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Nov 04 2025

SC Court of Appeals

**IN THE COURT OF APPEALS
STATE OF SOUTH CAROLINA**

**Appeal from Dorchester County Court of Common Pleas
First Judicial Circuit
James E. Chellis, Master-in-Equity (BY ORDER OF REFERENCE)
Case No. 2023-CP-18-00658**

Cornerstone Ventures International, LLC, Respondent,

v.

Alvin E. Burch, Sr., Appellant.

RECORD ON APPEAL

Prepared and filed by:

Alvin E. Burch, Sr.
Pro Se Appellant
329 Bertram Rd.
Summerville, SC 29485
(843) 330-9943
burchschool@gmail.com

Date Filed: November 4, 2025

RECORD ON APPEAL

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*Record on Appeal in Cornerstone Ventures International, LLC v. Alvin E. Burch, Sr., Case No.
2023-CP-18-00658*

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CERTIFIED COPY

STATE OF SOUTH CAROLINA 2025 NOV 13 AM 11:45 IN THE COURT OF COMMON PLEAS

COUNTY OF DORCHESTER

C.A. No.: 2023-CP-18-00658

Cornerstone Ventures International LLC

Clerk of Court
DORCHESTER COUNTY

Plaintiff,

vs.

Alvin E. Burch, Sr.,

Defendant.

CONFESSION OF JUDGMENT

WHEREAS, Alvin E. Burch, Sr. ("Defendant") has executed a certain settlement agreement (the "Settlement Agreement") to resolve obligations due to Cornerstone Ventures International LLC;

WHEREAS, if the Defendant fails to have any payment completed per the terms of the Settlement Agreement, he will have breached said Settlement Agreement; and

WHEREAS, as consideration for entering into the Settlement Agreement and to secure payment per the terms of the Settlement Agreement, the Defendant authorizes the filing of this Confession of Judgment against the Defendant in the event of his failure to make payment;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that:

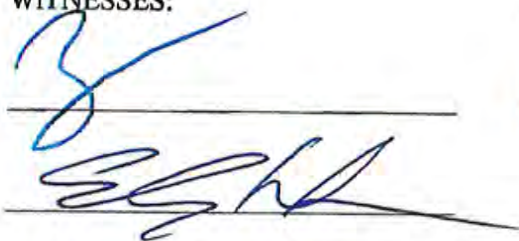
1. Alvin E. Burch, Sr. hereby under oath and in accordance with the provisions of S.C. CODE ANN. § 15-35-350 *et seq.* confesses judgment in favor of Cornerstone Ventures International LLC, in the amount of One Hundred Thousand and No/100 Dollars (\$100,000.00) less any payments to the principal balance under the Settlement Agreement made by the Defendant and received by Cornerstone Ventures International LLC.

2. If the payments required under the terms of the aforementioned Settlement Agreement are not made, Defendant hereby authorizes entry and filing of this Confession of Judgment against him, with an Affidavit establishing the outstanding balance due under the

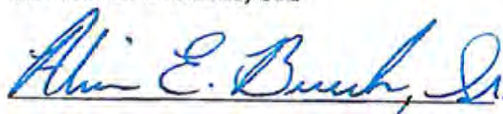
terms of the Settlement Agreement and this Confession of Judgment, in the office of the Clerk of Court for Dorchester County, South Carolina.

I, Alvin E. Burch, Sr., acknowledge that I have carefully read the within Confession of Judgment and that I understand it and its significance and sign of my own free act on this 7th day of July 2023.

WITNESSES:



ALVIN E. BURCH, SR.



CERTIFIED COPY

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS

2025 NOV -3) AM 11:46

COUNTY OF DORCHESTER)

C.A. No.: 2023-CP-18-00658

Cornerstone Ventures International)
CLERK OF COURT
DORCHESTER COUNTY

Plaintiff,)

TRANSCRIPT OF JUDGMENT

vs.)

Alvin E. Burch, Sr.,)

Defendant.)

NAME OF PARTIES AGAINST WHOM JUDGMENT HAS BEEN OBTAINED:

Alvin E. Burch, Sr.

NAME OF PARTY IN WHOSE FAVOR JUDGMENT HAS BEEN OBTAINED:

Cornerstone Ventures International LLC

ATTORNEY(S) FOR JUDGMENT CREDITOR:

Lawrence M. Hershon

AMOUNT OF JUDGMENT: \$100,000.00DATE FILED: October 2, 2023I CERTIFY THAT THE FOREGOING IS A CORRECT TRANSCRIPT FROM THE DOCKET
OF JUDGMENTS KEPT IN MY OFFICE.

[electronic signature page to follow]

Cheryl Graham

Clerk of Court for Dorchester County



Common Pleas

Case Caption: Cornerstone Ventures International Llc VS Alvin E Burch Sr
Case Number: 2023CP1800658
Type: Transcript/Signed Transcript of Judgment

So Ordered

s/Cheryl Graham, Clerk of Court

CERTIFIED COPY

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
 2025 NOV -3 AM 11:46
 COUNTY OF DORCHESTER) C.A. No.: 2023-CP-18-00658
 Cornerstone Ventures International)
 Plaintiff,)
 vs.) **ORDER OF REFERENCE**
 Alvin E. Burch, Sr.,)
 Defendant.)

CLERK OF COURT
DORCHESTER COUNTY

IT APPEARING TO THE COURT that judgment was entered in the Court of Common Pleas for Dorchester County, in favor of the above-named Plaintiff against Defendant and Judgment Debtor Alvin E. Burch, Sr. (the "Respondent") in the total sum of 100,000.00, plus post-judgment interest from October 2, 2023, until paid in full; that a Writ of Execution was duly issued thereon to the Sheriff of Dorchester County, to which a *nulla bona* return was made; and that the Plaintiff is entitled to conduct an examination of the Respondent pursuant to the provisions of S.C. Code Ann. §§ 15-39-310, *et seq.*;

NOW, THEREFORE, upon the Petition of the Plaintiff, by counsel;

IT IS HEREBY ORDERED THAT this action be and the same hereby is referred to the Honorable James E. Chellis, Master-in-Equity for Dorchester 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 Plaintiff, 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.



Dorchester Common Pleas

Case Caption: Cornerstone Ventures International Llc VS Alvin E Burch Sr
Case Number: 2023CP1800658
Type: Order/Referred to Master or Special Referee

So Ordered

s/ Maite Murphy 2166

CERTIFIED COPY

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
2025 NOV -3 AM 11:46

COUNTY OF DORCHESTER)

C.A. No.: 2023-CP-18-00658

Cornerstone Ventures International)
CLERK OF COURT
DORCHESTER COUNTY

Plaintiff,)

vs.)

**SUPPLEMENTAL ORDER OF
REFERENCE**

Alvin E. Burch, Sr.,)

Defendant.)
_____)

IT APPEARING TO THE COURT that this matter was referred to the Master in Equity for Dorchester County by order dated December 28, 2023, for supplemental proceedings, and that on March 14, 2025 the judgment debtor filed a motion for relief under Rule 60, SCRCPP;

NOW, THEREFORE, upon the motion of the Plaintiff, by counsel, following a hearing before the Master in Equity on March 27, 2025, and as consented to on the record by the parties;

IT IS HEREBY ORDERED THAT the previous Order of Reference is supplemented and amended by this Order so that this action be and the same hereby is referred to the Honorable James E. Chellis, Master-in-Equity for Dorchester County, to rule upon all motions filed by the parties, including but not limited to, debtor's motion under Rule 60, SCRCPP, including and amendments to said motion. .

AND IT IS SO ORDERED.



Dorchester Common Pleas

Case Caption: Cornerstone Ventures International Llc VS Alvin E Burch Sr
Case Number: 2023CP1800658
Type: Order/Referred to Master or Special Referee

So Ordered

s/ Maite Murphy 2166

CERTIFIED COPY

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
 2025 NOV -3 AM 11:46)
 COUNTY OF DORCHESTER) C.A. No.: 2023-CP-18-00658

Cornerstone Ventures International, Inc.)
 Plaintiff,)
 vs.)
 Alvin E. Burch, Sr.,)
 Defendant.)

**ORDER DENYING MOTION FOR
 ISSUANCE OF SUBPOENA DUCES
 TECUM AND IN-CAMERA REVIEW**

On June 11, 2025, Defendant Alvin E. Burch, Sr. filed a Motion for Issuance of Subpoena Duces Tecum and In-Camera Review. For the reasons set forth herein, the Motion is DENIED.

The Motion requests that Mr. Burch be able to review the original of the Settlement Agreement presented at the June 3, 2025 hearing on Defendant's Rule 60 Motion. The Court held the Rule 60 Motion hearing as an evidentiary hearing, allowing the parties to give notice of and provide in-person witness testimony, and providing sufficient time prior to the hearing for both parties to conduct discovery concerning the Rule 60 Motion, if so required.

The Motion is untimely. By seeking to review a document for the purposes of providing additional evidence in support of the Rule 60 Motion hearing on June 3, 2024, Defendant seeks to re-open the record. Defendant had ample opportunity to conduct discovery prior to the hearing, by way of subpoena, written discovery request, or deposition. He also could have requested a copy of his file from his former counsel in the matter to determine what records his counsel maintained on his behalf. To seek to conduct discovery post-hearing concerning the very subject matter of the hearing is improper under the Rules of Civil Procedure.

In addition, Defendant has not provided any sworn statement in conjunction with the filing of this Motion attesting to the lack of opportunity to inspect the document at the hearing or proof

that the attorney for Plaintiff refused to produce it earlier. The Settlement Agreement presented at the June 3 hearing and placed in the record as an exhibit states, per its terms, that a copy is as effective as the original. If Defendant desired to establish that there was a deficiency in the copy presented at the June 3 hearing, then the time do so was at the hearing, and not afterwards.

AND IT IS SO ORDERED.



Dorchester Common Pleas

Case Caption: Cornerstone Ventures International Llc VS Alvin E Burch Sr
Case Number: 2023CP1800658
Type: Order/Discovery and Disclosure of Evidence

So Ordered

s/James E. Chellis, Master in Equity, SCJD#3078

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

FORM 4

JUDGMENT IN A CIVIL CASE

CASE NO. 2023CP1800658

Cornerstone Ventures International Llc
PLAINTIFF(S)

Alvin E Burch, Sr
DEFENDANT(S)

2025 NOV -3 AM 11:16
CERTIFIED COPY
CLERK OF COURT
DORCHESTER COUNTY

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:

Defendants Motion to Vacate Judgment originally filed April 14, 2025, and amended May 14, 2025, and May 19, 2025, are hereby 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 07/28/2025 .

Sonja Y Moses
Alvin E Burch, Sr for Alvin E Burch, Sr
Alvin E Burch, Sr for Alvin E Burch, Sr

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.



Dorchester Common Pleas

Case Caption: Cornerstone Ventures International Llc VS Alvin E Burch Sr
Case Number: 2023CP1800658
Type: Order/Electronic Form 4

So Ordered

s/James E. Chellis, Master in Equity, SCJD#3078

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
COUNTY OF DORCHESTER) C.A. No.: 2023-CP-18-

SUMMONS

TO THE ABOVE-NAMED DEFENDANTS:

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

Attorney for Cornerstone Ventures International
LLC

April 26, 2023
Charleston, South Carolina

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF DORCHESTER	)	C.A. No.: 2023-CP-18-_____
	)	
Cornerstone Ventures International LLC,	)	
	)	
Plaintiff,	)	VERIFIED COMPLAINT
	)	(Suit on Note)
vs,	)	(Suit on Guaranty)
	)	(Non-Jury)
Alvin E. Burch, Sr.,	)	
	)	
Defendant.	)	
	)	

The Plaintiff Cornerstone Ventures International, LLC ("Plaintiff"), complaining of the Defendant, shows unto this Court as follows:

1. Plaintiff is a limited liability company organized and existing under the laws of the State of South Carolina.
2. Upon information and belief, Alvin E. Burch, Sr. ("Borrower") is an individual citizen and resident of Dorchester County, South Carolina.
3. This Court has jurisdiction over the parties and subject matter of this action, and venue is proper in Dorchester County, South Carolina.

FOR A FIRST CAUSE OF ACTION
(Breach of Contract on the Note as to Borrower)

4. Plaintiff incorporates by reference the allegations in the paragraphs above as if fully restated herein.
5. On or about April 1, 2022, Borrower made, executed, and delivered a Promissory Note Due on a Specific Date, payable to the order of Plaintiff, in the original principal amount of Sixty-Five Thousand and No/100 Dollars (\$650,000.00), together with interest as provided therein (the "Note"). A true and correct copy of the Note is attached hereto as Exhibit A.

6. Without the knowledge or consent of Plaintiff, Borrower altered the terms of the Note prior to his execution of said Note.

7. Specifically, Plaintiff and Borrower had agreed that in the event of default, Borrower agreed to pay a late fee of 10% of the outstanding balance for each month in which the loan balance was not paid, with the late fees compounded into the outstanding balance each month.

8. However, Borrower altered the written agreement to provide that a \$100 penalty applied per day for a 30-day period if payment in full was not completed by the due date, with Plaintiff able to exercise a right of a security interest in certain collateral thereafter.

9. Borrower failed to pay the Note per its terms. Thus, Borrower is in default under the Note for failing to make loan payments when due, including at maturity on October 1, 2022.

10. Borrower has refused to honor his obligations and has failed to pay the outstanding amounts due and owing under the Note.

11. The outstanding amount due and owing under the Note as of April 6, 2023, exclusive of costs and attorneys' fees, is One Hundred Thirty-Three Thousand Seven Hundred Sixty and No/100 Dollars (\$133,760.00). The outstanding balance consists of: (1) unpaid principal in the amount of \$65,000.00; (2) accrued and unpaid interest of \$10,000.00; and (3) accrued and unpaid late fees in the amount of \$58,760.00. A Verification of Complaint and Statement of Account is attached hereto as Exhibit B.

12. In the alternative, the Plaintiff asserts the outstanding amount due and owing per the Terms of the Note as altered by Plaintiff, plus late fees, interest, prejudgment interest at the statutory rate, attorneys' fees, and costs is due and owing to Plaintiff.

13. The Note, in the form and with the terms negotiated by Plaintiff, is a valid and enforceable contract that Plaintiff has properly performed.

14. Borrower is in default under the Note for failing to make payments when due.
15. Borrower breached the terms of the Note by failing to abide by the Note's terms and make payments as it required, which breach was unjustifiable.
16. Plaintiff suffered damage as a direct and proximate result of this breach.
17. The Note provides that Borrower shall pay reasonable attorneys' fees and costs incurred resulting from Borrower's default.
18. Plaintiff is entitled to judgment against Borrower in the amount of One Hundred Thirty-Three Thousand Seven Hundred Sixty and No/100 Dollars (\$133,760.00), plus additional late fees, pre-judgment interest, costs of collection, and attorneys' fees.

WHEREFORE, Plaintiff respectfully prays:

- a. That the amounts due under the Note be ascertained and determined under the direction of the Court, together with attorneys' fees and the costs of this action;
- b. For the entry of judgment against Borrower for all amounts due under the Note;
- c. For an Award to Plaintiff of its attorneys' fees;
- d. For an award to Plaintiff of its costs; and
- e. 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

Attorney for Plaintiff

April 26, 2023
Charleston, South Carolina

CERTIFIED COPY

STATE OF SOUTH CAROLINA - 3) AM 11:45 IN THE COURT OF COMMON PLEAS

COUNTY OF DORCHESTER

C.A. No: 2023-CP-18- 00658

Cornerstone Ventures International

CLERK OF COURT
DORCHESTER COUNTY

Plaintiff,

vs.

Alvin E. Burch, Sr.,

Defendant.

CIVIL ACTION

ANSWER

FILED-RECORDED
2023 JUN -5 PM 1:20
CHERYL GRAHAM
CLERK OF COURT
DORCHESTER COUNTY

TO THE ABOVE-NAMED DEFENDANTS:

CONTESTING ANSWER

Comes now, the Defendant, Alvin E. Burch, Sr., and hereby answers the Plaintiff's complaint as follows:

1. As to Paragraph 1, the Defendant does not have sufficient information to affirm or deny.
2. As to Paragraph 2, the Defendant affirms that he is an individual citizen and resident of Dorchester County, South Carolina.
3. As to Paragraph, 3, the Defendant does not have sufficient information to affirm or deny which Court has jurisdiction over the parties and subject matter of this action, nor whether it is the proper venue.
4. As for Paragraph 4, the Defendant understands the allegations incorporated by reference.

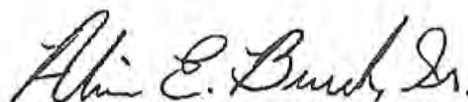
5. As for Paragraph 5, the Defendant admits with the exception of the scrivener's error in the parenthetical, "(\$650,000.00). A true and correct copy of the Note is attached hereto as Exhibit A.
6. As for Paragraph 6, the Defendant denies.
7. As for Paragraph 7, the Defendant denies.
8. As for Paragraph 8, the Defendant denies.
9. As for Paragraph 9, the Defendant admits.
10. As for Paragraph 10, the Defendant admits.
11. As for Paragraph 11, the Defendant denies on the basis of his denial of Paragraphs 7 and 8.
12. As for Paragraph 12, the Defendant denies.
13. As for Paragraph 13, the Defendant denies that the Plaintiff negotiated The Note and , furthermore, denies that the Plaintiff properly performed The Note.
14. As for Paragraph 14, the Defendant admits.
15. As for Paragraph 15, the Defendant denies that the breach is unjustifiable.
16. As for Paragraph 16, the Defendant does not have sufficient knowledge to admit or deny.
17. As for Paragraph 17, the Defendant admits.
18. As for Paragraph 18, the Defendant denies the Plaintiff's interpretation of the terms of The Note.

WHEREAS, Defendant respectfully prays:

- a. That the amounts due under the Note be ascertained and determined by the Court.

- b. That the Court consider the Defendant's personal financial hardship leading to his default on the loan.
- c. That the Court would consider the Defendant's ongoing and present good faith efforts to liquidate real property in order to honor the Note.

RESPECTFULLY ANSWERED,



Alvin E. Burch, Sr.
329 Bertram Rd.
Summerville, SC 29485
(843) 330-9943
burchschool@gmail.com

June 5, 2023
Summerville, South Carolina

PROMISSORY NOTE DUE ON A SPECIFIC DATE

\$65,000.00

Date: April 1, 2022

FILED-RECORD
2023 JUN -5 PM 1:20CHERYL GRAHAM
CLERK OF COURT
DORCHESTER COUNTY**I. TERMS OF RE-PAYMENT**

For value received, the undersigned ALVIN E. BURCH, SR. (the "Borrower"), at 329 Bertram Rd., Summerville, South Carolina 29485, promises to pay to the order of CORNERSTONE VENTURES INTERNATIONAL, LLC, Mt. Pleasant, SC (or at such other place as the Lender may designate in writing), the sum of \$65,000.00 with interest paid in a balloon sum of \$10,000 before or by October 1, 2022.

Unpaid principal after the Due Date shown above shall result in a penalty assessed at the rate of \$100 per day for a 30-day period, after which the Lender may exercise his right to security shown below.

II. DISBURSEMENTS

The loan shall be made in two installments: The first in the sum of \$21,000.00 made on April 1, 2022 and the balance, \$44,000.00, to be disbursed the week of April 11, 2022, the specific date, to be determined. An addendum reflecting the specific date of the second disbursement shall be appended to this Promissory Note at the time of the second disbursement.

III. SECURITY

This Note is secured by a 10% equity share of the Borrower's profit share in the investment property located at 65 Carolina St., Charleston, SC., effective November 1, 2022. The Lender is not required to rely on the above security instrument and the assets secured therein for the payment of this Note in the case of default, but may proceed directly against the Borrower.

Additionally, the Borrower shall secure from the Lender an investment linked insurance policy with a minimum value of \$65,000.00, the terms of which shall be expressed in the forthcoming appendage.

IV. COST OF COLLECTIONS

If any payment obligation under this Note is not paid when due, the Borrower promises to pay all costs of collection, including reasonable attorney fees, whether or not a lawsuit is commenced as part of the collection process.

V. SEVERABILITY OF PROVISIONS

If any one or more of the provisions of this Note are determined to be unenforceable, in whole or in part, for any reason, the remaining provisions shall remain fully operative.

VI. MISCELLANEOUS

No delay in enforcing any right of the Lender under this Note, or assignment by Lender of this Note, or failure to accelerate the debt evidenced hereby by reason of default in re-payment shall be construed as a waiver of the right of Lender to thereafter insist upon strict compliance with the terms of this Note without notice being given to Borrower. All rights of the Lender under this Note are cumulative and may be exercised concurrently or consecutively at the Lender's option.

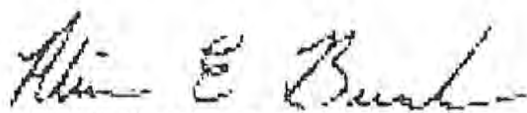
VII. GOVERNING LAW

This Note shall be construed in accordance with the laws of the State of South Carolina.

VIII. SIGNATURES

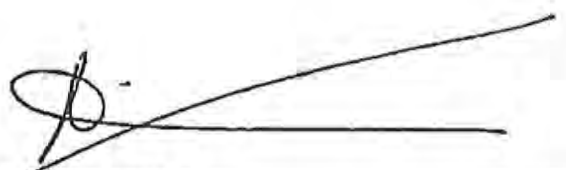
IN WITNESS WHEREOF, this Agreement has been executed and delivered in the manner prescribed by law as of the date first written above.

Borrower:

By: 
ALVIN E. BURCH, SR.

Date: 4/1/2022

Lender:

By: 
GUS A. OLALERE
Cornerstone Ventures International, LLC

Date: 4/11/2022

CERTIFIED COPY

STATE OF SOUTH CAROLINA 2025 NOV 23 AM 11:45 IN THE COURT OF COMMON PLEAS

COUNTY OF DORCHESTER

C.A. No.: 2023-CP-18-00658

Cornerstone Ventures International LLC


 CLERK OF COURT
 DORCHESTER COUNTY

Plaintiff,

vs.

Alvin E. Burch, Sr.,

Defendant.

**AFFIDAVIT OF DEFAULT AND
AS TO MILITARY STATUS**

PERSONALLY APPEARED BEFORE ME Lawrence M. Hershon, who being first duly sworn, deposes and states as follows:

1. I am the attorney for the Plaintiff, Cornerstone Ventures International LLC, in the above-entitled proceeding.

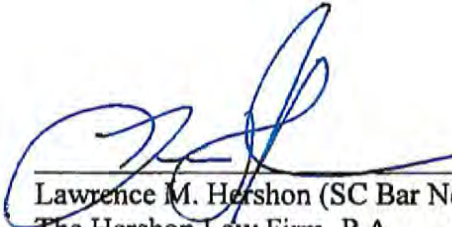
2. The Summons and Complaint were duly served upon Alvin E. Burch, Sr. on April 29, 2023, by personal service by process server, as shown by the Affidavit of Service of Travis Bowers, which is filed of public record and incorporated herein by reference.

3. More than thirty (30) days have now elapsed since the service of the Summons, Complaint and Lis Pendens, and any and all extensions to answer, the last of which ran on June 19, 2023, have passed, and the said Defendant has not served any answers, motions or other responses thereto.

4. The said Defendant is now in default.

5. Upon information and belief, said Defendant Alvin E. Burch, Sr. is not in the military service, as contemplated by the Service Members Civil Relief Act of 2003.

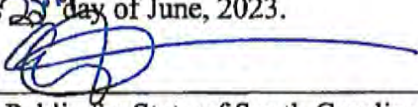
FURTHER AFFIANT SAYETH NAUGHT.



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 Plaintiff

SWORN and subscribed to before
me this 23rd day of June, 2023.



(L.S.)
Notary Public for State of South Carolina

Notary Name (printed): Erika Spear

My Commission Expires: 7/16/2030



STATE OF SOUTH CAROLINA

COUNTY OF DORCHESTER

FILED-RECORDED

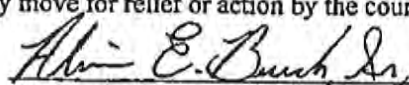
IN THE COURT OF COMMON PLEAS
1ST JUDICIAL CIRCUITCASE NO.: 2023 -CP- 18 - 00658

Cornerstone Ventures International, LLC

vs.

Alvin E. Burch, Sr.

