unsatisfied of record, a copy of which is on file in the matter captioned above.

3. That there remains unpaid on Petitioner’s judgment the sum of \$107,712.34, with post-judgment interest continuing to accrue until paid in full.

4. Petitioner is informed and believes that there are assets in possession or control of the Respondent, which are being withheld from the satisfaction of Petitioner’s judgment.

WHEREFORE, the undersigned deponent is informed and believes that Petitioner is entitled to have an Order of Reference and Rule to Show Cause and Order issued by the Court

requiring the Respondent to appear before the Master-in-Equity for Berkeley County, at some time and place to be determined by the Court, and there to answer concerning their property and to show cause, if any they can, why such property should not be applied to the Judgment herein.

s/ Lawrence M. Hershon

Lawrence M. Hershon (SC Bar No. 77514)

The Hershon Law Firm, P.A.

1565 Sam Rittenberg Blvd., Suite 103

Charleston, SC 29407

Telephone: 843-829-2022

Facsimile: 843-829-2023

lawrence@hershonlawfirm.com

Attorneys for Petitioner/Judgment Creditor

Edgefield Holdings, LLC

November 30, 2023

Charleston, South Carolina

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF BERKELEY	)	Case No. 2014-CP-08-00321
	)	
Edgefield Holdings, LLC, Petitioner/	)	
	)	
Judgment Creditor,	)	
	)	
vs.	)	
	)	
Christian E. Hamlin, Respondent/	)	
	)	
Judgment Debtor.	)	
	)	

**MEMORANDUM IN SUPPORT OF MOTION TO DISMISS**

This motion for supplemental proceedings must be dismissed as the underlying judgment of this suit is no longer active and thus no remedy is allowed to Plaintiff. Moreover, the motion to dismiss is pending before Judge McCoy in case number 2023-CP-08-00783 and as such, this provides an independent basis for not allowing the supplemental proceedings hearing to proceed.

S.C. Code Ann. § 15-39-30 provides that “Executions may issue upon final judgments or decrees at any time within ten years from the date of the original entry thereof and shall have active energy during such period, without any renewal or renewals thereof, and this whether any return may or may not have been made during such period on such executions.” *See* S.C. Code Ann. § 15-39-30. The South Carolina Supreme Court interpreted this statutory provision in *Gordon v. Lancaster* in 2018, holding that, “[a]ccording to the statute’s plain language, a creditor has ten years to execute on the judgment from the date of its entry, a time period that cannot be renewed.” *See* 425 S.C. 386, 390, 823 S.E.2d 173, 175 (2018).

In *Gordon*, the court held that the right of a creditor to peruse the assets of the debtor is “purely statutory,” and “its duration fixed by the legislature may not be prolonged by the courts and the bringing of an action to enforce the lien will not preserve it beyond the time fixed by the statute, if such time expires before the action is tried.” *Id.* at 392, 176. (quoting *Garrison v. Owens*, 258 S.C. 442, 189 S.E.2d 31 (1972)). The court found that the judgment was stale, and any liens extinguished after the ten-year period, even when Gordon had filed a Statute of Elizabeth claim, and a two-day bench trial was held and the underlying case was on appeal. *Id.*

Here, the judgment was entered against Mr. Hamlin on August 12, 2013. This judgment, any lien which resulted from the judgment, and supplemental proceedings related to the judgment expired on August 12, 2023, under S.C. Code Ann. § 15-39-30. *See Home Port v. Moore*, 359 S.C. 230, 597 S.E.2d 810 (2006) Because this judgment is the basis of Plaintiff’s claims against the Mr. Hamlin, Plaintiff’s claim for supplemental relief must fail.

The One judge rule prohibits any remedy in this matter. Judge McCoy is deciding the “active energy” issue in the case of *Edgefield Holdings v. Hamlin*, 2023-CP-08-00783. In this action, Edgefield Holdings is seeking to foreclose the 2013 judgment. Both matters involve the active energy of the 2013 judgment. Nonetheless, the South Carolina Supreme Court, as stated *supra*, has made it clear that a judgment, foreign or domestic, is only enforceable ten years after its original entry.

For the reasons stated above, this action must be ended. Therefore, Mr. Hamlin respectfully requests that the Court grant his motion to dismiss.

January 3, 2024

FERRARA LAW FIRM, PLLC,  
*/s Paul B. Ferrara, III*  
Attorney for Christian E. Hamlin  
8887 Old University Blvd.  
N. Charleston, SC 29406  
843-569-5511- (Office)  
843-569-5411- (Fax)  
[Paul@ferraralawfirm.net](mailto:Paul@ferraralawfirm.net)- (Email)

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF BERKELEY	)	Case No. 2014-CP-08-00321
	)	
Edgefield Holdings, LLC, Petitioner/	)	
	)	
Judgment Creditor,	)	
	)	
	)	NOTICE OF MOTION & MOTION
	)	TO RECONSIDER ORDER
	)	
vs.	)	
	)	
Christian E. Hamlin, Respondent/	)	
	)	
Judgment Debtor.	)	
	)	

To: Judge Van Slambrook and Mr. Hershon, Esq.

PLEASE TAKE NOTICE that on the Tenth (10<sup>th</sup>) day following service hereof, or as soon thereafter as they may be heard, the Debtor, Christian Hamlin, by and through her undersigned attorney, will move before your honor for an Order pursuant to Rule 59(e) of the South Carolina Rules of Civil Procedure granting the Defendants' Motion to Reconsider/Alter or Amend Judgment dated January 12, 2023 awarded in the above captioned case based upon the following:

Counsel articulated in Court and respectfully requests your honor to rule upon the following issues with respect to this foreign judgment execution matter:

1. The Court of appeals held in Payne v. Claffy, 281 S.C. 385, 315 S.E.2d 814 (Ct. App. 1984) common law provides that a foreign judgment cannot be enforced for a period greater than its original enforcement. Further, enactment of the Uniform Enforcement of Foreign Judgments Act does not abrogate or abolish the common-law ten-year enforcement of a foreign judgments.

Further, a statute is not to be construed as in derogation of common law rights if another interpretation is reasonable. Abba Equipment, Inc. v. Thomason, 335 S.C. 477, 517 S.E.2d 235 (S.C. App. 1999); see also O'Laughlin v. Windham, 330 S.C. 379, 498 S.E.2d 689 (Ct. App.1998) (strong presumption exists that General Assembly does not intend to supplant common law principles when enacting legislation).

2. The validity and effect of a foreign judgment must be determined by the laws of the state which rendered the original judgment. Hamilton v. Patterson; Security Credit Leasing, Inc. v. Armaly, 339 S.C. 533, 529 S.E.2d 283 (Ct.App.2000). "The law against which a foreign judgment is evaluated for viability and effect is the law of the State rendering the judgment." PYA/Monarch, Inc. v. Sowell's Meat & Servs., Inc., 327 S.C. 469, 486 S.E.2d 766 (Ct. App. 1997). To fulfill the requirements of the Full Faith and Credit Clause, "the judgment of a state court should have the same credit, validity, and effect, in every other court of the United States, which it had in the state where it was pronounced." Underwriters Nat'l Assurance Co. v. N.C. Life & Accident & Health Ins. Guar. Ass'n, 455 U.S. 691, 704, 102 S. Ct. 1357, 1365 (1982).

In this matter, the August 12, 2012, North Carolina judgment is enforceable for ten years pursuant to North Carolina General Statutes §1-47. The South Carolina Court of Appeals has stated "[W]e believe it would be anomalous for the Legislature to endow foreign judgment creditors with a greater period to collect from debtors in [this state] than creditors with domestic judgments.'..." Abba Equipment, Inc. v. Thomason, 335 S.C. 477, 517 S.E.2d 235 (S.C. App. 1999).

Based upon the above, the Order dated January 12, 2024, must be vacated and these supplemental proceedings case must be dismissed.

January 22, 2024

FERRARA LAW FIRM, PLLC,  
*/s Paul B. Ferrara, III*  
Attorney for Christian E. Hamlin  
8887 Old University Blvd.  
N. Charleston, SC 29406  
843-569-5511- (Office)  
843-569-5411- (Fax)  
[Paul@ferraralawfirm.net](mailto:Paul@ferraralawfirm.net)- (Email)

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF BERKELEY	)	Civil Action No.: 2014-CP-08-00321
	)	
Edgefield Holdings, LLC,	)	
	)	
Petitioner/Judgment Creditor,	)	
	)	
vs.	)	<b>PLAINTIFF’S MOTION TO COMPEL</b>
	)	<b>AND FOR SANCTIONS</b>
	)	
Christian E. Hamlin,	)	<b><u>PRIORITY MATTER</u></b>
	)	
Respondent/Judgment Debtor.	)	
	)	
_____	)	

Petitioner Edgefield Holdings, LLC (“Edgefield”), by and through its undersigned counsel, hereby moves the Court, pursuant to Rule 37 of the South Carolina Rules of Civil Procedure (“SCRCP”), for an Order (1) compelling Debtor to produce documents as required pursuant to the Rule to Show Cause and Order entered December 5, 2023, the Supplemental Rule to Show cause and Order dated December 19, 2023, and the Order entered January 12, 2024 and (2) sanctioning Debtor for his improper conduct. In support of this Motion, Edgefield shows the following to the Court:

1. Edgefield holds a judgment against Debtor in the sum of \$107,712.34, plus post-judgment interest at the judgment rate until paid in full, as it appears in the judgment filed in Berkeley County on February 17, 2014 (the “Judgment”). The Judgment remains unsatisfied and open of record.

2. The December 5<sup>th</sup> order required the production of many categories of documents relating to the execution of the Judgment. Despite that order being served on Debtor on December 12, 2023, Debtor failed to ever produce any documents as required by that order and failed to attend the hearing noticed therein for December 18, 2023 (for which an affidavit of personal service is filed of record).

3. A subsequent hearing was held on January 4, 2024. The hearing was attended by Debtor and his attorney. While Debtor's attorney made arguments that made it unclear as to whether service had been completed, counsel for Debtor clearly waived any contesting of service on the record.

4. The Court ruled at the January 4<sup>th</sup> hearing that Debtor was required to produce documents pursuant to the original Rule to Show Cause within five days following the hearing, and the Court clearly informed Debtor and his counsel that a failure to comply with the order would result in sanctions. The January 12, 2024 order (entered following the hearing) revised this date to five business days following the entry of the order, which, at its latest, placed the deadline for full and complete document production by no later than January 22, 2024. No production of any kind has been made by the deadline.

5. Yet, on January 22, 2024, Debtor filed a purported Motion to Reconsider the January 12, 2024 Order, on issues concerning the ten year length of the judgment, but not contesting the previous orders requiring production of financial documents.

6. Debtor's filing of the Motion to Reconsider and Debtor's failure to produce any documents pursuant to multiple court orders are both entirely without justification and indicate Debtor's lack of respect for the laws of this state and the orders of this Court. Debtor continues to file motions in bad faith, and fails to respond to court orders, thinking that he can simply wait out the judgment deadline (and make arguments for the expiration of the judgment that are in direct contravention of the case law of this state) rather than comply with court orders and state law.

7. Each and every document required for production specifically relates to information that may lead to the execution of assets.

8. The Debtor's failure to permit review of said documents must be perceived as an attempt to prevent the discovery of materials detrimental to Debtor, and supports Debtor's goal to thumb his nose at the laws of South Carolina and the rulings of this Court.

9. The Debtor's failure to permit full discovery is without any justification, entitling Edgefield to recover its costs and reasonable attorneys' fees necessitated by this Motion along with appropriate sanctions from this Court, including fines for Debtor's unsanctioned behavior and the immediate sale of Debtor's real and personal property without further unjustified delay.

WHEREFORE, Edgefield requests this matter be heard as a Priority Matter pursuant to Rule 40(a)(2) of the South Carolina Rules of Civil Procedure and moves the Court to compel the Debtor to require production of Debtor's financial records, assess sanctions, and set the Debtor's real property and personal property for sale, and for such other and further relief in favor of Edgfield as the Court deems just and proper.

Respectfully Submitted,

s/Lawrence M. Hershon

Lawrence M. Hershon (S.C. Bar No. 77514)  
1565 Sam Rittenberg Blvd., Suite 103  
Charleston, South Carolina 29407  
Telephone: (843) 829-2022  
Facsimile: (843) 829-2023  
lawrence@hershonlawfirm.com

*Attorney for Petitioner*

January 23, 2024  
Charleston, South Carolina

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF BERKELEY	)	Case No. 2023-CP-08-00783
	)	
Edgefield Holdings, LLC, Petitioner/	)	
	)	
Judgment Creditor,	)	NOTICE OF MOTION AND
	)	MOTION TO RECONSIDER
	)	ORDER DATED 1/19/2024
	)	
vs.	)	
	)	
Christian E. Hamlin, Respondent/	)	
	)	
Judgment Debtor.	)	

**TO: Judge McCoy and Lawrence Hershon, Esq.**

PLEASE TAKE NOTICE that on the Tenth (10<sup>th</sup>) day following service hereof, or as soon thereafter as they may be heard, the Debtor, Christian Hamlin, by and through his undersigned attorney, will move before your honor for an Order pursuant to Rule 59(e) of the South Carolina Rules of Civil Procedure granting the Defendants' Motion to Reconsider/Alter or Amend Judgment dated January 19, 2023 awarded in the above captioned case based upon the following:

Counsel articulated in Court and respectfully requests your honor to rule upon the following issues with respect to this foreign judgment execution matter:

1. The Court of appeals held in Payne v. Claffy, 281 S.C. 385, 315 S.E.2d 814 (Ct. App. 1984) common law provides that a foreign judgment cannot be enforced for a period greater than its original enforcement. Further, enactment of the Uniform Enforcement of Foreign Judgments Act does not abrogate or abolish the common-law ten-year enforcement of a foreign judgments. Furthermore, a statute is not to be construed as in derogation of common law rights if another interpretation is reasonable. Abba Equipment, Inc. v. Thomason, 335 S.C. 477, 517 S.E.2d 235 (S.C. App. 1999); see also

O'Laughlin v. Windham, 330 S.C. 379, 498 S.E.2d 689 (Ct. App.1998) (strong presumption exists that General Assembly does not intend to supplant common law principles when enacting legislation).

2. The validity and effect of a foreign judgment must be determined by the laws of the state which rendered the original judgment. See Hamilton v. Patterson; Security Credit Leasing, Inc. v. Armaly, 339 S.C. 533, 529 S.E.2d 283 (Ct.App.2000). "The law against which a foreign judgment is evaluated for viability and effect is the law of the State rendering the judgment." PYA/Monarch, Inc. v. Sowell's Meat & Servs., Inc., 327 S.C. 469, 486 S.E.2d 766 (Ct. App. 1997). To fulfill the requirements of the Full Faith and Credit Clause, "the judgment of a state court should have the same credit, validity, and effect, in every other court of the United States, which it had in the state where it was pronounced." Underwriters Nat'l Assurance Co. v. N.C. Life & Accident & Health Ins. Guar. Ass'n, 455 U.S. 691, 704, 102 S. Ct. 1357, 1365 (1982).

In this matter, the August 12, 2012, North Carolina judgment is enforceable for ten years pursuant to North Carolina General Statutes §1-306. **North Carolina law states "[N]o execution upon any judgment which requires the payment of money may be issued at any time after ten years from the date of the entry thereof . . . " (emphasis added)** The South Carolina Court of Appeals has stated "[W]e believe it would be anomalous for the Legislature to endow foreign judgment creditors with a greater period to collect from debtors in [this state] than creditors with domestic judgments!..." Abba Equipment, Inc. v. Thomason, 335 S.C. 477, 517 S.E.2d 235 (S.C. App. 1999).

Based upon the above, the Order dated January 19, 2024, must be vacated and this foreclosure case must be dismissed as the original North Carolina judgment was issued on August 12, 2012 and more than ten years has elapsed.

January 25, 2024

FERRARA LAW FIRM, PLLC,  
/s Paul B. Ferrara, III  
Attorney for Christian E. Hamlin  
8887 Old University Blvd.  
N. Charleston, SC  
29406  
843-569-5511-  
(Office)  
843-569-5411- (Fax)

[Paul@ferraralawfirm.net](mailto:Paul@ferraralawfirm.net)- (Email)

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF BERKELEY	)	Case No. 2014-CP-08-00321
	)	
Edgefield Holdings, LLC, Petitioner/	)	
	)	
Judgment Creditor,	)	MOTION TO RECONSIDER 2/9/2024 ORDER
	)	
vs.	)	
	)	
Christian E. Hamlin, Respondent/	)	
	)	
Judgment Debtor.	)	
	)	

To: Judge Van Slambrook and Mr. Hershon, Esq.

PLEASE TAKE NOTICE that on the Tenth (10<sup>th</sup>) day following service hereof, or as soon thereafter as they may be heard, the Debtor, Christian Hamlin, by and through his undersigned attorney, will move before your honor for an Order pursuant to Rule 59(e) of the South Carolina Rules of Civil Procedure granting the Defendants' Motion to Reconsider/Alter or Amend Judgment dated February 9, 2023 awarded in the above captioned case based upon the following:

Counsel articulated in Court and respectfully requests your honor to rule upon the following issues, with respect to this foreign judgment execution matter, to correct erroneous factual findings and errors of law involving the date of entry of the underlying money judgment and other matters raised but not addressed in the February 9, 2023, order as follows:

1. The Order incorrectly states the judgment in this matter was issued on August 13, 2023. This date is incorrect and may cause confusion when the sheriff seeks to

comply with this order. This is especially important for the Sheriff in evaluating the active energy of the judgment per S.C Code Ann. §15-39-30. This date should be corrected to August 13, 2013.

2. S.C. Code §15-39-30 provides that a judgment only has active energy for ten years from the date of its entry. The Debtor's right to legal due process requires particularized procedures to ensure fairness of Debtor's property. The due process embedded in the sale procedures provide the requisite procedural due process safeguards. In this matter, the sheriff cannot comply with S.C. Code §15-39-650 to provide 15 days' notice prior to the sale of personal property as ordered by this court, prior to the active energy expiring on February 17, 2024.
3. The sheriff sale of the LLC distributional interest that has been ordered on the February 9, 2024 Order of foreclosure, violates due process because of a multitude of reasons. The sheriff sale cannot occur prior to expiration of the active energy contained in 15-39-30. The sheriff's sale of the LLC interest is covered by Article 9 of the UCC. Article 9 requires a notice of default and ten (10) days' notice prior to sale of the LLC interest. The Court has yet to hold that said default notice was provided to the debtor prior to the Order of foreclosure being entered. Additionally, the amount of debt of the judgment as of the date of sale has not been established by testimony. This is important for two reasons: 1) the LLC or debtor can exercise their rights to redeem prior to the sale by paying the debt due as established by the Court and 2) the creditor can bid up to the actual amount of debt at the sale without having to post said cash with the sheriff or court.

4. The February 9, 2024, Order must be vacated as the legal debt allowed to be collected has yet to be established. The amount of the judgment has not been established by this Court and a sale should be occur until the amount can be ascertained. South Carolina's statute involving prejudgment interest provides that "[i]n all cases of accounts stated and, in all cases, wherein any sum or sums of money shall be ascertained and being due, shall draw interest according to law, the legal interest shall be at the rate of eight and three-fourths percent per annum." S.C. CODE ANN. § 34-31-20(A). Section 34-31-20(A) provides for simple interest. It does not provide for the compounding of interest. *See Edwards v. Campbell*, 369 S.C. 572, 578, 633 S.E.2d 514, 517 (2006) (holding that only simple interest was recoverable under former version of post-judgment interest statute, which previously did not provide for compound interest). Cases from other jurisdictions indicate that awarding post-judgment interest on top of pre-judgment interest is disallowed because it improperly compounds the interest. *See State Highway Dep't v. Owens*, 171 S.E.2d 770 (Ga. Ct. App. 1969) (award of post-judgment interest on entire amount of judgment, which included both principal and prejudgment interest, was improper in that it provided for interest on interest); *Williams v. Runion*, 325 S.E.2d 441 (Ga. Ct. App. 1984) (trial judge may properly award prejudgment interest as part of damages under the Unliquidated Damages Interest Act, but post-judgment interest may be applied only against principal amount of judgment and may not properly include prejudgment interest as that would allow award of interest upon interest); *Cooper v. Gibson Grp., Ltd., of Pinellas Cnty., Inc.*, 640 So. 2d 156 (Fla. Dist. Ct. App. 1994) ("The award of prejudgment interest cannot itself bear

interest. We, accordingly, reverse that portion of the final judgment which awards post judgment interest on the amount found due as prejudgment interest ..."); ***S & E Contractors, Inc. v. City of Tampa***, 629 So. 2d 883 (Fla. Dist. Ct. App. 1993) ("Post judgment interest may not be awarded on amount found due as prejudgment interest."); ***Trans World Airlines, Inc. v. Summa Corp.***, 1987 WL 5778, 13 Del. J. Corp. L. 386, 401 (Del. Ch. 1987) (disallowing post-judgment interest on its award of prejudgment interest because Delaware law "clearly disfavors compound interest"). This Court's Order improperly allows the Plaintiff to recover interest, as established by the North Carolina judgment on top of their award of post judgment interest-i.e., it permits compounding of interest in violation of South Carolina law. The Order should be vacated or altered and corrected to hold that the Plaintiffs are not entitled to recover interest on the prejudgment interest already awarded to them in the original North Carolina judgment.

5. Equity commands your Honor to use Rule 71 to oversee the foreclosure sale of the LLC interest. Rule 71 of the South Carolina Rules of Civil Procedure and the court supervised foreclosure sale is a better procedure for the Court to confirm the sale as opposed to a sheriff sale. This Court, in its equitable powers, should apply to the foreclosure sale of the LLC interest to comport with the procedural due process safeguards and ensure the sale can be confirmed using Rule 71 of the South Carolina Rules of Civil Procedure. There are only two reported cases where an LLC interest was foreclosed and ordered to be sold. ***Kriti Ripley, LLC v. Emerald Investments***, 404 S.C 367 (2013) in Charleston and ***Levi v. Carolinian*** in Horry County, in an unreported decision in 2015-002638. Both matters used Rule

- 71 of the South Carolina Rules of Civil Procedure to provide legal due process safeguards associated with a foreclosure sale of an LLC interest. This was required so that the sale can be properly supervised and confirmed by the Court.
6. Defendants respectfully move this Court to alter or amend its Order to find that a sale by the Sheriff under the procedures applicable to personal property would be inadequate and inequitable in this case and would work a forfeiture or sacrifice of Hamlin Family Holdings, LLC, and Mr. Hamlin's equity in the company. A Sheriff's sale following the procedures applicable to personal property is not the most appropriate way to sell Hamlin's interest. Instead, the Court should direct that the foreclosure sale of Hamlin's distributional interest in Hamlin Family Holdings, LLC shall be conducted in accordance with and subject to the procedures followed for the foreclosure of a real estate mortgage set forth at S.C. R. Civ. PRO. 71; S.C. CODE ANN. §§ 15-39-610 to -900; S.C. CODE ANN. §§ 29-3-610 to -790. When the Court is "sitting in equity," it should "consider the equities of both sides, balancing the two to determine what, if any, relief to give." Anderson v. Buonforte, 365 S.C. 482, 617 S.E.2d 750, 755 (Ct. App. 2005); Straight v. Goss, 383 S.C. 180, 678 S.E.2d 443, 457-58 (Ct. App. 2009). A charging order has been issued in this case and that remedy provides an adequate remedy to the creditor all while balancing of the creditor rights and debtor rights. The sheriff sale of the LLC interest is inadequate in an intangible asset such as an LLC interest and equity demands Court oversight of the sale to ensure due process has been met.
7. In Gordon v. Lancaster, the Court, in footnote 6 stated, "We overrule Linda Mc prospectively, yielding protection only to pending cases that fall within its

narrow holding.” (citation omitted) The Gordon decision was issued in 2018 and these supplemental proceedings matter was instituted in 2023 and thus the savings footnote referenced above is inapplicable.

