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SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM BEAUFORT COUNTY
Court of Common Pleas
The Honorable Jocelyn Newman, Circuit Court Judge

Case No. 2025-002577

Diana Janura f/k/a Diana Bright.....Appellant,

v.

Craig Bright,.....Respondent.

**APPELLANT’S MEMORANDUM OF LAW
REGARDING APPEALABILITY OF ORDERS**

Appellant Diana Janura f/k/a Diana Bright hereby responds to this Court’s letter dated January 2, 2026, asking for memoranda addressing the appealability of two orders regarding four motions. The two orders are Form 4 Orders issued by Judge Jocelyn Newman on December 22, 2025 at 11:16 am and 11:30 am, respectively. Judge Jocelyn Newman served as the designated complex case judge for this matter. The first Form 4 Order (1) denied Plaintiff’s Motion to Strike Defendant’s Answer and Counterclaims and Eighth Motion to Compel, (2) granted Defendant’s Motion for Reconsideration of Order Regarding Warrant of Attachment, and (3) granted Defendant’s Second Motion for Reconsideration of Order Regarding Warrant of Attachment. The granting of the motions for reconsideration of the Order regarding the Warrant of Attachment

resulted in Judge Newman's dissolving the Warrant of Attachment. The second Form 4 Order granted Defendant's Motion for Release of the Matter to the General Docket. The first Form 4 Order is immediately appealable because it involves the dissolution of a warrant of attachment. Additionally, the other issue in the first Form 4 Order is immediately appealable because it involves a motion to strike that has a sufficient nexus to the warrant of attachment. The second Form 4 Order is not immediately appealable, and Appellant has amended her notice of appeal reflecting the same.

FACTUAL AND PROCEDURAL BACKGROUND

The case centers on a campaign of defamation, assault, and outrage that Respondent Craig Bright ("Respondent" or "Bright") has inflicted (and continues to inflict) on Appellant Diana Janura ("Appellant" or "Janura"). The parties were married for eleven years and divorced in 2016. After the parties' divorce, Bright engaged in a relentless attack against Janura, as alleged in Janura's Second Supplemental Complaint. (A copy of the Second Supplemental Complaint is attached hereto as **Exhibit A.**)

His wrongful behavior has not only been targeted at Janura, but also at the judicial system. He has consistently refused to play by the court's rules and orders. As a result, Janura has had to look to the judicial system to protect her, including asking the circuit court to issue a warrant of attachment and to strike his answer for violations of the warrant, along with court orders. It is from the orders dissolving the warrant and denying the motion to strike that Janura is before this Court.

I. Warrant of Attachment

Bright was caught red-handed trying to move his assets out of South Carolina in an attempt to render himself judgment proof. (Pl.'s Ex Parte Mot. for Attachment and supporting affidavit,

attached hereto as **Exhibit B**.) In a jail-house call with his mother, Bright told her that he was going to leave the State of South Carolina and “try to liquidate[.]” (Ex. B, ¶5.) After learning of this call and that Bright placed his house on the market, Janura sought an *ex parte* warrant of attachment. As a result of the evidence presented to Judge Newman, she issued a Warrant of Attachment (“Warrant”), attached hereto as **Exhibit C**. Then, Janura discovered an email from Bright to John Boretti, his banker, stating as follows:

Just got a 96k bill for my litigation fees last month as still trying to get my kids back and get time for the five million dollar suit. If I file bankruptcy to protect my personal assets what would happen. *I’m thinking of paying off all my Bright [H]oldings loans and taking equity out as I don’t believe they can touch assets in my LLC like Bennie’s so will pay that off with personal cash to park money in another LLC* which means I would want to borrow more against Bennie’s. As much as the bank will allow me to borrow more and *pay it off to get money out of my name*. Same with the raw land. I will contact a bankruptcy attorney *but need to move money out of my personal name by spring*.

(Email from Craig Bright to John Boretti, dated Nov. 28, 2023, attached hereto as **Exhibit D** (emphasis added).)

With the consent of Janura, Judge Newman amended the warrant to allow Bright to sell his house and give him the opportunity to sell other items, but all proceeds (less any liens) from the sales must be deposited in Bright’s counsel’s trust account. A copy of an Order addressing the amendment of the Warrant (“Amended Order”), is attached hereto as **Exhibit E**.

In the Order section of the Amended Order, Judge Newman issued the following orders:

1. “[P]ursuant to this Court’s order on November 21, 2023 that Defendant answer all discovery regarding this net worth, Defendant is ordered to provide a verified list of all entities in which he has any interest and to all financial records and documentation of such entities, including for any purchase, exchange, transfer, sale, or other disposition of any other real property, personal property, asset, or liability from the date of this order through the termination of this litigation.”
2. “Defendant is once again ordered to answer all discovery (specifically discovery regarding his net worth) in accordance with this Court’s prior orders”

3. “[H]e is further ordered to supplement and verify all discovery pursuant to Rule 26(e), SCRCPP.”

(Amended Order ¶ 4.) Bright has not complied with any of these three specific orders in the Amended Order, which was issued on October 17, 2024—over one year ago.

II. Motion to Strike

After repeated violations of the Warrant and the Amended Order, Janura filed a Motion to Strike Defendant’s Answer and Counterclaims and Eighth Motion to Compel (“Motion to Strike”) on November 25, 2024, a copy of which is attached hereto as **Exhibit F**. During the hearing on the Motion to Strike, Janura’s counsel dropped the motion to compel as Judge Newman and Bright’s counsel raised the issue of whether a motion to strike could be granted regarding issues contained in motions to compel and other filings that had yet to be heard. (Hr’g Tr.41-52 & 75, Feb. 19, 2025, a full copy of the hearing transcript is attached hereto as **Exhibit G**.) Janura’s counsel limited the Motion to Strike to be based solely on violations of Judge Newman’s orders, the Warrant, and Amended Order, which include the following issues:

- Failure to verify Bright’s Answers to Interrogatories, despite Judge Newman’s order (and SCRCPP) requiring the same;
- Failure to provide a verified list of all entities owned by Bright, despite Judge Newman’s order requiring the same;
- Placing his house on the market prior to the Amended Order, despite Judge Newman’s Warrant seizing the house;
- Attempt to sell and/or move out of the jurisdiction his \$500,000 boat, subject to the Warrant and Amended Order;
- Attempt to sell his Ferrari, subject to the Warrant and Amended Order; and,
- Attempt to sell motorcycles, subject to the Warrant and Amended Order.

(Ex. G, Hr’g Tr. 44, 47, 48, 49, 50, 51.) Janura’s counsel specifically stated “we can argue all the discovery motions at a later time [provided Judge Newman did not grant the Motion to Strike].”

(Ex. G, Hr'g Tr. 50:3-4.) Then, Janura's counsel asked if suited the Court to proceed with the Motion to Strike only on violations of Court orders, Warrant, and Amended Order, and Judge Newman answered "[s]ure." (Hr'g Tr. 50:3-20). Thus, to clarify the record, although Judge Newman's Form 4 Order states "Plaintiff's Motion to Strike Defendant's Answer and Counterclaims and Motion to Compel (filed on 11/25/24) is DENIED", only a motion to strike on limited grounds was argued, as agreed to by Judge Newman and argued by both parties. (Ex. G, Hr'g Tr. 50.) The discovery motions were reserved to be argued at a later date. The Motion to Strike was denied.

LAW/ANALYSIS

An order dissolving a warrant of attachment is an immediately appealable interlocutory order. *Va-Carolina Chem Co. v. Wilkins*, 105 S.C. 291, 89 S.E. 659, 661 (1916); Jean H. Toal, Amelia W. Walker, Margaret E. Baker, *Appellate Practice in South Carolina*, 166 (S.C. Bar., 3d ed. 2016). Thus, the part of the first Form 4 Order regarding the granting of motions for reconsideration, resulting in the dissolution of the warrant of attachment, is immediately appealable, as a matter of law.

Orders containing a sufficient nexus to orders that contain immediately appealable issues may become reviewable. *Hodge v. UniHealth Post-Acute Care of Bamberg, LLC*, 422 S.C. 544, 575 n.9, 813 S.E.2d 292, 309 n.9 (Ct. App. 2018) (stating "courts may accept appeals of interlocutory orders not ordinarily immediately appealable when appealed with a companion issue proper for review but not when the issues appealed lack of sufficient nexus."); *Ferguson v. Charleston Lincoln/Mercury, Inc.*, 344 S.C. 502, 510, 544 S.E.2d 285, 290 (Ct. App. 2001), *aff'd as modified sub nom. Ferguson v. Charleston Lincoln Mercury, Inc.*, 349 S.C. 558, 564 S.E.2d 94

(2002) (providing “an interlocutory order may be reviewed if it contains appealable issues which are properly before the court.”).

Here, both the order dissolving the Warrant and the order denying the Motion to Strike center around the Warrant and the Amended Order. There is a sufficient nexus between the two orders. The two motions for reconsideration resulted in the dissolution of the Warrant. The Motion to Strike was based in significant part on violations of the Warrant and Amended Order. Moreover, as will be argued in the appellate briefs by Janura, Bright did not seek dissolution of the Warrant in his motions for reconsideration. He only sought modification of the Warrant. Therefore, the circuit court committed clear error when it dissolved the Warrant when that relief was not before it.

If the Warrant was dissolved improperly, there are strong grounds for the granting the Motion to Strike, as Bright’s counsel admits that Bright does not have to verify his answers to interrogatories or a list of Bright’s entities. (Ex. G, Hr’g Tr. 52-64.) The circuit court already ordered him to verify his discovery answers on November 21, 2023. (Order, dated May 20, 2024 from Hearing on Nov. 21, 2023, attached hereto as **Exhibit H**.) Then the circuit court ordered him again in the Amended Order. (Ex. E.) To date, Bright has not verified his discovery responses or a list of all entities in which he has an interest.

In sum, the order dissolving the Warrant is an immediately appealable interlocutory order. The order regarding the Motion to Strike is a companion order to the order dissolving the Warrant. It was included in the same Form 4 Order; both motions (for reconsideration and to strike the answer) were argued one after the other at the same hearing; and they both involve the Warrant and Amended Order. The order regarding the Motion to Strike is a companion order that should be heard on appeal by this Court, with the order dissolving the warrant of attachment.

CONCLUSION

For the above reasons, the Court should entertain both the order denying the motions to reconsider and dissolving the warrant and the order denying the motion to strike. Prior to the filing of this memorandum, Janura submitted an amended notice of appeal to reflect that she is not appealing at this time the order granting the release of the case to the general docket.

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January 15, 2026

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In the Court of Appeals

APPEAL FROM BEAUFORT COUNTY
Court of Common Pleas
The Honorable Jocelyn Newman, Circuit Court Judge

Case No. 2025-002577

Diana Janura f/k/a Diana Bright.....Appellant,

v.

Craig Bright,.....Respondent.

Exhibit A

MEMORANDUM OF LAW REGARDING APPEALABILITY OF ORDERS

Second Supplemental Complaint

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
)
COUNTY OF BEAUFORT) Case No. 2020-CP-07-01753

Diana Janura f/k/a Diana Bright,)
)
) Plaintiff)
)
 vs.)
)
Craig Bright,)
)
) Defendant)
)
)
)
)

**SECOND SUPPLEMENTAL
COMPLAINT**

(Jury Trial Demanded)

Plaintiff Diana Janura (“Plaintiff”) hereby supplements this action against Defendant Craig Bright (“Defendant”) based on the allegations set forth below:

PARTIES, JURISDICTION, AND VENUE

1. Plaintiff is a citizen and resident of Beaufort County, South Carolina.
2. Upon information and belief, Defendant is a citizen and resident of Beaufort County, South Carolina.
3. This Court has subject matter jurisdiction over the claims in this lawsuit and personal jurisdiction over the parties.
4. Venue is proper in this circuit because the Defendant lives, resides, and does business in Beaufort County, South Carolina, and the acts and omissions that are the subject of this action occurred in Beaufort County, South Carolina.

FACTS

5. Plaintiff and Defendant were wife and husband, having been married on August 26, 2005.
6. Three sons were born of this marriage. The first son was born in January 2009; the

second son was born in October 2012; and the third son was born in September 2014.

7. After nearly eleven years of marriage, Plaintiff and Defendant were divorced on March 9, 2016 pursuant to the Final Order Approving Final Settlement Agreement and Decree of Divorce filed on March 9, 2016 in the Beaufort County Family Court under Case Number 2015-DR-07-286.

8. Even though Plaintiff and Defendant are divorced, they are still 50/50 members/owners of BNC Holdings, LLC, which owns a number of parcels of commercial real estate, which is in the process of being dissolved.

9. Subsequent to the divorce, Defendant has engaged in a relentless attack against Plaintiff for years, sending barrages of false, defamatory, and outrageous emails and Facebook posts to Plaintiff, her lawyers, and the public at large.

10. Defendant continues to send these derogatory and inflammatory emails to Plaintiff despite the fact that he is under a court order to have no contact, including written contact, with Plaintiff.

11. Defendant's false, defamatory, and outrageous campaign to harm Plaintiff, by emails and posts to third persons has been malicious and beyond the bounds of human decency, calling or referring to the Plaintiff as follows:

- a. A murderer, by informing the public via Facebook and third parties via email, that Plaintiff intends to "kill him[.]" said Facebook post and email attached hereto as **Exhibit A;**
- b. A "cunt" at least fifteen times, emails attached hereto as **Exhibit B;**
- c. A "whore" and that she "took money for sex[.]" emails attached hereto as **Exhibit C;**

- d. A “con” and “liar” which is “confirmed by her accountant and friends[,]” emails and Facebook posts attached as **Exhibit D**;
 - e. A “fraud[,]” emails attached as **Exhibit E**;
 - f. A person who has a boyfriend who is a pedophile; emails attached as **Exhibit F**;
 - g. A person who has committed perjury and lied under oath, emails attached as **Exhibit G**; and,
 - h. Other defamatory and outrageous statements that may be revealed in discovery.
12. After the filing of this Complaint, Defendant has continued to utter numerous defamatory statements about Plaintiff and engage in a terroristic campaign against Plaintiff. These instances are as follows:
- a. On or about November 30, 2020, Defendant stated that Plaintiff pays off judges. Email attached hereto as **Exhibit H**.
 - b. On or about November 30, 2020, Defendant informed Linda Toporek and Kamisha Pruitt (Defendant’s supervisors for his telephone calls with the parties’ children) that Plaintiff is a “cheat.” Email attached hereto as **Exhibit I**.
 - c. On or about May 12, 2022, Defendant sent an email to a Katherine Ferguson stating that Plaintiff’s husband abuses the parties’ children and Plaintiff. Email attached hereto as **Exhibit J**.
 - d. On or about May 14, 2022, Defendant informed the Beaufort County Sheriff’s Office (Officer J. Mendicino) that Plaintiff and her husband threatened to kill him and stated these statements were made at the children’s soccer field and that the parties’ son could confirm that Plaintiff and her husband threatened to kill him. He made this statement even though Plaintiff’s husband was not at the soccer field as

he was en route in a plane to Chicago, Illinois.

- e. On or about May 14, 2022, Defendant called Plaintiff a “slut” and that she has had sexual intercourse with numerous men. He made this statement to Officer J. Mendicino of the Beaufort County Sheriff’s Office.
- f. On or about May 14, 2022, Defendant falsely accused Plaintiff of having sexual intercourse with Beaufort County Sheriff’s Officer Mendicino.
- g. On or about May 14, 2022, Defendant again called the Beaufort County Sheriff’s Office and informed Officer Dickman and Officer Mendicino that Plaintiff and her husband threatened to kill him. He made this statement even though Plaintiff’s husband was not at the soccer field as he was en route in a plane to Chicago, Illinois.
- h. On or about May 14, 2022, Defendant called Plaintiff a “fucking pariah” to Officer Dickman and Officer Mendicino of the Beaufort County Sheriff’s Office.
- i. On or about May 14, 2022, Defendant called Plaintiff a cunt to Officer Dickman and Officer Mendicino of the Beaufort County Sheriff’s Office.
- j. On or about May 14, 2022, Defendant called Plaintiff a harasser and a mother who wants to keep their children away from their father at a Beaufort County soccer field while numerous people were around and observing Defendant following Plaintiff around the field, videoing her every move.
- k. On or about May 14, 2022, Defendant left Plaintiff a voicemail, calling Plaintiff a “whore” and letting her know that he can come to “every sporting event I want” and “get ready to see me everywhere” which is in direct violation of a family court order.
- l. On or about August 15, 2022, Defendant cleaned out the parties’ sons’ 529

education plans to the tune of \$190,000 to create financial havoc for and to punish Plaintiff.

- m. On or about September 22, 2022, Defendant called Plaintiff a cunt to Officer Seronka of the Beaufort County Sheriff's Office. Defendant admitted that he called Plaintiff a cunt and that "she's still a cunt." Defendant made this statement while he was turning himself in to jail for charges of Unlawful Communications with Plaintiff. While he was turning himself in to the police, Defendant stated that he has a "lady who has the same last name as me" senator for his lawyer and that he would be out of jail in "two seconds" conveying to the officer that he is above the law, has no respect for it, and can buy his way out of any situation.
- n. On or about July 6, 2023, Defendant called Plaintiff a liar to Defendant's telephone call supervisor, Kamisha Pruitt. He also called Ms. Pruitt a liar. He then said Plaintiff and Ms. Pruitt "will burn in hell [f]or lies and I will Smile as [the parties' children] will when their mom dies an early death." A copy of this email is attached hereto as **Exhibit K**.
- o. On or about July 3, 2025, Defendant emailed John Boretti at South State Bank and Phillip Hartman, the business manager employed by BNC, that Plaintiff is "stealing from the company" and "I never expected my partner to steal but she has." A copy of this email is attached as **Exhibit L**.
- p. On or about July 10, 2025, Defendant claims Plaintiff "won't win in court even though she has bought them. There is a reason again she won't go to court. She loses the judge who is corrupt at best then" in an email to Kamisha Pruitt and Katherine Ferguson. A copy of this email is attached as **Exhibit M**.

13. All of these statements are false and were published to third persons (except the voicemail to Plaintiff and the 529 plans). These statements were made with the intent of harming Plaintiff. These actions served to control Plaintiff and to instill fear in her.

14. These emails and utterances represent a small fraction of the tens of thousands of emails and utterances that Defendant sends or speaks to third parties about Plaintiff in attempts to wrongfully defame, harass, humiliate, and harm Plaintiff.

15. In addition to the harm Defendant has caused Plaintiff via character attacks, his publications are additionally harmful to Plaintiff because Defendant knows that he and Plaintiff are dissolving their business. Upon information and belief, Defendant is engaging, in part, in this smear campaign to impugn her professional status so that any current or future business opportunities will fail.

16. In addition to Defendant's outrageous and defamatory campaign against Plaintiff, he has engaged in a long-standing stalking and harassment scheme to intimidate and strike fear in Plaintiff.

17. Defendant repeatedly and slowly drives by Plaintiff's house.

18. Defendant has driven and stopped in Plaintiff's driveway until she notices him, causing her to run around the house locking all doors and windows to protect herself and their young children. Upon information and belief, once he receives enough satisfaction from terrifying Plaintiff by parking in her driveway, he then drives off.

19. Defendant's campaign of terror and fear includes chasing Plaintiff in her car until she had to call 911 so the police could stop him, and walking into Plaintiff's house, opening up a beer, and refusing to leave.

20. His harassment of Plaintiff extends to their business. With no approval from

Plaintiff, he wrongfully withdrew approximately \$500,000 from their business account. He then texted Plaintiff's business manager informing him that if Plaintiff wanted the money, she would have to sue him for it.

21. Defendant has threatened to purchase the house across from Plaintiff to keep watch over all of her activities.

22. This threat to purchase the house across the street is not idle as he has engaged in this behavior before. Prior to buying her present home, Plaintiff purchased a lot in Spanish Wells and was planning on building a house. Then, Defendant purchased a house around the corner solely to intimidate, harass, and strike fear in Plaintiff. He succeeded because his purchase forced Plaintiff to abandon construction, sell the lot, and find a different property, where she currently resides with their three young children.

23. For her current home, Plaintiff spent approximately one year fixing it up and then moved in March of 2019. In or around August of 2020, Defendant placed an offer on the neighboring property and was under contract. Upon information and belief, he contracted this property just to intimidate, harass, and strike fear in Plaintiff. Due to Defendant's substantial assets, he can afford to fulfill his threats and move next door to wherever Plaintiff moves.

24. Plaintiff has received a phone call from Defendant's friend that he is concerned for her life and welfare.

25. Plaintiff fears for her life due to Defendant's actions, and Defendant has been successful in his reign of terror.

26. As a result of Defendant's campaign to terrorize, defame, intimidate, and engage in other outrageous misconduct, Plaintiff has suffered mental and emotional distress, loss of sleep, constant fear, damage to her reputation, and other actual, special, and consequential damages.

FOR A FIRST CAUSE OF ACTION
(Defamation)

27. The above allegations are hereby realleged as if stated herein verbatim.
28. All of the above statements made by Defendant about Plaintiff are defamatory, and none of them are true.
29. All of the above statements are actionable *per se* as they are allegations of a crime, unchastity, and impropriety or inadequacy in performing a trade or profession, including but not limited to the business that Plaintiff continues to have with Defendant.
30. All of the above statements were published with actual or implied malice.
31. All of the above statements are false.
32. All of the above statements were published by the Defendant to third persons, including the public at large.
33. All of the above statements concern the Plaintiff and impugn her reputation.
34. Plaintiff has been injured by Defendant's defamatory statements.
35. Defendant repeatedly made, and continues to make, the above defamatory statements wantonly, willfully, and maliciously to harm Plaintiff.
36. As a result of Defendant's multiple and repeated defamatory statements about Plaintiff, Plaintiff is entitled to judgment against Defendant for an appropriate amount of actual, special, and punitive damages, as well as any other appropriate relief.

FOR A SECOND CAUSE OF ACTION
(Outrage)

37. The above allegations are hereby realleged as if stated herein verbatim.
38. Defendant has intentionally and recklessly inflicted severe emotional distress on Plaintiff while being certain or substantially certain that such distress would result from his

conduct.

39. Defendant's conduct has been and continues to be so extreme and outrageous as to exceed all possible bounds of decency and should be regarded as atrocious and utterly intolerable.

40. Defendant's relentless misconduct caused Plaintiff mental and emotional distress that no reasonable person could be expected to endure.

41. Defendant maliciously chose to strike fear in Plaintiff with their children in her house.

42. As a result of Defendant's outrageous conduct, Plaintiff is entitled to judgment against Defendant for an appropriate amount of actual and punitive damages.

FOR A THIRD CAUSE OF ACTION
(Assault)

43. The above allegations are hereby realleged as if stated herein verbatim.

44. Defendant's misconduct places Plaintiff in reasonable fear of bodily harm.

45. Defendant's misconduct is of a nature, and made under circumstances, that would affect the mind of one of ordinary reason and firmness and influence her conduct.

46. Defendant knows, or should know, that his threatening behavior causes fear in Plaintiff.

47. Defendant maliciously chose to strike fear in Plaintiff with their children in her house.

48. As a result of Defendant's assaults on Plaintiff, Plaintiff is entitled to judgment against Defendant for an appropriate amount of actual and punitive damages.

WHEREFORE, Plaintiff prays for judgment against Defendant in an appropriate amount of actual and punitive damages, to be determined by the jury, for the recovery of Plaintiff's costs and attorney's fees, and for such further and other relief as the Court deems just and proper.

SOWELL & DuRANT, LLC

s/Bess J. DuRant

Thornwell F. Sowell, III (SC Bar No. 5197)

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September 15, 2025

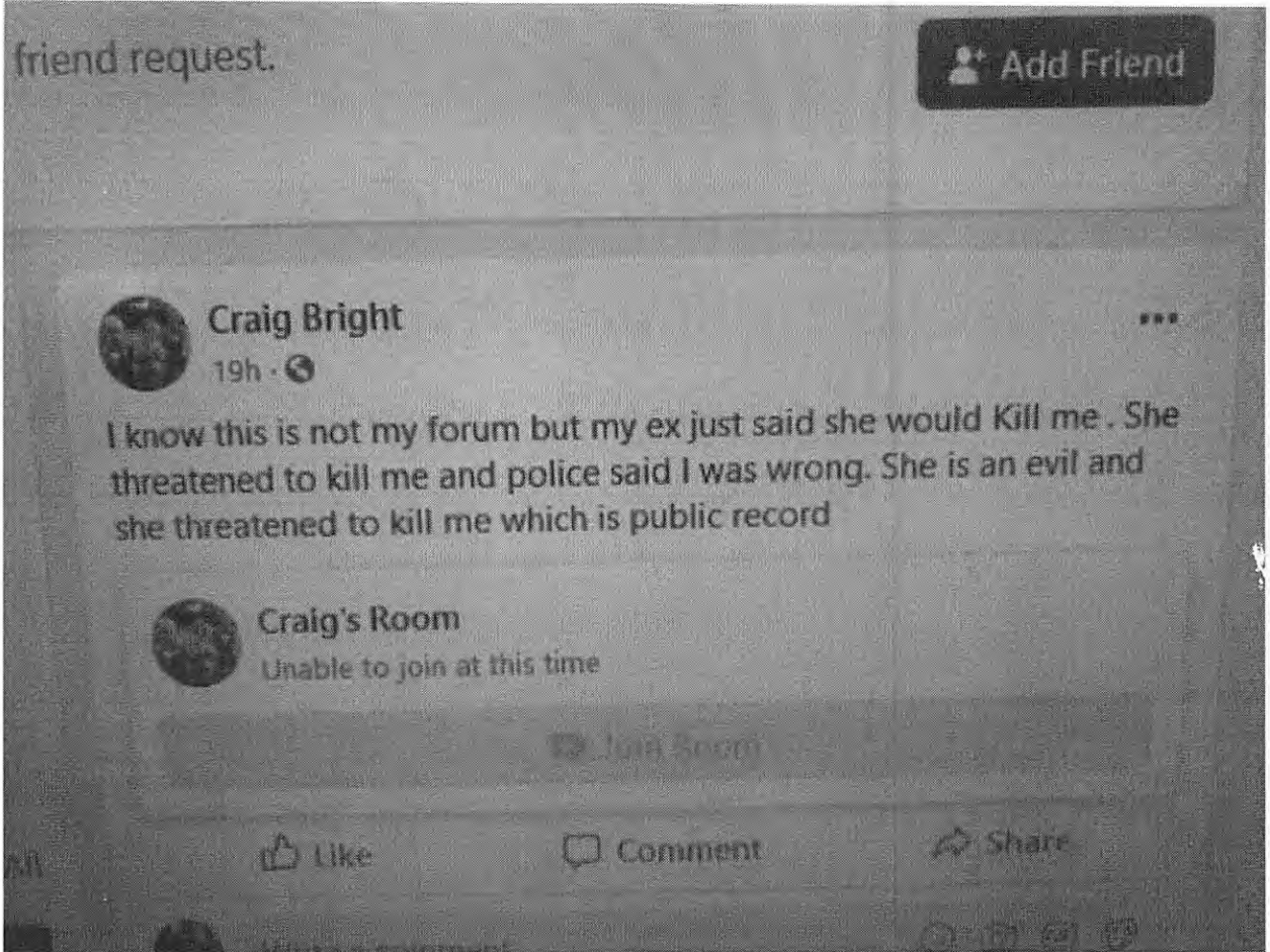
JURY TRIAL DEMANDED

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
)
COUNTY OF BEAUFORT) Case No. 2020-CP-07-01753

Diana Janura f/k/a Diana Bright,)
)
Plaintiff)
)
vs.)
)
Craig Bright,)
)
Defendant)
)
_____)

Exhibit A

SECOND SUPPLEMENTAL COMPLAINT



-----Original Message-----

From: Craig Bright <cbright696@gmail.com>

Sent: Monday, August 10, 2020 10:24 AM

To: Rene Stuhr Dukes <rdukes@rosenhagood.com>; Katherine G Ferguson <katherine@fergusonandfergusonlaw.com>

Subject: 23-b

Deal is officially dead Katherine. Buyer won't touch in this environment and significant repairs are needed. So sorry Katherine you and your real estate licensed client have no idea about valuations. I am signing termination letter and we don't stand a chance of selling it anytime so unfortunately I am going to have a partner for much longer than I want. She is toxic and as police records will indicate she threatened to kill me when I was looking at an investment I had under contract. I take this threat very seriously as do the police.

Sent from my iPhone

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
)
COUNTY OF BEAUFORT) Case No. 2020-CP-07-01753

Diana Janura f/k/a Diana Bright,)
)
Plaintiff)
)
vs.)
)
Craig Bright,)
)
Defendant)
)
_____)

Exhibit B

SECOND SUPPLEMENTAL COMPLAINT



Dave Bright <dbright696@gmail.com>

Dave

Craig Bright <cbright696@gmail.com>
To: dianabright2@gmail.com

Thu, May 3, 2018 at 5:40 PM

Dave, I know a cunt could be that wide. She is such a bitch. I'm glad she has all my money. I'll see you next week.
Love you buddy

Sent from my iPhone

From: Craig Bright <cbright696@gmail.com>
Date: September 23, 2019 at 5:26:00 PM EDT
To: katherine@fergusonandfergusonlaw.com, dianabright2@gmail.com
Subject: Ignorant

I knew I wouldn't hear back. I would accept an apogee
I can see my
Kids because my
Ex s cunt which is a know fact. Your Harrassment gives another reason, please apologize
Sent from my iPhone

Begin forwarded message:

From: Craig Bright <cbright696@gmail.com>
Date: October 28, 2019 at 5:06:02 PM EDT
To: Katherine G Ferguson <katherine@fergusonandfergusonlaw.com>
Subject: Hi

Hey Danielle, let's catch up tomorrow and have some fun this weekend. The cunt is out of town. Talk then.

Sent from my iPhone

From: Craig Bright <cbright696@gmail.com>
Sent: Tuesday, October 29, 2019 3:23 PM
To: Katherine G Ferguson <katherine@fergusonandfergusonlaw.com>
Subject: Fwd: BNC Holdings Lease to VayK Gear

Your client is a con and a cunt. Excuse the vernacular. I mean a bitch she asked for no lease changes and you asked the court to approve that. Ignorance is the best word for it and the court will agree. You want something but accept and do different. you guys are ignorant and irrelevant. Fuck off. You cost me money.

Sent from my iPhone

Begin forwarded message:

From: Baker Wilkins <baker@naicarolinacharter.com>
Date: October 29, 2019 at 2:13:47 PM EDT
To: Walter Nester <WNester@MCNAIR.NET>, "Martin, David" <DMartin@mcnair.net>, Phil Hartman <phillip@hrghiltonhead.com>
Cc: Walter Wilkins <walter@naicarolinacharter.com>
Subject: FW: BNC Holdings Lease to VayK Gear

Walter, David and Phil,

Please see the 1st attachment.

We have the go ahead to move forward from Craig and Diana with preparing and sending the Southcoast lease as well as the VayK Gear lease.

SOUTHCOAST MANAGEMENT

We need a lease reflecting the terms in the attached authorization form for Southcoast Management. They are moving from unit 202 to 201. The lease will be on the same form as they have now but with the new business terms as stated.

So, I believe we will also want to get them to sign a lease termination for unit 202?

VAYK GEAR

In addition, we need a few changes to the attached VayK lease.

Phil, see section 3.7 on page 3 – could you provide some input for BFM to insert when you expect landlord's work will be completed ie; delivery date?

Landlord's responsibility needs a little tweaking per the LOI such as;

- Landlord is responsible for property taxes, insurance for the building, impact and capacity fees (not sure if we know what the amount for those fees are yet?). The plan was and should still be to have Walter Nester handle the impact fees with the county but Craig and Phil may need confirm.
- To ensure that existing Electrical and HVAC systems servicing the Premises are in good working order and shall warranty same during the term of the lease subject to HVAC section – the issue WW is pointing out is the warranty for “first year” needs to be removed or state the term of the lease.

WW has a few other minor redline comments as well.

Please forward these lease drafts as “version 1” so we can send to both tenants to review.

Thanks,

Baker

Baker Wilkins

NAI Carolina Charter

Principal

843.247.2470

baker@naicarolinacharter.com

From: Walter Wilkins <walter@naicarolinacharter.com>

Date: Friday, October 25, 2019 at 1:10 PM

To: Baker Wilkins <baker@naicarolinacharter.com>

Subject: Re: BNC Holdings Lease to VayK Gear

Baker,

See the attached draft of the lease with my comments...

Section 3.6 – Tenant shall be entitled to possession no later than October 20, 2019.... Need to change that date?

They may be dealt with by not mentioning them in the lease, but Property Taxes, and Building/Property Insurance to be responsibility of Landlord is not addressed in the lease. Landlord’s Work: Broom Clean condition, Impact / Capacity Fees, did warranty change with regards to HVAC from warranted to warranties for one year? See comments / changes on attached draft lease document.

Also start date of NOV 1 start may need to get pushed a little, but let’s get past whatever issues and these few changes and get to them for Tenant’s review...

Thanks,

ww

From: Craig Bright <cbright696@gmail.com>
Date: October 29, 2019 at 2:55:37 PM EDT
To: Diana Bright <dianabright2@gmail.com>
Subject: Hey

Hey Dave, I'm back in the same place with Diana. She uses the kids to be her shield. I don't hate her but I wonder why she does what she does. We used to love each other and I left Michelle to be with her. I went to just get along but she is all about taking the money and what's best for her and the guys she will never marry. Please don't act her and try to tell her she is wrong and stop being a cunt. Thanks Dave.

Sent from my iPhone

From: Craig Bright <cbright696@gmail.com>
Sent: Wednesday, October 30, 2019 4:44 PM
To: Katherine G Ferguson
Cc: Karyn L Brister
Subject: Re: Call

Stupid cunt

Sent from my iPhone

> On Oct 30, 2019, at 4:33 PM, Katherine G Ferguson <katherine@fergusonandfergusonlaw.com> wrote:

>
> Mr. Bright,
>
> Pursuant to the Final Consent Order Ending case, you are to be blowing into SoberLink three (3) times a day to show your sobriety from alcohol. Further, the Order requires you to be restrained from consuming or being under the influence of any alcohol whatsoever 12 hours before and while on any phone call with the children.

>
> Until you use SoberLink as required by the Court Order and show your sobriety, my client has no choice but to cancel the phone call this evening with the minor children. Further, there is a no contact provision in the Final Consent Order. Due to your lack of sobriety, my client will have no choice but to call the police if you show up to any of your children's extracurricular activities, to include soccer games.

>
> Please refer the Final Consent Order Ending Case in regard to your obligations pursuant to said Order.

>
> Sincerely,

>
>
> Katherine G. Ferguson, Esq.
> Ferguson & Ferguson, LLC
> 1001 Bay Street (29902)
> Post Office Box 1745
> Beaufort, South Carolina 29901- 1745
> 843-470-4704 (p)
> 844-272-2129 (f)
> Katherine@fergusonandfergusonlaw.com
> Please note my new email address.

>
>
>
>
> -----Original Message-----
> From: Craig Bright <cbright696@gmail.com>
> Sent: Wednesday, October 30, 2019 12:16 PM
> To: Katherine G Ferguson <katherine@fergusonandfergusonlaw.com>
> Subject: Call

>

> Hi Catherine, I do not expect you to respond as you never do but I just wanted to let you know that I have miss placed my server link. I'd like to talk with my children this evening. Please let me know if your client will except the car. I have a friend his son is playing soccer at 5:30 so I will be at the same field where my children are. I just wanted to let you know ahead of time as I'm going to go visit my friends son. Also, Phil has notHeard back from you about the hearing. Please let him know as he is up in the air about attending as he will not without a subpoena. Have a great day

>

> Sent from my iPhone

-----Original Message-----

From: Craig Bright <cbright696@gmail.com>
Sent: Wednesday, October 30, 2019 4:46 PM
To: Katherine G Ferguson <katherine@fergusonandfergusonlaw.com>
Subject: Re: Call

I will anosikitt be there to see my friends so. Jake plant and Walter coach. Your a bad liar and one who relies on fear. If my last attorney wasn't an idiot and a pissy I would be here. I will see her there. The police won't do anything as I'm only there to see a friend play. Fuck off katherine. You can't intimidate me and your client is a cunt.

Sent from my iPhone

- > On Oct 30, 2019, at 4:33 PM, Katherine G Ferguson <katherine@fergusonandfergusonlaw.com> wrote:
- >
- > Mr. Bright,
- >
- > Pursuant to the Final Consent Order Ending case, you are to be blowing into SoberLink three (3) times a day to show your sobriety from alcohol. Further, the Order requires you to be restrained from consuming or being under the influence of any alcohol whatsoever 12 hours before and while on any phone call with the children.
- >
- > Until you use SoberLink as required by the Court Order and show your sobriety, my client has no choice but to cancel the phone call this evening with the minor children. Further, there is a no contact provision in the Final Consent Order. Due to your lack of sobriety, my client will have no choice but to call the police if you show up to any of your children's extracurricular activities, to include soccer games.
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- > Please refer the Final Consent Order Ending Case in regard to your obligations pursuant to said Order.
- >
- > Sincerely,
- >
- >
- > Katherine G. Ferguson, Esq.
- > Ferguson & Ferguson, LLC
- > 1001 Bay Street (29902)
- > Post Office Box 1745
- > Beaufort, South Carolina 29901- 1745
- > 843-470-4704 (p)
- > 844-272-2129 (f)
- > Katherine@fergusonandfergusonlaw.com
- > Please note my new email address.

>
>
>
>
> -----Original Message-----
> From: Craig Bright <cbright696@gmail.com>
> Sent: Wednesday, October 30, 2019 12:16 PM
> To: Katherine G Ferguson <katherine@fergusonandfergusonlaw.com>
> Subject: Call
>
> Hi Catherine, I do not expect you to respond as you never do but I just wanted to let you know that I have miss placed my server link. I'd like to talk with my children this evening. Please let me know if your client will except the car. I have a friend his son is playing soccer at 5:30 so I will be at the same field where my children are. I just wanted to let you know ahead of time as I'm going to go visit my friends son. Also, Phil has not heard back from you about the hearing. Please let him know as he is up in the air about attending as he will not without a subpoena. Have a great day
>
> Sent from my iPhone

From: Craig Bright <cbright696@gmail.com>
Date: November 1, 2019 at 5:35:37 PM EDT
To: Katherine G Ferguson <katherine@fergusonandfergusonlaw.com>
Subject: Hi

I will use the word vagina instead of cunt from here forward. My counsel tells me you don't like the word cunt

Sent from my iPhone

From: Craig Bright <cbright696@gmail.com>
Date: December 19, 2019 at 8:30:50 PM EST
To: Katherine G Ferguson <katherine@fergusonandfergusonlaw.com>, Rene Stuhr Dukes <rdukes@rosenhagood.com>
Subject: Christmas

My ex wife is a small cunt but I need to know what my kids wants for Christmas so let me know. If I wanted to be mean I would call her a big cunt so don't let the vernacular get in the way. I would use vagina but it's so everyday. I'm more intelligent as you all are. Let me know.
Sent from my iPhone

From: Craig Bright <cbright696@gmail.com>
Date: January 29, 2020 at 3:24:42 PM EST
To: Diana Bright <dianabright2@gmail.com>, Rene Stuhr Dukes <rdukes@rosenhagood.com>, Katherine G Ferguson <katherine@fergusonandfergusonlaw.com>
Subject: Cunt

That explains. Enough.

Sent from my iPhone

From: Craig Bright <cbright696@gmail.com>
Date: May 12, 2020 at 11:06:12 AM EDT
To: Rene Stuhr Dukes <rdukes@rosenhagood.com>, Katherine G Ferguson <katherine@fergusonandfergusonlaw.com>
Subject: Re: Rule

Katherine, can you share some light on when your client made up that I was in her yard. Of course you have nothing as I did nothing. Your client has lied under oath which we have proven and she has lied to her counsel. (Ps, I habe bnc tax return for last year. Guess what? She made money!) I know you are then going how could that be as your client said she had no income

And you emphasized that point. Do you want a copy before you apologize for your client All this case is a lot of "she said" and that's it. How come their are no pictures, police reports, comments form the kids about this. Because NONE of it happened. This is defamation of character.

My sons will be receiving mail again this week. You have held mail that you said you would pass on to the sons, do now you have lies to Rene and the kids. I will ask them about it for sure About my letters as I am the father and have every right to a relationship with my sons. You sent me to pay support every month or you threaten suit. Apparently you have a fantasy that I did something wrong besides call Diana a cunt. (This is the work used in the court documents)

All of this is because of that. The judge who hopefully will read this as I have given up my client privilege will see that in fact nothing ever happened that you made accusations of. If any of it did you would of filed suit as you always file suit for anything per the court records. Now you are going to mention after over three months that I might have been late or early for a sonerlink. I assume this all because you care so much about my health. I have never been accused of being around my kids even intoxicated in my life. Diana has told the community that I got a dui with the kids in the car and that's why I can't see them. I have

Several people who you will see affidavits from in this regard. Diana was shocked that Ohio and baker both thought what she wants is unfair and wrong and she relied on them! If you ever fact checked your client, you would see she has a similar track record to trump and it can be proven. Can't wait to see and talk with the boys and as much as you try to delay and push off me seeing my kids, I will persevere. I keep all this correspondence of what you and Diana want for the sakes of the kids and when they are adults it will be very informative to read up on how their mom did anything and everything to lie to her counsel to block my

Contact with them because I called her a name. Show one tone where in my 15 years of being with Diana where there has been even one issue!!! I have blood tests that I am taking so tell a judge after four years I should see my kids because I blew in something late because I was working to pay my child support. All your doing is hurting the kids and making the transition harder in a couple months. I look forward to the new school uear and going to all their events and meeting teachers and all their friends, etc. it will be a busy fall! PS, I also refinanced yesterday one of our buildings, extended a terminated

lease and am formally exercising my options for a third year in the space in my building where I run my business at 1476. I am also moving our full time marketing to 1476.

Sent from my iPhone

On May 12, 2020, at 10:01 AM, Rene Stuhr Dukes <rdukes@rosenhagood.com> wrote:

Craig,

I am getting ready to sign off for the day. As I mentioned, my daughter in law is going in for surgery today, but what I didn't tell you is that it for the birth of my grandchild, who has some complications, and will be going into the NICU. I did talk with Katherine, who told me that the reason they wanted to communicate through email (with her not charging) was because it was only a few months ago when you were running up into the yard screaming, and that they are concerned that when Diana agrees to one thing, you immediately ask for more (the give an inch euphemism). She also said that you are not in compliance with the Soberlink requirements under the order, and she will be sending me a formal letter with regard to that issue and mediation.

I told you I would file a motion, but it will not be on an emergency basis. I need to also tell you that, as I have before, that your own communications will be used against you, and I doubt a judge will grant you relief based on those communications. In short, I think it will be a waste of your money. I also think that it could negatively impact the outcome of the motion related to the arbitration award because it will allow/require Diana to file more pleadings and affidavits which cast you in a bad light.

As always, I am willing to advocate for you, but I have to do that based on the facts. And you create the factual scenario.

Think about it, and we can talk later.

ROSEN | HAGOOD
RENE STUHR DUKES
|Attorney at Law|
151 Meeting Street, Suite 400
Charleston, SC 29401
|office| 843-577-6726
|fax| 843-724-8036
|direct phone| (843) 266-8142
|direct fax| (843) 266-2247
rdukes@rosenhagood.com
www.rosenhagood.com

Our website and email have changed.
Please change your records accordingly.

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This electronic mail transmission and any accompanying documents contain information belonging to the sender which may be confidential and legally privileged. This information is intended only for the use of the individual or entity to whom it is addressed. If you are not the intended recipient, any disclosure, copying, distribution, or action taken in reliance on the contents of the information contained in this transmission is strictly prohibited. If you have received this transmission in error, please immediately notify us by telephone at (843) 577-6726 and delete the message. Thank you.

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To comply with U.S. Treasury Department regulations, we inform you that, unless otherwise expressly indicated, any tax advice contained in this communication (including any attachments or enclosures) is not intended or written to be used, and cannot be used, for the purpose of (i) avoiding penalties that may be imposed under the Internal Revenue Code or any other applicable tax law, or (ii) promoting, marketing or recommending to another party any entity, investment, plan, transaction, arrangement, or other tax related matter.

-----Original Message-----

From: Craig Bright [<mailto:cbright696@gmail.com>]
Sent: Monday, May 11, 2020 6:34 PM
To: Rene Stuhr Dukes <rdukes@rosenhagood.com>
Subject: Rule

Rene, don't even waste time calling Katherine. File a motion first thing in the morning to show cause. She is intentionally keeping me unlawfully from having a relationship with my kids. You said you would file if they did this and I need you to on an emergency basis as I am wasting valuable days being traumatized as well as my kids brain washed. Someone told me yesterday when I asked him why he thought I never was around the kids. He said he heard I got a dui with all the kids in the car!! This must stop now and I must be able to contact my kids unfettered by her every wish to hurt my relationship with the kids which it has. Yes I'm pissed. It took her a week to get to what we knew would happen when you couldn't get confirmation my letter was sent.

Sent from my iPhone

From: Regina Banis <regina@lowcountryvisitationcenter.com>
Date: July 1, 2020 at 8:33:30 PM EDT
To: Craig Bright <cbright696@gmail.com>
Cc: Laurie McCall <laurie@lowcountryvisitationcenter.com>, Katherine G Ferguson <katherine@fergusonandfergusonlaw.com>
Subject: Re: Bright

Mr. Bright -

Your language is unacceptable. You terminated our business relationship. You have no reason to email us again.

Best of luck finding a new supervisor.