Plaintiff,
DORCHESTER COUNTY
Defendant.MOTION AND ORDER INFORMATION
FORM AND COVERSHEETCERTIFIED COPY
2023 NOV -3 PM 11:15
CLERK OF COURT
DORCHESTER COUNTY

Plaintiff's Attorney: Lawrence Hershon, Bar No. 77514 Address: 1565 Sam Rittenberg Blvd, Ste 103, Chas 29407 Phone: (843) 829-2022 Fax: E-mail: lawrence@hershonlawfirm.com Other:		Defendant's Attorney: Alvin E. Burch, Sr. Pro Se, Bar No. Address: 329 Bertram Rd., Summerville 29485 Phone: (843) 330-9943 Fax: E-mail: burchschool@gmail.com Other:	
☒ MOTION HEARING REQUESTED (attach written motion and complete SECTIONS I and III) ☐ FORM MOTION, NO HEARING REQUESTED (complete SECTIONS II and III) ☐ PROPOSED ORDER/CONSENT ORDER (complete SECTIONS II and III)			
SECTION I: Hearing Information			
Nature of Motion: <u>THIRD AMENDED MOTION TO VACATE JUDGMENT (Pursuant to Rule 60(b)(4))</u> Estimated Time Needed: <u>60 Minutes</u> Court Reporter Needed: ☒ YES/ ☐ NO			
SECTION II: Motion/Order Type			
☒ Written motion attached ☐ Form Motion/Order I hereby move for relief or action by the court as set forth in the attached proposed motion.  Signature of Attorney for ☐ Plaintiff / ☒ Defendant May 19, 2025 Date submitted			
SECTION III: Motion Fee			
☐ PAID - AMOUNT: \$ ☐ EXEMPT: (check reason)			
☐ Rule to Show Cause in Child or Spousal Support ☐ Domestic Abuse or Abuse and Neglect ☐ Indigent Status ☐ State Agency v. Indigent Party ☐ Sexually Violent Predator Act ☐ Post-Conviction Relief ☐ Motion for Stay in Bankruptcy ☐ Motion for Publication ☐ Motion for Execution (Rule 69, SCRPC) ☐ Proposed order submitted at request of the court; or, reduced to writing from motion made in open court per judge's instructions Name of Court Reporter: _____ ☐ Other: _____			
JUDGE'S SECTION		JUDGE CODE	
☐ Motion Fee to be paid upon filing of the attached order. ☐ Other:		Date: _____, 20	
CLERK'S VERIFICATION			
Collected by: _____		Date Filed: _____, 20	
☐ MOTION FEE COLLECTED: \$ _____ ☐ CONTESTED - AMOUNT DUE: \$ _____			

STATE OF SOUTH CAROLINA

COUNTY OF DORCHESTER

Cornerstone Ventures International, LLC

Plaintiff,

VS.

Alvin E. Burch, Sr.

Defendant.

FILED-RECORDED IN THE COURT OF COMMON PLEAS
FOR THE FIRST JUDICIAL CIRCUIT COURT
CASE NO.: 2023-CP-18-00658

2023 OCT 11
CLERK OF COURT
DORCHESTER COUNTY

CERTIFIED COPY
2023 OCT 11 - 3 AM 11:46
CLERK OF COURT
DORCHESTER COUNTY

**THIRD AMENDED MOTION TO VACATE
JUDGMENT**

(Pursuant to Rule 60(b)(4))

Defendant Alvin E. Burch, Sr., appearing pro se, respectfully moves this Court to vacate the judgment entered on October 2, 2023, and to quash the Writ of Execution issued on October 5, 2023. This Amended Motion supersedes all prior Rule 60 filings and is brought solely under Rule 60(b)(4) of the South Carolina Rules of Civil Procedure, on the ground that the judgment and writ are void. Defendant expressly reserves—and does not waive—the right to pursue relief under Rule 60(b)(1), (2), and (3) in a separate independent action in equity should the Court determine that such grounds are procedurally unavailable on this motion. Defendant files herewith Exhibits A–I.

I. PROCEDURAL POSTURE

On July 7, 2023, Defendant met Attorney Zachary Closser in the reception area of Closser's law firm. Closser presented a two-page "Confession of Judgment" for Defendant to review and sign. No notary public, clerk, or judicial officer was present. No oath or affirmation was administered. No jurat, notarial seal, or sworn declaration accompanied the document. Defendant signed the document in the sole presence of Attorney Closser. Defendant asked for a copy of the confession of judgment at which time Attorney Closser advised him that he would send him an executed copy at a later time.

Defendant signed the confession of judgment several months prior to its October 2nd filing due to pressure resulting from a broader dispute. At the time, Plaintiff's attorney was also representing Defendant's business partner in a separate conflict over the distribution of proceeds from a corporate real estate sale. The Plaintiff's attorney used the confession of judgment as a tool to compel Defendant to direct a portion of the real estate sale proceeds to Plaintiff, despite Defendant's legal authority as the managing member of the selling LLC to control and disburse those proceeds. The execution and holding of the confession were leveraged against Defendant to enforce a payment route that was neither agreed to in a final settlement nor legally compelled.

On September 26, 2023, Plaintiff's counsel, Attorney Lawrence Hershon, emailed Closser, advising him of his client's intent to file the pre-signed Confession of Judgment (Exhibit C). Plaintiff filed the confession with the Clerk at 4:41 p.m. on October 2, 2023.

Three days later, on October 5, 2023, the Clerk issued a Writ of Execution (Exhibit D), despite the fact that Rule 62(a) of the SCRCF imposes an automatic 10-day stay after judgment entry.

II. GROUNDS FOR RELIEF – JUDGMENT IS VOID UNDER RULE 60(b)(4)

1. Void Confession of Judgment: Lack of Verification and Oath

Under S.C. Code § 15-35-360, a confession of judgment must be "verified by the debtor's oath." The confession filed in this case does not contain any jurat, notarization, or other indication that an oath was actually administered. Attorney Closser has confirmed in writing that he did not administer any oath when Defendant signed the confession (Exhibit H). The mere statement in the document that it is "made under oath" does not constitute a legal verification. Therefore, the confession fails to meet the statutory requirements and renders the resulting judgment void ab initio.

2. False Attestation and Witness Signatures

The confession includes two witness signature lines. Attorney Closser acknowledges that he was present but states he does not recall who else was in the room. Defendant affirms that no one else was present at the time of signing. One witness signature appears to have been added post-execution by Closser; the other by admission of Attorney Closser is that of Attorney Emily Hansbarger, who did not witness the act. The confession was thus submitted with defective or fabricated witness attestations. This undermines the document's authenticity and renders the judgment void for lack of procedural due process.

3. Procedurally Improper Entry by Clerk of Court

S.C. Code § 14-17-260(d) requires that the Clerk of Court "sign officially all judgments and state the time when each is signed and entered." The filed confession does not contain any such signature or notation. The Notice of Electronic Filing (NEF) confirms only that the confession was filed—not that it was reviewed, signed, or entered by the Clerk. The Clerk later acknowledged that she performs no legal verification of confessions submitted by attorneys. Entry of judgment without the required statutory act by the Clerk is void.

Although the Clerk later signed a Transcript of Judgment on October 26, 2023, that certification occurred 24 days after the original filing and more than three weeks after the Writ of Execution had already been issued on October 5. The Clerk's October 26

certification may confirm that a judgment was docketed, but it does not cure the statutory requirement that the Clerk must contemporaneously "sign officially" and "state the time" of entry. The absence of any signature or dated entry by the Clerk on or near October 2 renders the judgment procedurally defective. Entry of judgment without contemporaneous compliance with § 14-17-260(d) is void.

4. Premature Execution of Judgment

Under Rule 62(a), SCRPC, no execution shall issue until ten days after entry of judgment. Judgment was filed and entered on October 2, 2023. The Clerk issued the Writ of Execution on October 5, 2023—just three days later. As held in *Allstate Ins. Co. v. Estate of Hancock*, 880 S.E.2d 744 (Ct. App. 2022), writs issued during this stay period are void.

5. Nonexistent Settlement Agreement and Misrepresentation to the Court

The confession of judgment references a settlement agreement that was never executed. Attorney Closser's own written statement confirms that no oath was administered, and the existence of a settlement agreement is inferred, not remembered. The only evidence is an email chain reflecting unfinalized negotiations. Defendant expressly withdrew consent to proposed terms. Plaintiff's repeated representations to the Court that a settlement existed constitute a material misstatement. The confession and judgment entered thereon are void.

6. Unlicensed Lender and Statutory Bar to Enforcement

Plaintiff failed to register or file a schedule of maximum finance charges as required by S.C. Code § 37-5-202(1). This statutory noncompliance bars the creditor from collecting principal, interest, or charges in court. A judgment based on such an unenforceable debt is void. Moreover, Plaintiff's filed Verification of Complaint and Statement of Account (Exhibit I) and the promissory note reflect an interest charge of \$32,500 on a principal amount of \$65,000—equating to an effective interest rate of 50%. This rate far exceeds the limits typically permitted under South Carolina consumer lending regulations, further supporting the argument that the underlying debt is unconscionable and unenforceable under S.C. Code § 37-1-109.

III. REQUESTED RELIEF

Defendant respectfully requests the Court:

1. Vacate the judgment docketed on October 2, 2023;
2. Quash the Writ of Execution issued on October 5, 2023, and declare void any enforcement actions taken pursuant thereto;
3. Declare the confession of judgment void for failure to comply with statutory and procedural requirements;

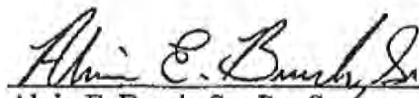
4. Declare the underlying promissory note unenforceable under S.C. Code § 37-5-202 and S.C. Code § 37-1-109;
5. Dismiss Plaintiff's Complaint with prejudice;
6. Grant such other and further relief as the Court deems just and proper.

IV. EXHIBITS

- Exhibit A – Filed Confession of Judgment
- Exhibit B – Affidavit of Alvin E. Burch, Sr.
- Exhibit C – Email from Attorney Hershon (Sept. 26, 2023)
- Exhibit D – Writ of Execution (Oct. 5, 2023)
- Exhibit E – Original Promissory Note
- Exhibit F – Audiology Report Summary
- Exhibit G – SC Department of Consumer Affairs Email Confirming Non-filing Status
- Exhibit H – Email from Zachary Closser (May 17, 2025)
- Exhibit I – Plaintiff's Verification of Complaint and Statement of Account (April 26, 2023)

May 19, 2025

Respectfully submitted,



Alvin E. Burch, Sr., Pro Se
329 Bertram Rd.
Summerville, SC 29485
(843) 330-9943

Other counsel of record:
Lawrence Hershon, (SC Bar No. 77514)
The Hershon Law Firm, P.A.,
1565 Sam Rittenberg Blvd., Suite 103,
Charleston, SC 29407
(843) 829-2022
Attorney for the Plaintiff

FILED-RECORDED EXHIBIT A

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS

COUNTY OF DORCHESTER) C.A. No.: 2023-CP-18-00658

Cornerstone Ventures International LLC,

Plaintiff,

vs.

Alvin E. Burch, Sr.,

Defendant.

CONFESSION OF JUDGMENT

WHEREAS, Alvin E. Burch, Sr. ("Defendant") has executed a certain settlement agreement (the "Settlement Agreement") to resolve obligations due to Cornerstone Ventures International LLC;

WHEREAS, if the Defendant fails to have any payment completed per the terms of the Settlement Agreement, he will have breached said Settlement Agreement; and

WHEREAS, as consideration for entering into the Settlement Agreement and to secure payment per the terms of the Settlement Agreement, the Defendant authorizes the filing of this Confession of Judgment against the Defendant in the event of his failure to make payment;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that:

1. Alvin E. Burch, Sr. hereby under oath and in accordance with the provisions of S.C. CODE ANN. § 15-35-350 *et seq.* confesses judgment in favor of Cornerstone Ventures International LLC, in the amount of One Hundred Thousand and No/100 Dollars (\$100,000.00) less any payments to the principal balance under the Settlement Agreement made by the Defendant and received by Cornerstone Ventures International LLC.

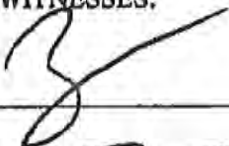
2. If the payments required under the terms of the aforementioned Settlement Agreement are not made, Defendant hereby authorizes entry and filing of this Confession of Judgment against him, with an Affidavit establishing the outstanding balance due under the

terms of the Settlement Agreement and this Confession of Judgment, in the office of the Clerk of Court for Dorchester County, South Carolina.

I, Alvin E. Burch, Sr., acknowledge that I have carefully read the within Confession of Judgment and that I understand it and its significance and sign of my own free act on this 1st day of July 2023.

WITNESSES:

ALVIN E. BURCH, SR.



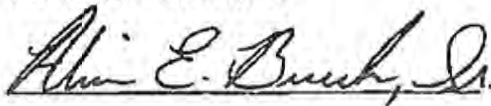



EXHIBIT B
FILED-RECORDED

STATE OF SOUTH CAROLINA

COUNTY OF DORCHESTER

Cornerstone Ventures International, LLC

Plaintiff,

VS.

Alvin E. Burch, Sr.

Defendant.

IN THE COURT OF COMMON PLEAS
FOR THE FIRST JUDICIAL COURT
CASE NO.: 2023-CP-18-00658

CHEYL GRAHAM
CLERK OF COURT
DORCHESTER COUNTY

AFFIDAVIT OF ALVIN E. BURCH, SR.

I, Alvin E. Burch, Sr., being duly sworn, depose and say:

1. **Personal knowledge.** I am the Defendant in this action and make this affidavit on personal knowledge.
2. **Execution meeting (July 7, 2023).** On July 7, 2023 at approximately 10:00 a.m., I met with Attorney Zachary Closser at his Law Firm, 7455 Cross County Road, Suite 1, North Charleston, South Carolina 29418. Attorney Closser greeted me in the law firm lobby with the Confession of Judgment in hand. No other person was present.
3. **Presentation of document.** Attorney Closser met me in the reception lobby, without inviting me into a conference room or his private office, and immediately handed me a two-page document titled 'Confession of Judgment' for signature. He asked me to read it and sign it. The entire exchange lasted no longer than ten minutes. No settlement agreement was attached or shown to me.
4. **No oath or verification.** No notary public, clerk, judge, or other authorized officer administered an oath or affirmation. The document bears no jurat or notarial certificate.
5. **Signing.** I signed on the line designated for the defendant. At that moment, no one signed as a witness.
6. **Request for copy.** I asked Attorney Closser for a copy; he said he would send one. I never received it.
7. **How I learned the judgment was filed.** On October 4, 2023, I received an e-mail from Plaintiff's counsel, Lawrence Hershon, addressed primarily to Attorney Closser and copying me. The e-mail stated that the confession of judgment had been filed. After receiving that e-mail, I visited the Dorchester County Clerk of Court's online docket, saw that a judgment had been entered, and downloaded the filed document for my records.

EXHIBIT B

8. **Discovery of witness signatures.** The filed copy I downloaded bears two handwritten signatures under the heading "WITNESSES." The signatures are not accompanied by printed names or titles, and I do not know whose signatures they are.
9. **Lack of contemporaneous witnesses.** To my knowledge, no one other than Attorney Closser was present when I signed on July 7, 2023, and the two witness signatures appearing on the filed document were added after I left Attorney Closser's law firm lobby.
10. **Truthfulness.** I make this affidavit voluntarily and under penalty of perjury, believing the statements herein to be true and correct.

FURTHER AFFIANT SAYETH NOT.

Alvin E. Burch, Sr.
329 Bertram Rd.
Summerville, SC 29485

Date: May 14, 2025

NOTARY PUBLIC JURAT**STATE OF SOUTH CAROLINA, COUNTY OF DORCHESTER**

Subscribed and sworn (or affirmed) before me this 14th day of May 2025, by Alvin E. Burch, Sr.

Sonja Y. Moses
SONJA Y. MOSES
Notary Public for South Carolina

My Commission Expires: 7/7/2033



Respectfully submitted,

Alvin E. Burch, Sr.
Alvin E. Burch, Sr., Pro Se
329 Bertram Rd.

EXHIBIT B

Summerville, SC 29485
(843) 330-9943



EXHIBIT C

burchschool@gmail.com>

Fwd: Burch/Cornerstone

Zach Closser <zclosser@scnlaw.com>

Wed, Sep 27, 2023 at 10:49 AM

To: ALVIN BURCH <alvinburch5@yahoo.com>, Alvin Burch <burchschool@gmail.com>

Mr. Burch,

Please see the email below from Cornerstone's attorney. Did you receive the proceeds yesterday? Please give me a call to discuss the below email.

Zach

Zachary J. Closser

Smith | Closser, P.A.

Attorneys at Law

7455 Cross County Road, Suite One

Post Office Box 40578

Charleston, South Carolina 29423-0578

Office -- 843-760-0220

Fax -- 843-552-2678

zclosser@scnlaw.com

www.smithclosser.com

FILED-RECORDED
2025 MAY 19 AM 8:43
CHERYL GRAHAM
CLERK OF COURT
NORCHESTER COUNTY

Forwarded message

From: Lawrence Hershon <lawrence@hershonlawfirm.com>

Date: Tue, Sep 26, 2023 at 5:15 PM

Subject: Re: Burch/Cornerstone

To: Zach Closser <zclosser@scnlaw.com>

Zach: My understanding is that funds are being disbursed by the escrow agent today. If I don't have confirmation that Mr. Burch will complete payment under the terms of his settlement agreement with Cornerstone by 11:00 AM Wednesday, Cornerstone May have no choice but to file the confession of judgment. Please advise.

Get Outlook for iOS

From: Lawrence Hershon

Sent: Tuesday, September 26, 2023 1:40:26 PM

To: Zach Closser <zclosser@scnlaw.com>

Subject: RE: Burch/Cornerstone

Zach: I wanted to chat in follow up to our exchange below. I tried to call your office, and was told you are working remotely today. Can we set a call for later today or tomorrow?

Lawrence M. Hershon, Esq.

The Hershon Law Firm, P.A.

1565 Sam Rittenberg Blvd., Suite 103

Charleston, SC 29407

(p) (843) 829-2022

(f) (843) 829-2023

lawrence@hershonlawfirm.com

www.hershonlawfirm.com



From: Zach Closser <zclosser@scnlaw.com>
Sent: Monday, September 25, 2023 9:01 AM
To: Lawrence Hershon <lawrence@hershonlawfirm.com>
Subject: Re: Burch/Cornerstone

Lawrence,

[Quoted text hidden]

[Quoted text hidden]



Virus-free. www.avast.com

2 attachments



image001.png
13K



image001.png
13K

EXHIBIT D
FILED-RECORDED

FORM
 MAY 19 8:43

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
 COUNTY OF DORCHESTER)
 CHERYL GRAHAM
 CLERK OF COURT
 DORCHESTER COUNTY) C.A. No.: 2023-CP-18-00658

Cornerstone Ventures International LLC,)

Plaintiff,)

vs.)

Alvin E. Burch, Sr.,)

Defendant.)

WRIT OF EXECUTION

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

WHEREAS, Judgment was entered on October 2, 2023, in an action in the Court of Common Pleas for Dorchester County, entitled *Cornerstone Ventures International LLC v. Alvin E. Burch, Sr.*, said judgment in favor of Cornerstone Ventures International LLC and against Alvin E. Burch, Sr., in the principal sum of \$100,000.00 plus interest at the judgment rate, as appears to us by the Confession of Judgment filed in Dorchester County on October 2, 2023.

AND WHEREAS, said judgment was docketed in Dorchester County on October 2, 2023, and now due are the sums of \$100,000.00 plus post-judgment interest. **The total sum of \$100,000.00 plus interest is due as of October 4, 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 Dorchester 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 Dorchester.

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

October 4, 2023

Charleston, South Carolina

Witness the Honorable Cheryl Graham, Clerk of Court for Dorchester County, South Carolina. (see attached electronic signature page)

TO THE SHERIFF OF THE AFORESAID COUNTY:

Endeavor to collect the sum of \$100,000.00 plus interest until collected, as to Alvin E. Burch, Sr., in addition to the costs of executing on this judgment.



Common Pleas

Case Caption: Cornerstone Ventures International Llc VS Alvin E Burch Sr
Case Number: 2023CP1800658
Type: Execution/Issued

So Ordered

s/Cheryl Graham, Clerk of Court

EXHIBIT E

PROMISSORY NOTE DUE ON A SPECIFIC DATE

\$65,000.00

Date: April 1, 2022

I. TERMS OF RE-PAYMENT

For value received, the undersigned ALVIN E. BURCH, SR. (the "Borrower"), at 329 Bertram Rd., Summerville, South Carolina 29485, promises to pay to the order of CORNERSTONE VENTURES INTERNATIONAL, LLC, Mt. Pleasant, SC (or at such other place as the Lender may designate in writing), the sum of \$65,000.00 with interest paid in a balloon sum of \$10,000 before or by October 1, 2022.

Unpaid principal after the Due Date shown above shall result in a penalty assessed at the rate of \$100 per day for a 30-day period, after which the Lender may exercise his right to security below.

II. DISBURSEMENTS

The loan shall be made in two installments: The first in the sum of \$21,000.00 made on April 1, 2022 and the balance, \$44,000.00, to be disbursed the week of April 11, 2022, the specific date, to be determined. An addendum reflecting the specific date of the second disbursement shall be appended to this Promissory Note at the time of the second disbursement.

III. SECURITY

This Note is secured by a 10% equity share of the Borrower's profit share in the investment property located at 65 Carolina St., Charleston, SC., effective November 1, 2022. The Lender is not required to rely on the above security instrument and the assets secured therein for the payment of this Note in the case of default, but may proceed directly against the Borrower.

Additionally, the Borrower shall secure from the Lender an investment linked insurance policy with a minimum value of \$65,000.00, the terms of which shall be expressed in the forthcoming appendage.

IV. COST OF COLLECTIONS

If any payment obligation under this Note is not paid when due, the Borrower promises to pay all costs of collection, including reasonable attorney fees, whether or not a lawsuit is commenced as part of the collection process.

EXHIBIT A

ELECTRONICALLY FILED - 2023 Apr 26 12:08 PM DORCHESTER COUNTY COMMON PLEAS - CASE#2023CP1800658

FILED-RECORDED
2023 MAY 19 8:43
CHERYL GRAHAM
CLERK OF COURT
DORCHESTER COUNTY

V. SEVERABILITY OF PROVISIONS

If any one or more of the provisions of this Note are determined to be unenforceable, in whole or in part, for any reason, the remaining provisions shall remain fully operative.

VI. MISCELLANEOUS

No delay in enforcing any right of the Lender under this Note, or assignment by Lender of this Note, or failure to accelerate the debt evidenced hereby by reason of default in re-payment shall be construed as a waiver of the right of Lender to thereafter insist upon strict compliance with the terms of this Note without notice being given to Borrower. All rights of the Lender under this Note are cumulative and may be exercised concurrently or consecutively at the Lender's option.

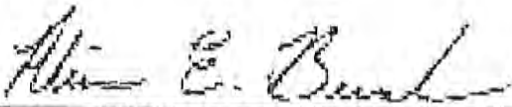
VII. GOVERNING LAW

This Note shall be construed in accordance with the laws of the State of South Carolina.

VIII. SIGNATURES

IN WITNESS WHEREOF, this Agreement has been executed and delivered in the manner prescribed by law as of the date first written above.

Borrower:

By: 
ALVIN E. BURCH, SR.

Date: 4/1/2022

Lender:

By: 
GUS A. OLALERE
Cornerstone Ventures International, LLC

Date: 4/1/2022



EXHIBIT F

FILED-RECORDED

2025 MAY 19 AM 8:44

CHERYL GRAHAM
CLERK OF COURT
WORCHESTER COUNTY

Laurel Eng, Au.D., CCC-A/Audiologist
(803)567-2533 leng@hearsensesc.com Date: 4/8/2025

To Whom It May Concern,

Auditory Processing Deficits and Required Accommodations

Alvin Burch was evaluated at our clinic for concerns related to auditory processing difficulties. Although standard audiological tests indicate essentially normal hearing sensitivity bilaterally—with only a slight hearing loss at 8000 Hz in the left ear—he reports persistent difficulty understanding speech, particularly in noisy environments. He frequently mishears spoken language, provides incorrect responses, and experiences cognitive fatigue when attempting to comprehend verbal information. These symptoms are consistent with significant deficits in auditory processing despite near-normal hearing acuity. These auditory challenges have recently adversely affected his participation in ongoing civil litigation proceedings.

Assessment Findings:

Auditory processing evaluation revealed marked deficits in several key areas:

- **Tolerance-Fading Memory:** Difficulty comprehending speech amidst background noise, especially in the left ear.
- **Decoding Deficits:** Impaired ability to accurately process speech sounds, particularly at the phonemic level.
- **Binaural Integration and Amblyaudia:** Deficits in processing different auditory stimuli presented simultaneously to both ears, with notable asymmetries suggesting a weaker right ear.

Test results from the Central Test Battery, the Staggered Spondaic Word Test (SSW), Phonemic Synthesis Test (PST), and dichotic listening tasks confirm Alvin's auditory processing challenges, particularly under conditions that demand auditory memory, rapid speech decoding, and competing background noise. While normative data was limited due to Alvin's age (70 years, 1 month), his results fell significantly below age-relevant expectations, confirming functional auditory skill deficits.

Accommodations and Recommendations:

Given the evidence of central auditory processing deficits, the following accommodations are strongly recommended to support Alvin in both professional and legal settings:

1. Environmental Modifications:

- Ensure quiet or acoustically controlled environments during critical listening tasks (e.g., meetings, court proceedings).
- Minimize background noise during conversations, use of sound-absorbing materials when possible.

2. Communication Strategies:

- Face-to-face communication should be prioritized to allow access to visual cues.
- Speak clearly, at a moderate pace, with pauses between key ideas.
- Confirm understanding and allow extra time for processing and response.

3. Assistive Technology:

- Trial use of low-gain hearing aids is recommended to improve speech clarity and auditory focus in noisy settings.
- Consideration of speech-to-text applications during conversations and legal proceedings for real-time transcription.

4. Therapeutic Interventions:

- Engage in auditory training programs, particularly APP-based platforms that target phonemic decoding, auditory memory, and speech-in-noise skills. Programs such as the Phonemic Training Program (PTP) and LACE AI app may be beneficial.
- Implement structured practice using rote auditory memory drills, particularly involving digits, words, and multi-level commands.

5. Follow-Up Testing:

- Retesting is recommended after completion of the auditory training program to evaluate progress and adapt further interventions as needed.