8. Common law of South Carolina does not allow a judgment to be enforceable for greater than ten years See Payne v. Claffy, 281 S.C. 385, 315 S.E.2d 814 (Ct. App. 1984) Further, enactment of the Uniform Enforcement of Foreign Judgments Act does not abrogate or abolish the common-law ten-year enforcement of a foreign judgments.
9. Further, a statute is not to be construed as in derogation of common law rights if another interpretation is reasonable. Abba Equipment, Inc. v. Thomason, 335 S.C. 477, 517 S.E.2d 235 (S.C. App. 1999); see also O’Laughlin v. Windham, 330 S.C. 379, 498 S.E.2d 689 (Ct. App.1998) (strong presumption exists that General Assembly does not intend to supplant common law principles when enacting legislation). Here, the original judgment cannot be enforceable, against a South Carolina resident, for greater than ten years after its issuance. As such, the judgment is expired and unenforceable.
10. Our courts zealously ensure that judicial sales are openly and freely conducted, and nothing is allowed to chill the bidding. Howell v. Gibson, 208 S.C. 19, 31, 37 S.E.2d 271, 276 (1946); Eastern Savings Bank, FSB v. Sanders, 373 S.C. 349, 644 S.E.2d 802, 805-06 (Ct. App. 2007). "A trial court has considerable discretion in setting a minimum price for property sold at a judicial sale and in deciding whether to confirm a sale over an objection that the price is inadequate." Citibank, N. A. v. Data Lease Financial Corp., 645 F.2d 333, 339 (5<sup>th</sup> Cir. 1981).

"By the normal exercise of these powers, a court of equity in a foreclosure suit would have full authority to fix the terms and time of the foreclosure sale and to refuse to confirm sales upon equitable grounds where they were found to be unfair, or the price bid was inadequate." Honeyman v. Jacobs, 306 U.S. 539, 543 (1939). Long ago the United States Supreme Court held that a foreclosure sale may be set aside before confirmation upon the single ground of inadequacy of price, if such price is "grossly disproportionate to the value of the property." Ballentyne v. Smith, 205 U.S. 285 (1907). In Geffert v. National City Bank of New York, 313 U.S. 221, 232 (1941), the Supreme Court reiterated that "it is quite uniformly the rule in this country, as in England, that while equity will not set aside a sale for mere inadequacy of price, it will do so if the inadequacy is so great as to shock the conscience or if there are additional circumstances against its fairness, such as chilled bidding." In applying their general equity powers, South Carolina's courts and others have set aside a foreclosure sale to avoid a forfeiture or sacrifice of the debtor's equity in the property when the price received at the sale is so low as to "shock the conscience." American General Financial Services, Inc. v. Brown, 376 S.C. 580, 658 S.E.2d 99, 101 & n.2 (2008); Wells Fargo Bank, NA v. Turner, 378 S.C. 147, 662 S.E.2d 424, 425 (Ct. App. 2008); Herlong-Sierra Homes, Inc. v. United States, 358 F.2d 300 (9th Cir. 1966); United States v. Wells, 403 F.2d 596 (5th Cir. 1968); US v. MacKenzie, 322 F. Supp. 1058, 1059 (D. Nev. 1971); Rife v. Woolfolk, 289 S.E.2d 220 (W. Va. 1982). Our courts have observed that the sales price obtained at a foreclosure sale will "shock the conscience" when the price is less than 10% of the fair value of the property. Investors Sav. Bank v. Phelps, 303 S.C. 15, 397 S.E.2d 780, 782 (S.C. Ct. App. 1990); *see also* American General Financial Services, Inc., 658 S.E.2d at 101.

In this case, Christian Hamlin owns 100% of the membership interest of Hamlin Family Holdings, LLC. Because of provisions in the LLC Act, and the Operating Agreement, any purchaser or transferee of Hamlin's interest at a foreclosure sale receives only the "distributional interest" and cannot exercise any control over Hamlin Family Holdings, LLC business, unless Hamlin consents. *See* S.C. CODE ANN. § 33-44-503(a) ("A transferee of a distributional interest may become a member of a limited liability company if and to the extent that the transferor gives the transferee the right in accordance with authority described in the operating agreement or all other members consent."); *id.* § 33-44-504(b) ("A purchaser at the foreclosure sale has the rights of a transferee."). Because of these limitations on the rights of any purchaser at a foreclosure sale, there will be no readily available market for sale of Hamlin's distributional interest. It is unreasonable to expect that anyone other than Edgefield Holdings will bid to purchase Hamlin's distributional interest at a Sheriff's sale conducted on the courthouse steps pursuant to the procedures applicable to personal property when the purchaser would have no voting rights and no guarantee of any distributions to its members. A foreclosure by Sheriff's sale will ensure that Edgefield Holdings, LLC is the only bidder, and it will acquire Hamlin's equity at a price much less than fair value.

The Sheriff does not normally handle sales on the courthouse steps involving property interests of the type at issue in this case-i.e., a member's distributional interest in a South Carolina limited liability company. Other courts have held that a Sheriff's sale is not the best method of liquidating a member's interest in a limited liability company to satisfy a judgment. In Bobak Sausage Co. v. Bobak Orland Park, Inc., 2008 WL 4814693 (N.D. Ill. Nov. 3, 2008), a creditor obtained a money judgment against an individual who held a 30% interest in an LLC. In the creditor's action to collect its judgment against the LLC member, the

Court specifically rejected the argument that a sheriff's sale of the member's interest in the LLC was the appropriate method for liquidating the debtor's interest in the LLC. The Court stated:

It is clear that [the debtor's] interest in [the LLC] is relatively liquid because the operating agreement severely limits the alienability of full membership interests. The Illinois LLC statute provides that a transferee of an interest in an LLC takes the interest "in accordance with the authority described in the operating agreement or all other members consent." Under the [LLC's operating agreement], any transferee takes only an economic interest, or the right to receive monetary distributions from the LLC. A transferee has no voting or management rights unless the transferee is approved by unanimous vote of the remaining members. The [LLC's] operating agreement makes no distinction between voluntary and involuntary transfers. As a result, a transferee that gains an interest in [the LLC] through a forced sale or involuntary conveyance obtains only an economic or distributional interest in [the LLC], unless she can win the consent of the remaining members.

Because a transferee must win approval of the other members to have the ability to exercise control over the management and business of the entity, there is considerable risk involved in acquiring an interest through a forced sale. Even were the transferee able to gain full management and voting rights, she would be severely limited in her ability to sell her interest by the same restrictions in the LLC agreement. As [the debtor] notes, there is no ready market for such an asset. A public sale [held by the sheriff] is, therefore, not the most appropriate way to sell the property. *Id.* at \*4-5 (citation omitted); *see also In re LaHood*, 437 B.R. 330, 341 (C.D. Ill. 2010) (citing *Bobak Sausage* and holding that "[the debtor's] interest in [an LLC] was also largely liquid, with no readily available market for sale given the restrictions on attempts to transfer membership interest contained in the Operating

Agreement, and a public sale by the sheriff would clearly not be a very effective method to liquidate his interest").

With no readily available market for sale given the restrictions on transfers of a membership interest, a foreclosure by Sheriff's sale utilizing the procedures for personal property is not the best method to liquidate Hamlin's distributional interest because it will effectively cause a forfeiture of Hamlin's equity in Hamlin Family Holdings, LLC to Edgefield Holdings, LLC. "A court of equity abhors forfeitures and will not lend its aid to enforce them." Regions Bank v. Wingard Properties, Inc., 394 S.C. 241, 715 S.E.2d 348, 356 (Ct. App. 2011) (citation omitted). "Equity does not favor forfeitures or penalties and will relieve against them when practicable in the interest of justice." Lane v. NY. Life Ins. Co., 147 S.C. 333, 145 S.E. 196,209 (1928). The court has the power in equity to deny or delay forfeiture when fairness demands. Lewis v. Premium Inv. Corp., 351 S.C. 167,568 S.E.2d 361,364 (2002); Regions Bank, 715 S.E.2d at 356. Clearly the sheriff's sale will result in a forfeiture to Hamlin; whereas a judicial foreclosure sale, conducted by the Master, will be fairer and provide adequate due process.

Based upon the above, the Order dated February 9, 2024, must be vacated and these supplemental proceedings case must be dismissed and closed.

February 19, 2024

FERRARA LAW FIRM, PLLC,  
/s Paul B. Ferrara, III  
Attorney for Christian E. Hamlin  
8887 Old University Blvd.  
N. Charleston, SC  
29406 843-569-5511-  
(Office)  
843-569-5411- (Fax)  
[Paul@ferraralawfirm.net](mailto:Paul@ferraralawfirm.net)- (Email)

NOTICE OF INTENT TO APPEAL IN A CIVIL CASE

THE STATE OF SOUTH CAROLINA  
In the Court of Appeals

APPEAL FROM BERKELEY COUNTY  
Court of Common Pleas

\_\_\_\_\_  
Dale E. Van Slambrook, Master-in-Equity

\_\_\_\_\_  
Case No.: 2014-CP-08-00321

Edgefield Holdings, LLC,

Respondent,

v.

Christian E. Hamlin,

Appellant.

\_\_\_\_\_  
NOTICE OF INTENT TO APPEAL  
\_\_\_\_\_

Christian E. Hamlin appeals the order of the Honorable Dale E. Van Slambrook dated February 9, 2024, granting in part and denying in part Petitioner’s motion to compel and for sanctions. Appellant received written notice of entry of this order on February 9, 2024. Additionally, Christian E. Hamlin appeals the order of the Honorable Dale E. Van Slambrook dated March 28, 2024, denying judgment debtor’s motion to reconsider. Appellant received written notice of entry of this order on March 28, 2024.

April 19, 2024

FERRARA LAW FIRM, PLLC  
s/ Paul B. Ferrara, III  
Paul B. Ferrara, III (S.C. Bar No. 70511)  
Attorney for Appellant  
8887 Old University Boulevard  
North Charleston, SC 29406  
T: (843) 569-5511 | F: (843) 569-5411  
[paul@ferraralawfirm.net](mailto:paul@ferraralawfirm.net)

Other Counsel of Record:  
Lawrence M. Hershon, Esq.  
The Hershon Law Firm, P.A.  
1565 Sam Rittenberg Blvd, Suite 103  
Charleston, SC 29407  
Attorney for Respondent

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**PROOF OF SERVICE**

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I certify that I have served a copy of the notice of intent to appeal by emailing a copy to Judge Dale E. Van Slambrook at [dale.vanslambrook@berkeleycountysc.gov](mailto:dale.vanslambrook@berkeleycountysc.gov) and Mr. Lawrence M. Hershon Esq. at [lawrence@hershonlawfirm.com](mailto:lawrence@hershonlawfirm.com) on April 19, 2024.

/s Paul B. Ferrara, III  
Paul B. Ferrara, III  
SC Bar No. 70511  
8887 Old University Blvd. Suite 200  
North Charleston, SC 29406  
(843) 569-5511/ (843) 569-5411 fax  
[paul@ferraralawfirm.net](mailto:paul@ferraralawfirm.net)  
Attorney for Appellant

ELECTRONICALLY FILED 2024 Apr 19 10:38 AM - BERKELEY - COMMON PLEAS - CASE#2014CP0800321

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF BERKELEY	)	Civil Action No.: 2014-CP-08-00321
	)	
Edgefield Holdings, LLC,	)	
	)	
Petitioner/Judgment Creditor,	)	
	)	
vs.	)	<b>ORDER GRANTING IN PART AND</b>
	)	<b>DENYING IN PART PETITIONER'S</b>
Christian E. Hamlin,	)	<b>MOTION TO COMPEL AND FOR</b>
	)	<b>SANCTIONS</b>
	)	
Respondent/Judgment Debtor.	)	
	)	
	)	

This matter came before the Court on February 5, 2024, for consideration of the Petitioner/Judgment Creditor Edgefield Holdings, LLC's ("Edgefield") Motion to Compel and Sanctions. For the reasons set forth herein, Edgefield's Motion is granted in part and denied in part.

**FINDINGS OF FACT**

1. HomeTrust Bank recovered a judgment against Respondent/Judgment Debtor Christian E. Hamlin (the "Respondent") in the State of North Carolina on August 13, 2023. HomeTrust Bank then domesticated the judgment into South Carolina, under the Uniform Enforcement of Foreign Judgments Act, which judgment was filed in the Office of the Clerk of Court for Berkeley County on February 17, 2014. The judgment was subsequently assigned to Edgefield.

2. The Respondent owns four vehicles. One automobile is owned jointly with his wife, Annie Hamlin, a 2003 Chevrolet with VIN 3GNFK16Z73G116335. The vehicles owned outright by Respondent with no other liens of record are: a 2005 Honda CR-V with VIN

JHLRD78925C029195, a 1988 Porsche 944 with VIN WP0AA2959JN150740, and a 2002 Mercedes E Class with VIN WBDJH65J62B409904.

3. The Respondent is the sole member of a limited liability company, Hamlin Family Holdings LLC (the “Company”). The Company owns and operates a Christian Brothers Automotive shop in Goose Creek, South Carolina.

4. The Respondent is an of owner real property located at 140 Royal Assembly Drive, Charleston, South Carolina. The respondent has a 50% interest in the property.

### LEGAL CONCLUSIONS

#### **I. The Order for Execution Must Be Entered Prior to Ten Years From the Date of Entry of the Judgment, But the Sale May Take Place After 10 Years**

The date of entry of the judgment is February 17, 2014. Therefore, as has been previously held by this Court, the ten-year life of the judgment runs as of February 17, 2024. Pursuant to S.C. Code Ann. § 15-39-30, “Executions may *issue* upon final judgments or decrees at any time within ten years from the date of the original entry thereof.” (emphasis added) This Order serves as issuance of the order of execution, and therefore complies with the statutory requirements. All that is necessary is that the order is entered prior to the ten-year period running, and not that the sale is completed in this time period.

In *Gordon v Lancaster*, 425 S.C. 386, 823 S.E.2d 173 (2018), an order for execution was entered one day after the ten-year period had run; the court held that such an order was not enforceable. As of the date of this order in the case at bar, the judgment has active energy. Based on *Gordon* and the plain reading of the statute, so long as the order of execution is issued before the ten-year deadline, then statutory requirements for execution have been met. That the sale of the property occurs after the deadline does not violate this statutory requirement. The

requirement is that the order is entered by the ten-year deadline, and not that the sale occur before the ten year deadline.

**II. Edgefield is Entitled to a Judicial Sale of Two of the Above-Referenced Vehicles.**

Respondent testified during the supplementary proceedings as to ownership of the vehicles, and titles to said vehicles were presented to the Court at the February 5<sup>th</sup> hearing. Pursuant to S.C. Code § 15-41-30(A)(1)(b)(2), Respondent may protect his interest in only one motor vehicle, in an amount up to \$6,325. Respondent testified that each vehicle was worth less than this amount, and that none of the vehicles are subject to any other liens. The vehicle that is co-owned will not be executed upon at this time. At the February 5, 2024 hearing, Respondent's counsel elected to protect the 1988 Porsche. Respondent has no valid reason for withholding the other vehicles from execution. Therefore, the 2005 Honda CR-V and 2002 Mercedes E Class shall be sold by sheriff's sale.

**III. Edgefield is Granted a Charging Order as to Respondent's Distributional Interest in the Company.**

Pursuant to S.C. Code Ann. § 33-44-504, this Court has the ability to award Edgefield, as a judgment creditor, to "charge the distributional interest of [Respondent] to satisfy the judgment," to "make all other orders, directions, accounts, and inquiries [Respondent] might have made or which the circumstances may require to give effect to the charging order," and to "order a foreclosure of a lien on a distributional interest subject to the charging order **at any time.**" (emphasis added). Accordingly, this Court issues a charging order to Edgefield as to Respondent's distributional interests in the Company. *Id.* at cmt. ("A charging order is the only remedy by which a judgment creditor of a member or a member's transferee may reach the

distributional interest of a member or member's transferee.”). Thus, it is hereby ordered that a charging order be issued as to Respondent’s distributional interest in the Company.

#### **IV. Edgefield is Entitled to an Order for Foreclosure as to the Above-Ordered Charging Liens.**

Furthermore, Respondent is entitled to foreclose on the liens imposed by the aforementioned charging orders. Indeed, the “exclusive remedy” for a judgment creditor under the statute with respect to a judgment debtor’s interest in a limited liability company is foreclosure of that interest. *Kriti Ripley*, 404 S.C. at 380-81, 746 S.E.2d at 33.

The decision whether to grant foreclosure under Section 33–44–504 requires consideration of the totality of the circumstances in each individual case. *Id.* at 382-83, 746 S.E.2d at 34 (citing *Carroll v. Page*, 264 S.C. 345, 349, 215 S.E.2d 203, 205 (1975) (holding that in “an action in equity ... ‘the equities of both sides are to be considered, and each case must be decided on its own particular facts.’” (quoting 30 C.J.S. *Equity* § 89)). “However, the primary, and usually determinative, factor for a circuit court to consider is whether the judgment will be paid within a reasonable amount of time through distributions.” *Id.* In this case, Respondent has clearly indicated an unwillingness to make payments towards the judgment balance. Therefore, Edgefield is entitled to foreclose the liens imposed by the charging orders, not only as to the Respondent’s distributional interest in the Company, but also Respondent’s membership interest in the Company.

#### **V. The Court Will Not Order the Sale of the Real Property**

As of the date of the hearing, a second action is pending for the foreclosure of Edgefield’s judgment lien, in Case No. 2023-CP-08-00783. Therefore, this Court will not consider the sale of the real property. However, Respondent did elect to protect his homestead

interest in the real property under the Code; therefore, no wild card protection may be applied to the assets above.

#### **VI. No Sanctions Shall Be Issued**

The Respondent was late in providing documents to Edgefield as required by previous orders. The Court finds that the requirements for sanctions under Rule 37, SCRPC, and South Carolina law have not been met, and therefore no sanctions shall be issued.

NOW, THEREFORE, IT IS HEREBY ORDERED as follows:

1. Edgefield is entitled to the sale of two of the aforementioned motor vehicles, the 2005 Honda CR-V and 2002 Mercedes E Class.
2. A charging order is hereby granted to Edgefield against the distributional interest of Respondent in the Company, in accordance with S.C. Code Ann. § 33-44-501, and any distributions made to Respondent by reason of his ownership interest in the Company shall be, and the same hereby are, transferred to Edgefield. Respondent is hereby required to transfer any pay any distributional interests to Edgefield as they occur in the normal course, and to properly account for all payments and expenditures of the Company.
3. Edgefield is entitled to foreclose its charging lien against the Respondent's distributional and membership interest in the Company.
4. Each of the items of property set forth above shall be sold at the next available Berkeley County Sheriff's sale, after due advertisement as required by South Carolina law. Respondent shall voluntarily relinquish possession of this property, including all keys to the vehicles, as well as all keys, books, records, and any other items necessary for operating the Company, to the Sheriff so that the sale can be timely conducted.

5. Edgefield shall be entitled to apply any such distributions that it receives from the Company toward payment of its outstanding judgment.

6. Edgefield shall also be entitled to apply any such sale proceeds from the sale of the aforementioned vehicles and the Company toward payment of its outstanding judgment.

AND IT IS SO ORDERED.

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Berkeley Common Pleas

**Case Caption:** Home Trust Bank VS Christian E Hamlin

**Case Number:** 2014CP0800321

**Type:** Master/Order/Other

AND IT SO ORDERED!

s/Dale E. Van Slambrook #3079

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STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF BERKELEY	)	Civil Action No.: 2014-CP-08-00321
	)	
Edgefield Holdings, LLC,	)	
	)	
Petitioner/Judgment Creditor,	)	
	)	
vs.	)	<b>ORDER DENYING JUDGMENT</b>
	)	<b>DEBTOR'S MOTION TO RECONSIDER</b>
Christian E. Hamlin,	)	
	)	
Respondent/Judgment Debtor.	)	
	)	
	)	

This matter came before the Court on March 21, 2024, for consideration of the Respondent/Judgment Debtor's Christian E. Hamlin's ("Debtor") Motion to Reconsider the Court's order entered February 9, 2024. For the reasons set forth herein, Debtor's Motion is DENIED.

**STANDARD OF REVIEW**

"Rule 59(e) of the South Carolina Rules of Civil Procedure provides, 'A motion to alter or amend the judgment shall be served not later than 10 days after receipt of written notice of the entry of the order.'" *Gobbi v. People's Fed. Bank*, No. 2006-UP-245, 2006 S.C. App. Unpub. LEXIS 231, at \*11 (Ct. App. May 16, 2006) (quoting Rule 59(e), SCRCP). Motions for reconsideration will not be granted absent "highly unusual circumstances." *U.S. ex rel. Becker v. Washington Savannah River Co.*, 305 F.3d 284, 290 (4th Cir. 2002) (stating that simple disagreements with the court's ruling will not support Rule 59(e) relief).<sup>1</sup> Courts have recognized three circumstances in which a court should grant a Rule 59(e) motion: (1) to accommodate an intervening change in controlling law; (2) to account for new evidence not available at trial; or

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<sup>1</sup> Rule 59 is substantially the same as the Federal Rule. *See Elam v. S.C. Dep't of Transp.*, 361 S.C. 9, 21, 602 S.E. 2d 772, 779 (2004) ("Rule 59(e) in the South Carolina and federal rules of civil procedure is practically identical.").

(3) to correct a clear error of law or prevent manifest injustice." *Hutchinson v. Staton*, 994 F.2d 1076, 1081 (4th Cir. 1993). Importantly, a motion for reconsideration is not a vehicle to re-litigate previously raised issues or "to raise argument or present evidence that could have been presented prior to the entry of judgment." *Dash v. Mayweather*, C/A No. 3:10-1036-JFA, 2010 U.S. Dist. LEXIS 95277, \*2 (D.S.C. Sept. 13, 2010) (quoting *Exxon Shipping Co. v. Baker*, 554 U.S. 471, n.5 (2008)). In other words, "[a] party cannot use Rule 59(e) to present to the court an issue the party could have raised prior to judgment but did not." *Stevens & Wilkinson of S.C., Inc. v. City of Columbia*, 409 S.C. 563, 567, 762 S.E.2d 693, 695 (2014); *Patterson v. Reid*, 318 S.C. 183, 185, 456 S.E.2d 436, 437 (Ct. App. 1995). Nor does "[a] party's mere disagreement with the court's ruling . . . warrant a Rule 59(e) motion." *In re Pella Corp. Architect & Designer Series Windows Mktg., Sales Practices & Prods. Liab. Litig.*, 269 F.Supp. 3d 685, 691 (D.S.C. 2017); see also *Lyons v. Fid. Nat'l Title Ins. Co.*, 415 S.C. 115, 135, 781 S.E.2d 126, 137 (Ct. App. 2015).

### CONCLUSIONS OF LAW

The Debtor's Motion was timely filed per Rule 59. The Court holds that all issues raised in Debtor's Motion were all properly addressed in the Court's February 9, 2024 Order. Because all issues were previously raised and ruled upon, the Motion is denied. The Court notes that there is one scrivener's error in the order, as the proper date for the date of the judgment as entered in North Carolina is August 13, 2013 rather than August 13, 2023.

AND IT IS SO ORDERED.