Regina Banis

Dictated from my iPhone - please forgive typos.

On Jul 1, 2020, at 3:09 PM, Craig Bright <cbright696@gmail.com> wrote:

Hi! My children's mom has out in writing she does not want me to speak with my children ever. These are her exact words. I have choose her wishes so my kids can see how much an ass she is!!!! Going to publish in the packet. I have forwarded for this issue. I am publishing Diana's wishes in the packet tomorrow. Good thing I have her copy. She is a cunt.

Sent from my iPhone

On Jul 1, 2020, at 9:45 AM, Laurie McCall <laurie@lowcountryvisitationcenter.com> wrote:

Hi, Ms. Ferguson and Mr. Bright,

The only thing I said with regard to emails and letters is that according to Ms. Bright, any and all communication that Mr. Bright has with the children, including letters and emails, needs to go through the attorneys, and according to Ms. Bright, any emails or mail that goes directly to Ms. Bright is in violation of a no-contact order.

Also, Mr. Bright, the last time we spoke, you sent me the attached text. As you requested, I let Ms. Bright know you would no longer be using our services. If you would like to continue with Lowcountry Visitation Center, I will need to speak with Regina first, and then I will get back to you. We will not be able to accommodate a visit this Wednesday.

Warmest Regards,
Laurie

----- Forwarded message -----

From: Craig Bright <cbright696@gmail.com>

Date: Mon, Jun 29, 2020 at 8:38 AM

Subject: Bright

To: Katherine G Ferguson <katherine@fergusonandfergusonlaw.com>

Cc: Laurie McCall <laurie@lowcountryvisitationcenter.com>

Good morning Katherine, can you please confirm that you are receiving my emails so at least I can be assured a line of communication exists. Could you please also again confirm that was letter was sent. The supervisors was told by Diana that the kids are definitely getting the emails sent through you. Is Diana being truthful with her. I have copied Laura as I want to have a very productive call on Wednesday with all the boys and want to discuss the content of the letters. I.e. what did they do with their graduation gifts I gave them? Who did they donate money to to learn more about charitable actions. These are all character building discussions which sons need to have with their dad. Please let me know as I want to send another letter through you this week as you have even agreed to one a week yourself as her attorney. Thank you in advance.

Sent from my iPhone

--
Laurie Kellogg
Visitation Supervisor
Lowcountry Visitation Center, LLC
Laurie@LowcountryVisitationCenter.com
www.LowcountryVisitationCenter.com

843-384-0254
<Text.PNG>

From: Craig Bright <cbright696@gmail.com>
Date: July 2, 2020 at 8:27:29 AM EDT
To: Laurie McCall <laurie@lowcountryvisitationcenter.com>
Cc: Regina Banis <regina@lowcountryvisitationcenter.com>, Katherine G Ferguson <katherine@fergusonandfergusonlaw.com>
Subject: Re: Bright

Congratulations Katherine. You had YOUR supervisor run interference for you. The word "cunt" is the only reason five years later I can't see my kids. That alone shows you never did anything to research this.

Sent from my iPhone

On Jul 1, 2020, at 9:45 AM, Laurie McCall <laurie@lowcountryvisitationcenter.com> wrote:

Hi, Ms. Ferguson and Mr. Bright,

The only thing I said with regard to emails and letters is that according to Ms. Bright, any and all communication that Mr. Bright has with the children, including letters and emails, needs to go through the attorneys, and according to Ms. Bright, any emails or mail that goes directly to Ms. Bright is in violation of a no-contact order.

Also, Mr. Bright, the last time we spoke, you sent me the attached text. As you requested, I let Ms. Bright know you would no longer be using our services. If you would like to continue with Lowcountry Visitation Center, I will need to speak with Regina first, and then I

will get back to you. We will not be able to accommodate a visit this Wednesday.

**Warmest Regards,
Laurie**

----- Forwarded message -----

From: Craig Bright <cbright696@gmail.com>

Date: Mon, Jun 29, 2020 at 8:38 AM

Subject: Bright

To: Katherine G Ferguson <katherine@fergusonandfergusonlaw.com>

Cc: Laurie McCall <laurie@lowcountryvisitationcenter.com>

Good morning Katherine, can you please confirm that you are receiving my emails so at least I can be assured a line of communication exists. Could you please also again confirm that was letter was sent. The supervisors was told by Diana that the kids are definitely getting the emails sent through you. Is Diana being truthful with her. I have copied Laura as I want to have a very productive call on Wednesday with all the boys and want to discuss the content of the letters. I.e. what did they do with their graduation gifts I gave them? Who did they donate money to to learn more about charitable actions. These are all character building discussions which sons need to have with their dad. Please let me know as I want to send another letter through you this week as you have even agreed to one a week yourself as her attorney. Thank you in advance.

Sent from my iPhone

--
Laurie Kellogg
Visitation Supervisor
Lowcountry Visitation Center, LLC
Laurie@LowcountryVisitationCenter.com
www.LowcountryVisitationCenter.com
843-384-0254
<Text.PNG>

From: Craig Bright <cbright696@gmail.com>
Date: July 21, 2020 at 5:06:28 PM EDT
To: Katherine G Ferguson <katherine@fergusonandfergusonlaw.com>
Subject: Ps

It is also illegal to call somebody a cunt. I called you that and I'll call my ex-wife that forever. Guess what it's not illegal to call somebody a cunt. You were going to make a lot of money to fit Indiana here which is great for you. You know she was wrong from the beginning in your cunt to back her. Your Kid will know your morals which are mine. Pay Her and you will do whatever. You must have been a cheap date but surely easy like Diana. She slept me the first Time I met her. Easy.

Sent from my iPhone

From: Craig Bright <cbright696@gmail.com>

Date: July 22, 2020 at 8:21:04 PM EDT

To: Rene Stuhr Dukes <rdukes@rosenhagood.com>, Katherine G Ferguson
<katherine@fergusonandfergusonlaw.com>, Diana Bright <dianabright2@gmail.com>

Subject: Hi

I went by my new home and she harasserd me. Crazy cunt

Sent from my iPhone

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
)
COUNTY OF BEAUFORT) Case No. 2020-CP-07-01753

Diana Janura f/k/a Diana Bright,)
)
Plaintiff)
)
vs.)
)
Craig Bright,)
)
Defendant)
)
_____)

Exhibit C

SECOND SUPPLEMENTAL COMPLAINT



Links: Bright <cbright896@gmail.com>

BNC Operating Account

Craig Bright <cbright896@gmail.com>

Sun, May 6, 2018 at 1:50 PM

To: Phillip Hartman <phillip@hrghiltonhead.com>

Cc: "dianabright2@gmail.com" <dianabright2@gmail.com>

Diana. Let me know. You sent the police to see me because I caught you sleeping with your front of my sons. You are the worst mom and person every and have dashed my sir forever with your being a whore. I asked and it is not illegal to call you a slit as you are. I can't believe you tested my kids to you being a slit as that is what they will knit you as. Diana the slut!!!

Sent from my iPhone

On May 6, 2018, at 9:28 AM, Phillip Hartman <phillip@hrghiltonhead.com> wrote:

[Quoted text hidden]

From: Craig Bright <cbright696@gmail.com>
Sent: Wednesday, October 30, 2019 4:57 PM
To: Katherine G Ferguson
Subject: Re: Call

It's a fucking public place
So good luck.

Your client has slept with multiple men during our marriage and is basically a whore. You can charge her all you want and I know you will. You have no ethics and are as money hungry as well. It's too bad because you are a nice person but money drives you. I will see her there and call the police. I can go to see my friend play. On the way

Sent from my iPhone

> On Oct 30, 2019, at 4:33 PM, Katherine G Ferguson <katherine@fergusonandfergusonlaw.com> wrote:

>

> Mr. Bright,

>

> Pursuant to the Final Consent Order Ending case, you are to be blowing into SoberLink three (3) times a day to show your sobriety from alcohol. Further, the Order requires you to be restrained from consuming or being under the influence of any alcohol whatsoever 12 hours before and while on any phone call with the children.

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> Until you use SoberLink as required by the Court Order and show your sobriety, my client has no choice but to cancel the phone call this evening with the minor children. Further, there is a no contact provision in the Final Consent Order. Due to your lack of sobriety, my client will have no choice but to call the police if you show up to any of your children's extracurricular activities, to include soccer games.

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> Please refer the Final Consent Order Ending Case in regard to your obligations pursuant to said Order.

>

> Sincerely,

>

>

> Katherine G. Ferguson, Esq.

> Ferguson & Ferguson, LLC

> 1001 Bay Street (29902)

> Post Office Box 1745

> Beaufort, South Carolina 29901- 1745

> 843-470-4704 (p)

> 844-272-2129 (f)

> Katherine@fergusonandfergusonlaw.com

> Please note my new email address.

>

>

>

>

>

> -----Original Message-----

> From: Craig Bright <cbright696@gmail.com>

> Sent: Wednesday, October 30, 2019 12:16 PM

> To: Katherine G Ferguson <katherine@fergusonandfergusonlaw.com>

From: Craig Bright <cbright696@gmail.com>

Date: January 29, 2020 at 3:31:10 PM EST

To: Diana Bright <dianabright2@gmail.com>, Katherine G Ferguson
<katherine@fergusonandfergusonlaw.com>, Rene Stuhr Dukes <rdukes@rosenhagood.com>

Subject: Fraud

Diana's and our banker as well my accountant which we both use. This shows her wealth and ignorance as she uses them not habe said she lied under oath that she makes no income. Please file suit for her simply being a con, whore (meaning she took money for sex) and a liar. (Confirmed by her accountant and friends)

Sent from my iPhone

-----Original Message-----

From: Craig Bright <cbright696@gmail.com>

Sent: Thursday, July 16, 2020 10:37 AM

To: Katherine G Ferguson <katherine@fergusonandfergusonlaw.com>

Subject: Bright

Please let me know if you will be filing suit so I can publish Diana's want. She is sick and you are for defending her. Everything you do will be public and when you try to not make it public, they will know that. Stop being a whore (work for money) and let me see my sons. I will work tirelessly to make your practice one that whores go to. I hope she has paid her monthly retainer to feed your baby.
Sent from my iPhone

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
)
COUNTY OF BEAUFORT) Case No. 2020-CP-07-01753

Diana Janura f/k/a Diana Bright,)
)
Plaintiff)
)
vs.)
)
Craig Bright,)
)
Defendant)
)
_____)

Exhibit D

SECOND SUPPLEMENTAL COMPLAINT

From: Craig Bright <cbright696@gmail.com>
Sent: Wednesday, October 30, 2019 4:57 PM
To: Katherine G Ferguson
Subject: Re: Call

It's a fucking public place
So good luck.

Your client has slept with multiple men during our marriage and is basically a whore. You can charge her all you want and I know you will. You have no ethics and are as money hungry as well. It's too bad because you are a nice person but money drives you. I will see her there and call the police. I can go to see my friend play. On the way

Sent from my iPhone

> On Oct 30, 2019, at 4:33 PM, Katherine G Ferguson <katherine@fergusonandfergusonlaw.com> wrote:

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> Mr. Bright,

>

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> Please refer the Final Consent Order Ending Case in regard to your obligations pursuant to said Order.

>

> Sincerely,

>

>

> Katherine G. Ferguson, Esq.

> Ferguson & Ferguson, LLC

> 1001 Bay Street (29902)

> Post Office Box 1745

> Beaufort, South Carolina 29901- 1745

> 843-470-4704 (p)

> 844-272-2129 (f)

> Katherine@fergusonandfergusonlaw.com

> Please note my new email address.

>

>

>

>

> -----Original Message-----

> From: Craig Bright <cbright696@gmail.com>

> Sent: Wednesday, October 30, 2019 12:16 PM

> To: Katherine G Ferguson <katherine@fergusonandfergusonlaw.com>

From: Craig Bright <cbright696@gmail.com>
Date: January 29, 2020 at 3:31:10 PM EST
To: Diana Bright <dianabright2@gmail.com>, Katherine G Ferguson
<katherine@fergusonandfergusonlaw.com>, Rene Stuhr Dukes <rdukes@rosenhagood.com>
Subject: Fraud

Diana's and our banker as well my accountant which we both use. This shows her wealth and ignorance as she uses them not have said she lied under oath that she makes no income. Please file suit for her simply being a con, whore (meaning she took money for sex) and a liar. (Confirmed by her accountant and friends)

Sent from my iPhone

From: Craig Bright <cbright696@gmail.com>
Date: January 29, 2020 at 4:20:56 PM EST
To: Diana Bright <dianabright2@gmail.com>, Katherine G Ferguson <katherine@fergusonandfergusonlaw.com>, Rene Stuhr Dukes <rdukes@rosenhagood.com>
Subject: Tax return

Rene. Please have the court send Diana's 2018 return. I think late would want to know she is representing a liar. My accountant already said she is and I know late will take all the money she can get but we can all agree she is a liar. Katy might know that or simply just was ignorant to her clients lies. I hope she was not complicit and only ignorant. Please ask her formally as I know this isn't. Thanks. I don't think she will lie when asked. Child support alone would not pay for all of Diana's legal expenses. Can't weight for her response.

Sent from my iPhone

5:23

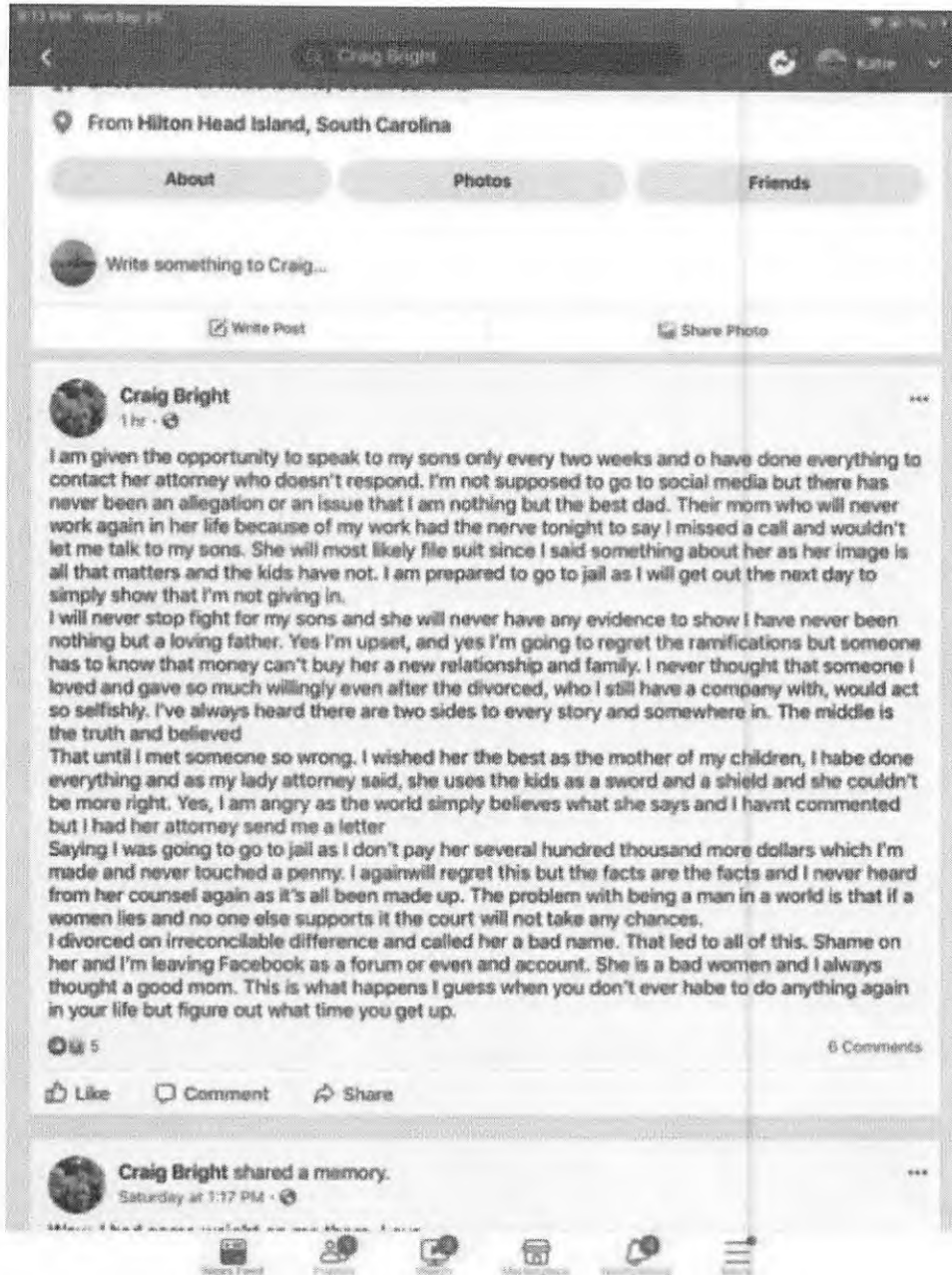


Craig Bright
th · 🌐



Hello, I have used this forum to vent in the past inappropriately. My ex wife and her attorney (Katherine Ferguson) have for years tried to keep me from communicating with my sons who I financially take care of(not relevant). For reasons that are only hurtful from my ex she lets me have no contact with them because I called her a bad name (I reference this as it is all public record and she threatened to send me to jail for a year four years ago for calling her such name) I wanted to write my sons as I can't call them due to her desire to completely not communicate with them. (again, no issues, charges, suits or anything that would provide any reason for me not to) when I wrote my sons letters they said they would not give them to them. her attorney who is copied said that i could not write them as I would violate a no contact order with my ex (5 years later I have never even been accused of even calling her phone!) For five years my sons have not been able to receive a call, a letter, or anything. It has been years and no one cares as long as the checks keep coming. I am not sending anymore money now and I will get another lawsuit filed. I will keep you informed of all her efforts moving forward. With life as precious as it is, it had become apparent if you have money you can litigate simply to do so. I love my sons and shortly they will know how much I loved them and how hard their Mom tried to lie and cheat me away from them. (Again, all public record after years of court) really, I can't write my sons a birthday card because of her and her attorney said I'm contacting her after never contacting her) it's sad an attorney like hers would even tell her that was right especially as she apparently has a child.





STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
)
COUNTY OF BEAUFORT) Case No. 2020-CP-07-01753

Diana Janura f/k/a Diana Bright,)
)
) Plaintiff)
)
) vs.)
)
)
Craig Bright,)
)
) Defendant)
)
)
_____)

Exhibit E

SECOND SUPPLEMENTAL COMPLAINT

From: Craig Bright <cbright696@gmail.com>
Date: January 28, 2020 at 5:44:15 PM EST
To: Katherine G Ferguson <katherine@fergusonandfergusonlaw.com>
Cc: Rene Stuhr Dukes <rdukes@rosenhagood.com>
Subject: Fwd: It was her

Just an FYI. Your client is living with a child molester and Oliver told me he was asked to do touch him. You can ignore this as my child is at risk. Being the mom of a new child I'm sure you can understand the importance. I've asked Rene to pursue as my sons are at risk.

Sent from my iPhone

Begin forwarded message:

From: Craig Bright <cbright696@gmail.com>
Date: January 28, 2020 at 5:40:48 PM EST
To: Rene Stuhr Dukes <rdukes@rosenhagood.com>
Subject: It was her

Hey husband mike said it was probably her for sure. Once they confirm it was her i want to file and And all suits. She is a fraud and her husband said so. On the meantime please file suit against Diana's

Lover for child abuse. My children said he has beat them and I need to file suit in morning for their health and well being. Oliver said he exposed himself to him and will go on the record as suxj. I know they can't testify as kids so I'm just protecting him. Please file suit in morning for a restraining order. Ok? If you won then please have someone your firm do so my Sonos not harmed. Thanks.

Sent from my iPhone

From: Craig Bright <cbright696@gmail.com>
Date: January 29, 2020 at 3:31:10 PM EST
To: Diana Bright <dianabright2@gmail.com>, Katherine G Ferguson
<katherine@fergusonandfergusonlaw.com>, Rene Stuhr Dukes <rdukes@rosenhagood.com>
Subject: Fraud

Diana's and our banker as well my accountant which we both use. This shows her wealth and ignorance as she uses them not have said she lied under oath that she makes no income. Please file suit for her simply being a con, whore (meaning she took money for sex) and a liar. (Confirmed by her accountant and friends)

Sent from my iPhone

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
)
COUNTY OF BEAUFORT) Case No. 2020-CP-07-01753

Diana Janura f/k/a Diana Bright,)
)
Plaintiff)
)
vs.)
)
Craig Bright,)
)
Defendant)
)
_____)

Exhibit F

SECOND SUPPLEMENTAL COMPLAINT

[REDACTED]

From: Craig Bright <cbright696@gmail.com>
Sent: Tuesday, January 28, 2020 5:44 PM
To: Katherine G Ferguson
Cc: Rene Stuhr Dukes
Subject: Fwd: It was her

Just an FYI. Your client is living with a child molester and Oliver told me he was asked to do touch him. You can ignore this as my child is at risk. Being the mom of a new child I'm sure you can understand the importance. I've asked Rene to pursue as my sons are at risk.

Sent from my iPhone

Begin forwarded message:

From: Craig Bright <cbright696@gmail.com>
Date: January 28, 2020 at 5:40:48 PM EST
To: Rene Stuhr Dukes <rdukes@rosenhagood.com>
Subject: It was her

Hey husband mike said it was probably her for sure. Once they confirm it was her i want to file and And all suits. She is a fraud and her husband said so. On the meantime please file suit against Diana's Lover for child abuse. My children said he has beat them and I need to file suit in morning for their health and well being. Oliver said he exposed himself to him and will go on the record as suxj. I know they can't testify as kids so I'm just protecting him. Please file suit in morning for a restraining order. Ok? If you won then please have someone your firm do so my Sonos not harmed. Thanks.

Sent from my iPhone

From: Craig Bright <cbright696@gmail.com>
Sent: Tuesday, January 28, 2020 6:11 PM
To: Rene Stuhr Dukes; Katherine G Ferguson
Subject: Fwd: South Coast/HHI Lease - revised lease
Attachments: HHI_Termination Agreement (SCM 11.19.2019).docx; ATT00001.htm; Redline_HHI Lease_1.28.2020.docx; ATT00002.htm; HHI Lease (SCM 1.28.2020).docx; ATT00003.htm

I of course am handling my business. Please let me know my kids are safe and you are doing what you need to to help them. I'm afraid for them and need action today as they could be raked today. Please respond. He is an animal:

Sent from my iPhone

Begin forwarded message:

From: Baker Wilkins <baker@naicarolinacharter.com>
Date: January 28, 2020 at 5:51:42 PM EST
To: Craig Bright <cbright696@gmail.com>, Phil Hartman <phillip@hrghiltonhead.com>
Cc: Michelle Calendine <michelle@naicarolinacharter.com>
Subject: FW: South Coast/HHI Lease - revised lease

Craig and Phil,

Southcoast agreed to the change. Please review the below email and the attached documents and let me know if you have any further changes. Otherwise, I'll send you the signed copy upon receipt in order to execute.

Thanks,

Baker

Baker Wilkins
NAI Carolina Charter
Principal
843.247.2470
843.837.4460 ext. 2
baker@naicarolinacharter.com

From: Emily Maples <EMaples@scmgt.net>
Date: Tuesday, January 28, 2020 at 5:18 PM
To: Baker Wilkins <baker@naicarolinacharter.com>
Cc: "John Morgan Sr." <Jms@southcoastcommercial.net>, Michael Prince <mprince@scmgt.net>, Phil Hartman <phillip@hrghiltonhead.com>
Subject: RE: South Coast/HHI Lease - revised lease

From: Craig Bright <cbright696@gmail.com>
Sent: Tuesday, March 10, 2020 5:04 PM
To: Rene Stuhr Dukes; Katherine G Ferguson
Subject: Re: FW: Bright

Your client advised me to use my mother. Do you not remember as it came from you in an email!!! This is a complete change in what you want and your client is guilty and the court can decide if she isn't or is? Your client is also on every call and could terminate faster so this is nonsense. Your client also has no evidence over years of calling my kids that I ever said anything wrong. Her boyfriend is a completely different issue which has nothing to do with the kids. I am glad you brought up emotional pain and defamation. Diana has told everyone the reason I am not around the kids is I am a drunk and don't wish to stop. This has caused me to be ostracized by the community and deep emotional harm which has contributed to the drinking and my therapists can attest. Rene, let's look to file on that basis and I will gather affidavits supporting this. If I have heard rumors of her boyfriends actions then I would be ignorant to not ask. My children are my greatest concern and if Diana chooses to share that with all her friends to create any defamation then it was self imposed. Your excuses for my not speaking with my kids are just garbled excuses reaching for straws. The order clearly what I have to do on days I can speak with my kids and the electronic readings support that. Again, you and she are knowingly damaging me and the kids as there have never been anything that relates to the kids. We will see in court which is why they exist and you and your clients use on a maniacal basis.

On Tue, Mar 10, 2020 at 3:46 PM Rene Stuhr Dukes <rdukes@rosenhagood.com> wrote:

See below. Just get a professional supervisor for tomorrow.

Rene Stuhr Dukes

|Attorney at Law|

151 Meeting Street, Suite 400
Charleston, SC 29401
|office| 843-577-6726
|fax| 843-724-8036
|direct phone| (843) 266-8142
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From: Katherine G Ferguson [mailto:katherine@fergusonandfergusonlaw.com]
Sent: Tuesday, March 10, 2020 4:28 PM
To: Rene Stuhr Dukes <rdukes@rosenhagood.com>
Cc: Karyn L Brister <Karyn@fergusonandfergusonlaw.com>
Subject: RE: Bright

Rene,

I will speak with my client again, but I do not believe her position will change. In my email, I asked who the proposed supervisor would be, but I did not receive a response from you.

Please understand that this is just yet another example of Mr. Bright making false allegations against either my client or her long term boyfriend. My client has taken all of the other false allegations and name calling with a grain of salt (over and over and over). However, false sexual abuse allegations about the parties' children is beyond over the top and crosses the line in any forum. There is no justification – drinking or not. This is just yet another form of harassment and defamation, and even a hint of this type of allegation (even when it is false) could easily ruin a person's reputation and mental health. This is why my client wants to make sure that there is a professional supervisor who can terminate the phone call immediately and report to Ms. Bright if Mr. Bright even tries to have these inappropriate conversations with the children. This would also devastate the children if they ever found out about Mr. Bright's false claims about Ms. Bright's long term boyfriend. My client will not take that chance, as it is clear that Mr. Bright has no boundaries.

Further, my client is not refusing the phone calls. Mr. Bright just needs to get a professional supervisor, and I am trying to assist by suggesting a new service in Bluffton since you are in Charleston.

I'll speak with my client again, but I am not in a position to recommend anything but a professional supervisor.

Sincerely,

Katherine

From: Rene Stuhr Dukes <rdukes@rosenhagood.com>
Sent: Tuesday, March 10, 2020 12:28 PM
To: Katherine G Ferguson <katherine@fergusonandfergusonlaw.com>
Cc: Karyn L Brister <Karyn@fergusonandfergusonlaw.com>
Subject: RE: Bright

Katherine,

The email below is the last I see in a chain of emails regarding phone calls. When did your client decide that his mother cannot supervise the telephone calls? My client has informed me has been providing multiple compliant soberlink tests to Diana every day and he has been sober. Won't she reconsider? Unless Diana told the children about Craig's comments while he was drinking, they should have no impact on the boys. If there was some allegation that Craig said anything on the phone calls that would harm the children, then I get it. I understand she took offense at his allegation, but to use that as the sold basis to allow him telephone contact supervised by this mother is over the top. Please let me know if she will allow that.

Rene Stuhr Dukes

|Attorney at Law|

151 Meeting Street, Suite 400
Charleston, SC 29401
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|fax| 843-724-8036
|direct phone| (843) 266-8142
|direct fax| (843) 266-2247
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From: Katherine G Ferguson [<mailto:katherine@fergusonandfergusonlaw.com>]
Sent: Wednesday, February 19, 2020 12:13 PM
To: Rene Stuhr Dukes <rdukes@rosenhagood.com>
Cc: Karyn L Brister <Karyn@fergusonandfergusonlaw.com>
Subject: RE: Bright

Rene,

My client is not denying Mr. Bright minimal contact with the boys. Mr. Bright just needs to get a supervisor which is required by the Order. The purpose of the supervisor is to be able to immediately terminate a phone call in the event Mr. Bright becomes inappropriate. Further, Mr. Bright falsely alleged that the boys "told him" the last allegations regarding Ms. Bright's significant other. When would any of the children have ever said those things when all conversations are supervised or monitored?

Because of Mr. Bright's most recent actions, my client is not agreeable to being the supervisor anymore, which I completely understand due to Mr. Bright's constant lies, false allegations and manipulation tactics. Please understand that Ms. Bright is fully aware that Mr. Bright is not in a good place right now with his mental health and abuse of alcohol. I believe you are Mr. Bright's eighth or ninth attorney in this matter, so please understand that we have been through this cycle with Mr. Bright on numerous occasions with other attorneys representing Mr. Bright. When Mr. Bright is completely sober for a substantiated amount of time (which he can do because he has done it in the past), my client has gone above and beyond to foster some type of relationship with Mr. Bright and their children.

Sincerely,

Katherine

From: Rene Stuhr Dukes <rdukes@rosenhagood.com>
Sent: Wednesday, February 19, 2020 10:19 AM
To: Katherine G Ferguson <katherine@fergusonandfergusonlaw.com>
Cc: Karyn L Brister <Karyn@fergusonandfergusonlaw.com>
Subject: RE: Bright

Katherine,

I get that, but he didn't say it to the boys. And how is a supervisor going to stop him from saying something inappropriate before he says it? It just doesn't make logical sense. I can't believe the boys don't want any contact with him at all, and it's wrong to deny him minimal telephone contact.

Rene Stuhr Dukes

|Attorney at Law|

151 Meeting Street, Suite 400
Charleston, SC 29401
|office| 843-577-6726
|fax| 843-724-8036
|direct phone| (843) 266-8142
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From: Katherine G Ferguson [<mailto:katherine@fergusonandfergusonlaw.com>]
Sent: Wednesday, February 19, 2020 9:11 AM
To: Rene Stuhr Dukes <rdukes@rosenhagood.com>
Cc: Karyn L Brister <Karyn@fergusonandfergusonlaw.com>
Subject: RE: Bright

Rene,

Unfortunately, after Mr. Bright's last attack of making very serious false allegations against my client's significant other, my client believes all conversations need to be supervised as required in the Final Order. I trust you understand, especially considering the severity of Mr. Bright's false and inappropriate comments.

Please let me know who Mr. Bright finds as a supervisor. Should you have any further questions, please do not hesitate to contact me.

Sincerely,

Katherine

CC: CLIENT

Katherine G. Ferguson, Esq.

Ferguson & Ferguson, LLC

1001 Bay Street (29902)

Post Office Box 1745

Beaufort, South Carolina 29901- 1745

843-470-4704 (p)

844-272-2129 (f)

Katherine@fergusonandfergusonlaw.com

Please note my new email address.

From: Rene Stuhr Dukes <rdukes@rosenhagood.com>

Sent: Tuesday, February 18, 2020 6:14 PM

To: Katherine G Ferguson <katherine@fergusonandfergusonlaw.com>

Subject: Bright

Katherine,

My client has been providing Ms. Bright with a series of compliant Soberlink tests. As I understand it, there has not been any allegation that Mr. Bright has been intoxicated on telephone calls or said anything appropriate to the boys during these limited contacts. Would she consider allowing him the opportunity to speak with boys without supervisor, after blowing clean on Soberlink and with the right under the order to tape the conversations?

Rene Stuhr Dukes

|Attorney at Law|

151 Meeting Street, Suite 400
Charleston, SC 29401
|office| 843-577-6726
|fax| 843-724-8036
|direct phone| (843) 266-8142
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STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
)
COUNTY OF BEAUFORT) Case No. 2020-CP-07-01753

Diana Janura f/k/a Diana Bright,)
)
) Plaintiff)
)
) vs.)
)
)
Craig Bright,)
)
) Defendant)
)
)
_____)

Exhibit G

SECOND SUPPLEMENTAL COMPLAINT

From: Craig Bright <cbright696@gmail.com>
Sent: Thursday, January 23, 2020 6:49 PM
To: Rene Stuhr Dukes; Katherine G Ferguson
Subject: Re: Bright

Kate, Rene is off on a well deserved day off. I had to reply as Diana has continued to purger herself. We of course have ample evidence that she lied under oath and will pursue ramifications as this is typical. I am curious why you make allegations without anything but her word. First, I asked Diana as I am kind and don't wish her anything but the best even though she has nothing but greed and hate in her heart. I needed to pay her and I am broke due to many reasons. Your client is wealthy and made plenty of money in 2018 and 2019 which you know and the court will be provided evidence as she lied under oath which is consistent for her but now we can expose her. Second, I came buy to put money in her box and my son was outside. Your contention that they were coming off the school bus was ignorant at best as it was 4pm and bus drops them at 2:30 which my son told me. Did you just believe her? Third, my so was on the front porch and ran to me and then Benjamin came outside of the home, not a bus to tell Me they love me with smiles on their faces. I told them I had to go and Diana's check was in an envelope and I told Oliver not to open it as I gave him his gift which it is evident Diana never gave him. Fourth, I am asking Rene to seek a legal remedy for the continued false allegations. You mentioned I had been drinking. I look forward to your explanation to the court. I never saw Diana so how would she even have a clue. I wanted to be civil with the mother of my children but for you to make an allegation with no one being around me goes against any legal situation. You personally have shown your willingness to break any and all protocol by saying you were hand delivering a notice yesterday without sending anything to my counsel. Rene was kind enough to give you notice of something that you did which would be a breach of the law. I also have asked Rene to ask you to provide proof that you sent me the appraisals prior to mediation which you said you did. I never received anything and you can provide the email with time stamp to prove you did. It may have gone in my spam and I won't accuse someone without evidence like you do, but if you can't provide it then you are guilty of lying as well. This is not good for you or your firm as it will become public. I look forward to you substantiating your claims. If you can't then we will know the truth and pursue remedies. It is certainly in my right to email you and I look forward to your response as I have asked my counsel to pursue all avenues to show your guilty Of defamation. I sincerely hope your not as it would show you are in collusion with your client. These false allegations will go well with your clients obvious mis truths. How would you ever believe she had no income and I stopped my kids off the bus. There is much more but we will show proof in front of the court. All you have is the word of someone who we will prove has no problem lying under oath .have a good night and look forward to seeing you in court. Best.
Sent from my iPhone

On Jan 23, 2020, at 4:17 PM, Rene Stuhr Dukes <rdukes@rosenhagood.com> wrote:

See letter attached.

Rene Stuhr Dukes

|Attorney at Law|

151 Meeting Street, Suite 400
Charleston, SC 29401
| office | 843-577-6726
| fax | 843-724-8036
| direct phone | (843) 266-8142
| direct fax | (843) 266-2247

rdukes@rosenhagood.com

V-Card

www.rosenhagood.com

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<image001.gif>

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From: Karyn L Brister [mailto:Karyn@fergusonandfergusonlaw.com]
Sent: Thursday, January 23, 2020 1:27 PM
To: Rene Stuhr Dukes <rdukes@rosenhagood.com>
Cc: Katherine G Ferguson <katherine@fergusonandfergusonlaw.com>
Subject: Bright

Mimecast Attachment Protection has deemed this file to be safe, but always exercise caution when opening files.

Ms. Dukes,

Please see attached correspondence from Ms. Ferguson of today's date, with respect to the above referenced matter. The original will follow via U.S. Mail.

Should you have any questions, please do not hesitate to contact our office.

Sincerely,

Karyn L. Brister, Paralegal
Ferguson & Ferguson, LLC
Post Office Box 1745
1001 Bay Street (29902)
Beaufort, South Carolina 29901-1745
843-470-4704 – phone
1-844-272-2129 – fax
karyn@fergusonandfergusonlaw.com

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<Ltr to Dukes re no contact - Bright 01232020.pdf>

From: Craig Bright <cbright696@gmail.com>
Date: May 12, 2020 at 11:06:12 AM EDT
To: Rene Stuhr Dukes <rdukes@rosenhagood.com>, Katherine G Ferguson <katherine@fergusonandfergusonlaw.com>
Subject: Re: Rule

Katherine, can you share some light on when your client made up that I was in her yard. Of course you have nothing as I did nothing. Your client has lied under oath which we have proven and she has lied to her counsel. (Ps, I habe bnc tax return for last year. Guess what? She made money!) I know you are then going how could that be as your client said she had no income

And you emphasized that point. Do you want a copy before you apologize for your client All this case is a lot of "she said" and that's it. How come their are no pictures, police reports, comments form the kids about this. Because NONE of it happened. This is defamation of character.

My sons will be receiving mail again this week. You have held mail that you said you would pass on to the sons, do now you have lies to Rene and the kids. I will ask them about it for sure About my letters as I am the father and have every right to a relationship with my sons. You sent me to pay support every month or you threaten suit. Apparently you have a fantasy that I did something wrong besides call Diana a cunt. (This is the work used in the court documents)

All of this is because of that. The judge who hopefully will read this as I have given up my client privilege will see that in fact nothing ever happened that you made accusations of. If any of it did you would of filed suit as you always file suit for anything per the court records. Now you are going to mention after over three months that I might have been late or early for a sonerlink. I assume this all because you care so much about my health. I have never been accused of being around my kids even intoxicated in my life. Diana has told the community that I got a dui with the kids in the car and that's why I can't see them. I have

Several people who you will see affidavits from in this regard. Diana was shocked that Ohio and baker both thought what she wants is unfair and wrong and she relied on them! If you ever fact checked your client, you would see she has a similar track record to trump and it can be proven. Can't wait to see and talk with the boys and as much as you try to delay and push off me seeing my kids, I will persevere. I keep all this correspondence of what you and Diana want for the sakes of the kids and when they are adults it will be very informative to read up on how their mom did anything and everything to lie to her counsel to block my

Contact with them because I called her a name. Show one tone where in my 15 years of being with Diana where there has been even one issue!!! I have blood tests that I am taking so tell a judge after four years I should see my kids because I blew in something late because I was working to pay my child support. All your doing is hurting the kids and making the transition harder in a couple months. I look forward to the new school uear and going to all their events and meeting teachers and all their friends, etc. it will be a busy fall! PS, I also refinanced yesterday one of our buildings, extended a terminated

lease and am formally exercising my options for a third year in the space in my building where I run my business at 1476. I am also moving our full time marketing to 1476.

Sent from my iPhone

On May 12, 2020, at 10:01 AM, Rene Stuhr Dukes <rdukes@rosenhagood.com> wrote:

Craig,

I am getting ready to sign off for the day. As I mentioned, my daughter in law is going in for surgery today, but what I didn't tell you is that it for the birth of my grandchild, who has some complications, and will be going into the NICU. I did talk with Katherine, who told me that the reason they wanted to communicate through email (with her not charging) was because it was only a few months ago when you were running up into the yard screaming, and that they are concerned that when Diana agrees to one thing, you immediately ask for more (the give an inch euphemism). She also said that you are not in compliance with the Soberlink requirements under the order, and she will be sending me a formal letter with regard to that issue and mediation.

I told you I would file a motion, but it will not be on an emergency basis. I need to also tell you that , as I have before, that your own communications will be used against you, and I doubt a judge will grant you relief based on those communications. In short, I think it will be a waste of your money. I also think that it could negatively impact the outcome of the motion related to the arbitration award because it will allow/require Diana to file more pleadings and affidavits which cast you in a bad light.

As always, I am willing to advocate for you, but I have to do that based on the facts. And you create the factual scenario.

Think about it, and we can talk later.

ROSEN | HAGOOD
RENE STUHR DUKES
|Attorney at Law|
151 Meeting Street, Suite 400
Charleston, SC 29401
|office| 843-577-6726
|fax| 843-724-8036
|direct phone| (843) 266-8142
|direct fax| (843) 266-2247
rdukes@rosenhagood.com
www.rosenhagood.com

Our website and email have changed.
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To comply with U.S. Treasury Department regulations, we inform you that, unless otherwise expressly indicated, any tax advice contained in this communication (including any attachments or enclosures) is not intended or written to be used, and cannot be used, for the purpose of (i) avoiding penalties that may be imposed under the Internal Revenue Code or any other applicable tax law, or (ii) promoting, marketing or recommending to another party any entity, investment, plan, transaction, arrangement, or other tax related matter.

-----Original Message-----

From: Craig Bright [<mailto:cbright696@gmail.com>]
Sent: Monday, May 11, 2020 6:34 PM
To: Rene Stuhr Dukes <rdukes@rosenhagood.com>
Subject: Rule

Rene, don't even waste time calling Katherine. File a motion first thing in the morning to show cause. She is intentionally keeping me unlawfully from having a relationship with my kids. You said you would file if they did this and I need you to on an emergency basis as I am wasting valuable days being traumatized as well as my kids brain washed. Someone told me yesterday when I asked him why he thought I never was around the kids. He said he heard I got a dui with all the kids in the car!! This must stop now and I must be able to contact my kids unfettered by her every wish to hurt my relationship with the kids which it has. Yes I'm pissed. It took her a week to get to what we knew would happen when you couldn't get confirmation my letter was sent.

Sent from my iPhone

From: Craig Bright <cbright696@gmail.com>
Sent: Sunday, June 28, 2020 12:00 PM
To: Katherine G Ferguson
Subject: Letter

Did you pass along as you and Diana promised? The supervisor was told by Diana that she would share the letter so I look forward to talking about it. I know you don't get these emails as you have never responded but I'm still in the same position with child support as I told you weeks ago. Hopefully by fall I will have a better picture. Your client has used the funds for a new boat, lot and continued home in Spain. All you have to do is check records to see her rent on properties she owns overseas. We all remember hie Diana said under oath she doesn't make any money. Well she should lot of used my accountant for hers. She made lots of money and lied under your advise and guidance. No poor person pays you for years as much as you want to bill. I will have Mr.

Shatz testify that she has lies

Completely about her income. Did you really fall for that? She bought a home for almost 900k and then spent more than 300k more renovating. How does someone with no ability to work or income do that?

Sent from my iPhone

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
)
COUNTY OF BEAUFORT) Case No. 2020-CP-07-01753

Diana Janura f/k/a Diana Bright,)
)
Plaintiff)
)
vs.)
)
Craig Bright,)
)
Defendant)
)
_____)

Exhibit H

SECOND SUPPLEMENTAL COMPLAINT

From: Craig Bright <cbright696@gmail.com>
Sent: Monday, November 30, 2020 6:27 PM
To: Katherine G Ferguson <katherine@fergusonandfergusonlaw.com>
Subject: Fwd: DIANA BRIGHT - Reference: 843-422-3802 - Order Number: 3280336

I know you are in panic mode and she will do whatever before court but your emails show your lack of concern and she is a day late and a dollar short. I will have you pay all the fees and you can start bulking Diana as my server is trying again tonight. If your not representing her then let me know so I don't waste my time. I know you are and it's sad. She will be served tonight or tomorrow and then you and I can talk if you represnt her. She's guilty and you know it. As an attorney that gets paid you are super happy. The judge here on the civil case threw it back as she and Diana love each other as she pays her as well. You lied in front of the arbitrator when you said Diana doesn't make money. Did you believe that? She uses my good friend as an accountant so I know exactly what she made and I will show you lie for your client on purpose. You know she made money but you lied for her. Your ethics are horrible and you sold out and you sold your soul. When we go to court and I ask you in court if she made any money you are going to have to say no. Your guilty and the fact you coveted for her shoes your guilt.

Sent from my iPhone

Begin forwarded message:

From: Marie Garcia <marie.garcia@specialdelivery.com>
Date: November 30, 2020 at 2:47:51 PM EST
To: cbright696@gmail.com
Subject: Re: DIANA BRIGHT - Reference: 843-422-3802 - Order Number: 3280336

CRAIG BRIGHT,

In regard to the service listed below:

**PROCESS SERVICE RECIPIENT:
DIANA BRIGHT
29 SEA OLIVE ROAD
HILTON HEAD, SC 29928**

Hello, I had to hire a new servers for this process, the one I hired previously, came down with Covid and had to be quarantined, However it only took them a week to respond to me and let me know. I just hired a new server and they will be attempting this either tonight of tomorrow. I sorry for the inconvenience. I will let you know as soon as we get it served.

Marie Garcia
Special Delivery Service, Inc.
214-866-3267
Marie.Garcia@SpecialDelivery.com

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
)
COUNTY OF BEAUFORT) Case No. 2020-CP-07-01753

Diana Janura f/k/a Diana Bright,)
)
Plaintiff)
)
vs.)
)
Craig Bright,)
)
Defendant)
)
_____)

Exhibit I

SECOND SUPPLEMENTAL COMPLAINT

From: Craig Bright <cbright696@gmail.com>
Sent: Monday, November 30, 2020 3:52 PM
To: Linda Toporek <linda@familytiessc.com>
Cc: Kamisha Pruitt <Kamisha@familytiessc.com>
Subject: Re: Bright

Thank you! It is amazing that she is going to court in the 12th and will now do want she hand t down in three years and it's documented. She is a bad mother and person who knows they were wrong and got away with it. One week in front of her court case won't help her. I don't think she has an attorney of record
So we will see. Her attorney will lie on her behalf and is guilty of lying to the arbitrator. She is a cheat as well.

Sent from my iPhone

On Nov 30, 2020, at 3:29 PM, Linda Toporek <linda@familytiessc.com> wrote:

I did get the money, thank you. Kamisha has reached out to Diana and there will be a makeup call this Wednesday for the one missed last week. Kamisha will be sending out invites soon. She is reaching out to the supervisor now. You will still have your regular call next week as well. Just be sure you test 12 hours before the call times. And please keep all contact to a minimum as we will have to bill you if it is excessive.