Conclusion:

Although Alvin does not meet the criteria for a formal diagnosis of Auditory Processing Disorder (APD) due to the limitations in normative data beyond age 69, his auditory skill deficits are well-documented and substantial. These difficulties are not due to peripheral hearing loss but reflect central processing weaknesses. Accommodations and support strategies as outlined above are essential for Alvin to function effectively in daily and high-stakes communication environments. Please feel free to contact our office with any questions or for further documentation regarding Alvin's case.

Sincerely,

Laurel Eng, Au.D., CCC-A

Lucas Eng A.U.D

Patient signature

04/08/2025

Date

EXHIBIT G



y.moses@gmail.com>

Consumer Request - Maximum Rate Schedule

Baskett, Tenitia <TBaskett@scconsumer.gov>
 To: Sonja Moses <sonja.y.moses@gmail.com>

Fri, May 16, 2025 at 1:07 PM

Good afternoon,

Please see the below response:

Cornerstone Ventures International, LLC—Not currently filed with the Department

Thank You!,

Tenitia

FILED-RECORDED
 2025 MAY 19 AM 8:44
 CHERYL GRAHAM
 CLERK OF COURT
 MONROE COUNTY



Tenitia Baskett | Program Coordinator-Licensing Examiner

SC Department of Consumer Affairs

293 Greystone Blvd., Suite 400

Columbia, SC 29210

800.922.1594 | 803.734.4238(d)





EXHIBIT H

h <burchschool@gmail.com>

Request for Affidavit Re: Execution of Confession of Judgment

Zach Closser <zach@closserlaw.com>
 To: Alvin Burch <burchschool@gmail.com>

Sat, May 17, 2025 at 8:28 AM

Mr. Burch,

I cannot provide you the affidavit as requested.

I remember you coming in to my office and signing the confession of judgment in my reception area. I do not recall who all was present, but it was signed and witnessed by Emily Hansbarger, an attorney in my office, and myself, so I believe that to be true.

You are correct that I did not administer an oath when you signed. But if asked I will testify that you signed it knowingly and freely of your own volition and as part of the settlement agreement entered into by the parties.

What time is the hearing on the 3rd?

Zach

Zachary J. Closser
 Closser Law, P.A.
 Attorneys at Law
 7455 Cross County Road, Suite One
 Post Office Box 40578
 Charleston, South Carolina 29423-0578

Office - 843-760-0220
 Direct - 843-760-0221
 Fax - 843-552-2678
 zach@closserlaw.com
 www.closserlaw.com

[Quoted text hidden]

FILED-RECORDED
 2025 MAY 19 AM 8:44
 CHERYL GRAHAM
 CLERK OF COURT
 DORCHESTER COUNTY

EXHIBIT I

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

**VERIFICATION OF COMPLAINT
AND STATEMENT OF ACCOUNT**

PERSONALLY APPEARED BEFORE ME Augustine Olalere, who being first duly sworn, deposes and states that he is a Principal in Cornerstone Ventures International LLC, the plaintiff herein; that he is familiar with the transaction set forth in the foregoing Complaint and is authorized to make this affidavit on behalf of the plaintiff; that the allegations contained in the foregoing Complaint are true to the best of his knowledge or based upon the corporate records, except as to those stated upon information and belief, which he believes to be true; and that the following itemized statement of account is true and correct within his knowledge as of April 6, 2023:

1.	Principal as of April 6, 2023	\$ 65,000.00
2.	Interest as of October 1, 2022	\$ 10,000.00
3.	Late Fees as of April 6, 2023	\$ 58,760.00
Total Due as of April 6, 2023		\$ 133,760.00*

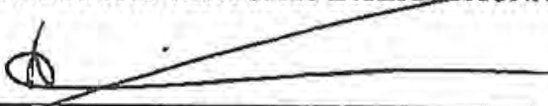
* Exclusive of costs of litigation, costs of collection, and additional interest.

CHERYL GRAHAM
CLERK OF COURT
DORCHESTER COUNTY

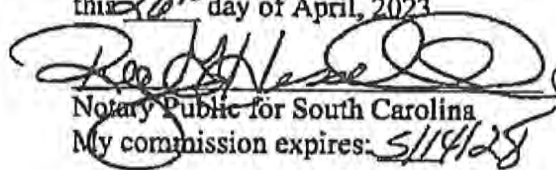
2025 MAY 19 AM 8:44

FILED-RECORDED

CORNERSTONE VENTURES INTERNATIONAL LLC

By: 
Name: Augustine Olalere
Title: Principal

SWORN and subscribed to before me
this 26th day of April, 2023


Notary Public for South Carolina
My commission expires: 5/14/25

(L.S.)



EXHIBIT B

ELECTRONICALLY FILED - 2023 Apr 26 12:08 PM - DORCHESTER - COMMON PLEAS - CASE#2023CP1800658

STATE OF SOUTH CAROLINA

COUNTY OF DORCHESTER

Cornerstone Ventures International, LLC

Plaintiff,

VS.

Alvin E. Burch, Sr.

Defendant.

FILED-RECORDED

2025 JUL 14 PM 4:43

IN THE COURT OF COMMON PLEAS
FOR THE FIRST JUDICIAL CIRCUIT COURT
CASE NO.: 2023-CP-18-00658CHERYL GRAHAM
CLERK OF COURT
DORCHESTER COUNTY

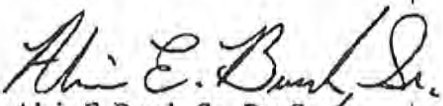
NOTICE OF FILING

AFFIDAVIT TO CLARIFY AND PRESERVE
THE RECORD
(RULE 60(b)4)

Defendant, Alvin E. Burch, Sr., hereby files the attached Affidavit to Clarify and Preserve the Record in connection with the above-captioned matter.

This filing is submitted for the sole purpose of supplementing and preserving the record. It does not request the Court to reconsider, alter, or amend any prior ruling.

Respectfully submitted,



Alvin E. Burch, Sr., Pro Se
329 Bertram Rd.
Summerville, SC 29485
(843) 330-9943

July 14, 2025

CHERYL GRAHAM
CLERK OF COURT
DORCHESTER COUNTY

025 NOV -3 AM 11:46

CERTIFIED COPY

STATE OF SOUTH CAROLINA
COUNTY OF DORCHESTER

Comerstone Ventures International, LLC

Plaintiff,

VS.

Alvin E. Burch, Sr.

Defendant.

FILED-RECORDED

2025 JUL 14 PM 4:43

IN THE COURT OF COMMON PLEAS
FOR THE FIRST JUDICIAL CIRCUIT COURT
CASE NO.: 2023-CP-18-00658

CHERYL GRAHAM
CLERK OF COURT
DORCHESTER COUNTY

**AFFIDAVIT TO CLARIFY AND
PRESERVE THE RECORD
(RULE 60(b)(4))**

Cheryl Graham
CLERK OF COURT
DORCHESTER COUNTY

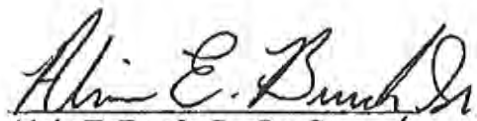
2025 NOV -3 AM 11:46

CERTIFIED COPY

I, Alvin E. Burch, Sr., declare under penalty of perjury that the following is true and correct to the best of my knowledge and belief:

1. I submit this affidavit solely to clarify and supplement the factual record in connection with my pending motion under Rule 60(b)(4), SCRCP. This affidavit does **not** request the Court to reconsider or revisit its July 9, 2025 Order denying my prior motion for issuance of a subpoena duces tecum and in-camera review.
2. During the evidentiary hearing held on June 3, 2025, I was placed under oath and provided sworn testimony. In open court, I explicitly questioned the authenticity of the Settlement Agreement presented by Plaintiff, stating that during the hearing was the first time I had seen the document. I also did request the whereabouts of the original.
3. Additionally, the Court emailed opposing counsel for opinion in reference to my June 11, 2025 motion to Subpoena Duces Tecum. The Court copied me on this email. In this email chain (Exhibit A), the Court instructed opposing counsel to include the email chain as an exhibit to the draft denial order, in response to my request that it be made part of the official case record.
4. Upon information and belief, the signed denial order filed on July 9, 2025, omits this exhibit, contrary to the Court's directive.
5. Because the email chain includes the Court's stated rationale for denying the motion and the Court's directive that those communications be filed, its exclusion may result in an incomplete or inaccurate reflection of the procedural history of the ruling.
6. This affidavit is intended only to ensure that the record accurately reflects the facts and statements relevant to the pending Rule 60(b)(4) motion, and to note the absence of documentation that the Court itself directed to be included.

Executed on this 14th day of July, 2025:



Alvin E. Burch, Sr., Pro Se
329 Bertram Rd.
Summerville, SC 29485
(843) 330-9943

Other counsel of record:
Lawrence Hershon, (SC Bar No. 77514)
The Hershon Law Firm, P.A.,
1565 Sam Rittenberg Blvd., Suite 103,
Charleston, SC 29407
(843) 829-2022
Attorney for the Plaintiff



EXHIBIT A

Alvin Burch <burchschool@gmail.com>

Motion for Subpoena Duces Tecum of the original wet ink settlement agreement
2023cp1800658

13 messages

James Chellis <JChellis@dorchestercountysc.gov>

Tue, Jun 24, 2025 at 11:09 AM

To: Lawrence Hershon <lawrence@hershonlawfirm.com>, "burchschool@gmail.com" <burchschool@gmail.com>

Cc: Meagan Kizer <MKizer@dorchestercountysc.gov>

Mr. Hershon,

What is your position on the referenced that was filed yesterday?

Best Regards,



James Chellis
Master-In-Equity

Dorchester County
5200 East Jim Bilton Blvd, St. George, SC 29477
Office: 8438320001
Email: JChellis@dorchestercountysc.gov



RECORDED
2025 JUL 14 PM 4:43
CHERYL GRAHAM
CLERK OF COURT
DORCHESTER COUNTY

James Chellis <JChellis@dorchestercountysc.gov>

Tue, Jun 24, 2025 at 11:22 AM

To: Lawrence Hershon <lawrence@hershonlawfirm.com>, "burchschool@gmail.com" <burchschool@gmail.com>

Cc: Meagan Kizer <MKizer@dorchestercountysc.gov>

Mr. Hershon,

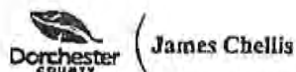
Allow me to clarify.

I recognize the procedural deficiencies:

1. Post-hearing nature: motion is untimely.
2. Burden of Proof: Mr. Burch declined to subpoena the document before the hearing.

3. Lack of Affidavit or Offer of Proof. There's no affidavit attesting to the lack of opportunity to inspect the document at the hearing or proof that Hershon refused to produce it earlier.

I am interested in your substantive position aside from the procedural deficiencies.



[Quoted text hidden]

Lawrence Hershon <lawrence@hershonlawfirm.com>

Tue, Jun 24, 2025 at 3:31 PM

To: James Chellis <JChellis@dorchestercountysc.gov>

Cc: Meagan Kizer <MKizer@dorchestercountysc.gov>, "burchschool@gmail.com" <burchschool@gmail.com>

Judge Chellis:

I agree that each of the items listed in your email below are grounds for denial. I'd like to expound on those items briefly before getting to the substantive request. It is the Plaintiff/Judgment Creditor's position that the Motion should be denied. At the hearing on June 3, 2025, the Debtor had the opportunity to call my client to the stand to question the authenticity of the document and failed to do. The purpose of the hearing was to handle any and all issues relating the Rule 60 motion. This is now an attempt to get a second bite at the apple.

The Debtor's actions since this matter was referred to this Court have continued to cost my client greatly in terms of costs, including attorneys' fees. At some point this has to stop. This is a Debtor who signed a Confession of Judgment. The Confession of Judgment clearly references a Settlement Agreement. That Settlement Agreement was entered as an exhibit at the last hearing. If Debtor wanted to conduct discovery relating to his Rule 60 Motion, he needed to do so prior to the hearing (and the Court gave Debtor ample opportunity to conduct said discovery. Debtor as a pro se party is responsible for understanding and following the Rules of Civil Procedure. It is time for the Debtor to stop throwing the proverbial kitchen sink at the wall in this matter and instead provide the information he was supposed to have produced long ago so that my client can proceed with execution. We are in post-judgment discovery, yet again and again the Debtor is being permitted to bring forward arguments that go towards defenses to the underlying claims that could have been litigated if Debtor had not settled and signed a settlement agreement + confession of judgment (while represented by counsel). Those items are res judicata, and should no longer be presented to the Court.

On substantive grounds, on the rules of discovery, the document is not relevant nor likely to lead to the discovery of relevant evidence. The Settlement Agreement states that a copy is as good as the original. The settlement agreement has a term that states that the parties agree that a copy of the agreement is as good as and as valid as the original. Therefore, there is no reason to go down this path – the agreement is what it is, and the copy is a true and accurate copy of the original. This is also standard practice in today's world – an exchange of copies or scans. There is no evidence of any kind before the court to establish any showing that the document is somehow unauthentic. That Debtor fails to believe that the document existed is contrary to the evidence presented at the hearing. There is nothing that an original is going to show that a copy doesn't already show. The two are considered to be the same thing – the copy is as good as the original, per the agreement's terms.

As a practical matter, I believe what I said at the hearing (pending receipt of the transcript) is that I believed I had the original in my file. Normal practice would be to have Debtor's counsel mail me the original following execution, and it would stay in my files. In full transparency, I have not yet looked through my files. As a solo practitioner, I try to keep all of my files in electronic format, and that's how this file for this case is organized — electronic. I do keep all paper files for all paper documents received, generally speaking, and they go into a generic file normally arranged in chronological order. I would have to look through those files, which may or may not be in chronological order, and see if I can retrieve the document. So from a practical perspective, Debtor is asking for me to potentially search for documents for an extended period of time, and all for something that doesn't change the evidence for this case. To have to spend more time on this request is prejudicial to my client.

For the reasons above, and for the reasons below already stated by the Court, this motion should be denied.

Respectfully submitted,

Lawrence Hershon

Lawrence M. Hershon, Esq.

The Hershon Law Firm, P.A.

1565 Sam Rittenberg Blvd., Suite 103

Charleston, SC 29407

(p) (843) 829-2022

(f) (843) 829-2023

lawrence@hershonlawfirm.com

www.hershonlawfirm.com



[Quoted text hidden]

Alvin Burch <burchschool@gmail.com>
To: Sonja Moses <sonja.y.moses@gmail.com>
Bcc: burchschool@gmail.com

Tue, Jun 24, 2025 at 3:42 PM

Begin forwarded message:

From: Lawrence Hershon <lawrence@hershonlawfirm.com>
 Date: June 24, 2025 at 3:31:27 PM EDT
 To: James Chellis <JChellis@dorchestercountysc.gov>
 Cc: Meagan Kizer <MKizer@dorchestercountysc.gov>, burchschool@gmail.com
 Subject: RE: Motion for Subpoena Duces Tecum of the original wet ink settlement agreement
 2023cp1800658

Judge Chellis:

I agree that each of the items listed in your email below are grounds for denial. I'd like to expound on those items briefly before getting to the substantive request. It is the Plaintiff/Judgment Creditor's position that the Motion should be denied. At the hearing on June 3, 2025, the Debtor had the opportunity to call my client to the stand to question the authenticity of the document and failed to do. The purpose of the hearing was to handle any and all issues relating the Rule 60 motion. This is now an attempt to get a second bite at the apple.

The Debtor's actions since this matter was referred to this Court have continued to cost my client greatly in terms of costs, including attorneys' fees. At some point this has to stop. This is a Debtor who signed a Confession of Judgment. The Confession of Judgment clearly references a Settlement Agreement. That Settlement Agreement was entered as an exhibit at the last hearing. If Debtor wanted to conduct discovery relating to his Rule 60 Motion, he needed to do so prior to the hearing (and the Court gave Debtor ample opportunity to conduct said discovery. Debtor as a pro se party is responsible for understanding and following the Rules of Civil Procedure. It is time for the Debtor to stop throwing the proverbial kitchen sink at the wall in this matter and instead provide the information he was supposed to have produced long ago so that my client can proceed with execution. We are in post-judgment discovery, yet again and again the Debtor is being permitted to bring forward arguments that go towards defenses to the underlying claims that could have been litigated if Debtor had not settled and signed a settlement agreement + confession of judgment (while represented by counsel). Those items are res judicata, and should no longer be presented to the Court.

On substantive grounds, on the rules of discovery, the document is not relevant nor likely to lead to the discovery of relevant evidence. The Settlement Agreement states that a copy is as good as the original. The settlement agreement has a term that states that the parties agree that a copy of the agreement is as good as and as valid as the original. Therefore, there is no reason to go down this path – the agreement is what it is, and the copy is a true and accurate copy of the original. This is also standard practice in today's world – an exchange of copies or scans. There is no evidence of any kind before the court to establish any showing that the document is somehow unauthentic. That Debtor fails to believe that the document existed is contrary to the evidence presented at the hearing. There is nothing that an original is going to show that a copy doesn't already show. The two are considered to be the same thing – the copy is as good as the original, per the agreement's terms.

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of time, and all for something that doesn't change the evidence for this case. To have to spend more time on this request is prejudicial to my client.

For the reasons above, and for the reasons below already stated by the Court, this motion should be denied.

Respectfully submitted,

Lawrence Hershon

Lawrence M. Hershon, Esq.

The Hershon Law Firm, P.A.

1565 Sam Rittenberg Blvd., Suite 103

Charleston, SC 29407

(p) (843) 829-2022

(f) (843) 829-2023

lawrence@hershonlawfirm.com

www.hershonlawfirm.com

<image008.png>

From: James Chellis <JChellis@dorchestercountysc.gov>

Sent: Tuesday, June 24, 2025 11:22 AM

To: Lawrence Hershon <lawrence@hershonlawfirm.com>; burchschool@gmail.com

Cc: Meagan Kizer <MKizer@dorchestercountysc.gov>

Subject: RE: Motion for Subpoena Duces Tecum of the original wet ink settlement agreement 2023cp1800658

Mr. Hershon,

Allow me to clarify.

I recognize the procedural deficiencies:

1. Post-hearing nature: motion is untimely.
2. Burden of Proof: Mr. Burch declined to subpoena the document before the hearing.

3. Lack of Affidavit or Offer of Proof: There's no affidavit attesting to the lack of opportunity to inspect the document at the hearing or proof that Hershon refused to produce it earlier.

I am interested in your substantive position aside from the procedural deficiencies.

<image009.png><image010.png>James Chellis

From: James Chellis

Sent: Tuesday, June 24, 2025 11:09 AM

To: Lawrence Hershon <lawrence@hershonlawfirm.com>; burchschool@gmail.com

Cc: Meagan Kizer <MKizer@dorchestercountysc.gov>

Subject: Motion for Subpoena Duces Tecum of the original wet ink settlement agreement 2023cp1800658

Mr. Hershon,

What is your position on the referenced that was filed yesterday?

Best Regards,

James Chellis
Master-In-Equity

<image009.png>

<image010.png>Dorchester County

5200 East Jim Bilton Blvd, St. George, SC 29477

Office: 8438320001

Email: JChellis@dorchestercountysc.gov

<image011.png>

<image012.png>

<image013.png>

<image014.png>

<image015.png>

Alvin Burch <burchschool@gmail.com>

To: James Chellis <JChellis@dorchestercountysc.gov>

Cc: Lawrence Hershon <lawrence@hershonlawfirm.com>, Meagan Kizer <MKizer@dorchestercountysc.gov>

Tue, Jun 24, 2025 at 4:34 PM

Judge Chellis:

I acknowledge receipt of the Court's June 24, 2025 e-mail to Mr. Hershon and Mr. Hershon's response later on the same day.

Because both messages contain substantive arguments and were served on all parties, I respectfully ask that they be placed in the official case file.

I am preparing a concise supplemental motion and supporting affidavit that addresses the timing of my June 11, 2025 request for the original Settlement Agreement and the remaining facial defects in the Confession of Judgment. For the record, I did ask the whereabouts of the original Settlement Agreement in open court on June 3rd as the transcript will reflect. I expect to file this within the next two business days ahead of your receipt of the hearing transcript.

Thank you for the Court's courtesy.

Respectfully submitted,

/s/ Alvin E. Burch, Sr.
Defendant, pro se
329 Bertram Rd.
(843) 330-9943
burchschool@gmail.com

[Quoted text hidden]

—
Regards,

Alvin E. Burch, Sr.

James Chellis <JChellis@dorchestercountysc.gov>

Tue, Jun 24, 2025 at 4:34 PM

To: Lawrence Hershon <lawrence@hershonlawfirm.com>, "burchschool@gmail.com" <burchschool@gmail.com>

Cc: Meagan Kizer <MKizer@dorchestercountysc.gov>

Mr. Hershon,

Please prepare an order denying the motion for the Subpoena Duces Tecum.

My primary concerns are the three reasons I gave you in my clarifying email.

Allowing the evidence to be reopened after the close of the hearing, which I designated as an evidentiary hearing, establishes a precedent in my Court that could have far-reaching effects.

Mr. Burch, this is a warning. Your motion is another deleterious effort to delay the proceedings. If you continue filing motions that are without merit, procedurally or substantively, I will begin to consider sanctions under SCRCP Rule 11.

Best Regards,



(James Chellis

From: Lawrence Hershon <lawrence@hershonlawfirm.com>
Sent: Tuesday, June 24, 2025 3:31 PM
To: James Chellis <JChellis@dorchestercountysc.gov>
Cc: Meagan Kizer <MKizer@dorchestercountysc.gov>; burchschool@gmail.com
Subject: RE: Motion for Subpoena Duces Tecum of the original wet ink settlement agreement 2023cp1800658

[EXTERNAL - This message originated outside our organization. Use caution when clicking links or opening attachments.]

[Quoted text hidden]

James Chellis <JChellis@dorchestercountysc.gov> Tue, Jun 24, 2025 at 4:41 PM
To: Alvin Burch <burchschool@gmail.com>
Cc: Lawrence Hershon <lawrence@hershonlawfirm.com>, Meagan Kizer <MKizer@dorchestercountysc.gov>

Mr. Burch,

I caution that you not file additional motions on the issue you have raised.

Please note my email, which I addressed to you and Mr. Hershon, that was sent almost immediately preceding receipt of your email.



(James Chellis

From: Alvin Burch <burchschool@gmail.com>
Sent: Tuesday, June 24, 2025 4:34 PM
To: James Chellis <JChellis@dorchestercountysc.gov>
Cc: Lawrence Hershon <lawrence@hershonlawfirm.com>; Meagan Kizer <MKizer@dorchestercountysc.gov>
Subject: Re: Motion for Subpoena Duces Tecum of the original wet ink settlement agreement 2023cp1800658

[EXTERNAL - This message originated outside our organization. Use caution when clicking links or opening attachments.]

Judge Chellis:

[Quoted text hidden]

[Quoted text hidden]

[Quoted text hidden]

Alvin Burch <burchschool@gmail.com>

Tue, Jun 24, 2025 at 4:45 PM

To: James Chellis <JChellis@dorchestercountysc.gov>

Cc: Lawrence Hershon <lawrence@hershonlawfirm.com>, Meagan Kizer <MKizer@dorchestercountysc.gov>

Judge Chellis:

I acknowledge the Court's June 26, 2025 e-mail cautioning me against any additional motions on the subpoena issue and noting your prior message. I will refrain from filing further motions on that narrow point, but I respectfully ask that the Court's recent e-mails (and counsel's related e-mails) be placed in the case file. If the Court wishes a written submission limited to that docketing request, please let me know and I will comply.

Respectfully,

/s/ Alvin E. Burch, Sr., Defendant Pro Se

[Quoted text hidden]

James Chellis <JChellis@dorchestercountysc.gov>

Tue, Jun 24, 2025 at 4:56 PM

To: Alvin Burch <burchschool@gmail.com>

Cc: Lawrence Hershon <lawrence@hershonlawfirm.com>, Meagan Kizer <MKizer@dorchestercountysc.gov>

Mr. Hershon,

Include the email exchange as an exhibit to the proposed order.



(James Chellis

From: Alvin Burch <burchschool@gmail.com>

Sent: Tuesday, June 24, 2025 4:45:39 PM

[Quoted text hidden]

[Quoted text hidden]

Lawrence Hershon <lawrence@hershonlawfirm.com>

Tue, Jun 24, 2025 at 5:04 PM

To: James Chellis <JChellis@dorchestercountysc.gov>, Alvin Burch <burchschool@gmail.com>

Cc: Meagan Kizer <MKizer@dorchestercountysc.gov>

Judge Chellis: I am confirming receipt of your emails and instructions from this afternoon. I will prepare the requested order.

Best regards,

Lawrence Hershon

Lawrence M. Hershon, Esq.

The Hershon Law Firm, P.A.

1565 Sam Rittenberg Blvd., Suite 103

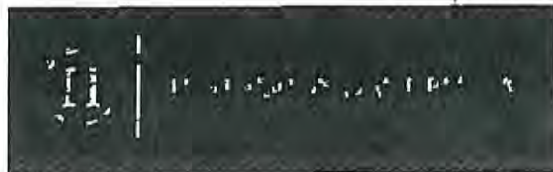
Charleston, SC 29407

(p) (843) 829-2022

(f) (843) 829-2023

lawrence@hershonlawfirm.com

www.hershonlawfirm.com



[Quoted text hidden]

Lawrence Hershon <lawrence@hershonlawfirm.com>

Mon, Jun 30, 2025 at 10:16 AM

To: James Chellis <JChellis@dorchestercountysc.gov>, Alvin Burch <burchschool@gmail.com>

Cc: Meagan Kizer <MKizer@dorchestercountysc.gov>

Judge Chellis:

Attached is a copy of the requested proposed order. I am sending a copy by email so that Mr. Burch is in receipt of a copy. I will also e-file through the court's electronic filing system so that it can be placed into your queue.