Berkeley Common Pleas

**Case Caption:** Home Trust Bank VS Christian E Hamlin

**Case Number:** 2014CP0800321

**Type:** Master/Order/Other

AND IT SO ORDERED!

s/Dale E. Van Slambrook #3079

Electronically signed on 2024-03-28 14:29:34 page 3 of 3

EELECTRONICALLY FILED 2024 MAR 28 03:56 AM - BERKELEY - COMMON PLEAS - CASE#2014CP0800321

1           IN THE COURT OF COMMON PLEAS  
2           FOR THE STATE OF SOUTH CAROLINA  
3           BERKELEY COUNTY

3           TRANSCRIPT OF  
4           HEARING PROCEEDINGS  
4           FEBRUARY 5, 2024

5   EDGEFIELD HOLDINGS, LLC,  
6           Petitioner/Judgment Creditor,

7                           Case No. 2014-CP-08-00321

8           vs.

8   CHRISTIAN E. HAMLIN,  
9           Respondent/Judgment Debtor.

10   \_\_\_\_\_

11   DATE:           FEBRUARY 5, 2024

12   TIME:           2:00 P.M.

13   LOCATION:        BERKELEY COUNTY COURTHOUSE  
14                   300-B California Avenue,  
14                   Second floor, Courtroom B  
15                   Moncks Corner, SC 29461

15

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17

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19   REPORTED BY:   ABBY BISHOP  
20                   CLARK BOLEN  
20                   29 Gamecock Avenue, Suite 200  
21                   Charleston, SC 29407  
21                   843-762-6294  
22                   WWW.CLARKBOLEN.COM

22

23

24

1           A P P E A R A N C E S

2   BEFORE THE HONORABLE DALE EDWARD VAN SLAMBROOK,  
3   MASTER-IN-EQUITY

4   ON BEHALF OF EDGEFIELD HOLDINGS, LLC:

5           THE HERSHON LAW FIRM, P.A.  
6           BY: LAWRENCE M. HERSHON  
7           1565 Sam Rittenberg Blvd., Ste. 103  
8           Charleston, SC 29407

9   ON BEHALF OF CHRISTIAN E. HAMLIN:

10          FERRARA LAW FIRM  
11          BY: PAUL FERRARA  
12          8887 Old University Blvd.  
13          North Charleston, SC 29406

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1 INDEX

2 EXAMINATIONS PAGE

3 TRANSCRIPT OF PROCEEDINGS 4

4 CERTIFICATE OF REPORTER 72

5

6 EXHIBITS

7 (None were marked.)

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1 JUDGE VAN SLAMBROOK: We are here  
2 on a motion for sanctions in 2014-CP-08-00321,  
3 Home Trust Bank versus Hamlin.

4 Mr. Hershon, this is your motion;  
5 is that correct?

6 MR. HERSHON: That's correct, Your  
7 Honor.

8 JUDGE VAN SLAMBROOK: Okay. All  
9 right. And this is regarding some -- the  
10 equivalent of discovery items, documents,  
11 paperwork, numbers that were to be supplied  
12 pursuant to a previous order from me; is that  
13 correct?

14 MR. HERSHON: That's correct, Your  
15 Honor. The motion also references the idea of  
16 what those sanctions could be in the relief,  
17 basically --

18 JUDGE VAN SLAMBROOK: Okay.

19 MR. HERSHON: -- things that the  
20 creditor has already requested to you in terms of  
21 whether there can be sale of property and things  
22 like that that I'm happy to run through, but you  
23 know it's titled a Motion for Sanctions, but I  
24 think the relief also gets us to similar as to

1 JUDGE VAN SLAMBROOK: All right.

2 Well, tell me exactly what you're asking for, and  
3 then we we'll hear from Mr. Ferrara.

4 MR. HERSHON: Sure. And if you  
5 don't mind, Judge, I'd like to go through a  
6 little bit of a timeline since there's been --  
7 this judgment has had some history to it and  
8 there's the other case that we talked about as  
9 well if the Court will indulge me. I think that  
10 will help with --

11 JUDGE VAN SLAMBROOK: Please.

12 MR. HERSHON: -- the overall with  
13 relief potentially for this matter. Yeah, so as  
14 the Court has stated, we're here for an order  
15 that was -- a January 12th order in this Court  
16 that referenced document production in it as well  
17 as a December 5th order that was initially not  
18 responded either in terms of a rule to show  
19 cause.

20 I think documents have been produced and  
21 I'll go through the timeline of when on that. So  
22 it's not that there hasn't been any response from  
23 the debtor, Mr. Hamlin. It's been more of a  
24 timing thing in some of the motions that have

1 information, now that I have that information on  
2 behalf of my client with what that means.

3 This judgment originated in North  
4 Carolina on August 12th, 2013, for Home Trust  
5 Bank. That judgment was then domesticated into  
6 South Carolina on February 17th, 2000. As it's  
7 already been argued and dealt with in the Court  
8 that that is the date that the judgment became a  
9 South Carolina judgment, I believe is now the law  
10 of the case in this case that the Court has ruled  
11 on that that is the judgment date for purposes of  
12 this matter's supplemental proceedings and the  
13 judgment lien as it is in South Carolina.

14 On March 20th, 2023 -- so already  
15 fast-forwarding nine years later -- is when that  
16 judgment was assigned to my client, Edgefield  
17 Holdings, LLC. And the assignment of judgment  
18 was filed with the Berkeley County Clerk of  
19 Court.

20 On that same day, there was a separate  
21 lawsuit filed for foreclosure of this judgment  
22 lien. And as it was discussed with the Court  
23 last time and the Court noting about the  
24 foreclosure process versus the execution process,

1 foreclosing of the lien or to help with notice  
2 issues to help to make sure if there were junior  
3 lien holders, to deal with that. The title  
4 search does show that there's not junior lien  
5 holders here below the judgment lien.

6 But that's typically how I like to  
7 handle the judgment liens that I seek to execute  
8 on if there is a real property available.

9 It was served on the debtor at his  
10 residence, which is the property that's being  
11 sought for foreclosure on March 24th, 2023. On  
12 the answer deadline of April 24th, Mr. Ferrara  
13 reached out to me as counsel for the debtor. He  
14 informed me that he had just been retained and  
15 asking for a 20-day extension. I granted a  
16 14-day extension at that time.

17 On the answer deadline, a 12(b) motion  
18 to dismiss was filed by the debtor on grounds  
19 that Edgefield, LLC, was not registered to do  
20 business in South Carolina and that the judgment  
21 did not get assigned per the North Carolina rules  
22 for what was required in a judgment assignment in  
23 North Carolina. We believe those two grounds  
24 were completely unfounded. Sent a notice letter

1 were inappropriate and frivolous. No changes  
2 were made at that time.

3 A motion under the Frivolous Proceedings  
4 Act was filed about a couple of weeks after the  
5 filing of that motion and was filed on behalf of  
6 Edgefield.

7 Unfortunately, of course, the docket in  
8 Berkeley County is behind despite attempts to  
9 contact the chief administrative judge. We were  
10 not able to get that hearing set any time soon  
11 after the motion was scheduled for -- motion  
12 filed was scheduled for October 12th and was  
13 heard virtually by Judge McCoy on that date.

14 Judge McCoy took the matter under  
15 consideration. He did not rule on that day. He  
16 was informed during the hearing about my client's  
17 belief and position on the end date of the  
18 judgment being in February 2024 and needing the  
19 matter ruled upon quickly.

20 When that did not occur as of the  
21 beginning of December and with the end date of  
22 the judgment coming out, that was the reason for  
23 approaching this Court directly for a  
24 supplemental proceedings hearing and for a rule

1 at the beginning of December. An order was  
2 issued on December 5th for a hearing to be held  
3 on --

4 JUDGE VAN SLAMBROOK: The  
5 foreclosure was under the 2020, I guess, case  
6 number?

7 MR. HERSHON: I think it has a 2023  
8 case number, Your Honor.

9 JUDGE VAN SLAMBROOK: Oh, I'm  
10 sorry. '23.

11 MR. HERSHON: Yeah, I apologize.  
12 Yeah.

13 JUDGE VAN SLAMBROOK: So we have to  
14 be careful not to commingle the two cases. We  
15 have the 2023-CP-08-0783. That's the foreclosure  
16 action that you are referring to?

17 MR. HERSHON: Yes, Your Honor.  
18 Thank you for that clarification. Yes.

19 JUDGE VAN SLAMBROOK: But what's  
20 before us today is under the 2014-CP-08-00321?

21 MR. HERSHON: Yes, that's what's in  
22 front of us -- yes, that's certainly what's in  
23 front of you right now, Your Honor. And I'll go  
24 into that some more, the history, but I

1 important. I just wanted to inform the Court of  
2 what was happening over there and to have it  
3 clear in the record about these two separate  
4 proceedings that are going along now in some ways  
5 alongside each other when they weren't at the  
6 beginning of this process.

7       The debtor was served directly with that  
8 notice of the hearing that was set for -- the  
9 rule to show cause that was set for December  
10 18th. That rule to show cause had a normal set  
11 of requests for financial documents in it as well  
12 as for Mr. Hamlin's appearance. He was served on  
13 December 12th. He did not show. Mr. Ferrara did  
14 not show. Mr. Ferrara's office was delivered a  
15 copy of the hearing notice and the rule to show  
16 cause on December 8th. It wasn't acknowledged  
17 and no waiver of service was provided at that  
18 time.

19       Shortly after the hearing, Mr. Ferrara  
20 made a notice of appearance in the supplemental  
21 proceedings 2014 case. He'd previously made an  
22 appearance in the foreclosure case, but that's  
23 the date he made an appearance and informed me  
24 that he thought Mr. Hamlin -- or the reason for

1 provided enough proper notice, timing of notice  
2 to appear at that December 18th hearing despite  
3 being served on December 12th.

4 The Court entered a new order on  
5 December 18th based on the failure of the debtor  
6 to appear, and a hearing was set for January 4th  
7 of this year, of 2024. That order did require  
8 service on Mr. Hamlin.

9 Again, service was attempted by  
10 requesting that the service be completed or  
11 waived by his attorney's office. That was not  
12 granted. The debtor was not able to be found.  
13 His son was served at the house, but it was not  
14 served directly upon Mr. Hamlin.

15 However, at the hearing, Mr. Hamlin  
16 appeared and and Mr. Ferrara appeared, and on the  
17 record, that requirement of whether there was any  
18 issue, the service was waived on the record  
19 there.

20 At that hearing, the judge ruled on a  
21 motion to dismiss that was filed the day before  
22 the hearing by the debtor requesting that the  
23 Court dismiss the supplemental proceedings  
24 matter. That was denied at the hearing.

1 at the end of the hearing, there were no  
2 documents being produced under the previous  
3 December order, and the Court ordered that the  
4 document production be made within five days and  
5 that Mr. Ferrara or his office prepare the order  
6 for all the parties.

7 That order was shared with me. We had a  
8 disagreement about the timing. The timing he  
9 said was listed as five business days for  
10 document production, five business days from the  
11 date of the entry of the order as opposed to what  
12 I heard at the hearing of five days from the date  
13 of the hearing itself.

14 I think because of the Court's -- and  
15 your calendar, that order was submitted on that  
16 Friday, but late in the day, and you entered it  
17 the following Friday, the 12th. It gave five  
18 business days for production, which, because of a  
19 holiday on the following Monday for Martin Luther  
20 King Day, that set the document production at  
21 December 20th.

22 So now we're at a date of December 20th  
23 for production --

24 JUDGE VAN SLAMBROOK: January 20th.

1 you, Your Honor. January 20th. All of those  
2 dates are January. I apologize.

3 So it set a production date of  
4 January 20th. Rather than file some motion to  
5 reconsider or something like that, on behalf of  
6 Edgefield, said, Hey. We'll get those documents  
7 on the 20th. From my understanding, they  
8 should've been produced on the 9th, but 11 days,  
9 even with this short amount of time, let's see  
10 what the documents are at that time.

11 Instead of a document production on the  
12 20th, Mr. Hamlin filed a motion to reconsider the  
13 Court's order from the supplemental proceedings  
14 hearing going back to arguments about the length  
15 of the judgment, whether it was in the ten years,  
16 those types of items that the Court had ruled  
17 upon. There was no mention of the document  
18 production.

19 It seems to me that what could've  
20 happened is that document production could have  
21 been made and reserving all rights as to, you  
22 know, producing documents about financials is  
23 totally different than whether execution can  
24 happen on them. Those financials and information

1 could've been provided early in January. They  
2 could've been provided within five days of the  
3 hearing. They could've been provided a day after  
4 the hearing. They weren't.

5       Instead, there was a motion to  
6 reconsider thinking that would make it that no  
7 documents needed to be produced. That motion was  
8 denied by the Court without a hearing on  
9 January 20th. Sorry. Let me make sure I get  
10 that right. That's not correct. Sorry. The  
11 20th was the date that the document production  
12 was due and the date that the motion to  
13 reconsider was filed by Mr. Hamlin. That was  
14 instead denied on the 23rd, I believe.

15       In between then, just for the record, in  
16 the foreclosure case, separate case, Judge McCoy  
17 denied the motion to dismiss and the motion for  
18 violation of the Frivolous Proceedings Act.  
19 Those were denied by a Form 4 order on  
20 January 19th in response to a 12(b) motion, which  
21 is fairly typical.

22       Swinging back to this case, because of  
23 the failure to produce documents, the motion for  
24 sanctions was filed on January 23rd. Still,

1 was informed by counsel for Mr. Hamlin that, Hey.  
2 The documents could be ready immediately. We  
3 just want to have a ruling on the motion to  
4 reconsider first.

5 And then, again, in between the -- for  
6 the foreclosure matter, a motion to reconsider  
7 that order denying a motion to dismiss was filed  
8 on January 25th.

9 So, again, on the 12(b) motion, there's  
10 somehow a motion to reconsider being filed. I  
11 never see that in practice, because once that's  
12 denied, it's really time to move on.

13 In between then, a motion for an order  
14 for reference to this Court was entered, but I  
15 think, you know, that is still in some ways  
16 pending because of the motion to reconsider that  
17 has been filed in that case that Judge McCoy has  
18 not ruled on. And a motion to reconsider that  
19 brings up grounds that were not in the original  
20 motion that was before that Court.

21 I guess, correcting one thing, the  
22 motion to reconsider here -- sorry to keep  
23 jumping around. I just want to keep that in the  
24 timeline. The motion to reconsider here on the

1 While documents were told they could be  
2 produced immediately at that time, I still didn't  
3 get anything until January 30th. On  
4 January 30th, the production of some bank account  
5 records, car title records, a little bit of tax  
6 returns, and a mortgage statement were produced,  
7 and I think also a business operating agreement  
8 were produced.

9 So the items that are listed in the  
10 order, basically from the January hearing,  
11 January order were produced at that time, but not  
12 until January 30th. Then some more production  
13 was made on January 31st that filled out some  
14 more tax returns and some more bank statements.

15 And then, today, over the weekend in  
16 preparing for this hearing, Mr. Ferrara did call  
17 me on Friday to ask, Hey. Do you have what you  
18 need? I looked at it again over the weekend and  
19 said, It would be helpful for me to know what  
20 categories of documents do not exist. And so  
21 something that was akin to a response to a  
22 requests for produce was produced before I got to  
23 the hearing today, which does help lay out for  
24 me, Hey. What documents are not available?

1 documents generally responsive, you know, without  
2 me being able to question the debtor, I think the  
3 documents have been produced that the debtor says  
4 he has in each category that are out there. It's  
5 just they did not come until January 30th or 31st  
6 and then some confirmation today, at least, on  
7 some documents that do not exist.

8 So, Your Honor, based on the -- so part  
9 of the reason for going through that track record  
10 is to -- some of the length of time that has gone  
11 by, of course, the judgment creditor has taken  
12 his time coming before this Court, but I think  
13 there's also an obligation on the debtor that  
14 once there's an order that has been served on him  
15 to produce what is required so that the assets  
16 can be reviewed and determine what can actually  
17 be executed upon, and I guess now we have in  
18 front of us and certainly able to put something  
19 in front of the Court more so, if so required or  
20 so requested, if the judge will grant relief is  
21 that we do have things such as the mortgage  
22 account statement that shows the actual debt  
23 because at the first hearing I was in front of  
24 you in December, I had to estimate how much debt

1           So, now, I know exactly how much is on  
2 the house and can run the numbers and still show  
3 that there's plenty of equity in Mr. Hamlin's  
4 ownership interest for there to be execution on  
5 that property.

6           We've got five car titles. Only one of  
7 those -- one of them -- all five cars Mr. Hamlin  
8 owns. One of the five is co-owned with Ms.  
9 Hamlin. So at least to the cars he just owns,  
10 there's four. So presumably, he can only protect  
11 one of those. There'd be three that could be  
12 sold.

13           Third, there's a business that was  
14 testified to at the hearing. I want to get the  
15 name right for the record. It's called Hamlin  
16 Family Holdings, LLC. It's a South Carolina LLC.

17           At the hearing, my notes state that Mr.  
18 Hamlin testified that it's co-owned by him and  
19 his wife. The operating agreement that was  
20 produced as a part of the production from the  
21 debtor shows that the sole owner and sole member  
22 is Christian Hamlin, the debtor.

23           That entity -- certainly his testimony  
24 at the hearing and the tax returns that were

1 year. And so it's certainly appropriate for a  
2 charging lien to be able to be entered and to be  
3 able to foreclose that charging lien as well.

4 Certainly, each of those -- the home has  
5 been the primary objective because of the clear  
6 equity there. Things like the car and the  
7 business are requested as relief -- sanctions and  
8 as relief under the filing made in front of this  
9 Court.

10 As alternative, certainly if the house  
11 was executed upon, the other items I don't think  
12 would need to be. I think this relief could be  
13 granted, one, on -- one, based on the Court's  
14 equitable powers; two, based on Mr. Hamlin's not  
15 following of the previous Court's direction and  
16 the timing it took to get there; and, three, if  
17 looking at the law and the opinion of -- I think,  
18 you know, the guiding opinion that's going to be  
19 before the Court on the ten-year issue is the  
20 Gordon v. Lancaster case that the Supreme Court  
21 ruled on.

22 But I think what is significant in that  
23 when I was reviewing that case again, what that  
24 court really centers on is a judgement that hit

1 referee issued an order about execution one day  
2 after the judgment expired.

3 The Court ruled in that situation that,  
4 Hey. That's after ten years. That order is  
5 after ten years. There's no more time. There's  
6 no more life on the judgment.

7 In looking back, that case is overruling  
8 the Linda Mack case. And what the Linda Mack  
9 case got on is, Hey. If something is pending  
10 with the Court after the ten-year period -- with  
11 the Court before the ten-year period, but it's  
12 still pending with the Court after the ten-year  
13 period, something could still be ruled on.

14 And in one part, it was saying, Hey. If  
15 they're just waiting on an order, you should be  
16 able to wait on a order. What that got turned  
17 into, based on other time in that, was that  
18 things could -- something could get filed a day  
19 before the ten years run and then you're dealing  
20 with a two- or three-year lawsuit. And the Court  
21 was really shutting down that concept.

22 What the Court doesn't rule on directly  
23 is, Hey. What if the Court issued that order a  
24 day before the ten years, but the actual taking

1 occurs after the ten-year period.

2 In my read of that case, Your Honor, is  
3 that so long as the Court enters its order of  
4 execution before the ten years, it doesn't matter  
5 that that execution of the events that take place  
6 -- that need to take place for that execution to  
7 be completed and take place after the ten years,  
8 it's just that the Court has to have its ruling  
9 in place on what that execution is by the  
10 ten-year deadline.

11 And so here that places us up until  
12 February 17th, which does hit it on a weekend so  
13 it's probably that Friday before then of -- I  
14 think we're looking at the end of next week as  
15 the time deadline here.

16 This is a judgment, Your Honor, that now  
17 has a value of, with interest, a little bit --  
18 \$268,650.68 as of today with an \$87 per day per  
19 diem. This certainly is not a small matter.  
20 Certainly we're dealing with someone's home. I  
21 certainly understand the significance of that.

22 But with information that could have  
23 been provided earlier in this case that could've  
24 had things where we were in front of you on these

1 difference in terms of what's left in this  
2 judgment. What I'm requesting from the Court,  
3 Your Honor, is to look at that totality of  
4 circumstances that have raised -- what's allowed  
5 under the Gordon case and for execution on this  
6 home to now be issued. Thank you, Your Honor.

7 JUDGE VAN SLAMBROOK: And the  
8 dispositive case that you're reading, the ability  
9 to execute or act upon an order issued prior to  
10 the ten-year expiration, which case is that  
11 again?

12 MR. HERSHON: So that operative  
13 case, Your Honor, is the Gordon versus -- I don't  
14 know if it's Lancaster or Lancaster case. It's  
15 425 S.C. 386. It was a 2018 opinion written by  
16 Judge Hearn, which Judge Hearn's name -- she  
17 seems to be the judge that writes on some of  
18 these judgment issues. She's the one who also  
19 dealt with that Riddle case that we were dealing  
20 with in the last hearing.

21 So that's the one that really talks  
22 about the idea. And the way the statute is  
23 written under 15-39-32 is applying that statute  
24 and what it means. In my reading of that case,

1 ten years. But if an order is issued before the  
2 ten years, that's the step -- because that's the  
3 order that can be appealed. That's what really  
4 sets everything, you know, Hey. Yes. Money is  
5 going to have to come in after that, but in terms  
6 of any further execution, that's the deadline  
7 when a court cannot issue an order granting  
8 relief anymore is at the ten-year point.

9 JUDGE VAN SLAMBROOK: So the order  
10 that you're asking for today, at least, as to the  
11 automobiles and the business would be finding  
12 that based upon the information ultimately  
13 presented, there's no exemption available for at  
14 least three of the vehicles, identify three of  
15 the vehicles, and that those be sold in whatever  
16 appropriate fashion -- I'm not sure exactly how  
17 that would happen -- probably a sheriff's sale --  
18 and then the funds turned over to be applied  
19 toward the judgment as well as the charging lien  
20 as against the LLC, which you've indicated, and  
21 based on the documentation, is solely in the name  
22 of this defendant; is that correct?

23 MR. HERSHON: Correct.

24 JUDGE VAN SLAMBROOK: Okay. All

1 MR. HERSHON: Yes, Your Honor, I  
2 mean, the -- certainly the -- not having things  
3 at that January hearing has caused the need for  
4 this hearing and caused attorney's fees. I've  
5 not tried to compile what my total time added to  
6 this point is, but I'm seeking monetary sanctions  
7 for the conduct.

8 JUDGE VAN SLAMBROOK: Monetary  
9 sanctions in the form of what?

10 MR. HERSHON: In the form of --  
11 based on an estimate, five additional hours of  
12 time and a court reporter. That would add up to  
13 \$2,000, Your Honor.

14 JUDGE VAN SLAMBROOK: Okay. And I  
15 can tell you that -- and you didn't ask for and I  
16 don't know whether you're waiving or  
17 acknowledging -- maybe the same thinking that I  
18 have -- relative to the mortgage and the real  
19 property, that really falls within the separate  
20 action, the earlier action, and would be governed  
21 in that fashion rather than -- because we talked  
22 about this before, I think, in kind of a choice  
23 of how to proceed with the pursuit of the equity  
24 in the real property, that being within the

1 that's still pending.

2 MR. HERSHON: It's still pending,

3 Your Honor --

4 JUDGE VAN SLAMBROOK: So you're not

5 asking me to foreclose on the real estate between

6 now and the 17th, are you?