Respectfully,

Linda Toporek
New Mailing Address
Family Ties of the Lowcountry, LLC
PO Box 693
Johns Island, SC 29457
www.FamilyTiesSC.com
843.478.9560

843.989.0158 fax

Our office address:
1525 Sam Rittenberg Blvd., Suite 103, Charleston, SC 29407

“Your present circumstances don’t determine where you can go,
they merely determine where you start.” Nido Qubein

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On Mon, Nov 30, 2020 at 1:53 PM Craig Bright <cbright696@gmail.com> wrote:

Are we cool? Did you get the money?

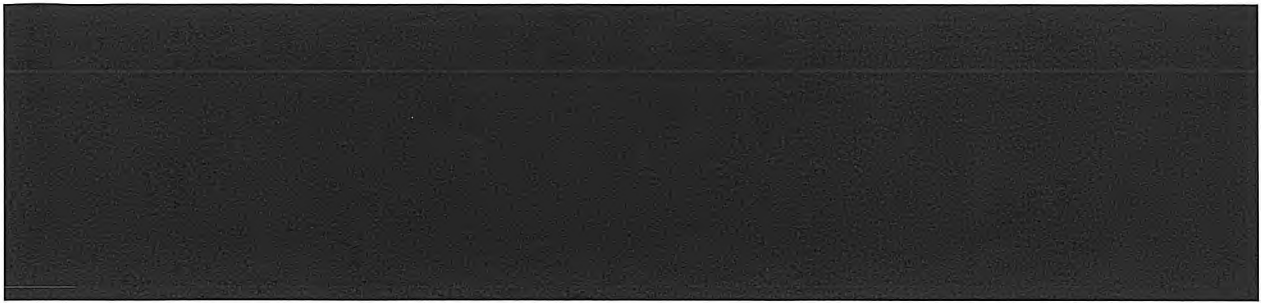
Sent from my iPhone

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
)
COUNTY OF BEAUFORT) Case No. 2020-CP-07-01753

Diana Janura f/k/a Diana Bright,)
)
Plaintiff)
)
vs.)
)
Craig Bright,)
)
Defendant)
)
_____)

Exhibit J

SECOND SUPPLEMENTAL COMPLAINT



-----Original Message-----

From: Craig Bright <cbright696@gmail.com>

Sent: Thursday, May 12, 2022 1:42 PM

To: Katherine G Ferguson <katherine@fergusonandfergusonlaw.com>

Subject: Bright

Oliver also told me that Peter hits him and this has to stop. He told me that a few weeks ago when I saw him. I will calm the police but they protect the fireman. I'm on the record that he is abusive to the boys and most like Diana. It's a Napoleon complex that he suffers from. I have to protect my sons and all we have to do is ask Oliver.

Sent from my iPhone

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
)
COUNTY OF BEAUFORT) Case No. 2020-CP-07-01753

Diana Janura f/k/a Diana Bright,)
)
) Plaintiff)
)
) vs.)
)
)
Craig Bright,)
)
) Defendant)
)
)
_____)

Exhibit K

SECOND SUPPLEMENTAL COMPLAINT

From: Kamisha Pruitt <kamisha@carolintiessc.com>
Sent: Thursday, July 6, 2023 6:17 PM
To: Katherine G Ferguson <katherine@fergusonandfergusonlaw.com>; Karyn L Brister <Karyn@fergusonandfergusonlaw.com>
Subject: Fwd: Bright

Good Evening,

I thought this was important to send to you. I have not shared this with Diana.

Respectfully,

Kamisha Pruitt
Carolina Ties of the Lowcountry, LLC
PO Box 52194

Summerville, SC 29485

https://link.edgepilot.com/s/3a6848ed/_CWHc1SoZkmoUedqdC-kDw?u=http://www.carolintiessc.com/

843.513.0570

----- Forwarded message -----

From: Craig Bright <cbright696@gmail.com>
Date: Thu, Jul 6, 2023, 6:12 PM
Subject: Bright
To: Kamisha Pruitt <kamisha@carolintiessc.com>

I am having Amex dispute the last charges as they are not valid at all and made up. I will not need to be abused by your bias anymore and will deal with diana and the kids without your encouragement anymore. She and you are simply liars and you will burn in hell
For lies and I will
Smile as the will when their mom dies an early death.

Sent from my iPhone

Links contained in this email have been replaced. If you click on a link in the email above, the link will be analyzed for known threats. If a known threat is found, you will not be able to proceed to the destination. If suspicious content is detected, you will see a warning.

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
)
COUNTY OF BEAUFORT) Case No. 2020-CP-07-01753

Diana Janura f/k/a Diana Bright,)
)
) Plaintiff)
)
) vs.)
)
)
Craig Bright,)
)
) Defendant)
)
_____)

Exhibit L

SECOND SUPPLEMENTAL COMPLAINT

Amy Kelly

From: Craig Bright <cbright696@gmail.com>
Sent: Thursday, July 3, 2025 12:12 PM
To: John Boretti; Phillip Hartman; Marshall L. Horton; Justin P. Novak; Jessica Stratta; M. Cooke; Katherine G Ferguson
Cc: Bess DuRant
Subject: Bnc

Hey John, Diana has been taking bnc money as you know and putting it in her personal accounts without and properties being deeded to her. The litigation will occur on the 4th on next month. She has been stealing from the company for months. Since the revenue she has been stealing isn't going into the company bnc is not able to make payments on several building and won't be able to so they will delinquent. I have copied my counsel as they are aware but bnc will not be able to make payments due to Diana's theft. I have also copied Diana's attorney to make them aware of the theft and the fact we will not make the payment and their will be delinquent due to her actions. Bnc will not be able to make payments moving forward due to her actions and will be forced to ask the court for assistance if she doesn't return all funds taken over the last few months and possibly not in the future. I'm hopeful she will realize her mistake and pay the monies back plus penalties and legal fees but my business partner has seemed to go in a criminal path. Thank yoh and since we have baked together we have never missed a payment but I never expected my partner to steal but she has. We will do the best we can
Thanks Sent from my iPhone

ELECTRONICALLY FILED - 2025 Sep 15 2:32 PM - BEAUFORT - COMMON PLEAS - CASE#2020CP0701753

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
)
COUNTY OF BEAUFORT) Case No. 2020-CP-07-01753

Diana Janura f/k/a Diana Bright,)
)
Plaintiff)
)
vs.)
)
Craig Bright,)
)
Defendant)
)
_____)

Exhibit M

SECOND SUPPLEMENTAL COMPLAINT

From: Craig Bright <cbright696@gmail.com>
Sent: Thursday, July 10, 2025 12:02 AM
To: Kamisha Pruitt <kamisha@carolinatiessc.com>; Katherine G Ferguson <katherine@fergusonandfergusonlaw.com>
Subject: Bright

[Download Attachment](#)
[Available until Aug 8, 2025](#)

Katherine, Marshall isn't going to represent me on the visitation issue so I will myself. There was no way to pay and there was no attempt from Diana or you to tell me but I just confirmed soberlink sent her a document to sign and she didn't on purpose. I will find an attorney to show you are so in contempt. Marshall your friend and he doesn't want to deal with it so he told me that so I have to deal with you directly. He's only going to help with the fraud case and I will be taken advantage off. Divorce is and equitable divorce of assets. We will show it's not equitable. She won so much money and it's done and it's life changing and then you want to not pay the Pennie's on the dollar. Those are my buildings and my dads and you lie and said it wasn't his .its sick. Please tell your client to go to trial. I have paid for your kids school and have nothing against you except you lie for your clown but I may of as well .tell her to take her buildings which made her so rich, I don't know if you know how bad I worked for it to lose it. Ask her to stop and stop trying for more money and let stop this. The boys will be of age soon and let's get it done because I'm going to see my son at college and tell him I have spent millions to see him and their mom lied to get my dads property and I took such good care of her and show them that she afternoon only wants to hurt me and she is not nice. She slept

with me the first night we went out when i was married. She knew what she was doing. There is a reason you'd t want to go to trial. Katherine, I said I was sorry and you continue to want to punish. Just tell Diana to stop everything and go away .indont bother her and this is you wanting to ruin me ask her to stop and go away and take her buildings and stop. My sons will see all of this and I haven't done anything wrong accept being passionate and I'm sorry. I know I pay you firm more money then any other bit I'm done fighting and always have been. She won't win in court even though she has bought them. There is a reason again she won't go to court. She loses the judge who is corrupt at best then. Please Katherine. Make this go away

[Click to Download](#)

IMG_4369.MOV
0 bytes

Sent from my iPhone

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM BEAUFORT COUNTY
Court of Common Pleas
The Honorable Jocelyn Newman, Circuit Court Judge

Case No. 2025-002577

Diana Janura f/k/a Diana Bright.....Appellant,

v.

Craig Bright,.....Respondent.

Exhibit B

MEMORANDUM OF LAW REGARDING APPEALABILITY OF ORDERS

Pl.’s Ex Parte Mot. for Attachment and supporting affidavit

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
)
COUNTY OF BEAUFORT) Case No. 2020-CP-07-01753

Diana Bright,)
)
Plaintiff) **PLAINTIFF’S EX PARTE MOTION**
) **FOR ATTACHMENT**
vs.)
)
Craig Bright,)
)
Defendant)
_____)

Plaintiff Diana Bright n/k/a Diana Janura (“Plaintiff”), by and through her undersigned counsel, pursuant to S.C. Code Ann. §§ 15-19-10 through 15-19-110, moves this Court for an *ex parte* warrant of attachment on the real and personal property of Defendant Craig Bright, as set forth in the attached affidavit by Plaintiff in accordance with S.C. Code Ann. §§ 15-19-50 and 15-19-60. More specifically, Plaintiff seeks an attachment against:

(1) Defendant’s house located at 24 Widewater Road, Hilton Head Island, South Carolina 29926 (the “House”), which is currently for sale, *see Affidavit Exhibit E*, Zillow Listing;

(2) any proceeds from the sale of the House, *see Stephen v. Thayer*, 2 S.C. L. 272, 272, 1800 WL 265, at *1 (S.C. Const. Ct. App. 1800);

(3) Defendant’s investment account with Charles Schwab, account ending in -3481;

(4) Defendant’s CrisCraft boat, *see Affidavit Exhibit C*, Craig Bright Depo. at 118, 220; **Affidavit Exhibit G**, Craig Bright Financial Declaration;

(5) Defendant’s vehicles, including but not limited to his Bentley and his Ferrari, *see Affidavit Exhibit C*, Craig Bright Depo. at 18–19; **Affidavit Exhibit G**, Craig Bright Financial Declaration;

(6) Defendant's ownership interest in Bennies, Inc., a South Carolina corporation of which Defendant is the sole owner, *see Affidavit Exhibit C*, Craig Bright Depo., pursuant to S.C. Code Ann. § 15-19-220; and

(7) Defendant's fifty-percent (50%) ownership interest in BNC Holdings, LLC, a South Carolina limited liability company, *see Affidavit Exhibit H*, Family Court Final Settlement Agreement at 14, pursuant to S.C. Code Ann. § 15-19-220.

The grounds for this motion are fully set forth in the attached affidavit pursuant to S.C. Code Ann. §§ 15-19-50 and 15-19-60. Therefore, Plaintiff respectfully moves this Court for issuance of a warrant of attachment.

Respectfully submitted,

SOWELL & DuRANT, LLC

By: s/ Caroline D. Gimenez-Kaushik
Thornwell F. Sowell III, SC Bar No. 5197
bsowell@sowelldurant.com
Bess J. DuRant, SC Bar No. 77920
bdurant@sowelldurant.com
Caroline D. Gimenez-Kaushik, SC Bar No. 102719
cgimenez@sowelldurant.com
1325 Park Street, Suite 100
Columbia, South Carolina 29201
(803) 722-1100

and

Thomas C. Davis, SC Bar No. 1603
tdavis@harveyandbattey.com
Harvey & Battey, P.A.
1001 Craven Street
Beaufort, SC 29902
(843) 524-3109

Attorneys for Plaintiff Diana Bright

Columbia, South Carolina
October 24, 2023

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
)	
COUNTY OF BEAUFORT	)	FOR THE FOURTEENTH JUDICIAL CIRCUIT
)	
Diana Bright,	)	Civil Action No.: 2020-CP-07-01753
)	
)	
	)	AFFIDAVIT IN SUPPORT OF
	)	ATTACHMENT
vs.)	
)	
Craig Bright)	
)	
)	
)	
)	
)	

Personally appeared before me, Diana Bright n/k/a Diana Janura, who first being duly sworn, deposes and says as follows:

1. That I am the Plaintiff in this action;
2. That this action seeks to recover a multi-million dollar actual damages award, as well as punitive damages, against Defendant Craig Bright (“Defendant”) on claims of defamation, assault, and outrage, and the assets I seek to attach are valued less than the potential judgment;
3. That, should the jury or the court, as a matter of law, find Defendant liable, Defendant will be justly and truly indebted to me, in an amount to be determined by the jury following the trial of this matter;
4. That Defendant holds no respect for the law or the courts of this State as evidenced by his numerous and routine violations of the Beaufort County Family Court’s No Contact Order between the parties, *see Exhibit A*, Family Court No Contact Order and Communications, as well as his admitted failure to abide by the Litigation Hold Letter sent by my counsel at the beginning of this case, *see Exhibit B*, Litigation Hold Letter; *Exhibit C*, Craig Bright Depo. at 21–23, 27–29;
5. That Defendant has indicated his intention to “liquidate” his assets and “get out of town” as soon as possible, *see Exhibit D*, Jailhouse Call 81538452 at 6:41–6:46, 6:54–7:00,

7:38—7:50 (“When I get out of here [jail], I’m gonna get out of town for a while and try to liquidate So I’m getting out, so I just need to pick a place to go. Get out of state.”)¹, and, in furtherance thereof, has placed his house located at 24 Widewater Road, Hilton Head Island, South Carolina 29926 (the “House”) for sale, *see* **Exhibit E**, Zillow Listing, and expects an offer imminently, *see* **Exhibit F**, Craig Bright Text (DBright_001235); and

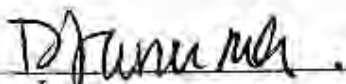
6. That I am, therefore, entitled to an attachment, as a security for the satisfaction of such judgment as I may recover, against:

- a. Defendant’s equity in the House;
- b. any proceeds from the sale of the House;
- c. Defendant’s investment account with Charles Schwab, account ending in -3481;
- d. Defendant’s CrisCraft boat, *see* **Exhibit C**, Craig Bright Depo. at 118, 220; **Exhibit G**, Craig Bright Financial Declaration;
- e. Defendant’s vehicles, including but not limited to his Bentley and his Ferrari, *see* **Exhibit C**, Craig Bright Depo. at 18–19; **Exhibit G**, Craig Bright Financial Declaration;
- f. Defendant’s ownership interest in Bennies, Inc., a South Carolina corporation of which Defendant is the sole owner, *see* **Exhibit C**, Craig Bright Depo. at 16, pursuant to S.C. Code Ann. § 15-19-220; and
- g. Defendant’s fifty-percent (50%) ownership interest in BNC Holdings, LLC, a South Carolina limited liability company, *see* **Exhibit H**, Family Court Final Settlement Agreement at 14, pursuant to S.C. Code Ann. § 15-19-220,

¹ Exhibit D is an audio (.mp3) file and, therefore, cannot be filed electronically. Plaintiff’s counsel will Traditionally File a copy with the Court pursuant to Rule 1(n) and 8(e) of the South Carolina Electronic Filing Policies and Guidelines.

upon the grounds that, pursuant to S.C. Code Ann. § 15-19-10(3), this action seeks recovery of damages for personal injury and, pursuant to S.C. Code Ann. § 15-19-10(8), Defendant is about to remove, assign, or dispose of the Property located within the State of South Carolina and use the proceeds to purchase a home and move to Chicago, Illinois, with the intent of evading the enforcement of any judgment against him in this action.

FURTHER AFFIANT SAYETH NOT.


Diana Jantura

SWORN to and subscribed before me

this 18th day of October, 2023



Printed Name: Monica Greene

Notary Public for South Carolina

My Commission Expires: Jan 4, 2024



STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
)
COUNTY OF BEAUFORT) Case No. 2020-CP-07-01753

Diana Bright,)
)
Plaintiff)
)
vs.)
)
Craig Bright,)
)
Defendant)
)
_____)

Exhibit A

*AFFIDAVIT OF DIANA JANURA
IN SUPPORT OF ATTACHMENT*

Beaufort County Family Court's No Contact Order


STATE OF SOUTH CAROLINA)
 COUNTY OF BEAUFORT)
 DIANA BRIGHT,)
 Plaintiff,)
 vs.)
 CRAIG BRIGHT,)
 Defendant.)

2017 SEP 18 AM 9:49
 FAMILY COURT
 BEAUFORT COUNTY
 BEAUFORT, S.C.

IN THE FAMILY COURT OF THE
 FOURTEENTH JUDICIAL CIRCUIT

CASE NO.: 2016-DR-07-778

**FINAL CONSENT ORDER
 ENDING CASE**

Certified - A True Copy

 Clerk of Court
 Beaufort County SC

HEARING DATE: September 18, 2017
 PRESIDING JUDGE: Deborah A. Malphrus
 ATTORNEY FOR PLAINTIFF: Casie S. Farrell for the
 Ramsdale Law Firm, LLC
 ATTORNEY FOR DEFENDANT: Kenneth L. Tootle
 GUARDIAN AD LITEM: Courtney Cadien
 COURT REPORTER: Deeanne Varnadoe

This matter came before the Court for a final hearing. Present at the hearing were Plaintiff; Casie S. Farrell, Esq., as Plaintiff's counsel; Defendant (via affidavit); Kenneth L. Tootle, Esq., as Defendant's counsel; and Courtney Cadien, Guardian *ad Litem*.

Plaintiff commenced this action by the filing of a Summons and Complaint, *Ex Parte* Motion for Emergency *Ex Parte* Order and Emergency or Expedited Temporary Hearing, and Motion for Temporary Relief on June 17, 2016.

At the hearing, the parties informed the Court that they had reached a resolution of all issues in the pending case with the agreement as set forth below at Paragraph 11 (the "2017 Agreement"). Having reviewed the Court's file and having heard the testimony of the parties (Defendant through affidavit) and the Guardian *ad Litem*, the Court hereby makes the following Findings of Fact and Conclusions of Law:

DB





FINDINGS OF FACT

1. Plaintiff and Defendant are residents of the State of South Carolina, County of Beaufort and have been residents of said State and County for more than one year prior to the commencement of this action.

2. The parties were married on August 25, 2005. Three children were born of that marriage, namely O.B., born in 2009; B.B., born in 2012; and A.B., born in 2014.

3. The parties were divorced by Final Order Approving Final Settlement Agreement and Decree of Divorce in Case No: 2015-DR-07-286 on March 9, 2016 (the "2016 Final Order").

4. Both parties (Defendant through affidavit) acknowledged that the 2017 Agreement as set forth below at Paragraph 11 is complete and fully integrated and that there are no "side deals" or other promises between them as to the subject matter of the 2017 Agreement that are not contained in the 2017 Agreement.

5. Both parties (Defendant through affidavit) feel that the 2017 Agreement is fair and equitable to both themselves and each other, and in the best interests of their minor children under the present circumstances. The Guardian *ad Litem* testified that she feels the 2017 Agreement is in the best interests of the parties' children under the present circumstances.

6. Both parties are in good health, intelligent and capable, and fully understand the terms and conditions of the 2017 Agreement.

7. Neither party was under the influence of any drugs, alcohol, unprescribed prescription medicine, or other intoxicants or stress or duress at the time they entered into the 2017 Agreement or at the hearing in this matter as to Plaintiff and at the time he signed his affidavit as to Defendant.

DB

EPK

DAM

8. Plaintiff is fully satisfied with the services of her attorneys and Defendant is fully satisfied with the services of his attorney.

9. Both parties represent (Defendant through affidavit) that they participated in the negotiation of the 2017 Agreement and desire that the Court approve the 2017 Agreement, thereby making it a Final Order of this Court.

10. Both parties understand (Defendant through affidavit) that, once there has been issued an Order of this Court, they are subject to the contempt powers of this Court, including a fine, jail sentence, and/or community service.

2017 AGREEMENT

11. Plaintiff (hereinafter "Mother") and Defendant (hereinafter "Father"), have agreed to the following:

A. Custody: Mother shall have sole legal and physical custody of the minor children.

B. Father's Visitation:

1. Father's visitation with the parties' children is suspended entirely (to include at school and extracurricular events) until Father can document six (6) months' consecutive sobriety from alcohol. This documentation shall consist of either: a) an affidavit from a licensed doctor employed by a United States'-based alcohol treatment facility stating that Father was inpatient at that facility for six consecutive months and passed all alcohol screens during that time, with all such alcohol screens attached to the affidavit; or b) proof sent to Mother's attorney by Soberlink of three Soberlink screens every day for six consecutive months within one (1) hour

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of 10 a.m.; 4:00 p.m.; and 10:00 p.m. each day, with no missed or positive test.

2. At such time as Father can demonstrate six months' consecutive sobriety from alcohol as set forth above, the parties shall mediate the issue of Father's visitation with Lisa Kinon or Julianne Stokes (whomever is first available) within one (1) month of Father's request. Should mediation not result in a signed consent order, then Father may be heard by the Court on the issue of visitation. Father shall take a hair follicle test for illegal drugs and a CDT test the week prior to any hearing such that the results of both tests will be available to the Court at the hearing.
3. Telephone Contact:
 - a. While his visitation is suspended, Father shall have a call with the children every other week. If a time cannot be agreed upon, it shall be Wednesday at 7:00 p.m. Eastern time. If the children are not available, then it shall be Thursday at 7:00 p.m. Eastern time. If Mother is in Europe, the calls shall be at 2:00 p.m. Eastern time.
 - b. Father shall also have a call with each child on that child's birthday at 7:00 p.m. Eastern time. If for some reason a child is not available, then the birthday call will be the next day at 7:00 p.m. Eastern time. If Mother is in Europe, the calls shall be at 2:00 p.m. Eastern time. Mother shall make every reasonable

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effort to have each birthday phone call be by Facetime or Skype.

- c. There shall be one phone number provided to Father for the calls and Father shall not call any other number for the calls.
- d. The calls shall be supervised by a supervisor acceptable to Mother. Mother and Father may record each call. Father shall abide by all restraints in this Agreement while on each call. Further, Father shall not ask the children about Mother on any call or about any romantic interest of Mother.

C. Communication Between the Parties/Non-Harassment: The parties shall communicate only through their undersigned attorneys or any replacement attorney that either party may obtain. Neither party shall in any way- to include via social media - harm, disturb, harass, trouble, or interfere with the other party. Father shall not have any contact with Mother by any means except through his attorney.

D. Personal Information Notice: Each parent shall keep the other informed at all times of any change to his/her current home address and an email address, which appraisal shall be through each party's attorney.

E. Child-Related Restraints: The parents are mutually restrained from:

1. Exposing the minor children to violent conduct;
2. Exposing the minor children to age-inappropriate conduct, language, TV, videos, movies, books, or materials of any kind;

3. Making any negative or disparaging comments about the other parent or his/her family in the presence, or within the hearing, of the minor children, or allowing any third parties, in particular family members of Mother or Father, to do so;
 4. Discussing with the minor children the other party's romantic relationships;
 5. Discussing with the minor children either party's financial contributions to the other parent for child support or otherwise; and
 6. As to Mother, consuming or being under the influence of illegal or unprescribed prescription drugs or excessive use of prescription drugs or excessive amounts of alcohol when responsible for the care of the children. As to Father, consuming or being under the influence of illegal or unprescribed prescription drugs or excessive use of prescription drugs or any alcohol whatsoever 12 hours before and while on any call with the children.
- F. Mother shall have the right to claim all three of the parties' children on her taxes beginning with the 2017 tax year.
- G. Children's Passports: Mother shall keep the minor children's passports and both parties shall timely cooperate as necessary to ensure that the minor children can obtain and renew passports.
- H. The 2017 Agreement replaces in its entirety "Article 4 – Custody" of the Final Settlement Agreement in Case No. 2015-DR-07-286. All other provisions of the 2016 Final Order shall remain in full force and effect except as specifically addressed in this order.

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- I. The August 17, 2017 Rule to Show Cause: Father admits that he is in willful civil contempt of court as to the allegations at Paragraphs 12-21 of Plaintiff's Petition file on August 2, 2017. Father shall purge himself of this contempt by: 1) payment of the past due uncovered healthcare costs as set forth below; 2) through his payment of the attorneys' fees as set forth below; and 3) Father shall not be on any social media via any account or anyone else's account (such social media to include Facebook, Snapchat, and Instagram) until he has six (6) consecutive months of sobriety s set forth at Paragraph 11.b.1 above.
- J. Attorneys' Fees and Guardian *ad Litem* Fees: Father has paid by credit card \$50,000.00 for Mother's attorneys' fees and costs. If for any reason this payment is rescinded or invalidated in whole or in part, Father shall immediately upon notice to his attorney provide Mother with a certified check for the difference between the amount that was actually paid by his credit card and \$50,000.00. Each party will otherwise pay his/her own attorneys' fees and costs associated with this action. Father shall also be solely responsible for paying the Guardian's remaining fees and costs within thirty (30) days of court approval of this Order. The Guardian shall be entitled to charge at her hourly rate of \$75.00 incident to any motion she files to enforce payment of her fees.
- K. Owed Uncovered Healthcare Expenses of the Minor Children: Within thirty (30) days of court approval of this Agreement, Father shall reimburse Mother in the amount of \$435.50 for his portion of the children's uncovered healthcare costs up to and including the date of court approval of this Agreement.

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L. Each party waives any and all claims against the other party for any alleged violation of any prior order up to and including the date of court approval of this Agreement.

CONCLUSIONS OF LAW

The Court concludes as follows:

A. This Court has appropriate personal and subject matter jurisdiction and venue in Beaufort County is proper; and

B. The 2017 Agreement set forth at Paragraph 11 above was entered into freely and voluntary, is in the best interest of the parties' minor children under the present circumstances, and is hereby approved as the enforceable order of this Court; and

C. The Guardian *ad Litem* is hereby relieved of her duties.

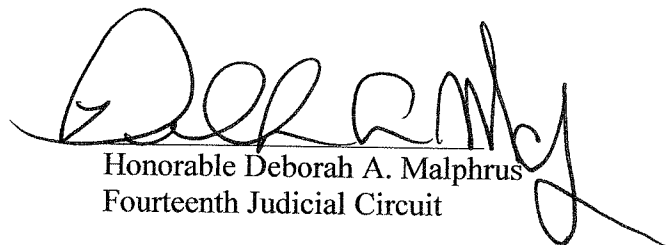
Now, therefore, it is

ORDERED that the parties' 2017 Agreement set forth at Paragraph 11 above is hereby approved as the enforceable order of this Court. It is further

ORDERED that the Guardian *ad Litem* is hereby relieved of her duties.

AND IT IS SO ORDERED!

Beaufort, South Carolina
This 8 day of September, 2017


Honorable Deborah A. Malphrus
Fourteenth Judicial Circuit

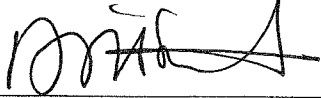
CONSENT SIGNATURES ON NEXT PAGE



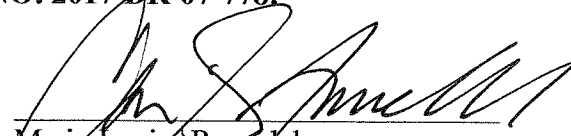




WE SO CONSENT TO THE 2017 AGREEMENT (AS SET FORTH IN PARAGRAPH 11 OF THIS CONSENT ORDER) IN CASE NO: 2017-DR-07-778:



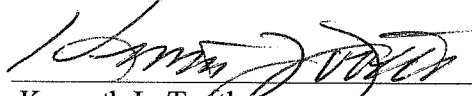
Diana Bright
Plaintiff



Marie-Louise Ramsdale
Casie Suddeth Farrell
ATTORNEYS FOR PLAINTIFF



Craig Bright
Defendant



Kenneth L. Tootle
ATTORNEY FOR DEFENDANT



Courtney Cadien
GUARDIAN AD LITEM

CONTEMPT POWERS OF THE COURT

ANY VIOLATION OF THE TERMS OF THIS ORDER MAY SUBJECT THE VIOLATOR TO UP TO ONE (1) YEAR IN JAIL, UP TO \$1,500.00 IN FINES, AND/OR UP TO 300 HOURS OF COMMUNITY SERVICE.

FOR CLERK OF COURT OFFICE USE ONLY

This judgment was entered on the _____ and a copy mailed first class or placed in the appropriate attorney's box on _____ to attorneys of record or to parties (when appearing pro se) as follows:

Marie-Louise Ramsdale

Casie S. Farrell

Sabrina R. Owen

Samantha F. Hattaway

1476 Ben Sawyer Blvd., Ste. 5

Mt. Pleasant, SC 29464

ATTORNEY(S) FOR THE PLAINTIFF(S)

Kenneth L. Tootle

1015 Prince Street

Beaufort, SC 29902

ATTORNEYS FOR THE DEFENDANT(S)

CLERK OF COURT

Court Reporter: Deeanne Varnadoe

Custodial Parent (if applicable): _____

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
)
COUNTY OF BEAUFORT) Case No. 2020-CP-07-01753

Diana Bright,)
)
Plaintiff)
)
vs.)
)
Craig Bright,)
)
Defendant)
_____)

Exhibit B

*AFFIDAVIT OF DIANA JANURA
IN SUPPORT OF ATTACHMENT*

Litigation Hold Letter

SOWELL + DURANT

September 3, 2020

VIA PROCESS SERVER

Craig Bright

Re: LITIGATION HOLD - ELECTRONICALLY STORED INFORMATION AND TANGIBLE DOCUMENTS AND ITEMS
Diana Bright v. Craig Bright
Case No: 2020-CP-07-01753
Our File Number 8058/1500

Dear Mr. Bright:

The purpose of this letter is to demand that you preserve all documents, tangible things, and electronically stored information (“ESI”) potentially relevant to any issues in the above entitled matter. This specifically includes, but is not limited to, all information pertaining to the above matter, including specifically any and all emails, text messages, and recordings of any telephone communications whatsoever between you and Plaintiff Diana Bright or about Plaintiff Diana Bright. We have similarly instructed our client.

As used in this request, “you” and “your” refers to you, Craig Bright, and your employees, servants, agents, attorneys, and accountants.

You should anticipate that much of the information subject to disclosure or responsive to discovery in this matter is stored on your current and former computer systems and other media and devices (such as: personal digital assistants, voice-messaging systems, online repositories, tablets, and cell phones).

ESI should be afforded the broadest possible definition and includes (by way of example and not as an exclusive list) potentially relevant information whether electronically, magnetically or optically stored.

This preservation obligation extends beyond ESI in your care, possession, or custody and includes ESI in the custody of others that is subject to your direction or control. Accordingly, you must notify any current or former agent, attorney, employee, custodian, or contractor in possession of potentially relevant ESI to preserve such ESI to the full extent of your obligation to do so, and you must take reasonable steps to secure their compliance.

Furthermore, adequate preservation of ESI requires more than simply refraining from efforts to destroy or dispose of such evidence. You must also intervene to prevent loss due

BESS J. DURANT

Member

sowelldurant.com

803.722.1100



803-722-1102 (direct)

bdurant@sowelldurant.com

1325 Park Street, Suite 100

Columbia, SC 29201

to routine operations and employ proper techniques and protocols suited to protection of ESI.

Nothing in this demand for preservation of ESI should be understood to diminish your concurrent obligation to preserve documents, tangible things, and other potentially relevant evidence.

Should you fail to preserve potentially relevant evidence resulting in the corruption, loss, or delay in production of evidence to which we are entitled, such failure would constitute spoliation of evidence, and we will not hesitate to seek sanctions.

Sowell & DuRant, LLC

A handwritten signature in blue ink, appearing to read "BJD" with a stylized flourish extending to the right.

Bess J. DuRant

BJD/aak

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
)
COUNTY OF BEAUFORT) Case No. 2020-CP-07-01753

Diana Bright,)
)
Plaintiff)
)
vs.)
)
Craig Bright,)
)
Defendant)
)
_____)

Exhibit C

*AFFIDAVIT OF DIANA JANURA
IN SUPPORT OF ATTACHMENT*

Excerpts of Craig Bright deposition

DIANA BRIGHT vs CRAIG BRIGHT
Craig Bright on 10/27/2022

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IN THE COURT OF COMMON PLEAS
FOURTEENTH JUDICIAL CIRCUIT
STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT

DIANA BRIGHT,
Plaintiff,

vs. CIVIL ACTION NUMBER
2020-CP-07-01753

CRAIG BRIGHT,
Defendant.

-----/

The videotaped deposition of CRAIG
BRIGHT, a witness in the above-entitled cause,
taken pursuant to Notice and agreement, before
Yvonne P. Fanning, Stenographic Court Reporter
and Notary Public, Keven Carvajal,
Video-Technician, at the offices of Twenge +
Twombly Law Firm, 311 Carteret Street,
Beaufort, South Carolina, on the 27th day of
October, 2022, commencing at or about the hour
of 10:11 a.m.

1 APPEARANCES OF COUNSEL:

2 FOR THE PLAINTIFF:

3 (IN-PERSON)

4 BESS J. DuRANT, ESQUIRE
5 Sowell Gray Stepp & Lafitte, L.L.C.
6 1325 Park Street
7 Columbia, South Carolina 29201
8 803-722-1100
9 bdurant@sowelldurant.com

10 FOR THE DEFENDANT:

11 VIA VIDEOCONFERENCE

12 DAWES COOK ESQUIRE
13 Barnwell Whaley Patterson & Helms, LLC
14 211 King Street
15 Suite 300
16 Charleston, South Carolina 29401
17 843.577.7700
18 mdc@barnwell-whaley.com

19 AND (IN-PERSON)

20 JUSTIN P. NOVAK, ESQUIRE
21 Barnwell Whaley Patterson & Helms, LLC
22 211 King Street
23 Suite 300
24 Charleston, South Carolina 29401
25 843.577.7700
jnovak@barnwell-whaley.com

AND (IN-PERSON)

MARGIE BRIGHT MATTHEWS, ESQUIRE
Bright Matthews Law Firm, LLC
205 East Washington Street
Walterboro, South Carolina 29488
843.549.6028
margie@brightmatthewslaw.com

1 you referred to earlier, is that B&C?

2 A Yes, ma'am.

3 Q Okay. And the furniture store, what
4 name is that entity?

5 A The corporate name is Bennies,
6 B-e-n-n-i-e-s.

7 Q How long have you owned Bennies?

8 A Right after we bought the building,
9 seven and a half years, maybe, approximately.

10 Q What is your day-to-day role at Bennies
11 today?

12 A I do not play an active role in the
13 company.

14 Q Are you the 100 percent owner of
15 Bennies?

16 A Yes, I am.

17 Q Okay. Mr. Bright, when did you and
18 Ms. Janura get married?

19 A I'm not sure, ma'am.

20 Q When did you get divorced?

21 A I do know it was on my birthday, so --
22 and I think it's been -- this year will be eight
23 years, seven or eight years this year. I
24 believe it would be eight.

25 Q And thank you for reminding me of a

1 A Not that I'm aware of.

2 Q Okay. So if we have any emails from
3 this address, did you send those emails?

4 A It would be my belief that I would
5 have, yes.

6 Q Okay. Craig, what cars have you owned
7 or rented since 2015?

8 A Boy, I wasn't prepared to answer that
9 question.

10 I believe I've owned not many. I'm
11 just trying to think. I had a Porsche. I
12 currently have a Bentley. I do collect cars and
13 race them, so it's a hobby. I've had a
14 couple -- two to three Ferraris in the period,
15 and I believe two Aston Martins.

16 Q What about a green Land Rover?

17 A Range Rover.

18 Q Range Rover. Excuse me.

19 A You've had -- you're right. I've
20 had -- sorry, not a question I don't think about
21 very often. I had -- I had a black and a green
22 Range Rover.

23 Q Is your Bentley blue?

24 A No. My Bentley was blue for a couple
25 of months, the one that was photographed, but I

1 changed. I was waiting for the one that I
2 ordered to come in, and that was kind of a
3 loaner.

4 Q What is the color of the Bentley that
5 you own now?

6 A It's gray.

7 Q Do you have a white car, or have you
8 had a white car for the past -- since 2015?

9 A I'm sure I have, and given some time,
10 I'll -- I'll get together a complete list for
11 you.

12 Q Thank you.

13 A Sure.

14 Q Do you own any guns?

15 A I do.

16 Q Okay. How many?

17 A Two.

18 Q Do you know when you purchased those
19 guns?

20 A Within the last year.

21 MS. DuRANT: Okay. Ms. Kelly, may
22 I have the engagement letter, please,
23 ma'am?

24 Mr. Bright, I'm going to hand you
25 and your lawyer -- let's make this his

1 Do you see that?

2 A Yes, ma'am. I should have brought my
3 glasses.

4 Q Do you have any reason to doubt that
5 you did not receive this letter marked as
6 Exhibit 1?

7 A I received -- what I do receive -- call
8 receiving through a server was the initial
9 filing asking for a jury trial and a packet of
10 paper that was fairly lengthy. In regards to
11 this particular case, and again, we have several
12 ongoing cases, I believe this to be the only
13 document that I was served. Whether this was
14 part of it, I do recall being served once in
15 this case asking for a jury trial.

16 Q Yeah. I guess let me go back to my
17 question and make it a little bit clearer.

18 If the process server says he served
19 you with this letter, do you have any reason to
20 question that you did not receive this letter?

21 A Again, I would not question. I just
22 don't recall unless it was in the initial
23 packet --

24 Q Okay.

25 A -- which would have been around that

1 date --

2 Q Yeah.

3 A -- would it not have been?

4 Q Yes, correct. And you are correct.

5 This was served with the summons and complaint.

6 A Okay. Then I do recall having a
7 server.

8 Q Great.

9 Have you read this letter before today?

10 A I don't recall.

11 Q Okay. Do you understand -- and you can
12 read it if you want to now.

13 A I just did. Yeah.

14 Q Do you understand the purpose of this
15 letter?

16 A Yes.

17 Q And what is that purpose?

18 A To not destroy any electronic
19 documents.

20 Q Uh-huh. Along with any tangible
21 documents, hard copies of documents.

22 Do you understand that as well?

23 A I understand what a hard document is.
24 But that would be in my possession? And what
25 would be -- what type of document, for example?

1 Just for me to better understand.

2 Q Sure.

3 A I don't need --

4 Q Sure.

5 A I'm just curious.

6 Q That -- that you wouldn't go around
7 shredding documents.

8 A No, ma'am. I don't own a shredder.

9 Q Okay. Or -- or destroying documents,
10 burning documents, that you wouldn't
11 intentionally destroy any paper documents that
12 you have.

13 A Yeah. As you're aware, I'm -- I'm
14 100 percent electronic, unfortunately.

15 Q Okay. Have you deleted any texts or
16 emails since receiving this letter?

17 A I certainly have deleted texts. I
18 don't know any of them would be relevant to this
19 case. I do know that they all go up into the
20 cloud, and I believe that's why you guys ceased
21 my equipment to get access. But I do not
22 keep -- for example, the text I received today,
23 I don't keep every text that I receive. I,
24 frankly, wasn't aware that I was supposed to.

25 MS. DuRANT: Ms. Kelly, if you

1 Q Do you understand that I subpoenaed
2 documents from Phil Hartman?

3 A Yeah. I know Phil Hartman has had
4 documents requested.

5 Q Do you -- are you aware that
6 Phil Hartman produced texts between you and him
7 about Ms. Janura in this case during that time
8 frame?

9 A I -- I'm not aware, nor do I not
10 believe it to be true. I lose my phone at least
11 on a quarterly basis, and records will show from
12 Verizon that I just got a new one the other day
13 because I misplaced one. So very, very possibly
14 during this period of time, I missed a phone
15 and, of course, when you get a new phone, your
16 texts aren't there.

17 Q Okay. It is my understanding from your
18 testimony just a few minutes ago that your texts
19 go to an iCloud?

20 A I'm hoping or assuming they do. I
21 would think everything these days goes to a
22 cloud.

23 Q Would it surprise you that we could not
24 find the forensic accountant -- not accountant,
25 excuse me -- the forensic IT -- gentleman who

1 searched your phone could not find these texts
2 that Mr. Hartman had between you and he?

3 A It would --

4 MR. NOVAK: Objection.

5 You can answer.

6 THE WITNESS: Yeah. It would --
7 it would surprise me that a
8 professional wasn't able to find them.
9 I -- I turn my phone on and off when
10 it's not working like my computer. I
11 don't know anything about technical. I
12 have no capacity to make something go
13 away, and I would think a forensic
14 examiner, since that's his job, would
15 be able to take a layman's phone and
16 extract it, but I have no professional
17 knowledge of their field.

18 BY MS. DuRANT:

19 Q Did you delete any texts during this time
20 frame?

21 A Ma'am, I -- obviously, if they're not
22 there, possibly I could have. No recollection.
23 But it's great that you have the copies.

24 Q The copies of what?

25 A The ones that Phil sent, so you have

1 records of them.

2 Q Have you deleted any other texts
3 related to this litigation?

4 A I -- I would say that there's a great
5 certainty that if I sent an email to Diana, I
6 would delete it because she would have a copy,
7 of course, and that would be the only thing
8 relevant.

9 Q Okay. What about other emails or texts
10 not sent to Diana; would you delete them?

11 A If it was in regards to the case of --
12 I would have nobody that I would be texting.

13 Q What about emailing?

14 A Emailing would be through my attorneys,
15 and I guess that would be protected.

16 Q Yeah. I don't -- I don't want to know
17 about any communications with your lawyers, but
18 if you have any emails with Phil Hartman, your
19 parents, anybody else in your world about this
20 case, have you deleted those emails or texts
21 since September 3rd of 2020?

22 A It's possible. I don't have any
23 recollection.

24 MS. DuRANT: Ms. Kelly, may I have
25 the next exhibit, please, ma'am.

1 the house, paid the repairs. No harm, no foul.
2 Ms. Bright never knew I was anywhere in the
3 area.