Sincerely,

Lawrence Hershon

Lawrence M. Hershon, Esq.

The Hershon Law Firm, P.A.

1565 Sam Rittenberg Blvd., Suite 103

Charleston, SC 29407

(p) (843) 829-2022

(f) (843) 829-2023

lawrence@hershonlawfirm.com

www.hershonlawfirm.com



From: Lawrence Hershon
Sent: Tuesday, June 24, 2025 5:04 PM
To: James Chellis <JChellis@dorchestercountysc.gov>; Alvin Burch <burchschool@gmail.com>
Cc: Meagan Kizer <MKizer@dorchestercountysc.gov>

[Quoted text hidden]

[Quoted text hidden]

 **Proposed Order - Motion to Inspect Document (Burch).docx**
25K

Alvin Burch <burchschool@gmail.com>
To: Sonja Moses <sonja.y.moses@gmail.com>
Bcc: burchschool@gmail.com

Mon, Jun 30, 2025 at 7:17 PM

Begin forwarded message:

From: Lawrence Hershon <lawrence@hershonlawfirm.com>
Date: June 30, 2025 at 10:16:22 AM EDT
To: James Chellis <JChellis@dorchestercountysc.gov>, Alvin Burch <burchschool@gmail.com>
Cc: Meagan Kizer <MKizer@dorchestercountysc.gov>
Subject: RE: Motion for Subpoena Duces Tecum of the original wet Ink settlement agreement 2023cp1800658

Judge Chellis:

Attached is a copy of the requested proposed order. I am sending a copy by email so that Mr. Burch is in receipt of a copy. I will also e-file through the court's electronic filing system so that it can be placed into your queue.

[Quoted text hidden]

From: Lawrence Hershon
Sent: Tuesday, June 24, 2025 5:04 PM

To: James Chellis <JChellis@dorchestercountysc.gov>; Alvin Burch <burchschool@gmail.com>
Cc: Meagan Kizer <MKizer@dorchestercountysc.gov>
Subject: RE: Motion for Subpoena Duces Tecum of the original wet ink settlement agreement
2023cp1800658

Judge Chellis: I am confirming receipt of your emails and instructions from this afternoon. I will prepare the requested order.

Best regards,

Lawrence Hershon

Lawrence M. Hershon, Esq.

The Hershon Law Firm, P.A.

1565 Sam Rittenberg Blvd., Suite 103

Charleston, SC 29407

(p) (843) 829-2022

(f) (843) 829-2023

lawrence@hershonlawfirm.com

www.hershonlawfirm.com

<image001.png>

From: James Chellis <JChellis@dorchestercountysc.gov>
Sent: Tuesday, June 24, 2025 4:56 PM
To: Alvin Burch <burchschool@gmail.com>
Cc: Lawrence Hershon <lawrence@hershonlawfirm.com>; Meagan Kizer <MKizer@dorchestercountysc.gov>
Subject: Re: Motion for Subpoena Duces Tecum of the original wet ink settlement agreement
2023cp1800658

Mr. Hershon,

Include the email exchange as an exhibit to the proposed order.

James Chellis

From: Alvin Burch <burchschool@gmail.com>
Sent: Tuesday, June 24, 2025 4:45:39 PM
To: James Chellis <JChellis@dorchestercountysc.gov>
Cc: Lawrence Hershon <lawrence@hershonlawfirm.com>; Meagan Kizer <MKizer@dorchestercountysc.gov>
Subject: Re: Motion for Subpoena Duces Tecum of the original wet ink settlement agreement 2023cp1800658

Judge Chellis:

I acknowledge the Court's June 26, 2025 e-mail cautioning me against any additional motions on the subpoena issue and noting your prior message. I will refrain from filing further motions on that narrow point, but I respectfully ask that the Court's recent e-mails (and counsel's related e-mails) be placed in the case file. If the Court wishes a written submission limited to that docketing request, please let me know and I will comply.

Respectfully,

/s/ Alvin E. Burch, Sr., Defendant Pro Se

On Tue, Jun 24, 2025 at 4:41 PM James Chellis <JChellis@dorchestercountysc.gov> wrote:

Mr. Burch,

I caution that you not file additional motions on the issue you have raised.

Please note my email, which I addressed to you and Mr. Hershon, that was sent almost immediately preceding receipt of your email.

James Chellis

From: Alvin Burch <burchschool@gmail.com>
Sent: Tuesday, June 24, 2025 4:34 PM
To: James Chellis <JChellis@dorchestercountysc.gov>
Cc: Lawrence Hershon <lawrence@hershonlawfirm.com>; Meagan Kizer

<MKizer@dorchestercountysc.gov>

Subject: Re: Motion for Subpoena Duces Tecum of the original wet ink settlement agreement 2023cp1800658

[EXTERNAL - This message originated outside our organization. Use caution when clicking links or opening attachments.]

Judge Chellis:

I acknowledge receipt of the Court's June 24, 2025 e-mail to Mr. Hershon and Mr. Hershon's response later on the same day.

Because both messages contain substantive arguments and were served on all parties, I respectfully ask that they be placed in the official case file.

I am preparing a concise supplemental motion and supporting affidavit that addresses the timing of my June 11, 2025 request for the original Settlement Agreement and the remaining facial defects in the Confession of Judgment. For the record, I did ask the whereabouts of the original Settlement Agreement in open court on June 3rd as the transcript will reflect. I expect to file this within the next two business days ahead of your receipt of the hearing transcript.

Thank you for the Court's courtesy.

Respectfully submitted,

/s/ Alvin E. Burch, Sr.
Defendant, pro se
329 Bertram Rd.

(843) 330-9943

burchschool@gmail.com

On Tue, Jun 24, 2025 at 11:09 AM James Chellis <JChellis@dorchestercountysc.gov> wrote:

Mr. Hershon,

What is your position on the referenced that was filed yesterday?

Best Regards,

James Chellis
Master-In-Equity

<image004.png>

<image005.png>Dorchester County
5200 East Jim Bilton Blvd, St. George, SC 29477
Office: 8438320001
Email: JChellis@dorchestercountysc.gov

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Regards,

Alvin E. Burch, Sr.

-

Regards,

Alvin E. Burch, Sr.



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Image004.png
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Image005.png
5K

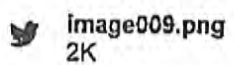
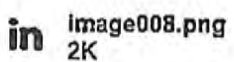
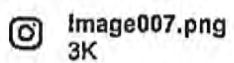
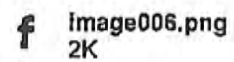


 image010.png
2K

 Proposed Order - Motion to Inspect Document (Burch).docx
25K

Alvin Burch <burchschool@gmail.com>
To: Sonja Moses <sonja.y.moses@gmail.com>
Bcc: burchschool@gmail.com

Sat, Jul 5, 2025 at 10:42 AM

Begin forwarded message:

From: James Chellis <JChellis@dorchestercountysc.gov>
Date: June 24, 2025 at 4:34:36 PM EDT
To: Lawrence Hershon <lawrence@hershonlawfirm.com>, burchschool@gmail.com
Cc: Meagan Kizer <MKizer@dorchestercountysc.gov>
Subject: RE: Motion for Subpoena Duces Tecum of the original wet ink settlement agreement 2023cp1800658

Mr. Hershon,

Please prepare an order denying the motion for the Subpoena Duces Tecum.

My primary concerns are the three reasons I gave you in my clarifying email.

Allowing the evidence to be reopened after the close of the hearing, which I designated as an evidentiary hearing, establishes a precedent in my Court that could have far-reaching effects.

Mr. Burch, this is a warning. Your motion is another deleterious effort to delay the proceedings. If you continue filing motions that are without merit, procedurally or substantively, I will begin to consider sanctions under SCRCP Rule 11.

Best Regards,



James Chellis

From: Lawrence Hershon <lawrence@hershonlawfirm.com>
 Sent: Tuesday, June 24, 2025 3:31 PM
 To: James Chellis <JChellis@dorchestercountysc.gov>
 Cc: Meagan Kizer <MKizer@dorchestercountysc.gov>; burchschool@gmail.com
 Subject: RE: Motion for Subpoena Duces Tecum of the original wet ink settlement agreement 2023cp1800658

[EXTERNAL - This message originated outside our organization. Use caution when clicking links or opening attachments.]

Judge Chellis:

I agree that each of the items listed in your email below are grounds for denial. I'd like to expound on those items briefly before getting to the substantive request. It is the Plaintiff/Judgment Creditor's position that the Motion should be denied. At the hearing on June 3, 2025, the Debtor had the opportunity to call my client to the stand to question the authenticity of the document and failed to do. The purpose of the hearing was to handle any and all issues relating the Rule 60 motion. This is now an attempt to get a second bite at the apple.

The Debtor's actions since this matter was referred to this Court have continued to cost my client greatly in terms of costs, including attorneys' fees. At some point this has to stop. This is

a Debtor who signed a Confession of Judgment. The Confession of Judgment clearly references a Settlement Agreement. That Settlement Agreement was entered as an exhibit at the last hearing. If Debtor wanted to conduct discovery relating to his Rule 60 Motion, he needed to do so prior to the hearing (and the Court gave Debtor ample opportunity to conduct said discovery. Debtor as a pro se party is responsible for understanding and following the Rules of Civil Procedure. It is time for the Debtor to stop throwing the proverbial kitchen sink at the wall in this matter and instead provide the information he was supposed to have produced long ago so that my client can proceed with execution. We are in post-judgment discovery, yet again and again the Debtor is being permitted to bring forward arguments that go towards defenses to the underlying claims that could have been litigated if Debtor had not settled and signed a settlement agreement + confession of judgment (while represented by counsel). Those items are res judicata, and should no longer be presented to the Court.

On substantive grounds, on the rules of discovery, the document is not relevant nor likely to lead to the discovery of relevant evidence. The Settlement Agreement states that a copy is as good as the original. The settlement agreement has a term that states that the parties agree that a copy of the agreement is as good as and as valid as the original. Therefore, there is no reason to go down this path – the agreement is what it is, and the copy is a true and accurate copy of the original. This is also standard practice in today's world – an exchange of copies or scans. There is no evidence of any kind before the court to establish any showing that the document is somehow unauthentic. That Debtor fails to believe that the document existed is contrary to the evidence presented at the hearing. There is nothing that an original is going to show that a copy doesn't already show. The two are considered to be the same thing – the copy is as good as the original, per the agreement's terms.

As a practical matter, I believe what I said at the hearing (pending receipt of the transcript) is that I believed I had the original in my file. Normal practice would be to have Debtor's counsel mail me the original following execution, and it would stay in my files. In full transparency, I have not yet looked through my files. As a solo practitioner, I try to keep all of my files in electronic format, and that's how this file for this case is organized – electronic. I do keep all paper files for all paper documents received, generally speaking, and they go into a generic file normally arranged in chronological order. I would have to look through those files, which may or may not be in chronological order, and see if I can retrieve the document. So from a practical perspective, Debtor is asking for me to potentially search for documents for an extended period of time, and all for something that doesn't change the evidence for this case. To have to spend more time on this request is prejudicial to my client.

For the reasons above, and for the reasons below already stated by the Court, this motion should be denied.

Respectfully submitted,

Lawrence Hershon

Lawrence M. Hershon, Esq.

The Hershon Law Firm, P.A.

1565 Sam Rittenberg Blvd., Suite 103

Charleston, SC 29407

(p) (843) 829-2022

(f) (843) 829-2023

lawrence@hershonlawfirm.com

www.hershonlawfirm.com



From: James Chellis <JChellis@dorchestercountysc.gov>

Sent: Tuesday, June 24, 2025 11:22 AM

To: Lawrence Hershon <lawrence@hershonlawfirm.com>; burchschool@gmail.com

Cc: Meagan Kizer <MKizer@dorchestercountysc.gov>

Subject: RE: Motion for Subpoena Duces Tecum of the original wet ink settlement agreement 2023cp1800658

Mr. Hershon,

Allow me to clarify.

I recognize the procedural deficiencies:

1. Post-hearing nature: motion is untimely.
2. Burden of Proof: Mr. Burch declined to subpoena the document before the hearing.
3. Lack of Affidavit or Offer of Proof: There's no affidavit attesting to the lack of opportunity to inspect the document at the hearing or proof that Hershon refused to produce it earlier.

I am interested in your substantive position aside from the procedural deficiencies.

<image001.png><image002.png>James Chellis

From: James Chellis

Sent: Tuesday, June 24, 2025 11:09 AM

To: Lawrence Hershon <lawrence@hershonlawfirm.com>; burchschool@gmail.com

Cc: Meagán Kizer <MKizer@dorchestercountysc.gov>
Subject: Motion for Subpoena Duces Tecum of the original wet ink settlement agreement
2023cp1800658

Mr. Hershon,

What is your position on the referenced that was filed yesterday?

Best Regards,

James Chellis
Master-In-Equity

<image001.png> <image002.png>Dorchester County
5200 East Jim Bilton Blvd, St. George, SC 29477
Office: 8438320001
Email: JChellis@dorchestercountysc.gov



STATE OF SOUTH CAROLINA

COUNTY OF DORCHESTER

FILED-RECORDED

IN THE COURT OF COMMON PLEAS
1ST JUDICIAL CIRCUIT

2025 JUN 11 CASE NO. 2023 -CP- 18 - 00658

Comerstone Ventures International, LLC

CHERYL GRAHAM

MOTION AND ORDER INFORMATION
FORM AND COVERSHEET

vs.

Alvin E. Burch, Sr.

Defendant.

CERTIFIED COPY
2025 NOV -3 AM 11:46
CLERK OF COURT
DORCHESTER COUNTY

Plaintiff's Attorney: Lawrence Hershon, Bar No. 77514 Address: 1565 Sam Rittenberg Blvd, Ste 103, Chas 29407 Phone: (843) 829-2022 Fax E-mail: lawrence@hershonlawfirm.com Other:		Defendant's Attorney: Alvin E. Burch, Sr. Pro Se, Bar No. Address: 329 Bertram Rd., Summerville 29485 Phone: (843) 330-9943 Fax E-mail: burchschool@gmail.com Other:	
☐ MOTION HEARING REQUESTED (attach written motion and complete SECTIONS I and III) ☐ FORM MOTION, NO HEARING REQUESTED (complete SECTIONS II and III) ☒ PROPOSED ORDER/CONSENT ORDER (complete SECTIONS II and III)			
SECTION I: Hearing Information Nature of Motion: MOTION FOR ISSUANCE OF SUBPOENA DUCES TECUM AND IN-CAMERA REVIEW Estimated Time Needed: Court Reporter Needed: ☐ YES / ☒ NO			
SECTION II: Motion/Order Type ☐ Written motion attached ☒ Form Motion/Order I hereby move for relief or action by the court as set forth in the attached proposed motion. <i>Alvin E. Burch Sr.</i> Signature of Attorney for ☐ Plaintiff / ☒ Defendant June 11, 20 25 Date submitted			
SECTION III: Motion Fee ☒ PAID - AMOUNT: \$ 25.00 ☐ EXEMPT: (check reason) ☐ Rule to Show Cause in Child or Spousal Support ☐ Domestic Abuse or Abuse and Neglect ☐ Indigent Status ☐ State Agency v. Indigent Party ☐ Sexually Violent Predator Act ☐ Post-Conviction Relief ☐ Motion for Stay in Bankruptcy ☐ Motion for Publication ☐ Motion for Execution (Rule 69, SCRPC) ☐ Proposed order submitted at request of the court; or, reduced to writing from motion made in open court per judge's instructions Name of Court Reporter: ☐ Other:			
JUDGE'S SECTION ☐ Motion Fee to be paid upon filing of the attached order. ☐ Other:		JUDGE CODE _____ Date: _____, 20	
CLERK'S VERIFICATION			
Collected by: _____		Date Filed: _____, 20	
☐ MOTION FEE COLLECTED: \$ _____ ☐ CONTESTED - AMOUNT DUE: \$ _____			

STATE OF SOUTH CAROLINA FILED-RECORDED IN THE COURT OF COMMON PLEAS
 COUNTY OF DORCHESTER 2025 JUN 1 } PM 4: 23 CASE NO.: 2023-CP-18-00658
 FOR THE FIRST JUDICIAL CIRCUIT COURT

Cornerstone Ventures International, LLC CHERYL GRAHAM

Plaintiff, CLERK OF COURT MOTION FOR ISSUANCE OF SUBPOENA
 DORCHESTER COUNTY DUCES TECUM
 AND IN-CAMERA REVIEW

VS.

Alvin E. Burch, Sr.

Defendant.

2025 NOV -3 PM 11:46
 CERTIFIED COPY
 CLERK OF COURT
 DORCHESTER COUNTY

Defendant Alvin E. Burch, Sr., ("Burch"), pro se, respectfully submits this motion to compel production of the original Settlement Agreement purportedly executed by him, which is central to the judgment now under Rule 60(b)(4) review. Given Defendant's denial of execution and irregularities on the face of the document, production is essential to ensure fairness and authenticity in the Court's deliberations.

Defendant, therefore, respectfully moves the Court, pursuant to Rules 45, 26(c), and 60(b)(4), SCRPC, and Rules 1002-1004, SCRE, for an order directing the Clerk of Court to issue a subpoena duces tecum to attorney Lawrence M. Hershon commanding production of the wet-ink originals of:

- (1) the "Settlement Agreement" referenced in page 1, paragraph 1 of the Confession of Judgment in this matter, a purported copy of which was presented at the June 3, 2025 evidentiary hearing.

I. Grounds

1. At the June 3, 2025 evidentiary hearing Mr. Hershon stated the original "settlement agreement" is stored in his office.
2. Under SCRE 1002 the original writing is required to prove its contents when validity is at issue. SCRE 1004 allows secondary evidence only if the original is unavailable "not by the proponent's fault." Here, the original is available and in opposing counsel's possession.
3. The Court is presently deliberating Burch's Rule 60(b)(4) motion to vacate a judgment alleged to be void. Inspection of the original will aid the Court in resolving that motion on a complete record and avoid separate litigation.
4. Defendant affirmatively states that he did not execute the purported Settlement Agreement submitted by Plaintiff and believes the signature on the document was lifted from another document and affixed without authorization. Defendant made the

assertion that he had not previously seen the document on the record during the June 3, 2025 hearing and requests that the Court compel production of the original to investigate the authenticity and integrity of the document.

5. The copy of the purported Settlement Agreement submitted by Plaintiff contains multiple visual and formatting anomalies which further undermine its authenticity:
 - **Pagination Error:** The document purports to be a three-page agreement but is numbered "1, 2, 2," suggesting manipulation or improper assembly.
 - **Signature Faintness:** Of the signatures, Defendant's signature is conspicuously faint in comparison, raising concern that it may have been copied or inserted from another document rather than originally executed on the same page.
 - **Font Discrepancy:** Page 2 contains a sudden and unexplained font change, which is characteristic of copying and pasting from another source—further indicating that the document may have been altered or fabricated.

II. Requested Relief

- A. Issue the attached subpoena duces tecum (Exhibit A) requiring production of the originals within seven (7) days, either to the Court for in-camera review or to all parties simultaneously.
- B. Permit Defendant to file a two-page supplemental brief within three (3) days of production limited to authentication issues.
- C. Grant such other and further relief as the Court deems just.

June 11, 2025


 Alvin E. Burch, Sr., Pro Se
 329 Bertram Rd.
 Summerville, SC 29485
 (843) 330-9943

Other counsel of record:
 Lawrence Hershon, (SC Bar No. 77514)
 The Hershon Law Firm, P.A.,
 1565 Sam Rittenberg Blvd., Suite 103,
 Charleston, SC 29407
 (843) 829-2022
 Attorney for the Plaintiff

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

4 TRANSCRIPT OF
5 HEARING PROCEEDINGS
6 JUNE 3, 2025

7 CORNERSTONE VENTURES INTERNATIONAL, LLC,

8 Plaintiff,

9 Case No. 2023-CP-18-00658

10 vs.

11 ALVIN E. BURCH, SENIOR,

12 Defendant.

13 DATE: June 3, 2025

14 TIME: 9:38 A.M.

15 LOCATION: DORCHESTER COUNTY COURTHOUSE
16 5200 EAST JIM BILTON BLVD.
17 ST. GEORGE, SC 29477

18
19 REPORTED BY: ABBY BISHOP
20 CLARK BOLEN
21 29 Gamecock Avenue, Suite 200
22 Charleston, SC 29407
23 843-762-6294
24 WWW.CLARKBOLEN.COM
25

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A P P E A R A N C E S

BEFORE THE HONORABLE JAMES E. CHELLIS,
MASTER-IN-EQUITY

ON BEHALF OF CORNERSTONE VENTURES INTERNATIONAL,
LLC:

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

ALVIN E. BURCH, SENIOR, PRO SE DEFENDANT
SONYA MOSES, WIFE TO ALVIN E. BURCH, SR.

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I N D E X

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Ex. 1	Waiver, Release, Settlement Agreement
Def's Ex. 1	5/17/2025 E-mail

1 JUDGE CHELLIS: This is Cornerstone
2 Ventures International, LLC, versus Alvin Burch.
3 We're here on a motion to set aside a confession
4 of judgment.

5 Is there anything I need to know before
6 we get the hearing started by either party?

7 MR. HERSHON: I don't believe so, Your
8 Honor.

9 JUDGE CHELLIS: Okay. All right.
10 Mr. Burch, I'll hear from you.

11 MR. BURCH: Yes. Good morning, Your
12 Honor.

13 JUDGE CHELLIS: Good morning.

14 MR. BURCH: If it would please the
15 Court, I would like to start off with a brief
16 opening statement.

17 JUDGE CHELLIS: Sure.

18 MR. BURCH: Your Honor, this began with
19 a 30-day race to keep my family's home. In 2021,
20 I stood before the Charleston County
21 Master-in-Equity pleading with the Court to not
22 sell my family's home in open market in the
23 process of my father's estate being probated.
24 The Court allowed my family 30 days to raise
25 \$385,000 to purchase the house under the estate.

1 No one in my family was able financially to
2 contribute.

3 It was then that I sought help with
4 securing a loan for \$385,000 to buy the house and
5 pay the other heirs their equitable shares in the
6 value of the home.

7 Within a 30-day period, I met an
8 investor, Chris Ogunrinde, who agreed to help me
9 qualify for a loan in that amount. He had the
10 necessary asset portfolio, and I had the credit
11 score and the rehab funds to qualify for a debt
12 service coverage ratio loan.

13 We agreed to form a partnership LLC, 65
14 Carolina, LLC, and pursue the loan. My
15 responsibility was to front the \$75,000 rehab
16 budget and a \$15,000 closing cost for the loan.
17 These two outlays depleted my financial
18 resources. But I was making a sacrifice to
19 preserve what I saw then as my family legacy.

20 In the course of rehabbing the house,
21 the LLC encountered a number of financial
22 setbacks.

23 JUDGE CHELLIS: Excuse me, Mr. Burch.
24 This is all interesting, but I would rather get
25 to the point of your motion than this background

1 history. Let's address the motion rather than
2 this history. I don't want the history to affect
3 my decision on what your motion is all about.

4 MR. BURCH: Okay. Very good, Your
5 Honor.

6 JUDGE CHELLIS: So if you would just
7 address your motion, then I will be glad to hear
8 you on that, and then I'll let Mr. Hershon be
9 heard.

10 MR. BURCH: Very good.

11 JUDGE CHELLIS: Thank you.

12 MR. BURCH: Your Honor, I'm here today
13 to present facts about the voidness of the
14 judgment to be addressed in today's hearing. I
15 intend to demonstrate with facts that the
16 confession of judgment I signed is void according
17 to South Carolina Rules of Civil Procedure
18 60(b)(4).

19 On the merits of my argument today, the
20 judgment is void on the basis of statutory and
21 civil procedure breaches despite any attempts to
22 frame a signed confession of judgment as an
23 automatic waiver of one's right to due process
24 and right for non-prejudiced adjudication.

25 I will address the promissory note and

1 the signing and filing of the confession of
2 judgment, the writ of execution, and the filing
3 and docketing of the judgment.

4 Your Honor, I would like to give a brief
5 summary of the note.

6 JUDGE CHELLIS: Excuse me, again.
7 Mr. Burch, I don't think the note has anything to
8 do with your challenging the confession of
9 judgment.

10 MR. BURCH: Okay, Your Honor.

11 JUDGE CHELLIS: Let's address what you
12 have stated in your motion. And if we get to --
13 if that becomes relevant, we will address it
14 then, but right now I'm really interested in the
15 points that you raised in your grounds for the
16 relief that you're requesting.

17 MR. BURCH: Okay, Your Honor. Your
18 Honor, can I talk to my wife?

19 JUDGE CHELLIS: Absolutely. Yeah, we
20 gave you the accommodation of being able to speak
21 with your wife.

22 MR. BURCH: Thank you, sir. Your Honor,
23 in my 60(b) motion I have four points --

24 JUDGE CHELLIS: Yes, sir.

25 MR. BURCH: -- to discuss.

1 JUDGE CHELLIS: Right.

2 MR. BURCH: So eliminating the note
3 would be eliminating one of my points. This is
4 one of the points that I have to discuss. I have
5 four points.