7 MR. HERSHON: Your Honor, I am, and

8 let me explain why. I mean, I guess the cars --

9 if that's not granted, then I was -- the cars and

10 the business are alternative relief that

11 certainly I do request.

12 I mean, it was brought up at the last

13 hearing of the idea that there are two things

14 going on at the same time seeking the same

15 relief. I'd say that there's a different form of

16 relief there and a different cause of action.

17 One is for foreclosure on that judgment lien that

18 is certainly -- you know, while I might be

19 splitting hairs, I see that as a different matter

20 than a sheriff's sale of real estate. It ends in

21 the same result of a sale of real estate, but the

22 path of how you get there and what's required for

23 that sale in terms of a foreclosure process or

24 supplemental proceedings process are separate

1 by 12(b)(8) as the same matters, with all do

2 respect. And I know the Court --

3 JUDGE VAN SLAMBROOK: Okay.

4 MR. HERSHON: -- indicated to me

5 that you disagreed with that.

6 JUDGE VAN SLAMBROOK: And you may

7 very well be right, but as a practical matter,

8 even if I made a determination that it was

9 separate -- it was possible for me acting within

10 my authority under the supplemental proceedings

11 to sell the real estate in satisfaction or to

12 attempt the satisfaction of the debt, there's not

13 enough time to do that with the appropriate

14 notices that I would require under those

15 circumstances, which would be the equivalent --

16 at least the equivalent of a foreclosure.

17 Unfortunately, that one kind of goes by the

18 wayside without me having to make a decision from

19 my view of it.

20 MR. HERSHON: And I guess my one

21 point on that, Your Honor, is the point I brought

22 up about the Gordon case that I think if a

23 foreclosure order was entered today that set the

24 advertising dates that needed to happen so that

1 date that that execution, as Gordon has written  
2 -- while the sale would be later, the operative  
3 order that made the execution happen would still  
4 be before the February 17th date.

5 So with all due respect, Your Honor, I  
6 take that as the same thing as dealing with --  
7 you know, with the autos had an order today and  
8 the sale date can't happen for a couple of weeks,  
9 it would fall under the same gambit, in my  
10 opinion.

11 JUDGE VAN SLAMBROOK: Okay. All  
12 right. It's clearer now. I understand. Thank  
13 you for explaining that. All right. Thank you.  
14 Mr. Ferrara.

15 MR. FERRARA: Good afternoon, Your  
16 Honor, may it please the Court.

17 JUDGE VAN SLAMBROOK: And thank  
18 you, Mr. Ferrara. I know you were on the road  
19 back from Dorchester County. I appreciate you  
20 being here.

21 MR. FERRARA: Yes, sir. Thank you,  
22 Your Honor. Judge Heath took over for Judge  
23 Dickson. He did a great job running the court  
24 and so I stayed on schedule, but I did make it so

1 experience from Dorchester County coming over to  
2 Berkeley County to make it that quick, but I was  
3 happy. Thank you, Your Honor.

4 To that point, Your Honor, my  
5 client is following the law of South Carolina.  
6 My client -- I want to say in response first,  
7 Your Honor, to the motion for sanctions, my  
8 client is not trying to hide or transfer assets,  
9 no Statute of Elizabeth issue, nothing like that  
10 -- not hiding anything.

11 Just by way of background, if the Court  
12 would allow me -- if you want me to be quiet,  
13 I'll just go right to the issue, but I wanted to  
14 just share with the Court some information that I  
15 wasn't aware of until recently from my client.  
16 This judgment, it's not before the Court but just  
17 by way of background.

18 The original judgment that started in  
19 August of 2013 hailed out of North Carolina. My  
20 client has lived in Berkeley County the entire  
21 time. I was not retained so I didn't know all of  
22 this. My client made an investment decision with  
23 his father-in-law to buy a mountain house in  
24 North Carolina. That failed. North Carolina, as

1 the non-judicial foreclosure, quick foreclosure  
2 sale, so the property was given back to the bank.  
3 The bank took the property back.

4 And then there's a judicial review for  
5 the deficiency. That occurred. My client didn't  
6 hire me, and -- yeah. That's water under the  
7 bridge. I'm not trying to relitigate  
8 jurisdiction or any of that stuff. But the  
9 reason that's important, Your Honor, is because  
10 the judgment came -- and this is where Gordon  
11 comes into place. The judgment came as a result  
12 of a North Carolina business transaction and a  
13 North Carolina judgment. Well, why does that  
14 matter?

15 Well, Your Honor sit in equity and just  
16 by -- if you could, entertain me for a moment in  
17 your equitable position before we get to the  
18 legal issues. Thinking about equity in this  
19 case, Your Honor, the case established out of --  
20 the judgment started from a North Carolina  
21 judgment against a South Carolina resident.  
22 Gordon versus Lancaster -- and I can also send  
23 you a detailed brief, Your Honor, if you're  
24 interested, but South Carolina has a long varied

1 code to the new code. Your Honor may be very  
2 well aware of where judgments are no longer --  
3 absolutely positively extinguished after ten  
4 years, South Carolina judgments.

5 I know we are arguing about this  
6 judgment, but there are other cases besides  
7 Gordon that -- and our Supreme Court has said,  
8 When we have a resident of South Carolina, our  
9 resident can enjoy the privilege and immunity, if  
10 you will, or the knowledge, I guess, that our  
11 general assembly said, You're protected as a  
12 South Carolina resident from enforcement from a  
13 judgment beyond ten years.

14 Now if you go to another state and do a  
15 transaction, I know that will be their argument  
16 that the judgment came out of North Carolina. We  
17 have to honor that, but as a matter of fairness,  
18 our state has said judgments for South Carolina  
19 residents are only good for ten years.

20 And there has been case law where -- I  
21 think there was a Missouri case that I can send  
22 to Your Honor. For the judgment enforcement  
23 period, there is 20 years. And that 20-year  
24 judgment ran for some period of time, and then

1 here for six years.

2 And the court in that case, our separate

3 court I think or court of appeals, rather, said

4 because our resident lived here for six years,

5 there was still four more years upon which to

6 execute that judgment.

7 The reason I mention that, Your Honor,

8 is because South Carolina has a long history that

9 we are going to protect our citizens with the

10 knowledge that if there is a debt, that it's only

11 collectible in this state for ten years. That

12 was the reason why I filed the motion to

13 reconsider. This is not a frivolous motion.

14 This is not a baseless motion. This is sounded

15 squarely in law.

16 I know there's a conflict between the

17 foreign judgment statute and then our common law.

18 And so I'm just addressing some of the motions to

19 reconsider and the things that were properly

20 brought before the Court.

21 None of those motions, Your Honor -- and

22 I would hope you would think that none of that

23 was frivolous, without merit. I know Your Honor

24 carefully reviewed the case law, looked at it,

1 letting the Court know that all of that conduct  
2 was based upon that preposition or that law, that  
3 common law in South Carolina.

4 And our courts have said in that Gordon  
5 case that the common law, which is what I  
6 referred to, that judgments are only collectible  
7 for ten years for citizens of this state is still  
8 the law, despite the foreign judgment  
9 jurisprudence.

10 And so, back to this, Your Honor. I  
11 don't disagree, specifically with anything that  
12 -- I mean, I disagree with some conclusions, but  
13 I don't disagree with the factual resuscitation.  
14 Importantly, when determining the sections, Your  
15 Honor, if Your Honor were inclined to grant  
16 those, which I recommend that you do not, Judge  
17 McCoy heard these same arguments in that case and  
18 that, essentially, was, Hey. In the foreclosure  
19 matter -- and this is by way of background. I'm  
20 only bringing it up because he brought it up.

21 My client has filed these motions to  
22 dismiss a 12(b) pre-answer motion in that they  
23 thought that that was unsupported by law.  
24 Respectfully, Your Honor, we disagree and say

1 position is still supported by the common law of  
2 Gordon versus Lancaster. Nonetheless, Judge  
3 McCoy recently ruled via Form 4, as my esteemed  
4 colleague here stated, via Form 4 that she denied  
5 the motion for sanctions.

6 And so all of the storied history that  
7 Mr. Hershon went through, I don't disagree with  
8 that, but it's not sanctionable even though his  
9 client had to jump through these legal hurdles.  
10 Just like a motion to reconsider, it's not a  
11 basis for Your Honor, respectfully, and I don't  
12 think Your Honor would do it.

13 I'm just putting on the record that  
14 that's not a legal reason for this Court,  
15 respectfully, Your Honor, to hold it against my  
16 client or sanction him for availing himself of  
17 the legal, procedural rules.

18 I think likewise, like Your Honor  
19 stated, if Your Honor, were to order -- even if  
20 Your Honor were to order a sale -- I don't think  
21 Your Honor is inclined, but if Your Honor was to  
22 order a sale of property but the procedural due  
23 process, as that the Court is aware, that the  
24 legislature has put into place, could not be

1 you know, because the time has run out on the  
2 judgment.

3 That's not the Court's problem and  
4 that's not my client's problem and that's not  
5 sanctionable conduct. The high point, Your  
6 Honor, is Your Honor importantly stated when the  
7 supplement proceedings case was filed and Your  
8 Honor had the hearing in December, Your Honor  
9 clearly issued his order that Edgefield Holdings  
10 and Mr. Hershon served my client by personal  
11 service because it's a rule to show cause.  
12 Personally, not substitute service. That did not  
13 happen.

14 However, I had already been working with  
15 Edgefield Holdings in the foreclosure matter, so  
16 my client reached out to me, and then I reached  
17 out to Mr. Hershon. This is my point of telling  
18 the Court what we're doing. We're not trying to  
19 evade anyone or do anything for delay or, you  
20 know, have any dilatory tactics here.

21 And so I reached out to Mr. Hershon and  
22 told him, Hey. We will be at the hearing. He  
23 did ask if I would accept service and I said,  
24 Well, I haven't talked to my client so I can't do

1 hearing. Then we were at the hearing, Your  
2 Honor.

3 I said, Paul, are you objecting service?  
4 No, we're here. We're not trying to hinder the  
5 Court's power to do anything.

6 Frankly, what's happened here, Your  
7 Honor, is Edgefield Holdings has purchased the  
8 judgment from what I understand late in the game  
9 after the August -- I don't know it to be a fact,  
10 but he mentioned in March. Actually, maybe it  
11 was March. He said March. March. And the  
12 original judgment expired in August in North  
13 Carolina so they only had six months.

14 So the delay and the frustration that  
15 Edgefield Holdings has, I'm just saying, Your  
16 Honor, that's caused by a lack of action or maybe  
17 just the timing of it. All of this that's  
18 happened here today and what's brought us here is  
19 a result of normal civil process.

20 Edgefield Holdings, I think pursuant to  
21 Your Honor's supplemental hearing had the power  
22 to set a deposition for my client to ask any  
23 questions to dig further. My client did appear,  
24 Your Honor, as you are aware, under oath. I

1 believe that my client was forthright, credible,  
2 provided all of the testimony, and provided the  
3 documentation. The delay, if any, on complying  
4 with Your Honor's order was as a result of filing  
5 the motion to reconsider.

6 I filed a motion to reconsider, Your  
7 Honor, to have Your Honor review the common-law  
8 jurisprudence that I just cited, and we respect  
9 Your Honor's ruling. I'm not trying to argue  
10 with Your Honor at all about that. Within a  
11 short period of time, I think three days of me  
12 being aware that Your Honor denied my motion to  
13 reconsider, we promptly provided all of the  
14 documentation. Mr. Hershon didn't say this, but  
15 he mentioned a couple of dates at the end of  
16 January, but I don't want you to hold it against  
17 my client.

18 I uploaded all of the documents, and it  
19 was a voluminous amount of tax returns and bank  
20 statements that Your Honor ordered into Outlook.  
21 And part of my e-mail system attached some of  
22 those documents, and then the other part of the  
23 e-mail -- I don't know why -- sent links.

24 I spoke with Mr. Hershon immediately

1 through that, and then I re-sent everything the  
2 next day as separate attachments. So we're  
3 trying to comply -- we did comply. I  
4 respectfully state that we did comply with the  
5 order.

6 And Rule 37 would require Your Honor to  
7 make a finding that my client willfully attempted  
8 to violate this Court's order, which  
9 respectfully, I would say we did not. We have  
10 been complying with the order. We filed motions  
11 to reconsider, but that's well within the Rules  
12 of Civil Procedure.

13 I understand that Edgefield Holdings  
14 doesn't like that, but those are the rules that  
15 we all follow.

16 Likewise -- well, I guess with respect  
17 to the motion for sanctions, we respectfully  
18 request that you deny that at this point because  
19 we have complied with the Court's order. And we  
20 are not -- Mr. Hershon admitted that, as we sit  
21 here today, he believes he has all the documents.

22 We also went to the extra step, just for  
23 clarification, to take Your Honor's December 5th  
24 order and then put a formal written discovery

1 Mr. Hershon that made it clear that he knew that  
2 my client doesn't have, for example, I think a  
3 life insurance policy with Cash Value or one of  
4 those 12 or 15 items that are in Your Honor's  
5 order.

6 So respectfully in that regard, we would  
7 request Your Honor to deny the motion for  
8 sanctions. If Your Honor wants to address that  
9 first and have me sit down, then I can come back  
10 to the other, or would you rather me keep going?

11 JUDGE VAN SLAMBROOK: No. As to  
12 the sanctions, the equivalent that we're looking  
13 at I guess is Rule 37. Is it substantially  
14 justified? That's the standard I'm looking at.  
15 But, no, speak to the items that have been  
16 identified or dig a little deeper, I should say,  
17 into the items, vehicles, business -- as to  
18 those.

19 I know your initial premise is it's not  
20 valid at all. You're not in agreement with the  
21 February date, but bypassing that, what's to stop  
22 me from ordering the sale of, at least, three of  
23 the vehicles and issue a charging lien relative  
24 to the LLC?

1 with the -- direct with the Court. I'm always  
2 straight with Your Honor and the Court.  
3 Directly, I think the Chapman case allows Your  
4 Honor to issue these orders. However, as a  
5 procedural matter -- and Your Honor honed in on  
6 it properly. If Your Honor were to order that  
7 the three vehicles be sold, I believe that Your  
8 Honor would follow the general assembly statutes  
9 and refer it over to a sheriff's sale.

10 I've checked Berkeley County, and they  
11 have a sheriff's sale once a month and that sale  
12 wouldn't occur until after February 17th. It  
13 would be the first week of March. The statutes  
14 require the sheriff to advertise for two  
15 consecutive weeks and to give notice to all  
16 parties and then to procure the highest bidder.

17 I think, Your Honor, technically could  
18 order those things. You could order the sale of  
19 the cars, but I think as a procedural matter --  
20 and there's support that the court of appeals for  
21 Your Honor not ordering that if Your Honor is  
22 aware, and I can cite the case, but I recall  
23 there is a case where a special referee or a  
24 master did not grant relief that they could have

1 procedural defect exists that the sale could not  
2 occur in time.

3 So, respectfully, I believe that Your  
4 Honor could issue an order selling the vehicles.  
5 However, the due process requirements as set out  
6 by the general assembly wouldn't be able to be  
7 met with the -- I understand the statutes require  
8 two weeks of advertisement, 14 or 15 days for the  
9 sheriff --

10 JUDGE VAN SLAMBROOK: That's on  
11 the premise that it has to be concluded within  
12 the timeline, not that it just has to be, for a  
13 lack of a better term, activated by way of the  
14 order --

15 MR. FERRARA: Right.

16 JUDGE VAN SLAMBROOK: -- although  
17 conclusion taking place after the --

18 MR. FERRARA: And if I may, Your  
19 Honor.

20 JUDGE VAN SLAMBROOK: -- deadline  
21 date.

22 MR. FERRARA: I'm sorry.

23 JUDGE VAN SLAMBROOK: Right?

24 MR. FERRARA: Yes, sir. Except,

1 of bankruptcy work, and I know Your Honor is  
2 familiar with that from your practice as well. I  
3 believe that the property is my client's property  
4 until the sale has concluded.

5 Likewise, when Your Honor conducts a  
6 master's sale, the property, even though you may  
7 issue an order, you know, saying that the  
8 property is going to be sold, that's a valid  
9 order, but if a bankruptcy counsel files one  
10 minute before Your Honor drops the gavel on the  
11 sale, then the homeowner still owns the property.

12 And, likewise, I would say that Your  
13 Honor can issue an order -- I mean, there are  
14 several executions out there right now for  
15 property in this case. There's writs of  
16 execution that Mr. Hershon has issued, but they  
17 haven't been completed, and the levy has not  
18 occurred.

19 JUDGE VAN SLAMBROOK: What are we  
20 talking about on that?

21 MR. FERRARA: From what I  
22 understand, Your Honor, from looking at the  
23 Court's file prior to the sheriff, you know, one  
24 of the prerequisites for the sheriff to receive

1 require the attorney to present them with a writ  
2 of execution. Mr. Hershon has issued several  
3 writs of execution in this case, provided those  
4 to the sheriff, and then received a nulla bona.

5 JUDGE VAN SLAMBROOK: Those have  
6 been ended or concluded by the issuance of the  
7 nulla bona.

8 MR. FERRARA: Right. Correct.

9 JUDGE VAN SLAMBROOK: So there's no  
10 active writ out there seeking to be attached to  
11 some property. All of the writs previously  
12 issued have been concluded. Is that a better way  
13 to put it?

14 MR. FERRARA: I think that's  
15 correct, Your Honor.

16 JUDGE VAN SLAMBROOK: Okay.

17 MR. FERRARA: I think, technically,  
18 even though the sheriff issued a nulla bona most  
19 recently at the end of October or November -- I  
20 think prior to this case. I think that the  
21 sheriff -- I think that Edgefield Holdings is  
22 still legally entitled to if they determine that  
23 there's a vehicle, right? Like in this case,  
24 they can issue a writ of execution.

1 to look back at the statute, but I think it has  
2 to be reissued, but I'm not entirely confident in  
3 that conclusion. I would have to look at it.

4           What I'm thinking is, if I issue  
5 the order today and it was signed off on in the  
6 next day or two denying anything else to the real  
7 estate, only active as to the automobiles and to  
8 the LLC, that would put into motion a process  
9 which likely would not be concluded before the  
10 active energy date that I'm in agreement with or  
11 have ruled on.

12           At that point in time, there would be an  
13 order floating around out there that would likely  
14 require some motion to dismiss on your part on  
15 behalf of Mr. Hamlin, and my ruling at that point  
16 in time would either be in agreement with you and  
17 end the process or disagree with you and set up  
18 either for the process if you didn't appeal it or  
19 an appeal. Is that a fair way to put it,  
20 gentlemen?

21           MR. HERSHON: I think that's a  
22 pretty fair summary, Your Honor. If you issued  
23 an order today, what that would be -- yeah, it  
24 could either -- it could just go forward if no

1 then you would have one more ruling to make.

2 JUDGE VAN SLAMBROOK: Yeah.

3 MR. FERRARA: Additionally, Your

4 Honor, what you could do, if Your Honor wanted to

5 do it, you could put in the order that --

6 actually, I'm sorry. I don't know that -- Your

7 Honor knows better than I do. I don't know if

8 you could put in the order that it ends by a

9 certain date. Anyway, I agree with the Court. I

10 didn't want to create confusion.

11 JUDGE VAN SLAMBROOK: No. I mean,

12 that would be a reasonable proposition. I'm not

13 sure how you get to that length. I don't know

14 how you make that work. Yeah. You'd issue a

15 drop dead date on it. But if that was my

16 position that it was no longer to be pursued or

17 if it wasn't concluded as of that date that the

18 order was no longer active, it in and of itself

19 had no active energy, for lack of a better term,

20 then that might be something to consider, but

21 that's probably not where I would head since

22 that's not been the way I've been looking at it.

23 As to the three vehicles, let's get some

24 specifics on that. What three vehicles are we

1 MR. HERSHON: Well, if I could make  
2 a court exhibit, Your Honor.

3 JUDGE VAN SLAMBROOK: Certainly.

4 MR. HERSHON: Your Honor, these  
5 were the titles that were produced by Mr. Hamlin  
6 I believe on the 30th. And they were testified  
7 to at the hearing back on the 4th as well. There  
8 are five vehicles. The first one is the one  
9 that's jointly owned. It's the 2003 Chevrolet.  
10 The second one is a 2005 Honda. The third one is  
11 a 1988 Porsche. The fourth one is a 2002  
12 Mercedes. And the fifth one is a 1999 Acura.  
13 The values testified to at the hearing -- I think  
14 he put these all in the \$2,000 to \$6,000 range in  
15 terms of value I believe is the testimony --  
16 something in that range for each one.

17 I think the most expensive one -- well,  
18 I can't recall for sure which one was the most  
19 expensive, but under the statute, what would be  
20 required is for the debtor to select which one he  
21 believed --

22 JUDGE VAN SLAMBROOK: That was  
23 going to be my next question. Mr. Ferrara, does  
24 your client wish to exercise or claim an

1 owned just in his name?

2 MR. FERRARA: Yes, Your Honor.

3 JUDGE VAN SLAMBROOK: Which one  
4 would that be?

5 MR. FERRARA: The 1988 Porsche. I  
6 think, Your Honor, he testified that he believed  
7 the value to be \$5,000.

8 JUDGE VAN SLAMBROOK: What is the  
9 exemption amount?

10 MR. FERRARA: And that is the  
11 exemption amount as far as I understand, Your  
12 Honor.

13 JUDGE VAN SLAMBROOK: So the  
14 remaining three absent the Porsche would be the  
15 ones that I would be addressing in the order?

16 MR. HERSHON: And probably not the  
17 one on the first page, Your Honor, because that's  
18 the jointly owned one.

19 JUDGE VAN SLAMBROOK: Not the  
20 jointly owned one.

21 MR. HERSHON: Right. I think it's  
22 the other three on pages 2, 3, and -- 2, 4, and 5  
23 of the exhibit are the three other vehicles, Your  
24 Honor, that would not be subject to protection

1 JUDGE VAN SLAMBROOK: Mr. Ferrara?

2 MR. FERRARA: There's a wildcard  
3 exemption, Your Honor, and I think because this  
4 case is separate from the foreclosure matter, as  
5 I understand, Your Honor, keeping those separate,  
6 there's an additional exemption, I think, of  
7 \$5,000 if the Homestead exemption is not being  
8 invoked.

9 JUDGE VAN SLAMBROOK: That would  
10 commit your client to the wildcard and that if  
11 somehow there was a foreclosure or the order in  
12 the foreclosure action was issued under the same  
13 kind of theory as mine and was allowed to  
14 foreclose past the February 17th date, that they  
15 would then give up a \$67,000 exemption. Is that  
16 the choice that they want to make?

17 MR. FERRARA: Well, Your Honor, I  
18 know it's a little bit of Russian roulette, but I  
19 think respectfully, Your Honor, that because  
20 these are two separate matters, the statutes,  
21 reading the exemptions as a whole at this time,  
22 it's almost malpractice for me if I don't advise  
23 my client that under the statutes they have the  
24 two -- two exemptions.

1 be compelled to put into the record and put into  
2 the order, that there was the choice of that as  
3 to the exclusion of the homestead exemption that  
4 they can otherwise claim resulting from this  
5 judgment. And I'm not trying to paint you into a  
6 corner. I just want to make sure that it's all  
7 properly laid out.

8 MR. FERRARA: I understand.  
9 Respectfully, Your Honor, I'm just asserting that  
10 I have some arguments that I want to address to  
11 the Court when the time is appropriate, but my  
12 notes and my recollection of the value of the  
13 other vehicles, besides the Porsche, was that my  
14 client testified that those vehicles were worth  
15 \$1,000 or \$1,500.