4 Q What kind of boat do you have?

5 A I have a CrisCraft.

6 Q How much does it cost?

7 A I don't recall.

8 Q Okay. Does \$500,000 sound about right?

9 A That would sound about right, yes.

10 Q I'm going to ask Ms. Kelly to play some
11 videos for us, and I'll ask you questions after
12 them --

13 A Okay.

14 Q -- if you don't mind, please, sir.

15 MS. DuRANT: Oh. It's sounds like
16 lunch is on its way. Do y'all -- this
17 might be a good time to --

18 MR. NOVAK: Yeah. If it works --

19 MS. DuRANT: Great.

20 MR. NOVAK: -- that's fine with
21 me.

22 We'll go off the record.

23 THE VIDEOGRAPHER: The time is
24 12:36 p.m. and we're off the record.

25 (Recess taken from 12:36 p.m. to

1 Q Okay. The boat?

2 A Uh-huh. There's a liability for you.

3 Q A liability regardless if you have debt
4 or not.

5 How much equity do you have in the
6 boat?

7 A I don't think really any.

8 Q Okay.

9 A I mean, maybe 50 grand. Who knows.

10 Q Okay. Do you have any trusts?

11 Did I just ask you this?

12 A You just asked me that.

13 Q Sorry.

14 A No, I do not.

15 Q Have you received any loans recently?

16 A Yes. And I'm just waiting to hear
17 today about another one.

18 Q Is that what you submitted the verified
19 financial statements for?

20 A I mean, the banker just asked for this
21 information. I didn't have to give him any
22 statements.

23 Q Okay. Well, I thought you just said
24 you just did some financial statements or
25 declarations?

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
)
COUNTY OF BEAUFORT) Case No. 2020-CP-07-01753

Diana Bright,)
)
Plaintiff)
)
vs.)
)
Craig Bright,)
)
Defendant)
_____)

Exhibit D

***AFFIDAVIT OF DIANA JANURA
IN SUPPORT OF ATTACHMENT***

**Audio of Craig Bright Jailhouse Call 81538452 to be
provided to the Court**

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
)
COUNTY OF BEAUFORT) Case No. 2020-CP-07-01753

Diana Bright,)
)
 Plaintiff)
)
 vs.)
)
Craig Bright,)
)
 Defendant)
_____)

Exhibit E

*AFFIDAVIT OF DIANA JANURA
IN SUPPORT OF ATTACHMENT*

Zillow Listing for 24 Widewater Road, Hilton Head

< Back to search



Save Share Hide



\$5,750,000

24 Widewater Rd, Hilton Head Island, SC 29926

4 beds 6 baths 7,492 sqft

Est. payment: \$37,047/mo Get pre-qualified

Single Family Residence

Built in 1999

1.69 Acres lot

Zestimate®

\$767/sqft

\$-- HOA

Request a tour as early as today at 12:30 pm Contact agent

What's special

PRIVATE POOL HOT TUB PRIVATE DEEPWATER DOCK SPACIOUS FRIDGE OUTDOOR KITCHEN

Overview

Facts & features

Market value

Cost calculator

Neighborhood

Price history

Date	Event	Price
10/18/2023	Price change	\$5,499,000 -4.4% \$734/sqft
Source: REsides, Inc. #437821 Report		
9/29/2023	Price change	\$5,750,000 -4.2% \$767/sqft
Source: REsides, Inc. #437821 Report		
8/23/2023	Listed for sale	\$5,999,000 +145.4% \$801/sqft
Source: REsides, Inc. #437821 Report		
1/24/2020	Listing removed	\$2,445,000 \$326/sqft
Source: RE/MAX Island Realty #396149 Report		

Request a tour

as early as today at 6:30 pm

Contact agent

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
)
COUNTY OF BEAUFORT) Case No. 2020-CP-07-01753

Diana Bright,)
)
Plaintiff)
)
vs.)
)
Craig Bright,)
)
Defendant)
_____)

Exhibit F

*AFFIDAVIT OF DIANA JANURA
IN SUPPORT OF ATTACHMENT*

Craig Bright Text (DBright_001235)

4:39
◀ Mail

Hey, just take a 100k and put thi...

assets. They won't rule for you which is why I want to go to trial and you guys don't. Give them 40k and take 60k and be thankful. I want you to stop carrying the hate that is consuming you. I have nothing against you. If you heard Peters deposition it only favored me and that's all you have. He doesn't feel threatened by me and our interactions were civil. He said in the deposition that he jumped just three feet over a rail to get to the dog so it wasn't a big deal. My team filmed where you were sitting and he is going to look silly when they show it. He thinks I went to park Cort to follow you and I showed you I made the reservations five months in advance and you literally brought it up in another suit after that. Let's stop this. My home is on the market for 6 million and expect an offer today. I paid two and moose will testify that I didn't even know you had land here which I didn't. Tax records show you made a nice profit. All of this is public and going to come out in court. Save yourself and me the emotional part of a trial. You know how bad it looks for you. I just want my children in my life and I'm

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
)
COUNTY OF BEAUFORT) Case No. 2020-CP-07-01753

Diana Bright,)
)
) Plaintiff)
)
) vs.)
)
)
Craig Bright,)
)
)
) Defendant)
)
_____)

Exhibit G

*AFFIDAVIT OF DIANA JANURA
IN SUPPORT OF ATTACHMENT*

Craig Bright Financial Declaration

NET MONTHLY INCOME⁴	\$54,303.00	\$0.00
---------------------------------------	--------------------	---------------

Estimate monthly expenses: (Specify which party is the custodial parent and list name and relationship of all members of household whose expenses are included)

MONTHLY EXPENSES⁵		Husband/Father	Wife/Mother
Residential Rent Payment			
Note or Mortgage Payment on Residence		7800.00	
Food and Household Supplies ⁶		2000.00	
Utilities, Water, and Garbage Collection		1000.00	
Telephone and Cellular Phone		250.00	
Medical, Dental and Disability Insurance Premiums (not deducted from paycheck)		900.00	
Life Insurance Premiums (not deducted from paycheck)			
Child Support (from prior marriages)		3000.00	
Work Related Day Care			
Auto Payment		5900.00	
Auto Insurance, taxes, gasoline, and maintenance ⁷		2000.00	
SUBTOTAL:	\$22,850.00		
Real Property Tax on Residence(s)		2083.00	
Maintenance for household ⁸		2000.00	
Adult clothing		250.00	
Children's clothing ⁹			
Cable Television, Satellite and Internet/Online Services		237.00	
Laundry and Dry Cleaning ¹⁰		150.00	
Medical and Dental Expenses (not paid by insurance)		200.00	
Prescriptions, Glasses, and Contacts (not paid by insurance)		80.00	
Children's incidental expenses ¹¹			
School lunches, supplies, field trips, and fees ¹²			
Entertainment ¹³		1000.00	
Adult Incidental expenses ¹⁴		2800.00	
All Installment payments ¹⁵		54050.00	
Other (Specify): Boat payment		3700.00	
SUBTOTAL	\$66,550.00		
TOTAL MONTHLY EXPENSES:		\$89,400.00	

Installment Loan Payments Section

Creditor	For	Monthly Pymt	Balance	Owed by¹⁶
American Express	House renovations	Paid in full	\$49,000.00	Craig Bright
South State	Ferrari	\$2,700.00	\$147,000.00	Craig Bright
Bentley Financial	Bentley	\$3,100.00	\$180,000.00	Craig Bright
MNT Bank	Boat	\$2,300.00	\$350,000.00	Craig Bright
Bank of West	Boat	\$550.00	\$17,000.00	Craig Bright
South State	Construction loan	\$2,200.00	\$500,000.00	Craig Bright
South State	Business Loan	\$4,000.00	\$465,000.00	Craig Bright

Other Debts and Obligations not payable in monthly installments

Creditor	For	Balance	Owed by ¹⁶
US Federal Government	2021 Taxes	161043.00	Craig Bright
Charles Schwab	Loan against Stock	1447342.00	Craig Bright

Are you currently in Bankruptcy?

Yes No

Are any obligations listed above, including mortgage and note payments, in arrears?

Yes No

If yes, please list the obligations in arrears.

POST-DIVORCE ALL ASSETS/DEBTS ARE NON-MARITAL

Assets	Husband/Father	Wife/Mother	Joint
Cash and Money in Checking Account(s) ¹⁷	\$9,000.00		
Money in Savings Account(s), Credit Union, Money Market, or Certificates of Deposit	\$0.00		
Value of Voluntary Retirement Account(s)	\$35,000.00		
Value of Pension Account			
Value of Publicly Held Stocks, Bonds, Securities, Mutual Funds ¹⁸	TBD		
Value of Privately Held Stocks and Other Business	TBD		
Value of Real Estate - Net of Mortgage Balances ¹⁹	\$1,300,000.00		
Value of All Other Property :	TBD		
TOTAL ASSETS:	\$1,344,000.00	\$0.00	\$0.00

Any Non Marital Property Known to Parties

Description of Asset	Title Owner	Date of Acquisition	Source of Funds	Estimate Present
N/A- POST DIVORCE MATTER				

If total assets are less than \$300,000.00, sign and have notarized.

If total assets are greater than \$300,000.00, itemize assets by completing additional sections below and sign and have notarized.

Financial Accounts Section¹⁸

Owner	Name of Institution	Type of Account	Balance
N/A- POST DIVORCE MATTER			

Voluntary Retirement Accounts and Pensions Section

Type of Account	Value

N/A- POST DIVORCE MATTER

Publicly Held Stocks, Bonds, Securities, Mutual Funds Section (Non-Retirement)¹⁹

Name of Company	Number of Shares/Type of Account	Value
N/A- POST DIVORCE MATTER		

Real Estate Section


Owner	Address	Value	Mortgage Balance	Mortgage Equity
N/A- POST DIVORCE MATTER				

Other Property

Owner	Description of Asset	Value	Loan Balance	Equity
N/A-POST DIVORCE MATTER				


SIGNATURE

SWORN to before me, this 18th
day of June, 2023.


Notary Public for South Carolina
My commission expires: 10/28/25

1. A recent paystub should be attached to the Financial Declaration. To compute Principal Earnings from Employment, first determine whether you are paid semi-monthly, biweekly, or weekly. If you are paid semi-monthly, multiply the gross amount of your pay check by two. If you are paid biweekly, multiply the gross amount of your pay check by 26 and then divide by 12. If you are paid weekly, multiply the amount of your paycheck by 52 and divide by twelve. Round to the nearest whole dollar.
2. To compute Overtime, Tips, Commission, and/or Bonuses, take an average of your monthly earnings from overtime, tips, commission, bonuses, etc. from the past three years or the length of employment if employed less than three years (including this year).
3. To compute State, Local, and Social Security Tax deductions, use the same formula used to compute principal earnings in endnote 1 above, or consult or have your attorney consult an accountant.

4. Net monthly Income is equal to Total Gross Monthly Income minus Total Monthly Deductions.
5. Do not include any expense in the Monthly Expenses section that has already been included in the Deductions from Gross Monthly Income on page one of the Declaration.
6. Food Expense is to include the cost of groceries, toiletries, cleaning supplies, and casual eating out.
7. Auto Expenses are to include gasoline, oil changes, tune-ups, tire replacement, maintenance, and related items.
8. Maintenance for Household is to include appliance and household repairs, landscaping, house cleaning, pest control, pool service, alarm service, and other related items.
9. Clothing Expense is to include shoes and clothing purchases, clothing repair and alterations, and related items.
10. Laundry Expense is to include the cost of laundry service, dry cleaning, and related items.
11. Children's Incidental Expenses are to include allowance, summer camp, nursery school, baby sitters, lessons, activities, participatory sports, and related items.
12. School Expense is to include tuition, supplies, field trips, dues, tutors, locker rentals, school lunches, and other related items.
13. Entertainment is to include movies, theater, vacations, sporting events, compact discs, digital video discs, digital video discs, and related items.
14. Adult Incidental Expenses are to include cosmetics, hair and nail care, books, magazines, newspapers, business dues, memberships, pets, charity, religious dues or tithes, gifts, bank charges, hobbies, and related items.
15. All Installment Loan Payments is the total amount itemized in Installment Loan Payments Section, which should include all loan payments not already listed as a monthly expense., Examples: home equity loan, credit cards, etc.
16. Indicate which spouse legally owes the payment (husband, wife, or joint).
17. Other property is to include automobiles (minus loan balance), boats (minus loan balance), furniture, furnishings, china, silver, jewelry, collectibles, and other personal property.
18. Itemize Financial Accounts such as checking, savings, credit union, money market, or certificate of deposit accounts in the Financial Accounts Section.
19. Itemize Publicly Held Stocks, Bonds, Securities, Stock Options and Mutual Funds (excluding retirement accounts) in the Publicly Held Stocks, Bonds, Securities, Mutual Funds Section.
20. Itemize each parcel of Real Estate in the Real Estate Section.

IRS e-file Signature Authorization

▶ ERO must obtain and retain completed Form 8879.
 ▶ Go to www.irs.gov/Form8879 for the latest information.

Submission Identification Number (SID) ▶ 5705912022278lu9gfpq

Taxpayer's name Craig Bright	Social security number [REDACTED]
Spouse's name	Spouse's social security number

Part I Tax Return Information — Tax Year Ending December 31, 2021 (Enter year you are authorizing.)

Enter whole dollars only on lines 1 through 5.

Note: Form 1040-SS filers use line 4 only. Leave lines 1, 2, 3, and 5 blank.

1 Adjusted gross income	1	1,055,977
2 Total tax	2	243,308
3 Federal income tax withheld from Form(s) W-2 and Form(s) 1099	3	0
4 Amount you want refunded to you	4	0
5 Amount you owe	5	161,043

Part II Taxpayer Declaration and Signature Authorization (Be sure you get and keep a copy of your return)

Under penalties of perjury, I declare that I have examined a copy of the income tax return (original or amended) I am now authorizing, and to the best of my knowledge and belief, it is true, correct, and complete. I further declare that the amounts in Part I above are the amounts from the income tax return (original or amended) I am now authorizing. I consent to allow my intermediate service provider, transmitter, or electronic return originator (ERO) to send my return to the IRS and to receive from the IRS (a) an acknowledgement of receipt or reason for rejection of the transmission, (b) the reason for any delay in processing the return or refund, and (c) the date of any refund. If applicable, I authorize the U.S. Treasury and its designated Financial Agent to initiate an ACH electronic funds withdrawal (direct debit) entry to the financial institution account indicated in the tax preparation software for payment of my federal taxes owed on this return and/or a payment of estimated tax, and the financial institution to debit the entry to this account. This authorization is to remain in full force and effect until I notify the U.S. Treasury Financial Agent to terminate the authorization. To revoke (cancel) a payment, I must contact the U.S. Treasury Financial Agent at 1-888-353-4537. Payment cancellation requests must be received no later than 2 business days prior to the payment (settlement) date. I also authorize the financial institutions involved in the processing of the electronic payment of taxes to receive confidential information necessary to answer inquiries and resolve issues related to the payment. I further acknowledge that the personal identification number (PIN) below is my signature for the income tax return (original or amended) I am now authorizing and, if applicable, my Electronic Funds Withdrawal Consent.

Taxpayer's PIN: check one box only

I authorize John F. Mosca, CPA, P.C. to enter or generate my PIN as my signature on the income tax return (original or amended) I am now authorizing. ERO firm name Enter five digits, but don't enter all zeros

I will enter my PIN as my signature on the income tax return (original or amended) I am now authorizing. Check this box only if you are entering your own PIN and your return is filed using the Practitioner PIN method. The ERO must complete Part III below.

Your signature ▶ _____ Date ▶ _____

Spouse's PIN: check one box only

I authorize _____ to enter or generate my PIN as my signature on the income tax return (original or amended) I am now authorizing. ERO firm name Enter five digits, but don't enter all zeros

I will enter my PIN as my signature on the income tax return (original or amended) I am now authorizing. Check this box only if you are entering your own PIN and your return is filed using the Practitioner PIN method. The ERO must complete Part III below.

Spouse's signature ▶ _____ Date ▶ _____

Part III Certification and Authentication—Practitioner PIN Method Only

ERO's EFIN/PIN. Enter your six-digit EFIN followed by your five-digit self-selected PIN. Don't enter all zeros

I certify that the above numeric entry is my PIN, which is my signature for the electronic individual income tax return (original or amended) I am now authorized to file for tax year indicated above for the taxpayer(s) indicated above. I confirm that I am submitting this return in accordance with the requirements of the Practitioner PIN method and Pub. 1345, Handbook for Authorized IRS e-file Providers of Individual Income Tax Returns.

ERO's signature ▶ _____ Date ▶ 1/23/2023

**ERO Must Retain This Form — See Instructions
 Don't Submit This Form to the IRS Unless Requested To Do So**

1833

STATE OF SOUTH CAROLINA
DEPARTMENT OF REVENUE
INDIVIDUAL INCOME TAX
DECLARATION FOR ELECTRONIC FILING

SC8453

(Rev. 10/7/21)
3299

dor.sc.gov

Form with fields for First name and middle initial, Last name, Spouse's first name, Last name, Mailing address, City, State, ZIP, Tax Year, Your social security number, Spouse's social security number, Daytime phone number.

Part I Information from your SC1040, Individual Income Tax Return

Table with 8 rows and 3 columns: Line number, Description, Amount. Includes Federal taxable income, SC tax, Use Tax, Total Tax, SC Income Tax Withheld, Refundable credits, Refund, Balance due.

Part II Bank information for Refund or Balance Due

Form with fields for Routing number (RTN), Bank account number (BAN), Type of account (Checking/Savings), Payment Withdrawal Date, Payment Withdrawal Amount.

Part III Declaration of taxpayer

- 13. a. I consent for my refund to be directly deposited as designated in Part II. I declare that the information on line 1 through line 8 is correct. If I filed a joint return, this is an irrevocable appointment of my spouse as an agent to receive the refund.
b. I authorize the South Carolina Department of Revenue (SCDOR) and its designated agents to initiate an ACH Debit request to my bank account, provided in Part II, for payment of the South Carolina taxes I owe.

If the SCDOR does not receive full and timely payment of my tax liability, I understand that I am responsible for the balance due, including all penalties and interest.

I declare that this return and all attachments are true, correct, and complete to the best of my knowledge. This declaration is based on all information of which the preparer has any knowledge.

Do not submit a copy of this form to the SCDOR. Return the signed copy to your paid preparer. Keep a copy with your tax records.

Signature lines for Your signature, Date, Spouse's signature (if married filing jointly, BOTH must sign), Date.

Part IV Declaration of Electronic Return Originator (ERO) and Paid Preparer

I declare that I have received the above taxpayer's return and the information is complete and accurate to the best of my knowledge. I have obtained the taxpayer's signature on this form before submitting the SC1040 to the SCDOR. I have provided the taxpayer with a copy of all forms and information to be filed with the IRS and the SCDOR and have followed all other requirements described in the IRS Pub. 1345 Authorized IRS e file Providers of Individual Income Tax Returns, and requirements specified by the SCDOR.

Table with 4 columns: Role (ERO's Use Only / Paid Preparer's Use Only), Signature, Date, Check if also paid preparer / Check if self-employed, PTIN, FEIN, Phone.

STATE OF SOUTH CAROLINA)
 COUNTY OF BEAUFORT)
 DIANA BRIGHT,)
 Plaintiff,)
 v.)
 CRAIG JEREMY BRIGHT,)
 Defendant.)

2016 MAR -9) AN 11:39
 FAMILY COURT
 BEAUFORT COUNTY
 BEAUFORT, S.C.

IN THE FAMILY COURT OF THE
 FOURTEENTH JUDICIAL CIRCUIT
 CASE NO.: 2015-DR-07-286

**FINAL ORDER APPROVING
 FINAL SETTLEMENT AGREEMENT
 AND DECREE OF DIVORCE**

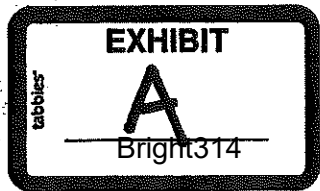
DATE OF HEARING: March 9, 2016
 PRESIDING JUDGE: Judy L. McMahon
 ATTORNEY FOR PLAINTIFF: Casie Suddeth Farrell, Esquire
 for the Ramsdale Law Firm, LLC
 ATTORNEY FOR DEFENDANT: ~~Alex B. Cash, Esquire~~ Rene S. Dukes, Esquire
 COURT REPORTER: Donna Hartley

Plaintiff commenced this action by the filing of a Summons and Complaint on February 25, 2015. Present and appearing at the hearing were Plaintiff; Casie Suddeth Farrell, Esq., as Plaintiff's counsel; and ~~Alex B. Cash, Esq.~~ ^{Rene S. Dukes, Esq.} as Defendant's counsel. Defendant did not appear but submitted an Affidavit of Agreement ("Defendant's Affidavit"). Plaintiff's counsel moved to amend the pleadings and request a divorce on the ground of one year's continuous separation and Defendant's counsel waived the notice requirement and consented to same.

The parties reached a Final Settlement Agreement (the "Agreement") as to all issues arising from their marriage. The parties presented the signed Agreement, attached hereto and marked as Exhibit "A," and asked that the Court approve the Agreement, making it a Final Order of the Court.

Having reviewed the Court's file, to include the parties' financial declarations, the Agreement, and Defendant's Affidavit and having heard the testimony of Plaintiff and the

Certified
[Signature]
 Clerk
 Beaufort Co.



corroborating witness, the Court hereby makes the following Findings of Fact and Conclusions of Law:

FINDINGS OF FACT

The Court finds as follows:

1. The parties hereto are husband and wife, having been married on August 26, 2005.
2. Plaintiff and Defendant are both citizens and residents of the State of South Carolina, County of Beaufort, and have been citizens and residents of said State and County for more than one year prior to the commencement of this action.
3. The parties last lived together as husband and wife in Beaufort County, South Carolina.
4. Three children were born of this marriage, namely O.B., born in January 2009; B.B., born in October 2012; and A.B., born in September 2014. No other children are expected or anticipated of this marriage.
5. Plaintiff testified that the parties separated from each other on or about February 23, 2015; that the parties have resided in separate dwellings since that date; and that the parties have lived separate and apart without cohabitation since that date. A corroborating witness corroborated the testimony. Plaintiff testified that there is no possibility of reconciliation between the parties, nor is there anything this Court can do to assist in effecting a reconciliation. Plaintiff requests a divorce of and from Defendant on the ground of one year's continuous separation.
6. The parties have exchanged Financial Declarations and each is fully aware as to the other's financial situation.
7. Both parties acknowledged, Defendant through his attorney and Defendant's Affidavit, that the Agreement is complete and fully integrated and that there are no "side deals" or

other promises between them as to the subject matter of this case that are not contained in the Agreement.

8. Both parties acknowledged, Defendant through his attorney and Defendant's Affidavit, that the Agreement is fair and equitable to both themselves and each other. Neither party contests the terms of the Agreement.

9. Both parties acknowledged, Defendant through his attorney and Defendant's Affidavit, that they are intelligent and capable and fully understand the terms and conditions of the Agreement.

10. Both parties acknowledged, Defendant through his attorney and Defendant's Affidavit, that they are in good health. Plaintiff was not under the influence of any drugs, alcohol, unprescribed prescription medication, or other intoxicants or stress or duress at the time she entered into the Agreement or at the hearing on this matter. Defendant stated, through his attorney and Defendant's Affidavit, that he was not under the influence of any drugs, alcohol, unprescribed prescription medication, or other intoxicants or stress or duress at the time he entered into the Agreement or when he executed Defendant's Affidavit.

11. Plaintiff is fully satisfied with the services of her attorneys. Defendant is fully satisfied with the services of his attorney.

12. Both parties represent, Defendant through his attorney and Defendant's Affidavit, that they participated in the negotiation of the Agreement and desire that the Court approve the Agreement thereby making it a Final Order of this Court.

13. Both parties understand, Defendant through his attorney and Defendant's Affidavit, that once there has been issued an Order of this Court, they are subject to the contempt

powers of this Court, including a fine, jail sentence, and/or community service. Knowing this, they join in a prayer that their written Agreement be adopted as the enforceable order of this Court.

14. The Court finds that there is no collusion between the parties and that Plaintiff is entitled to a divorce, a *vinculo matrimonii*, of and from Defendant on the ground of one year's separation.

This Court herein sets forth its

CONCLUSIONS OF LAW

The Court concludes as follows:

A. The Court concludes that it has jurisdiction of the parties hereto and the subject matter herein and that venue is appropriate;

B. The Court concludes that the parties' Agreement, attached as Exhibit A, should be approved as fair and equitable, and should be incorporated into this Final Order Approving Final Settlement Agreement and Decree of Divorce; and

D. The Court concludes that Plaintiff is entitled to a divorce, a *vinculo matrimonii*, of and from Defendant on the ground of one year's continuous separation.

Now, therefore, it is

ORDERED that the bonds of matrimony heretofore existing between wife and husband be, and the same hereby are, dissolved, wholly and forever, and Plaintiff is granted a divorce, a *vinculo matrimonii*, of and from Defendant on the ground of one year's continuous separation. It is further

ORDERED that the parties' Agreement, attached as Exhibit A, is approved and incorporated into this Final Order Approving Final Settlement Agreement and Decree of Divorce, and each party is ordered to comply with the terms thereof.

IT IS SO ORDERED!

S/ Judge K. McMahon
Family Court Judge

Beaufort, South Carolina
This 9 day of March 2016


CONTEMPT POWERS OF THE COURT

**ANY VIOLATION OF THE TERMS OF THIS ORDER MAY SUBJECT THE
VIOLATOR TO UP TO ONE (1) YEAR IN JAIL, UP TO \$1,500.00 IN FINES, AND/OR
UP TO 300 HOURS OF COMMUNITY SERVICE.**

WHEREAS, Craig has been represented by independent legal counsel (Alex B. Cash, Esquire) in this matter. Craig acknowledges that he is fully satisfied with the services of his attorney; that his attorney has done everything that has been asked of him by Craig; that his attorney has answered all of his questions; and that he has gone over all of the provisions of this Agreement with his attorney; and

WHEREAS, Diana has been represented by independent legal counsel (Marie-Louise Ramsdale, Esquire) in this matter. Diana acknowledges that she is fully satisfied with the services of her attorney; that her attorney has done everything that has been asked of her by Diana, that her attorney has answered all of her questions, and that she has gone over all of the provisions of this Agreement with her attorney; and

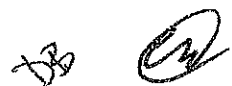
WHEREAS, the parties acknowledge that each is extremely familiar with the financial ability, income, debts, expenses, worth and assets of the other based upon knowledge obtained during the marriage, review of documents and/or discussions between them. The parties specifically acknowledge that they have instructed their attorneys not to conduct discovery in regard to financial matters due to their direct and substantial knowledge of the assets and debts of the marital estate, which they accumulated during the marriage. The parties acknowledge that they are personally aware of all of their substantial assets and debts that were accumulated during the marriage and that they are fully satisfied with the division of marital property as set forth in this Agreement. The parties recognize that they are not entering into this Agreement as a result of any duress or undue influence, but rather as the natural consequence of the breakdown of their marriage. The parties further recognize that each party has freely, actively, and fully taken part in the negotiation of the terms of this Agreement over a reasonable period of time and

DB 

each fully accepts the terms and conditions set forth herein. Each party acknowledges and considers this Agreement to be fair, just, and equitable under all relevant circumstances; and

WHEREAS, the parties wish to settle this matter without litigating this case, and the parties are aware of the costs and the length of time that the full litigation process might otherwise take if the parties do not settle this matter. Instead, the parties understand that by entering into this agreement that they are giving up the right to litigate this case, take discovery, subpoena documents and persons, allow a Family Court Judge to rule upon their case, and/or appeal any decision to the South Carolina Court of Appeals and also to the Supreme Court of South Carolina. The parties understand that they might have obtained a better or worse result than what is set forth in this Agreement should they wish to fully litigate this case. The parties agree and expressly waive their right to have the issues in this Agreement tried in the Family Court, and instead wish to voluntarily enter into this Agreement; and

WHEREAS, the parties understand and intend that this Agreement shall be offered to the Family Court of the Fourteenth Judicial Circuit, South Carolina, for approval as fair, and they specifically request that the Court approve this Agreement and merge and incorporate this Agreement into any Final Order of the Court. The parties understand and acknowledge that once approved by the Court, this Agreement shall become enforceable as a Court Order. Willful failure to comply with the terms of this Order shall constitute contempt and subject the offender to the contempt powers of the Court, which include incarceration for up to one year, a \$1,500 fine, and/or community service of up to 300 hours.



NOW, THEREFORE, in consideration of the premises, and the mutual promises and undertakings herein contained, and for other good and valuable consideration which the parties hereby acknowledge as fair, reasonable, and sufficient, the parties agree as follows:

ARTICLE 1

SEPARATION

1. It is and shall be lawful for each party hereto at all times to live separate and apart from the other, at such places as he or she may deem fit, free from control, restraint, or interference by the other. Each party may, for his or her separate benefit, engage in any employment, business, or profession he or she may choose, free from control, restraint, or interference by the other. Each may reside at such place or places and with such relatives, friends, and acquaintances as he or she may select, free from control, restraint, or interference by the other.

2. Neither party shall molest or interfere with the other nor compel the other to associate, cohabit, or dwell with him or her by any action or proceeding for the restoration of conjugal rights or by any other means whatsoever. Except as necessary for the exchange of children, neither party shall go to or enter the residence of the other for any reason whatsoever without prior permission from the other party.

3. The contents of Article 1 are intended to be a civil restraining order only and are included solely to facilitate the parties moving on with their lives in a peaceful manner. The language herein is not to be construed in any way as a restraining order issued under any protection from domestic violence/abuse act, stalking or harassment statute, or incident to any state or federal firearms law.

DB 

ARTICLE 2

EQUITABLE DIVISION OF MARITAL PROPERTY

The parties are fully and completely aware of one another's direct and indirect contributions to the acquisition of marital property during the marriage. The parties agree that the division of property made in this Agreement as set forth herein is reasonable and equitable in all respects and satisfactory to them. The parties agree to the following division of marital/non-marital assets as set forth herein.

1. BANK ACCOUNTS AND BROKERAGE ACCOUNTS: The parties previously equitably divided and apportioned their substantial investment and bank accounts, which collectively totaled approximately Eight Million (\$8,000,000) Dollars at the time of the division and apportionment. Each party agrees that they shall retain as their sole respective property all bank accounts, CDs, and investment accounts that each has in their respective names. Both parties waive and release all right, title, interest, or claim that each party has or may have to the other's accounts.

2. RETIREMENT ACCOUNTS: Both parties own their own respective IRA accounts in their respective names. Both parties waive and release all right, title, interest or claim that each has or may have to the other party's IRA accounts.

3. PERSONAL PROPERTY: The parties agree that they have already divided their personal property, including but not limited to furniture, antiques, artwork and jewelry, to their mutual satisfaction. Each party shall keep and retain all personal property, furniture, antiques, artwork, and jewelry, that is currently in their possession as their sole and exclusive property.

DB


4. NOTES RECEIVABLE:

A. The parties acknowledge that they have previously loaned Three Hundred Fifty Thousand (\$350,000) Dollars to Bud and Peggy Bright. The parties agree to share equally any funds received from the repayment of this loan.

B. The parties acknowledge that Drive Medical Design & Mfg. owes them Two Hundred Fifty Thousand (\$250,000) Dollars, from the purchase of a company the parties sold to Drive Medical Design & Mfg., which is being paid to them in quarterly payments of One Hundred Twenty Five Thousand (\$125,000) Dollars, plus six (6%) percent interest. The parties agree to share equally any funds received from the repayment of this loan.

C. To the extent that the payments (or any past payments) on the above Notes constitute taxable income to the parties, the parties acknowledge that they shall each be responsible for paying taxes on the sums that they each respectively receive from the above payments.

5. VEHICLES.

A. Diana shall retain sole ownership of her Mercedes and Mazda vehicles currently in her possession and she shall be solely responsible for all incidents of ownership in connection with these vehicles and shall hold Craig harmless therefrom.

B. Craig shall retain sole ownership of his two Ferraris and Range Rover currently in his possession and he shall be solely responsible for all incidents of ownership in connection with these vehicles and shall hold Diana harmless therefrom.

6. HUSBAND'S BUSINESS: Craig shall retain sole and complete ownership of his recently acquired outdoor living furniture business incorporated as "Bennie's, Inc.," doing

DB DR

business as Casual Living. Craig shall retain all assets and interest in his business, and he shall be responsible for all debts and liabilities associated with this business and shall hold Diana harmless therefrom and indemnify her thereto.

7. **REAL ESTATE**

A. **22 Ballybunion Way, Bluffton, SC.** Craig shall retain sole and exclusive ownership of the property located at 22 Ballybunion Way, Bluffton, South Carolina. Upon receiving proof that Diana is not on the loans (mortgage/LOC) for the home, Diana shall convey her entire interest in the property to Craig via a deed prepared by Craig's real estate attorney. Craig shall be the sole owner of said property, and he shall be solely responsible for all incidents of ownership in connection with this property including, but not limited to, the mortgage, maintenance, insurance, taxes, or other costs and shall hold Diana harmless therefrom.

B. **3 Everglade Place, Bluffton, SC.** Diana shall retain sole and exclusive ownership of the property located at 3 Everglade Place, Bluffton, South Carolina. Diana shall be the sole owner of said property, and she shall be solely responsible for all incidents of ownership in connection with this property including, but not limited to, the mortgage, maintenance, insurance, taxes, or other costs and shall hold Craig harmless therefrom.

C. **19 Sheraton Park Circle, Bluffton, SC.** Craig shall have the option to buyout Diana and retain sole and exclusive ownership of the property located at 19 Sheraton Park Circle, Bluffton, South Carolina, which is the commercial property in which his business is located. The property is currently titled in the name of BNC Holdings, LLC, and Diana agrees that the property shall be conveyed solely to Craig as his sole property upon his payment to her for her equity. Craig shall be the sole owner of said property, and he shall be solely responsible



for all incidents of ownership in connection with this property including, but not limited to, the mortgage, maintenance, insurance, taxes, or other costs and shall hold the Wife harmless therefrom. To buy Diana out of her interest in this property, Craig shall pay Diana the sum of \$75,000 within 30 days of the approval of this Agreement. Otherwise, the property shall remain titled to BNC Holdings, LLC, and shall be subject to the provisions of Section E below.

D. **71 Inverness Drive, Bluffton, SC.** The parties jointly own an unimproved lot located at 71 Inverness Drive, Bluffton, South Carolina. The parties agree to sell this lot and acknowledge that this home is presently listed for sale with Sea Pines Real Estate, at a current listing price of Four Hundred Sixty Thousand (\$460,000) Dollars. Until this property is sold, the parties shall remain equally responsible for all carrying costs associated with this property, including but not limited to any costs associated with this property such as taxes and/or any costs necessary to sell the lot. Upon the sale of the property, the parties shall equally share and divide the net sale proceeds. Each party would be allocated one half of the capital gain or loss on the sale of the property. Should there be any dispute in regard to the sale of the property (including but not limited to reductions in the listing price of the property; acceptance of a particular offer; repair issues; etc.) they shall arbitrate the dispute pursuant to the "BINDING ARBITRATION" provisions set forth herein.

E. **BNC Holdings, LLC.**

(1) The parties presently own a number of parcels of commercial real estate, under the corporate entity known as BNC Holdings, LLC. The parties are each 50% members/owners of BNC Holdings, LLC. Each property has its own distinct equity value, rental/income producing capability, tax basis, etc., and both parties acknowledge that they are

familiar with and knowledgeable about the financial condition of each property. Both parties acknowledge that it would not make financial sense to simply sell all of these properties at this time. The properties owned by BNC Holdings, LLC,¹ are:

- 11 Parmenter Road, Bluffton, South Carolina;
- 1476 Fording Island Road, Bluffton, South Carolina;
- 14 Greenwood Drive, Hilton Head Island, South Carolina;
- 9204 Speedway Boulevard, Hardeeville, South Carolina;
- 11 New Orleans Road, Hilton Head Island, South Carolina; and
- 23B Shelter Cove, Hilton Head Island, South Carolina.

(2) To maximize the financial worth of these properties, the parties agree that they shall continue to hold these properties and operate BNC Holdings, LLC, after their divorce. As long as they continue to operate BNC Holdings, LLC, the parties shall equally share in the income and debts arising from the properties held by BNC Holdings, LLC, and they agree to use a joint property manager to manage these properties. Both parties shall have complete and full access to all financial information, bank accounts, and corporate records. All profits/losses shall be shared equally, and each shall receive equal distributions when they are paid out. Each party shall receive their own K-1 arising from such distributions and each shall be responsible for their own taxes arising from such distributions. The parties may agree to sell such properties (either one property at a time or collectively) in the future. The parties may negotiate a buy-out of the other party (either one property at a time or collectively) in the future. Should the parties be unable to agree among themselves as to the buy-out or sale of one or more properties and/or

¹ BNC Holdings, LLC, also owns 19 Sheridan Park which property is subject to Craig's buyout option as set forth above.



should they have any dispute whatsoever in regard to the management of the company and business decisions concerning the company, they agree to immediately mediate the dispute with Patricia Wilson, CPA, (with Dixon Hughes Goodman) or any other person whom they mutually agree upon within 30 days. Each party shall pay one half of the cost of the mediator's fees. Should the mediation fail and/or not be accomplished within 30 days, then the parties shall immediately arbitrate the dispute pursuant to the "Binding Arbitration" clause set forth below due to the urgency that is often necessary in making business decisions.

F. **Binding Arbitration.** Arbitration of any disputed issues referenced herein above shall be arbitrated in an expedient and informal manner with finality. The parties shall use Patricia Wilson, CPA, as the arbitrator unless both parties agree to use someone else. Should Ms. Wilson be unavailable to timely arbitrate the matter and should the parties be unable to agree upon an alternative arbitrator, the parties agree that the Family Court for Beaufort County, South Carolina, shall have continuing jurisdiction to appoint an Arbitrator on a motion filed with only 10 days notice. Both parties agree that the Arbitrator shall have the right to conduct any informal proceeding that he/she deems reasonable and make a final binding decision on the disputed issue(s) after each party gets the opportunity to discuss their concerns and provide the Arbitrator with any additional information concerning the matter. The Arbitrator shall have the right to call and speak to any witnesses whom the parties may ask the Arbitrator to speak to in regard to the arbitration. The Arbitrator shall issue an Arbitration Order, and the parties agree and confer continuing jurisdiction upon the Family Court for Beaufort County, South Carolina, to have the Arbitration Decision confirmed, filed and judgment entered upon the award for enforcement purposes. Upon the filing of the Arbitration Order with the Family Court,

the parties agree that it shall have the effect of a final binding Order that is enforceable under the contempt powers of the Court as any Order of the Court. The parties agree to submit themselves to the jurisdiction of the Court for enforcement of any Arbitration Order, and the parties waive their right to appeal and shall be estopped from appealing any Arbitration Order as any dispute regarding the sale of the marital home needs to be handled expeditiously and with finality. The parties shall equally pay the costs of the Arbitrator for arbitrating any matter in advance, but the Arbitrator shall retain the power and authority to reallocate the costs (all or a portion) to either party. The Arbitrator shall have the authority to award attorney's fees. The parties stipulate that this arbitration clause does not relate to interstate commerce and that the Federal Arbitration Act shall not apply to this matter. The parties further stipulate, pursuant to S.C. Code § 15-48-30 & 50, that the more formal procedures of arbitration as set forth in the South Carolina Uniform Arbitration Act shall not apply to this matter, but that the informal procedures set forth herein shall control the arbitration procedure. The parties further acknowledge and understand that this Agreement, once approved by the Court, shall become an Order to Arbitrate pursuant to the terms set forth herein.

ARTICLE 3

RESPONSIBILITY FOR DEBTS

A. Except as specifically provided otherwise in this agreement, each of the parties shall be responsible for and pay all debts, obligations, and liabilities incurred by him or her and shall indemnify the other party against liability therefore. All accounts of a joint and several nature (other than those related to BNC Holdings, LLC) shall be immediately closed so as to not impair the credit of the other if not already done so. The parties shall make no further

charges to the account of or against the other, and acknowledge that there are no further debts to apportion between them.

B. Except as otherwise expressly set forth herein, Craig represents and agrees that he has not heretofore, nor will he hereafter, incur or contract any debt, charge, obligation, or liability whatsoever for which Diana is or may become liable. Craig agrees to indemnify and hold Diana harmless of all loss, expenses (including reasonable attorney's fees), and damages in connection with or arising out of a breach by him of his representation and agreement as set forth in this paragraph.

C. Except as otherwise expressly set forth herein, Diana represents and agrees that she has not heretofore, nor will she hereafter, incur or contract any debt, charge, obligation, or liability whatsoever for which Craig is or may become liable. Diana agrees to indemnify and hold Craig harmless of all loss, expenses (including reasonable attorney's fees), and damages in connection with or arising out of a breach by her of her representation and agreement as set forth in this paragraph.

D. In the event a debt or liability is discovered after the date of this Agreement and is not addressed specifically by this Agreement, the party who incurred the debt or liability shall be solely obligated to pay same.

E. **TAXES.**

(1) **Mutual Indemnification.** Each party agrees to pay and indemnify the other for all unpaid taxes of any kind, penalties, deficiency assessments, and interest, resulting from either party's respective individual income, gains, losses, transfers or any other taxable event created by that party from the date of the marriage through the tax year 2014. These taxes

include but are not limited to federal and state income taxes, capital gains, gift taxes, and any other tax (including any interest, penalties or other liabilities arising therefrom). This indemnification further applies to any such taxes/debts, penalties, interest, and/or associated liabilities arising from either party's failure to file accurate returns or the filing of erroneous returns. Each party agrees to indemnify and hold the other harmless from any cost to that party resulting from any of the aforementioned income tax returns and agrees, in the event he/she fails to hold other harmless, to pay the other's attorney's fees, accountant's fees, expert's fees, costs, as well as any taxes, interest, and penalties.

(2) Representations as to Preparation and Payment of Joint Tax Returns.

Both parties represent and warrant to the other that to the best of their respective knowledge, belief and information, the parties' prior tax returns have been properly prepared; that all taxes shown as due on all prior returns have been paid; that no interest or penalties are due; that there is no tax deficiency proceeding pending or threatened against him/her; and that no audit is pending with respect to any tax return.

(3) 2015 Tax Returns. The parties acknowledge that they will file their 2015 tax year returns jointly. The parties agree to cooperate with providing information necessary for the completion of these returns and they shall share equally the costs for the preparation of the returns. Craig shall be responsible for paying for any taxes associated with income from Bennie's Inc., and/or he shall be entitled to receive any benefit from any losses arising from this company. With that exception (which will be computed by Dixon Hughes Goodman), the parties shall equally share in the payment of any tax liabilities for 2015 and/or equally divide any refund for 2015 after computation of any allocation of taxes/refunds arising from Craig's business.

ARTICLE 4

CUSTODY

1. **JOINT LEGAL CUSTODY.** Diana (Mother) and Craig (Father) shall have joint legal and physical custody of their children, with Diana having primary legal and physical custody. Diana shall have the right to make all major decisions for the children after reasonable advance consultation with Craig and taking into consideration Craig's input on such matters affecting the children.

2. **PARENTING PLAN.** The children shall primarily reside with their Mother; however, the Father shall have the children as set forth in the parenting plan herein at the following times:
 - A. **Regular Schedule.** Craig shall have the minor children from every other Friday after school (or 3:00 p.m. if no school that day) until Sunday at 6:00 p.m. In addition, Craig shall have the children every Wednesday from after school (3:00 p.m. if no school that day) until Thursday morning when he shall return them to school (9 a.m. if no school on Thursday). Except in an emergency situation, Craig shall give Diana at least three (3) days' advance notice of his intent not to exercise, in whole or in part, weekend or Wednesday visitation. The parties agree, further, that Craig shall have such other and further time with the minor children as agreed upon by the parties.

B. Holidays and Summer.

(1) Thanksgiving. The parties shall alternate the Thanksgiving Holiday, with the Mother having the children with her every Thanksgiving in the odd-numbered years and the Father having the children with him in the even-numbered years. The Thanksgiving holiday shall commence when school dismisses immediately prior to Thanksgiving until school resumes following Thanksgiving.

(2) Christmas. Christmas shall be apportioned into two time periods, with the first period running from when school lets out for the holiday until December 27th at 6:00 p.m., and the second period being from December 27th at 6:00 p.m. until when school resumes after New Years. In even-numbered years, the Mother shall have the children with her during the first period and the Father shall have the children during the second period. In odd-numbered years, the Father shall have the first period and the Mother shall have the second period.

(3) Spring Break. The Mother shall have the children during their spring vacation in even-numbered years, and the Father shall have the children during their spring vacation in odd-numbered years. This vacation shall include Easter if it adjoins the spring break holiday. Spring break shall run from when school lets out for the holiday until it resumes after the holiday.

(4) Mother's Day/Father's Day. Each parent will have the children on their respective holiday from 9:00 a.m. until the following morning at 9:00 a.m.

(5) Summer Vacation. During the summer, the parents shall continue with their regular schedule. However, both parents shall have the right to have the children for up to

three (3) consecutive or non-consecutive weeks for summer vacation, with the regular schedule stayed during those six weeks. A week shall run from Friday at 5:00 p.m until Friday at 5:00 p.m., and all single weeks shall include a parent's regularly-scheduled weekend. In the even-numbered years, the Father shall be the first to select his three weeks of summer vacation and he shall inform the Mother in writing by April 1st of his selection. The Mother shall then select her three weeks in writing by April 15th. Conversely, the Mother shall be the first to select her three weeks in writing by April 1st in odd-numbered years, and the Father shall then inform the Mother of which three weeks he selects by April 15th. Failure to make such selections by the deadlines shall not be a waiver of such time. However, failure to make such selections shall then allow the other parent to have priority in selecting their weeks for the upcoming summer.

(6) **Changes or Modifications to the Schedule:** Both parents may mutually agree to change or modify the schedule set forth herein from time to time. However, any change or modification shall not be deemed permanent nor set any precedent for the future, and the above schedule shall remain in full force and effect in the event of any subsequent disagreement.

C. **Special Restrictions.** Craig shall be permanently restrained from consuming or being under the influence of any alcohol when he has the children for visitation. For a period of 18 months after approval of this Agreement, Diana shall have the right to request that Craig take an Etg alcohol test immediately after spending time with the children. Craig shall take the test within 24 hours of such request. Should the test be positive for alcohol use or should Craig fail to timely test, then future visitation shall be supervised by his Mother, the Nanny or other agreed upon individual until Craig has resumed sobriety and passed 3 sets of CDT and Etg alcohol tests over a two month time period with at least two weeks between each

CDT test. These tests must be taken at a LabCorp or Quest facility or another similar legitimate testing facility. Craig will sign a release for each test such that the test results can be provided directly to Diana, and shall also notify Diana by text immediately upon taking the test of the testing facility name and location. Diana shall not use her right to request testing in an abusive or harassing manner. Craig shall pay for the tests, but Diana shall reimburse Craig for any negative tests. Diana's right to mandate testing shall terminate after a period of 18 months after approval of this Agreement unless Craig tests positive. If Craig tests positive, then the 18 month period and the terms as set forth above shall start anew (each time Craig tests positive).

D. PARENTAL RESPONSIBILITIES. Each parent will make decisions as to the child(ren)'s day-to-day activities while they are in his or her care.

E. EDUCATIONAL AND HEALTH CARE RECORDS. Both parties agree that all school, medical, dental, psychological, counseling and/or other educational and health care records of the child(ren) will be available to both of them. Both parents have the right to obtain copies of such records from the school, teachers, and/or medical providers. Both parents agree that the other parent shall be listed as the first emergency contact for school or for any other reason should either of them be unavailable. Both parents understand that they may ask the school/teacher to provide them with an extra copy of the child(ren)'s report cards and grades. Both parents agree to exchange any user name and password information to access the child(ren)'s grades online for the school district "parent portal" or similar website.

F. COMMUNICATION REGARDING HEALTH CARE. Each parent will permit and encourage communication by the other parent with teachers, doctors, therapists, church officials, counselors and others regarding the child's health, education and welfare.

G. HEALTH CARE NOTICE AND EMERGENCIES. Each parent agrees to provide advance notification to the other parent about proposed and forthcoming medical care and appointments. If the children are in need of immediate or emergency care, the parent with whom the children are with shall immediately obtain any and all necessary and/or emergency medical or dental care and shall immediately call (on both the cell, home and business phone numbers if during work hours) and inform the other of any emergencies.

H. TELEPHONE ACCESS. Both parents shall have reasonable (not more than one per day) telephone and/or texting access to the children while they are in the physical custody of the other parent. The children shall also have reasonable telephone access to both parents at all reasonable times. The parents understand that young children do not want to speak on the phone for long periods of time. During longer visitation time periods such as in the summer, the parents shall coordinate times for Facetime calls between the parent and the children (such as when Diana has the children in Spain).