6 JUDGE CHELLIS: All right. Well, I'm
7 going to give you a little leeway here, but
8 please don't get off the points that you raised,
9 but I will give you a little bit of leeway here
10 to see if I can tie it together in my mind what
11 you are bringing up.

12 I do understand from your motion that
13 there was a -- the confession of judgment states
14 that there was a failure to complete or failure
15 to abide by a settlement agreement. Is that --

16 MR. BURCH: And this is part of the
17 note. This is not all --

18 JUDGE CHELLIS: I mean, the settlement
19 agreement must've related to the note which
20 created the debt between you and whoever the
21 lender was. Is that why you think the note is
22 important?

23 MR. BURCH: I know it is. That's why I
24 would like to bring those four points.

25 JUDGE CHELLIS: That's really getting to

1 the merits in your underlying claim, if there is
2 one. I really think --

3 MR. BURCH: Can you hear the case, Your
4 Honor, and you be the judge and just hear the
5 case because these four points are crucial in
6 me --

7 JUDGE CHELLIS: Well, I'm going to give
8 you -- as I said, I'll give you a little bit of
9 leeway here, but don't get far into the details
10 --

11 MR. BURCH: I won't.

12 JUDGE CHELLIS: -- because it's not
13 important.

14 MR. BURCH: I want just a short period.
15 Just short. Very short.

16 JUDGE CHELLIS: All right. Well, go
17 ahead.

18 MR. BURCH: The note set principal at
19 \$65,000; maturity, October 1st, 2022; interest of
20 \$10,000 and effective 30.77 percent APR.

21 JUDGE CHELLIS: Well, let me stop you
22 right there because who is the note between?

23 MR. BURCH: The note is between me and
24 the defendant. I mean, the plaintiff.

25 JUDGE CHELLIS: And the plaintiff is

1 this Cornerstone, LLC -- Ventures, LLC?

2 MR. BURCH: That is correct.

3 JUDGE CHELLIS: Weren't you part of that
4 company?

5 MR. BURCH: No.

6 JUDGE CHELLIS: Okay. I thought you
7 were.

8 MR. BURCH: No.

9 JUDGE CHELLIS: All right. Go ahead.

10 MR. BURCH: The April 2022 note sets
11 principal at \$65,000 maturity, maturing on
12 October the 1st, 2022, interest set at \$10,000
13 and effective 30.77 percent APR.

14 Upon the default, borrower must pay \$100
15 per day for 30 days to a maximum of \$3,000 and
16 then surrender 10 percent of his equity and
17 investment property.

18 Because this transaction exceeds the
19 \$25,000 cap and is not secured by the borrower's
20 real property interest, it falls outside the
21 South Carolina consumer protection codes.

22 JUDGE CHELLIS: Look, look. Don't go
23 down that road. Tell me why the confession of
24 judgment is not valid.

25 MR. BURCH: Your Honor, can I speak to

1 my wife for a second?

2 JUDGE CHELLIS: Sure.

3 MR. BURCH: And, again, Your Honor, I'm
4 building my case under --

5 JUDGE CHELLIS: All right.

6 MR. BURCH: -- the validity of the note.
7 The note was --

8 JUDGE CHELLIS: And it's irrelevant. It
9 is absolutely irrelevant to the confession of
10 judgment being invalid --

11 MR. BURCH: Very good.

12 JUDGE CHELLIS: -- period. Tell me why
13 the confession -- you had some pretty good
14 arguments in your motion. I don't know why you
15 don't just go down those arguments.

16 MR. BURCH: I will, Your Honor. Thank
17 you, sir.

18 JUDGE CHELLIS: And if you want to just
19 rely on the written motion, I'm satisfied with
20 that.

21 MR. BURCH: I would like to continue.

22 JUDGE CHELLIS: If it's anything you can
23 add to the written motion would be helpful --

24 MR. BURCH: Okay, Your Honor.

25 JUDGE CHELLIS: -- but anything beyond

1 that is not really helpful to me.

2 MR. BURCH: Very good. Thank you, sir.

3 The confession of judgment signing and oath. A
4 valid confession of judgment in the state of
5 South Carolina must meet certain prerequisites.
6 Several prerequisites were not met in the
7 execution of this judgment.

8 JUDGE CHELLIS: Okay. What were they?

9 MR. BURCH: As a result, the clerk was
10 stripped of subject matter jurisdiction.

11 First, the confession filed did not
12 contain a debtor's oath, as no oath was
13 administered to me.

14 Second, the confession bears a
15 fabricated attestation in that one of the
16 witnesses signed without having actually
17 witnessed my signing.

18 Third, there's no notary seal on the
19 judgment.

20 Two subscribing witnesses prove only
21 that I signed it. They cannot substitute for the
22 sworn verification 15-35-360 demands.

23 The filing and the docketing of the
24 confession. The confession of judgment should
25 have been accompanied by the affidavit referred

1 in the confession of judgment and also
2 statutorily required. No such affidavit
3 accompanies the confession of judgment. Neither
4 does the settlement agreement referenced in the
5 document because South Carolina code 15-35-360
6 makes a sworn verification and condition
7 precedent to entry.

8 JUDGE CHELLIS: Precedent, maybe.

9 MR. BURCH: Thank you, Your Honor.

10 The clerk had no subject matter
11 jurisdiction to treat the paper as a judgment. A
12 judgment entered without statutory authority is
13 void ab initio and must be vacated under
14 Rule 60(b)(4).

15 Furthermore, the clerk never signed
16 officially an entry but entered a certification
17 transcript 24 days after the judgment was filed.

18 Furthermore, Section 15-35-370 requires
19 that the confession of judgment has the statement
20 and affidavit with the judgment, endorsed, shall
21 thereupon become the judgment rule.

22 Because no sworn affidavit jurat
23 accompanied the statement, the statutory
24 blueprint was never completed, and no lawful
25 judgment rule was created.

1 Absent that affidavit, the clerk
2 attempted to docket the confession of judgment on
3 October 26th, 2023; exceeded the clerk's power
4 and produced a nullity rather than a valid
5 judgment.

6 Writ of execution. Rule 62(a) of the
7 South Carolina Rules of Civil Procedure provide
8 that, Unless otherwise ordered by the Court, no
9 execution shall issue upon a judgment nor shall
10 proceedings be taken for its enforcement until
11 the expiration of ten days after entry.

12 I was not afforded this provision. My
13 due process rights were violated.

14 In fact, the writ of execution was
15 issued on October the 5th prior to the ten-day
16 stay expiration and only three days after the
17 judgment was filed.

18 Your Honor, I would like to call my
19 witnesses. And the first witness, Your Honor --
20 I'd love to be able to call Attorney Hansbarger.
21 How do you pronounce it?

22 MS. HANSBARGER: Hansbarger.

23 MR. BURCH: Hansbarger. Very good.

24 EMILY HANSBARGER,
25 having been first duly sworn, was examined and

1 testified as follows:

2 JUDGE CHELLIS: Have a seat. Answer any
3 questions Mr. Burch may have.

4 DIRECT EXAMINATION

5 BY MR. BURCH:

6 Q. Thank you for coming today, Attorney
7 Hansbarger.

8 A. My pleasure.

9 Q. How long have you worked with Attorney
10 Closser?

11 A. I began working on February 1st of 2022.

12 Q. Okay. And are you presently employed
13 there?

14 A. No, sir.

15 Q. Okay. Can you state where you are
16 employed now?

17 A. Brownlee, Whitlow, & Praet.

18 Q. And you have been there since?

19 A. April 23rd of 2025.

20 Q. Okay. Attorney Hansbarger, have you
21 ever met me prior to today?

22 A. Based upon my witnessing of your
23 signature, I believe so, but I do not recall.

24 Q. Do you remember standing watching me
25 sign the confession of judgment?

1 A. Again, based on my signature witnessing
2 your signature on the confession of judgment, I
3 believe I was present, but I do not recall.

4 Q. Can you recall where this took place?

5 A. I don't know for certain, but I believe
6 it was most likely in our firm. That is the only
7 time I'm there to witness signatures.

8 Q. In your office, in Attorney Closser's
9 office? Where would you say?

10 A. Typically, when we have people sign a
11 confession of judgment, it has been in our lobby
12 of the firm, but it's not all the time so I'm
13 unaware. I don't recall.

14 MR. BURCH: I have no other questions.

15 MR. HERSHON: Your Honor, may I
16 cross-examine the witness?

17 JUDGE CHELLIS: Pardon me?

18 MR. HERSHON: May I question the
19 witness?

20 JUDGE CHELLIS: Yes.

21 (Exhibit No. 1 was marked for
22 identification.)

23 MR. HERSHON: May I approach the
24 witness, Your Honor?

25 JUDGE CHELLIS: Certainly.

1 CROSS-EXAMINATION

2 BY MR. HERSHON:

3 Q. Ms. Hansbarger, I'm handing you
4 Exhibit 1. Have you seen that document before?

5 A. Yes.

6 Q. Can you tell me what it is?

7 A. It's the confession of judgment executed
8 by the defendant.

9 Q. And on page 2, is one of those
10 signatures under Witnesses yours?

11 A. Yes, it's the second one under the
12 Witnesses, the last one.

13 Q. And you're certain that's your
14 signature?

15 A. Yes.

16 Q. Okay. We've worked, obviously, with
17 each other on a couple cases; is that right?

18 A. Yes.

19 Q. Did we work opposite of each other on
20 this case?

21 A. No.

22 Q. Did you spend any billable time on this
23 case?

24 A. Not to my knowledge, no.

25 Q. Okay. Do you have any doubt that when

1 you signed as a witness you'd be present for the
2 witness's signature?

3 A. I have no doubt that I wasn't present.
4 Our procedure is when we need a witness is that
5 we have that person attend and witness the actual
6 signature of the person signing.

7 Q. And do you have any reason to believe
8 that that procedure was not followed here?

9 A. No.

10 Q. And while you said earlier that you
11 couldn't recall a few things, you know, questions
12 that Mr. Burch said to you about specifics of the
13 day, as an attorney, you're dealing with lots of
14 different matters every day; is that fair?

15 A. Yes.

16 Q. Okay. And, in your belief, is it
17 reasonable that witnessing a certain signature in
18 July of 2023 may not be something that you recall
19 directly?

20 A. That is correct. Typically, when
21 somebody just needs a signature, it's very quick.
22 We witness, and then we go back to doing whatever
23 work we have for that day.

24 Q. Okay. Thank you. No further questions.

25 JUDGE CHELLIS: Any redirect?

1 MR. BURCH: No, Your Honor.

2 JUDGE CHELLIS: Ms. Hansbarger, have you
3 ever executed a document in which you did not see
4 the signator witness the execution of the
5 document -- sign the execution?

6 Have you ever, ever, ever signed a
7 document where you did not witness the signature
8 of the person executing the document?

9 MS. HANSBARGER: No, Your Honor.

10 JUDGE CHELLIS: Okay. Thank you.

11 MS. HANSBARGER: Thank you.

12 JUDGE CHELLIS: That's all I have.

13 MR. BURCH: Okay. I would like to call
14 my second witness, Your Honor, Attorney Closser.

15 JUDGE CHELLIS: Mr. Closser, how are you
16 this morning?

17 MR. CLOSSER: I am well, Judge. How are
18 you?

19 JUDGE CHELLIS: I'm well. Put your left
20 hand on the bible and raise your right hand.

21 ZACHARY J. CLOSSER,
22 having been first duly sworn, was examined and
23 testified as follows:

24 JUDGE CHELLIS: Mr. Burch.

25

1 DIRECT EXAMINATION

2 BY MR. BURCH:

3 Q. Good morning, Attorney Closser.

4 A. Good morning, Mr. Burch.

5 Q. Thank you for coming.

6 A. Sure.

7 Q. I sent you an e-mail on May the 16th
8 requesting that you prepare an affidavit for me.

9 A. Correct.

10 Q. And you told me that you were reluctant
11 to do that for me. However, would you mind
12 reading -- you responded to that e-mail on
13 May 17th. Would you mind reading your e-mail
14 back to me?

15 A. Should I recall --

16 Q. Would you need me to read mine first?

17 A. I recall the exchange.

18 Q. Okay. Would you mind reading it to the
19 Court?

20 A. That's fine. Whatever you want. Thank
21 you.

22 Mr. Burch, I cannot provide the
23 affidavit as requested. I remember you coming
24 into my office and signing the confession of
25 judgment in my reception area. I do not recall

1 who all was present, but it was signed and
2 witnessed by Emily Hansbarger, an attorney in my
3 office, and myself so I believe that to be true.

4 You are correct that I did not
5 administer an oath when you signed. But if
6 asked, I will testify that you signed it
7 knowingly and freely of your own volition as a
8 part of the settlement agreement entered into by
9 the parties.

10 What time is the hearing on the 3rd?

11 Zach.

12 Q. Okay. In reference to that e-mail --
13 let me see if I have my copy. One second.

14 MR. BURCH: I'm sorry, Your Honor. I
15 have it right here.

16 JUDGE CHELLIS: Are you going to enter
17 this into the record? I don't recall this being
18 part of -- is it an exhibit to your motion?

19 MR. BURCH: Yes, sir. I have it.

20 Q. Mr. Closser, you mentioned that --

21 JUDGE CHELLIS: Hold on a second. Just
22 hold on. Do you want this entered into the
23 record?

24 MR. BURCH: Yes, sir.

25 JUDGE CHELLIS: All right. Let's mark

1 that as Defendant's Exhibit 1.

2 (Defendant's Exhibit No. 1 was marked
3 for identification.)

4 MR. BURCH: Question.

5 COURT REPORTER: One second.

6 JUDGE CHELLIS: Hold on. Let me see
7 that again. Before you start, let me read this
8 again. Okay. Go ahead.

9 MR. BURCH: Yes. Thank you, Your Honor.

10 BY MR. BURCH:

11 Q. Mr. Closser, how many times have you met
12 me? Do you remember? How many times would you
13 say you've met me?

14 A. A handful. No more than three probably.
15 I don't specifically remember.

16 Q. You don't? First of all, do you
17 remember me being your client?

18 A. Yes. Yes, yes, of course.

19 Q. And my testimony is that I've only met
20 you one time in your office.

21 A. Okay.

22 Q. And that was in your lobby.

23 A. That could be true.

24 Q. You and I spoke several times over the
25 phone, but we never met in person. As a matter

1 fact, I don't even know you when you came up the
2 steps. I didn't know you were Attorney Zach
3 Closser.

4 Is it customary that when your clients
5 come into the office, you sign documents in your
6 lobby or in your office? Where do you normally
7 -- a client for the first time, where do you
8 normally --

9 A. It depends. The reception area can be
10 customary or a conference room.

11 Q. Okay. And the day that we signed the
12 confession of judgment, do you recall bringing
13 that form to me in the lobby, us standing in the
14 lobby?

15 A. I do not recall that.

16 Q. You don't recall that. Okay. Do you
17 recall watching me sign the document?

18 A. Not specifically, no.

19 Q. Okay. Do you recall administering an
20 oath?

21 A. I do not.

22 Q. Do you recall having a notary to --

23 A. There is no notary.

24 Q. When you say there --

25 A. The signature was not notarized.

1 Q. Right. So you are testifying that the
2 confession of judgment was not notarized?

3 A. That is correct.

4 Q. Okay. And you are testifying that there
5 was no oath administered?

6 JUDGE CHELLIS: Mr. Burch, you can ask
7 him a direct question, but you can't lead him.

8 MR. BURCH: Okay. Thank you, Your
9 Honor.

10 JUDGE CHELLIS: So the question would
11 be, Is there a notary?

12 MR. BURCH: Okay.

13 JUDGE CHELLIS: That would be a proper
14 question. But you can't say, You're testifying
15 that this is happening. Just ask him the
16 question.

17 MR. BURCH: Yes, sir.

18 BY MR. BURCH:

19 Q. Mr. Closser, you also mentioned in your
20 e-mail that you could testify that I signed the
21 document freely and on my own volition as part of
22 the settlement agreement. So you testified --

23 JUDGE CHELLIS: Whoa, whoa, whoa, whoa.
24 That's not what he says in the letter. It says,
25 "If asked, I will testify."

1 MR. BURCH: Okay. I'm asking him, Your
2 Honor.

3 BY MR. BURCH:

4 Q. Can you testify that I signed the
5 confession of judgment on my own validity,
6 freely?

7 A. Yes.

8 Q. And how would you come to that
9 consensus?

10 A. Based on our conversations and the fact
11 that you came in and executed the document as
12 part of the settlement terms.

13 Q. Based on -- okay. When you mention the
14 settlement terms, are you talking about the
15 settlement terms of my business partner and
16 myself, Chris Ogunrinde, or are you talking about
17 a settlement agreement between me and the
18 plaintiff?

19 A. Ask that again.

20 Q. When you mentioned that you --

21 JUDGE CHELLIS: What settlement
22 agreement are you talking about?

23 Q. What settlement agreement are you
24 talking about?

25 A. The underlying matter that gave rise to

1 the confession of judgment.

2 Q. Okay. Now, the reason I'm confused is
3 because there's one settlement agreement that I'm
4 aware of. That's between Chris Ogunrinde as far
5 as breaking up the proceeds. That was a
6 settlement agreement that you handled. There's
7 no other copy of a settlement agreement --

8 JUDGE CHELLIS: Mr. -- hold on a second,
9 Mr. Burch. You're conflating or confusing
10 testimony questioning him and your own testimony.

11 MR. BURCH: Okay.

12 JUDGE CHELLIS: Now you can ask him a
13 question, but I'm not going to let you testify --

14 MR. BURCH: Yes, sir.

15 JUDGE CHELLIS: -- in the course of your
16 question.

17 MR. BURCH: I understand.

18 JUDGE CHELLIS: I will let you come back
19 in here -- after you've questioned your
20 witnesses, you can come in and you can be your
21 witness.

22 MR. BURCH: Yes, sir.

23 JUDGE CHELLIS: Okay?

24 MR. BURCH: Okay.

25 JUDGE CHELLIS: But don't tell him what

1 you said and then -- because it's just an
2 improper question to begin with.

3 MR. BURCH: Yes, sir.

4 JUDGE CHELLIS: And it's really -- the
5 big problem is it's pinning what you say against
6 what he says.

7 MR. BURCH: I understand.

8 JUDGE CHELLIS: And that's an improper
9 question. You can't do it. So just ask him
10 simply what the court issue is.

11 MR. BURCH: Okay.

12 BY MR. BURCH:

13 Q. Mr. Closser, I'm going to rephrase that
14 question. What settlement? I'm confused so --

15 JUDGE CHELLIS: I don't care about you
16 being confused. Ask him what you want to ask
17 him.

18 MR. BURCH: Okay.

19 Q. What settlement are you talking about?
20 You said settlement agreement.

21 A. I'm referencing the settlement agreement
22 that's referencing the confession of judgment.

23 Q. Okay. What --

24 JUDGE CHELLIS: All right. Stop right
25 there. What is that settlement agreement,

1 Mr. Closser?

2 MR. CLOSSER: I mean, to just read from
3 the confession, the settlement agreement to
4 resolve obligations to Cornerstone Ventures
5 International, LLC.

6 JUDGE CHELLIS: Did you negotiate the
7 settlement agreement with this party?

8 MR. CLOSSER: That is my recollection.

9 JUDGE CHELLIS: Do you recall what the
10 settlement agreement was?

11 MR. CLOSSER: I do not.

12 JUDGE CHELLIS: Was it in writing?

13 MR. CLOSSER: It was.

14 MR. HERSHON: I mean, I'll have
15 cross-examination that will answer those
16 questions for you.

17 JUDGE CHELLIS: Okay. Well, all right.
18 Go ahead.

19 MR. CLOSSER: I did not review my file
20 prior to coming here today. I reviewed the
21 e-mail that we just discussed. I remember
22 resolving the matter and you coming into my
23 office and signing the confession of judgment as
24 a part of that resolution.

25 JUDGE CHELLIS: Okay. Go ahead. He's

1 stating he doesn't recall what the settlement
2 agreement was other than it resolved a dispute.

3 MR. BURCH: Right. One second, Your
4 Honor, please.

5 BY MR. BURCH:

6 Q. Could you tell me if it's common
7 practice to attach a settlement agreement to a
8 confession of judgment?

9 A. It would not be common practice. No.

10 Q. Okay. My question is, with the clerk
11 sending out a writ of execution based on a signed
12 confession or a settlement agreement -- well, it
13 describes there's a certain settlement agreement.
14 What would they be going on if there's not one
15 attached?

16 A. I have no idea.

17 MR. BURCH: I have no further questions,
18 Your Honor.

19 JUDGE CHELLIS: Okay.
20 Cross-examination?

21 CROSS-EXAMINATION

22 BY MR. HERSHON:

23 Q. Good morning, Mr. Closser. How are you?

24 A. Good morning. I'm well. Thank you.

25 Q. All right. So the case is captioned in

1 the confession of judgment, Cornerstone Ventures
2 International, LLC versus Alvin Burch, Senior.
3 It's the case that we're hearing today. The case
4 that ends in 658.

5 Were you the attorney of record prior to
6 the confession of judgment to Mr. Burch?

7 A. Yes.

8 Q. You no longer represent him today?

9 A. Correct.

10 Q. Okay.

11 MR. HERSHON: May I approach the
12 witness, Your Honor?

13 JUDGE CHELLIS: Let me get straight on
14 what you just asked him. You were an attorney of
15 record in which case? Was this some litigation
16 or just a matter of negotiating some sort of
17 arrangement? I'm not sure what you mean by
18 attorney of record.

19 MR. HERSHON: I guess it wouldn't be a
20 question. Your Honor, it was a lawsuit.

21 JUDGE CHELLIS: Hold on. What record
22 are you referring to? He was an attorney of
23 record. In what record?

24 MR. HERSHON: Attorney of record in case
25 number 2023-CP-18-658. This matter first started

1 as a lawsuit, summons and complaint.

2 JUDGE CHELLIS: Okay.

3 MR. HERSHON: It was filed as a summons
4 and complaint, was litigated to some extent, and
5 then a settlement occurred that then resulted in
6 the filing of the confession of judgment
7 eventually that stayed all under the same
8 caption.

9 JUDGE CHELLIS: I'm a little confused,
10 Mr. Hershon, because he does not appear of record
11 in this case. Mr. Burch filed an answer to the
12 complaint. I don't see where Mr. Closser has
13 ever been recognized as counsel in this
14 particular matter for Mr. Burch.

15 MR. CLOSSER: That's interesting.

16 MR. HERSHON: I'm trying to recall.

17 JUDGE CHELLIS: I'm going to open the
18 answer up, and I'll just tell you. The
19 contesting answer is three pages long, and it's
20 signed by Alvin E. Burch, June 5th, 2023.

21 BY MR. HERSHON:

22 Q. Okay. If that's the case, based on the
23 record there, then you were still retained by
24 Mr. Burch?

25 A. I was.

1 Q. And did you assist in negotiating a
2 settlement of this lawsuit?

3 A. I did.

4 Q. Okay. And perhaps if you never had
5 filed a pleading of any kind because he had filed
6 an answer, you didn't have to make an appearance?

7 A. Perhaps not.

8 Q. Okay.

9 MR. HERSHON: Thank you, Judge, for
10 that. I don't know how I missed that in my
11 review.

12 Q. Did I put in front of you Exhibit 2?

13 A. Yes.

14 JUDGE CHELLIS: What I don't understand
15 is how you filed an affidavit of default when he
16 filed over his answer. How did that happen?

17 MR. HERSHON: I'd have to look at the
18 timing, Your Honor, but he may have either mailed
19 it to me. I'd have to look at the dates. You
20 know what. I find quite often when a pro se
21 makes a filing, sometimes it doesn't appear until
22 later. I don't get an e-mail notification of it.

23 JUDGE CHELLIS: Well, let me just give
24 you some dates. The answer was filed on
25 June 5th, 2023. Your affidavit of default was

1 filed June 22nd, a couple of weeks later. So you
2 filed an affidavit of default two weeks after he
3 filed his answer. Almost three weeks.

4 MR. HERSHON: The only thing I can think
5 of at the time, Your Honor, is that I've had
6 periods of time where -- because I certainly
7 would review the record before that, that it
8 wasn't served on me and that it wasn't shown.

9 I've had times where with the clerk's
10 office, something gets stamped as filed because
11 how a pro se doesn't e-file and the docket
12 doesn't catch up for some time to show that.
13 That's been true about motions that have been
14 filed by Mr. Burch in this case. He does serve
15 them on me, but when I look online, they're not
16 there yet.

17 JUDGE CHELLIS: I gotcha. Okay.

18 BY MR. HERSHON:

19 Q. Mr. Closser, have you had time to review
20 the document that's in front of you?

21 A. Briefly, yes.

22 Q. Okay. What is it titled?

23 A. Waiver, General Release and Settlement
24 Agreement.

25 Q. Okay. And in the first paragraph there,

1 who are the parties to this agreement?

2 A. Cornerstone Ventures International, the
3 plaintiff, in the matter referenced previously
4 and Alvin Burch, Senior, the defendant.

5 Q. On the final page it should be -- well,
6 it's page 3, but it still has a number 2 on the
7 bottom of it.

8 A. Yes.

9 Q. There is a statement of I, Zachary
10 Closser, as counsel for Alvin Burch, Senior, sign
11 this agreement for the purposes of Rule 43(k)
12 SCRCF. Do you see that statement?