16 And so the point we're talking about  
17 right now would effectively nullify that issue.  
18 If Your Honor would allow me a five-minute  
19 recess, if you need me to make that decision, I  
20 can step in the hallway and call my client and  
21 verify that. I've spoken with my client in  
22 general about this, but I'm not -- I don't want  
23 to bind my client to waiver of the primary  
24 residence exemption.

1 that.

2 MR. FERRARA: Yes, sir.

3 JUDGE VAN SLAMBROOK: What else do  
4 you want to share with me? What other issues?

5 MR. FERRARA: Your Honor, I touched  
6 on it briefly, but just to make it specific, as I  
7 understand the statutes with respect to sale, the  
8 procedural due process that the general assembly  
9 has established for a sheriff's sale requires  
10 publication. I believe it's 14 or 15 days. And  
11 I can cite to the Court the statute on that. And  
12 then a public process so that the debtor can  
13 attain the most amount of money or their asset  
14 and the creditor can also, you know, either bid  
15 in the amount of -- I guess bid in some debt, or  
16 if the creditor wants to purchase that or, you  
17 know, to basically participate so that the due  
18 process rights or right to deprive someone of  
19 their personal property and balancing the right  
20 of the judgment creditor to execute upon their  
21 judgment as complied with.

22 And so, respectfully, I think it's an  
23 exercise in academia for the Court to do that in  
24 this case. If Your Honor issued an order today

1 process that the general assembly has for a  
2 sheriff's sale, there's not enough time. The  
3 active energy of the judgement runs out.

4 JUDGE VAN SLAMBROOK: That kind of  
5 circles back to the original position as to the  
6 active energy and whether it's put into play  
7 today that that active energy date may come and  
8 go because the order has been issued for the  
9 sale. I understand, but it kind of rolls back to  
10 the same position.

11 MR. FERRARA: Sure.

12 JUDGE VAN SLAMBROOK: If I rule  
13 that it should go forward and since I'm issuing  
14 the order now as long as that due process is  
15 complied with past the active energy date, under  
16 that, I guess track or course, then I don't know  
17 that it will make any difference.

18 MR. FERRARA: Well, respectfully,  
19 Your Honor, I think the Court of Appeals and then  
20 the Supreme Court has indicated that the -- I  
21 think there is no dispute about the active  
22 energy.

23 And I guess I'd like, you know,  
24 permission to give a very short brief to the

1 think there are two cases that the Court -- we  
2 would cite to two cases where the Court of  
3 Appeals and the Supreme Court have said that the  
4 enforcement of the judgment ends.

5 And so I believe in one of the cases, I  
6 think it was even the McLean case where the  
7 enforcement of the order -- this issue that we're  
8 talking about right now has already been reached  
9 by the Supreme Court. That's why in Gordon  
10 versus Lancaster they overruled -- they reversed  
11 the McLean case. Because in the McLean case, the  
12 only thing left was the execution, if you will.  
13 And the Supreme Court initially said, Okay. You  
14 know what? That's kind of on the Court. I'm  
15 just summarizing. That's on the Court. The  
16 parties did everything they could. It's on the  
17 Court, and we're not going to really -- I think  
18 the Court kind of did a balance of the equities  
19 and said, Okay. Well, we're not going to  
20 prejudice the creditor in this case because they  
21 did everything they could.

22 But just the procedure of it, the  
23 mechanisms and the procedure, you know, caused  
24 the active energy to run out.

1 reversed that exact balancing of the equities, if  
2 you will, and said, No, no, no. There's no  
3 balancing of equities. The courts cannot save  
4 anyone. The Supreme Court -- cannot be saved.  
5 It's a bright-line rule. And so --

6 JUDGE VAN SLAMBROOK: With that  
7 bright-line rule, your argument regarding the  
8 sheriff's sale is that if there's that  
9 bright-line rule, I can't order anything to be  
10 accomplished before the deadline -- in any event  
11 -- essentially is what you're saying.

12 MR. FERRARA: Respectfully, Your  
13 Honor, I'm just trying to be clear that I believe  
14 Your Honor has the power.

15 JUDGE VAN SLAMBROOK: I appreciate  
16 it. I'm not totally invested in issuing the  
17 order and allowing or contemplating actions  
18 beyond the deadline date. I'm not totally on  
19 board with that, but I appreciate you sharing  
20 that the procedures, even if I ordered it today,  
21 wouldn't necessarily be accomplished under the  
22 sheriff's sale process in any event.

23 MR. FERRARA: Also, Your Honor, if  
24 I can, I think that there's authority for this

1 Honor to make any ruling you would like, but  
2 there's a precedent at the Court of Appeals and  
3 the Supreme Court affirming a trial judge's  
4 decision not to order execution even though it  
5 technically could've ordered execution because  
6 the due process that I've talked about could not  
7 be met.

8 JUDGE VAN SLAMBROOK: Even if  
9 there's not a case, there could be, and I agree  
10 that's a proper proposition.

11 All right. Mr. Hershon.

12 MR. HERSHON: Just responding on an  
13 item there. To me, the argument that's being  
14 made is ten years doesn't mean ten years. Ten  
15 years means something less than ten years. It  
16 means nine years. In this case I guess it means  
17 eight or seven years or something like that to  
18 have the time to go through the motions that are  
19 required and all of that to get to execution  
20 stuff. I don't think that's what the Court  
21 intended either.

22 All you have to do is look at Gordon  
23 versus Lancaster. All of the other case law that  
24 he's mentioned, the Uniform Judgment Act, revised

1 think it's worth the Court's time in creating  
2 briefs on all of these issues. I think it's  
3 settled law. You can look to Gordon and --

4 JUDGE VAN SLAMBROOK: As to whether  
5 it expired in August versus February, I'm in  
6 agreement with that. You're okay on that  
7 argument.

8 MR. HERSHON: Yeah, that's done  
9 with the Riddle case. I guess the argument  
10 before you that you haven't -- that I think  
11 you're still considering is, Hey. If I issue an  
12 order -- if the Court issues an order today and  
13 the sale takes place in March, is that allowed  
14 under South Carolina law? And I think the Gordon  
15 court case, if you'll take another read of that,  
16 I think that answers that question.

17 If I can just put in -- I know we've had  
18 a lot of your time, but just a couple of other  
19 documents that establish --

20 JUDGE VAN SLAMBROOK: No, I  
21 appreciate y'all being so well prepared. I do.

22 MR. HERSHON: This is the operating  
23 agreement that was produced.

24 JUDGE VAN SLAMBROOK: And that's

1 thought it may have been jointly owned, it was  
2 identified as his in his name alone; is that  
3 correct?

4 MR. HERSHON: Right. So this was  
5 produced -- yes. The Hamlin Family Holdings, LLC  
6 operating agreement. And if everything has been  
7 produced that involves this company and paperwork  
8 that deals with this LLC, the last page -- the  
9 membership is signed by one person on the next to  
10 the last page. And the last page indicates the  
11 membership interest at 100 percent for this  
12 debtor. So we've got a document that --

13 JUDGE VAN SLAMBROOK: And there  
14 isn't anything contradictory to that, is there,  
15 Mr. Ferrara? 100 percent --

16 MR. Ferrara: No, no.

17 JUDGE VAN SLAMBROOK: -- is 100  
18 percent, right?

19 MR. FERRARA: No. Correct, Your  
20 Honor. I agree with that.

21 JUDGE VAN SLAMBROOK: Okay.

22 MR. FERRARA: There's nothing  
23 contradictory on that.

24 JUDGE VAN SLAMBROOK: Okay.

1 LLC statute is written is that the first  
2 execution step is the charging lien. Here when  
3 it is a sole member LLC, the question would be,  
4 Hey, when you have that situation -- the charging  
5 lien concept is to protect the other members that  
6 don't have business dealings with Edgefield  
7 Holdings. Here, you don't have that.

8 A charging lien in and of itself just  
9 would require the debtor as to when money is  
10 supposed to be distributed, that instead there's  
11 a lien on it, and it should come to Edgefield.

12 Of course, we're in a timely situation  
13 where again, that's not available. And so that's  
14 why the request is also not for a charging lien  
15 but that that charging lien should be foreclosed  
16 on as well to pay for parts of the judgment. I  
17 know that's another step. And then we've had  
18 testimony about mortgage loan information. This  
19 just presents what that loan balance is.

20 JUDGE VAN SLAMBROOK: I'll take  
21 that for informational purposes, but as I  
22 indicated before, I'm likely not going to be  
23 addressing the foreclosure of the real estate.

24 MR. HERSHON: I certainly

1 to --

2 JUDGE VAN SLAMBROOK: No, I  
3 understand. Thank you for that.

4 MR. HERSHON: -- beat a dead horse  
5 on it. It's certainly the most significant asset  
6 that's worth a lot more than the cars here, is  
7 this home that's got somewhere in the range of  
8 \$600- to \$1,500,000 in equity that's just sitting  
9 there.

10 Now, he only owns a half interest in  
11 that, but it's a very clear picture of equity  
12 that could pay for this judgment. That was the  
13 other information I wanted to put in front of the  
14 Court so that you had everything at your disposal  
15 for making a ruling.

16 JUDGE VAN SLAMBROOK: Okay. All  
17 right. So Mr. Ferrara, do you need to make a  
18 phone call?

19 MR. FERRARA: If Your Honor needs  
20 me to make that determination. Can I also --

21 JUDGE VAN SLAMBROOK: Yeah, make  
22 that -- I'd like to have that information in  
23 front of me.

24 MR. FERRARA: Your Honor, can I

1 to --

2 JUDGE VAN SLAMBROOK: Certainly.

3 MR. FERRARA: Thank you, Your  
4 Honor. The LLC, Hamlin Family Holdings, is a  
5 different entity. I know that my client,  
6 Christian Hamlin, is 100 percent owner, which  
7 means he has 100 percent membership interest.  
8 But for the same reasons I'm hopeful that Your  
9 Honor may be inclined not to order the sheriff's  
10 sale, I advance the same argument regarding the  
11 LLC.

12 From what I understand, this is just  
13 argument, and I guess we would need to take the  
14 deposition of Mr. Hamlin on this, but from what I  
15 understand, there are dividends that would be  
16 paid out yearly on the LLC. It's a franchise  
17 with Christian Brothers or something like that.  
18 I think that Christian Brothers pays out the  
19 dividends. It's a franchise, and they receive  
20 the money, and then they pay out a certain  
21 amount.

22 And when they pay out that amount of  
23 money, that's when I submit to Your Honor, if  
24 Your Honor is going to issue a charging lien,

1 intercept that money.

2 But respectfully, Your Honor, I would  
3 think what it chose as action would be  
4 appropriate to figure out the timing of that. My  
5 client has advised me that there are not any  
6 dividends or payments that are going to be coming  
7 from the Hamlin Family Holdings or from the  
8 Christian Brothers franchise in the next two or  
9 three weeks and that those are yearly. And I  
10 think those occur at the end of the year, but I  
11 don't know -- obviously, Your Honor, I'm not a  
12 witness. I'm just letting the Court understand.

13 JUDGE VAN SLAMBROOK: And that  
14 would be as to the charging lien but not  
15 necessarily as to the foreclosure as to the  
16 ownership interest; is that right?

17 MR. FERRARA: Well, respectfully,  
18 Your Honor, I'm flabbergasted to hear that  
19 Edgefield Holdings is now trying to just  
20 bootstrap in a foreclosure and set aside the  
21 supplemental proceedings. I know that they are  
22 allowed to proceed with the foreclosure, but  
23 respectfully, I do not think that Your Honor is  
24 empowered at this point to foreclose the lien

1 I mentioned --

2 JUDGE VAN SLAMBROOK: That's what  
3 they're doing relative to the real estate in any  
4 event, right?

5 MR. FERRARA: Yes, Your Honor, but  
6 respectfully, they are following the right  
7 procedural due process.

8 JUDGE VAN SLAMBROOK: As to the  
9 independent action?

10 MR. FERRARA: Right. And so,  
11 respectfully, we would say that if, Your Honor --  
12 we would respectfully request Your Honor to deny  
13 that relief. Obviously, I cannot and the Court  
14 cannot, but -- the Court cannot make Edgefield  
15 Holdings do anything perspectivevely, but  
16 respectfully, if they want to foreclose the  
17 Hamlin Family Holdings interest, they would need  
18 to file a separate matter for that so that my  
19 client could answer.

20 There's something -- I'm not just --  
21 there's some split of the proceeds with the  
22 Christian Brothers. I forgot the word. It just  
23 escaped me, but the split up with the franchise  
24 or franchisee. And that's how my client would

1 then, you know, Edgefield Holdings would be  
2 entitled to do that.

3 JUDGE VAN SLAMBROOK: Yeah, that  
4 goes under the concept with the charging lien.  
5 Okay.

6 MR. FERRARA: But I can step out,  
7 Your Honor.

8 JUDGE VAN SLAMBROOK: Yeah, make a  
9 call on that.

10 MR. FERRARA: Yes, sir. And then,  
11 Your Honor, just so I'm clear, I'm just asking my  
12 client if they want to invoke the -- if he wants  
13 to use his homestead exemption in this action?  
14 And that, as I understand it -- this is where it  
15 gets a little dicey.

16 JUDGE VAN SLAMBROOK: Your  
17 suggestion was that they were going to use the  
18 wildcard exemption as opposed to the homestead  
19 exemption, and they were going to exercise that  
20 wildcard in this case, and that would potentially  
21 prevent them from claiming the homestead if it  
22 arose in the foreclosure action relative to the  
23 real estate.

24 MR. FERRARA: Right. And the

1 case doesn't have the foreclosure action. That's  
2 the other case --

3 JUDGE VAN SLAMBROOK: I understand.

4 MR. FERRARA: -- but yeah, I can  
5 ask my client.

6 JUDGE VAN SLAMBROOK: And I think I  
7 understand, but I'd prefer to just have that  
8 clear in there so if I make a ruling in that  
9 regard, it's out there. Okay?

10 MR. FERRARA: Okay. Can I step  
11 outside, Your Honor?

12 JUDGE VAN SLAMBROOK: Please.

13 MR. FERRARA: Okay. Thank you.

14 (A recess was taken.)

15 JUDGE VAN SLAMBROOK: All right.  
16 We are back on the record. Mr. Ferrara, did you  
17 have an opportunity to talk to your client?

18 MR. FERRARA: I did, Your Honor,  
19 and he's not a gambling man so he said he did not  
20 want to waive his -- he did not want to waive his  
21 --

22 JUDGE VAN SLAMBROOK: Or  
23 potentially waive it --

24 MR. FERRARA: Potentially waive it.

1 now be claiming it out of an abundance of  
2 caution. I can't say I blame him on that.

3 MR. FERRARA: Although one more  
4 point, Your Honor. I didn't mean to interrupt,  
5 Your Honor.

6 JUDGE VAN SLAMBROOK: No, no. Go  
7 ahead.

8 MR. FERRARA: My client was telling  
9 me that one of the vehicle titles is his son's.  
10 Oh, and I wasn't trying to mislead anyone, but I  
11 didn't realize it, but this vehicle here, which  
12 is one of the three left, which is the title to  
13 the last vehicle, Your Honor, it's a 1999 Acura.  
14 It was actually not -- it's not my client's.

15 As a matter-of-fact and truth, it's my  
16 client's son's vehicle, but he was just -- when  
17 he testified, he thought he had five vehicles,  
18 but when you look at the title, it's Christian  
19 Latimer Hamlin, which is his son.

20 JUDGE VAN SLAMBROOK: What is his  
21 name?

22 MR. FERRARA: My client's name is  
23 Christian -- let me see here, Your Honor. I want  
24 to make sure I tell the Court the right -- we

1 think it's --

2 MR. HERSHON: The pleadings have  
3 Christian E. Hamlin as the debtor, Your Honor.

4 MR. FERRARA: One second, Your  
5 Honor. I'll get his middle name for sure.

6 JUDGE VAN SLAMBROOK: Yeah, the  
7 caption is E.

8 MR. FERRARA: Yeah, and I wasn't  
9 misrepresenting anything to the Court. My client  
10 was saying it's Christian Latimer Hamlin, on the  
11 phone with me, is his son.

12 JUDGE VAN SLAMBROOK: So he's  
13 claiming the exemption in the Porsche automobile  
14 and then the other two, which is -- I'm having  
15 trouble finding the right designation. Honda and  
16 a Mercedes?

17 MR. FERRARA: Yes, the Mercedes and  
18 the Honda. A Mercedes Wagon and a Honda CRV.  
19 And just for the record, Your Honor, I let the  
20 Court know, but respectfully, I just wanted it to  
21 be clear. We respectfully just took the position  
22 that because the two cases are not joined, the  
23 creditor has taken the position to go with two  
24 separate actions, but that the primary residence

1 not in this matter yet. It's not joined in this  
2 case.

3 JUDGE VAN SLAMBROOK: And I  
4 understand what you're saying. However, if  
5 you're claiming the exemption to protect yourself  
6 from the same judgment, although it's being --  
7 come at two different ways, I don't know that --  
8 someone might have difficulty protecting him if  
9 they didn't present it in that fashion.

10 MR. FERRARA: And Your Honor was  
11 asking me from the equitable side of the Court to  
12 try to find out equity-wise?

13 JUDGE VAN SLAMBROOK: To make sure  
14 that there was complete recognition that there  
15 was risk involved in that. I appreciate you  
16 checking on that. All right.

17 Gentlemen, again, thank y'all for  
18 doing this. I know it was relatively short order  
19 under the time constraints on it. Again, I  
20 appreciate y'all being so well prepared. It  
21 makes it difficult because there's good arguments  
22 in both fashions, but what I'd like you to do is  
23 a brief order in support of your position.

24 However, Mr. Hershon, I think that in

1 not the real estate -- on the vehicles that are  
2 not protected, the charging order as well as the  
3 -- I guess the foreclosure that you've requested  
4 as well, is that right, as to the LLC, all of  
5 those -- yes -- denied as to sanctions because I  
6 think if I'm looking at it under the totality of  
7 the circumstances under the Rule 37, you know,  
8 substantial justification, based on all of the  
9 factors, I think I would deny the sanctions in  
10 that regard. That would be the same in anything  
11 you prepared, Mr. Ferrara.

12 Likewise, as to the real estate, due to  
13 the separate action for foreclosure and what I  
14 consider to be the necessary safeguards that  
15 would take place as a result of a foreclosure,  
16 rather than being an off-shoot of the  
17 supplemental proceedings action, that I deny the  
18 relief requested in that regard. So it would be  
19 a limited relief, unfortunately, for you and you  
20 having to draw the order and I appreciate that.

21 Mr. Ferrara, yours would be more  
22 straightforward, having denied the request to  
23 consider it having lost its active energy as of  
24 last year. And I will continue my ruling in that

1 the request for the sanctions but would indicate  
2 that based upon the case law under your reading,,  
3 that since the procedural due process is  
4 necessary to sell the automobiles, the LLC, or  
5 even the real estate, for that matter -- if that  
6 was going to be pursued -- could not be  
7 accomplished prior to the expiration of active  
8 energy. Therefore, the request for further  
9 relief will be denied. So that'll be your order.

10 I need y'all to get these to me  
11 relatively quickly. Y'all probably anticipated  
12 that as well. I would like to have it done and  
13 out of the way on that. Really, I guess there's  
14 not any deadline as to -- not a real clear  
15 deadline as to the 17th if the relief is granted  
16 in your favor in any event based upon the way I'm  
17 ruling it. Because you wouldn't -- probably, as  
18 a practical matter, wouldn't be able to sell  
19 anything by then anyway. So maybe it's not as  
20 much of a time crunch as I was initially  
21 thinking. Do you see what I'm saying?

22 MR. HERSHON: Yeah, I agree because  
23 there's no -- no order would have the sale happen  
24 before February 17th --

1 17th.

2 MR. HERSHON: -- so maybe this

3 Thursday would work or something.

4 JUDGE VAN SLAMBROOK: Yeah. Yes.

5 The order is definitely going to be issued before

6 the 17th. Yeah, either in your favor to prevent

7 the active energy argument from being compounded.

8 And, certainly, if it's in your favor, you would

9 rather have it done sooner rather than later

10 anyway.

11 Mr. Ferrara, anything else that

12 needs to be included in there that you can think

13 of that I haven't suggested?

14 MR. FERRARA: Not that I can think

15 of, Your Honor.

16 JUDGE VAN SLAMBROOK: Okay.

17 That'll also give you a last shot to -- or,

18 again, articulate your position. In there you

19 offered to add some additional case law or brief.

20 That would certainly be outlined in there I'm

21 sure. That would give me the opportunity to look

22 at both of them and read the case law and make

23 sure I'm proper on that.

24 MR. FERRARA: Quick question, Your

1 for Mr. Hershon, his order would be -- his  
2 proposed order would be granting the foreclosure  
3 of the real property or the --

4 JUDGE VAN SLAMBROOK: No, no --

5 MR. FERRARA: -- foreclosure of the  
6 lien?

7 JUDGE VAN SLAMBROOK: -- real  
8 estate, no.

9 MR. FERRARA: Of the vehicles?

10 JUDGE VAN SLAMBROOK: Yes.

11 MR. FERRARA: Okay.

12 JUDGE VAN SLAMBROOK: The vehicles  
13 and the LLC.

14 MR. FERRARA: Okay. I'm sorry.  
15 Yes, sir.

16 JUDGE VAN SLAMBROOK: I guess it  
17 would be really the charging lien unless there is  
18 some statutory requirements that I've overlooked  
19 and did not review that. Unless there's  
20 something I've overlooked on that, whether  
21 there's additional requirements in that as to the  
22 charging lien, then it would just have to be the  
23 foreclosure on the LLC.

24 MR. HERSHON: Your Honor -- right.

1 I'm sure you will want those. I'll put those in.

2 MR. FERRARA: That's what I was  
3 going to ask, Your Honor. I'm following the  
4 Court's direction. Is it appropriate, Your  
5 Honor, for me to put any information in there if  
6 I have it on the actions -- the (inaudible) and  
7 actions that I mentioned or no -- with respect to  
8 the charging lien?

9 JUDGE VAN SLAMBROOK: You mean to  
10 include in the order that it would not be  
11 available --

12 MR. FERRARA: Yes.

13 JUDGE VAN SLAMBROOK: -- is that  
14 what you're saying?

15 MR. FERRARA: That it wouldn't be  
16 available at this time because --

17 JUDGE VAN SLAMBROOK: Well,  
18 certainly, that would be -- yeah, it would almost  
19 be gratuitous if -- based upon the ruling on the  
20 timing on it, but include it in there, in any  
21 event, in case y'all want to get clarification  
22 from Columbia.

23 MR. FERRARA: Okay.

24 MR. HERSHON: Thank you, Your

1 MR. FERRARA: Thank you.

2 JUDGE VAN SLAMBROOK: Okay. All

3 right. Thank you, gentlemen.

4 (Hearing concluded at 3:24 P.M.)

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CERTIFICATE

STATE OF SOUTH CAROLINA  
COUNTY OF CHARLESTON

I, Abby Bishop, Notary Public for the State of South Carolina at Large, do hereby certify that the proceedings in the foregoing matter were taken at the time and location therein stated; that the proceedings were recorded by voice writing by me and were thereafter transcribed by computer-aided transcription; that the foregoing is a full, complete and true record of the proceedings and of all objections made at the time of the matter.

I further certify that I am neither related to nor counsel for any party to the cause pending or interested in the events thereof.

Witness my hand, I have hereunto affixed my official seal on August 28th, 2024 at Charleston, Charleston County, South Carolina.