I. PARENT'S ADDRESSES, TELEPHONE NUMBERS & E-MAIL ADDRESSES. At all times hereafter, each parent shall keep the other informed of his or her respective: (a) e-mail address; (b) business, home, and cell telephone numbers; (c) residential street and mailing address; and (d) business address.

J. COMMUNICATION. E-mail and/or texting shall be the preferred method of communication. Both parents will make themselves available for direct communication with the other for the purpose of discussion pertaining to their child(ren); however, neither party will harass or burden the other with excessive, repetitive or abusive telephone calls or any other such non-productive communication. Each parent shall refrain from

delegating to third persons their responsibility for communicating with the other parent, except in bona fide emergencies.

K. TRIPS. If either parent takes the child(ren) on an overnight trip somewhere, then that parent will provide the other parent in advance with notice of where they are going and staying and a phone number where the child(ren) can be reached.

L. STANDARD RESTRAINTS.

(1) Until married, each party shall be restrained from exposing the minor children to any paramour or individual with whom he/she is romantically involved on an overnight basis.

(2) Each party shall be restrained from denigrating, disparaging, or criticizing the other parent in the presence of the children or within earshot of the children; embroiling the children in the parties' differences; from communicating with the other through the children; from alienating or attempting to alienate the children's affections from the other parent; and from allowing other persons from doing any of these acts in the presence of or within earshot of the children.

(3) Each party shall be restrained from abusing alcohol or prescription drugs, and/or using illegal drugs, when that parent has the minor children. In addition, the Father is restrained from consuming or being under the influence of alcohol when he has the children.

(4) Both parents shall encourage the children to love, respect and honor the other parent. Each parent shall see to it that the designations of "Father" and "Mother" or their equivalents shall be used by the children only to refer to the parties hereto and to no other

persons. Neither parent shall allow any third party to use such designations when referring to the relationship between the children and any third party.

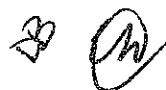
M. **PASSPORTS.** Both parents shall timely cooperate as necessary to ensure that the minor children can obtain and renew passports. Neither party shall withhold the passports from the other party without a court order permitting the withholding. The children's passports, when not in use, shall be kept by Diana.

ARTICLE 5

SUPPORT FOR THE CHILDREN

1. Commencing March 1, 2016, Craig shall pay directly to Diana the sum of Three Thousand (\$3,000) Dollars per month, as and for Craig's child support obligation to Diana. The parties acknowledge that their combined income is greater than as provided pursuant to the South Carolina Child Support Guidelines statute and, further, that this amount of child support may be greater, and therefore a deviance from, a strict "Guidelines" calculation. Subject to further agreement of the parties or Order of a court of competent jurisdiction, this amount will decrease by one-third upon the emancipation of each child, as defined by and pursuant to South Carolina statute. The parties shall cooperate in exchanging/signing the necessary forms so that such child support payments may be made via direct deposit on the first of each month, and/or the Father may make such payment in annual lump sum payments or semi-annual lump sum payments. The Mother shall be responsible for the payment of private tuition for any private schools.

2. The parties agree that Diana shall continue to provide medical insurance coverage for the benefit of the children until the children are emancipated. Diana shall timely provide Craig with copies of the applicable insurance card(s) for the children.




3. The parties agree that they shall be equally responsible for the payment of any reasonable and necessary uncovered or uninsured medical, dental, orthodontic, therapy, counseling, prescription, and other health-related expenses incurred for or on behalf of the minor children. However, each parent shall pay, without contribution from the other parent, the cost of over-the-counter (non-prescription) medicines and supplies. Request for reimbursement with corroborating documentation shall be made within sixty (60) days of the expense being incurred, and reimbursement shall be made within sixty (60) days of request.

4. The parties agree that, commencing with the first calendar year that they do not file joint tax returns, Craig shall be entitled to take the middle child and Diana shall be entitled to take the oldest child as exemptions on his/her income tax returns, both federal and state. The parties shall alternate claiming the youngest child yearly, with Diana claiming him in the first year that the parties do not file joint tax returns. The parties agree that they shall each sign such forms as may be required to effectuate the intent of this paragraph.

ARTICLE 6

PERMANENT WAIVER OF SPOUSAL SUPPORT/ALIMONY

Each party forever waives and releases the other party from any and all claims to any past, present, or future alimony or spousal support from the other party. This provision is non-modifiable and permanent. Additionally, both parties shall be solely responsible for obtaining their own health insurance and paying for their own respective unreimbursed medical expenses.

DB 

ARTICLE 7

MUTUAL WAIVER OF ESTATES AND CLAIMS

1. Except as may otherwise be expressly provided in this Agreement, the parties do hereby agree to and do hereby waive, release, renounce, relinquish, and quitclaim all claims and rights which either of them ever had, now has, or may hereafter have, to share in any capacity or to any extent whatsoever, in the property or in the estate of the other upon his or her death, whether by way of statutory allowance, dower, curtesy, or distribution of intestacy, right of election against the will of the other, or otherwise under the present or future laws of any jurisdiction, except either party may inherit from the other party under a will or codicil executed after the date of this Agreement. Each of the parties does hereby waive, release, renounce, relinquish, and quitclaim all community property or dower or curtesy right, title, and interest which either of them now has or may hereafter have in all real or personal property of the other wheresoever situated and all interest now or hereafter belonging to or possessed by either therein. The parties expressly intend to release any right of election pursuant to the laws of the State of South Carolina. Unless specifically designated after the date of this Agreement as executor in the will of the other, each of the parties waives any claim or right which the survivor of them ever had, now has, or may hereafter have, to act as executor or administrator of the decedent's estate. It is the intention of the parties by this paragraph of this Agreement to, and they do mutually release, waive, and renounce any and all rights which either of them may have in the property of each other, either during their lifetime or on the death of either of them as if they had never been married to each other, except as herein specifically provided or pursuant to a will or codicil executed after the date of this Agreement.

2. Each party will, at the request of the other or his or her legal representatives, executors, administrators, and assigns, execute, acknowledge, and deliver any and all deeds, releases, waivers, or any other instruments necessary to bar, release, or extinguish all such rights, interests, and claims.

3. Except as herein expressly reserved to the parties, each party has remised, released and forever discharged and by these presents does for himself or herself and his or her heirs, legal representatives, executors, administrators, and assigns, remise, release, and forever discharge the other of and from all cause or causes of action, claims, rights, or demands whatsoever in law or in equity, which either of the parties hereto ever had or now has against the other, except any and all equitable or other division of their properties or any cash payment in lieu thereof under the terms of this Agreement.

ARTICLE 8

RECONCILIATION AND MATRIMONIAL DECREES

1. This Agreement shall not be invalidated or otherwise affected by a temporary reconciliation between the parties hereto or a resumption of marital relations between them unless said reconciliation or said resumption be accompanied by a written statement signed by the parties with respect to said reconciliation and resumption and, in addition, setting forth that they are canceling this Agreement.

2. In any action for divorce instituted by either party against the other in the State of South Carolina, or in any other jurisdiction, it is agreed that:

- (a) Neither party shall cause to be inserted, or request that there be inserted, in the final judgment or decree of divorce, any provision inconsistent with any of the provisions of this Agreement;
- (b) The terms and provisions of this Agreement shall be incorporated in and become a part of any such final judgment or decree in such divorce action; and
- (c) This Agreement shall not be extinguished by merger as the result of incorporation in any judgment or otherwise but shall in all events survive such judgment or decree and be binding upon the parties.

ARTICLE 9

MUTUAL RELEASES

A. The parties do hereby waive, release and forever acquit, and do hereby discharge each other, their administrators, successors, heirs, and assigns of and from any and all suits, actions, causes of action, claims, demands, damages (known, unknown, foreseen and unforeseen), costs, expenses, compensation, and all consequential damages, including, but not limited to, those resulting from or arising out of the relationship between Husband and Wife, their marriage, separation or divorce, any tort, and/or any other legal or equitable claim (except those arising from a breach of this Agreement) from the beginning of the world to the date of this Agreement.

B. The parties hereby declare and represent that in making this release and agreement, each relies wholly upon his or her own judgment, belief, and knowledge of the nature, extent and effect of said acts, and that each has not been influenced to any extent



whatsoever in the making of this release by any representations or statements regarding the entire matter or by persons, firms, agents, attorneys, or corporations representing them.

C. Each party has read the foregoing Release and the Agreement and each has had the same explained to them by their counsel. Each knows the contents thereof and signs the same as their own free act fully realizing that execution of this instrument will bar any further claim by each against the other.

D. The parties stipulate and agree that each party has complied with all provisions of the temporary orders issued by the Family Court and/or that they each release the other from any and all claims he or she may have pursuant to any temporary order.

E. The parties also release the other party's attorneys, accountants, experts, private investigators and any and all other persons advising, employed by and/or representing the other party in this litigation of and from any and all claims, actions or causes of action, debts, or suits of any kind or description from the beginning of the world to the date of this Agreement.

F. The parties agree that they shall not harass, assault, threaten, or attempt to intimidate the other party. This standard restraint is civil in nature, and does not arise from any past conduct. This section and/or any other section in this Agreement shall not be interpreted to invoke any federal or state statute relating to firearms, and is not a restraining order issued under any domestic abuse or violence, stalking or harassment statute.

ARTICLE 10

ATTORNEYS' FEES, EXPERT'S FEES AND COSTS

A. The Wife shall pay her own attorney's fees, accountant's fees, expert's fees, appraisals, and any and all other costs and disbursements incurred by her in this matrimonial dispute or litigation from its inception through the date of this Agreement and the date of any divorce decree that may be granted. The Wife hereby releases all rights and claims that she may have against the Husband, if any, for such fees incurred by her in connection with this litigation.

B. The Husband shall pay his own attorney's fees, accountant's fees, expert's fees, appraisals, and any and all other costs and disbursements incurred by him in this matrimonial dispute or litigation from its inception through the date of this Agreement and the date of any divorce decree that may be granted. The Husband hereby releases all rights and claims that he may have against the Wife, if any, for such fees incurred by him connection with this litigation.

C. These waivers and releases do not constitute a waiver or release as to, nor do they in any way bar either party from, a claim for attorney's fees, suit money or costs from the other party in any subsequent Rule to Show Cause or other actions brought after the signing of this Agreement due to a breach of this Agreement and/or any modification or interpretation hereof or to enforce the provisions hereof.

DB 

ARTICLE 11

DISCLOSURE AND UNDERSTANDING OF THE PARTIES

A. Each of the parties expressly certifies that each of them has entered into this Agreement upon consideration and upon the advice of separate counsel, accountants and/or financial advisors (if applicable); that consent to the execution of this Agreement has not been obtained by duress, fraud or the undue influence of any person; that the parties believe that full financial disclosure has been made by the other party, based upon their personal knowledge of financial matters during the marriage, through reviewing past tax returns, the other party's financial declaration and/or other relevant financial documents; that the parties understand that they have the right to conduct as much discovery of financial matters as they wish to during the pendency of the case, but that they do not believe that any further discovery in this case would show any material financial disclosures not already known to the parties; and that this Agreement is fair and reasonable in all respects. The parties acknowledge that they are waiving their right to conduct any further discovery in this case, including the right to subpoena documents, bank records, take depositions, hire forensic accountants, etc.

B. The parties acknowledge that they are entering into this Agreement freely and voluntarily; they have ascertained and weighed all the facts and circumstances likely to influence their judgment concerning this Agreement; each of them understands and has given consideration to all provisions of this Agreement; and no relief will be sought by either party which is inconsistent with the terms of this Agreement; this Agreement contains the entire understanding of the parties; and that there are no representations, warranties, promises, covenants or undertakings other than those expressly set forth herein.

ARTICLE 12

FAIRNESS OF AGREEMENT

Each party acknowledges that this Agreement is fair and reasonable and in the best interest of the minor child(ren) and themselves taking into consideration all of the circumstances of their case. Each has adequate knowledge of the other's financial situation, including income, expenses, debts and assets as they have exchanged sworn Financial Declarations. Each party enters into this Agreement freely and voluntarily. This Agreement is not the result of any duress or undue influence and this document is executed after deliberation, consideration and consultation with the parties' respective attorneys. Each party acknowledges his or her satisfaction with all legal assistance provided herein and neither has looked to the attorneys for tax advice, but has received separate tax advice from independent sources as desired.

ARTICLE 13

GOVERNING LAW

Both parties expressly agree that the law of the State of South Carolina shall be the governing law with respect to any disputes arising from this Agreement and that the Family Court for the Fourteenth Judicial Circuit for the State of South Carolina shall retain jurisdiction for the resolution of and/or adjudication of any disagreement, dispute or action related to this Agreement which may arise between the parties on account of this Agreement or other Order entered by agreement of the parties.

ARTICLE 14

APPROVAL AND
ENFORCEMENT OF AGREEMENT

- A. This Agreement shall be submitted to the Family Court for the purpose of having the Court review and approve the terms and conditions of this Agreement and for the issuance of an Order approving the terms and conditions hereof and making the Agreement an Order of the Court.
- B. Each party solemnly agrees to seek and support the Court's approval of this Agreement and to do nothing in derogation thereof or in any way attempt to discourage such approval by the Court. Once this Agreement is signed by both parties, the parties forever waive any objection that they might have to the introduction of this Agreement into evidence with the Family Court to seek approval of the Agreement.
- C. Once approved and rendered the Order of the Court, the Family Court of the Fourteenth Judicial Circuit of the State of South Carolina shall have continuing jurisdiction to enforce the terms and conditions of this Agreement, along with any Order issued with respect thereto, and both the Husband and Wife shall be subject to the jurisdiction and contempt powers of the Family Court of the Fourteenth Judicial Circuit of the State of South Carolina with respect to any breach or violation of this Agreement or the Order of the Court. Both parties submit themselves to the jurisdiction of the Family Court of the Fourteenth Judicial Circuit of the State of South Carolina for the resolution of any disputes which arise between them on account of this Agreement.
- D. The Husband and Wife hereby acknowledge and agree that this is a full and complete Agreement with respect to all matters raised and with respect to all those which

could have been raised in the controversy between them. The parties acknowledge that as a matter of law of South Carolina, the equitable apportionment of marital property and debts as well as a waiver of alimony can never be modified by the Court in the future and that this Agreement is final in that regard. The parties further understand that child support, custody and visitation, are potentially modifiable based upon a material change of circumstances in the future under South Carolina law. The parties further acknowledge and agree that the Family Court will have continuing jurisdiction to issue, modify and/or interpret any necessary Qualified Domestic Relations Orders (or any similar Supplemental Order) that is necessary to divide or apportion any retirement plan as set forth above in the equitable apportionment section of this agreement (if applicable).

ARTICLE 15

GENERAL PROVISIONS

The parties represent and further agree to the following:

A. Each party acknowledges that he or she has entered into and executed this Agreement after conferring with their respective independent attorneys and other professionals, and that each of them executes this Agreement freely and voluntarily, intending to be bound forever by it and intending that it shall be enforceable by the other party by proceedings in the Family Court of the State of South Carolina.

B. This Agreement expresses the entire Agreement between the parties and supersedes any prior understandings or agreements between them, and there are no other representations or warranties other than those specifically set forth in this written Agreement.



C. Each party may apply to the Family Court of the State of South Carolina for an Order directing specific performance of any act or duty imposed upon the other under the terms of this Agreement, and for appropriate relief to enforce the terms and conditions hereof.

D. No waiver or any breach by either party of the terms and conditions of this Agreement shall be binding upon either of the parties unless reduced to writing and subscribed to by both of the parties.

E. The Husband and Wife expressly agree that each of them shall make, sign, execute, transfer and/or deliver any and all documents, deeds, papers, bills of sale, titles, things, property and/or take any other reasonable and necessary action as may be required for the purpose of consummating this Agreement, effectuating the transfers of property required by this Agreement, and/or completing the terms and intent of this Agreement. Except where a specific period or time of performance is expressly set forth in this Agreement, all acts required to be taken under this Agreement shall be performed within thirty (30) days.

F. This Agreement was duly executed and delivered in Charleston County, South Carolina, and its terms and conditions shall be governed by and interpreted under the laws of the State of South Carolina whenever and in whatever judicial forum adjudication of such interpretation or dispute may arise.

IN WITNESS WHEREOF, the parties have hereunto set their respective hands and seals this 11th day of February, 2016.


WITNESSES:



James D. Funder



Amy Eschbacher



DIANA BRIGHT

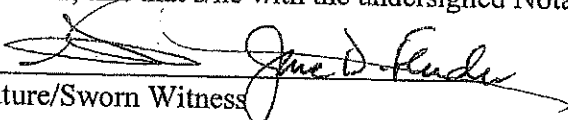


CRAIG JEREMY BRIGHT

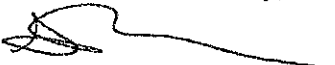
STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

**PROBATE as to
DIANA BRIGHT**

PERSONALLY appeared before me the undersigned sworn witness and made oath that s/he saw **DIANA BRIGHT** sign, seal, and as her act and deed, deliver the within written Agreement, and that s/he with the undersigned Notary Public, witnessed the execution thereof.


Signature/Sworn Witness

SUBSCRIBED AND SWORN to before me this 11th day of February, 2016.



NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission Expires: Mar 28, 2017

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

**PROBATE as to
CRAIG JEREMY BRIGHT**

PERSONALLY appeared before me the undersigned sworn witness and made oath that s/he saw **CRAIG JEREMY BRIGHT** sign, seal, and as his act and deed, deliver the within written Agreement, and that s/he with the undersigned Notary Public, witnessed the execution thereof.

Amy Eschenbrenner
Signature/ Sworn Witness

SUBSCRIBED AND SWORN to before
me this 11 day of February, 2016

MBQ
NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission Expires: 8-26-24

Joe D. Funder
Mediator

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM BEAUFORT COUNTY
Court of Common Pleas
The Honorable Jocelyn Newman, Circuit Court Judge

Case No. 2025-002577

Diana Janura f/k/a Diana Bright.....Appellant,

v.

Craig Bright,.....Respondent.

Exhibit C

MEMORANDUM OF LAW REGARDING APPEALABILITY OF ORDERS

Warrant of Attachment

Exhibit "A"

- a. ALL that certain piece, parcel or lot of land, situate, lying and being on Hilton Head Island, County of Beaufort, State of South Carolina, shown and described as Lot B22, 1.50 acres, Spanish Wells Plantation, Hilton Head Island, on a plat recorded in the Beaufort County Records in Plat Book 67 at Page 42. For a more detailed description as to courses and distances, metes and bounds of the above-described lot, reference is had to the above-mentioned plat of record.

AND ALSO

All that certain piece, parcel or lot of land situate, lying and being on Hilton Head Island, Beaufort County, South Carolina, shown and designated as the 0.19 acre parcel on that certain plat entitled "A Boundary Survey of Lots B20, B21, and B22, Widewater Road, A Section of Spanish Wells Plantation, Hilton Head Island, Beaufort County, South Carolina" prepared by Costal Surveying Co., Inc., Antoine Vinel, SCRLS #9064, dated April 16, 1998 and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Plat Book 67 at Page 42. Said land measures ten (10.00') feet on its northern side, five hundred forty-eight and thirty-hundredths (548.30') feet on its eastern side, sixteen and eight-hundredths (16.08') feet on its southern side, and five hundred fifty-five and forty-hundredths (555.40') feet on its western side. For a more detailed description as to courses and distances, metes and bounds of the above-described land, reference is had to the above-mentioned plat of record.

The above properties can also be shown by reference to that certain plat recorded in Plat Book 12 at Page 60.

Property Address: 24 Widewater Road, Hilton Head Island, South Carolina 29926

- b. Any and all right, title, and interest of Craig Bright in and to the following, whether now owned or existing or owned, acquired or arising hereafter (collectively, the "Personal Property, Business Assets");
- i. Investment account with Charles Schwab, account ending in -3481;
 - ii. CrisCraft boat, located at 24 Widewater Road, Hilton Head Island, South Carolina 29926;
 - iii. All motor vehicles, including but not limited to a Bentley and a Ferrari, located at 24 Widewater Road, Hilton Head Island, South Carolina 29926;
 - iv. All Equipment, Fixtures, Furniture, General Intangibles, Inventory, and, to the extent not otherwise included, all Proceeds and products of any and all of the foregoing, located at 19 Sheridan Park Circle, Bluffton, SC 29910, at

that business operation known as Casual Living, Fireside and Grillin', owned and operated by Bennies, Inc., a South Carolina corporation owned by Craig Bright, pursuant to S.C. Code Ann. § 15-19-220; and

- v. Craig Bright's fifty-percent (50%) ownership interest in BNC Holdings, LLC, a South Carolina limited liability company, pursuant to S.C. Code Ann. § 15-19-220.



Beaufort Common Pleas

Case Caption: Diana Janura f/k/a Diana Bright VS Craig Bright

Case Number: 2020CP0701753

Type: Order/Other

So Ordered

Jocelyn Newman

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM BEAUFORT COUNTY
Court of Common Pleas
The Honorable Jocelyn Newman, Circuit Court Judge

Case No. 2025-002577

Diana Janura f/k/a Diana Bright.....Appellant,

v.

Craig Bright,.....Respondent.

Exhibit D

MEMORANDUM OF LAW REGARDING APPEALABILITY OF ORDERS

**Email from Craig Bright to John Boretti, dated
Nov. 28, 2023**

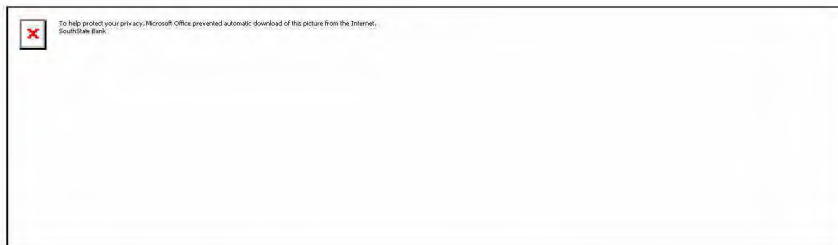
From: Craig Bright <cbright696@gmail.com>
Sent: Tuesday, November 28, 2023 7:07 AM
To: John Boretti
Subject: Fwd: SouthState Transfer Processing Failure

I am getting multiple of these. Please see if they can assist in getting rid of. I will probably pay down another 50k bit don't to out rest into another loan where fixed over three years or a simple line of credit. Just got a 96k bill for my litigation fees last month as still trying to get my kids back and get time for the five million dollar suit. If I file bankruptcy to protect my personal assets what would happen. I'm thinking of paying off all my Bright holdings loans and taking equity out as I don't believe they can touch assets in my LLC like Bennie's so will pay that off with personal cash to park money in another LLC which means I would want to borrow more against Bennie's. As much as the bank will allow me to borrow more and pay it off to get money out of my name. Same with the raw land. I will contact a bankruptcy attorney but need to move money out of my personal name by spring. Thanks! Diana is going for the repair and haven't seen her or the kids on three years and when I showed up at one soccer game she through me in jail for 20 days for contempt of court. She didn't put on her. Last statement that she even bought land in Bluffton to develop so getting that info all together. Thanks.

Sent from my iPhone

Begin forwarded message:

From: OnlineNotifications@southstatebank.com
Date: November 28, 2023 at 1:37:42 PM GMT+2
To: cbright696@gmail.com
Subject: SouthState Transfer Processing Failure



A SouthState transfer has failed during processing on 11/28/2023 6:37 AM.

If you have any questions, please call us at (800) 277-2175. Thank you for banking with us.

Email Disclaimer - All e-mail sent to or from this sender is subject to archival, monitoring and/or review, by and/or disclosure to, someone other than the recipient. This message is intended only for the use of the person(s) (intended recipient) to whom it is addressed. It may contain information that is privileged and confidential. If you are not the intended recipient, please contact the sender as soon as possible and delete the message without reading it or making a copy. Any dissemination, distribution, copying, or other use of this message or any of its content by any person other than the intended recipient is strictly prohibited.

This email has been automatically generated by request. This electronic transmission is confidential and is intended for designated recipients only. If you have received this message in error, please delete the original and all copies and notify the sender immediately. To ensure that you continue receiving our emails, please add us to your address book or safe list.

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM BEAUFORT COUNTY
Court of Common Pleas
The Honorable Jocelyn Newman, Circuit Court Judge

Case No. 2025-002577

Diana Janura f/k/a Diana Bright.....Appellant,

v.

Craig Bright,.....Respondent.

Exhibit E

MEMORANDUM OF LAW REGARDING APPEALABILITY OF ORDERS

**Order addressing the amendment of the Warrant
("Amended Order")**

STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

Diana Janura f/k/a Diana Bright,

Plaintiff,

v.

Craig Bright,

Defendant.

IN THE COURT OF COMMON PLEAS

Civil Action No.: 2020-CP-07-01753

AMENDED ORDER

This matter came before the Court for hearing on October 9, 2024, upon (1) Plaintiff's Verified Second Motion for Contempt and/or Motion for Rule to Show Cause (Violation of Warrant of Attachment by Defendant Craig Bright) filed on September 25, 2024; and (2) Defendant's Motion and Memorandum in Support to Vacate and Discharge the *Ex Parte* Warrant of Attachment (Real Property, Personal Property, and Business Assets Owned by Craig Bright) filed on November 29, 2023. Present at the hearing were Justin P. Novak, Esquire, and M. Dawes Cooke, Esquire, as counsel for Defendant Craig Bright, and Thornwell F. Sowell, III, Esquire, and Caroline D. Gimenez-Kaushik, Esquire, as counsel for Plaintiff Diana Janura. After careful consideration of the parties' arguments and submissions, this Court hereby revises and amends the Warrant of Attachment filed on November 29, 2023, as follows:

1. The Five Hundred Thousand and 00/100 Dollars (\$500,000.00) that Defendant Craig Bright has placed in escrow for this litigation shall remain in escrow pursuant to the existing escrow agreement unless otherwise ordered by the Court.
2. The funds contained within all of Defendant Craig Bright's investment brokerage account(s) with Charles Schwab shall remain within Defendant Craig Bright's investment brokerage account(s) held at Charles Schwab except that Defendant Craig Bright may purchase, sell, trade, exchange, transfer, convey, and/or otherwise dispose of the securities, cash, bonds, and other types of investment instruments held in the account(s) as long as the proceeds (including any securities, cash, bonds, or other types of investment instruments purchased or exchanged for) or losses of any such

transaction remain within Defendant Craig Bright's investment brokerage account(s) with Charles Schwab. Defendant Craig Bright may also use the securities, cash, bonds, and other types of investment instruments held in the individual investment brokerage account(s) with Charles Schwab to lessen the amount of the pledged asset line of credit owed by Defendant Craig Bright to Charles Schwab. This provision shall remain in effect until further Order of this Court or the conclusion of this litigation.

3. The Warrant of Attachment is expressly modified as follows:
 - a. With respect to the real and personal property located at 24 Widewater Road, Hilton Head Island, South Carolina 29926, identified and described as Lot B22, 1.50 acres, Spanish Wells Plantation, Hilton Head Island, on a plat recorded in the Beaufort County Records in Plat Book 67 at Page 42, and the 0.19 acre parcel on that certain plat entitled "A Boundary Survey of Lots B20, B21, and B22, Widewater Road, A Section of Spanish Wells Plantation, Hilton Head Island, Beaufort County, South Carolina" dated April 16, 1998, and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Plat Book 67 at Page 42, and known as Tax Map No. R510-010-000-0093-0000, as described in Attachment "A" to the Warrant of Attachment (the "House"), Defendant shall be permitted to sell the House subject to the following conditions: (1) the transaction must be supervised and the closing conducted by Barnwell Whaley Patterson & Helms, LLC, including the distribution of all proceeds; and (2) all proceeds of the sale shall be used first to pay off any mortgage(s) or lien(s) on the House. The balance of all proceeds shall be deposited in an escrow or trust account with Barnwell Whaley Patterson & Helms, LLC. Defendant Craig Bright shall provide a copy of all closing documents to Plaintiff within ten (10) days of closing;
 - b. With respect to Defendant Craig Bright's CrisCraft Boat located at 24 Widewater Road, Hilton Head Island, South Carolina 29926 (the "Boat"), Defendant shall be permitted to sell the Boat subject to the condition that any and all proceeds from the sale shall be used first to pay off any lien(s) on the Boat. The balance of all proceeds shall be deposited in an escrow or trust account with Barnwell Whaley Patterson & Helms, LLC. Defendant Craig Bright shall provide a copy of all sale(s) documents to Plaintiff within ten (10) days of any sale of the Boat;
 - c. With respect to Defendant Craig Bright's motor vehicles, including but not limited to the Bentley, Ferrari, and motorcycles located at 24 Widewater Road, Hilton Head Island, South Carolina 29926, Defendant shall be permitted to sell his motor vehicle(s) subject to the condition that any and all proceeds from the sale(s) shall be used first to pay off any lien(s) on the motor vehicle that has been sold. The balance of all proceeds from the sale(s) shall be deposited in an escrow or trust account with Barnwell Whaley Patterson & Helms, LLC. Defendant Craig Bright shall provide a copy of all sale(s) documents to Plaintiff within ten (10) days of the sale of any motor vehicle(s);

- d. With respect to all Equipment, Fixtures, Furniture, General Intangibles, Inventory, and, to the extent not otherwise included, all proceeds and products of any and all of the foregoing, located at 19 Sheridan Park Circle, Bluffton, SC 29910, at that business operation known as Casual Living, Fireside and Grillin', owned and operated by Bennies, Inc. a South Carolina corporation owned by Defendant Craig Bright, Defendant shall be permitted to purchase and sell any inventory of Casual Living, Fireside and Grillin', and to operate and conduct the business of Casual Living, Fireside and Grillin' and Bennies, Inc. in the normal course. Defendant shall provide copies of monthly financial statements for Bennies, Inc. and Casual Living, Fireside and Grillin' to Plaintiff on a monthly basis. Additionally, Defendant is ordered to provide the latest tax returns for Bennies, Inc. and Casual Living, Fireside and Grillin' to Plaintiff within ten (10) days of the entry of this Order.
4. Defendant Craig Bright, and any entity in which he has an interest, is hereby enjoined from creating, establishing, founding, merging, or purchasing an interest in any entity in which he does not currently own an interest from the date of this Order until the termination of this litigation. Defendant Craig Bright, including any entity in which he currently has an interest, may transfer, sell, or otherwise dispose of any other real property, personal property, assets, or liability within the ordinary course of business, subject to Plaintiff's approval which shall be exercised in good faith. Further, pursuant to this Court's order on November 21, 2023 that Defendant answer all discovery regarding his net worth, Defendant is ordered to provide a verified list of all entities in which he has any interest and to provide all financial records and documentation of such entities, including for any purchase, exchange, transfer, sale, or other disposition of any other real property, personal property, asset, or liability from the date of this order through the termination of this litigation. Defendant is once again ordered to answer all discovery (specifically discovery regarding his net worth) in accordance with this Court's prior orders, and he is further ordered to supplement and verify all discovery pursuant to Rule 26(e), SCRPC.
5. Defendant Craig Bright, including any entity in which he has an interest, shall not remove any of his assets from South Carolina nor assign or dispose of any of his assets other than as permitted in Paragraphs 1 and 2 until further order of this Court or the termination of this litigation. He shall not remove any assets from South Carolina nor assign or dispose of any of his assets so as to knowingly reduce his personal net worth, until further order of this Court or the termination of this litigation.
6. This Order is entered without prejudice to any right or claim of either party pursuant to S.C. Code § 15-19-10 *et seq.*, including the parties' respective contentions as to the propriety of the Warrant of Attachment, the sufficiency of the bond posted in support of the Warrant of Attachment, or Defendant's violations of the Warrant of Attachment while it was in place.

AND IT IS SO ORDERED.



Beaufort Common Pleas

Case Caption: Diana Bright , plaintiff, et al VS Craig Bright

Case Number: 2020CP0701753

Type: Order/Other

So Ordered

Jocelyn Newman

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM BEAUFORT COUNTY
Court of Common Pleas
The Honorable Jocelyn Newman, Circuit Court Judge

Case No. 2025-002577

Diana Janura f/k/a Diana Bright.....Appellant,

v.

Craig Bright,.....Respondent.

Exhibit F

MEMORANDUM OF LAW REGARDING APPEALABILITY OF ORDERS

Motion to Strike Defendant’s Answer and Counterclaims and Eighth Motion to Compel (“Motion to Strike”)

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
)
 COUNTY OF BEAUFORT) Case No. 2020-CP-07-01753

Diana Janura f/k/a Diana Bright,)
)
 Plaintiff)
)
 vs.)
)
 Craig Bright,)
)
 Defendant)
)

**PLAINTIFF’S MOTION TO STRIKE
 DEFENDANT’S ANSWER AND
 COUNTERCLAIMS AND EIGHTH
 MOTION TO COMPEL**

The conduct Defendant has exhibited in this case—including his blatant disdain for this Court and its orders, the rules of discovery, and Plaintiff’s rights—would be unfathomable in any other civil case. For the more than four years this case has been pending, his disrespect for the law, the Court, and the judicial process has been constant. If this behavior is permitted to continue unchecked, this case will never end, and that is exactly what Defendant wants. The longer this case drags on, the longer Defendant can keep Plaintiff tethered to him and continue to harass, defame, and terrorize her with impunity as he has done relentlessly since their divorce in 2016, including during the entire pendency of this case. It is time for the madness to stop and for Defendant to be held accountable for his failure to comply with and numerous violations of this Court’s orders. Accordingly, Plaintiff Diana Janura f/k/a Diana Bright, by and through her undersigned counsel, moves this Honorable Court for an order striking Defendant’s Answer and Counterclaims, holding Defendant in default, and issuing an award of attorney’s fees and costs pursuant to South Carolina Rule of Civil Procedure 37(b).

The Court has issued written orders granting Plaintiff’s first three motions to compel, and an oral ruling on November 21, 2023 granting Plaintiff’s motion to compel Defendant to produce

his financial records and information regarding his net worth.¹ Defendant has disregarded each and every one of these orders. In *Griffin Grading & Clearing, Inc. v. Tire Serv. Equipment Mfg. Co., Inc.*, 334 S.C. 193, 511 S.E.2d 716, under very similar facts, the South Carolina Court of Appeals upheld the trial court's order striking the defendant's answer after it failed to meaningfully comply with four prior orders of the court compelling discovery. The trial court, in striking the Defendant's answer, found that Defendant's "pattern of non-compliance and discovery abuse constitutes . . . evidence of bad faith and willful, intentional disobedience[,]" and that Defendant's "misconduct [was] more than egregious." *Id.* at 198, 511 S.E.2d at 718. The Court of Appeals affirmed, noting "[i]f there was ever a case where striking a party's pleading was an appropriate sanction, it is this case where the record is full of multiple, egregious discovery abuses that blocked the opposing party's attempts to conduct meaningful discovery." *Id.* at 199, 511 S.E.2d at 719.

The circumstances of this case mirror those in *Griffin*. Discovery has been ongoing for years, and Defendant has taken every opportunity to frustrate baselessly Plaintiff's attempts to discover relevant and necessary information. Defendant has also refused to comply meaningfully with numerous orders of the Court compelling him to produce documents and information, each of which was issued more than a year ago. As in *Griffin*, Defendant's "pattern of non-compliance" and "multiple, egregious discovery abuses that blocked [Plaintiff's] attempts to conduct meaningful discovery," have created a situation where there is "no less drastic sanction [that] would be effective in this case." *Id.* In fact, Defendant's conduct is even more outrageous than that in *Griffin* because Defendant has not only disregarded and refused to comply with the Court's discovery orders, but he has also taken affirmative actions to violate the Warrant of Attachment

¹ The Court issued a written order on May 20, 2024, confirming the ruling issued at the hearing on November 21, 2023.

on multiple occasions. Defendant's behavior goes far beyond merely not cooperating in discovery. Up to now, Defendant has manipulated and controlled the pace of this case through his obstinance and obstructionism, wasting the valuable time and resources of the Court and Plaintiff while preventing this case from moving any closer to a final resolution. It is the Court, not Defendant, who has the authority and responsibility to ensure this case—like every other case—proceeds in an efficient and timely fashion. Defendant has usurped the purview of this Court long enough. Therefore, pursuant to Rule 37(b)(2)(C), Defendant's Answer and Counterclaims should be struck and Defendant held in default.

Further, although liability is deemed admitted once Defendant is in default, Plaintiff is still entitled to and in need of the discovery that is the subject of her additional discovery motions before this case can proceed to trial on the issue of damages. As laid out in Plaintiff counsel's letter to the Court dated November 6, 2024, there are numerous outstanding motions, all addressing Defendant's repeated and continued misconduct, including his disregard for and violation of this Court's orders.² For the court's convenience, each of those motions is consolidated and incorporated herein, and a summary of the issues raised in each of the motions is provided below:

- Plaintiff's Amended Motion for Sanctions Due to Spoliation of Evidence filed September 6, 2023:³ During his deposition, Defendant admitted to deleting relevant text messages after this

² The only motion in Plaintiff's counsel's November 6th letter which does not directly address Defendant's misconduct is Plaintiff's Motion to Dismiss Defendant's Counterclaims filed January 10, 2024. That motion will be moot if the Court grants this motion and strikes Defendant's Answer and Counterclaims. Accordingly, Plaintiff does not include that motion in this consolidation.

³ While this motion was not expressly addressed in Plaintiff's counsel's November 6th letter, Plaintiff is incorporating it in the instant motion because it highlights yet another example of Defendant's blatant abuse of the discovery process and an order has yet to be ruled on this matter.

case began. Accordingly, Plaintiff filed this motion seeking sanctions for spoliation. The Court heard the parties' arguments on this motion on September 7, 2023, but no ruling has been issued.⁴

- Plaintiff's Fifth Motion to Compel filed November 10, 2023: The only outstanding issue concerns Plaintiff's request for the amount of money Defendant spends on illegal drugs and the Fifth Amendment's application, if any, to this interrogatory. The Fifth Amendment issue has been fully briefed by both parties. If Defendant chooses to invoke the Fifth, Plaintiff is entitled to an instruction at trial that the jury may draw any inference it sees fit from Defendant's invocation.

- Plaintiff's Sixth Motion to Compel filed November 10, 2023: At the hearing on November 21, 2023, Plaintiff's counsel explained this motion was filed to request Defendant comply with the duty to supplement his discovery responses given that trial was scheduled to proceed imminently. In response, Defendant's counsel stated, "We will adhere to the South Carolina rules and supplement as we get things." (**Exhibit B**, Transcript from Nov. 21, 2023 Hearing at 69:12-13.) Rule 26(e), SCRCF provides, in pertinent part, that "requests for discovery under Rules 31, 33, 34, and 36 shall be deemed to continue from the time of service until the time of trial of the action so that information sought, which comes to the knowledge of a *party*, or his representative or attorney, after original answers have been submitted, *shall be promptly transmitted to the other party.*" (emphasis added). While Defendant has provided some supplemental documents since the hearing almost a year ago, Plaintiff's concern remains that Defendant is not turning over all relevant and

⁴ Defendant has already failed to produce one smoking gun. See **Exhibit A**, Nov. 28, 2023 Email from Defendant to John Boretti (requesting advice on how to remove assets from Defendant's name and the impact of filing bankruptcy to hide funds from Plaintiff in violation of the Warrant of Attachment). This email was produced by SouthState Bank in response to Plaintiff's subpoena but was not included in Defendant's production of his communications with John Boretti and SouthState. One can only imagine what other communications there are between Defendant and Robert Rini, Chris Bright, and who knows who else that Defendant has destroyed, deleted, or simply refused to produce.

responsive documents to his attorneys, particularly in light of counsel's statement at the hearing that they will supplement "as [they] get things." *See supra*, footnote 4. Defendant cannot avoid his duty by deleting, destroying, or simply failing to turn over relevant evidence to his counsel.

- Plaintiff's Request for Emergency Hearing and Initial Response to Defendant's Motions to Quash filed December 14, 2023: Plaintiff subpoenaed John Boretti (Defendant's banker), Bright Holdings, LLC (an entity owned entirely by Defendant), and Robert Rini (Defendant's personal friend and real estate agent). Defendant moved to quash all three subpoenas, despite none of the subpoenaed parties objecting. The relevance and importance of the information sought from each of the subpoenaed parties is readily apparent from other discovery ordered and/or produced in this case. Documents from SouthState Bank and John Boretti are highly relevant to Defendant's net worth and his general disregard for the law and court orders. *See Exhibit A*, Nov. 28, 2023 Email from Defendant to John Boretti. Documents regarding Bright Holdings, LLC are squarely relevant to Defendant's net worth and have been ordered to be produced by this Court numerous times, most recently in the Amended Order entered October 17, 2024, attached as **Exhibit C**. Robert Rini was on notice of the Warrant as evidenced by the fact he filed an affidavit in support of Defendant's Motion to Dissolve, and yet has repeatedly acted with and on Defendant's behalf to aid Defendant in violating and evading court orders, including the Warrant of Attachment. (*See Exhibit D*, March 20, 2024 Letter from Biff Sowell to Dawes Cook and Justin Novak attaching screen shot of a listing of Defendant's Ferrari for sale by Rini for \$232,000.) The documents requested from Rini are relevant and necessary to further establish evidence of Defendant's net worth and his disregard for the law and court orders. Defendant's refusal to withdraw his motions to quash these subpoenas—absent any valid grounds to object or prevent the production of the requested documents, especially in light of the information that has already been discovered—is

yet another example of Defendant's improper attempts to abuse and frustrate the discovery process to deprive Plaintiff of information to which she is fully entitled under the law and which will be crucial evidence at trial.

- Plaintiff's Emergency Motion for Defendant to be Held in Contempt and for Sanctions filed January 8, 2024: The subject of this motion is Defendant's failure to produce all documents and information related to his net worth. The pertinent requests were served on Defendant on November 2, 2023, and the Court ordered Defendant to produce this information at the hearing on November 21, 2023—over a year ago. While Defendant has produced some information pursuant to the Court's order, Defendant has repeatedly refused to verify his answers to interrogatories purporting to identify all of Defendant's accounts and financial information. Plaintiff has strong reason to believe that there are additional accounts or sources of income which Defendant has not disclosed, particularly in light of Defendant's recent purchase of a \$370,000 Ferrari which must necessarily have been made in cash by assets of Defendant not subject to the Warrant of Attachment. (*See Exhibit E*, Plaintiff's Memorandum in Opposition to Defendant's Motion for Reconsideration filed October 30, 2024.) Defendant's refusal to provide all information concerning his net worth and to verify information he has already provided over a year after the Court ordered him to do so is, frankly, absurd.

- Plaintiff's Seventh Motion to Compel filed April 29, 2024: Plaintiff has requested all communications between Defendant and Rini,⁵ and Defendant and his brother, Chris Bright. Rini attempted to help Defendant violate the Warrant of Attachment by listing Defendant's Ferrari for sale. Similarly, Chris Bright tried to move Defendant's \$500,000 boat which is also subject to the

⁵ This request overlaps with the subpoena to Rini which sought all communications between Defendant and Rini from January 1, 2023 to present. (*See Exhibit F*, Subpoena to Robert Rini.)

Warrant. Based on the known activities of these individuals, Plaintiff strongly believes there are documents and communications between them and Defendant which are responsive to Plaintiff's discovery requests and should be produced. Defendant has raised no legitimate argument as to why these documents should not be produced, nor has he provided any response to this request.

- Plaintiff's Verified Motion for Rule to Show Cause filed August 13, 2024: This motion addresses Defendant's multiple violations of the Warrant of Attachment. Defendant's only defense, which his counsel raised at the hearing on October 9, 2024, is that Defendant did not actually sell any of the assets subject to the Warrant. Nevertheless, the mere attempt to dispose of assets which Defendant knew were subject to the Warrant of Attachment violates the Warrant and constitutes contempt of court for which Defendant has yet to suffer any consequences or sanctions.

- Plaintiff's Verified Second Motion for Contempt and/or Motion for Rule to Show Cause filed September 25, 2024: Plaintiff's last pending motion addresses Defendant's most egregious violation of the Warrant of Attachment—executing a contract for the sale of his house at 24 Widewater Road, the very first item listed in the Warrant. Defendant executed the contract before the Court modified the Warrant to permit the sale of the house. Accordingly, Defendant's actions were in direct and knowing contravention of the requirements of the Warrant and subject Defendant to sanctions for his blatant contempt of this Court and its orders.

This case was filed over four years ago. All of Plaintiff's prior motions to compel have been granted. Plaintiff's pending motions are no different—the information and production sought to be compelled thereby are non-objectionable and, more importantly, are squarely at issue in this case and will be evidence introduced and necessary to try the case as to damages.⁶

⁶ To the extent Defendant has any objections to the information and documents sought in Plaintiff's pending discovery motions, they are not valid *discovery* objections. At best, they are objections as to the admissibility of the discovery, and such trial objections are premature at this stage.

Even when Defendant has provided information, *he has refused to verify any of his interrogatory responses*. That alone is deeply troubling given that all the information should be fully within Defendant's personal knowledge, and he should have no problem verifying it if it is, in fact, complete and accurate information as he claims. Similarly, the document productions Defendant has made have been incomplete or partial productions. Once again, this case is on the precipice of trial, and Plaintiff needs this discovery so that her experts have sufficient time to prepare. Plaintiff should not be punished by having to scramble on the eve of trial when Defendant has been under order of this Court to provide this information and documentation for over a year. At this point, the outstanding discovery issues must be brought to a head, and Plaintiff is entitled to an order compelling the production of and responses to all her outstanding discovery requests outlined above.