13 A. Yes.

14 Q. Did you sign under that statement?

15 A. Yes.

16 Q. Is Mr. Burch's signature on this page as
17 well?

18 A. Yes.

19 Q. Do you recall at all any of the
20 negotiations that we had back-and-forth related
21 to this agreement?

22 A. I do not.

23 Q. Okay. But by signing under Rule 40 --
24 you did sign per what the requirements are under
25 Rule 40(k), correct?

1 A. That's correct.

2 Q. The settlement agreement, the first
3 paragraph deals with the payment that is owed
4 under the settlement agreement; is the right?

5 A. Correct.

6 Q. And then the second paragraph outlines
7 what a default would -- if the default occurred
8 how a default is defined; is that right?

9 A. That's correct.

10 Q. And then paragraph 3 details a
11 confession of judgment being executed
12 contemporaneously with this agreement; is that
13 right?

14 A. That is correct.

15 Q. And it states that that confession of
16 judgment will be in the amount of \$100,000; is
17 that right?

18 A. Yes.

19 Q. And the payment deadline stated in
20 paragraph one is August 30th, 2023; is that
21 right?

22 Sorry. It says, the earlier of the
23 closing on the 65 Carolina Street sale or
24 August 30th, 2023?

25 A. That's right.

1 Q. Okay. Do you recall having any
2 involvement after -- I guess the signature date
3 that we've talked about was July 7th, 2023,
4 correct, on the confession of judgment? And
5 that's back to Exhibit 1.

6 A. Correct.

7 Q. Okay. The settlement agreement refers
8 to the confession of judgment being executed
9 contemporaneously with the settlement agreement;
10 is that right?

11 A. That's right.

12 Q. Do you have any reason to believe that
13 these two documents were not signed together when
14 Mr. Burch visited your office on July 7th, 2023?

15 A. I do not.

16 Q. And then turning back to Exhibit 1, the
17 confession of judgment. In paragraph 1 on
18 page 1, it starts out saying that Alvin E. Burch,
19 Senior, hereby under oath and in accordance with
20 the provisions of the South Carolina code.

21 That's how the confession of judgment
22 starts out; is that correct?

23 A. That's how it reads. Yes.

24 Q. Okay. And then on page 2, Mr. Burch
25 signed under a line that says he acknowledges

1 that he has read carefully the confession of
2 judgment and understands its significance.

3 Do you see those lines?

4 A. I do.

5 Q. And again, that's your witness signature
6 on that page?

7 A. Yes.

8 Q. Okay. Do you have any reason to believe
9 you'd ever witnessed a signature of someone
10 without being present throughout your legal
11 career?

12 A. Never.

13 MR. HERSHON: No further questions, Your
14 Honor.

15 JUDGE CHELLIS: Are you admitting that
16 this settlement agreement is --

17 MR. HERSHON: I guess I need to move for
18 Exhibit 1 and Exhibit 2 to be admitted into
19 evidence.

20 JUDGE CHELLIS: Let me take a look at
21 those, please. Was this agreement reached
22 pursuant to mediation, Mr. Closser?

23 MR. CLOSSER: It wasn't as I recall. It
24 was just negotiated between Mr. Hershon and
25 myself.

1 JUDGE CHELLIS: Okay. So when you
2 signed the agreement under Rule 43(k), it was an
3 agreement reduced to writing and signed by the
4 parties which would've included Mr. Burch,
5 somebody for Cornerstone, and then your signature
6 under the statement pursuant to Rule 43(k)?

7 MR. CLOSSER: Both attorneys I recall.

8 JUDGE CHELLIS: Right. And then both
9 attorneys are, you and Mr. Burch. So did this
10 settlement agreement end the case?

11 MR. CLOSSER: It did.

12 JUDGE CHELLIS: It did end the case?

13 MR. CLOSSER: Yes.

14 JUDGE CHELLIS: Okay. All right. Did
15 you go over the confession of judgment with
16 Mr. Burch?

17 MR. CLOSSER: I'm sure I did. I don't
18 specifically remember.

19 JUDGE CHELLIS: Okay.

20 MR. CLOSSER: I mean, we certainly
21 traded e-mails exchanging the settlement
22 documents.

23 JUDGE CHELLIS: Do you recall if you
24 drafted this settlement agreement or did
25 Mr. Hershon?

1 MR. CLOSSER: It does not appear to be
2 drafted by me.

3 JUDGE CHELLIS: All right. That's all I
4 have for him. You may have some redirect,
5 Mr. Burch.

6 MR. BURCH: Yes, sir.

7 JUDGE CHELLIS: What are you referring
8 to?

9 MR. BURCH: For the record, this new
10 document here, the Waiver, General Release, and
11 Settlement Agreement. For the record, Your
12 Honor, this is my first time ever -- I don't
13 recall ever seeing the document.

14 REDIRECT EXAMINATION

15 BY MR. BURCH:

16 Q. And I would like to ask Attorney
17 Closser, where did I sign this document? Where
18 were we located?

19 A. Again, I don't specifically remember,
20 but I'm assuming it was at the same place you
21 signed the confession. I don't remember.

22 JUDGE CHELLIS: What's the date on that
23 agreement?

24 MR. CLOSSER: The settlement agreement
25 is undated.

1 Q. And the last page doesn't bear any dates
2 of signature. Is that common? Where it says,
3 Alvin E. Burch, Senior, and then it says date and
4 it's blank. And then it says, Cornerstone
5 Ventures International, date blank. And then it
6 has Attorney Zach Closser as counsel. And then
7 it has -- I don't know the other signature.

8 But my question is, where is the
9 original? Where is the original document?

10 A. I couldn't tell you.

11 Q. Is there an original document, do you
12 know?

13 A. I don't know. I assume so, but I don't
14 know.

15 Q. Do you know if the original document was
16 filed at the clerk's office?

17 A. I'm sure it was not.

18 Q. And you would say "not" because why?
19 Why would you be sure that it wasn't filed?

20 A. Settlement agreements are rarely filed
21 with the clerk's office.

22 Q. Okay. Are settlement agreements a part
23 of a confession of judgment to have the clerk
24 issue a writ of execution?

25 A. I'm not sure I know what you mean.

1 JUDGE CHELLIS: I don't understand the
2 question either.

3 Q. Do the clerks need that signed
4 confession of judgment to complete its judicial
5 role? Because, you know, the clerk has to
6 certify that document, has to certify it.

7 JUDGE CHELLIS: Right. Okay.

8 MR. BURCH: And the clerk needs
9 everything present to certify it.

10 JUDGE CHELLIS: I don't think that's
11 true.

12 Q. The only question I have is that --

13 JUDGE CHELLIS: Let me just.

14 MR. BURCH: -- they are going by a
15 certain --

16 JUDGE CHELLIS: Hold on a second, Mr.
17 Burch. Let me just clarify. When a confession
18 of judgment is presented to the clerk, she will
19 enter that into the record in the case.

20 And, apparently, what you're arguing is
21 that Mr. Hershon two days later turned around and
22 requested that she sign a writ of execution
23 directing the sheriff to execute on any property
24 that you might have.

25 That's what you say is an error because

1 it should have been done ten days after the entry
2 of the judgment?

3 MR. BURCH: That's correct.

4 JUDGE CHELLIS: Correct?

5 MR. BURCH: That's correct.

6 JUDGE CHELLIS: Okay. I get that. But
7 to answer your --

8 MR. BURCH: And --

9 JUDGE CHELLIS: Hold on a second.
10 You're trying to get Mr. Closser to tell you
11 whether or not a settlement agreement that
12 supports the failure to -- the failure of the
13 settlement agreement -- a default in the
14 settlement agreement, in other words.

15 A failure to comply with the settlement
16 agreement is another way of saying it would not
17 necessarily be a part of or filed along with the
18 confession of judgment. It's just not done.

19 MR. BURCH: Well, your Honor, I would
20 ask the Court to scratch this because there are
21 no dates here. I mean, this could've been a
22 sheet of paper, a last sheet of paper attached to
23 something else. There are no signatures. There
24 are no --

25 JUDGE CHELLIS: That's a question of

1 fact for me to decide. I'll take that under
2 consideration, but I'm not going to tell you I'm
3 going to declare it void or anything. Documents
4 oftentimes are not dated. It's very common.

5 MR. BURCH: But, Your Honor, you're
6 talking about a document that's --

7 JUDGE CHELLIS: The problem I'm having
8 with it is that I don't see an original. That's
9 a legitimate issue.

10 Mr. Hershon, do you have the original?

11 MR. HERSHON: I do in my office I
12 presume. I didn't look for it today.
13 Paragraph 13 states that the parties may execute
14 this agreement in counterparts. And it says, A
15 telecopied or scanned signature shall have the
16 same force and effect as an original signature,
17 which is a very common boilerplate term in many
18 contracts and agreements including settlement
19 agreements.

20 JUDGE CHELLIS: Do you have the original
21 in your office?

22 MR. HERSHON: It's maintained in my
23 office. Yes. I mean, Mr. Closser and I would
24 have e-mailed back copies. Looking back at
25 e-mails, I know there was an e-mail from

1 Mr. Closser to me. Whether it was on July 7th or
2 not I'd have to look, but we certainly e-mail
3 scanned copies back to say, Hey, this is
4 complete, as standard practice within a
5 settlement issue.

6 JUDGE CHELLIS: Okay. Go ahead.

7 MR. BURCH: No more questions, Your
8 Honor.

9 JUDGE CHELLIS: Okay. Thank you.
10 Anything from --

11 MR. HERSHON: Your Honor, I would ask if
12 both witnesses can be released so that they don't
13 have to wait through the rest of the hearing.

14 JUDGE CHELLIS: Okay. I don't have an
15 objection to that. Do you?

16 MR. BURCH: I don't. No.

17 JUDGE CHELLIS: Release them?

18 MR. BURCH: Yes, sir.

19 JUDGE CHELLIS: Thanks a lot.

20 MR. CLOSSER: Thank you all.

21 JUDGE CHELLIS: Have a good day.

22 MR. CLOSSER: You too.

23 MR. BURCH: Your Honor, I'd love to read
24 my affidavit.

25 JUDGE CHELLIS: It's not necessary to

1 read it. You want me to have it entered into the
2 record, is that what you're saying?

3 MR. BURCH: Yes, sir. I want to have it
4 entered into the record.

5 JUDGE CHELLIS: All right. The
6 affidavit you attached to your motion is now part
7 of the record.

8 MR. HERSHON: It's the affidavit that
9 you previously filed with the Court? Or is it --

10 MR. BURCH: Yes, it is.

11 MR. HERSHON: -- a new affidavit?

12 MR. BURCH: It's my testimony of me
13 going into Zach Closser's office. Me and
14 Attorney Zach Closser being the only person in --

15 JUDGE CHELLIS: I saw that. I read it.

16 MR. BURCH: Okay. Good.

17 JUDGE CHELLIS: You don't have anything
18 to add to that?

19 MR. BURCH: No, sir. Just that the
20 document -- those things were left blank. I
21 signed it, walked out, and both spaces were
22 blank. I didn't see any other person. I asked
23 Attorney Closser for a copy.

24 JUDGE CHELLIS: Hold on a second. I'm a
25 little confused on what you're telling me there.

1 What are you speaking of, the confession
2 of judgment or the settlement agreement?

3 MR. BURCH: The confession of judgment.
4 The confession of judgment, I never received it.

5 JUDGE CHELLIS: All right. Let me just
6 ask Mr. Hershon. Do you have any questions you
7 want to cross-examine him on his affidavit?

8 MR. HERSHON: It's either as to his
9 affidavit or the testimony he has been giving so
10 far through his questions. I certainly would
11 like to call Mr. Burch as a witness.

12 JUDGE CHELLIS: Yeah, I think that makes
13 sense. Okay. Mr. Burch, before he calls you,
14 let me make sure I've got this right. You are
15 relying on the affidavit of Alvin E. Burch that's
16 filed with your motion. It's Exhibit B attached
17 to the motion as your testimony regarding
18 execution of the confession of judgment?

19 MR. BURCH: Yes, Your Honor.

20 JUDGE CHELLIS: Let me make sure I -- so
21 what I'm going to allow you to do at this point,
22 Mr. Hershon, is cross-examine him on that
23 testimony. Okay?

24 MR. HERSHON: Okay.

25 JUDGE CHELLIS: Go ahead. Come on up.

1 He's going to cross-examine you on your
2 affidavit, basically. You may call him in your
3 defense. I'm going to allow him to testify to
4 other matters in addition to what might be
5 subject to cross-examination.

6 MR. HERSHON: Okay.

7 JUDGE CHELLIS: Is that fair?

8 MR. HERSHON: I understand your
9 position. Yes. Sounds fair.

10 JUDGE CHELLIS: So raise your right
11 hand, Mr. Burch.

12 ALVIN E. BURCH, SENIOR,
13 having been first duly sworn, was examined and
14 testified as follows:

15 JUDGE CHELLIS: All right. Have a seat.
16 Do you feel comfortable up here?

17 MR. BURCH: Yes, sir. This is where I
18 always sat as a --

19 JUDGE CHELLIS: All right. You're able
20 to hear? Do you have any confusion today?

21 MR. BURCH: I'll render my wife if I do.

22 JUDGE CHELLIS: All right.

23 MR. BURCH: I promise you.

24 JUDGE CHELLIS: Okay. All right. Thank
25 you.

1 MR. BURCH: Thank you, sir. I
2 appreciate that, Your Honor. Thank you.

3 CROSS-EXAMINATION

4 BY MR. HERSHON:

5 Q. Mr. Burch, good morning.

6 A. Good morning.

7 Q. Is there anything affecting your ability
8 to testify truthfully today?

9 A. No.

10 Q. So in your affidavit I'm looking at
11 Exhibit B to -- you filed multiple versions of
12 your motion. I think four. The second amended
13 motion dated May 14th, 2025, has an Exhibit B,
14 affidavit of Alvin E. Burch, Senior, signed
15 May 14th, 2025. Is that the affidavit you're
16 relying on?

17 A. I'm relying on the affidavit that
18 precedes all the other ones that I've filed so I
19 don't know where you are.

20 Q. What is the date of the document that
21 you have up there with you?

22 A. Okay. This is May 19th.

23 Q. So you filed multiple affidavits. Okay.

24 JUDGE CHELLIS: I only have a May 14th
25 affidavit.

1 A. Well, this is an actual certified copy
2 on May the --

3 Q. Can you look at the date of the notary's
4 signature on page 2?

5 A. May 14th.

6 Q. Thank you. Your first paragraph states
7 that you -- that -- or did you give this
8 affidavit based on your personal knowledge?

9 A. Yes.

10 Q. Paragraph 2. Did you meet with Attorney
11 Closser on July 7th, 2023?

12 A. For the first and only time. Yes.

13 Q. You met with him on that date, correct?

14 A. Yes.

15 Q. Were you presented the confession of
16 judgment?

17 A. In the lobby of his office.

18 Q. Yes or no, were you presented the
19 confession of judgment?

20 A. Oh. Yes, I was. Yes.

21 Q. And you signed it, correct?

22 A. Yes.

23 MR. HERSHON: Your Honor, may I still
24 have him look at the exhibits that are those
25 documents?

1 JUDGE CHELLIS: Sure. Of course.

2 Q. So I'm putting in front of you
3 Plaintiff's Exhibit 1. Is that the confession of
4 judgment?

5 A. This appears to be the confession of
6 judgment.

7 Q. Is there anything that makes it not
8 appear to be the confession of judgment?

9 A. We haven't examined it yet.

10 Q. Take your time to examine it.

11 JUDGE CHELLIS: Yeah. Read through it
12 and see what it is.

13 A. This is the document.

14 Q. Before you is Exhibit 1. Is that the
15 confession of judgment we've been talking about
16 today?

17 A. Yes.

18 Q. Is that your signature on page 2, the
19 second page of the document?

20 A. Yes.

21 Q. Did you have an opportunity to read this
22 document before you signed it?

23 A. Yes.

24 Q. And on page 2, you state in the document
25 that you, quote, "acknowledge that I have

1 carefully read the within confession of judgment,
2 and I understand it and its significance and
3 signed of my own free act on the 7th day of
4 July 2023"; is that correct?

5 A. Yes, I did. I signed in reference to
6 that. Under pressure, but I did.

7 Q. And during this time you had Mr. Closser
8 as your attorney; is that right?

9 A. That's correct.

10 Q. And back on page 1 under paragraph 1,
11 there is a statement that says, quote -- starts
12 with, quote, "Alvin E. Burch, Senior, hereby
13 under oath and in accordance with the provisions
14 of SC code annotated 15-35-350 confesses judgment
15 in favor of Cornerstone Ventures International."

16 Is that what it states?

17 A. But it states "under oath."

18 Q. Correct. It states "under oath,"
19 correct?

20 A. It wasn't under oath.

21 Q. Does it state in the document that it is
22 under oath?

23 A. Merely stating that it's under oath is
24 not an oath. An oath is an oath. You know, when
25 I -- when we swore --

1 MR. HERSHON: Your Honor, he's trying to
2 give legal testimony here. I'm asking factual
3 questions.

4 JUDGE CHELLIS: Hold on. Wait, wait,
5 wait, wait. Stop arguing. Your question, Does
6 it state, "hereby under oath and in accordance
7 with the provisions of South Carolina Code
8 15-35-350"? Did you sign this document?

9 MR. BURCH: Yes, because --

10 JUDGE CHELLIS: Okay.

11 MR. BURCH: -- it states. Yes, I signed
12 it stating it --

13 JUDGE CHELLIS: Okay. Next question.

14 Q. Could you look at Exhibit 2 now?

15 A. Okay.

16 Q. On the final page, is that your
17 signature?

18 A. Yes, this is my signature. Not dated,
19 but it's my signature so I don't know when I
20 signed it.

21 Q. Okay.

22 A. I don't know where I signed it, but it's
23 my signature.

24 Q. In paragraph 7 you state how you became
25 aware of the confession of judgment being filed.

1 Is that what you're trying to state in that
2 paragraph 7?

3 A. I have never seen this document.

4 Q. Sorry. I'm referring to your affidavit.
5 I'm sorry if I was unclear.

6 A. Oh, okay. My affidavit. Okay. What is
7 your question again?

8 Q. Is the purpose of that paragraph to
9 inform us of how you became aware of the filing
10 of the confession of judgment?

11 A. Can I read it so I can process it?

12 Q. Please.

13 A. How I learned this judgment was filed.
14 On October 4th, 2023, I received an e-mail from
15 plaintiff's counsel, Lawrence Hershon, addressed
16 primarily to Attorney Closser. And then I was
17 copied.

18 The e-mail stated that the confession of
19 judgment had been filed. After receiving that
20 e-mail, I visited the Dorchester County Clerk of
21 Court's online docket and saw that a judgment had
22 been entered, and downloaded a filed copy for my
23 records.

24 Q. If you can now look back at Exhibit 2.

25 A. Okay.

1 Q. It states that payment in the amount of
2 \$98,000 is owed in paragraph 1. Do you see that
3 statement in the document?

4 A. I see that statement. Yes.

5 Q. Okay. By August 30th, 2023, had you
6 made payment of \$98,000 to Cornerstone Ventures?

7 A. No.

8 MR. HERSHON: I have no further
9 questions, Your Honor.

10 JUDGE CHELLIS: Let me see Exhibit 2.
11 Mr. Burch, I want you to read paragraph 3 for me.

12 MR. BURCH: Yes, sir. Confession of
13 Judgment. Burch agrees to execute a confession
14 of judgment in favor of Cornerstone in the amount
15 of \$100,000. Contemporaneously with the
16 execution of this agreement, the confession of
17 judgment -- the confession of judgment shall be
18 held in trust by counsel for Cornerstone as
19 security for Burch's agreement and performance
20 under this agreement.

21 The confession of judgment shall be
22 filed no sooner than August 31st, 2023, without
23 further notice, in any jurisdiction if Burch is
24 in default under this agreement under
25 paragraphs 1 and 2 above.

1 JUDGE CHELLIS: Do you understand that?

2 MR. BURCH: Your Honor, I understand
3 what I read, but I have never seen that document.

4 JUDGE CHELLIS: You've never seen it?

5 MR. BURCH: I have never seen that
6 document, Your Honor. And then there are no
7 dates where my name is to confirm that. There's
8 no original. I've never seen that document.

9 JUDGE CHELLIS: Hold on. Mr. Burch, let
10 me clarify something for you. The absence of the
11 date on a document doesn't affect its legitimacy.
12 You may point to it as being a -- as something
13 that brings the document into question, but Mr.
14 Hershon is telling me that there were e-mail
15 exchanges between him and your attorney at the
16 time, Mr. Closser, that indicated that these
17 documents have been executed.

18 So that would date the time the
19 agreement was entered into, if, in fact, it was
20 -- by virtue, so that helps. You can put the
21 date together by looking at other elements.

22 MR. BURCH: But when my signature comes
23 in play. They had to produce the document for me
24 to sign it.

25 JUDGE CHELLIS: Well, let me just put it

1 to you this way. If a lawyer sends to another
2 lawyer an e-mail saying Mr. Burch signed the
3 document and the e-mail is dated and the
4 statement from the lawyer is saying he signed the
5 document and then later on the document shows
6 your signature, then I think that establishes at
7 or about the time at which the agreement was
8 signed.

9 MR. BURCH: But, Your Honor, there was
10 testimony by Attorney Closser today that the only
11 -- there were two-page documents. There were two
12 pages that I signed in his lobby. It never made
13 reference to any other document.

14 MR. HERSHON: Objection. Misstatement
15 of testimony, Your Honor.

16 JUDGE CHELLIS: I don't think that's
17 what he stated. As to the confession of
18 judgment, he stated that it was signed in his
19 office.

20 MR. BURCH: What I'm confused about,
21 Your Honor --

22 JUDGE CHELLIS: Hold on a second. You
23 want to testify as to a statement of fact?

24 MR. BURCH: No. I just want you to
25 clarify something. I'm confused.

1 JUDGE CHELLIS: Okay. Clarify a
2 question that I've asked you?

3 MR. BURCH: Yes, sir.

4 JUDGE CHELLIS: All right.

5 MR. BURCH: My confusion is that you're
6 holding a document with my signature. And that
7 document's original was not sent to the clerk's
8 office. I don't understand that. I don't
9 understand how that piece of paper can carry that
10 kind of weight not being certified.

11 JUDGE CHELLIS: It doesn't need to be.
12 It's an agreement between you and another party,
13 and it has been executed, in addition, by the
14 parties themselves by your lawyers.

15 MR. BURCH: But the law states that that
16 has to accompany the settlement. I mean, the --
17 it states that, the law. I mean, the law states
18 that.

19 JUDGE CHELLIS: Where does the law state
20 that?

21 MR. BURCH: Can I have that document
22 where the law states -- can you pull that up for
23 me, please?

24 JUDGE CHELLIS: What law are you
25 referring to, a statute?

1 MR. BURCH: Statute. Yeah, the statute
2 states it.

3 JUDGE CHELLIS: I'll give you an
4 opportunity to present me with that statute,
5 Mr. Burch.

6 MR. BURCH: Thank you. I think I may
7 even have the statute.

8 JUDGE CHELLIS: Is this the confession
9 of judgment statute that you referred to in your
10 motion?

11 MR. BURCH: 60(b).

12 JUDGE CHELLIS: No. That's a rule.
13 That's not a statute.

14 MR. BURCH: Sonia, can you also pull the
15 -- one second. Thank you.

16 MS. MOSES: Your Honor, am I allowed to
17 speak?

18 MR. HERSHON: I'm fine with him coming
19 back to her to look at the document.

20 JUDGE CHELLIS: You can go back and get
21 it.

22 MR. BURCH: Thank you.

23 COURT REPORTER: Judge Chellis, Can I go
24 to the restroom real quick?

25 JUDGE CHELLIS: Sure. We're going to

1 take a little break to let the court reporter go
2 to the restroom.

3 (A recess was taken.)

4 JUDGE CHELLIS: Did you find the statute
5 you were referring to, Mr. Burch?

6 MR. BURCH: Your Honor, I can't find it.
7 I can't find it, but --

8 JUDGE CHELLIS: Maybe what you were
9 referring to is in the statute, 15-35-360.
10 There's language that says, If it's for money due
11 or to become due, it must state concisely the
12 facts out of which it arose and must show the sum
13 confessed, therefore, is justly due or to become
14 due. Is that what you were referring to?

15 MR. BURCH: Yes, sir. And that falls
16 outside -- so it's usually there. So that amount
17 is falsely -- that's not right.