ABBY BISHOP  
Notary Public for  
South Carolina  
My Commission expires  
December 7, 2028



1 IN THE 9TH JUDICIAL CIRCUIT  
2 FOR THE STATE OF SOUTH CAROLINA  
3 BERKELEY COUNTY

4 TRANSCRIPT OF RECORDED PROCEEDINGS  
5 BEFORE THE HONORABLE DALE E. VAN SLAMBROOK

6 EDGEFIELD HOLDINGS,

7 Plaintiff,

8 Case No. 2023CP0800783

9 vs.

10 CHRISTIAN E. HAMLIN

11 Defendant.

12  
13 DATE: MARCH 21, 2024

14  
15  
16 TRANSCRIBED BY: JESSICA BOLANOS  
17 CLARK BOLEN  
18 PO Box 12189  
19 Charleston, SC 29405  
20 843-762-6294  
21 WWW.CLARKBOLEN.COM

1 THE COURT: Hi, good morning,  
2 everybody.

3 MR. FERRARA: Good morning.

4 THE COURT: Mr. Ferrara,  
5 Mr. Hershon, Ms. Hoover. Are we expecting  
6 anybody else? I've got Cheryl Lawrence, who is  
7 my administrative assistant. That's the other  
8 person on my screen. Anybody else that should be  
9 here or that we should wait on?

10 MR. HERSHON: No, I don't believe  
11 so.

12 MR. FERRARA: No, Your Honor. My  
13 client may -- may join. I sent him the link, but  
14 I'm not sure if he's going to or not.

15 THE COURT: Okay. All right.  
16 Well, he's certainly welcome to join in. All  
17 right. Well, we are here on 2014-CP-08-00321.  
18 This is a motion to reconsider my previous order  
19 of February 9, 2024, and that is your motion,  
20 Mr. Ferrara.

21 And, Ms. Hoover, you are here on behalf  
22 of, I guess, the sheriff's department. And your  
23 status is -- you -- you're -- I think you're  
24 still muted.

25 Can you hear us all right, Ms. Hoover?

1 A P P E A R A N C E S

2 ON BEHALF OF PLAINTIFF:

3 LAWRENCE MICHAEL HERSHON  
4 BY: THE HERSHON LAW FIRM, PA  
5 1565 Sam Rittenberg Boulevard  
6 Suite 103  
7 Charleston, SC 29407

8 ON BEHALF OF DEFENDANT:

9 FERRARA LAW FIRM, PLLC  
10 BY: PAUL B. FERRARA, III  
11 8887 Old University Boulevard  
12 Ste 201  
13 North Charleston, SC 29406

14 ON BEHALF OF BERKELEY COUNTY SHERIFF'S OFFICE:

15 BERKELEY COUNTY SHERIFF'S OFFICE  
16 BY: KATHLEEN ELISABETH HOOVER  
17 223 North Live Oak Drive  
18 Moncks Corner, SC 29461

19 Also Present: Cheryl Lawrence

1 Okay.

2 MR. HERSHON: Your Honor, it might  
3 be --

4 THE COURT: It just shows it's  
5 muted. Bottom of the screen, mute button. Yeah,  
6 give that a try. She asked whether she should  
7 get out and get back in because it shows unmuted  
8 on her end.

9 MR. HERSHON: Yeah. If that's the  
10 case, yeah, she might need to back out and back  
11 in.

12 THE COURT: I've had fewer and  
13 fewer WebEx hearings. You know, for a while  
14 there we were doing bunches and bunches and, you  
15 know, there was all manner of problems. And  
16 seemed like it kind of smoothed out for a while,  
17 but --

18 MR. FERRARA: And then also, Judge,  
19 as a plan B is there's that 415 number. She can  
20 call in and speak on the phone if she wants to.

21 THE COURT: Have y'all tried to  
22 settle this?

23 MR. HERSHON: We've had -- yeah,  
24 we've had multiple discussions that  
25 haven't -- there hasn't been anything really

1 since the motion to reconsider was filed, I don't  
2 believe. Correct me if I'm wrong, Paul, but we  
3 had discussions up until then and nothing was  
4 able to come together.

5 MR. FERRARA: Correct.

6 THE COURT: As a lawyer I was never  
7 sure whether a judge trying to twist somebody's  
8 arm was helpful or not. So I'm pretty reserved  
9 in that regard unless it's pretty glaring. But  
10 with y'all two good lawyers and two good  
11 arguments, I figured y'all would have looked into  
12 it. So I appreciate that.

13 All right. Ms. Hoover, can you hear us  
14 now?

15 MS. HOOVER: I can hear y'all. Can  
16 you hear me?

17 THE COURT: Yes, we can.

18 MS. HOOVER: Fabulous.

19 THE COURT: Thank you for thinking  
20 of that.

21 MS. HOOVER: Just wanted to make it  
22 interesting for y'all this morning.

23 THE COURT: Okay. All right.

24 Well, we're here on Mr. Ferrara's motion. My  
25 understanding is you're here on behalf of the

1 But probably the paramount importance is  
2 that the -- the enforcement mechanism of your  
3 order is underpinned under the basis or -- yeah,  
4 under the basis that the judgment that's in this  
5 case is still enforceable.

6 I understand Your Honor made the ruling  
7 prior to the judgment's expiration, but  
8 overshadowing or I guess the paramount issue here  
9 is -- is whether now that we're here, the ten  
10 years has expired from the original judgment and  
11 enforcement has not been completed.

12 It's arguably in process, but -- because  
13 it hasn't been completed and, you know, the  
14 active energy has expired. And so that -- that's  
15 probably the paramount importance to the motion.  
16 But as a procedural matter -- and I spoke with  
17 Ms. Hoover about this. And she's not confused,  
18 but my point number one in the motion,  
19 Your Honor -- and I think it was just maybe a  
20 scrivener's error in the prepared order. The  
21 findings of fact say that the HomeTrust -- in  
22 point number one of your order, Your Honor, it  
23 stated that HomeTrust had received a judgment on  
24 August 13, 2023. And all of us being attorneys  
25 know that a judgment would be good for 10 years.

1 sheriff's department to check and see what  
2 y'all's involvement is going to be or potential  
3 involvement might be and just more of an observer  
4 rather than a participant; is that correct?

5 MS. HOOVER: Yes, Your Honor.

6 THE COURT: Okay. So,  
7 Mr. Ferrara -- and while you were out,  
8 Ms. Hoover, I just asked them if they had been  
9 working on settlement. They said they had been  
10 talking and will continue to talk. So there  
11 wasn't anything else substantive going on.

12 All right. Mr. Ferrara, I'll be happy  
13 to hear from you. I did get the motion. I have  
14 read it, and I've got it in front of me.

15 MR. FERRARA: Thank you,  
16 Your Honor. May it please the Court. Just --  
17 and thank you, Your Honor, for having a hearing  
18 on this. Your Honor and I had talked before, you  
19 know, in court, open court in February, I think  
20 February 9th, and we're -- we're right here where  
21 we were -- where I was asserting at that time  
22 that we may be in that the -- I'm respectfully  
23 asking you to reconsider the motion of  
24 February 9, 2024, for all the reasons set forth  
25 in the motion.

1 And so I -- you know, as a matter of  
2 fact, the judgment was not, you know, in 2023.  
3 And I think that was just a scrivener's error.  
4 So that's the first point I wanted Your Honor to  
5 respectfully amend the order to change that point  
6 number one in findings of fact to August 13th,  
7 2013. And --

8 THE COURT: I think you're correct  
9 on that. Mr. Hershon, do you agree with that?

10 MR. HERSHON: Yes. That's a  
11 scrivener's error from my typing of the order,  
12 proposed order.

13 THE COURT: I apologize. I should  
14 have caught that.

15 MR. HERSHON: Oh, no, that's okay,  
16 Your Honor.

17 MR. FERRARA: And so the -- the  
18 second point, Your Honor, was the active energy  
19 that I talked about. And I can -- I can -- I  
20 understand what the Court stated at the time,  
21 that the order was pronounced and that  
22 Mr. Hershon asserted that the -- the Macklin case  
23 (ph) -- and I'm now addressing active energy,  
24 Your Honor -- that the Macklin case allowed for  
25 this narrow window of when Your Honor had issued

1 the order prior to the expiration of the ten  
 2 years. So Your Honor had authority to issue the  
 3 order but that it wouldn't be executed. And I  
 4 asserted at the time that I didn't think it would  
 5 be executed because of the -- because of, you  
 6 know, Berkeley County's -- or the state law that  
 7 the sale has to be advertised for three  
 8 consecutive -- or 15 days, rather.

9 So the second point, Your Honor, is that  
 10 now that we're here, I think there's no  
 11 dispute -- or maybe there is, but I would assert  
 12 that the active energy of the underlying judgment  
 13 that Your Honor was -- was under the authority at  
 14 the time you issued the order but now that you  
 15 have to amend the order, the active energy has  
 16 expired.

17 And so the second point, respectfully,  
 18 Your Honor, we would say that you're acting now  
 19 and it's beyond the 10 years. And so  
 20 respectfully we would ask you to reconsider that  
 21 and basically vacate that part of your order,  
 22 essentially the entire order because the  
 23 enforcement mechanism has not been completed.

24 The third point, Your Honor -- and I  
 25 think it's really important -- is that that

1 intangible. And it's hard for the sheriff to  
 2 seize that intangible.  
 3 I think your order speaks to that. So I  
 4 don't think the sheriff needs to seize that, but  
 5 we get to the practical effect of how does the  
 6 sheriff do the sale. And respectfully -- and I  
 7 think the sheriff's office has represented here  
 8 because of this issue that the sheriff, you  
 9 know -- how do they -- what -- what are -- you  
 10 know, it's unclear in the order what -- they're  
 11 selling the distributional interest, but how do  
 12 they accomplish that? And without going through  
 13 my -- my motion, because that's incorporated, as  
 14 Your Honor said to this hearing and that's part  
 15 of the record.

16 But in short, I looked and -- and  
 17 Your Honor can correct me. And if you've done it  
 18 before, I'll be quiet on this, but I looked in  
 19 South Carolina, you know, at the appellate level  
 20 to try to find out how other masters and special  
 21 referees handle the sale of distributional  
 22 interests as Your Honor awarded, and it appeared  
 23 to me, in short -- I'm just paraphrasing, but in  
 24 short the case out of Charleston, that Kriti  
 25 Ripley and Levy versus Carolinian, a hotel case

1 the -- Your Honor ordered that the -- the LLC  
 2 distributional interest of Mr. Hamlin would be  
 3 sold via share of sales. I understand your  
 4 order, and I -- I -- I asked Your Honor or I  
 5 mentioned it -- I mentioned it to Your Honor, but  
 6 I didn't thoroughly argue it, I guess. I  
 7 asserted it, but I didn't -- we didn't explore it  
 8 deeply like -- like I've done here is that  
 9 the -- the -- the sheriff's sale -- well, there  
 10 again, the sheriff's sale, there has to be  
 11 advertisement for two -- for 15 days.

12 And obviously 15 days and then the sale  
 13 after your original order date, Your Honor, of  
 14 February 9th still would not allow for enough  
 15 time to -- you know, enough time for the sheriff  
 16 to comply with my client's due process rights  
 17 without the active energy expiring.

18 As a secondary point -- and I think I  
 19 did touch on it at the hearing, but the sale of  
 20 the LLC distributional interests is an  
 21 intangible. I guess theoretically, Your Honor,  
 22 the -- the membership interest, if there are -- I  
 23 don't know that there's even a certificate, you  
 24 know, or a share as there would be an LLC, you  
 25 know, a stock, but the membership interest is

1 in Horry County, in both cases, Your Honor, it  
 2 appeared that the judge or -- the judge in both  
 3 cases, the master, had ordered that the -- that  
 4 Your Honor would oversee the sale of the  
 5 distributional interest because of the, you know,  
 6 due process rights of the client and all of the  
 7 things that I stated in my motion.

8 I mean, I understand that the  
 9 debtor -- excuse me, the creditor has a right to  
 10 be repaid and the creditor wants to receive the  
 11 highest amount of money. But respectfully,  
 12 Your Honor, the sheriff's sale or listing, you  
 13 know, an LLC interest of Hamlin Family Holdings  
 14 is intangible, as I stated, and I don't know that  
 15 the sheriff's sale would accomplish the highest  
 16 and most amount of money to make the debtor  
 17 whole.

18 And so we respectfully would request  
 19 Your Honor to -- if you're going to move forward  
 20 with the order under that Macklin exception that  
 21 was articulated before, Your Honor, we would ask  
 22 that Your Honor actually supervise that sale  
 23 to -- to do many things but to comport with due  
 24 process in general.

25 I mentioned in the brief -- in the

1 motion, Your Honor, that the amount of debt is  
 2 also -- I've spoken -- I've spoken with counsel  
 3 for -- for Edgefield Holdings, but -- and  
 4 he's -- he and I's talked about the debt, but I  
 5 still don't know -- I don't know if there's been  
 6 a finding by Your Honor of the actual amount of  
 7 debt as of a certain date. And that raised a  
 8 procedural issue for me that whether Your Honor  
 9 stayed by the sheriff's sale or decided to review  
 10 the sale and follow Rule 71 as I assert that  
 11 you -- I would like you to do, there's been no  
 12 finding by Your Honor as to the actual amount of  
 13 debt as of the date of this judgment.

14 And so in short, without beating a dead  
 15 horse, you know, my client still arguably has a  
 16 redemption right under Article 9. And I'm not  
 17 trying to pay -- play fast and loose or, you  
 18 know, create an issue where there isn't one, but  
 19 as a matter of due process, I think Your Honor  
 20 needs to make a ruling about what the debt is as  
 21 of a certain date. And then that would allow my  
 22 client to decide if he wants to pay that debt  
 23 or -- or what he would like to do.

24 I understand he hasn't paid the debt,  
 25 and Your Honor's ruling upon that is clear. But

1 case came after Linda -- Linda Mc, and the  
 2 footnote 7, as I mentioned at point 7 in the  
 3 motion stated that the Supreme Court overruled  
 4 Linda Mc, which is -- which was the case, as I  
 5 understand, that allowed -- that stood for the  
 6 proposition that if the creditor had asserted  
 7 their rights, as they did in this case and that  
 8 Your Honor issued a ruling prior to the  
 9 expiration of the judgment that your -- that the  
 10 Court would not punish the debtor -- excuse me,  
 11 the creditor but rather allow the process to  
 12 continue.

13 But as I rate -- read Gordon, and I read  
 14 it again this morning just to make sure I wasn't,  
 15 you know, misinterpreting it, but the state court  
 16 made it clear in that case that there is a bright  
 17 line rule that the active energy of judgment is  
 18 10 years and that -- that there's no saving  
 19 provision, there's no equitable remedy. Even if  
 20 the Court found that, you know, Edgefield  
 21 Holdings did everything they were supposed to and  
 22 that the only reason why the sale hasn't occurred  
 23 was through no fault of their own, I think the  
 24 supreme court's made it clear that the active  
 25 energy expires, you know, at 10 years. 10 years

1 I still think as a procedural matter and a matter  
 2 of due process, Your Honor needs to make a  
 3 finding about what the amount of debt is.

4 Presumably if the sheriff conducts a  
 5 sale or Your Honor supervises a sale, you know,  
 6 my client needs to know what the amount of money  
 7 is so that Your Honor could then make a  
 8 subsequent ruling about the deficiency,  
 9 presumably if Your Honor wanted to go that -- I  
 10 assume that Edgefield Holdings has not waived the  
 11 deficiency, and so that creates an issue there as  
 12 well, Your Honor. So I'm not sure.

13 You know, I -- I think Your Honor would  
 14 agree that, you know, we need to have evidence at  
 15 some point of what the debt is as of some date.  
 16 And respectfully, Your Honor, we would like you  
 17 to make that ruling before you ordered the sale  
 18 because that affects my client's equitable right  
 19 of redemption under Article 9.

20 And -- and so -- and importantly, Your  
 21 Honor, just to -- just to wrap it up, let me see  
 22 here. I didn't realize there's some kind of  
 23 spacing here with my motion, but importantly  
 24 Your Honor, Gordon versus Lancaster, which I know  
 25 Your Honor's read and is familiar with, but that

1 and a day there's no active energy. And so the  
 2 Court's without the authority to -- to order or  
 3 to do anything further.

4 And footnote 6 specifically, Your Honor,  
 5 does provide an exception to that rule that said  
 6 cases that were pending in 2000 -- pending at the  
 7 time before Gordon versus Lancaster reversed  
 8 Linda Mc, those cases that were in the balance,  
 9 the parties were -- you know, the creditor in  
 10 those cases was allowed a narrow exception to  
 11 continue on in reliance on Linda Mc.

12 But that's not this case, Your Honor.  
 13 This case, Your Honor, it was referred to you  
 14 back last year. And so -- in 2023. And so that  
 15 was obviously after the Gordon versus Lancaster  
 16 opinion. And so that exception doesn't apply  
 17 respectfully, Your Honor.

18 And the other -- we'll stand on the  
 19 other pages in the motion to reconsider, Your  
 20 Honor, but I appreciate Your Honor allowing me to  
 21 have a hearing on this and -- and bring up -- and  
 22 I think it's timely now, bring up the  
 23 act -- bring up the points. And I just want to  
 24 reiterate that we assert unequivocally that the  
 25 active energy of the 2013 or 2014 judgment as

1 Your Honor had already ordered -- February 17th,  
2 2014, judgment is expired. So respectfully we  
3 would request Your Honor to grant the motion.

4 THE COURT: All right. Thank you,  
5 Mr. Ferrara.

6 Mr. Hershon?

7 MR. HERSHON: Yes, thank you, Your  
8 Honor. Couple of points or at least one main  
9 point up front in terms of the -- the way I  
10 understood the ruling and the way -- the way the  
11 order is presented is that under the Gordon case,  
12 what mattered in terms of active energy was for  
13 an order to be entered before the deadline of 10  
14 years, which is what occurred, and then that  
15 the -- the actual execution or sale takes place  
16 afterwards. That is okay under interpreting how  
17 the Gordon versus Lancaster case was decided  
18 because under that case what had happened was the  
19 order was entered actually one day after the  
20 expiration period, as opposed to here we have a  
21 different set of facts where it was entered  
22 before.

23 And look at the Rule 59(e) standard,  
24 first of all, the -- you know, while we do have  
25 this one, you know, admitted scrivener's error by

1 February 20th. That's grounds enough for the  
2 motion to be denied; however, also looking at the  
3 standard of the rule, the Rule 59 -- and there's  
4 a -- there's an opinion from Judge Young on a  
5 Berkeley County case -- I know that's not binding  
6 on this Court, but from 2022 that's Clemons  
7 versus Home Telecom that I was able to look at at  
8 least on Lexis, even though it's a circuit court  
9 decision -- that states that Rule 59 in our  
10 state -- you know, Rule 59 under the  
11 South Carolina rules mirrors and images the  
12 federal rules, which means we can look to the  
13 federal rules for guidance.

14 And under that Clemons case, it says,  
15 you know, that the -- the Courts have to  
16 recognize circumstances in which the Court should  
17 grant a Rule 59(3): To accommodate an  
18 intervening change in controlling law; to account  
19 for new evidence not available at trial; or,  
20 three, to correct a clear error of law or to  
21 prevent manifest injustice.

22 It's not a vehicle to relitigate  
23 previously raised issues or to raise argument or  
24 present evidence that could have been presented  
25 prior to entry of judgment. In other words, a

1 the date, that certainly would require maybe a  
2 Form 4 that -- that puts that date -- corrects  
3 that date in some way. I am -- I do want to make  
4 sure I am clear that I am concerned about if the  
5 Court decides to keep the order in the same way  
6 that it is now and doing an amended order because  
7 of the 10-year active energy under the position I  
8 have taken is, hey, that the operative order is  
9 the order that was entered before the 10 years  
10 ran.

11 So if there's some kind of scrivener's  
12 error that would need to get correct by a Form 4  
13 of some kind, but I wouldn't want to see a full  
14 amended order because I think that could be that,  
15 hey, relief was granted after the 10-year period.  
16 I think that's an important distinction based on  
17 the arguments Edgefield has made in this case.

18 As for the Rule 50(3) standard, you  
19 know, we do typically look at that as a motion to  
20 reconsider. Even though that's not in the name,  
21 it does have in there that it is to be filed  
22 within 10 days after receiving the entry of the  
23 order. That was not done here. It was done  
24 11 days. The order was entered on February 9th,  
25 and it was -- the motion was filed on

1 party should not use Rule 59 to present to the  
2 Court an issue that the party that may have  
3 raised prior to the judgment but did not. And  
4 such motion should only be granted in highly  
5 unusual circumstances. That is stating -- citing  
6 to various federal law, including districts of  
7 South Carolina and other districts in court  
8 circuit within that opinion, Your Honor.

9 As to the issues raised, you know,  
10 again, under Gordon -- and as the Court decided  
11 and I've heard something really -- and I'm just  
12 hearing the same argument again, is that, Hey,  
13 this judgment now -- you know, is over 10 years  
14 old. Again, I believe the way I see the Court  
15 order, and I think the way Gordon can be read is  
16 what is important is that the order for execution  
17 is entered prior (inaudible) period is up.

18 In terms of the debt calculation issue,  
19 calculation of post judgment interest is to  
20 me -- it's a simple calculation. It's  
21 ministerial in nature in that amount -- I don't  
22 -- if that amount has been raised -- I've not  
23 ordered the transcripts from the prior hearings  
24 at this time, but I know the amount was stated on  
25 the record from my recollection at hearings.

1 So whether or not an order, if they are  
 2 of record -- I also -- you know, any time I'm  
 3 doing judicial foreclosure, you know, if the  
 4 Court requires it -- if we were in a judicial  
 5 foreclosure setting, if the Court requires it, I  
 6 would do an affidavit for my client. But I've  
 7 also had masters in equity that have been fine  
 8 with me just presenting the calculations as an  
 9 officers of the Court and running through those  
 10 calculations.

11 I mean, here, as of the date of  
 12 the -- you know, the date of the hearing on  
 13 February 9th, the amount of -- with interest,  
 14 which is compounded annually per SC Code  
 15 34-31-20(B), not 20A as is cited in the -- the  
 16 motion of reconsideration, comes to a total of  
 17 \$256,818.92 as of the date of that February 9th  
 18 hearing. I think that works as an amount to  
 19 consider.

20 And here for the purposes of the sale,  
 21 the order -- the order is clear. One, we've got  
 22 two -- two vehicles that are -- that are to be  
 23 sold. I didn't hear anything contesting that  
 24 those should be -- I think at the hearing we  
 25 clarified what vehicle could be protected and how

1 South Carolina law allows that foreclosure of  
 2 that interest.  
 3 And -- and it makes sense. A membership  
 4 interest is property owned by the debtor that  
 5 could be utilized to satisfy this judgment where  
 6 the debtor's otherwise unwilling to satisfy it  
 7 because there's some question -- I mean, some  
 8 questions were brought about the fairness of that  
 9 process and whether it would, you know, allow for  
 10 the highest sale.

11 I mean -- the general sales process in  
 12 judgment, execution, and in foreclosures doesn't  
 13 net the highest sales price. That's how -- the  
 14 process set up as an auction to allow for  
 15 bidding, but it's not the true open market, Let's  
 16 hold and wait for -- for offers.

17 And let's not forget about this concern  
 18 about -- about that -- where we're at because of  
 19 this. It's because the debtor has withheld  
 20 payment of the debt. That's why we're here.  
 21 This is not some special or other kind of relief.  
 22 It's because the debtor has not paid  
 23 valid -- valid debts under a South Carolina  
 24 judgment.

25 He has a simple way to resolve it

1 one vehicle was jointly owned and not to be dealt  
 2 with through this order.