Based on the foregoing, Plaintiff respectfully requests this Court issue an order striking Defendant's Answer and Counterclaims as a sanction for Defendant's gross discovery abuses and contempt of court hereto, holding Defendant in default, compelling Defendant to produce any and all responsive documents and information to Plaintiff's outstanding discovery requests addressed in Plaintiff's pending motions, including supplementing any prior responses or production, finding Defendant has improperly deleted or destroyed relevant evidence, and granting Plaintiff's motion for spoliation sanctions, including granting an adverse inference jury charge on that issue. Plaintiff also requests the Court issue an award of reasonable attorney's fees and expenses in connection with this motion and all seven previous motions to compel necessitate by Defendant's misconduct.

This motion to compel is made pursuant to Rule 37, SCRCF, and is based upon the pleadings and deposition testimony, answers to interrogatories and requests for production, and

any other discovery herein, any affidavits submitted in this matter, and any memoranda of law to be submitted before this motion is heard.

SOWELL & DuRANT, LLC

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Attorneys for Plaintiff Diana Janura

Columbia, South Carolina
November 25, 2024

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
)
COUNTY OF BEAUFORT) Case No. 2020-CP-07-01753

Diana Janura f/k/a Diana Bright,)
)
Plaintiff)
)
vs.)
)
Craig Bright,)
)
Defendant)
)
_____)

Exhibit A

***PLAINTIFF’S MOTION TO STRIKE
DEFENDANT’S ANSWER AND
COUNTERCLAIMS AND EIGHTH MOTION TO
COMPEL***

Nov. 28, 2023 Email from Defendant Craig Bright to John Boretti (requesting advice on how to remove assets from Defendant’s name and the impact of filing bankruptcy to hide funds from Plaintiff in violation of the Warrant of Attachment)

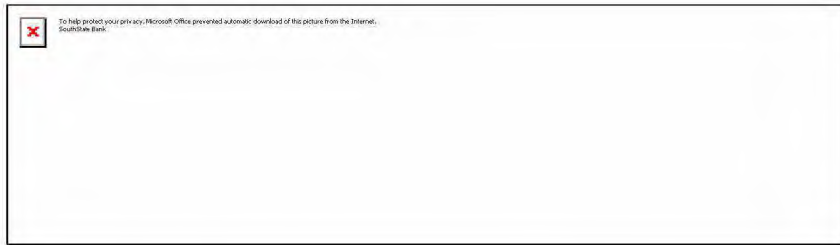
From: Craig Bright <cbright696@gmail.com>
Sent: Tuesday, November 28, 2023 7:07 AM
To: John Boretti
Subject: Fwd: SouthState Transfer Processing Failure

I am getting multiple of these. Please see if they can assist in getting rid of. I will probably pay down another 50k bit don't to out rest into another loan where fixed over three years or a simple line of credit. Just got a 96k bill for my litigation fees last month as still trying to get my kids back and get time for the five million dollar suit. If I file bankruptcy to protect my personal assets what would happen. I'm thinking of paying off all my Bright holdings loan and taking equity out as I don't believe they can touch assets in my LLC like Bennie's so will pay that off with personal cash to park money in another LLC which means I would want to borrow more against Bennie's. As much the bank will allow me to borrow more and pay it off to get money out of my name. Same with the raw land. I will contact a bankruptcy attorney but need to move money out of my personal name by spring. Thanks! Diana is going for the repair and haven't seen her or the kids on three years and when I showed up at one soccer game she through me in jail for 20 days for contempt of court. She didn't put on her. Last statement that she even bought land in Bluffton to develop so getting that info all together. Thanks.

Sent from my iPhone

Begin forwarded message:

From: OnlineNotifications@southstatebank.com
Date: November 28, 2023 at 1:37:42 PM GMT+2
To: cbright696@gmail.com
Subject: SouthState Transfer Processing Failure



A SouthState transfer has failed during processing on 11/28/2023 6:37 AM.

If you have any questions, please call us at (800) 277-2175. Thank you for banking with us.

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STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
)
COUNTY OF BEAUFORT) Case No. 2020-CP-07-01753

Diana Janura f/k/a Diana Bright,)
)
Plaintiff)
)
vs.)
)
Craig Bright,)
)
Defendant)
)
_____)

Exhibit B

***PLAINTIFF’S MOTION TO STRIKE
DEFENDANT’S ANSWER AND
COUNTERCLAIMS AND EIGHTH MOTION TO
COMPEL***

***Excerpt from Transcript from Nov. 21, 2023
Hearing, page 69***

STATE OF SOUTH CAROLINA)	
	)	COURT OF COMMON PLEAS
COUNTY OF BEAUFORT	)	2020-CP-07-01753
)	
)	
)	
)	
DIANA JANURA, F/K/A AS DIANA)	
BRIGHT,)	
)	
PLAINTIFF,)	
)	
vs.	)	TRANSCRIPT OF RECORD
)	
CRAIG BRIGHT,)	
)	
DEFENDANT.)	
_____)	

November 21, 2023
Columbia, South Carolina

B E F O R E:

THE HONORABLE JOCELYN NEWMAN, JUDGE.

A P P E A R A N C E S:

BIFF SOWELL, ESQ.
BESS DURANT, ESQ.
Attorney for the Plaintiff

ALLISON BURNS, ESQ.
JUSTIN NOVAK, ESQ.
Attorney for the Defendant

Proceedings by Karen Ambroziak
Transcribed by Penny M. Johnson

I N D E X

(There were no witnesses called.)

E X H I B I T S

(There were no exhibits submitted.)

1 THE COURT: Thank you.

2 Okay. A sixth motion to compel?

3 MS. DURANT: Yes, Your Honor. This one is just
4 straightforward. Because we thought we were going to trial,
5 we just needed the Defendant to supplement everything. I
6 think we're on supplement 15 and the majority of those
7 documents are from the Defendant. We haven't received any
8 supplemental production from the Defendant and we're just
9 asking that they -- now that the trial is probably -- just
10 that they keep up with their duty to supplement. That's all
11 we're asking for.

12 MR. NOVAK: We will adhere to the South Carolina rules
13 and supplement as we get things.

14 THE COURT: Okay. Good enough.
15 What else was there?

16 MR. NOVAK: You want to do Katherine Ferguson?

17 THE COURT: Sure.

18 MR. NOVAK: Your Honor, this is Defendant's motion for
19 Rule to Show Cause and order to compel. We pled both Rule
20 to Show Cause and order to compel because there is an
21 ambiguity rule, but I think we're covering our cases. As
22 the Court knows, Katherine Ferguson is the attorney for
23 Diana Janura in the Family Court matters. I believe that
24 she's been representing Ms. Janura since 2018 --

25 Is that right? It's been a while.

STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

Diana Janura f/k/a Diana Bright,

Plaintiff,

v.

Craig Bright,

Defendant.

IN THE COURT OF COMMON PLEAS

Civil Action No.: 2020-CP-07-01753

AMENDED ORDER

This matter came before the Court for hearing on October 9, 2024, upon (1) Plaintiff's Verified Second Motion for Contempt and/or Motion for Rule to Show Cause (Violation of Warrant of Attachment by Defendant Craig Bright) filed on September 25, 2024; and (2) Defendant's Motion and Memorandum in Support to Vacate and Discharge the *Ex Parte* Warrant of Attachment (Real Property, Personal Property, and Business Assets Owned by Craig Bright) filed on November 29, 2023. Present at the hearing were Justin P. Novak, Esquire, and M. Dawes Cooke, Esquire, as counsel for Defendant Craig Bright, and Thornwell F. Sowell, III, Esquire, and Caroline D. Gimenez-Kaushik, Esquire, as counsel for Plaintiff Diana Janura. After careful consideration of the parties' arguments and submissions, this Court hereby revises and amends the Warrant of Attachment filed on November 29, 2023, as follows:

1. The Five Hundred Thousand and 00/100 Dollars (\$500,000.00) that Defendant Craig Bright has placed in escrow for this litigation shall remain in escrow pursuant to the existing escrow agreement unless otherwise ordered by the Court.
2. The funds contained within all of Defendant Craig Bright's investment brokerage account(s) with Charles Schwab shall remain within Defendant Craig Bright's investment brokerage account(s) held at Charles Schwab except that Defendant Craig Bright may purchase, sell, trade, exchange, transfer, convey, and/or otherwise dispose of the securities, cash, bonds, and other types of investment instruments held in the account(s) as long as the proceeds (including any securities, cash, bonds, or other types of investment instruments purchased or exchanged for) or losses of any such

transaction remain within Defendant Craig Bright's investment brokerage account(s) with Charles Schwab. Defendant Craig Bright may also use the securities, cash, bonds, and other types of investment instruments held in the individual investment brokerage account(s) with Charles Schwab to lessen the amount of the pledged asset line of credit owed by Defendant Craig Bright to Charles Schwab. This provision shall remain in effect until further Order of this Court or the conclusion of this litigation.

3. The Warrant of Attachment is expressly modified as follows:
 - a. With respect to the real and personal property located at 24 Widewater Road, Hilton Head Island, South Carolina 29926, identified and described as Lot B22, 1.50 acres, Spanish Wells Plantation, Hilton Head Island, on a plat recorded in the Beaufort County Records in Plat Book 67 at Page 42, and the 0.19 acre parcel on that certain plat entitled "A Boundary Survey of Lots B20, B21, and B22, Widewater Road, A Section of Spanish Wells Plantation, Hilton Head Island, Beaufort County, South Carolina" dated April 16, 1998, and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Plat Book 67 at Page 42, and known as Tax Map No. R510-010-000-0093-0000, as described in Attachment "A" to the Warrant of Attachment (the "House"), Defendant shall be permitted to sell the House subject to the following conditions: (1) the transaction must be supervised and the closing conducted by Barnwell Whaley Patterson & Helms, LLC, including the distribution of all proceeds; and (2) all proceeds of the sale shall be used first to pay off any mortgage(s) or lien(s) on the House. The balance of all proceeds shall be deposited in an escrow or trust account with Barnwell Whaley Patterson & Helms, LLC. Defendant Craig Bright shall provide a copy of all closing documents to Plaintiff within ten (10) days of closing;
 - b. With respect to Defendant Craig Bright's CrisCraft Boat located at 24 Widewater Road, Hilton Head Island, South Carolina 29926 (the "Boat"), Defendant shall be permitted to sell the Boat subject to the condition that any and all proceeds from the sale shall be used first to pay off any lien(s) on the Boat. The balance of all proceeds shall be deposited in an escrow or trust account with Barnwell Whaley Patterson & Helms, LLC. Defendant Craig Bright shall provide a copy of all sale(s) documents to Plaintiff within ten (10) days of any sale of the Boat;
 - c. With respect to Defendant Craig Bright's motor vehicles, including but not limited to the Bentley, Ferrari, and motorcycles located at 24 Widewater Road, Hilton Head Island, South Carolina 29926, Defendant shall be permitted to sell his motor vehicle(s) subject to the condition that any and all proceeds from the sale(s) shall be used first to pay off any lien(s) on the motor vehicle that has been sold. The balance of all proceeds from the sale(s) shall be deposited in an escrow or trust account with Barnwell Whaley Patterson & Helms, LLC. Defendant Craig Bright shall provide a copy of all sale(s) documents to Plaintiff within ten (10) days of the sale of any motor vehicle(s);

- d. With respect to all Equipment, Fixtures, Furniture, General Intangibles, Inventory, and, to the extent not otherwise included, all proceeds and products of any and all of the foregoing, located at 19 Sheridan Park Circle, Bluffton, SC 29910, at that business operation known as Casual Living, Fireside and Grillin', owned and operated by Bennies, Inc. a South Carolina corporation owned by Defendant Craig Bright, Defendant shall be permitted to purchase and sell any inventory of Casual Living, Fireside and Grillin', and to operate and conduct the business of Casual Living, Fireside and Grillin' and Bennies, Inc. in the normal course. Defendant shall provide copies of monthly financial statements for Bennies, Inc. and Casual Living, Fireside and Grillin' to Plaintiff on a monthly basis. Additionally, Defendant is ordered to provide the latest tax returns for Bennies, Inc. and Casual Living, Fireside and Grillin' to Plaintiff within ten (10) days of the entry of this Order.
4. Defendant Craig Bright, and any entity in which he has an interest, is hereby enjoined from creating, establishing, founding, merging, or purchasing an interest in any entity in which he does not currently own an interest from the date of this Order until the termination of this litigation. Defendant Craig Bright, including any entity in which he currently has an interest, may transfer, sell, or otherwise dispose of any other real property, personal property, assets, or liability within the ordinary course of business, subject to Plaintiff's approval which shall be exercised in good faith. Further, pursuant to this Court's order on November 21, 2023 that Defendant answer all discovery regarding his net worth, Defendant is ordered to provide a verified list of all entities in which he has any interest and to provide all financial records and documentation of such entities, including for any purchase, exchange, transfer, sale, or other disposition of any other real property, personal property, asset, or liability from the date of this order through the termination of this litigation. Defendant is once again ordered to answer all discovery (specifically discovery regarding his net worth) in accordance with this Court's prior orders, and he is further ordered to supplement and verify all discovery pursuant to Rule 26(e), SCRPC.
5. Defendant Craig Bright, including any entity in which he has an interest, shall not remove any of his assets from South Carolina nor assign or dispose of any of his assets other than as permitted in Paragraphs 1 and 2 until further order of this Court or the termination of this litigation. He shall not remove any assets from South Carolina nor assign or dispose of any of his assets so as to knowingly reduce his personal net worth, until further order of this Court or the termination of this litigation.
6. This Order is entered without prejudice to any right or claim of either party pursuant to S.C. Code § 15-19-10 *et seq.*, including the parties' respective contentions as to the propriety of the Warrant of Attachment, the sufficiency of the bond posted in support of the Warrant of Attachment, or Defendant's violations of the Warrant of Attachment while it was in place.

AND IT IS SO ORDERED.



Beaufort Common Pleas

Case Caption: Diana Bright , plaintiff, et al VS Craig Bright

Case Number: 2020CP0701753

Type: Order/Other

So Ordered

Jocelyn Newman

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
)
COUNTY OF BEAUFORT) Case No. 2020-CP-07-01753

Diana Janura f/k/a Diana Bright,)
)
Plaintiff)
)
vs.)
)
Craig Bright,)
)
Defendant)
)
_____)

Exhibit E

***PLAINTIFF’S MOTION TO STRIKE
DEFENDANT’S ANSWER AND
COUNTERCLAIMS AND EIGHTH MOTION TO
COMPEL***

***Plaintiff’s Memorandum in Opposition to
Defendant’s Motion for Reconsideration filed
October 30, 2024***

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
)
 COUNTY OF BEAUFORT) Civil Action No.: 2020-CP-07-01753

Diana Janura f/k/a Diana Bright,)
)
 Plaintiff,)
)
 v.)
)
 Craig Bright,)
)
 Defendant.)
)

**PLAINTIFF’S MEMORANDUM IN
 OPPOSITION TO DEFENDANT’S
 MOTION FOR RECONSIDERATION
 OF ORDER REGARDING WARRANT
 OF ATTACHMENT**

Plaintiff Diana Janura f/k/a Diana Bright (“Plaintiff”), by and through her undersigned counsel, submits her memorandum in opposition to Defendant’s Motion for Reconsideration of Order Regarding Warrant of Attachment (“Motion”). This Motion should be denied summarily because none of these issues were argued with respect to any of the motions that were argued before this Court. *Patterson v. Reid*, 318 S.C. 183, 185, 456 S.E.2d 436, 437 (Ct. App. 1995) (“A party cannot for the first time raise an issue by way of a Rule 59(e) motion which could have been raised at trial.”); *Kan Enters., Inc. v. S.C. Dep’t of Rev.*, 420 S.C. 596, 608, 803 S.E.2d 882, 888 (Ct. App. 2017) (“In its order denying Kan’s Rule 59(e), SCRCP, motion, the ALC found Kan did not raise these arguments at the hearing when it had the opportunity to do so, and thus, they were unpreserved. We affirm the ALC’s conclusion.”). Defendant’s Motion is the first time these issues have been raised; therefore, this Motion fails and must be denied.

Next, this Motion should be denied because it runs contra to the evidence. The Motion’s premise is the modified Warrant of Attachment “cripple[s] [Defendant] financially[.]” (Mot. at 2.) This statement cannot be true. Defendant bought a \$370,000 Ferrari a few months ago. He sold a commercial parcel for \$1.1 million months ago. And he has sold a lot in Colleton River Plantation. Finally, he receives a steady stream of income from his business, Bennies. The

question becomes if Defendant cannot live off the \$1.1 million sale of his commercial property, what is Defendant doing with his money? Of course, the answer is unknown, but what is known is that Defendant lives an extravagant lifestyle for someone crying poor. This Court rightly issued its Warrant due to Defendant's actions.

Despite Defendant's actions, Plaintiff will agree to some slight modifications to address Defendant's counsel's fair points, which are raised in paragraphs 1 and 4 of the Motion. Plaintiff will also address the flaws in paragraphs 2 and 3 of Defendant's Motion.

First, Plaintiff will agree to Burr Forman to conduct the closing of Defendant's house, provided that Barnwell Whaley supervises the closing and monitors the disbursement of funds. Both firms have fine reputations, and Plaintiff has confidence in both to ensure that Defendant will not be able to scheme in any real estate transaction with both firms involved.¹

Second, all proceeds from the sale of any motor vehicles and any boats being deposited into Defendant's trust account must stand. Defendant claims he needs funds to "pay monthly expenses such as taxes, child support, legal fees, and utilities." This argument is disingenuous at best. The Warrant has been in place since November 2023 and Defendant has never claimed to have an issue paying his taxes or any other expenses prior to this point, despite the fact that all of his assets attached by the Warrant have been frozen for almost a year. Defendant did not raise this issue in his Motion and Memorandum in Support to Vacate and Discharge the Warrant of Attachment ("Motion to Vacate"), nor in his Counterclaims against Plaintiff. Interestingly, however, Defendant explicitly recognized in his Motion to Vacate that the Warrant "has frozen

¹ Plaintiff, however, has no confidence in Defendant's ability to remain honest and upright during the closing process. Plaintiff believes that Defendant is borrowing as much as he can against his house to get cash for it to be sent elsewhere. Thus, Defendant, upon information and belief, is stripping the equity out of his house and putting the funds elsewhere.

Bright's ability to borrow money for himself and his businesses." (Mot. to Vacate at 4.) Consequently, any purchases made by Defendant since the Warrant was issued—including the purchase of the \$370,000 Ferrari a few months ago—must necessarily have been made *in cash* by assets of Defendant not subject to the Warrant. In addition to the Ferrari, Defendant spends approximately \$6,595 per month on rent, upon information and belief at The Row in Chicago, Illinois, (*see* address search listing address as **Exhibit A**, and printout of property located at address with similar price), and he spends thousands every month on cocaine. **Ex. B**, Facebook messenger from Craig Bright to Christina Scalse, dated March 29, 2023. He also travelled to Paris near or during the Olympics, went on a safari, and purchased box seats to see U2 at the Sphere in Las Vegas. (*See* Craig Bright's Instagram pictures and a Facebook post, attached hereto as **Exhibit C**.)

This does not include all of the conduct and expenditures about which Plaintiff has no knowledge. Defendant's lifestyle is unlike most and, based on Defendant's own acknowledgement in his Motion to Vacate, is currently being funded by cash not subject to the Warrant. If Defendant chooses to spend those funds on Ferraris and extravagant trips rather than his taxes and expenses, then any hardship he claims now falls at his own feet and is not the result of any undue burden caused the Warrant, in its original form or as modified. To seriously argue that the Warrant will "cripple" him financially is simply incredulous. All proceeds from the sale of his boat and motor vehicles must be deposited into Defendant counsel's trust account pursuant to the modified Warrant.

Third, Defendant's business acumen is called into question if he is arguing that he cannot produce monthly financial statements for Bennies. If he is not examining his monthly financial statements, his company is either booming or falling apart. His business operates in Quickbooks.

It takes less than 5 minutes to generate and produce financial statements. Even if a bookkeeper has to reconcile his books, it should take 30 minutes to generate and produce the financial statements. Most likely, he does not want Plaintiff to see the details from month to month. From a timing perspective, if this case is to be tried in January, he would only have one quarter of financials to produce. This is different than four months of statements. Regardless, there is a discovery request outstanding seeking this information. He is required to produce and supplement this information. The raising of this issue raises more concerns for Plaintiff that he is trying to hide more information.

Fourth, Plaintiff will agree that Defendant does not have to seek her permission for any transaction under \$10,000. However, Defendant must engage in this practice with some modicum of honesty. For example, he cannot sell one of his many watches valued over \$100,000 in ten increments of \$10,000. Furthermore, all requests for transfers, sales, or disposals must go through Plaintiff's counsel and Defendant's counsel. Defendant may not directly contact Plaintiff.

CONCLUSION

Defendant has brought the Warrant on himself. It is due to his words and actions that he is being restrained. The Warrant was properly issued. Even with the Warrant in play, Defendant still found a way to purchase a \$370,000 Ferrari. Defendant cannot credibly argue he is (or is about to be) crippled financially, particularly when he clearly has access to at least \$370,000 even while his assets subject to the Warrant have been frozen. Maybe he should look to the source of those funds first, before complaining to this Court once again.

SOWELL & DuRANT, LLC

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Attorneys for Plaintiff Diana Janura

Columbia, South Carolina
October 30, 2024

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
)
COUNTY OF BEAUFORT) Case No. 2020-CP-07-01753

Diana Janura f/k/a Diana Bright,)
)
Plaintiff)
)
vs.)
)
Craig Bright,)
)
Defendant)
)
_____)

Exhibit A

PLAINTIFF'S MEMORANDUM IN OPPOSITION TO DEFENDANT'S MOTION FOR RECONSIDERATION OF ORDER REGARDING WARRANT OF ATTACHMENT

**Address search listing address and printout of
property located at address with similar price**

Historical Person Locator

This data is for informational purposes only.

Finder Information

Name: RIGHT, CRAIG J
Address: 850 N RANDOLPH ST
ARLINGTON, VA 22203-1978
ARLINGTON COUNTY
SSN: XXX-XX-XXXX
Date of Birth: 03/1970

Historical Person Locator

This data is for informational purposes only.

Finder Information

Name: RIGHT, CRAIG J
Address: 164 N PEORIA ST APT 3903
CHICAGO, IL 60607-2376
COOK COUNTY
SSN: XXX-XX-XXXX
Date of Birth: 03/1970

Historical Person Locator

This data is for informational purposes only.

Finder Information

Name: RIGHT, CRAIG J
Address: 24 WIDEWATER RD
HILTON HEAD ISLAND, SC 29926-2064
BEAUFORT COUNTY
SSN: XXX-XX-XXXX
Date of Birth: 03/1970

Historical Person Locator

This data is for informational purposes only.

Finder Information

Name: RIGHT, CRAIG J
Address: 22 BALLYBUNION WAY
BLUFFTON, SC 29910-4977
BEAUFORT COUNTY
SSN: XXX-XX-XXXX
Date of Birth: 03/1970

Historical Person Locator



CHICAGO / WEST LOOP

2 Bedroom, 2 Bath

164 N. Peoria St Chicago, IL 60607

Overview



CONTACT AGENT

 Email

Book a Tour

S I M I L A R A P A R T M E N T S



WEST LOOP The Row Fulton Market

2 Bedroom, 2 Bath

Price

\$6,595

Available

01/09

[VIEW UNIT >](#)



 Email

[Book a Tour](#)



WEST LOOP The Row Fulton Market

3 Bedroom, 2.5 Bath

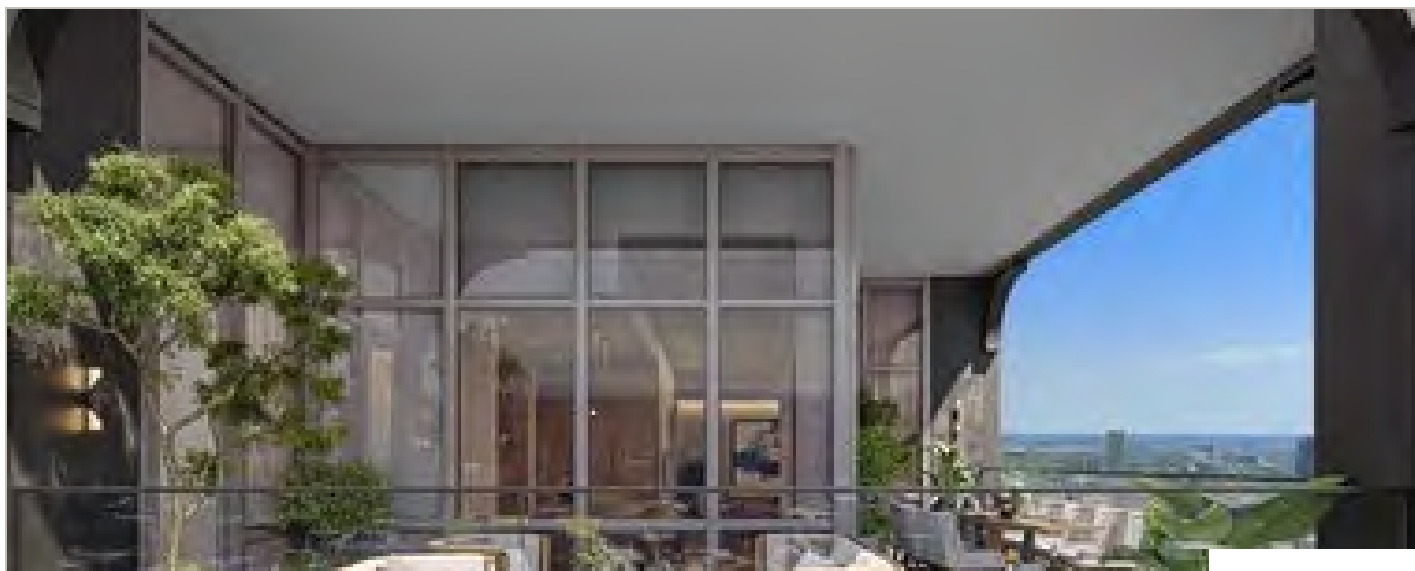
Price

\$9,195

Available

Now

[VIEW UNIT](#) >



[Overview](#)

[CONTACT AGENT](#)

 Email

Book a Tour



WEST LOOP The Row Fulton Market

3 Bedroom, 3.5 Bath, Penthouse

Price

\$15,995

Available

Now

[VIEW UNIT >](#)

[VIEW ALL >](#)



 Email

Book a Tour

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SAN FRANCISCO

WASHINGTON DC

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BLOG >



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STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
)
COUNTY OF BEAUFORT) Case No. 2020-CP-07-01753

Diana Janura f/k/a Diana Bright,)
)
Plaintiff)
)
vs.)
)
Craig Bright,)
)
Defendant)
)
_____)

Exhibit B

***PLAINTIFF’S MEMORANDUM IN
OPPOSITION TO DEFENDANT’S MOTION
FOR RECONSIDERATION OF ORDER
REGARDING WARRANT OF ATTACHMENT***

**Facebook messenger from Craig Bright to
Christina Scalese, dated March 29, 2023**



ELECTRONICALLY FILED - 2024 Nov 29 5:28 PM - BEAUFORT - COMMON PLEAS - CASE#2020CP0701753

I have so many funny stories you'd appreciate lol

Mar 29, 2023 10:22:35pm

Do a lot of people In Colleton do blow

Mar 29, 2023 10:22:09pm

I always have
All
Drugs in my house

Mar 29, 2023 10:21:48pm

I appreciate the honesty

Mar 29, 2023 10:21:42pm

He hates it

Mar 29, 2023 10:21:26pm

I spend thousands every month

Mar 29, 2023 10:21:25pm

A little he knows

Mar 29, 2023 10:21:20pm

No!

Mar 29, 2023 10:21:09pm



cbright696 • Follow



cbright696 Getting ready for Olympics!

9w



jetzeus89 I was there yesterday! 🙌

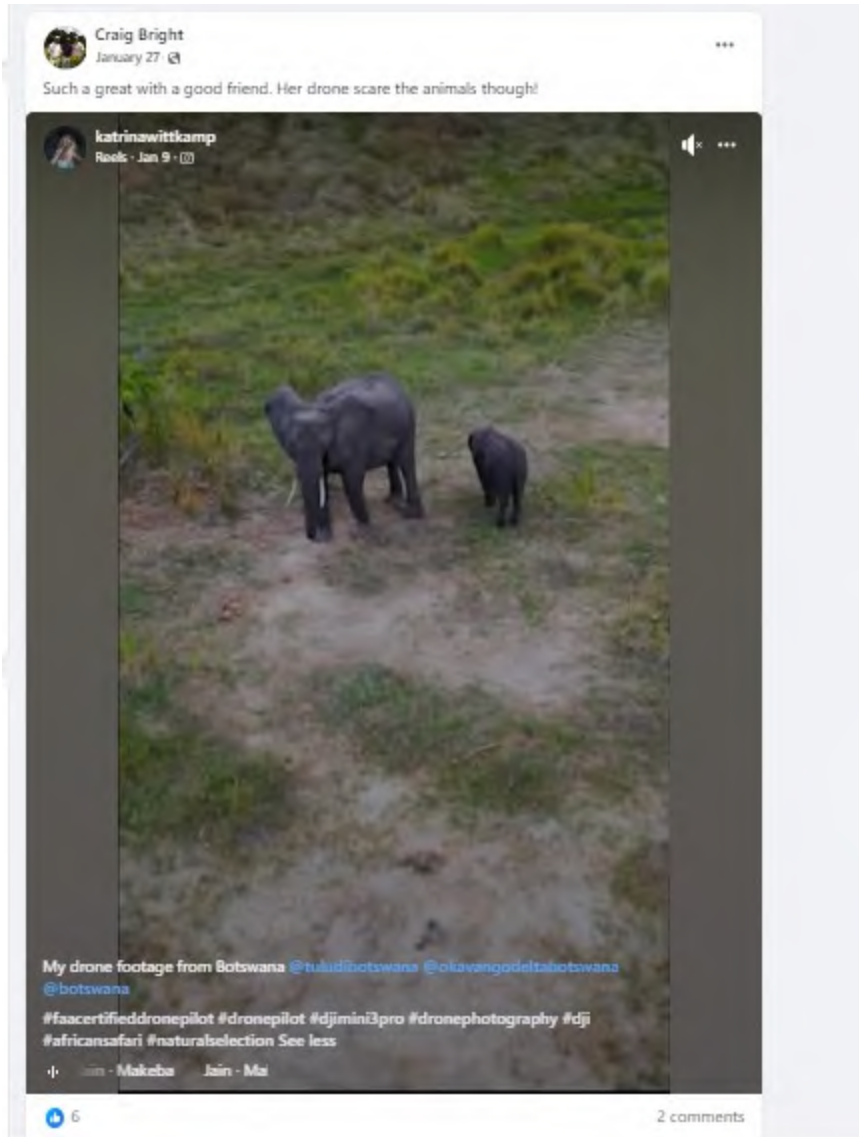
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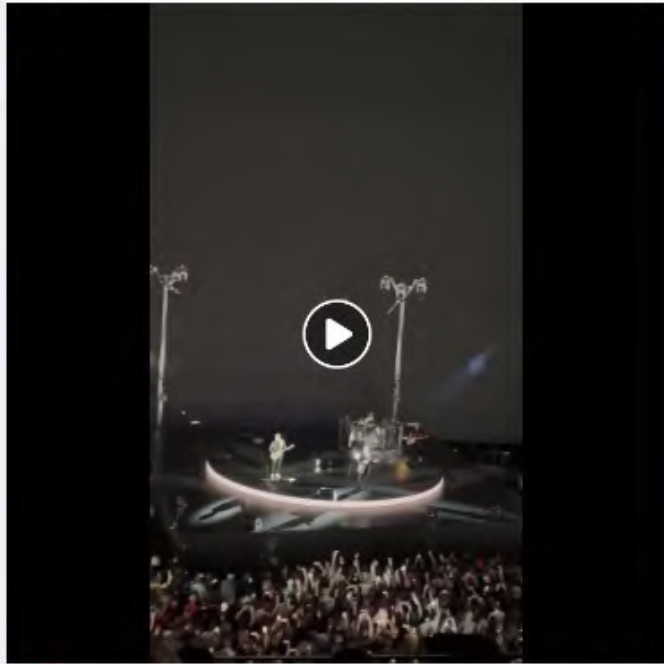
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June 7

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Craig Bright
February 4



16 3 comments

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View more comments

Anissa Stark
You got the nose bleed section
35w Like

Craig Bright
Anissa Stark we were so lucky actually the farthest thing from it we're basically in the owners box, best seats by far anywhere it's in the most amazing structure. It went up and up and up from where we were but we were on the box level centerstage in the owners box, and it was amazing. Feel so fortunate. Hope you're doing well.
35w Like

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
)
COUNTY OF BEAUFORT) Case No. 2020-CP-07-01753

Diana Janura f/k/a Diana Bright,)
)
Plaintiff)
)
vs.)
)
Craig Bright,)
)
Defendant)
)
_____)

Exhibit F

***PLAINTIFF’S MOTION TO STRIKE
DEFENDANT’S ANSWER AND
COUNTERCLAIMS AND EIGHTH MOTION TO
COMPEL***

Subpoena to Robert Rini

STATE OF SOUTH CAROLINA

ISSUED BY THE CIRCUIT COURT IN THE COUNTY OF BEAUFORT

ELECTRONICALLY FILED - 2024 Nov 25 5:48 PM - BEAUFORT - COMMON PLEAS - CASE#2020CP0701753

Diana Janura f/k/a Diana Bright, Plaintiff v. Craig Bright, Defendant	<p>SUBPOENA IN A CIVIL CASE</p> <p>Case Number: 2020-CP-07-01753</p> <p>Pending in Beaufort County</p>
---	---

TO: Robert D. Rini

YOU ARE COMMANDED to appear in the above named court at the place, and time specified below to testify in the above case.

PLACE OF TESTIMONY	COURTROOM
	DATE AND TIME

YOU ARE COMMANDED to appear at the place, date, and time specified below to testify at the taking of a deposition in the above case.

PLACE OF DEPOSITION	DATE AND TIME
---------------------	---------------

YOU ARE COMMANDED to produce and permit inspection and copying of the following documents or objects in your possession, custody or control at the place, date and time specified below (list documents or objects):

See attached Exhibit 1


PLACE Harvey & Battey 1001 Craven Street Beaufort, SC 29901	DATE AND TIME December 15, 2023 at 10:00 a.m.
--	--

YOU ARE COMMANDED to permit inspection of the following premises at the date and time specified below.

PREMISES	DATE AND TIME
----------	---------------

ANY SUBPOENAED ORGANIZATION NOT A PARTY TO THIS IS HEREBY DIRECTED TO RULE 30(b)(6), SOUTH CAROLINA RULES OF CIVIL PROCEDURE, TO FILE A DESIGNATION WITH THE COURT SPECIFYING ONE OR MORE OFFICERS, DIRECTORS, OR MANAGING AGENTS, OR OTHER PERSONS WHO CONSENT TO TESTIFY ON ITS BEHALF, SHALL SET FORTH, FOR EACH PERSON DESIGNATED, THE MATTERS ON WHICH HE WILL TESTIFY OR PRODUCE DOCUMENTS OR THINGS. THE PERSON SO DESIGNATED TESTIFY AS TO MATTERS KNOWN OR REASONABLY AVAILABLE TO THE ORGANIZATION

I CERTIFY THAT THE SUBPOENA IS ISSUED IN COMPLIANCE WITH RULE 45(c)(1), AND THAT NOTICE AS REQUIRED BY RULE 45(b)(1) HAS BEEN GIVEN TO ALL PARTIES.

	December 1, 2023	Bess J. DuRant
Attorney/Issuing Officer's Signature Bess J. DuRant 1325 Park Street, Suite 100, Columbia, SC 29201, (803) 722-1100 Attorney for Plaintiff	Date	Print Name

PROOF OF SERVICE

SERVED	DATE	FEES AND MILEAGE TO BE TENDERED TO WITNESS UPON DAILY ARRIVAL <input type="checkbox"/> YES <input type="checkbox"/> NO AMOUNT \$
	PLACE	
SERVED ON		MANNER OF SERVICE
SERVED BY		TITLE

DECLARATION OF SERVER

I certify that the foregoing information contained in the Proof of Service is true and correct.

Executed on _____

SIGNATURE OF SERVER

ADDRESS OF SERVER

Rule 45, South Carolina Rules of Civil Procedures, Parts (c) and (d):

(c) Protection of Persons Subject to Subpoenas.

(1) A party or an attorney responsible for the issuance and service of a subpoena shall take reasonable steps to avoid imposing undue burden or expense on a person subject to that subpoena. The court on behalf of which the subpoena was issued shall enforce this duty and impose upon the party or attorney in breach of this duty an appropriate sanction, which may include, but is not limited to, lost earnings and a reasonable attorney's fee.

(2)(A) A person commanded to produce and permit inspection and copying of designated electronically stored information, books, papers, documents or tangible things, or inspection of premises need not appear in person at the place of production or inspection unless commanded to appear for deposition, hearing or trial. A party or an attorney responsible for the issuance and service of a subpoena for production of books, papers and documents without a deposition shall provide to another party copies of documents so produced upon written request. The party requesting copies shall pay the reasonable costs of reproduction.

(B) Subject to paragraph (d)(2) of this rule, a person commanded to produce and permit inspection and copying may, within 14 days after service of the subpoena or before the time specified for compliance if such time is less than 14 days after service, serve upon the party or attorney designated in the subpoena written objection to inspection or copying of any or all of the designated materials or of the premises—or to producing electronically stored information in the form or forms requested. If objection is made, the party serving the subpoena shall not be entitled to inspect and copy the materials or inspect the premises except pursuant to an order of the court by which the subpoena was issued. If objection has been made, the party serving the subpoena may, upon notice to the person commanded to produce, move at any time in the court that issued the subpoena for an order to compel the production. Such an order to compel production shall protect any person who is not a party or an officer of a party from significant expense resulting from the inspection and copying commanded.

(3)(A) On timely motion, the court by which a subpoena was issued, or regarding a subpoena commanding appearance at a deposition, or production or inspection directed to a non-party, the court in the county where the non-party resides, is employed or regularly transacts business in person, shall quash or modify the subpoena if it:

(i) fails to allow reasonable time for compliance; or

(ii) requires a person who is not a party nor an officer, director or managing agent of a party, nor a general partner of a partnership that is a party, to travel more than 50 miles from the county where that person resides, is employed or regularly transacts business in person, except that, subject to the provisions of clause (c)(3)(B)(iii) of this rule, such a person may in order to attend trial be commanded to travel from any such place within the state in which the trial is held; or

(iii) requires disclosure of privileged or otherwise protected matter and no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) If a subpoena:

(i) requires disclosure of a trade secret or other confidential research, development, or commercial information, or

(ii) requires disclosure of an unretained expert's opinion or information not describing specific events or occurrences in dispute and resulting from the expert's study made not at the request of any party, or

(iii) requires a person who is not a party nor an officer, director or managing agent of a party, nor a general partner of a partnership that is a party, to incur substantial expense to travel from the county where that person resides, is employed or regularly transacts business in person, the court may, to protect a person subject to or affected by the subpoena, quash or modify the subpoena or, if the party in whose behalf the subpoena is issued shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship and assures that the person to whom the subpoena is addressed will be reasonably compensated, the court may order appearance or production only upon specified conditions.

(d) Duties in Responding to Subpoena.

(1)(A) A person responding to a subpoena to produce documents shall produce them as they are kept in the usual course of business or shall organize and label them to correspond with the categories in the demand.

(B) If a subpoena does not specify the form or forms for producing electronically stored information, a person responding to a subpoena must produce the information in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) A person responding to a subpoena need not produce the same electronically stored information in more than one form.

(D) A person responding to a subpoena need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or to quash, the person from whom discovery is sought must show that the information sought is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(6)(B). The court may specify conditions for the discovery.

(2)(A) When information subject to a subpoena is withheld on a claim that it is privileged or subject to protection as trial preparation materials, the claim shall be made expressly and shall be supported by a description of the nature of the documents, communications, or things not produced that is sufficient to enable the demanding party to contest the claim.

(B) If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester or destroy the specified information and any copies it has and may not use or disclose the information until the claim is resolved. A receiving party may promptly present the information to the court under seal for a determination of the claim. If the receiving party disclosed the information before being notified, the receiving party must take reasonable steps to retrieve the information. The person who produced the information must preserve the information until the claim is resolved.

Exhibit 1

1. Any and all documents and correspondence related to 24 Widewater Road, Hilton Head Island, South Carolina.
2. Any and all emails and text messages between you and Craig Bright from January 1, 2023 to the present.
3. Any and all documents, correspondence, emails, and text messages regarding Craig Bright from January 1, 2023 to the present.
4. Any and all documents, correspondence, emails, and text messages regarding your being a witness at the trial of this action.

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM BEAUFORT COUNTY
Court of Common Pleas
The Honorable Jocelyn Newman, Circuit Court Judge

Case No. 2025-002577

Diana Janura f/k/a Diana Bright.....Appellant,

v.

Craig Bright,.....Respondent.

Exhibit G

***MEMORANDUM OF LAW REGARDING
APPEALABILITY OF ORDERS***

Hearing Transcript, Feb. 19, 2025

STATE OF SOUTH CAROLINA
COURT OF COMMON PLEAS
COUNTY OF BEAUFORT

DOCKET NUMBER
2020-CP-07-01753

DIANA JANURA F/K/A DIANA BRIGHT,)
)
Plaintiff,)
)
vs.)
)
)
CRAIG BRIGHT,)
)
Defendant.)
)

February 19, 2025

MOTIONS HEARING

B E F O R E:

The Honorable Jocelyn Newman, Presiding Judge.

C O U R T:

South Carolina Circuit Court 14

T R A N S C R I B E D B Y:

Barbie Teboe, Transcriber

Legal Eagle
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Attorney for the Defendant

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P R O C E E D I N G S

(Whereupon, the following proceedings started at 0:25:55)

THE COURT: This is Diana Janura versus Craig Bright,
2020-CP-07-01753.

Yeah, court administration was probably confused as to
why I asked for jurisdiction on a week that I already had
jurisdiction, but here we are.

I don't know if we're waiting on anybody or -- I see
Ms. Durant, Mr. Sowell, and Mr. Novak.

MR. NOVAK: I don't believe we're waiting on anybody from
my side.

THE COURT: Okay.

MR. NOVAK: If Ms. Durant -- (indiscernible).

THE COURT: All right. Pause. Something is wrong with
my sound.

(Pause for technical issues.)

THE COURT: Okay. Good.

MR. NOVAK: So you have --

THE COURT: Mr. Novak, you were going to say something?
Yes, sir.

MR. NOVAK: Can you hear me now?

THE COURT: I can.

MR. NOVAK: Okay. Sorry to echo a Verizon commercial.

THE COURT: I remember those. Nobody else seems to
remember those. Can you hear me now? Good.

1 MR. NOVAK: We are all -- we have everybody from our
2 side. So if Mr. Sowell and Ms. Durant are prepared to go
3 forward, we are.

4 MS. DURANT: And we are, Your Honor.

5 THE COURT: All right. Where do we start, folks?

6 MR. NOVAK: I think probably the first place to start is
7 the two motions regarding the Warrant of Attachment.

8 THE COURT: Okay.

9 MR. NOVAK: As the Court knows, the original warrant was
10 issued in November of 2023. We made a motion on
11 December 23rd, 2023, that it should be discharged and vacated.
12 Everything within that motion is still our position and I just
13 wanted to incorporate that into my argument.

14 But I'm going to focus a little bit more today on the
15 motions for reconsideration after the Court modified the
16 Warrant of Attachment. And by an amended order on October
17 17th, 2024, we made a timely motion to alter/amend. That was
18 filed on, I think, October 28.

19 And then the Court has not addressed that motion yet. We
20 filed a subsequent motion on December 19th, 2024, to
21 alter/amend. That essentially argues that the terms that were
22 addressed in the Motion for Reconsideration from October
23 should be further modified because of changes in
24 circumstances, primarily based on the sale of and disposition
25 of Mr. Bright's house, as was addressed in the modification of

1 the warrant.

2 So the - this is really kind of a fairly simple matter
3 from our standpoint, beyond kind of the issues that we raised
4 initially. The purpose of a warrant of attachment, Your
5 Honor, is to prevent a party from dissipating specific assets,
6 or moving them to an inaccessible place, and not generally
7 constrain a party from paying monthly expenses, you know,
8 instead of securing and, you know, paying monthly expenses or
9 kind of living their life to secure an unliquidated,
10 contested, tort claim.

11 In this case, the Warrant of Attachment filed on October
12 17th, 2024, the modified warrant, continues to do that,
13 despite Mr. Bright already securing assets in my firm's trust
14 account to satisfied a very large judgment. There is
15 currently \$2,694,834.21 in my firm's trust account. The --
16 that amount is the combination of the proceeds of the sale of
17 his home, the Widewater Home that was addressed in the
18 warrant, as well as \$500,000 that was previously put in there,
19 specifically put in place to secure any judgment -- to pay any
20 judgment on behalf of -- that happens to occur on behalf of
21 Ms. Janura. And that, Your Honor, was a -- the result of a
22 negotiation with Mr. Bright before I got involved in the case
23 with a homeowner's insurance policy. They took the policy
24 proceeds and put that into the trust account right about when
25 we got involved, in the event that Ms. Janura gets a judgment

1 for settlement in this matter. And specifically for that, it
2 cannot go to be paid for legal fees. It is specifically there
3 for that purpose. So that's pretty extraordinary, Your Honor,
4 in a case, to have an unliquidated, contested tort claim
5 secured by \$500,000, let alone, now, you know, almost \$2.7
6 million.