18 JUDGE CHELLIS: Okay. That's the
19 statute you're referring to, right?

20 MR. BURCH: Yes, sir.

21 JUDGE CHELLIS: Okay. Thank you. All
22 right.

23 MR. BURCH: And also 370. 15-35-370 is
24 also what I'm referring to.

25 JUDGE CHELLIS: Okay. All right.

1 Anything else you want to add before you sit
2 down?

3 MR. BURCH: No, sir.

4 JUDGE CHELLIS: Okay. Any further
5 questions for Mr. Burch?

6 MR. HERSHON: Not for Mr. Burch, Your
7 Honor.

8 JUDGE CHELLIS: All right. Thank you
9 very much. That concludes your testimony. Thank
10 you.

11 MR. BURCH: Thank you.

12 JUDGE CHELLIS: Go ahead.

13 MR. HERSHON: I just have a couple of
14 quick questions for my client, Mr. Olalere.

15 JUDGE CHELLIS: How do you spell his
16 name?

17 MR. OLALERE: O-L-A-L-E-R-E.

18 JUDGE CHELLIS: O-L-A --

19 MR. OLALERE: L-E -- O-L-A-L-E-R-E.

20 JUDGE CHELLIS: L-E-R-E. Olalere.

21 Olalere.

22 MR. OLALERE: Pretty close, Your Honor.

23 JUDGE CHELLIS: Raise your right hand.

24 GUS OLALERE,

25 having been first duly sworn, was examined and

1 testified as follows:

2 JUDGE CHELLIS: All right. Have a seat.
3 Answer any questions from Mr. Hershon.

4 DIRECT EXAMINATION

5 BY MR. HERSHON:

6 Q. Mr. Olalere, what's your relationship to
7 Cornerstone Ventures International, LLC?

8 A. I'm the proprietor.

9 Q. Meaning the member?

10 A. A member.

11 Q. Okay. And did you retain my services to
12 handle the dispute about money owed that you had
13 with Mr. Burch?

14 A. That is correct.

15 Q. Okay. And then did that dispute come to
16 a settlement?

17 A. Not yet.

18 Q. In terms of it hasn't been paid?

19 A. It has not been paid. That's correct.

20 Q. Was an agreement reached concerning how
21 payment would be made?

22 A. Definitely.

23 MR. HERSHON: Your Honor, do you have
24 the other exhibits?

25 JUDGE CHELLIS: I'm sorry.

1 MR. HERSHON: That's okay. Thank you.

2 Q. I'm putting in front of you Exhibit 2.
3 Take a look at it. Do you recall that document
4 and what it is?

5 A. Yes, I do.

6 Q. Okay. What is it?

7 A. The Waiver, General Release and
8 Settlement Agreement.

9 Q. Did Cornerstone agree to the terms of
10 the settlement?

11 A. That is correct.

12 Q. Okay. There's a signature above
13 Cornerstone Ventures International on the final
14 page. Whose signature is that?

15 A. My signature.

16 Q. Did the agreement require that payment
17 of \$98,000 occur no later than August 30th, 2023,
18 per paragraph 1?

19 A. That is correct.

20 Q. Did that payment occur?

21 A. No.

22 Q. Did paragraph 3 require that Mr. Burch
23 sign a confession of judgment?

24 A. Yes.

25 Q. When Mr. Burch failed to make the

1 payments required in this agreement, did you
2 direct that I file the confession of judgment?

3 A. Yes, I did.

4 Q. And to this day are you still waiting
5 for Mr. Burch to make full payment under the
6 judgment?

7 A. That is correct.

8 Q. And are his actions causing you
9 additional loss in terms of attorney's fees
10 expended?

11 A. Definitely.

12 MR. HERSHON: I don't have any further
13 questions for the witness, Your Honor.

14 JUDGE CHELLIS: Mr. Burch.

15 MR. BURCH: Yes, sir.

16 CROSS-EXAMINATION

17 BY MR. BURCH:

18 Q. Good morning, Mr. Olalere. How did we
19 meet?

20 A. Through Chris Ogunrinde.

21 Q. Who is he to you? Who is he? First,
22 can you tell the Court who Chris Ogunrinde is?

23 A. Chris Ogunrinde is a friend and a
24 business partner.

25 Q. And who arranged for you to offer this

1 loan to me?

2 MR. HERSHON: Your Honor, I object.
3 It's not within the subject of the direct and
4 it's not relevant. Per the Court's instruction
5 earlier, the discussions about the underlying
6 note are not relevant to this action.

7 MR. BURCH: Your Honor, I was just doing
8 reference because he introduced Chris. He said
9 his relationship was both friend and business
10 partner. So that kind of ties some things in
11 there.

12 JUDGE CHELLIS: Chris O --

13 MR. BURCH: Ogunrinde.

14 JUDGE CHELLIS: Ogunrinde is his friend
15 and business partner.

16 MR. BURCH: Okay. He was also my
17 business partner.

18 JUDGE CHELLIS: Okay.

19 BY MR. BURCH:

20 Q. But anyhow, that document that
21 Mr. Hershon gave you that you signed, what's the
22 date on it?

23 A. I don't see a date on it.

24 MR. BURCH: Can you help your client
25 find the date, Mr. Hershon?

1 MR. HERSHON: No.

2 JUDGE CHELLIS: Mr. Burch, it's
3 inappropriate to be addressing Mr. Hershon.
4 Don't do that again.

5 MR. BURCH: Okay. I'm sorry, Your
6 Honor.

7 JUDGE CHELLIS: You have a witness here.
8 Ask questions to the witness.

9 MR. BURCH: Your Honor, how would I help
10 him find a date on that document?

11 JUDGE CHELLIS: He's answered the
12 question. He doesn't see a date.

13 MR. BURCH: Okay.

14 BY MR. BURCH:

15 Q. Well, the date on that document --
16 that's right. There's no date. My question here
17 is that there's Exhibit K that you -- an exhibit
18 that you offered to the Court and you swore and
19 had it notarized that the accounting is \$133,706.

20 JUDGE CHELLIS: Hold on, Mr. Burch.

21 MR. BURCH: Your Honor, can I submit
22 this into evidence? What he's doing is he swore
23 -- here's what I'm not understanding. He swore
24 to two different numbers. Is that not relevant?

25 MR. HERSHON: Your Honor, from what I

1 can see is he's looking at the verification of
2 complaint that was filed with the complaint. It
3 has a higher number than what's in the settlement
4 agreement. I don't know how that matters.

5 JUDGE CHELLIS: It's irrelevant. What
6 are you trying -- let me see that paper that you
7 have there, Mr. Burch. I'm trying to give you
8 plenty of leeway here, Mr. Burch. But sometimes
9 your questions are way off target. I'm not sure
10 I understand them as being relative or relevant.

11 MR. BURCH: Okay.

12 JUDGE CHELLIS: Okay. So your question
13 is that in the summons there was an amount he
14 verified was due and now he's saying that under
15 the confession on the agreement there's another
16 amount due.

17 MR. BURCH: Yes, sir.

18 JUDGE CHELLIS: Well, that's perfectly
19 legitimate. There's nothing wrong with that.

20 MR. BURCH: Okay. I have no further
21 questions.

22 JUDGE CHELLIS: Okay. Thank you very
23 much, Mr. Olalere.

24 MR. OLALERE: Yes, sir.

25 MR. HERSHON: Your Honor, I don't have

1 another witness. I'd like to address the legal
2 merits or lack of merit of the motion, if I may,
3 and the testimony and statements by opposing
4 counsel.

5 JUDGE CHELLIS: Well, let me make sure
6 he's finished first, and then I'll give you the
7 opportunity to do that.

8 MR. HERSHON: Okay.

9 JUDGE CHELLIS: Anything else, Mr.
10 Burch?

11 MR. BURCH: I'm sorry, Your Honor. Did
12 he say he had another witness?

13 JUDGE CHELLIS: He had no other
14 witnesses.

15 MR. BURCH: Okay. All right.

16 JUDGE CHELLIS: Do you want to summarize
17 your position?

18 MR. BURCH: Yes, sir.

19 JUDGE CHELLIS: All right. Go ahead.

20 MR. BURCH: Your Honor, the records here
21 are short and conclusive. The statutory defects,
22 Section 15-35-360, requires a sworn notarized
23 verification before any confession of judgment
24 may be entered. The paper filed on October the
25 2nd, 2023, carries no jurat, no notarial seal, no

1 oath.

2 Under Linda Mc. Co. versus Shore and
3 Gainey versus Gainey, that omission is
4 jurisdictional. The clerk lacked power to
5 transform the paper into a judgment. A judgment
6 entered without statutory authority is void
7 ab initio and must be set aside under
8 Rule 60(b)(4)?

9 The clerk's error. He even had the oath
10 present. The clerk did not sign officially
11 stating the time until 24 days after docketing
12 violating Section 14-17-260(d) and leaving the
13 entry incomplete.

14 Void enforcement, Rule 62(a), imposes an
15 automatic ten-day stay. The clerk issued a writ
16 on day three before the stay expired. Under the
17 rules, official comment in Hazelton versus
18 Hazelton, any writ issued inside that window is
19 premature and must be quashed because the
20 underlying judgment is also void under Linda Mc.
21 Co. versus Shore. Both judgment and writ fall,
22 inflated usury signs.

23 Plaintiff's own sworn accounting, 65(k)
24 \$10,000 (inaudible) on late fees, admits in
25 effect exceeding 100 percent of the principal for

1 -- above and a ceiling in Section 34-31-20. The
2 10 percent equity forfeited clause is an
3 unenforceable penalty. Once those void
4 provisions are severed, nothing supports the
5 \$133,000 sworn accounting nor the \$100,000
6 confession.

7 Equity and notice. I signed unaware of
8 these defects and without meaningful discovery.
9 Fundamental fairness and the open courts
10 guarantee in Article 1 and 9 of the Constitution
11 favor a merits-based not paper-based resolution.

12 I'm asking the Court that the judgment
13 be vacated, the clerk be directed to strike the
14 judgment, the writ of execution be canceled, and
15 the clerk barred from issuing alias or pluries
16 writs, the promissory note be rendered
17 unenforceable, and the cost and any other just
18 relief. Thank you, Your Honor.

19 JUDGE CHELLIS: Thank you, Mr. Burch.
20 Mr. Hershon?

21 MR. HERSHON: Your Honor, this motion
22 lacks basis and is yet again one more and
23 hopefully final move by Mr. Burch to not deal
24 with the underlying issue, that he's failed to
25 make payment on this judgment. He's failed to

1 produce discovery that is required under these
2 rules.

3 First, looking at the confession of
4 judgment. He admits to signing it. The record
5 is clear that you have two attorneys, officers of
6 this court, stating that they signed as witnesses
7 and witnessed his signature on that confession of
8 judgment.

9 The confession of judgment states within
10 it that it is under oath, that he is giving his
11 oath. And then it also states -- so that's in
12 paragraph number one on page 1. And then it also
13 states an oath above his signature about his
14 acknowledging of reading it and understanding it.

15 He was represented by counsel during
16 this. He doesn't have something to rely on there
17 when he had an attorney, a well-qualified
18 attorney, dealing with the negotiation of his
19 settlement.

20 The statute related to the confession of
21 judgment doesn't even require those witness
22 signatures. That's something that I've added so
23 a witness can't say that he or she didn't sign
24 it.

25 In terms of the oath, the confession of

1 judgment statute doesn't refer back to the notary
2 statute. It doesn't link to that. An oath can
3 just be a statement, a statement in a document.
4 It doesn't have to be something that is given
5 orally. It can be something that is just stated
6 in the document.

7 And I believe Mr. Burch may have been
8 referring to the case of Linda Mc. v. Shore,
9 which has been overruled, but it's still -- can
10 be cited and I think is good law on that issue.

11 It also states that in that case when an
12 affidavit wasn't filed, the court ruled that that
13 was not something that voided the judgment. The
14 purpose of an affidavit being filed with the
15 confession of judgment is, hey, let's say some
16 payments have been made and there needs to be --
17 the judgment needs to reflect that accurate
18 record. Here the testimony has been clear that
19 no payment was made before that date.

20 Mr. Burch has made some payments after
21 that date that we've talked about before where
22 it's like \$100 a month, \$130 a month after the
23 judgment was filed that don't even cover the
24 interest that we're dealing with. But before the
25 judgment, no payments were made so no affidavit

1 was needed to alter the amount of the judgment in
2 the amount of \$100,000.

3 Then what we also have in conjunction
4 with that is a settlement agreement. And the
5 settlement agreement clearly states that it was
6 -- that the confession of judgment is to be
7 executed contemporaneously with the settlement
8 agreement.

9 Yes, the settlement agreement itself is
10 not dated. I've stated that. I'm certain I have
11 e-mails that it was dated for that time. And the
12 two documents by the way they're written are
13 clearly executed together.

14 The purpose of the settlement agreement
15 is to list out the payments to resolve the
16 lawsuit that was at issue on the promissory note,
17 resolve what payment was owed to Cornerstone and
18 to say, Look. If that payment isn't made, we
19 need to go ahead and have security for that
20 payment. And that form of security that was
21 agreed upon by the parties was the confession of
22 judgment.

23 So let's even say somehow that this
24 Court says that the confession of judgment is not
25 valid. Well, then we just go back to the

1 settlement agreement. The settlement agreement
2 was breached. It's in default and requires a
3 confession of judgment to be entered. So we
4 don't even go back to the merits at that point.
5 It's still a settlement agreement that's in
6 default and has a requirement that a judgment be
7 entered for \$100,000.

8 The confession of judgment simply skips
9 a step of having to file a motion with the court
10 to enforce, and it's allowed by statute to skip
11 that step. And it is certainly normal in my
12 process as an attorney who regularly handles
13 matters for creditors, and certainly it's normal
14 in the creditor's bar, Your Honor.

15 That settlement agreement was signed by
16 both attorneys even under Rule 43(k) to confirm
17 its enforceability and its validity. I'm
18 forgetting the name of the case that started --
19 you know, I remember when it came out. I was
20 like, okay. I need to add that signature line to
21 all of my settlement agreements so that I don't
22 have a problem enforcing a settlement agreement.

23 So when Mr. Burch has agreed that he --
24 has acknowledged that he signed the agreement,
25 all the things that he brings up are essentially

1 just red herrings, Your Honor. The document has
2 been signed. The settlement agreement has been
3 signed. He was represented by counsel. And
4 Mr. Closser and Mrs. Hansbarger confirm that he
5 signed it.

6 And also there's the case of Regions
7 Bank v. Schmauch, which is 354 S.C. 648 that has
8 the important quote of, "a person who signs a
9 contract or other written document cannot avoid
10 the effect of the document by claiming that he
11 did not read it. The person signing the document
12 is responsible for reading the document and
13 making sure of its contents."

14 That's true to the settlement agreement.
15 That's true to the confession of judgment, Your
16 Honor.

17 As to the arguments under 14-17-260(d),
18 in terms of the filing of this judgment and the
19 way it was filed, first of all, that's a
20 ministerial act by the clerk. There's a lot of
21 case law on ministerial acts under the entry of
22 default that, hey, just because the clerk didn't
23 take that act doesn't render whatever was
24 supposed to happen along with that void.

25 Here, that is a ministerial act that

1 nowadays what we do is we have an e-filing
2 system. That code section is written from back
3 when everything was filed by paper and the clerk
4 had to sign off on it to put it in.

5 The clerk signs off on it now by just
6 accepting the filing. If there was something
7 wrong with it where they wouldn't accept it,
8 like, let's say witness signatures were required
9 and those witness signatures were blank. The
10 clerk's office could then reject that filing and
11 not allow the judgment to be filed.

12 Here, the clerk's office by accepting it
13 has taken the steps required by this code
14 section?

15 In terms of the premature writ, that's
16 post judgment. It doesn't involve anything
17 related to the actual entry of the judgment
18 itself. The writ was issued early, but what that
19 would do is if there was somehow execution in
20 that ten-day period, that would've been void.
21 Here the writ was returned nulla bona. That's
22 why we're in front of you. There was no sheriff
23 taking property. There was nothing done under
24 the writ of execution, so there's nothing that
25 voids the judgment based on a writ of execution

1 being entered early. It would just potentially
2 make it so that that writ was not enforceable for
3 that ten-day period.

4 The Sheriff's office certainly didn't
5 even do anything until after that ten-day period
6 expired. The writ and the nulla bona came at a
7 later time.

8 I think there was an argument about --
9 in the written motion about a nonexistent
10 settlement agreement. I think that has been
11 clearly refuted here today. And the Court
12 appeared to reject anything related to the lender
13 issues and the consumer stuff as things that were
14 dealing with the underlying matters opposed to
15 the confession of judgment.

16 Also, the motion tries to act as if this
17 is just potentially the first of -- that he's
18 reserving the rights to file other Rule 60
19 motions under other subsets that he specifically
20 states. "Defendant expressly reserves and does
21 not waive the right to pursue relief under
22 Rule 60(b) (1), (2), and (3) in a separate
23 independent action."

24 It's time for these games to end, Your
25 Honor. He is here. I appreciate the Court has

1 given him his right and his ability to take a
2 motion under Rule 60 and see if there's -- and to
3 make his arguments for this court, for the court
4 to make its ruling.

5 But for us to have to come back for
6 multiple Rule 60 motions would be improper, and
7 Mr. Burch needs to be ordered, one, that the
8 motion be denied; two, that that handles the Rule
9 60 issue and the Rule 60 issue is done; and
10 three, back to the judgment itself, that we have
11 an order that is months and months old for
12 production of documents that has never occurred.

13 He filed an improper appeal. That
14 appeal was dismissed. Attorney's fees were
15 awarded out of that appeal. We're now back in
16 front of you on this Rule 60 motion.

17 My client has been waiting a year and a
18 half to be able to just get documents from this
19 man -- not to execute on that here in Dorchester
20 -- to get documents to show if there are assets
21 available. That has been withheld. When someone
22 has a judgment, creditor is not carrying out the
23 justice that is required when someone has a
24 judgment against them.

25 So, Your Honor, for the reasons stated,

1 again, the Rule 60 motion should be denied. The
2 confession of judgment meets the requirements of
3 the statutes. The statutes and arguments raised
4 by Mr. Burch do not raise to a level where that
5 judgment should be void.

6 JUDGE CHELLIS: Any reply to that,
7 Mr. Burch?

8 MR. BURCH: Your Honor, I would just
9 like for us to not to -- would like for the law
10 to prevail. This is why the statutes, the
11 federal and state Rules of Civil Procedure was
12 formed to protect against defects, to protect
13 citizens of the United States from being gouged,
14 from being abused and used.

15 Your Honor, I just can't imagine, you
16 know, not having the Constitution to protect me
17 with all of these breaches. I mean, there are
18 just a number of breaches, Your Honor. It's
19 clear. It's the law. It was stated. It's law.
20 It's put there to protect me, protect people who
21 can't afford a lawyer.

22 I'm just pleading to the Court that your
23 ruling be based on law and not hearsay or fancy
24 words. But this 60(b) motion was -- I brought
25 before you today to examine my rights based on

1 the law. Thank you, Your Honor.

2 JUDGE CHELLIS: Thank you very much.

3 I'm going to ask the court reporter to transcribe
4 this hearing. The cost of the transcript should
5 fall on Mr. Burch since it's his motion.

6 JUDGE CHELLIS: How soon can you get
7 that to me?

8 COURT REPORTER: Can I get at least ten
9 days?

10 JUDGE CHELLIS: Oh, yeah. I mean, just
11 within 30 days.

12 COURT REPORTER: Within 30. Is that
13 okay?

14 JUDGE CHELLIS: Sure. That's fine.

15 COURT REPORTER: Okay.

16 JUDGE CHELLIS: So I'm going to have the
17 transcript before me. I want to particularly
18 examine some of the issues you raised on the
19 subject matter jurisdiction. I am concerned
20 about the execution issuing prior to the ten-day
21 stay. In other words, the stay was not
22 recognized. And my question is whether or not
23 that affects the issuance of the petition for
24 supplemental proceedings, whether that defect --
25 it's kind of a -- it's akin, but not like. It's

1 similar to a question of whether that failure of
2 the execution to be properly issued would affect
3 the legitimacy of the petition for the rule to
4 show cause, which is why we are here to begin
5 with.

6 Do you have an answer to that?

7 MR. HERSHON: Well, first of all,
8 remember, we're here on a separate order of
9 reference to you to deal with the Rule 60 motion
10 --

11 JUDGE CHELLIS: I understand.

12 MR. HERSHON: -- so I think that can be
13 decided on the merits regardless of your question
14 there because that's really dealing with the
15 judgment itself as opposed to everything else.

16 My position on that, Your Honor, would
17 be that stay -- there should be no execution
18 within that ten-day period. That is correct
19 about that. While the writ was issued, no
20 execution occurred during that time. So,
21 therefore, there was no effect on Mr. Burch by
22 that occurring.

23 JUDGE CHELLIS: But on the other hand,
24 the execution nulla bona has to be returned nulla
25 bona before you can request --

1 MR. HERSHON: And that was well after
2 the ten-day period.

3 JUDGE CHELLIS: Well, I understand that,
4 but it was being acted on under a writ that was
5 in violation of the stay. So procedurally, as a
6 procedural matter was the petition granted under
7 the failure to have found property pursuant to
8 the writ of execution that was issued. So I
9 understand it may be a form of a substance issue
10 because substantially the writ was returned nulla
11 bona well after the ten-day period.

12 You've raised the issue that it doesn't
13 affect the filing of the judgment itself. It
14 would just affect the execution of the writ. I'm
15 not sure whether or not it affects the -- I mean,
16 does the Sheriff have the right to issue a nulla
17 bona returned on a defective writ of execution?

18 MR. HERSHON: The writ itself is not
19 defective if issued early. The writ --

20 JUDGE CHELLIS: It was issued in
21 violation of the ten-day stay, correct?

22 MR. HERSHON: Yes.

23 JUDGE CHELLIS: Right. My question is,
24 if the writ is procedurally incorrect, I mean, it
25 violates the procedure, his right to a ten-day

1 stay. The subsequent issuance of a returned
2 nulla bona on a wrongfully issued writ, does that
3 mean that the nulla bona is wrongfully issued?
4 And if it is wrongfully issued, are you entitled
5 to petition the Court for the supplemental
6 proceedings which brought us here to begin with?

7 MR. HERSHON: And my answer to that,
8 Your Honor, is no because the sheriff looked at
9 it, did his job, had a nulla bona. The nulla
10 bona was required to come here for supplemental
11 proceedings. Regardless of when that writ
12 issued, a nulla bona was going to be returned.
13 The sheriff was not going to make the decision on
14 his own to execute on that sense.

15 JUDGE CHELLIS: And your argument is
16 essentially this: There's no injury, therefore,
17 there's no wrong.

18 MR. HERSHON: Correct.

19 JUDGE CHELLIS: That's a pretty good
20 reliable general rule. If there's no injury,
21 there's no wrong.

22 MR. HERSHON: Without any harm, there's
23 no injury.

24 JUDGE CHELLIS: Right. There's no harm.

25 MR. HERSHON: And it certainly, again,

1 doesn't affect the underlying judgment. To me,
2 what that would be if the sheriff's office went
3 to his house on day eight and went and took
4 something out of his house, he could be in front
5 of the Court stomping and going, Judge, that's
6 wrong. That's mine. Give it back to me. And he
7 would be 100 percent right. But that didn't
8 happen.

9 JUDGE CHELLIS: Right. Because he would
10 have the right to file a motion for
11 reconsideration of the judgment, for instance.

12 MR. HERSHON: Right.

13 JUDGE CHELLIS: Yeah. So it may be
14 questionable whether or not in a confession of
15 judgment whether or not a ten-day statute or
16 ten-day stay is even applicable on a confession.

17 MR. HERSHON: That's a good point, Your
18 Honor, too because it's not -- it's not the
19 situation of a judgment being entered. Like
20 let's say at the end of a trial or a summary
21 judgment where, okay, there's some time that
22 needs to occur to determine appeals, bonds,
23 things of that nature. Here it's a confession of
24 judgment that --

25 JUDGE CHELLIS: Waives all of that.

1 MR. HERSHON: I think your thought
2 process there is correct, Your Honor.

3 JUDGE CHELLIS: Well, I was thinking of
4 that too.

5 MR. HERSHON: That's an excellent point.

6 JUDGE CHELLIS: I'm just letting you
7 know how I'm sort of trying to evaluate it.
8 Again, I want to look at this -- does that deny
9 me a subject matter jurisdiction in the
10 underlying supplemental proceedings? I don't
11 think it will, but, then again, it may and I want
12 to research that and see if I understand it
13 correctly.

14 All right. Thank you very much.
15 Anything else?

16 MR. HERSHON: So we will wait on you to
17 review the transcript and inform us of what you
18 would like to do next?

19 JUDE CHELLIS: I will make a decision
20 after I review this transcript.

21 MR. HERSHON: Thank you, Your Honor.

22 MR. BURCH: Your Honor, I do have a
23 couple of questions on -- just for clarity. So
24 in that ten-day stay, I have some rights in there
25 that I could have probably prepared to defend

1 myself; is that correct?

2 JUDGE CHELLIS: No, not really. Here's
3 what I think the substance of the writ being
4 delayed for ten days is. Let's say you have a
5 jury trial and an order is entered that you're
6 subject to a debt of X number of dollars. It
7 prevents the Court from saying, Sheriff. Go out
8 and grab his three cows that he relies on to
9 produce milk to produce his income. I mean, it
10 prevents you from doing that and gives you an
11 opportunity to petition the Court for
12 reconsideration of the judgment, which is --
13 there are different motions that can be filed
14 after a judgment is entered, but they have to be
15 filed within ten days.

16 And all that stay is doing is giving you
17 that ten-day period to file your motions.

18 But in a confession of judgment issue,
19 it's a totally different situation because you've
20 confessed based on your own acknowledgment of the
21 differences that you've had, and you've settled
22 those differences, and therefore, you come up
23 with a confession of the judgment.

24 So it's not the same thing in practice
25 as it is with a -- a confession of judgment is

1 considerably different than when a jury and the
2 court issues a judgment pursuant to a jury
3 verdict. It's just a big difference. A big, big
4 difference.

5 So anyhow, the long and the short of it
6 is if you suffered no harm as a result of that
7 writ of execution being issued because they
8 didn't pull any of your property or take anything
9 from you by way of the execution -- The sheriff
10 was unable to find anything three weeks later to
11 satisfy the judgment with. You've never been
12 harmed by the writ of execution.