3 On the charging order, what was found by  
 4 the Court is, one, that a charging order was  
 5 granted; but, two, and more importantly for the  
 6 sale, that that charging -- that charging order  
 7 and charging lien could be foreclosed upon. And  
 8 the conclusion of paragraph 4 of the order states  
 9 that Edgefield is entitled to foreclose the liens  
 10 (inaudible) orders, not only as to the

11 respondent's distributional interest in the  
 12 company but also respondent's membership  
 13 interests in the company, end quote.

14 So we're not talking about the sale and  
 15 foreclosure of a distributional interest. We're  
 16 talking -- you know, the way the order is drafted  
 17 is a sale of his membership interest, which is  
 18 100 percent interest in the company, which  
 19 therefore is somebody buying the company, the  
 20 full -- whoever would win the high bid at that  
 21 sale would be the -- would own 100 percent  
 22 interest in the company. That's the  
 23 way -- that's the way the -- the law was argued  
 24 at the hearing, and that's the way it was drafted  
 25 in the order that the Court accepted. You know,

1 outside of this. It's to pay that debt instead  
 2 of allowing the court order to proceed. Of  
 3 course, that could resolve it if the debt was  
 4 paid.

5 And I think just because this process  
 6 here in this case is unusual, that we're not just  
 7 selling real property, we're not just, you know,  
 8 selling a vehicle, there is something else of  
 9 value, just because typically, I guess, a debtor  
 10 would -- you know, would stop things short of  
 11 allowing for their LLC to be sold by -- by making  
 12 payment, just because that is a rare circumstance  
 13 doesn't mean that the sale shouldn't occur.

14 And just because the sheriff's office is  
 15 not used to selling things such as an LLC  
 16 interest doesn't mean it shouldn't occur.  
 17 There's a clear ability to advertise and a clear  
 18 ability to sell where the public would have  
 19 notice that if it desired to bid that it could do  
 20 so.

21 I think -- I think that addresses the  
 22 arguments that have been raised, Your Honor.  
 23 Again, while -- while -- with all due respect to  
 24 opposing counsel and the arguments that have been  
 25 raised and while the motion does go into some

Page 25

1 arguments that perhaps, you know, were not fully  
 2 raised at the hearing, I don't -- in the opinion  
 3 of Edgefield, the order is correct, save for one  
 4 ministerial act -- or sorry, one -- not  
 5 ministerial act, one scrivener's error.  
 6 As to the debt amount if somehow more  
 7 money came in than what was owed or if there  
 8 needed to be something that established that,  
 9 then the Court could either, again, do that  
 10 through the Form 4 with the scrivener's error to  
 11 confirm what the debt amount is or when money  
 12 comes in from the sale, it could confirm that  
 13 it's less than what the judgment amount was, if  
 14 that's the case. Or if it's more that, money  
 15 would flow back to the debtor.  
 16 And otherwise, Your Honor, the -- the  
 17 sale should move forward. I mean, to me at the  
 18 hearing I didn't have a preference of whether it  
 19 was you or the sheriff's department, but I think  
 20 now because the order that's of record prior to  
 21 the ten years running is for the sheriff to  
 22 conduct the sale, that it should stay there  
 23 rather than be a new order that could be  
 24 interpreted as new relief post the 10-year  
 25 period, Your Honor.

Page 26

1 And so for those reasons, I believe that  
 2 the motion to reconsider should be denied.  
 3 THE COURT: All right. Thank you,  
 4 Mr. Hershon. Mr. Ferrara, any response?  
 5 MR. FERRARA: Yes, very briefly,  
 6 Your Honor.  
 7 A threshold matter on the motion to  
 8 reconsider is properly before Your Honor because,  
 9 as I recall, while ten days -- more than ten days  
 10 had elapsed, Monday was a federal holiday.  
 11 THE COURT: Yeah, I meant to  
 12 mention that. That -- it was a holiday. My  
 13 quick review indicated that it was within  
 14 the -- within the 10 days. So I will not dismiss  
 15 it on that procedural ground. Thank you for  
 16 reminding me.  
 17 MR. FERRARA: Okay. Thank you,  
 18 Your Honor.  
 19 And then Mr. Hershon has not tried to --  
 20 tried to, you know, do anything improper with the  
 21 Court, you know, by asking for foreclosure and  
 22 sale other than the points I'm making, but  
 23 the -- the \$256,818.92, that's not a finding by  
 24 Your Honor at this point. I respect Mr. Hershon,  
 25 and I trust his word; however, I think as a

Page 27

1 procedural practical matter, the sheriff's office  
 2 or Your Honor, however the sale would go down if  
 3 you decided to move forward with it, you know, I  
 4 think you're (inaudible) to say that it's obvious  
 5 that that amount needs to be an order of the  
 6 Courts that is the amount of debt because  
 7 Mr. Hershon mentioned that if somehow --  
 8 THE COURT: Let me interrupt you on  
 9 that, Mr. Ferrara. The judgment amount accrues  
 10 interest after -- after it's -- after it's filed  
 11 and then supplemental proceedings followed that.  
 12 I don't know that -- I don't know that there's a  
 13 proper format -- maybe that's the right word --  
 14 to determine the amount of the debt. The amount  
 15 of the debt's whatever it is based upon the -- on  
 16 the interest. I don't think an order o-- for an  
 17 order to be issued in a supplemental proceedings  
 18 such as this there has to be a finding as to the  
 19 amount.  
 20 So I -- I appreciate what you're saying,  
 21 that y'all need a -- need a target -- target  
 22 figure, but -- and you could request that from  
 23 Mr. Hershon, but I don't think that it's a  
 24 necessity that the Court has to enter as a part  
 25 of the process.

Page 28

1 So -- okay. I interrupted you. Go  
 2 ahead. What -- and you had -- you had  
 3 more -- more for me? Just lost your video,  
 4 Mr. Ferrara.  
 5 It's not just you, Ms. Hoover. There he  
 6 is.  
 7 MR. FERRARA: Your Honor, can you  
 8 hear me?  
 9 THE COURT: All right.  
 10 Mr. Ferrara, we can now. You jumped out about --  
 11 about the time I was putting it back to you. So  
 12 what else did you want to share?  
 13 MR. FERRARA: And, Your Honor,  
 14 hopefully you can hear me. I had to go to a  
 15 different computer because that laptop died. But  
 16 I -- what I was getting to, Your Honor, is there  
 17 is a right of redemption under Article 9  
 18 regarding the LLC distributional interest. And  
 19 because there is a right of redemption, I think  
 20 it's important in that -- in this particular  
 21 case. I agree with Your Honor that as a matter  
 22 of -- in general --  
 23 THE COURT: I'm just saying as a  
 24 threshold, I don't think I have to make a  
 25 determination as to the amount. The amount's

1 whatever it is based upon the calculation of the  
 2 interest from the date of imposition of the -- of  
 3 the judgment. If you reached out to Mr. Hershon  
 4 and said, Give me -- give me the amount and you  
 5 vehemently disagreed with it because you were  
 6 getting ready to redeem based on your  
 7 calculations and his were higher, then it might  
 8 be appropriate for a judicial determination as to  
 9 the exact amount of the -- amount of the debt.  
 10 But I don't think we're at that point. So --  
 11 MR. FERRARA: Okay.  
 12 THE COURT: All right.  
 13 MR. FERRARA: And then -- and then  
 14 finally, Your Honor, the -- I'm trying to recall  
 15 because I left my notes in the other room, but as  
 16 I recall, I think that's the primary point, Your  
 17 Honor. And I -- I haven't double-checked those  
 18 calculations because that's the first time I've  
 19 heard that number. Mr. Hershon and I were  
 20 talking about settlement that did not involve  
 21 that number, so I didn't double-check that. And  
 22 I guess I'll have to do that.  
 23 But because of the dispute about when  
 24 the judgment was ordered, I need to check that.  
 25 And, you know, redemption could be an issue and I

1 THE COURT: All right. Well,  
 2 I -- I thank y'all for participating by WebEx.  
 3 Thank y'all for the arguments. I've got  
 4 everything in front of me. I'm going to review  
 5 this, reread those cases, and then I will -- I  
 6 will reach out and -- and share when my -- my  
 7 ruling is. Okay?  
 8 MR. HERSHON: Thank you, Your  
 9 Honor.  
 10 MR. FERRARA: Thank you, Your  
 11 Honor.  
 12 THE COURT: Okay. All right.  
 13 Thank y'all.  
 14 MS. HOOVER: Thank y'all.  
 15 MR. FERRARA: See ya.  
 16 (End of proceeding.)  
 17 (End of video recording.)  
 18  
 19  
 20  
 21  
 22  
 23  
 24  
 25

1 don't know if Your Honor -- oh, that's right. I  
 2 just wanted to raise that regarding the equitable  
 3 right of redemption. That's an important issue.  
 4 And finally, Your Honor, I think Your  
 5 Honor should amend the order because it would be  
 6 manifest unjust not to. It would be confusing if  
 7 the order stands, even if Your Honor does a  
 8 Form 4 that -- I think that would be  
 9 inappropriate. I -- I think it would be much  
 10 more appropriate for the Court to modify the  
 11 order to reflect the appropriate dates so there's  
 12 no confusion.  
 13 If we left the order as is and then did  
 14 some kind of a, you know, Form 4 supplemental  
 15 order while the current parties understand what's  
 16 going on -- and I'm not saying Mr. Hershon would  
 17 try to do anything -- and later on I may have a  
 18 problem, you know, several years down the road  
 19 because of the date in paragraph 1 of the order.  
 20 THE COURT: Okay. All right.  
 21 Thank you, Mr. Ferrara.  
 22 All right. Mr. Hershon, last shot.  
 23 Anything else you want to share?  
 24 MR. HERSHON: No, thank you, Your  
 25 Honor.

1 CERTIFICATE  
 2  
 3 I, Jessica Bolanos, Notary Public  
 4 in and for the State of South Carolina at Large,  
 5 do hereby certify that the audio recording in the  
 6 foregoing transcript was recorded  
 7 stenographically by me and thereafter transcribed  
 8 by computer-aided transcription; that the  
 9 foregoing is a full, complete, and true record of  
 10 the audio recording. Due to the quality of the  
 11 recorded media, the transcript may include  
 12 misinterpreted and/or inaudible parentheticals  
 13 for words unable to be discerned. The Court  
 14 Reporter was not present at the time of the  
 15 recording; therefore, this transcript should not  
 16 be considered verbatim.  
 17 I further certify that I am neither  
 18 related to nor counsel for any party to the cause  
 19 pending or interested in the events thereof.  
 20 Witness my hand, I have hereunto  
 21 affixed my official seal at Charleston,  
 22 Charleston County, on 30th of August, 2024.  
 23  
 24 Jessica Bolanos  
 25 My Commission expires  
 April 22, 2032

WORD INDEX

- < \$ >  
**\$256,818.92** 21:17  
 26:23
- < 1 >  
**1** 30:19  
**10** 7:25 9:19  
 15:18, 25 17:13  
 18:9, 22 20:13  
 26:14  
**100** 22:18, 21  
**103** 2:5  
**10-year** 18:7, 15  
 25:24  
**11** 18:24  
**12189** 1:17  
**13** 7:24  
**13th** 8:6  
**15** 9:8 10:11, 12  
**1565** 2:4  
**17th** 17:1
- < 2 >  
**2000** 16:6  
**201** 2:10  
**2013** 8:7 16:25  
**2014** 16:25 17:2  
**2014-CP-08-00321**  
 3:17  
**2022** 19:6  
**2023** 7:24 8:2  
 16:14  
**2023CP0800783** 1:8  
**2024** 1:13 3:19  
 6:24 32:22  
**2032** 32:25  
**20A** 21:15  
**20th** 19:1  
**21** 1:13  
**22** 32:25  
**223** 2:14  
**29405** 1:17  
**29406** 2:10  
**29407** 2:5  
**29461** 2:15
- < 3 >
- 30th** 32:22  
**34-31-20(B)** 21:15
- < 4 >  
**4** 18:2, 12 22:8  
 25:10 30:8, 14  
**415** 4:19
- < 5 >  
**50(3)** 18:18  
**59** 19:3, 9, 10 20:1  
**59(3)** 19:17  
**59(e)** 17:23
- < 6 >  
**6** 16:4
- < 7 >  
**7** 15:2  
**71** 13:10
- < 8 >  
**843-762-6294** 1:18  
**8887** 2:9
- < 9 >  
**9** 3:19 6:24 13:16  
 14:19 28:17  
**9TH** 1:1 6:20  
 10:14 18:24 21:13,  
 17
- < A >  
**ability** 24:17, 18  
**able** 5:4 19:7  
**accepted** 22:25  
**accommodate** 19:17  
**accomplish** 11:12  
 12:15  
**account** 19:18  
**accrues** 27:9  
**act** 16:23 25:4, 5  
**acting** 9:18  
**active** 7:14 8:18, 23  
 9:12, 15 10:17  
 15:17, 24 16:1, 25  
 17:12 18:7  
**actual** 13:6, 12  
 17:15
- addresses** 24:21  
**addressing** 8:23  
**administrative** 3:7  
**admitted** 17:25  
**advertise** 24:17  
**advertised** 9:7  
**advertisement** 10:11  
**affidavit** 21:6  
**affixed** 32:21  
**agree** 8:9 14:14  
 28:21  
**ahead** 28:2  
**allow** 10:14 13:21  
 15:11 23:9, 14  
**allowed** 8:24 15:5  
 16:10  
**allowing** 16:20  
 24:2, 11  
**allows** 23:1  
**amend** 8:5 9:15  
 30:5  
**amended** 18:6, 14  
**amount** 12:11, 16  
 13:1, 6, 12 14:3, 6  
 20:21, 22, 24 21:13,  
 18 25:6, 11, 13 27:5,  
 6, 9, 14, 19 28:25  
 29:4, 9  
**amount's** 28:25  
**and/or** 32:12  
**annually** 21:14  
**anybody** 3:6, 8  
**apologize** 8:13  
**appeared** 11:22  
 12:2  
**appellate** 11:19  
**apply** 16:16  
**appreciate** 5:12  
 16:20 27:20  
**appropriate** 29:8  
 30:10, 11  
**April** 32:25  
**arguably** 7:12  
 13:15  
**argue** 10:6  
**argued** 22:23  
**argument** 19:23  
 20:12
- arguments** 5:11  
 18:17 24:22, 24  
 25:1 31:3  
**arm** 5:8  
**Article** 13:16 14:19  
 28:17  
**articulated** 12:21  
**asked** 4:6 6:8 10:4  
**asking** 6:23 26:21  
**assert** 9:11 13:10  
 16:24  
**asserted** 8:22 9:4  
 10:7 15:6  
**asserting** 6:21  
**assistant** 3:7  
**assume** 14:10  
**attorneys** 7:24  
**auction** 23:14  
**audio** 32:5, 10  
**August** 7:24 8:6  
 32:22  
**authority** 9:2, 13  
 16:2  
**available** 19:19  
**awarded** 11:22
- < B >  
**back** 4:7, 10 16:14  
 25:15 28:11  
**balance** 16:8  
**based** 18:16 27:15  
 29:1, 6  
**basically** 9:21  
**basis** 7:3, 4  
**beating** 13:14  
**BEHALF** 2:1, 7, 12  
 3:21 5:25  
**believe** 3:10 5:2  
 20:14 26:1  
**BERKELEY** 1:2  
 2:12 9:6 19:5  
**beyond** 9:19  
**bid** 22:20 24:19  
**bidding** 23:15  
**binding** 19:5  
**BOLANOS** 1:16  
 32:3, 24  
**BOLEN** 1:16  
**Bottom** 4:5

**Boulevard** 2:4, 9  
**Box** 1:17  
**brief** 12:25  
**briefly** 26:5  
**bright** 15:16  
**bring** 16:21, 22, 23  
**brought** 23:8  
**bunches** 4:14  
**button** 4:5  
**buying** 22:19  
  
**< C >**  
**calculation** 20:18, 19, 20 29:1  
**calculations** 21:8, 10 29:7, 18  
**call** 4:20  
**CAROLINA** 1:1 11:19 19:11 20:7 23:1, 23 32:4  
**Carolinian** 11:25  
**Case** 1:8 4:10 7:5 8:22, 24 11:24, 25 15:1, 4, 7, 16 16:12, 13 17:11, 17, 18 18:17 19:5, 14 24:6 25:14 28:21  
**cases** 12:1, 3 16:6, 8, 10 31:5  
**caught** 8:14  
**cause** 32:18  
**certain** 13:7, 21  
**certainly** 3:16 18:1  
**certificate** 10:23 32:1  
**certify** 32:5, 17  
**change** 8:5 19:18  
**charging** 22:3, 4, 6, 7  
**Charleston** 1:17 2:5, 10 11:24 32:21, 22  
**check** 6:1 29:24  
**Cheryl** 2:15 3:6  
**CHRISTIAN** 1:8  
**CIRCUIT** 1:1 19:8 20:8  
**circumstance** 24:12  
**circumstances** 19:16 20:5

**cited** 21:15  
**citing** 20:5  
**clarified** 21:25  
**CLARK** 1:16  
**clear** 13:25 15:16, 24 18:4 19:20 21:21 24:17  
**Clemons** 19:6, 14  
**client** 3:13 12:6 13:15, 22 14:6 21:6  
**client's** 10:16 14:18  
**Code** 21:14  
**come** 5:4  
**comes** 21:16 25:12  
**Commission** 32:24  
**company** 22:12, 13, 18, 19, 22  
**complete** 32:9  
**completed** 7:11, 13 9:23  
**comply** 10:16  
**comport** 12:23  
**compounded** 21:14  
**computer** 28:15  
**computer-aided** 32:8  
**concern** 23:17  
**concerned** 18:4  
**conclusion** 22:8  
**conduct** 25:22  
**conducts** 14:4  
**confirm** 25:11, 12  
**confused** 7:17  
**confusing** 30:6  
**confusion** 30:12  
**consecutive** 9:8  
**consider** 21:19  
**considered** 32:16  
**contesting** 21:23  
**continue** 6:10 15:12 16:11  
**controlling** 19:18  
**Corner** 2:15  
**Correct** 5:2, 5 6:4 8:8 11:17 18:12 19:20 25:3  
**corrects** 18:2  
**counsel** 13:2 24:24 32:18  
**COUNTY** 1:2 2:12

12:1 19:5 32:22  
**County's** 9:6  
**Couple** 17:8  
**course** 24:3  
**COURT** 3:1, 4, 15 4:4, 12, 21 5:6, 17, 19, 23 6:6, 16, 19 8:8, 13, 20 15:3, 10, 15, 20 17:4 18:5 19:6, 8, 16 20:2, 7, 10, 14 21:4, 5, 9 22:4, 25 24:2 25:9 26:3, 11, 21 27:8, 24 28:9, 23 29:12 30:10, 20 31:1, 12 32:13  
**Courts** 19:15 27:6  
**court's** 15:24 16:2  
**create** 13:18  
**creates** 14:11  
**creditor** 12:9, 10 15:6, 11 16:9  
**current** 30:15

**< D >**  
**DALE** 1:5  
**DATE** 1:13 10:13 13:7, 13, 21 14:15 18:1, 2, 3 21:11, 12, 17 29:2 30:19  
**dates** 30:11  
**day** 16:1 17:19  
**days** 9:8 10:11, 12 18:22, 24 26:9, 14  
**dead** 13:14  
**deadline** 17:13  
**dealt** 22:1  
**debt** 13:1, 4, 7, 13, 20, 22, 24 14:3, 15 20:18 23:20 24:1, 3 25:6, 11 27:6, 14 29:9  
**debtor** 12:9, 16 15:10 23:4, 19, 22 24:9 25:15  
**debtor's** 23:6  
**debts** 23:23  
**debt's** 27:15  
**decide** 13:22

**decided** 13:9 17:17 20:10 27:3  
**decides** 18:5  
**decision** 19:9  
**deeply** 10:8  
**Defendant** 1:8 2:7  
**deficiency** 14:8, 11  
**denied** 19:2 26:2  
**department** 3:22 6:1 25:19  
**desired** 24:19  
**determination** 28:25 29:8  
**determine** 27:14  
**died** 28:15  
**different** 17:21 28:15  
**disagreed** 29:5  
**discerned** 32:13  
**discussions** 4:24 5:3  
**dismiss** 26:14  
**dispute** 9:11 29:23  
**distinction** 18:16  
**distributional** 10:2, 20 11:11, 21 12:5 22:11, 15 28:18  
**districts** 20:6, 7  
**doing** 4:14 18:6 21:3  
**double-check** 29:21  
**double-checked** 29:17  
**drafted** 22:16, 24  
**Drive** 2:14  
**due** 10:16 12:6, 23 13:19 14:2 24:23 32:10  
  
**< E >**  
**EDGEFIELD** 1:5 13:3 14:10 15:20 18:17 22:9 25:3  
**effect** 11:5  
**either** 25:9  
**elapsed** 26:10  
**ELISABETH** 2:14  
**energy** 7:14 8:18, 23 9:12, 15 10:17 15:17, 25 16:1, 25

17:12 18:7  
**enforceable** 7:5  
**enforcement** 7:2, 11  
 9:23  
**enter** 27:24  
**entered** 17:13, 19,  
 21 18:9, 24 20:17  
**entire** 9:22  
**entitled** 22:9  
**entry** 18:22 19:25  
**equitable** 14:18  
 15:19 30:2  
**equity** 21:7  
**error** 7:20 8:3, 11  
 17:25 18:12 19:20  
 25:5, 10  
**essentially** 9:22  
**established** 25:8  
**events** 32:19  
**everybody** 3:2  
**evidence** 14:14  
 19:19, 24  
**exact** 29:9  
**exception** 12:20  
 16:5, 10, 16  
**excuse** 12:9 15:10  
**executed** 9:3, 5  
**execution** 17:15  
 20:16 23:12  
**expecting** 3:5  
**expiration** 7:7 9:1  
 15:9 17:20  
**expired** 7:10, 14  
 9:16 17:2  
**expires** 15:25 32:24  
**expiring** 10:17  
**explore** 10:7

## &lt; F &gt;

**Fabulous** 5:18  
**fact** 7:21 8:2, 6  
**facts** 17:21  
**fairness** 23:8  
**familiar** 14:25  
**Family** 12:13  
**fast** 13:17  
**fault** 15:23  
**February** 3:19  
 6:19, 20, 24 10:14

17:1 18:24 19:1  
 21:13, 17  
**federal** 19:12, 13  
 20:6 26:10  
**FERRARA** 2:7, 9  
 3:3, 4, 12, 20 4:18  
 5:5 6:7, 12, 15  
 8:17 17:5 26:4, 5,  
 17 27:9 28:4, 7, 10,  
 13 29:11, 13 30:21  
 31:10, 15  
**Ferrara's** 5:24  
**fewer** 4:12, 13  
**figure** 27:22  
**figured** 5:11  
**filed** 5:1 18:21, 25  
 27:10  
**finally** 29:14 30:4  
**find** 11:20  
**finding** 13:6, 12  
 14:3 26:23 27:18  
**findings** 7:21 8:6  
**fine** 21:7  
**FIRM** 2:4, 7  
**first** 8:4 17:24  
 29:18  
**flow** 25:15  
**follow** 13:10  
**followed** 27:11  
**footnote** 15:2 16:4  
**foreclose** 22:9  
**foreclosed** 22:7  
**foreclosure** 21:3, 5  
 22:15 23:1 26:21  
**foreclosures** 23:12  
**foregoing** 32:6, 9  
**forget** 23:17  
**Form** 18:2, 12  
 25:10 30:8, 14  
**format** 27:13  
**forth** 6:24  
**forward** 12:19  
 25:17 27:3  
**found** 15:20 22:3  
**front** 6:14 17:9  
 31:4  
**full** 18:13 22:20  
 32:9  
**fully** 25:1