7 The -- so we're asking for a modification of the Warrant
8 of Attachment in a couple specific requests -- specific
9 aspects. And I don't know if Your Honor has a copy of the
10 warrant -- of the order in front of you, but Paragraph 2 --

11 THE COURT: I do.

12 MR. NOVAK: -- addresses -- I'm sorry -- Paragraph 3
13 specifically -- 3(a) addresses Mr. Bright's -- the sale of
14 Mr. Bright's home. That is no longer an issue. That home was
15 disposed of and those proceeds are within my firm's trust
16 account. So we would ask that that be taken off.

17 And in light of the \$2.7 million dollars that's sitting
18 in the -- my firm's trust account, pursuant to the
19 restrictions of the Warrant of Attachment, we ask that
20 Mr. Bright -- Paragraph 2, addressing Mr. Bright's Charles
21 Schwab account, that that be lifted entirely. You know, \$2.7
22 million in this account in this instance is sufficient and
23 extraordinary to secure any potential judgment.

24 And so as you may recall, Mr. Bright uses that trust --
25 that Charles Schwab account to trade -- he's an active trader

1 of stocks and securities. And that's essentially how he makes
2 his money. And so he -- right now, that is a closed system,
3 so he can now trade in it, but he can't take any funds out of
4 it for daily or monthly expenses, such as child support, to
5 pay his taxes, and things like that. So the -- any proceeds
6 he makes in that account now, he cannot use.

7 I'd also point out that my Firm's Trust account doesn't
8 bear any interest. So you've got \$2.7 million sitting in a
9 trust account in an environment where you're seeing 5, 6, 7
10 percent interest rates, easily knocking any interest. And so
11 it's just sitting there. And we think that's unfortunate as
12 well.

13 But we ask that he be able to access the Charles Schwab
14 account and then have those restrictions lifted.

15 THE COURT: Let me -- let me correct you, just for
16 purposes of the record.

17 MR. NOVAK: Yeah.

18 THE COURT: I hope that your trust account really does
19 bear interest, it's just not payable to --

20 MR. NOVAK: That might be the case, Your Honor. Thank
21 you.

22 THE COURT: Right.

23 MR. NOVAK: Separate.

24 THE COURT: Yeah. All monies held in trust are supposed
25 to be in an IOLTA account.

1 MR. NOVAK: Yes, they are.

2 THE COURT: So -- right.

3 MR. NOVAK: My mistake.

4 THE COURT: It does bear interest.

5 MR. NOVAK: Thank you for correcting me.

6 THE COURT: It just goes to the Bar Foundation and other
7 charitable organizations. Okay.

8 MR. NOVAK: Thank you, Your Honor. I also need to be
9 saved from myself. So I appreciate it.

10 THE COURT: Right. You're welcome.

11 MR. NOVAK: So Paragraph 3(b) and (c) address
12 Mr. Bright's boat and motor vehicles. We think, again, within
13 the -- in light of the money in the trust account, that those
14 restrictions should be lifted. And that -- Paragraphs 4 and
15 5, that our requests for the restrictions on his business
16 entities and assets also be lifted.

17 The (indiscernible) of our position here, Your Honor, is
18 that the Warrant of Attachment does not permit Mr. Bright to
19 access funds to pay his monthly expenses. He is being heavily
20 burdened and constrained by not being able to pay utility
21 bills and things like that through the money that is outside
22 of that trust account and through his -- through the
23 operations of his business and life normally. So we'd ask
24 that those restrictions be lifted.

25 The warrant also provides that plaintiff must approve all

1 transfers, sales, or disposals of any real property, personal
2 property, or assets. We believe that that is overly
3 restrictive as well. And we would ask that a value threshold
4 be placed on that. Right now, that's all personal property,
5 Your Honor. So, you know, we would ask that that value
6 threshold be placed at \$25,000; anything in excess of that,
7 he's got to get permission for. Because I don't know if that
8 was the Court's intent, that every time he did anything that
9 the plaintiff had to sign off on it. So we would also ask
10 that that be -- that that be modified to reflect some type of
11 value threshold, and we would suggest \$25,000.

12 THE COURT: Okay. Good enough.

13 All right. That's it, Mr. Novak?

14 MR. NOVAK: Yes. You know, again, we incorporated all of
15 our original, kind of, you know, motion -- regarding the
16 motion to discharge. But other than that, yes, Your Honor.

17 THE COURT: Okay.

18 All right. So Mr. Sowell, Ms. Durant, at this point, you
19 know, it's of course, a moving, ever-changing landscape, but
20 at this point, the Widewater home has been sold, that money's
21 in trust in addition to the \$500,000.

22 So is this \$2.7 million not sufficient? I mean, the --
23 in other words, I'm asking, at least the Court was more
24 concerned when he might sell this and he might sell that. And
25 you don't want all the assets gone and him just liquidating

1 everything. But now we've got certain cash secured. Can we
2 not let him go on it -- everything else?

3 MS. DURANT: May it please the Court, Your Honor.

4 THE COURT: Yes, ma'am.

5 MS. DURANT: Bess DuRant, on behalf of Diana Janura.

6 And the short answer to your question is, "No." And let
7 me explain why. We just found out -- and in your amended
8 order regarding the Warrant of Attachment, you said that
9 Mr. Bright has to verify all of his answers to
10 Interrogatories, one of which was to list all of your bank
11 accounts. And then you also, in your amended order, said,
12 "Mr. Bright, you have to verify not only your answers to
13 Interrogatories, but you're going to have to verify your list
14 of all the entities you want." He has done neither.

15 We have -- and that's crucial, crucial for our net worth
16 calculation, because we've got Mark Hobbs, and Mr. Bright is
17 just refusing to verify all the bank accounts he owns.

18 Now, what -- why is that so important? We Venmoed -- I
19 mean, we subpoenaed Venmo, and lo and behold a brand new bank
20 account pops up from JP Morgan. So all of our fears regarding
21 Mr. Bright are coming to fruition. They keep happening over
22 and over and over. He bought -- he represented in his motion
23 that they paid -- that his ability to lend money has been
24 frozen -- or not frozen, but essentially, he can't lend -- or
25 he can't get any money any more through a loan. Well, then, a

1 few months later, he goes out and buys a \$370,000 Ferrari.
2 The question becomes, "Where in the world did he get that
3 money if all his accounts are frozen?"

4 Which leads us to the conclusion that he's got cash or
5 another bank account bank accounts, plural, that he's not
6 disclosing to us. And that prevents us from calculation, not
7 only net worth, but just blatantly violating not only your
8 initial warrant, then your amended order regarding the
9 warrant, and then your order on various discovery motions
10 dated May 20th of 2024, which you ordered him to disclose all
11 of his net worth. He is still actively hiding assets from us.

12 And I hear Mr. Novak's point that they've got \$2.7
13 million in trust, but we believe the punatives in this case
14 are going to be substantial; we believe the actuals are going
15 to be substantial. In Beaufort County -- I know I've probably
16 said this until I'm blue in the face, there's a \$50 million
17 verdict on a defamation case. So, no, those monies are
18 insufficient.

19 And, then, when you look at Mr. Bright's repeated,
20 repeated violations of your -- your orders, Your Honor, we
21 just can't let this warrant be gutted, because it's the one
22 thing that's protecting Mr. Bright from running off to -- now,
23 I'm not saying he's going to do this, but we have a fear that
24 he is going to run off, dump cash out of state, dump cash in,
25 you know, Caymans Islands, whatever, because he's already sent

1 an email to John Boretta, his banker, saying, you know,
2 deplete myself and make myself judgment proof. And he's going
3 to dump money in LLCs.

4 So the answer -- the short answer to your question is,
5 "No," about the \$2.7 million.

6 But if I may --

7 Do you have any other further questions? Or may I
8 address Mr. Novak?

9 THE COURT: No. Whatever you would like me to know.

10 MS. DURANT: Okay.

11 Well, what Mr. Novak did is he combined 2 motions. One
12 was a Motion for Reconsideration that he filed on October
13 30th, 2024. And I agree with him that that was timely filed.
14 But he -- the grounds under that motion are not what he just
15 argued to you today.

16 What he did -- or what Barnwell Whaley did was then they
17 filed a second motion for consideration dated December 19th,
18 2024, which was untimely. It is an improper successive of
19 Rule 59(e) motion for which there's a plethora of case law
20 that says you can't do that. And then the substance of that
21 second motion for reconsideration is what he just articulated
22 to you, which is that, you know, he wants the restrictions --
23 Mr. Bright wants the restrictions from Charles Schwab to be
24 lifted in full. He wants the boat and the motor vehicles to
25 be released from the warrant. And he wants all restrictions

1 from the business entity and assets to be lifted in full. In
2 other words, this is just another motion to vacate the
3 warrant. He wants to gut the warrant. And that motion, Your
4 Honor, is untimely. It is barred as a matter of law; not only
5 under Rule 59(e), but as, you know, just the common law that
6 says you cannot file successive Rule 59(e) motions. And
7 that's what Mr. Bright has done.

8 Now, regarding the motion that was timely filed, we say
9 that, procedurally, it's still improper because none of the
10 grounds in the rule in the timely filed, Rule 59(e) motion,
11 were argued to you. None of them. Not one. They've -- so
12 they've -- I think this is the third time today that I've
13 heard that this warrant is excessive. They've probably -- or
14 I'm sorry, not excessive; extraordinary motion -- their motion
15 to vacate, their motion to -- or their counter claims, and now
16 their motions for reconsideration.

17 You have successively ruled that the warrant is going to
18 stand. So when they argue in the timely filed motion that the
19 defendant is financially crippled and that the warrant has --
20 and this is quote -- the warrant has "frozen Bright's ability
21 to borrow money for himself and his business."

22 But like I just said, he bought a \$370,000 Ferrari.

23 He -- we believe he pays about \$7,000 a month in rent.
24 We know he spends thousands of dollars on drugs each month
25 according to a Facebook post that he made. We saw a picture

1 of him in Paris during the Olympics. We saw him at a safari
2 in Africa. And we saw him in box -- or what he called "owner
3 seats" at U2 in the Sphere in Las Vegas. So while the warrant
4 might cripple my lifestyles -- monthly expenses, it cannot
5 cripple his, because he's going out living an -- to use the
6 word extraordinary -- extraordinary life. So his monthly
7 expenses, to claim that they are somehow impacted, it might be
8 true, but it's because he lives such the extraordinary
9 lifestyle.

10 So respectfully, I don't think you can consider any of
11 the grounds in the motion that Mr. Bright filed in January --
12 I'm sorry -- December 19th, the second motion for
13 reconsideration. And the first motion for reconsideration,
14 Your Honor, those issues were never presented to you. So as a
15 matter of law, that motion should be denied as well.

16 THE COURT: Okay.

17 Well, to be fair, the extraordinary remedy argument has
18 been made consistently. And I'm trying to skim this motion
19 right now. I do see the word "extraordinary" in the October
20 28th motion, although it's not referring to -- it's not used
21 in the same context, necessarily. But that's been their
22 position all along.

23 MS. DURANT: Sure.

24 THE COURT: And this motion does contain the arguments.
25 He -- it doesn't permit him to access funds.

1 Listen, he might live a lavish lifestyle, but is he not
2 entitled to do that?

3 MS. DURANT: Sure. Absolutely. But he's got the
4 resources because he paid \$370,000 for a Ferrari after his
5 assets had been frozen. I find it somewhat incredible to
6 argue he cannot pay monthly expenses when he's buying a
7 \$370,000 car.

8 THE COURT: Sure. And maybe that's not quite accurate,
9 that he's unable to pay monthly expenses. But irrespective of
10 that, should he not as a free, American citizen have the
11 authority to do with his money what he wants to, whether it's
12 buy a \$370,000 Ferrari or spend \$3.7 million on a new home?

13 MS. DURANT: Any other case, yes. But we've got the
14 Boretti email where he says he's going to deplete his
15 individual self from assets and he's going to put all the
16 money in the LLCs. Had he not uttered that and had he not
17 uttered in the jailhouse phone calls to his mother that he was
18 going to deplete himself of assets, different story. If he
19 had not broadcast to third parties that he wanted to make
20 himself judgment-proof, I might tend to agree with you. But
21 this is a different case.

22 THE COURT: But isn't that where supplemental proceedings
23 come in and -- I mean, there are plenty of people who have
24 judgments against them that are judgment-proof -- or claim to
25 be. Right? And then you go before the Master in Equity or a

1 special referee or even the circuit court perhaps, and have
2 those supplemental proceedings to figure out, where is your
3 money; where did it go?

4 I mean, I just feel like we've already made some headway
5 in securing \$2.7 million. That's above and beyond. That's
6 extraordinary in itself. Do we need to tie him up any
7 further?

8 MS. DURANT: I've -- I have to -- well, one, we're not
9 tying him up any further. The Warrant of Attachment is what
10 we've been operating under since November 29th, 2023. And he
11 still had, you know, assets, resources at his hands to do what
12 he wants to do. He is not being tied up.

13 And with respect to your question of supplementary
14 proceedings, again, I think that's fair in a regular tort case
15 when you do not know -- when the plaintiff does not know that
16 the defendant is actively concealing, hiding assets.

17 And I've been back to this point that we just found about
18 a new bank account at JP Morgan. I mean, that -- to me that's
19 just repeated, pattern, continuous, whatever you want to call
20 it. He is continuing to thumb his nose at the court orders.
21 And if he's willing to do it after he's been busted, caught
22 red-handed, my fear is, what is going to happen when there's
23 not a court order holding his feet to the fire.

24 Now, if he's going to keep violating the order -- and I
25 think that's a problem for us to deal with down the road, the

1 warrant -- but to let him out from under it because all he's
2 done is bad behavior? It's almost, in my mind, sanctioning
3 his conduct. Now that might be a statement too far, but I'm
4 not really sure it is. We keep proving his violations of your
5 warrant, which goes a little bit to our Motion to Strike. But
6 I beat that dead horse a little too much with you this
7 morning.

8 THE COURT: Well, I just think the Warrant of Attachment
9 is not meant to be punitive. And so to the extent that he's
10 violated certain orders, that he's not fully participated in
11 discovery; there are other remedies for that. There are
12 contempt remedies and, you know, maybe striking an answer.
13 Who knows? We'll get there. But the Warrant of Attachment's
14 not meant to be punitive. So to the extent that it -- you
15 would argue it needs to stay in place because he's violated
16 other court orders, I don't know that that's an acceptable
17 argument.

18 MS. DURANT: I -- he -- I like your pushback there. I
19 like it, because it triggered another thought of mine.

20 THE COURT: Yes, ma'am.

21 MS. DURANT: And I apologize if I'm just talking like
22 we're discussing something.

23 THE COURT: No, it's fine.

24 MS. DURANT: But, you know, Mr. Novak said something to
25 the affect of, "Well, he can't pay this; he can't pay that;

1 he's constrained." We have no evidence of that. There is no
2 affidavit from a CPA, there's no affidavit from a financial
3 advisor, nothing.

4 Now, I've had all faith in Mr. Novak. But do I have any
5 faith that his client's telling the truth? None. And for --
6 I mean, we just have no evidence that he's being constrained.
7 I don't think it's punitive. But it is -- it does serve as a
8 measure to protect a plaintiff from the defendant fleeing the
9 state -- which he's already done. He's already admitted he's
10 in Chicago -- and absconding with his assets. And he is
11 actively engaging in running away from South Carolina with his
12 assets.

13 This JP Morgan -- Ms. Kelly, our paralegal, looked up JP
14 Morgan yesterday on the Secretary of State's website in South
15 Carolina. They have no physical presence here. That's where
16 his money his -- upon information we believe. We don't have
17 the documents yet.

18 THE COURT: Sure.

19 MS. DURANT: But when we talked to the gentleman at JP
20 Morgan, he was going to try to get us some documents before
21 this hearing, but he just couldn't do it. But that's not in
22 South Carolina. The warrant is to protect our client,
23 Ms. Janura.

24 THE COURT: Mr. Novak, let me hear from you.

25 MR. NOVAK: Thank you, Your Honor.

1 There are a couple points I want to hit there. And I
2 first point out that this reply brief that raised the JP
3 Morgan account and these allegations, I didn't get that until
4 this morning because it came through last night while I was in
5 a meeting. And so, you know, to the extent that the Court
6 would like a reply or allow us to respond to that, we'd ask
7 for some time to do that.

8 But I don't necessarily know -- I think Ms. DuRant kind
9 of is making my case for me in a certain sense in that, you
10 know, our position is that these allegations of violations of
11 orders and things like that and whether Mr. Bright is credible
12 or telling the truth, all of that, you know, we can get into
13 that specifically on the particular orders. But she's kind of
14 putting the cart before the horse in a large respect. You
15 know, our position is that, you know, these allegations -- and
16 we can talk about them when we talk about this motion to
17 strike -- are unfounded and baseless in that Mr. Bright hasn't
18 violated the orders. So you know, she's arguing from a
19 position where, by putting the cart before the horse, that
20 Mr. Bright is guilty; that Mr. Bright had violated -- that her
21 client's entitled to some kind of claim -- you know, some kind
22 of damages.

23 This is a -- as the Court knows from the 35 plus motions
24 that have been filed, it's a pretty highly contested claim.
25 It has been for a while. And so this idea that we're --

1 you're -- that the Warrant of Attachment to your point should
2 be punitive and should do -- you know, secure the biggest
3 verdict that they could possibly get -- is unfounded. That's
4 not the purpose of a Warrant of Attachment. The purpose of a
5 Warrant of Attachment, if you go back and look at the statute
6 and the cases, it's -- if you're trying to take a train car
7 from South Carolina out of state and somebody's got a lien on
8 the train car, you know, the Court can say, "Go bring that
9 train car back," or "you can't move it." It's, you know,
10 specific assets that are threatened to be moved out of the
11 state, anticipated.

12 Now, in this case, and we, again, we've got a highly
13 contested tort claim. You know, there's been no finding
14 against Mr. Bright for anything. He's already got \$2.7
15 million secured, which is extraordinary.

16 And so, you know, we -- I would also point out that the
17 two pillars on which this warrant -- the evidence -- the --
18 this Warrant of Attachment was based is a phone call that
19 Mr. Bright had with his mother in -- when he was incarcerated,
20 saying that he's going to get out of town for a while. We
21 tend to, you know, skip over that. And the idea that he
22 wanted to get away -- Ms. Janura wants -- as repeatedly has
23 argued, that she wants him out of his life -- out of her life.
24 And he's trying to get -- he's trying to leave the situation
25 so that there's no more conflict directly. And she's trying,

1 then, to use it against him.

2 And the second piece of evidence was that he was -- that
3 he listed his house for sale. That house has not sold. So,
4 you know, the two pieces of evidence on which the Warrant of
5 Attachment was originally based, are -- we -- as we argued in
6 our motion to discharge, not sufficient, but one of them has
7 at least gone away. The -- Ms. DuRant tends to -- is basing
8 her argument on that her client needs to secure this because
9 this might happen or they have a fear that this is going to
10 happen. That is not the basis for constraining Mr. Bright's
11 assets, particularly when he's got the \$2.7 million in the
12 trust account which can't be moved.

13 So the -- I would also point out that these claims of
14 paying the car -- buying a Ferrari, or traveling to the
15 Olympics, or, you know, going to those things, a lot -- the
16 dates on those activities, I'd be -- I don't have them in
17 front of me, but if Ms. DuRant does, I would love to see
18 those. Because we're talking about a constraint over time on
19 somebody -- this Warrant of Attachment's been in place since
20 November 2023, right. So we are a year and a half into this
21 at this point. And Mr. -- and the circumstances has changed.
22 Mr. Bright has put down \$2.7 million into the trust account.

23 The -- to the point that there was no evidence that he's
24 being constrained, Mr. Bright filed an affidavit with our
25 original motion -- in support of our original motion, which

1 sets forth how this Warrant of Attachment is going to and will
2 affect him -- that has affected him in that period -- in the
3 one-month period of time. So there is evidence there.

4 And I think that it's -- you know, I know we don't have
5 *res ipsa loquitur* here in South Carolina, but, you know, the
6 thing kind of speaks for itself when you've got such onerous
7 provisions restricting somebody's freedom to operate when
8 there is no judgment against them, they've not been
9 incarcerated, no jury has found them guilty of anything; there
10 are no sanctions in place for, you know, any punitive aspect
11 that would be this -- though that is entirely inappropriate.
12 So all of this is putting the cart before the horse, Your
13 Honor.

14 To the jurisdictional grounds regarding the filing of
15 motion, our position is that the Rule 59 motion was timely
16 filed. Ms. DuRant agrees with that. It addressed -- if you
17 look at it, paragraphs 3(a), (b), (c), (d), (e) and 4 of the
18 Warrant of Attachment, it made the same general arguments that
19 we made previously. It -- the only marked difference is the
20 change in circumstances from the sale of the house and placing
21 those \$2-point-whatever million dollars worth of proceeds into
22 the trust account and that change in circumstances.

23 So we would argue that because the Court had not heard
24 that Motion to Reconsider, that the second Motion to
25 Reconsider is appropriate. The Court can treat it as a

1 Memorandum in Support if they want to. The successive motions
2 for reconsideration are when a Motion for Reconsideration is
3 denied and then somebody tries to stay the time for an appeal
4 by filing a subsequent Motion for Reconsideration. It's not
5 applicable to this case in which the Court retains
6 jurisdiction over the motion because that Motion to Reconsider
7 was timely filed. So that 10-day period has been tolled.

8 It is -- maybe we should have formed it as a
9 supplemental, you know, Motion for Reconsideration, but we
10 think that that -- the Court can entirely consider it here.
11 And I think as everybody knows, we're trying to get this case
12 moving forward and address these issues. And we would argue
13 that that's an appropriate use, is whether the Court wants to
14 treat it as a memo, you could do that as well.

15 But I would also put in there that under the statute that
16 addresses warrants of attachment, 15-19-80 -- or 15-19.10 and
17 so forth; 15-19-300 specifically says that -- it provides for
18 motions to discharge or amend a Warrant of Attachment. So,
19 you know, we would also be able to move under that. And what
20 would result is that we're just going to file another motion
21 to have it heard and have to kick this can down the road when
22 we're here arguing and talking about the same items.

23 So we would ask that the Court modify the Warrant of
24 Attachment based on the change in circumstances, based on our
25 arguments, everything in our original motion.

1 And the last point I'll make, because I know the Court is
2 short on time, but the -- and there's a lot to talk about --
3 but the Court made the point that supplementary proceedings,
4 other things are available. The Statute of Elizabeth is
5 available for fraudulent transactions, anything like that. We
6 would argue that there are plenty of remedies available to a
7 plaintiff beyond access to \$2.7 million sitting in a trust
8 account if there potentially is some type of verdict or
9 decision above and beyond that. That -- this again, putting
10 the cart before the horse, getting to and assuming that there
11 is a verdict or assuming that the best case scenario for what
12 plaintiff wants to have happen, happens; I think is an
13 appropriate -- is an inappropriate way to look at a statute
14 that is for a very specific purpose.

15 Thank you, Your Honor.

16 THE COURT: Yes.

17 Ms. DuRant, anything else? Mr. Sowell?

18 MS. DURANT: Your Honor, just quickly.

19 I'd have to disagree with Mr. Novak's recitation of the
20 differences between his two motions for reconsideration. The
21 first motion just talks about -- actually, hold on -- that
22 he's taken extraordinary measures to put \$500,000 in escrow
23 and that he shouldn't have to give monthly statements from
24 Bennies, and that he has a threshold of \$25,000 to get our
25 approval.

1 It wasn't until the second Motion for Reconsideration
2 where he essentially asked for the warrant to be lifted. And
3 that he asked in Paragraph 2 for the restrictions on Charles
4 Schwab to be lifted in full. Paragraph 3(a), he wants the
5 warrant to be modified to reflect the sale of the residence;
6 Paragraph 3(b) and (c), he asked for the boat and the motor
7 vehicles to be released from the warrant; and 4 and 5 he wants
8 restrictions on all his business entities and assets to be
9 lifted in full. That's quite, quite different than the first
10 Motion for Reconsideration. That -- to me, those are
11 completely different. And I don't think you can turn his
12 second Motion for Reconsideration into some sort of memo or
13 supplemental memo.

14 Anyway. I'll be quiet in that retort. And thank you for
15 your time in these motions.

16 THE COURT: Absolutely.

17 Yes, sir.

18 MR. NOVAK: Quickly, Your Honor, if you look at the first
19 motion for reconsideration, the last sentence says, "For these
20 reasons and others which Bright may offer at future argument,
21 Bright respectfully moves the Court to alter/amend its order."

22 I think it's pretty clear that the intent of the motion
23 was there and we're not in that -- I think we're making a
24 distinction here without difference. And it's -- it serves
25 only to drag this case on further rather than have a

1 disposition of these issues at this point in time when we're
2 all here, prepared to talk about them.

3 THE COURT: Okay.

4 Before I announce my ruling on those two motions, let's
5 talk about the Motion to Strike the Answer, because that -- I
6 don't know, maybe could change things. Because if I were to
7 grant that, then she's entitled to some judgment. And that
8 might, I don't know, color my view in some manner.

9 Because you do have a point, Mr. Novak. At this point, I
10 mean, he -- there's no judgment against the man. He's just a
11 litigant just like any other litigant, any other party
12 defendant in a case. It may be different if he's in default,
13 though, because the answer's been stricken.

14 So let's talk about that, Ms. DuRant.

15 MS. DURANT: Thank you, Your Honor.

16 I'm going to ask Ms. Kelly to bring up your latest
17 amended order, dated October 17th, 2024.

18 May she share our screen with you?

19 THE COURT: Yes.

20 MS. DURANT: Thank you.

21 (Pause.)

22 MR. NOVAK: Bess, this is the October 17th order?

23 MS. DURANT: Yes.

24 MR. NOVAK: Okay.

25 (Pause.)

1 MS. DURANT: I'm losing my voice, Your Honor. I'm
2 talking too much.

3 THE COURT: I can't imagine that.

4 MS. DURANT: Let me get some more water.

5 All right. Your Honor, this is your amended order from
6 the -- unfortunately, I had to miss the hearing. I think it
7 was with you, Mr. Sowell, Ms. Gimenez-Kaushik, Mr. Novak, and
8 Mr. Cooke.

9 THE COURT: I can't see it. I don't know if that's just
10 my screen. I just see a big, gray --

11 MR. NOVAK: I also cannot see it.

12 MS. DURANT: Okay.

13 THE COURT: Yeah. It's big, gray rectangle.

14 MS. DURANT: Technology can be your best friend or your
15 worst enemy.

16 THE COURT: So it is screen-sharing. And I initially saw
17 the WebEx page, but the document is not there. The cursor is
18 there.

19 Oh, there we go.

20 MR. NOVAK: I can see it.

21 MS. DURANT: Scroll up to the top, please, Ms. Kelly.
22 You'll see, Your Honor, this is your amended order --

23 THE COURT: Yes, ma'am.

24 MS. DURANT: -- from October 17th, 2024.

25 And I'm going to ask Ms. Kelly to scroll down -- and keep

1 going.

2 (Pause.)

3 MS. DURANT: You know, Your Honor, we seek a Motion to
4 Strike for the numerous violations, not only of your orders,
5 but of Warrants of Attachment which, to me, carried a much
6 greater -- I don't know -- substance to it.

7 But if you look at Paragraph 4 -- Ms. Kelly highlighted
8 it for you -- this is where you are enjoining Mr. Bright from
9 creating any entities because we have the fear that he's going
10 to syphon all of his funds into other LLCs or entities, which
11 he indicated he was going to do to Mr. Boretti.

12 Note that first highlight language of yours. It says --
13 I'm going to have to get up close because I don't have my
14 glasses on -- "Further, pursuant to this Court's order, on
15 November 21st, 2023, that defendant answer all discovery
16 regarding his net worth. Defendant is ordered to provide a
17 verified list of all entities to which he has any interest."

18 Let's just stop there. We have not received a verified
19 list of all his entities. And keep in mind, that's our big
20 fear. And he said he was going to do it in his email to John
21 Boretti.

22 Then you go on to say, "Defendant is to provide all
23 financial records and documentation of such entities." We
24 don't have those documents. We have some documents from
25 Bright Holdings. We have some bank statements from them. But

1 we went in the public record and found that he sold -- Bright
2 Holdings sold a \$1.1 million piece of property. We don't have
3 any of the documents related to that sale.

4 Apparently, he's also got additional property of Bright
5 Holdings for sale listed on the MLS, and we don't have any of
6 those documents. And that's just some of the documents we
7 don't have, which are pretty big zingers to me. If you are
8 divesting yourself of property in South Carolina and you're
9 not disclosing it? Big deal.

10 Then you go on to say, and this is kind of my big
11 (indiscernible) to the extent that's still a word, at the very
12 bottom, you say, "Defendant is once again ordered to answer
13 all discovery, specifically discovery to discover his net
14 worth, in accordance with this Court's prior order." You
15 already ordered him to do it. He's still not doing it. "And
16 he is further ordered to supplement and verify all discovery
17 pursuant to Rule 26(e) SCRPC."

18 I can't count how many times I have asked Mr. Bright to
19 verify his Answers to Interrogatories. You ordered him to do
20 it. He has not done it. And may I suggest it is exactly for
21 the reason like we just discovered with JP Morgan. I can't
22 say that, but I know -- I mean, answers verified takes about 5
23 minutes. He's refusing to do it.

24 Now, what Mr. Novak says in response is that the Rules of
25 Civil Procedure don't require that. That's just wrong. Rule

1 26(e) says you got to do it. Your order -- and I think it's
2 also in 33, it might say that you have to provide them under
3 oath. So not only do the Court rules require you to do, your
4 order of October 17th, 2024, says, "Mr. Bright, verify your
5 answers." In fact, you say, "Verify your discovery." You
6 don't even limit it to the answers. He refuses -- I'm going
7 to sound a little bit like Jackie Chiles from Seinfeld. But
8 he respectfully is devious, deceptive, and destructive to this
9 case. And this is it. I can't put this in bigger,
10 highlighted, sparkling, glowing letters, his refusal to verify
11 is disturbing to us.

12 Then, if you go down to Paragraph 5, Your Honor, you say,
13 "Defendant Craig Bright, including any entity in which he has
14 an interest, shall not remove any of his assets from South
15 Carolina." It's our understanding -- now, just our
16 understanding, we don't have definitive proof, that JP Morgan
17 has no physical presence in South Carolina. We know that he
18 now has a bank account there. And that it was connected to
19 his Venmo account in May of 2024, after your warrant.

20 We kept scratching our heads, going, "Where in the world
21 is he getting \$370,000 to buy a Ferrari?" I know you-all are
22 tired of hearing me say that. But it's stuff like this that
23 we go, "Something is going on. Something smells wrong in the
24 state of Denmark." And it's because he's refusing to give us
25 the information that you not only ordered in May 20th, 2024 --

1 actually you ordered it May -- November 2021 -- I'm sorry,
2 November 21, 2023, right before Thanksgiving when you had that
3 horrific day of motions with us. You told him -- or you told
4 Mr. Novak the following -- and this is from the transcript of
5 your November 21st, 2023 hearing.

6 Do you have it? Yeah.

7 Ms. Kelly's going to pull it up for you really quickly.

8 (Pause.)

9 MS. DURANT: And, again, this is a discussion between
10 you, me, and Mr. Novak in which you granted our motion to
11 compel about net worth.

12 MS. KELLY: Can you see this?

13 THE COURT: Yes.

14 MS. DURANT: Okay.

15 Just to give you prelude, we're discussing a time frame.
16 And I said, "Thirty days is, you know, fine, Your Honor."

17 But Mr. Novak goes on to say --

18 Hold on, let me slide down a little.

19 Show her what Mr. Novak said, please.

20 Can you see that, Your Honor?

21 THE COURT: Yes.

22 MS. DURANT: So he's asking, you know, "Five years, we've
23 got to give tax returns, load documents, all that stuff,"
24 because it's going to take time. And so 30 days. And then
25 for some reason we need additional time, we can contact the

1 Court.

2 And then look at your response, Your Honor, please.

3 (Pause.)

4 THE COURT: So you warned Mr. Bright, "don't drag your
5 feet." And that was at November 21st, 2023.

6 Now, I will gladly admit Mr. Bright has produced some
7 financial documents to us. But the law of reasonable
8 probabilities including his Venmo account, now we know about
9 his JP Morgan account. He's buying a fancy car. Where is the
10 money for all of that? Where's it coming from? It sure isn't
11 being reflected in the financial documents that we're getting.

12 So if Amy can go back -- or Ms. Kelly can go back to your
13 order. And back to Paragraph 5.

14 I'm sorry.

15 We contend that he is removing assets from the state of
16 South Carolina, specifically JP Morgan. You prevent him from
17 doing this. You also prevent him from knowingly reducing his
18 personal net worth. Again, we don't have evidence of it yet
19 because he's not giving it to us. But we sure do believe it's
20 happening, like I said, just based on the doctrine of
21 reasonable probabilities. Because he's getting money from
22 somewhere to live this extravagant lifestyle.

23 And, if we'll go back, please.

24 So, Your Honor, in the most recent order that you've
25 issued, he has violated it numerous times.

1 Now, let's look at the original Warrant of Attachment,
2 please, Ms. Kelly.

3 (Pause.)

4 MS. DURANT: This is the warrant that you issued, Your
5 Honor, November 29th, 2023.

6 And if you'll scroll down, please, Amy.

7 That part -- or (a) is his former residence over at
8 Widewater Way, I believe it's called. Now, let's get down to
9 his personal property in this section (b). Let's look at that
10 CrisCraft boat. You seized any and all right, title, and
11 interest of Craig Bright in his (ii), CrisCraft boat.

12 I got a telephone call from the Beaufort County Sheriff's
13 Office, telling me that somebody is trying to remove Mr.
14 Bright's boat. I emailed Mr. Novak and Mr. Cooke, and they
15 said, "Stop. Please stop." And I instructed -- well, I
16 didn't instruct. I told the sheriff, "Do whatever you've got
17 to do, but this warrant exists."

18 And then Mr. Bright himself emailed me about this
19 CrisCraft boat, claiming that it had damage to the boat,
20 damage to the dock. I never saw any evidence of it.

21 But the point here, Your Honor, is that what -- but for
22 law enforcement, that boat would be out of Beaufort County.
23 Luckily, the Sheriff's Office caught on and said, "Let me call
24 Ms. DuRant." And they dutifully called Ms. DuRant. And we
25 were able to at least stop that from getting out of Beaufort

1 County.

2 Now, point Number 3 might be the most egregious. All --
3 any of all right, title, and interest of Craig Bright and all
4 motor vehicles, including but not limited to a Bentley and a
5 Ferrari.

6 Amy, will you please pull it up -- the Ferrari?

7 (Pause.)

8 MS. DURANT: Now, Your Honor, this is a Facebook post
9 from Robert Moose Rini, who is Mr. Bright's personal friend,
10 his real estate agent, and now his car dealer. Fortunately,
11 my client's husband was just scrolling through Facebook and
12 found this, while your original warrant was still in play.
13 This is about as bold as it gets. You are using your friend
14 to sell your car on a public web page.

15 You see it's a 2017 Ferrari. Ms. Kelly highlighted it
16 below. This is Mr. Bright's car, and he tried to sell it
17 under the cover of night, through his best bud, Robert Rini.

18 All right. Let's go back to the Warrant of Attachment.

19 Under little (iii), he also sent -- Mr. Bright also sent
20 an email to Katherine Ferguson, our client's family court
21 lawyer, saying that he had the motorcycle sold, another
22 violation of your warrant.

23 (Pause.)

24 MS. DURANT: And now, if we can go back to your initial
25 order from May 20th, of 2024. I'm just trying to bring it

1 home.

2 (Pause.)

3 MS. DURANT: This is the order, Your Honor, that resulted
4 from the November 1, 2021 hearing. I mean, you can't be any
5 clearer. "Plaintiff's Fifth Motion to Compel -- and that's
6 the Motion to Compel regarding net worth -- is granted in
7 part. Plaintiff is entitled to all information sought in
8 Plaintiff's Fifth Motion to Compel, however, the time
9 limit --" You just limit it from 10 years to 4 years.

10 And then, again, you say, "They are due on December 21st,
11 2023. We are still here, asking for all net worth documents.
12 Still here. What's that, a year and a half later? And, you
13 know, it's not only orders that he's violating. He's
14 violating court rules and just the basic rules of fair play of
15 discovery.

16 Amy, can you bring back up that Facebook post?

17 Mr. Rini -- Robert Rini, I've subpoenaed him a while ago.
18 And Mr. Bright uses Mr. Rini. That Mr. Rini filed an
19 affidavit. I believe it was in support to dissolve the
20 warrant or in support of the counterclaims. I can't remember.
21 But when I subpoenaed Mr. Rini, Mr. Bright moved to quash the
22 subpoena. This guy is actively selling his house -- which was
23 at the time in violation of your warrant. Then he's actively
24 selling Mr. Bright's car for him.

25 And then after I found out about it, I sent a letter to

1 Barnwell Whaley and say, "Hey, please give me all documents
2 regarding this attempted sale." And I hear nothing. I have
3 not received one document from Mr. Rini; not one. He has
4 called me several times -- or not -- he's probably called me
5 twice. But he has uttered no objection to the subpoena. I
6 mean, Mr. Rini, as far as I know, he's ready to produce. But
7 the second we find some bad behavior regarding Mr. Rini,
8 motions to quash come down.

9 And the same thing is true with Chris Bright, who is Mr.
10 Bright's brother. He was trying to help get the boat moved
11 out of the jurisdiction of Beaufort County. Chris Bright owns
12 a boat part store. I don't know what Mr. Chris Bright was
13 planning on doing with Mr. Craig Bright's boat. But if you
14 look at Mr. Chris Bright's website, there is nothing about
15 repairing boats. But I moved -- or I subpoenaed him, and I
16 also asked Barnwell Whaley for documents regarding the
17 attempted removal of the boat from Mr. Bright's house and
18 received not one document about those -- that incident.

19 Dawn Costello, another person for whom we're having
20 trouble getting information from Mr. Bright from. We sent
21 Mr. Bright a discovery request for all communications with Ms.
22 Costello. He produced very minimal documents. I've seen many
23 more from Ms. Costello than from Mr. Bright. And I'm just
24 scratching my head, going, "Where are these documents between
25 Mr. Bright and Ms. Costello."

1 She's the one, Your Honor, that had those horrible things
2 said about her that Mr. Bright -- about their sexual
3 relationship, but also Mr. Bright represented that she was
4 going to be a witness for him in an email that -- or a text,
5 I'm sorry -- that he sent to our client, Ms. Janura. So if
6 you -- if the party himself is saying, "This person's going to
7 be a witness," I'm entitled to all kinds of discovery
8 regarding Ms. Costello; and I have yet to receive it.

9 Mr. Boretti, he's the gentleman that Mr. Bright sent the
10 email to say that he was going to render himself judgment-
11 proof. Now, Mr. Bright has produced the subpoenaed records to
12 us. But he's not taking down His Motion to Quash. And that
13 just might be a procedural thing that, if they take down their
14 Motion to Quash, then I know that they have produced
15 everything that they have with respect to Mr. Boretti. But
16 with the Motion to Quash still outstanding, I still don't know
17 if everything's been produced.

18 But same is true for Bright Holdings. Bright Holdings we
19 have subpoenaed and you have ordered Bright Holdings to
20 produce everything. Again, they have produced documents -- or
21 statements from South State and TD Bank. But we know that
22 Bright Holdings has sold real estate, including a parcel for
23 roughly \$1.1 million and have no documents regarding it.

24 And then, finally, I just kind of resort back to my
25 common sense, law or reasonable probabilities argument, which

1 is, due to defendant's continued disobedience of Court orders
2 and the Court's rules, we have every reason to believe that
3 there are other documents outstanding. For example, JP
4 Morgan, the attempted sale of the Ferrari, the attempted sale
5 of the boat, emails with John Boretti. And again, I go back
6 to my motif for the neon sign in blinding lights: there's a
7 reason he's not verifying his Answers to Interrogatories.
8 There's a reason he's not providing a verified list of all the
9 entities of which he has an interest.

10 And for those reasons, Your Honor, we request that you
11 strike his answer. His conduct is nothing but bad faith,
12 willful disobedience of your court's orders and these court's
13 rules, and gross indifference to the rights of Ms. Janura. I
14 believe we've satisfied every justification to strike his
15 answer and counterclaims because this behavior should not
16 receive the imprimatur of any court.

17 Thank you, Your Honor.

18 THE COURT: Thank you.

19 Mr. Novak.

20 MR. NOVAK: Thank you, Your Honor.

21 It's going to take me a couple minutes to go through
22 this, so I just wanted to let you know.

23 THE COURT: Yeah.

24 MR. NOVAK: -- before we get started. I know we've been
25 going for about an hour or so.

1 THE COURT: Actually. Yeah. Maybe this is a good 3-
2 minute break place.

3 MR. NOVAK: Okay.

4 THE COURT: Before you get into it. Yeah.

5 Let's just take 3 minutes. I'll be right back with you.

6 MR. NOVAK: Great.

7 (Recess from 1:28:37 to 1:33:02.)

8 THE COURT: Do we need to wait for Ms. Stratta?

9 MR. NOVAK: We can proceed.

10 THE COURT: I mean, I'm happy to wait. I just didn't
11 know.

12 MR. NOVAK: Maybe give her 30 seconds.

13 THE COURT: Yeah. Sure. That's fine.

14 MS. DURANT: Judge Newman, just for some housekeeping.

15 THE COURT: Yes, ma'am.

16 MS. DURANT: We filed -- and excuse me, I'm sucking on a
17 cough drop. But we filed memos in opposition to the motions
18 under consideration.

19 THE COURT: Uh-huh.

20 MS. DURANT: And -- okay. Just wanted to make sure you
21 got those and that you have our -- and you got our reply. I
22 think your law clerk replied to that.

23 THE COURT: Yes.

24 MS. DURANT: Reply to our Motion to Strike.

25 Perfect. That's all I wanted to clarify. Thank you.

1 MR. NOVAK: And along those lines, Your Honor, I'm going
2 to be -- in response to the Motion to Strike, we filed a memo
3 on the December 10th that goes through in pretty good detail
4 our responses to each one of the allegations filed in the
5 original Motion to Strike. The -- again, the reply memorandum
6 that we -- that was filed yesterday at, like, 4:26, I think.
7 I didn't get to read until this morning because I had other
8 commitments yesterday evening. So we would ask for 10 days or
9 something to -- some of that time to file a reply to that
10 because they include new allegations that weren't raised in
11 the motion -- original Motion to Strike.

12 THE COURT: Okay.

13 MR. NOVAK: Your Honor, I think that includes, I guess,
14 there was a subpoena to JP Morgan Chase, you know, we haven't
15 seen -- we have seen the response to -- JP Morgan Chase's
16 response. This is all a kind of new issue for me. So if
17 we've got 10 days to respond to that, I'd appreciate it.

18 THE COURT: Sure. Okay. No problem.

19 All right. Let me hear your arguments, Mr. Novak.

20 MR. NOVAK: All right. Thank you, Your Honor.

21 The -- I'm going to go back to my little theme from the
22 last argument, which is, with all due respect, I think
23 Ms. DuRant is putting the cart before the horse a bit on this
24 Motion to Strike. Because the Motion to Strike is based
25 largely on motions -- individual motions that are pending

1 before the Court regarding discovery.

2 I think she says in her reply brief that I did see -- or
3 in the original Motion to Strike that this is basically a
4 consolidation of a bunch of discovery motions that are -- have
5 been filed or are pending. And I'll go through those. And
6 they're gone through in our memorandum.

7 But we submit -- the defendant would submit that it would
8 be much better use of everybody's time to address those
9 motions prior to a universal motion to strike, particularly
10 when they involve Motions to Quash which have been filed
11 regarding subpoenas that have not been determined what the
12 extent to which the subpoenas are objectionable or not and
13 things like that. And this will make a little bit more sense,
14 I think, as we go through this. But --

15 THE COURT: Well, let me pause you here and ask whether I
16 should even be deciding this motion. And, of course, you saw
17 my email. And as I was going through the Motions for
18 Reconsideration, those were with respect to the Warrant of
19 Attachment. And then Ms. DuRant said, "Well, you also need to
20 hear this one." Sure. Fine. Except, should I? Because in
21 order to decide this Motion to Strike, do I not, by necessity,
22 have to make some decision on other pending motions that would
23 otherwise maybe be for --

24 MR. NOVAK: I think Your Honor's correct, in that, if you
25 go through their Motion to Strike and our reply -- our

1 response, you're going to get a list -- you have a list of
2 prior motions that are pending. And much of the behavior for
3 this speculative non-compliance is, as you heard Ms. DuRant
4 argue -- we sent a subpoena to Dawn Costello. They sent --
5 what I would argue is a very broad subpoena with a lot of
6 language regarding personal relationship Mr. Bright had with
7 another person. And Mr. Bright has a right to file a Motion
8 to Quash and have that Motion to Quash heard and disposed of
9 before a judgment is made about, you know, the Motion to
10 Quash.

11 So I think you're right in the sense that in order to
12 truly, you know, address this motion, you would have to go
13 through every single motion -- discovery motion that was
14 raised as a grounds for the Motion to Strike and make factual
15 determinations not only regarding whether, you know, plaintiff
16 was entitled to those documents -- well, you know, defendant
17 has also filed motions and plaintiff has filed Motions to
18 Quash as happens in discovery. But you have to make those
19 determinations, but then you would also have to make the
20 determination whether the -- Mr. Bright intentionally,
21 willfully did that -- you know, didn't comply and all of those
22 things, which are necessary to determine, you know, whether a
23 Motion to Strike should be granted or not. So I think we're
24 putting the cart way before the horse in this kind of
25 consolidated Motion to Strike which requires a lot of factual

1 determinations on a bunch of pending motions and things like
2 that. So if --

3 THE COURT: Yeah. So let's pause there and go back to
4 Ms. DuRant.

5 Yes, ma'am?

6 MS. DURANT: Your Honor, you can grant this motion to
7 strike based on the orders you already issued. I was just
8 gilding the lily, icing the cake, with all the other
9 obstacles, I'll put it politely, that Mr. Bright has pled
10 before us regarding discovery. You can't avoid he's not
11 verifying Answers to Interrogatories. You can't ignore he's
12 not producing a verified list of all the entities he owns.
13 You can't ignore he tried to sell his boat. You can't ignore
14 he tried to sell the Ferrari.