13 Therefore, because there's no harm,
14 there's no injury. You haven't been injured.
15 And you haven't been denied any rights because
16 there is no injury. Nothing was taken from you.
17 So there's been no injury. Therefore, the writ
18 of execution being defective probably doesn't
19 make any -- probably it doesn't affect how we've
20 gotten to where we've gotten in the proceedings
21 up until today.

22 MR. BURCH: No.

23 JUDGE CHELLIS: But I want to study it.
24 I'm going to look at it. I want to look at the
25 testimony. I want to think about it and I'll

1 issue a ruling.

2 MR. BURCH: And also the ruling under
3 oath and all of that? You're going to check on
4 all of that?

5 JUDGE CHELLIS: Yeah. It's my job.

6 MR. BURCH: Thank you, sir.

7 JUDGE CHELLIS: Okay. Thank you very
8 much.

9 (Hearing concluded at 11:24 A.M.)

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1 CERTIFICATE

2 STATE OF SOUTH CAROLINA
3 COUNTY OF CHARLESTON4 I, Abby Bishop, Notary Public for the
5 State of South Carolina at Large, do hereby
6 certify that the proceedings in the foregoing
7 matter were taken at the time and location
8 therein stated; that the proceedings were
9 recorded by voice writing by me and were
10 thereafter transcribed by computer-aided
11 transcription; that the foregoing is a full,
12 complete, and true record of the proceedings and
13 of all objections made at the time of the matter.14 I further certify that I am neither
15 related to nor counsel for any party to the cause
16 pending or interested in the events thereof.17 Witness my hand, I have hereunto affixed
18 my official seal on June 27th, 2025, at
19 Charleston, Charleston County, South Carolina.
20
21
22
23
24
2526 ABBY BISHOP
27 Notary Public for
28 South Carolina
29 My Commission expires
30 December 7, 2028

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 Looking (5)
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 MASTER-IN-
 EQUITY (2)
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 Meaning (1)
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 Merely (1)
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 ministerial (3)
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 Misstatement (1)
 money (2)
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 MOSES (2)
 motion (31)
 motions (5)
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 must've (1)

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name (3)
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Neither (2)
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 non-prejudiced (1)
 normal (2)
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 notarial (1)
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oath (25)
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 October (6)
 offer (1)
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 office (23)
 officers (1)
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 oftentimes (1)
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 Oh (3)
 Okay (102)
 O-L-A (1)
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 Once (1)
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 opportunity (4)
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 petition (5)
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 Plaintiff (6)
 Plaintiff's (3)
 play (1)
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 PLEAS (1)
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 portfolio (1)
 position (3)
 post (1)
 potentially (2)
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 Praet (1)
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 prerequisites (2)
 present (9)
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 presently (1)
 preserve (1)
 pressure (1)
 presume (1)
 pretty (3)
 prevail (1)
 prevents (2)
 previously (2)
 primarily (1)
 principal (3)
 prior (5)
 PRO (3)
 probably (4)
 probated (1)
 problem (3)
 procedural (1)
 procedurally (2)
 Procedure (7)
 PROCEEDINGS (10)

proceeds (1)	reads (1)	render (2)	S.C (1)
process (6)	real (2)	rendered (1)	sacrifice (1)
produce (4)	really (7)	rephrase (1)	sale (1)
produced (1)	reason (4)	reply (1)	Sam (1)
production (1)	reasonable (1)	REPORTED (1)	sat (1)
promise (1)	reasons (1)	REPORTER (8)	satisfied (1)
promissory (3)	recall (26)	represent (1)	satisfy (1)
pronounce (1)	received (2)	represented (2)	saw (3)
proper (1)	receiving (1)	request (1)	saying (7)
properly (1)	reception (2)	requested (2)	says (12)
property (6)	recess (1)	requesting (2)	SC (4)
proprietor (1)	recognized (2)	require (3)	scanned (2)
protect (5)	recollection (1)	required (7)	Schmauch (1)
protection (1)	reconsideration (2)	requirement (1)	score (1)
prove (1)	record (21)	requirements (2)	scratch (1)
provide (2)	recorded (1)	requires (3)	SCRCP (1)
provision (1)	records (2)	research (1)	SE (3)
provisions (4)	red (1)	reserves (1)	seal (3)
Public (2)	Redirect (4)	reserving (1)	seat (3)
pull (3)	reduced (1)	resolution (2)	second (17)
purchase (1)	refer (1)	resolve (3)	Section (6)
purpose (3)	reference (5)	resolved (1)	secured (1)
purposes (1)	referenced (2)	resolving (1)	securing (1)
pursuant (4)	referencing (2)	resources (1)	security (3)
pursue (2)	referred (2)	responded (1)	see (19)
Put (6)	referring (10)	responsibility (1)	seeing (1)
putting (2)	refers (1)	responsible (1)	seen (6)
< Q >	reflect (1)	rest (1)	sell (1)
qualify (2)	refuted (1)	restroom (2)	sending (1)
quashed (1)	regarding (1)	result (2)	sends (1)
question (29)	regardless (2)	resulted (1)	SENIOR (10)
questionable (1)	Regions (1)	retain (1)	sense (2)
questioned (1)	regularly (1)	retained (1)	sent (2)
questioning (1)	rehab (2)	returned (6)	separate (2)
questions (20)	rehabbing (1)	review (6)	serve (1)
quick (3)	reject (2)	reviewed (1)	served (1)
quite (1)	related (6)	right (63)	service (1)
quote (4)	relationship (2)	rights (5)	services (1)
< R >	relative (1)	rise (1)	set (4)
race (1)	Release (5)	Rittenberg (1)	setbacks (1)
raise (5)	released (1)	road (1)	sets (1)
raised (5)	relevant (5)	role (1)	settled (1)
rarely (1)	reliable (1)	room (1)	Settlement (69)
ratio (1)	relief (3)	Rule (24)	severed (1)
reached (2)	relies (1)	ruled (1)	shares (1)
read (14)	reluctant (1)	Rules (5)	sheet (2)
reading (5)	rely (2)	ruling (4)	sheriff (7)
	relying (3)	< S >	Sheriff's (2)
	remember (11)		Shore (3)

short (5)	states (21)	target (1)	two-page (1)
show (4)	stating (5)	telecopied (1)	Typically (2)
shown (1)	statute (15)	Tell (10)	
shows (1)	statutes (3)	telling (2)	< U >
sign (16)	statutorily (1)	ten (5)	unable (1)
signator (1)	statutory (5)	ten-day (15)	unaware (2)
signature (34)	stay (12)	term (1)	unclear (1)
signatures (6)	stayed (1)	terms (9)	undated (1)
signed (43)	Ste (1)	testified (5)	underlying (8)
significance (2)	step (2)	testify (8)	understand (16)
signing (9)	steps (2)	testifying (3)	understanding (2)
signs (3)	stomping (1)	testimony (14)	understands (1)
similar (1)	stood (1)	Thank (38)	unenforceable (2)
simply (2)	stop (3)	Thanks (1)	United (1)
sir (27)	straight (1)	thereof (1)	usually (1)
sit (1)	Street (1)	thing (2)	usury (1)
situation (2)	strike (1)	things (6)	
skip (1)	stripped (1)	think (18)	< V >
skips (1)	study (1)	thinking (1)	vacated (2)
somebody (2)	stuff (1)	Third (1)	valid (4)
Sonia (1)	subject (7)	thought (2)	validity (3)
SONYA (1)	submit (1)	three (8)	value (1)
soon (1)	subscribing (1)	tie (1)	VENTURES (12)
sooner (1)	subsequent (1)	ties (1)	verdict (1)
sorry (7)	subsets (1)	TIME (26)	verification (4)
sort (2)	substance (2)	times (4)	verified (1)
sought (1)	substantially (1)	timing (1)	versions (1)
Sounds (1)	substitute (1)	titled (1)	versus (6)
SOUTH (12)	suffered (1)	today (15)	violated (1)
spaces (1)	Suite (1)	today's (1)	violates (1)
speak (3)	sum (1)	told (1)	violating (1)
speaking (1)	summarize (1)	totally (1)	violation (2)
specifically (5)	summary (2)	traded (1)	virtue (1)
specifics (1)	summons (3)	transaction (1)	visited (2)
spell (1)	supplemental (4)	transcribe (1)	voice (1)
spend (1)	supports (2)	transcribed (1)	void (11)
spoke (1)	supposed (1)	TRANSCRIPT (6)	voided (1)
SR (2)	Sure (17)	transcription (1)	voidness (1)
ST (1)	surrender (1)	transform (1)	voids (1)
stamped (1)	swore (4)	treat (1)	volition (2)
standard (1)	sworn (10)	trial (2)	vs (1)
standing (2)	system (1)	tries (1)	
start (2)		true (7)	< W >
started (3)	< T >	trust (1)	wait (6)
starts (3)	take (8)	truthfully (1)	waiting (2)
STATE (13)	taken (5)	trying (7)	waive (1)
stated (10)	talk (1)	turned (1)	Waiver (5)
statement (14)	talked (2)	turning (1)	Waives (1)
statements (1)	talking (7)	two (10)	walked (1)

want (20)
watching (2)
way (6)
weeks (4)
weight (1)
Well (24)
well-qualified (1)
went (2)
We're (7)
We've (6)
Whitlow (1)
Whoa (4)
WIFE (5)
window (1)
withheld (1)
witness (26)
witnessed (4)
WITNESSES (11)
witnessing (3)
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words (3)
work (2)
worked (2)
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would've (2)
writ (32)
writing (3)
writs (1)
written (6)
wrong (5)
wrongfully (3)
WWW.CLARKBOL
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Yeah (7)
year (1)

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Zach (5)
ZACHARY (3)

WAIVER, GENERAL RELEASE AND SETTLEMENT AGREEMENT

This WAIVER, GENERAL RELEASE and SETTLEMENT AGREEMENT (the "Agreement") is made and entered into by Cornerstone Ventures International LLC ("Cornerstone") and Alvin E. Burch, Sr. ("Burch") (collectively, the "Parties").

WHEREAS, on April 1, 2022, Cornerstone made a loan to Burch in the amount of \$65,000.00.

WHEREAS, a controversy has arisen between the Parties in connection with the loan, as detailed in an action filed in the Court of Common Pleas for Dorchester County in the State of South Carolina (the "Court"), captioned *Cornerstone Ventures International LLC v. Alvin E. Burch, Sr.*, Case No. 2023-CP-18-00658 (the "Lawsuit");

WHEREAS, the Parties deny any liability for the claims contained in the Lawsuit, but the Parties desire to fully, finally, and completely resolve and settle the dispute between them to avoid the uncertainties of litigation and to avoid incurring the costs and expenses which would be incidental to the prosecution and defense of the Lawsuit;

WHEREAS, the Parties desire to resolve and settle all matters in controversy between them by the actions specified in this Agreement;

NOW, THEREFORE, in consideration of the promises and covenants expressed in this Agreement, the Parties agree to the following:

1. Payment by Burch. Burch agrees to pay to Cornerstone the sum of Ninety-Eight Thousand and No/100 Dollars (\$98,000.00) (the "Payment") in full and final settlement of Cornerstone's claims against Burch. The Payment shall be made payable to "Cornerstone Ventures International LLC" and shall be transmitted to Cornerstone's counsel by certified or bank check. The Payment shall be completed by no later than the earlier of (a) the closing of the sale of 65 Carolina Street in Charleston, SC (which is owned by 65 Carolina, LLC, to which Burch is a member) or (b) August 30, 2023.

2. Default. Failure to make the Payment as provided in Paragraph 1 above shall be a default under the terms of this Agreement. To the extent Cornerstone is required to retain counsel following a default, Cornerstone shall be entitled to recover its reasonable attorneys' fees incurred in order to enforce the terms of this Agreement and the Confession of Judgment.

3. Confession of Judgment. Burch agrees to execute a confession of judgment in favor of Cornerstone in the amount of One Hundred Thousand and No/100 Dollars (\$100,000.00) contemporaneously with the execution of this Agreement (the "Confession of Judgment"). The Confession of Judgment shall be held in trust by counsel for Cornerstone as security for Burch's agreements and performance under this Agreement. The Confession of Judgment shall be filed (no sooner than August 31, 2023) without further notice in any jurisdiction if Burch is in default under this Agreement under Paragraphs 1 and 2 above.

4. Dismissal with Prejudice. If Burch timely makes the Payment, then no later seven (7) days following receipt of the Payment, Cornerstone shall file with the Court a Notice of



Dismissal with prejudice of the Lawsuit. So long as Burch is in compliance with this Agreement, Cornerstone will not take any action in the Lawsuit to prosecute its case.

5. Tax Liability. Each of the Parties is responsible for its/his/her own state, federal, or local tax liability or withholding responsibility that may arise under the Agreement.

6. Mutual Release. Upon completion of the Payment in full, the Parties and each of their respective heirs, executors, administrators, successors, predecessors, assigns, insurers, sponsors, affiliates, parent and subsidiary corporations, limited-liability corporations, publicly-traded partnerships, owners, directors, officers, partners, unitholders, insurers, attorneys, contractors, subcontractors, agents, employees, former agents and former employees, as well as any current or future corporations, partnerships, or entities that, directly or indirectly through one or more intermediaries, controls or is controlled by, or is under their common control release each other, and their respective heirs, executors, administrators, successors, predecessors, assigns, insurers, sponsors, affiliates, parent and subsidiary corporations, limited-liability corporations, publicly-traded partnerships, owners, members, directors, officers, partners, unitholders, insurers, attorneys, contractors, subcontractors, agents, employees, former agents and former employees, as well as any current or future corporations, partnerships, or entities that, directly or indirectly through one or more intermediaries, controls or is controlled by, or is under their common control from and against any and all claims, demands, actions, causes of action, liabilities and duties, including but not limited to claims for monetary damages, equitable relief, attorneys' fees, costs and other relief, whether such matters were known or unknown, accrued or yet to accrue, from the beginning of time to the date of this Agreement.

7. Binding Agreement. The Agreement is binding on, and inures to the benefit of, the Parties and their respective heirs, successors, assigns, and representatives, whether in fact, at law, or otherwise.

8. No Admission of Liability. The Agreement is not to be construed as an admission of liability, an admission of violation of a federal, state or local statute, regulation or law, or an admission of a duty owed by any of the Parties. The Parties offer the promises and duties in the Agreement in consideration of the above release in order to avoid further dispute or litigation.

9. Construing the Agreement. This Agreement was negotiated and prepared by the Parties and their respective attorneys. The Parties acknowledge and agree that this Agreement shall not be deemed prepared or drafted by one party or the other, and in the event of a dispute regarding the interpretation of the Agreement, nothing in the Agreement shall be construed in favor or against any Party.

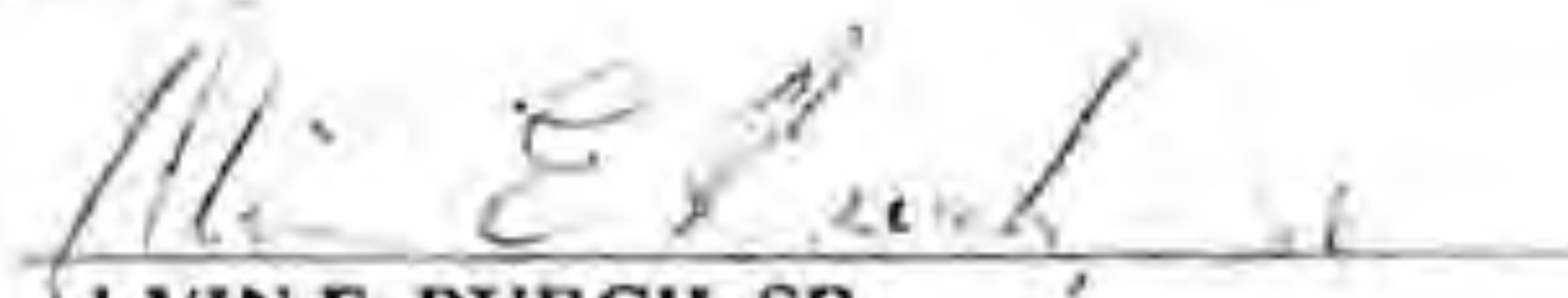
10. Governing Law. South Carolina law governs the Agreement.

11. Entire Agreement. This Agreement is not subject to claims of mistake of fact. The Agreement expresses a full and complete settlement of the claims between the Parties. The Agreement is a final and complete expression of the Parties' intentions, and the Parties execute the Agreement to avoid further litigation. There is no agreement or reservation between the Parties not expressed in the Agreement.

12. Voluntary Agreement. The Parties, intending to be legally bound, apply their signatures voluntarily and with full understanding of the contents of the Agreement and after having had ample time to review and study the Agreement with counsel of their own choosing. The Parties also acknowledge that the significance of their rights and obligations under Agreement have been fully explained to them to their satisfaction.

13. Signatures. The Parties may execute this Agreement in counterparts, with separate pages for each party, each of which is deemed an original, but all of which, taken together, are deemed to constitute one and the same instrument. A telecopied or scanned signature shall have the same force and effect as an original signature.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates written below.


ALVIN E. BURCH, SR.

Date:

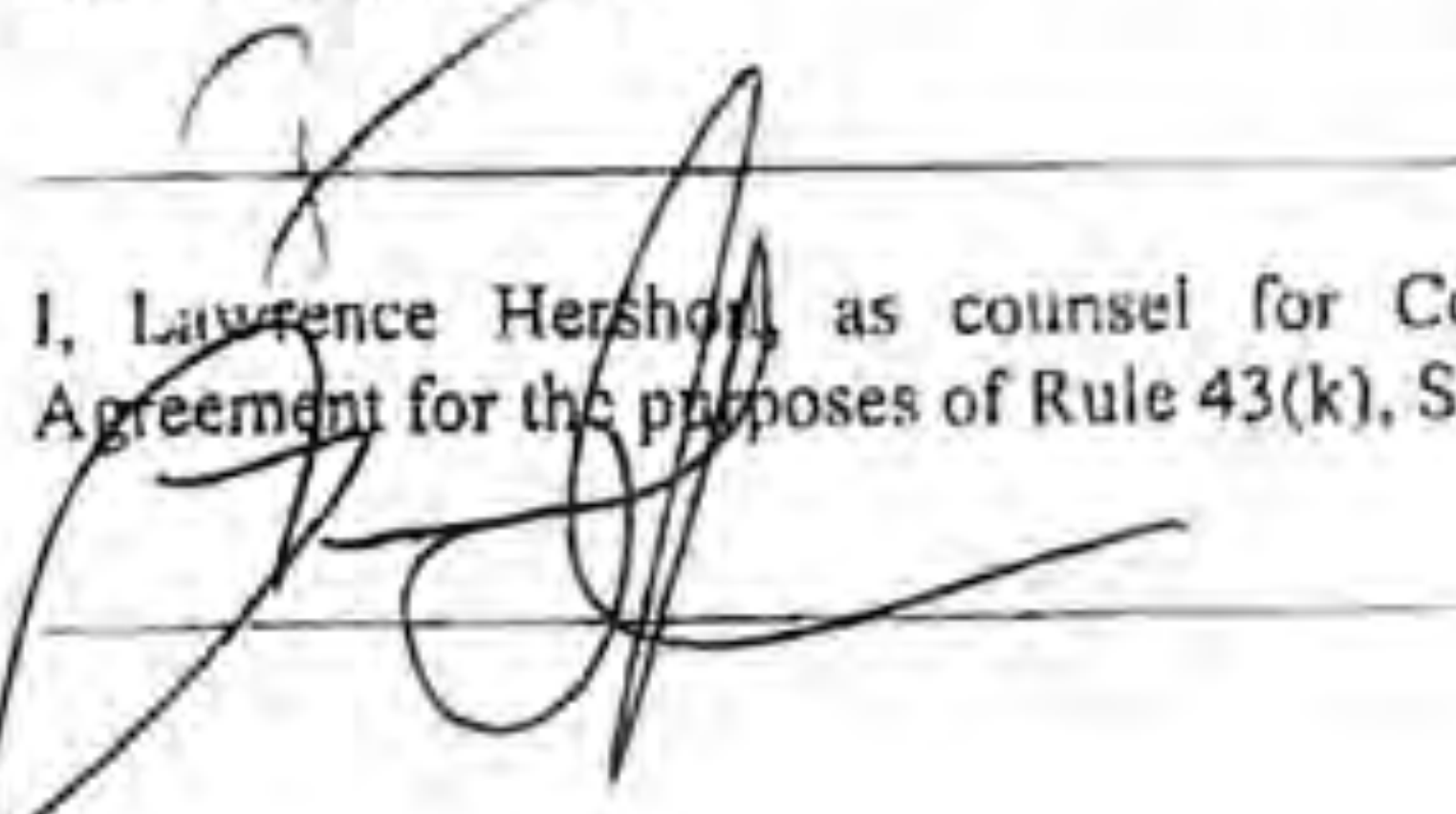

CORNERSTONE VENTURES INTERNATIONAL LLC

By:

Its:

Date:

I, Zachary Closser, as counsel for Alvin E. Burch, Sr., sign this Agreement for the purposes of Rule 43(k), SCRCP.


I, Lawrence Hershorn, as counsel for Cornerstone Ventures International LLC, sign this Agreement for the purposes of Rule 43(k), SCRCP.

CERTIFIED COPY
FORM

2025 NOV -3 AM 11:46

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS

COUNTY OF DORCHESTER)
Clerk of Court
DORCHESTER COUNTY

C.A. No.: 2023-CP-18-00658

Cornerstone Ventures International LLC,

Plaintiff,

vs.

Alvin E. Burch, Sr.,

Defendant.

WRIT OF EXECUTION

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

WHEREAS, Judgment was entered on October 2, 2023, in an action in the Court of Common Pleas for Dorchester County, entitled *Cornerstone Ventures International LLC v. Alvin E. Burch, Sr.*, said judgment in favor of Cornerstone Ventures International LLC and against Alvin E. Burch, Sr., in the principal sum of \$100,000.00 plus interest at the judgment rate, as appears to us by the Confession of Judgment filed in Dorchester County on October 2, 2023.

AND WHEREAS, said judgment was docketed in Dorchester County on October 2, 2023, and now due are the sums of \$100,000.00 plus post-judgment interest. **The total sum of \$100,000.00 plus interest is due as of October 4, 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 Dorchester 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 Dorchester.

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

October 4, 2023
Charleston, South Carolina

Witness the Honorable Cheryl Graham, Clerk of Court for Dorchester County, South Carolina. (see attached electronic signature page)

TO THE SHERIFF OF THE AFORESAID COUNTY:

Endeavor to collect the sum of **\$100,000.00 plus interest until collected, as to Alvin E. Burch, Sr.,** in addition to the costs of executing on this judgment.



Common Pleas

Case Caption: Cornerstone Ventures International Llc VS Alvin E Burch Sr
Case Number: 2023CP1800658
Type: Execution/Issued

So Ordered

s/Cheryl Graham, Clerk of Court

DORCHESTER COUNTY SHERIFF'S OFFICE**L C Knight, Sheriff****101 Ridge Street****Suite 1****Saint George, SC 29477****State Of South Carolina****County of Dorchester****Case Number: 2023CP1800658****CORNERSTONE VENTURES INTERNATIONAL LLC****VS****ALVIN E BURCH, SR****AFFIDAVIT OF EXECUTION****Clerk of Court:**

EXECUTION "NULLA BONA". I hereby certify that after diligent search I have been unable to locate any property in the name of the defendant on which to levy and I request that you please NULLA BONA on the above stated file as of this date.

Judgement Information (as of 11/1/2023)	
Judgment Amount	\$ 100,000.00
Interest	\$ 945.30
Sheriff's Commission	\$ 3,050.86
Judgment Total	\$ 103,996.16
Service Fee	\$ 25.00
Amount Collected	\$ 0.00
Ending Balance	\$ 104,021.16

Nulla Bona was issued for the reason indicated below:

11/01/2023

- ☐ Could not locate Defendant
☐ No attachable property
☐ Under bankruptcy
☐ Lien(s)
☒ Other (Specified)
☐ Pending Title Research
☐ Pending Property Research
☐ Pending Fees Received
☐ Mortgage

ONE HOME WITH SHARED EQUITY AND A LIEN TO LEVY

ONE VEHICLE WITH A LIEN TO LEVY

SENT SUPPLEMENTAL PACKAGE

NULLA BONA

Notary Statement

SWORN to before me on this the 1st day of November, 2023.

Angie Williams }
 Notary Public For The State of South Carolina }

My Commission Expires 4-13-24 }

Theresa Young
 THERESA YOUNG

NULLA BONA
 11/1/2023
 L. C. Knight Sheriff

CERTIFIED COPY
 2023 NOV -3 AM 11:16
 Clerk of Court
 DORCHESTER COUNTY

ELECTRONICALLY FILED - 2023 Nov 03 4:25 PM - DORCHESTER - COMMON PLEAS - CASE#2023CP1800658

RECEIVED

Nov 04 2025

SC Court of Appeals

CERTIFICATE OF SERVICE

I hereby certify that I have this day, November 4, 2025, served a true and correct copy of the **Record on Appeal** upon counsel for the Respondent by depositing the same in the United States Mail, postage prepaid, and properly addressed as follows:

Attorney Lawrence Hershon
The Hershon Law Firm, P.A.,
1565 Sam Rittenberg Blvd., Suite 103
Charleston, SC 29407



Alvin E. Burch, Sr., Pro Se
329 Bertram Rd.
Summerville, SC 29485
(843) 330-9943
burchschool@gmail.com