**further** 16:3 32:17

## &lt; G &gt;

**general** 12:24  
 23:11 28:22  
**getting** 28:16 29:6  
**give** 4:6 29:4  
**glaring** 5:9  
**go** 14:9 24:25  
 27:2 28:1, 14  
**going** 3:14 6:2, 11  
 11:12 12:19 30:16  
 31:4  
**good** 3:1, 3 5:10  
 7:25  
**Gordon** 14:24  
 15:13 16:7, 15  
 17:11, 17 20:10, 15  
**grant** 17:3 19:17  
**granted** 18:15 20:4  
 22:5  
**ground** 26:15  
**grounds** 19:1  
**guess** 3:22 7:8  
 10:6, 21 24:9 29:22  
**guidance** 19:13

## &lt; H &gt;

**HAMLIN** 1:8 10:2  
 12:13  
**hand** 32:20  
**handle** 11:21  
**happened** 17:18  
**happy** 6:12  
**hard** 11:1  
**hear** 3:25 5:13, 15,  
 16 6:13 21:23  
 28:8, 14  
**heard** 20:11 29:19  
**hearing** 6:17 10:19  
 11:14 16:21 20:12  
 21:12, 18, 24 22:24  
 25:2, 18  
**hearings** 4:13  
 20:23, 25  
**helpful** 5:8  
**hereunto** 32:20  
**HERSHON** 2:1, 4  
 3:5, 10 4:2, 9, 23  
 8:9, 10, 15, 22 17:6,

7 26:4, 19, 24 27:7,  
 23 29:3, 19 30:16,  
 22, 24 31:8  
**hey** 18:8, 15 20:12  
**Hi** 3:1  
**high** 22:20  
**higher** 29:7  
**highest** 12:11, 15  
 23:10, 13  
**highly** 20:4  
**hold** 23:16  
**HOLDINGS** 1:5  
 12:13 13:3 14:10  
 15:21  
**holiday** 26:10, 12  
**Home** 19:7  
**HomeTrust** 7:21, 23  
**Honor** 3:12 4:2  
 6:5, 16, 17, 18 7:6,  
 19, 22 8:4, 16, 18, 24,  
 25 9:2, 9, 13, 18, 24  
 10:1, 4, 5, 13, 21  
 11:14, 17, 22 12:1, 4,  
 12, 19, 21, 22 13:1, 6,  
 8, 12, 19 14:2, 5, 7, 9,  
 12, 13, 16, 21, 24  
 15:8 16:4, 12, 13, 17,  
 20 17:1, 3, 8 20:8  
 24:22 25:16, 25  
 26:6, 8, 18, 24 27:2  
 28:7, 13, 16, 21  
 29:14, 17 30:1, 4, 5,  
 7, 25 31:9, 11  
**HONORABLE** 1:5  
**Honor's** 13:25  
 14:25  
**HOOVER** 2:14 3:5,  
 21, 25 5:13, 15, 18,  
 21 6:5, 8 7:17  
 28:5 31:14  
**hopefully** 28:14  
**Horry** 12:1  
**horse** 13:15  
**hotel** 11:25

## &lt; I &gt;

**III** 2:9  
**images** 19:11  
**importance** 7:1, 15

**important** 9:25  
18:16 20:16 28:20  
30:3  
**importantly** 14:20,  
23 22:5  
**imposition** 29:2  
**improper** 26:20  
**inappropriate** 30:9  
**inaudible** 20:17  
22:10 27:4 32:12  
**include** 32:11  
**including** 20:6  
**incorporated** 11:13  
**indicated** 26:13  
**injust** 30:6  
**injustice** 19:21  
**intangible** 10:21  
11:1, 2 12:14  
**interest** 10:2, 22, 25  
11:11 12:5, 13  
20:19 21:13 22:11,  
15, 17, 18, 22 23:2, 4  
24:16 27:10, 16  
28:18 29:2  
**interested** 32:19  
**interesting** 5:22  
**interests** 10:20  
11:22 22:13  
**interpreted** 25:24  
**interpreting** 17:16  
**interrupt** 27:8  
**interrupted** 28:1  
**intervening** 19:18  
**involve** 29:20  
**involvement** 6:2, 3  
**I's** 13:4  
**issue** 7:8 9:2 11:8  
13:8, 18 14:11  
20:2, 18 29:25 30:3  
**issued** 8:25 9:14  
15:8 27:17  
**issues** 19:23 20:9

< J >  
**JESSICA** 1:16  
32:3, 24  
**join** 3:13, 16  
**jointly** 22:1  
**Judge** 4:18 5:7  
12:2 19:4

**judgment** 7:4, 10,  
23, 25 8:2 9:12  
13:13 15:9, 17  
16:25 17:2 19:25  
20:3, 13, 19 23:5, 12,  
24 25:13 27:9  
29:3, 24  
**judgment's** 7:7  
**JUDICIAL** 1:1  
21:3, 4 29:8  
**jumped** 28:10

< K >

**KATHLEEN** 2:14  
**keep** 18:5  
**kind** 4:16 14:22  
18:11, 13 23:21  
30:14  
**know** 4:13, 15 6:19  
7:13, 25 8:1, 2 9:6  
10:15, 23, 24, 25  
11:9, 10, 19 12:5, 13,  
14 13:5, 15, 18 14:5,  
6, 13, 14, 24 15:15,  
20, 25 16:9 17:24,  
25 18:19 19:5, 10,  
15 20:9, 13, 24 21:2,  
3, 12 22:16, 25 23:9  
24:7, 10 25:1  
26:20, 21 27:3, 12  
29:25 30:1, 14, 18  
**Kriti** 11:24

< L >

**Lancaster** 14:24  
16:7, 15 17:17  
**laptop** 28:15  
**Large** 32:4  
**LAW** 2:4, 7 9:6  
19:18, 20 20:6  
22:23 23:1  
**LAWRENCE** 2:1,  
15 3:6  
**lawyer** 5:6  
**lawyers** 5:10  
**left** 29:15 30:13  
**level** 11:19  
**Levy** 11:25  
**Lexis** 19:8

**lien** 22:7  
**liens** 22:9  
**Linda** 15:1, 4 16:8,  
11  
**line** 15:17  
**link** 3:13  
**listing** 12:12  
**Live** 2:14  
**LLC** 10:1, 20, 24  
12:13 24:11, 15  
28:18  
**look** 17:23 18:19  
19:7, 12  
**looked** 5:11 11:16,  
18  
**looking** 19:2  
**loose** 13:17  
**lost** 28:3

< M >

**Macklin** 8:22, 24  
12:20  
**main** 17:8  
**making** 24:11 26:22  
**manifest** 19:21 30:6  
**manner** 4:15  
**MARCH** 1:13  
**market** 23:15  
**master** 12:3  
**masters** 11:20 21:7  
**matter** 7:16 8:1  
13:19 14:1 26:7  
27:1 28:21  
**mattered** 17:12  
**Mc** 15:1, 4 16:8, 11  
**mean** 12:8 21:11  
23:7, 11 24:13, 16  
25:17  
**means** 19:12  
**meant** 26:11  
**mechanism** 7:2  
9:23  
**media** 32:11  
**membership** 10:22,  
25 22:12, 17 23:3  
**mention** 26:12  
**mentioned** 10:5  
12:25 15:2 27:7  
**MICHAEL** 2:1

**ministerial** 20:21  
25:4, 5  
**mirrors** 19:11  
**misinterpreted**  
32:12  
**misinterpreting**  
15:15  
**modify** 30:10  
**Moncks** 2:15  
**Monday** 26:10  
**money** 12:11, 16  
14:6 25:7, 11, 14  
**morning** 3:1, 3  
5:22 15:14  
**motion** 3:18, 19 5:1,  
24 6:13, 23, 25 7:15,  
18 11:13 12:7  
13:1 14:23 15:3  
16:19 17:3 18:19,  
25 19:2 20:4  
21:16 24:25 26:2, 7  
**move** 12:19 25:17  
27:3  
**multiple** 4:24  
**mute** 4:5  
**muted** 3:24 4:5

< N >

**name** 18:20  
**narrow** 8:25 16:10  
**nature** 20:21  
**necessity** 27:24  
**need** 4:10 14:14  
18:12 27:21 29:24  
**needed** 25:8  
**needs** 11:4 13:20  
14:2, 6 27:5  
**neither** 32:17  
**net** 23:13  
**never** 5:6  
**new** 19:19 25:23, 24  
**North** 2:10, 14  
**Notary** 32:3  
**notes** 29:15  
**notice** 24:19  
**number** 4:19 7:18,  
22 8:6 29:19, 21

< O >

**Oak** 2:14  
**observer** 6:3  
**obvious** 27:4  
**obviously** 10:12  
 16:15  
**occur** 24:13, 16  
**occurred** 15:22  
 17:14  
**offers** 23:16  
**OFFICE** 2:12 11:7  
 24:14 27:1  
**officers** 21:9  
**official** 32:21  
**Oh** 8:15 30:1  
**Okay** 3:15 4:1  
 5:23 6:6 8:15  
 17:16 26:17 28:1  
 29:11 30:20 31:7,  
 12  
**Old** 2:9 20:14  
**open** 6:19 23:15  
**operative** 18:8  
**opinion** 16:16 19:4  
 20:8 25:2  
**opposed** 17:20  
**opposing** 24:24  
**order** 3:18 7:3, 20,  
 22 8:5, 11, 12, 21  
 9:1, 3, 14, 15, 21, 22  
 10:4, 13 11:3, 10  
 12:20 16:2 17:11,  
 13, 19 18:5, 6, 8, 9,  
 14, 23, 24 20:15, 16  
 21:1, 21 22:2, 3, 4, 6,  
 8, 16, 25 24:2 25:3,  
 20, 23 27:5, 16, 17  
 30:5, 7, 11, 13, 15, 19  
**ordered** 10:1 12:3  
 14:17 17:1 20:23  
 29:24  
**orders** 22:10  
**original** 7:10 10:13  
**outside** 24:1  
**overruled** 15:3  
**oversee** 12:4  
**overshadowing** 7:8  
**owed** 25:7  
**owned** 22:1 23:4

**< P >**  
**PA** 2:4  
**pages** 16:19  
**paid** 13:24 23:22  
 24:4  
**paragraph** 22:8  
 30:19  
**paramount** 7:1, 8, 15  
**paraphrasing** 11:23  
**parentheticals** 32:12  
**part** 9:21 11:14  
 27:24  
**participant** 6:4  
**participating** 31:2  
**particular** 28:20  
**parties** 16:9 30:15  
**party** 20:1, 2 32:18  
**PAUL** 2:9 5:2  
**pay** 13:17, 22 24:1  
**payment** 23:20  
 24:12  
**pending** 16:6 32:19  
**percent** 22:18, 21  
**period** 17:20 18:15  
 20:17 25:25  
**person** 3:8  
**ph** 8:23  
**phone** 4:20  
**place** 17:15  
**Plaintiff** 1:5 2:1  
**plan** 4:19  
**play** 13:17  
**please** 6:16  
**PLLC** 2:7  
**PO** 1:17  
**point** 7:18, 22 8:4,  
 5, 18 9:9, 17, 24  
 10:18 14:15 15:2  
 17:9 26:24 29:10,  
 16  
**points** 16:23 17:8  
 26:22  
**position** 18:7  
**post** 20:19 25:24  
**potential** 6:2  
**practical** 11:5 27:1  
**preference** 25:18  
**prepared** 7:20  
**Present** 2:15 19:24  
 20:1 32:14

**presented** 17:11  
 19:24  
**presenting** 21:8  
**Presumably** 14:4, 9  
**pretty** 5:8, 9  
**prevent** 19:21  
**previous** 3:18  
**previously** 19:23  
**price** 23:13  
**primary** 29:16  
**prior** 7:7 9:1 15:8  
 19:25 20:3, 17, 23  
 25:20  
**probably** 7:1, 15  
**problem** 30:18  
**problems** 4:15  
**procedural** 7:16  
 13:8 14:1 26:15  
 27:1  
**proceed** 24:2  
**proceeding** 31:16  
**PROCEEDINGS**  
 1:4 27:11, 17  
**process** 7:12 10:16  
 12:6, 24 13:19  
 14:2 15:11 23:9,  
 11, 14 24:5 27:25  
**pronounced** 8:21  
**proper** 27:13  
**properly** 26:8  
**property** 23:4 24:7  
**proposed** 8:12  
**proposition** 15:6  
**protected** 21:25  
**provide** 16:5  
**provision** 15:19  
**public** 24:18 32:3  
**punish** 15:10  
**purposes** 21:20  
**puts** 18:2  
**putting** 28:11  
  
**< Q >**  
**quality** 32:10  
**question** 23:7  
**questions** 23:8  
**quick** 26:13  
**quiet** 11:18  
**quote** 22:13

**< R >**  
**raise** 19:23 30:2  
**raised** 13:7 19:23  
 20:3, 9, 22 24:22, 25  
 25:2  
**ran** 18:10  
**rare** 24:12  
**rate** 15:13  
**reach** 31:6  
**reached** 29:3  
**read** 6:14 14:25  
 15:13 20:15  
**ready** 29:6  
**real** 24:7  
**realize** 14:22  
**really** 4:25 9:25  
 20:11  
**reason** 15:22  
**reasons** 6:24 26:1  
**recall** 26:9 29:14,  
 16  
**receive** 12:10  
**received** 7:23  
**receiving** 18:22  
**recognize** 19:16  
**recollection** 20:25  
**reconsider** 3:18 5:1  
 6:23 9:20 16:19  
 18:20 26:2, 8  
**reconsideration**  
 21:16  
**record** 11:15 20:25  
 21:2 25:20 32:9  
**RECORDED** 1:4  
 32:6, 11  
**recording** 31:17  
 32:5, 10, 15  
**redeem** 29:6  
**redemption** 13:16  
 14:19 28:17, 19  
 29:25 30:3  
**referees** 11:21  
**referred** 16:13  
**reflect** 30:11  
**regard** 5:9  
**regarding** 28:18  
 30:2  
**reiterate** 16:24

**related** 32:18  
**reliance** 16:11  
**relief** 18:15 23:21  
 25:24  
**relitigate** 19:22  
**remedy** 15:19  
**reminding** 26:16  
**repaid** 12:10  
**Reporter** 32:14  
**represented** 11:7  
**request** 12:18 17:3  
 27:22  
**require** 18:1  
**requires** 21:4, 5  
**reread** 31:5  
**reserved** 5:8  
**resolve** 23:25 24:3  
**respect** 24:23 26:24  
**respectfully** 6:22  
 8:5 9:17, 20 11:6  
 12:11, 18 14:16  
 16:17 17:2  
**respondent's** 22:11,  
 12  
**response** 26:4  
**reversed** 16:7  
**review** 13:9 26:13  
 31:4  
**right** 3:15, 17, 25  
 5:13, 23 6:12, 20  
 12:9 13:16 14:18  
 17:4 26:3 27:13  
 28:9, 17, 19 29:12  
 30:1, 3, 20, 22 31:1,  
 12  
**rights** 10:16 12:6  
 15:7  
**Ripley** 11:25  
**Rittenberg** 2:4  
**road** 30:18  
**room** 29:15  
**Rule** 13:10 15:17  
 16:5 17:23 18:18  
 19:3, 9, 10, 17 20:1  
**rules** 19:11, 12, 13  
**ruling** 7:6 13:20,  
 25 14:8, 17 15:8  
 17:10 31:7  
**running** 21:9 25:21

**short** 11:16, 23, 24  
 13:14 24:10  
**shot** 30:22  
**shows** 4:4, 7  
**simple** 20:20 23:25  
**SLAMBROOK** 1:5  
**smoothed** 4:16  
**sold** 10:3 21:23  
 24:11  
**somebody** 22:19  
**somebody's** 5:7  
**sorry** 25:4  
**SOUTH** 1:1 11:19  
 19:11 20:7 23:1,  
 23 32:4  
**spacing** 14:23  
**speak** 4:20  
**speaks** 11:3  
**special** 11:20 23:21  
**specifically** 16:4  
**spoke** 7:16  
**spoken** 13:2  
**stand** 16:18  
**standard** 17:23  
 18:18 19:3  
**stands** 30:7  
**STATE** 1:1 9:6  
 15:15 19:10 32:4  
**stated** 7:23 8:20  
 12:7, 14 15:3 20:24  
**states** 19:9 22:8  
**stating** 20:5  
**status** 3:23  
**stay** 25:22  
**stayed** 13:9  
**Ste** 2:10  
**stenographically**  
 32:7  
**stock** 10:25  
**stood** 15:5  
**stop** 24:10  
**subsequent** 14:8  
**substantive** 6:11  
**Suite** 2:5  
**supervise** 12:22  
**supervises** 14:5  
**supplemental** 27:11,  
 17 30:14  
**supposed** 15:21  
**Supreme** 15:3, 24

**sure** 3:14 5:7  
 14:12 15:14 18:4

**< T >**  
**taken** 18:8  
**takes** 17:15  
**talk** 6:10  
**talked** 6:18 8:19  
 13:4  
**talking** 6:10 22:14,  
 16 29:20  
**target** 27:21  
**Telecom** 19:7  
**ten** 7:9 9:1 25:21  
 26:9  
**terms** 17:9, 12  
 20:18  
**Thank** 5:19 6:15,  
 17 17:4, 7 26:3, 15,  
 17 30:21, 24 31:2, 3,  
 8, 10, 13, 14  
**theoretically** 10:21  
**thereof** 32:19  
**things** 12:7, 23  
 24:10, 15  
**think** 3:23 6:19  
 7:19 8:3, 8 9:4, 10,  
 25 10:18 11:3, 4, 7  
 13:19 14:1, 13  
 15:23 16:22 18:14,  
 16 20:15 21:18, 24  
 24:5, 21 25:19  
 26:25 27:4, 16, 23  
 28:19, 24 29:10, 16  
 30:4, 8, 9  
**thinking** 5:19  
**third** 9:24  
**thoroughly** 10:6  
**three** 9:7 19:20  
**threshold** 26:7  
 28:24  
**time** 6:21 8:20 9:4,  
 14 10:15 16:7  
 20:24 21:2 28:11  
 29:18 32:14  
**timely** 16:22  
**total** 21:16  
**touch** 10:19  
**TRANSCRIBED**  
 1:16 32:7

**< S >**  
**sale** 9:7 10:9, 10,  
 12, 19 11:6, 21 12:4,  
 12, 15, 22 13:9, 10  
 14:5, 17 15:22  
 17:15 21:20 22:6,  
 14, 17, 21 23:10  
 24:13 25:12, 17, 22  
 26:22 27:2  
**sales** 10:3 23:11, 13  
**Sam** 2:4  
**satisfy** 23:5, 6  
**save** 25:3  
**saving** 15:18  
**saying** 27:20 28:23  
 30:16  
**says** 19:14  
**SC** 1:17 2:5, 10, 15  
 21:14  
**screen** 3:8 4:5  
**scrivener's** 7:20  
 8:3, 11 17:25  
 18:11 25:5, 10  
**seal** 32:21  
**second** 8:18 9:9, 17  
**secondary** 10:18  
**see** 6:1 14:21  
 18:13 20:14 31:15  
**seize** 11:2, 4  
**sell** 24:18  
**selling** 11:11 24:7,  
 8, 15  
**sense** 23:3  
**sent** 3:13  
**set** 6:24 17:21  
 23:14  
**setting** 21:5  
**settle** 4:22  
**settlement** 6:9  
 29:20  
**share** 10:3, 24  
 28:12 30:23 31:6  
**sheriff** 10:15 11:1,  
 4, 6, 8 14:4 25:21  
**SHERIFF'S** 2:12  
 3:22 6:1 10:9, 10  
 11:7 12:12, 15  
 13:9 24:14 25:19  
 27:1

**TRANSCRIPT** 1:4  
32:6, 11, 15  
**transcription** 32:8  
**transcripts** 20:23  
**trial** 19:19  
**tried** 4:21 26:19, 20  
**true** 23:15 32:9  
**trust** 26:25  
**try** 4:6 11:20  
30:17  
**trying** 5:7 13:17  
29:14  
**twist** 5:7  
**two** 5:10 10:11  
21:22 22:5  
**typically** 18:19 24:9  
**typing** 8:11

< U >  
**unable** 32:13  
**unclear** 11:10  
**underlying** 9:12  
**underpinned** 7:3  
**understand** 7:6  
8:20 10:3 12:8  
13:24 15:5 30:15  
**understanding** 5:25  
**understood** 17:10  
**unequivocally** 16:24  
**University** 2:9  
**unmuted** 4:7  
**unusual** 20:5 24:6  
**unwilling** 23:6  
**use** 20:1  
**utilized** 23:5

< V >  
**vacate** 9:21  
**valid** 23:23  
**value** 24:9  
**VAN** 1:5  
**various** 20:6  
**vehemently** 29:5  
**vehicle** 19:22 21:25  
22:1 24:8  
**vehicles** 21:22  
**verbatim** 32:16  
**versus** 11:25 14:24  
16:7, 15 17:17 19:7

**video** 28:3 31:17  
**vs** 1:8

< W >  
**wait** 3:9 23:16  
**waived** 14:10  
**want** 16:23 18:3,  
13 28:12 30:23  
**wanted** 5:21 8:4  
14:9 30:2  
**wants** 4:20 12:10  
13:22  
**way** 17:9, 10 18:3,  
5 20:14, 15 22:16,  
23, 24 23:25  
**WebEx** 4:13 31:2  
**welcome** 3:16  
**Well** 3:16, 17 5:24  
10:9 14:12 31:1  
**we're** 5:24 6:20  
7:9 9:10 22:14, 15  
23:18, 20 24:6, 7  
29:10  
**We've** 4:23, 24  
21:21  
**win** 22:20  
**window** 8:25  
**withheld** 23:19  
**Witness** 32:20  
**word** 26:25 27:13  
**words** 19:25 32:13  
**working** 6:9  
**works** 21:18  
**wrap** 14:21  
**wrong** 5:2  
**WWW.CLARKBOL  
EN.COM** 1:18

< Y >  
**ya** 31:15  
**y'all** 4:21 5:10, 11,  
15, 22 27:21 31:2, 3,  
13, 14  
**y'all's** 6:2  
**Yeah** 4:5, 9, 10, 23  
7:3 26:11  
**year** 16:14  
**years** 7:10, 25 9:2,  
19 15:18, 25 17:14

18:9 20:13 25:21  
30:18  
**Young** 19:4

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**Apr 30 2025**

**SC Court of Appeals**

THE STATE OF SOUTH CAROLINA  
IN THE COURT OF APPEALS

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APPEAL FROM BERKELEY COUNTY  
Court of Common Pleas

The Honorable Dale Van Slambrook, Master-in-Equity

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Common Pleas Case No.: 2014-CP-08-00321  
Appellate Case No.: 2024-000658

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Edgefield Holdings, LLC,

Respondent,

v.

Christian E. Hamlin,

Appellant.

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**CERTIFICATION OF COUNSEL**

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I certify Appellants Record on Appeal complies with Rules 210(g) of the South Carolina Appellate Court Rules

**FERRARA LAW FIRM, PLLC**

/s/ Paul B. Ferrara, III

Paul B. Ferrara, III

S.C. Bar No. 70511

8887 Old University Blvd.

North Charleston, SC 29406

(843) 569-5511

*Attorney for Appellant*

April 30, 2025