15 On that alone, he has violated three, count them,
16 three -- well, three with respect to net worth. He's violated
17 three of your orders. The other two, the boat and the car,
18 he's violated your Warrant of Attachment. That alone merits
19 striking his answer.

20 THE COURT: Without considering these other pending
21 motions?

22 MS. DURANT: Yes, Your Honor. I was just putting the
23 icing on the cake just to show how egregious it's become.

24 MR. NOVAK: That -- the issue with that, Your Honor, is
25 that's not the motion that Ms. DuRant filed. Ms. DuRant filed

1 a comprehensive motion that incorporates a lot of other
2 motions that are pending and other activities. And so I've
3 got to respond to everything. And so that draws us into a
4 discussion about all of -- and a determination of all of these
5 issues on all of these pending motions.

6 And we would -- obviously, we disagree with Ms. DuRant
7 that Mr. Bright has violated these three orders that she
8 refers to. But it still gets us to a position where, before
9 the Court right now, is a motion that includes a lot of facts
10 and a lot of argument, consolidating what I would argue is
11 probably, you know, a fairly long time to go through all of
12 this -- all of these things, and then have the Court make
13 factual determinations on whether they were complied, whether
14 this violated an order, whether it -- you know, was reasonable
15 or not. But then, also, to make those determinations as to
16 the intent Mr. Bright had in all of that -- and I've got a
17 motion that -- I've got to respond to all of these things. So
18 I don't know how the Court addresses it without addressing
19 everything.

20 MR. SOWELL: Your Honor --

21 MS. DURANT: Your Honor --

22 MR. SOWELL: I want to make one brief --

23 THE COURT: Yes, sir. Mr. Sowell?

24 MR. SOWELL: Can you hear me?

25 THE COURT: Yes, sir.

1 MR. NOVAK: I'm sorry. I can't hear Mr. Sowell.

2 MR. SOWELL: Okay. I'll come up there.

3 Mr. Novak is never able to hear me. So I'll try to --

4 THE COURT: You aren't as soft spoken.

5 MR. SOWELL: -- bring myself forward.

6 I don't know how Mr. Novak or Mr. Bright or anybody else
7 on that side can circumvent the Court's order over a year ago
8 that he verify his Answers to Interrogatories, that he provide
9 documents related to his net worth, a calculation of his net
10 worth.

11 So all of this about these Other Motions to Compel, these
12 subpoenas and all, that's one thing. But the other thing is,
13 he's just thumbing his nose at the Court. He's saying, "I do
14 not have to follow the South Carolina Rules of Civil
15 Procedure."

16 I've been reading, while we took the break, what I could
17 about verifications. Everybody who's ever pontificated about
18 that says they must be verified, as if that were necessary.
19 This is plain as a bell in the rules.

20 And, Your Honor, he's -- he just totally ignores the
21 Court's orders as if he is some sort of special person not
22 subject to the Court's orders.

23 Thank you.

24 THE COURT: Yes, sir.

25 Mr. Novak?

1 MS. DURANT: Your Honor, if I may tag along.

2 THE COURT: What's up?

3 MS. DURANT: I'm willing to strip the Motion to Strike of
4 all the discovery that you have not ruled on and limit just to
5 your orders.

6 THE COURT: Okay.

7 What say you, now, Mr. Novak?

8 MR. NOVAK: Well, I'd like to be clear as to what their
9 exact arguments are about orders outside -- and what they're
10 limiting it to.

11 And I still have the sense that -- you know, they make
12 the argument -- they make the argument about -- that they
13 raised regarding the provision of the JP Morgan documents,
14 their account doesn't comply with the order. You know, I've
15 not seen the JP Morgan documents. I've not been provided with
16 the subpoena response that they have. And I've got to address
17 that.

18 But also, much of their argument is that in not
19 responding to this discovery that we sent, he violated your
20 order. And so I don't know how we get to whether he violated
21 your order and what his intent was without analyzing whether
22 the discovery responses and pending Motions to Quash and all
23 of those things are resolved.

24 So I'm unsure (indiscernible) we proceed without dealing
25 with everything. And if the Court wants to deal with

1 everything, we can deal with everything. But I think it's a
2 much more intensive proceeding.

3 And again, Ms. DuRant's motion says, this motion is
4 essentially a consolidation of all of these other motions that
5 haven't yet been decided or are in different states of
6 disposition. So, you know, I don't know how -- see how we
7 separate the two.

8 THE COURT: Well, she starts out, "The Court issued
9 written orders granting plaintiff's first three motions to
10 compel an oral ruling, and he's disregarded all of that.
11 She's saying even if you stop there, but we can go on because
12 there are, you know, other things: the Warrant of Attachment
13 or whatever, I mean, without getting to all of the other
14 motions -- all the other discovery issues.

15 She's saying, "He's done enough already, even if we only
16 go with the orders that I've issued, the Warrant of
17 Attachment, the failure to verify discovery -- which is in the
18 rule. He was ordered to do it, ordered a second time to do
19 it. I mean, that either happened or it didn't, right? And
20 they don't have it; it -- I mean, it didn't happen. It hadn't
21 been produced. That in itself is a huge violation. She's
22 saying we don't even have to go to the rest of the stuff to
23 compel, you know, him to produce this, that or the other.

24 MR. NOVAK: What's Bess -- so what specifically am I
25 addressing, then? The warrant? The -- if Ms. DuRant could

1 tell me what specific things that she is maintaining in her
2 motion, outside of everything else, then I can address those.
3 But I'm at a loss with, you know, if he -- they allege that he
4 violated the order by not, you know, disclosing a net worth
5 document in discovery, then we've got to go look at the
6 documents that were disclosed and produced and see whether
7 they satisfied that or not.

8 And so I'm kind of at a loss as to what I'm responding to
9 at the moment. So if she could clarify that, maybe we can
10 proceed. But --

11 THE COURT: Let's do that. Yeah.

12 MS. DURANT: He violated the warrant on the amended order
13 by -- in the amended order, the Rules of Civil Procedure by
14 failing to verify his Answers to Interrogatories, he violated
15 the warrant by failing to verify his entities that he has an
16 interest in, he violated the Court's order by entering into a
17 contract to sell his house, he violated the Warrant of
18 Attachment by trying to sell the Ferrari under the cover of
19 night, he violated the warrant by trying to sell his
20 motorcycles and maybe even selling his motorcycles. He
21 violated the warrant by attempting the move the boat from his
22 property.

23 And I'll just leave it at that, even though we know --

24 And to clarify the record, Your Honor, we do not have a
25 response from JP Morgan. We don't have an official document

1 yet. We just received a phone call from JP Morgan saying that
2 they have documents and they want an extension.

3 So I'll just leave it at that for right now. And we can
4 argue all the discovery motions at a later time, but I
5 think -- actually, I think we can't because I hope you strike
6 the answer. But, I mean, just the violations of your orders
7 alone -- and the Court's Rules of Civil Procedure warrant
8 striking his answer and counterclaims. I'll make it that
9 simple.

10 THE COURT: Okay.

11 Mr. Novak.

12 MR. NOVAK: Well, so I'm going to respond to -- so I'm
13 responding to the alleged failure to verify the discovery
14 responses, the -- to provide the list of entities, and then
15 the house, the Ferrari, the motorcycles, and the boat; is that
16 correct?

17 MS. DURANT: Yes.

18 MR. NOVAK: Okay.

19 MS. DURANT: If that suits the Court.

20 THE COURT: Sure.

21 MR. NOVAK: Okay. Okay.

22 (Pause.)

23 MR. NOVAK: Here we are. Okay. Thank you, Your Honor.

24 I was looking --

25 So all of those are alleged to have violated the Warrant

1 of an Attachment that was issued on October 17th, 2024,
2 correct?

3 MS. DURANT: I'm sorry, Justin. What did you say?

4 MR. NOVAK: So all of those activities are alleged to
5 have violated either the Warrant of Attachment on October
6 17th? Is that correct? Or are they -- are you also dealing
7 with the motorcycles, the Ferrari, and all that other stuff?
8 Was that the prior Warrant of Attachment?

9 MS. DURANT: I'm talking about those violations of three
10 orders. The first order is the order of various discovery
11 motions and renewed motion to dismiss for lack of subject
12 matter and jurisdiction filed by this court on May 20th, 2024.
13 I'm talking about, number 2, the Warrant of Attachment filed
14 in this court on November 29th, 2023, and the amended order
15 filed in this court on October 17th, 2024.

16 (Pause.)

17 MS. DURANT: And the Civil -- Rules of Civil Procedure
18 being violated as well.

19 MR. NOVAK: Okay.

20 (Pause.)

21 MR. NOVAK: All right.

22 I'm going to proceed, Your Honor. But I'm just going to,
23 for the record, object because I still don't believe, based on
24 the discovery orders and other motions that are pending on
25 those or addressing those, how I can deal with those orders.

1 I get the Warrant of Attachment issue. But the prior -- for
2 example, you know --

3 (Pause.)

4 MR. NOVAK: All right. Let me pull up this order.

5 (Pause.)

6 MR. NOVAK: My apologies, Your Honor.

7 THE COURT: That's fine.

8 (Pause.)

9 MR. NOVAK: So -- let's see. Okay. I think I'm ready,
10 Your Honor.

11 THE COURT: Yes, sir.

12 MR. NOVAK: And, you know, maintaining that objection,
13 we'll move forward.

14 But the -- regarding the verification issue, which I
15 think is at the forefront of the Court's mind, on the Warrant
16 of Attachment, as you can see, the provision that Ms. DuRant
17 references is in Paragraph 4 of that Warrant of Attachment.

18 The -- and it says that -- halfway through, that,
19 "Pursuant to this Court's order on November 21st, 2023, that
20 the defendant answer all discovery regarding his net worth,"
21 which is the order to which Ms. DuRant referenced, was to
22 provide that -- the information regarding his net worth.

23 Now, Mr. Bright, I don't believe has issued -- has --
24 doesn't have a statement of net worth, per se, but he has
25 produced the documents necessary to compile and get --have a

1 sense of his net worth. And this is essentially the same
2 argument that we had at the motion hearing, was to provide
3 that.

4 So we believe that Mr. Bright has complied with the
5 document -- with the necessary discovery by producing certain
6 documents that are responsive to that discovery request as
7 ordered by the Court.

8 So the -- and the order also provides that --

9 THE COURT: Well, let me ask this: did he provide a
10 verified list of all entities in which he has any interest?

11 MR. NOVAK: I believe we -- we have -- I believe we have
12 disclosed all of the entities in which Mr. Bright has an
13 interest.

14 THE COURT: A verified list of all entities in which he
15 has any interest? Has that been done?

16 MR. NOVAK: I don't know that we've provided a verified
17 list. I'd have to refer to Ms. Stratta on that, whether we've
18 had a -- provided a verified list and what that verification
19 looks like.

20 I guess, you know, when I read the -- when I read
21 Paragraph 4 of the last sentence, it says, "Defendant is once
22 again ordered to answer all discoveries, specifically
23 discovery regarding his net worth." There's a list attached
24 to our reply of all of the documents that we have replied to
25 and supplemented with that, in that, for the Court's

1 reference.

2 The -- it is a little over a page long and it gives Bates
3 label production documents. So, for example, Defendant's
4 supplemental responses to plaintiff's aforesaid discovery
5 requests regarding our request for clarification on what they
6 mean by net worth to allow us to provide the calculation and
7 completely respond to the discovery. And we provided
8 defendant's income tax returns, Bennies income tax returns,
9 information pertaining to his corporate banking; and that's
10 Craig -- C. Bright 1001 through 1358. So if -- over 350 pages
11 of documents.

12 THE COURT: Wait. You asked for a clarification on the
13 use of the phrase, "net worth"?

14 MR. NOVAK: Correct.

15 THE COURT: You-all don't know what net worth means? I
16 mean, that's an objective thing that any accountant, CPA, or
17 attorney, most -- maybe not every John Doe on the street, but
18 there's an objective way to determine your net worth. That
19 doesn't need -- I don't know why that needs clarification.

20 MR. NOVAK: Well, and I would -- I would argue that
21 there -- I don't know that it's as straight forward as that,
22 but particularly when you have the documents that we've -- you
23 know, that we've disclosed.

24 So, you know, we've given the -- we've given all his
25 federal income tax returns, but his company, Bennies, income

1 tax returns and all the information referring to his corporate
2 banking. We supplemented that with production of his -- again
3 we published additional tax returns from Bennies, B and T
4 Holdings, financial statements from his Bentley, you know, his
5 TD bank statements. We've provided -- and those are C. Bright
6 1359 through 1855, so another, you know, what, 500 pages of
7 documents.

8 We provided them the additional financial statement from
9 his Charles Schwab accounts and financial declarations that
10 were submitted to the family court. That is 1856 through
11 4,861.

12 We provided a supplement that -- Bennies financial
13 statements and loans from South State Bank that was 4862 to
14 6,026.

15 We provided 6 supplemental responses that included
16 Bright -- his financial statements and listed the numbers of
17 all the personal, business, and loan accounts. That -- those
18 are from John Boretti's -- those are Boretti production.
19 That's 1 through 10,227.

20 We provided supplemental responses containing his emails
21 and documents exchanged with Mr. Boretti, who, of course, is
22 his banker, as you may recall. And those are C. Bright 6,027
23 to 7,185.

24 We provided deeds to -- and the property tax info
25 regarded to 229 Ceasar Place in Hilton Head. That's C. Bright

1 7, 186 to 7,198.

2 We provided a second supplemental responses containing
3 communications from him to Dawn Costello, which they were
4 interested in. I think we filed a Motion to Quash that
5 provides the documents C. Bright's 7,199 through 7,227.

6 We provided custodial supplemental responses to
7 plaintiff's first set of requests for production of documents
8 containing the subpoena response received from a Nicolas A.
9 Rend, a psychiatrist, post-trauma resources 7,228 through
10 7,232. We also provided a supplemental responses that --
11 well, that goes into some other issues I think they took off
12 the table.

13 The -- we produced the '23 -- we supplemented the 2023
14 corporate tax returns for Bennies in October that was
15 C. Bright 7233 to 7278, as well as financial statements from
16 Bennies Inc, Casual Living, Fireside Grill, as those were
17 going forward as asked for in the Warrant of Attachment.

18 In addition, since our reply, we've since served Bright's
19 7th and 8th supplemental responses containing the December
20 2024 to January 2025 financial statements for Bennies.

21 The argument that we have provided some financial
22 documents, I think, is somewhat misleading in that there are
23 thousands of pages of documents -- financial documents related
24 to -- that we have produced.

25 THE COURT: Sure.

1 MR. NOVAK: Now, the question I think the Court has is
2 whether those are verified or not.

3 THE COURT: Well, it -- I mean, before I -- I guess,
4 before I even get there -- or I guess, in tandem with that,
5 the question -- so he was ordered to produce these -- we'll
6 call them hundred documents. I don't know. I don't know how
7 many pages. I have no idea. Right?

8 I said, "You must produce these 100 things."

9 Your response to me just now is, "Well, we gave them
10 40,000 pages of documents." And I'm just -- I'm making up
11 numbers here.

12 My question is, "That's great. But were these 100 he was
13 ordered to produce part of those 40,000?" Because otherwise,
14 it's a red herring. You're trying to distract me over here,
15 "We gave them a bunch of stuff."

16 No. No. I'm trying to get it -- did you give the stuff
17 you were ordered to give?

18 MR. NOVAK: Yes. We believe we did.

19 THE COURT: Okay. So there is a verified list of all
20 entities in which the defendant has an interest?

21 MR. NOVAK: Yes, Your Honor. We -- if you recall on my
22 reference, in the -- let's see.

23 (Pause.)

24 THE COURT: Was it some of these Bates-labeled documents
25 that you just referenced?

1 MR. NOVAK: Yes. Yes. So --

2 THE COURT: Okay. Who verified that list?

3 MR. NOVAK: I don't know whether that particular response
4 was verified.

5 THE COURT: So then you did not provide a verified list?

6 I'm asking did you give him --

7 MR. NOVAK: Your Honor --

8 THE COURT: -- the green sweater, and you say, "Oh, I
9 gave him a sweater."

10 Was it green?

11 Well, no, it was red.

12 Well, so you didn't give him a green sweater.

13 MR. NOVAK: Right. So, Your Honor, the -- let's go to --
14 if we look at Rule 11, which is Rule 11(c), which addresses
15 verifications, right. We've got, "Affidavits and
16 verifications authorized or committed under these rules shall
17 be written statements or declarations by his party or attorney
18 of a record of a witness sworn or -- to or from by an officer
19 authorized to administer oaths that the affiant knows that it
20 to be true to his own knowledge except that those matters
21 stated information and belief. And to -- as to those matters,
22 he believes them to be true."

23 So we responded to those documents. We have not
24 submitted a separate verification of all of those, other than
25 the responses to discovery requests. The --

1 THE COURT: So let me say this -- and I almost feel like
2 I shouldn't have to because we've had hearings on this in the
3 past -- the whole point of the verification is that -- I am
4 not questioning your professional responsibility whatsoever.
5 The fact of the matter is, you can only work with the
6 information that you know, that your client gives you. That's
7 the nature of the relationship, right?

8 And your answer -- you're not a litigant in this case.
9 The purpose of the verification is for the party, the
10 litigant, to attest under oath that this is all there is. I
11 got no more to give you. And you simply cannot do that.
12 That's why the verification is required. That's why
13 Interrogatories need to be -- I call it a verification, but
14 the Rule says, "Under oath," by the party, not by counsel.

15 Of course, you have a Rule 11 responsibility, an ethical
16 responsibility, a professional responsibility, all these
17 responsibilities to do your level best and to not send false
18 or misleading documents, to verify within the scope of your
19 ability to verify certain things. But you're not the party.

20 He -- and, in this case in particular, I have no doubt
21 that Mr. Bright has accounts that you know nothing about,
22 which is the point. That -- so you can make a list all day
23 long with what he tells you. And I don't know your
24 relationship with him. I mean, I'm obviously making
25 assumptions. But that's the point.

1 So I get Rule 11. I get you've done everything you can
2 do. But it's not your case. You're not the party in the
3 case. And so we've got to get the responsible party -- not
4 professional responsibility, but the party to the litigation
5 to attest to certain things. Your attestation is meaningless
6 for these purposes. Now, it's meaningful with respect to
7 professional responsibility, malpractice, all of those things,
8 right? But with respect to the actual information, the
9 substantive information that's gathered, your verification
10 doesn't mean anything. You're limited.

11 MR. NOVAK: And I understand that, Your Honor, but if you
12 look at the language of the order, it says, "Defendant is once
13 again ordered to answer all discovery, specifically discovery
14 of his net worth, in accordance with the Court's prior
15 orders." We believe that he has done that. We believe that
16 he has satisfied that based on all of the supplemental
17 discovery that we have done and what we have provided.

18 The -- it goes on to say, "He is further ordered to
19 supplement and verify all of discovery pursuant to Rule 26(e),
20 South Carolina Rules of Civil Procedure. 26(e) deals
21 specifically with supplementation. It has nothing to do with
22 verification of -- it doesn't reference that, "you need to
23 authorize this verification," and any of that.

24 So, you know, our understanding of the order -- of that
25 portion of the order, regarding the verification, was to

1 supplement and -- the discovery and get it -- not that we
2 needed a separate, supplemental verification from Mr. Bright
3 for every single discovery response. Because I don't think
4 that's how the order necessarily reads.

5 But the -- if the Court, you know, wants -- and the
6 plaintiff in their memo, also, they cite a bunch of federal
7 law regarding the -- you know, this provision for verification
8 in the rules and all of that stuff. The -- there is no
9 specific requirement in South Carolina Rules of Civil
10 Procedure that requires every response -- discovery response
11 to be verified, other than in, you know, pursuant to Rule
12 11(c). So --

13 THE COURT: No. No, no, no.

14 Let's go back to answers to interrogatories Rule 33,
15 those must be answered under oath. It's not your oath.

16 MR. NOVAK: Right.

17 THE COURT: It's the party must answer them under oath.
18 And so that's why I say, "I keep calling it a verification."
19 You can call it whatever you want to. But there needs to be a
20 sworn attestation by the party that these answers are true and
21 correct.

22 MR. NOVAK: I disagree that Rule 33 requires every single
23 response to contain a written verification by the party and
24 not the attorney -- and not the signature of the attorney.

25 THE COURT: Oh. Okay.

1 And, I mean, we can debate that or not. But let's go
2 your way. I ordered it be done.

3 MR. NOVAK: And we believe that we complied with that
4 order.

5 THE COURT: Okay.

6 "Each interrogatory --"

7 MR. NOVAK: But discover --

8 THE COURT: "-- shall be answered separately and fully in
9 writing under oath."

10 What does that mean? Separately and fully, in writing,
11 under oath.

12 MR. NOVAK: Correct, Your Honor. That each question
13 needed to be responded to separately and in writing and under
14 oath.

15 THE COURT: You can't leave out under oath.

16 MR. NOVAK: Yeah. But that is not the same as having a
17 separate verification of each, signed by a party, of each
18 discovery response.

19 THE COURT: He doesn't have to sign his -- if there are
20 30 discovery requests, he doesn't have to sign his name 30
21 times. He will say, "I've read the foregoing document with
22 answers to Interrogatories 1 through 30, and they are true and
23 correct, and I swear under oath."

24 MR. NOVAK: If that was the Court's intent in the Warrant
25 of Attachment, we will obtain a written verification from

1 Mr. Bright for the discovery responses that have been
2 submitted and those going forward. But that was not our
3 understanding of the intent of the order when it was issued.

4 THE COURT: Do we have the transcript of -- would you --
5 Ms. Kelly. Ms. Kelly's in there. Would you email me
6 that transcript?

7 THE COURT: Ms. Durant, you wanted to say something.
8 I would just like to have it. Because I feel like we've
9 had this conversation before.

10 Go ahead.

11 MS. DURANT: -- judging. If I may make a very sub-point,
12 I've probably sent -- and I'm having Ms. Kelly pull -- maybe
13 about four or five letters to Barnhill and Whaley, saying,
14 "Please verify Your Answers to Interrogatories," and have
15 received nothing.

16 And also, I'm looking at their reply to our Motion to
17 Strike, and they blatantly state, "Verification of Bright's
18 responses by him personally is not required, pursuant to the
19 Rule -- South Carolina Rules of Civil Procedure."

20 And to now say that they didn't understand your order was
21 requiring verifications, to me, is (indiscernible). And I
22 will say no more.

23 MR. NOVAK: Your Honor, the first time that Ms. DuRant
24 has pointed to the Warrant of Attachment as the basis for
25 having to verify the discovery responses is in the reply that

1 they filed yesterday, I believe.

2 MR. SOWELL: No.

3 Your Honor, we asked for them at the hearing, when you
4 had the hearing. And then you issued the order. This is
5 balderdash of the grossest form. I mean, we can read.
6 Mr. Novak can read.

7 (Counsel confer.)

8 MS. DURANT: Your Honor, Ms. Kelly's looking to see if we
9 have a transcript. Regrettably, I missed that hearing because
10 I was at my sister's wedding. But if you'll give us a minute
11 we can find this. But --

12 THE COURT: Sure.

13 MS. DURANT: -- the point I want to make is, it's too
14 late. It's too late. This is just more of Mr. Bright's
15 behavior of claiming that he doesn't understand, when it
16 couldn't be clearer.

17 THE COURT: Yeah. I'm just confused.

18 MS. DURANT: (indiscernible).

19 (Pause.)

20 THE COURT: Go ahead, Mr. Novak. I know you have other
21 points to argue.

22 MR. NOVAK: Yes, Your Honor.

23 You know, what I will do is I'll just address the -- you
24 know, whether the sale of his house, the Ferrari, the
25 motorcycles, and the boat -- the moving of the boat were

1 violations of the Warrant of Attachment. We don't believe
2 that those are violations of the Warrant of Attachment. We
3 have addressed those in a previous motion.

4 But, quickly, you know, the plaintiff alleges,
5 essentially, that with regard to the house, that Mr. Bright,
6 somehow violated the Warrant of Attachment by listing his
7 house for sale. The Warrant of Attachment specifically says
8 he can't dispose of the property and -- and that -- I've
9 forgot language here.

10 THE COURT: He's permitted to sell the house, subject to
11 certain conditions.

12 MR. NOVAK: Right. But I think they're referring to in
13 all -- in to deference on the prior Warrant of Attachment.

14 THE COURT: Okay. I'm sorry.

15 MR. NOVAK: Which is attached to his house.

16 THE COURT: Right.

17 MR. NOVAK: And so if you're -- essentially, if you read
18 that, it says you can't dispose of the house. You can't sell
19 the house. What they were complaining about was his marketing
20 the house, was his listing it for sale, specifically through
21 Mr. Rini, but gaging -- leaving the house on the market was
22 not a violation of the order. It would be entering a contract
23 and closing that contract to sell the house. And that didn't
24 occur.

25 Mr. Bright had made interest in reasons for listing the

1 house, one which was to support a potential motion for damages
2 under the Warrant -- if the Warrant of Attachment was
3 discharged, that he would have an idea of what the difference
4 was between what the market value of his house was at the time
5 and what it had been prior to the entry of the Warrant of
6 Attachment.

7 As you may recall, pursuant to Mr. Rini's affidavit and
8 Mr. Bright's affidavit, he had had the house listed, the
9 Warrant of Attachment was entered, and then he got a lowball
10 offer on the house, like the next day or shortly thereafter.
11 Because I think he had listed it for \$5 million or so and then
12 he got an offer of, like, less than \$3 million or something.
13 I'll have to defer to the specific numbers.

14 But he had the house listed on the market, but he did not
15 violate the Warrant of Attachment because he never sold the
16 house until he was permitted to, based on the modified Warrant
17 of Attachment. So we don't believe that listing the house for
18 sale is a violation of the Warrant of Attachment, and he had
19 legitimate reasons for doing so: to keep it on the market in
20 case the warrant was lifted at some point or -- and to gain
21 the market value of the house and that knowledge in case the
22 Warrant of Attachment was discharged. So listing the house
23 for sale is not a -- was not a violation of the first Warrant
24 of Attachment. And Mr. Bright did not violate that.

25 THE COURT: All right.

1 MR. NOVAK: Mr. Bright also listed his -- you saw from
2 the Facebook post which was from a year or two ago, the --
3 sorry, the Ferrari was listed for sale on the Facebook post by
4 Mr. Rini. This was also addressed in a previous motion. But,
5 again, the listing of sale for that piece of property is not a
6 violation of the Warrant of Attachment. The Warrant of
7 Attachment prevented Mr. Bright from selling that -- selling
8 that. And he did not sell it.

9 And also, the motorcycles; the alleged violation of the
10 Warrant of Attachment regarding the motorcycles is from an
11 email that Mr. Bright sent, saying about -- you know, being in
12 Hilton Head and, you know, he wants to dispose of his
13 motorcycles -- or I believe it says -- I think -- and Bess can
14 probably pull this up. She probably has it in front of her.
15 But the language of the email is, you know, I've disposed
16 of -- or I'm disposing of my motorcycle. He never disposed of
17 his motorcycles. So again, there was no violation of the
18 Warrant of Attachment because there was no disposition of
19 those motorcycles or transfer of them.

20 And regarding the boat, there was another motion related
21 to this. Mr. Bright's CrisCraft boat was tied to a dock --
22 was tied up at a dock at his house. The dock was damaged and
23 was causing damage to the boat. So Mr. Bright had wanted to
24 take the boat out of the dock and get it repaired.

25 Plaintiff objected to that because the place he wanted to

1 get it repaired was in a different county. And so they -- Mr.
2 Bright never moved his boat and got it out of the water and
3 got it repaired. Instead, he wanted to, with his brother,
4 take it and get it repaired. And the plaintiff would not let
5 him do that, even though it was causing ongoing damage to the
6 dock and to the boat. And so he also wanted to have the dock
7 repaired as well.

8 There was no violation of the Warrant of Attachment by
9 doing that, by simply wanting to take it out and move it to a
10 place to get it repaired. Well, and Ms. DuRant continually
11 argues that, well, he wanted to do this, and if we didn't step
12 in and all of that, that they would have done that.

13 We don't agree that, you know, a moving a boat to a
14 repair shop in a separate county within South Carolina
15 violates the Warrant of Attachment. But in the end, it never
16 got moved out of the water. So there was no violation of the
17 Warrant of Attachment.

18 So we disagree that those are grounds for any motion to
19 strike for sanctions in this case, let alone that they -- the
20 rise to the level of something that would show that he would
21 have disregarded and -- willfully disregarded the order of the
22 Court. The -- so our position on those is fairly simple. You
23 know, this doesn't rise to the level of any type of flagrant
24 disregard -- no matter how often Ms. DuRant uses that term and
25 complains about things that are -- that they have fears of,

1 that they speculate about, that they guess about. The --those
2 are not actually violations of the order. We don't believe
3 that Mr. Bright had -- has violated the order. And that,
4 particularly for, you know, those five instances regarding
5 personal property that were also -- that are subject to the
6 Warrant of Attachment.

7 Additionally, the Warrant of Attachment has been -- was
8 modified after that, it's October 17th, but the -- we also
9 don't -- we don't agree and we'll argue that his failure to
10 verify these -- the discovery responses was a willful
11 violation of the Court's order in this case.

12 As the Court well knows from the Griffin case, you know,
13 a sanction is something that is pretty severe -- a sanction of
14 striking an answer is a pretty severe sanction. In
15 determining the appropriateness of a sanction, the Court needs
16 to consider factors as the precise nature of the discovery,
17 the discovery posture of the case, willfulness, degree of
18 prejudice, and all of those things. And sanctions need to be
19 aimed at a specific conduct of the party sanction and not go
20 beyond the necessity of the situation to foreclose a decision
21 on the merits of the case.

22 And again, we have a highly contested, unliquidated tort
23 claim here, Your Honor. The sanctions about which they're
24 referring regard -- all raise from violation -- alleged
25 violations of, essentially, this Warrant of Attachment and the

1 previous order regarding the net worth discovery. The
2 plaintiff -- the defendants made a good faith effort to meet
3 those orders by producing all of these documents that he has.
4 There's no bad faith here. There's no willful disobedience.
5 There's no gross indifference to the rights to justify such a
6 sanction.

7 Again, what we have is this lumping all of these fears
8 and allegations and speculations about what might be occurring
9 into a -- a motion to strike his answer which is the most
10 severe sanction you can grant in a case like this. And
11 ignoring what Mr. Bright has done to comply with those orders
12 to show his good faith and the fears and speculative arguments
13 that Ms. DuRant has made today regarding what might happen do
14 not rise to the level of a being sanctioned at all, let alone
15 having his answer stricken.

16 The -- again, in addition, we've got a lot of this, you
17 know, argument based on prior motions that are pending and
18 motion to quash that -- Mr. Bright has every right to file a
19 motion to quash a subpoena that he thinks is overly broad or
20 designed to harass. He has a right to do that and he has a
21 right to get a disposition of that motion.

22 And I think it's imprudent to move to this, you know,
23 this level of sanctions or motion to strike or consideration
24 of this without having dispositions of all those pending
25 discovery motions because I think it goes to Mr. Bright's

1 effort -- good faith efforts to comply with the orders of the
2 court, their willfulness factors, the -- whether there's some
3 disregard here or whether the sanction -- any potential
4 sanction would be directed specifically at the conduct that
5 allegedly violated the order.

6 So we don't think it's appropriate, Your Honor. And I've
7 gone on for way too long now. So I appreciate the Court's
8 indulgence in my getting reoriented as to the modified motion
9 and then working through it as best I can. I appreciate the
10 Court's time.

11 THE COURT: Yes, sir.

12 Ms. DuRant?

13 MS. DURANT: Thank you, Your Honor. I'll be brief.

14 you know, I heard Mr. Novak say, "Well, this doesn't rise
15 to the level, we're talking a lot about fear, supposition,
16 etc." You know what does rise to the level and what is not
17 related to fear or supposition? It's the lack of verification
18 of Answers to Interrogatories, the lack of verified list of
19 the entities in which he has an interest, the fact that he had
20 a -- putting the house on the market was not our issue. It
21 was the fact that he got a contract on the house without
22 disclosing it to us. Luckily, our client is a real estate
23 agent and she found that on MLS. That's when we ran to you,
24 seeking your help, saying, "Stop. Stop. Stop. Stop. Stop."
25 So he's getting a contract on the house.

1 What also is not fear and what rises to the level of
2 striking is trying to sell the Ferrari. What also rises to
3 the level of striking an answer is saying that he sold
4 motorcycles.

5 And the response to that is, "Well, he says he sold them,
6 but he really didn't sell them." So we're supposed to -- I
7 mean, I don't know what to do with that, quite frankly. He
8 said he sold them. The fact that he tried to move the boat
9 and but for law enforcement, he would have accomplished it.

10 You know, he tries to wrap himself of a blanket of,
11 "Well, I don't know better." Back to Mr. Sowell's word, that
12 is Balderdash.

13 And I ask that you please strike his answer and his
14 counterclaims. I'll also ask for an award of attorney's fees
15 and that you permit an opportunity to submit an affidavit of
16 attorney's fees.

17 And with that, I will say no more.

18 MR. NOVAK: Your Honor, I'd be remiss. I just have one
19 thing that Ms. DuRant kind of reminded me of.

20 Regarding -- as you may recall, I think it was October
21 9th or so, you had a hearing on their Motion for Rule to Show
22 Cause regarding the -- and the Warrant of Attachment. At that
23 motion hearing, which was, you know, only a couple months ago
24 at this point, Ms. DuRant raised these issues regarding sale
25 of the house, the Ferrari, the motorcycles, and the boat, and

1 the Court decided not to grant sanctions at that point. They
2 -- the -- and so the Court has considered these. None of
3 those facts have changed since disposition of that motion
4 which resulted in the amended warrant -- that motion hearing
5 resulted in the amended Warrant of Attachment.

6 So we would also submit that the Court has determined
7 those issues and looked at them and did not agree with a
8 sanctions award or anything at that time, so that that would
9 not be an appropriate basis at this point to do that because I
10 think the Court's already addressed it.

11 THE COURT: Okay.

12 MS. DURANT: Judge -- Judge Newman?

13 THE COURT: Yes.

14 MS. DURANT: Real quick point.

15 THE COURT: Yes, ma'am.

16 MS. DURANT: Will you pull up that order?

17 Mr. Novak said I already presented these arguments. I
18 did not present. I was up in Nantucket having my full share
19 of family time, both good and bad.

20 THE COURT: Well, you and Mr. Sowell are --

21 MR. NOVAK: Sorry, Your Honor, for my --

22 MS. DURANT: We are both the same? Are you going to say
23 that?

24 THE COURT: (Indiscernible.)

25 MS. DURANT: Don't put me -- don't put that on me.

1 THE COURT: You're so closely connected that --

2 MS. DURANT: That's true.

3 THE COURT: -- the speech of one is the speech of the
4 other.

5 MS. DURANT: I was just giving Mr. Novak a hard time.

6 MR. NOVAK: Yeah, we have -- Your Honor, Bess and I have
7 a long history. We went to college together and law school
8 together.

9 MS. DURANT: Double whammy.

10 THE COURT: Goodness gracious.

11 MS. DURANT: Double whammy.

12 MR. NOVAK: And college and law school were a lot farther
13 away from me than I wish they were at this point in my life.

14 THE COURT: Yeah. Me too.

15 MS. DURANT: Judge, can you see this?

16 THE COURT: Yes.

17 MS. DURANT: This is your amended order.

18 Check out this last paragraph, paragraph 6: "This order
19 is entered without prejudice to any right or claim to either
20 party pursuant to S.C. Code 15-19-10, blah, blah, blah, or
21 defendant's violations of the Warrant of Attachment while it
22 was in place."

23 So we have every right to continue to argue that. So
24 with that, I will finally be -- well, maybe not finally be
25 quiet unless Mr. Novak has anything else to say.

1 MR. NOVAK: Yeah. I --

2 And, Your Honor, just in response to that, these are
3 again -- are not violations of the Warrant of Attachment for
4 all the reasons that we argued. And so we would -- with
5 respect to the Court's time, we would submit that the Court
6 determined that back in October.

7 Thank you, Your Honor.

8 THE COURT: Yes, sir.

9 Mr. Novak, given that Ms. DuRant has limited the grounds
10 for her motion, do you still need 10 days to reply to their
11 reply?

12 MR. NOVAK: Your Honor, I would ask for those 10 days
13 just so that I can make sure whether I need them or not.

14 THE COURT: Sure.

15 MR. NOVAK: And if I don't need them, I will email the
16 Court and counsel and say that we don't have any further
17 submission.

18 THE COURT: Okay.

19 MR. NOVAK: But the --

20 THE COURT: That's good enough.

21 MR. NOVAK: As you know, the verification issue came up
22 in that reply. So we'd like to -- you know, probably, we'd
23 like to address that.

24 THE COURT: Yes, sir.

25 Okay. I'll give you that 10 days.

1 MR. NOVAK: Thank you, Your Honor.

2 MS. DURANT: Your Honor, may I be presumptuous enough to
3 ask for if we can submit an affidavit of attorney's fees?

4 THE COURT: Feel free to do that.

5 MS. DURANT: Okay.

6 THE COURT: Yes.

7 Okay. All right. So I'll wait for -- to hear from
8 Mr. Novak and then we'll go from there. I'll get you a
9 decision after that, really on both matters. And that is a
10 reconsideration of the Warrant of Attachment and the Motion to
11 Strike. Okay?

12 MR. NOVAK: Your Honor, you're -- Your Honor's going to
13 handle those together?

14 THE COURT: Yes.

15 MR. NOVAK: Okay.

16 THE COURT: Although I don't know if it's necessary. But
17 I'll -- it's still mulling in the back of my head. So, yeah.
18 I'll handle both of those together.

19 MS. DURANT: Thank you, Your Honor.

20 MR. NOVAK: Thank you, Your Honor.

21 MS. DURANT: Thank you.

22 MR. SOWELL: Thank you.

23 THE COURT: Thank you, folks.

24 (At 2:32:48, the hearing concluded.)

25

END OF TRANSCRIPT.

CERTIFICATE OF TRANSCRIBER

State of South Carolina

County of Beaufort

I, BARBIE TEBOE, a court-approved transcriber, do hereby certify that the foregoing is a true, accurate, and complete Transcript of Record of the proceedings and evidence introduced in the trial of the captioned case, relative appeal, in the Court of Common Pleas for Beaufort County, South Carolina, on the 19th day of February, 2025.

I further certify that I am neither of kin, counsel, nor interest to any party hereto.

April 24, 2025



Barbie Teboe,
Transcriber

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM BEAUFORT COUNTY
Court of Common Pleas
The Honorable Jocelyn Newman, Circuit Court Judge

Case No. 2025-002577

Diana Janura f/k/a Diana Bright.....Appellant,

v.

Craig Bright,.....Respondent.

Exhibit H

MEMORANDUM OF LAW REGARDING APPEALABILITY OF ORDERS

**Order dated May 20, 2024 from
Hearing on Nov. 21, 2023**

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
)	
COUNTY OF BEAUFORT	)	Civil Action No.: 2020-CP-07-01753
Diana Janura f/k/a Diana Bright,)	
)	
Plaintiff,	)	ORDER ON VARIOUS DISCOVERY
	)	MOTIONS AND RENEWED MOTION
v.	)	TO DISMISS FOR LACK OF SUBJECT
	)	MATTER JURISDICTION
Craig Bright,)	
)	
Defendant.)	
)	

This matter is before the Court on numerous discovery motions and a Renewed Motion to Dismiss for Lack of Subject Matter Jurisdiction. A hearing on the below hearings before this Court on November 21, 2023. Thornwell F. Sowell and Bess J. DuRant appeared on behalf of Plaintiff Diana Janura, and Justin P. Novak and Allie M. Burns appeared on behalf of Defendant Craig Bright. The Court, having reviewed the motions, memoranda regarding the same, affidavits, and hearing the parties’ positions on the motions, hereby rules as follows:

1. Defendant’s Renewed Motion for Lack of Subject Matter Jurisdiction is DENIED.
2. Plaintiff’s Motion to Supplement Complaint is GRANTED.
3. Plaintiff’s and Peter Janura’s Motion to Quash Subpoena to Town of Hilton Head and/or for Protective Order is GRANTED in part. Defendant is not entitled to any information regarding Peter Janura’s salary or other payments or his medical records, but Defendant is entitled to documents regarding Mr. Janura’s training or certification. The Court will review *in camera* the documents produced by the Town of Hilton Head Island and determine which documents Defendant may have.
4. Plaintiff’s Fifth Motion to Compel is GRANTED in part. Plaintiff is entitled to all information and documents sought in Plaintiff’s Fifth Motion to Compel; however, the time limit

in Interrogatories Numbers 19 and 20 and Requests for Production Numbers 23, 27, and 28 are limited from ten years to five years. Answers to these interrogatories and responses to the requests for production are due on or before December 21, 2023 (30 days from the date of the motion hearing). Additionally, this Court is reserving judgment on whether Defendant has to answer Interrogatory #23 which asks, “How much money do you spend on illegal drugs (including marijuana) each month for the past five years?” Defendant’s counsel expressed Fifth Amendment concerns at the hearing. Therefore, this Court requests briefing on this issue. Defendant has until December 6, 2023 (15 days after this motion hearing) to file his brief regarding his Fifth Amendment concerns. Plaintiff has 10 days to respond, making her brief due on or before December 18, 2023.

5. Plaintiff’s Sixth Motion to Compel is rendered moot as Defendant’s counsel acknowledges that Defendant has a duty to timely supplement his discovery answers and production.

6. Plaintiff’s Motion to Quash Subpoenas to David Shatz and Chris Gomez is rendered moot as to Chris Gomez as Plaintiff’s counsel acknowledged Plaintiff’s ground for the motion to quash his subpoena was due to lack of time with a then-pending trial date of the week of December 4. Regarding the subpoena to David Shatz, this Court orders that the motion to quash is granted with the exception of the 2019 amended tax return. All financial information can be redacted with the exception of the information regarding the rental income in 2019 from Plaintiff’s Hilton Head Island rental property. The produced information shall be subject to a confidentiality order agreed to by the parties. Further, Defendant is entitled to depose Mr. Shatz with respect to the rental income from 2019 and the resulting amendment in 2021.

7. Defendant’s Motion to Quash Subpoena on Dawn Costello & for Protective Order

is DENIED.

IT IS SO ORDERED.

Jocelyn Newman
Judge for Designated Complex Case

_____, 2023
_____, South Carolina



Beaufort Common Pleas

Case Caption: Diana Janura f/k/a Diana Bright VS Craig Bright

Case Number: 2020CP0701753

Type: Order/Other

So Ordered

Jocelyn Newman

RECEIVED

Jan 15 2026

SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM BEAUFORT COUNTY
Court of Common Pleas
The Honorable Jocelyn Newman, Circuit Court Judge

Case No. 2025-002577

Diana Janura f/k/a Diana Bright.....Appellant,

v.

Craig Bright,.....Respondent.

PROOF OF SERVICE

I certify that on January 15, 2026, I have caused the service of the Appellant’s Memorandum of Law Regarding Appealability of Orders via electronic mail using the email address listed in the Attorney Information System for his attorneys of record at the addresses listed below:

M. Dawes Cooke, Jr. (mdc@barnwell-whaley.com)
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Jessica W. Stratta (jstratta@barnwell-whaley.com)
BARNWELL WHALEY PATTERSON & HELMS, LLC

SOWELL & DuRANT, LLC

s/Bess J. DuRant
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Columbia, South Carolina
January 15, 2026

Attorneys for Appellant Diana Janura

Amy Kelly

From: Amy Kelly
Sent: Thursday, January 15, 2026 5:11 PM
To: 'M. Dawes Cooke, Jr.'; 'Justin Novak'; 'Jessica W. Stratta'; 'Anthony Baglivo'; 'Karen Jessee'
Cc: Bess DuRant; Biff Sowell
Subject: Appellant's Memorandum of Law Regarding Appealability of Orders- Janura v. Bright; Case No. 2020-CP-07-01753, Appellate Case No. 2025-002577
Attachments: Appellant Memorandum of Law Appealability.pdf; Ex A- Second Supplemental Complaint.pdf; Ex B- Motion for Attachment.pdf; Ex C- Warrant of Attachment.pdf; Ex D- Borretti Email.pdf; Ex E- Amended Order on Warrant of Attachment.pdf; Ex F- Plaintiff Motion to Strike Answer and Counterclaims and Eighth Motion to Compel.pdf; Ex G- Hearing Transcript 2-19-25.pdf; Ex H- Order on Various Discovery Motions and Renewed Motion to Dismiss for Lack of Subject Matter Jurisdiction.pdf; Proof of Service-Memorandum of Law re Appealability.pdf

Attached and served upon you is Appellant's Memorandum of Law Regarding Appealability of Orders that we are filing with the Court of Appeals.

Sincerely
Amy A. Kelly

Amy A. Kelly
Director of Administration/Paralegal, SOWELL + DuRANT

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Jan 15 2026

SC Court of Appeals