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SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

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

Appellate Case No. 2025-002577
Civil Action No. 2020-CP-07-01753

Diana Janura f/k/a Diana BrightAppellant,

v.

Craig Bright Respondent.

**RESPONDENT’S RETURN TO APPELLANT’S MEMORANDUM
OF LAW REGARDING APPEALABILITY OF ORDERS**

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Attorneys for Respondent Craig Bright

Respondent Craig Bright (“Respondent”) respectfully submits this Return to Appellant Diana Janura f/k/a Diana Bright’s (“Appellant”) Memorandum of Law Regarding Appealability of Orders (the “Memorandum of Law”). Respondent respectfully requests that this Court determine that the subject orders are not immediately appealable or, in the alternative, that Appellant must obtain a bond in a sufficient amount to maintain the effect of the Warrant of Attachment during the pendency of the appeal.

BACKGROUND

Appellant Diana Janura (“Appellant”) filed the subject civil action in the South Carolina Court of Common Pleas for the Fourteenth Judicial Circuit in Beaufort County on September 3, 2020, asserting causes of action against her former spouse for defamation, outrage, and assault. Respondent Craig Bright (“Respondent”) asserts counterclaims against Appellant for abuse of process, tortious interference with contract, tortious interference with prospective contractual relations, and slander of title. During the action’s pendency, the parties have engaged in a spirited motions and discovery practice. The parties also continue to litigate disputes arising from their divorce decree filed in the Beaufort County Family Court on March 9, 2016.¹

Although a Consent Scheduling Order filed on August 18, 2021, provided for a trial not before date of April 4, 2022, this civil action did not appear on a jury trial roster until the roster beginning on Tuesday, September 5, 2023, with the Honorable Jocelyn Newman (“Judge Newman”) presiding as a visiting circuit court judge. As the roster week had been shortened by the Labor Day Holiday and another matter with priority proceeded to trial, there was not sufficient time to try the action during that term. As both parties had prepared for trial, Judge Newman

¹ This includes Appellant’s filing of rules to show cause seeking orders of contempt against Respondent for violations of the divorce decree for failing to make timely child support payments as well as other child custody issues. (See Contempt Order, Nov. 21, 2025, **Exhibit A.**)

graciously agreed to keep the case in the hope of finding an available jury term in Beaufort County so that she could preside over a trial of the action prior to the end of 2023. As Chief Judge for Administrative Purposes for Common Pleas for the Fourteenth Judicial Circuit, the Honorable Robert J. Bonds (“Judge Bonds”) entered an Order Designating Case as Complex with assignment to Judge Newman. Unfortunately, Judge Newman and the parties were unable to find an available jury term in Beaufort County that would accommodate a jury trial of the action prior to the end of 2023.

A. Warrant of Attachment

Despite being aware that Respondent had already placed five hundred thousand dollars (\$500,000.00) in insurance proceeds into his attorneys’ trust account for the payment of any settlement or satisfaction of any judgment in the civil action, on October 24, 2023, Appellant submitted to Judge Newman—without notice to Respondent—an *Ex Parte* Motion for Attachment seeking the encumbrance of the vast majority of Respondent’s real and personal property and other financial assets. The request included the petition for an order for a pre-judgment attachment of the equity and proceeds from the prospective sale of Respondent’s primary residence, which at the time was on the market for five million one hundred thousand dollars (\$5,100,000.00);² the equity and proceeds from his investment accounts;³ his boat and several cars; and the assets of his two businesses. The motion relied solely upon Appellant’s self-serving, optimistic statement that she

² The proceeds from the eventual sale of the residence totaled two million one hundred ninety-four thousand eight hundred thirty-four and 21/100 dollars (\$2,194,834.21), which was placed in his attorneys’ trust account pursuant to the Warrant of Attachment along with the five hundred thousand dollars (\$500,000.00) in insurance proceeds. Respondent currently has \$2,980,676.38 in encumbered funds that are being held in his attorneys’ trust account with the increase resulting from proceeds arising from the sale of his vehicles.

³ On August 28, 2025, Respondent’s encumbered Charles Schwab trading account held a total value of \$4,328,739.89. Moreover, Respondent remains unable to address a lien on his Charles Schwab trading account causing thousands of dollars in continuing monthly losses.

“seeks to recover a multi-million dollar actual damages award, as well as punitive damages, against [Respondent]” and a portion of a statement made by Respondent to his mother during a recorded phone call five months earlier in which Respondent stated:

. . . when I get out here I’m going to get out of town *for a while* and try to liquidate. You know, I mean obviously (inaudible) I’ve got everybody -- everybody in law enforcement and the fire department wanting me, so I’m getting out. So I just need to pick a place to go, you know (inaudible).

(Petition for Warrant of Attachment, Bright Call, 9:1-13, May 2, 2023, **Exhibit B.**) (emphasis added). Of note, Respondent had not sold any of his assets or permanently left South Carolina during the five months between the recorded telephone call and the submission of the motion. Although the motion sought the attachment of millions of dollars in assets, Appellant obtained a surety bond only in the amount of ten thousand dollars (\$10,000.00). Nevertheless, Judge Newman entered the requested Warrant of Attachment on November 29, 2023. (**Exhibit C, including the Order and Appellant’s e-mail submission of the Warrant of Attachment to the court.**)

Respondent first learned of the motion and Warrant of Attachment when his attorneys received a courtesy copy provided to the Beaufort County Sheriff for service on November 29, 2023. On December 22, 2023, Respondent then timely filed a Motion and Memorandum in Support to Vacate and Discharge Warrant of Attachment on the grounds that (1) the *ex parte* motion did not specify the amount of the claim and the property attached is excessive to secure the claim, (2) Appellant failed to make a showing sufficient to support attachment of the property, (3) the Warrant of Attachment violates South Carolina law because it is based upon a defamation cause of action against a resident of South Carolina, (4) the Warrant of Attachment was issued irregularly and improvidently, and (5) the bond issued by Appellant was insufficient. (**Exhibit D.**) Almost a year later, on October 8, 2024, Appellant filed a Memorandum in Opposition to Defendant’s Motion and Memorandum in Support to Vacate and Discharge Warrant of Attachment.

After a hearing on October 9, 2024, Judge Newman filed an Order dissolving and releasing the Warrant of Attachment on October 17, 2024. That same day, Judge Newman filed an Amended Order clarifying that the circuit court intended to revise and amend the Warrant of Attachment, not dissolve and release the Warrant of Attachment. On October 28, 2024, Respondent timely filed a Motion for Reconsideration of Order Regarding Warrant of Attachment including a request to allow Respondent to access to funds to pay monthly expenses such as taxes, child support, legal fees, and utilities and meet his regular financial obligations while the civil action is pending. Despite contending in the family court that Respondent should be held in contempt for failing to pay child support, on October 30, 2024, Appellant filed a Memorandum in Opposition to Defendant's Motion for Reconsideration of Order Regarding Warrant of Attachment.

On December 19, 2024, prior to any consideration of the motion for reconsideration, Respondent filed a Second Motion for Reconsideration of Order Regarding Warrant of Attachment seeking additional modifications to the Warrant of Attachment, including to dissolve the attachments on all of his assets other than the two million six hundred ninety four thousand eight hundred thirty four and 21/100 dollars (\$2,694,834.21) in his attorneys' trust account. On January 6, 2025, Appellant filed a Memorandum in Opposition to Defendant's Second Motion for Reconsideration. On June 9, 2025, Respondent also filed an Emergency Motion and Memorandum in Support to Amend or Discharge Warrant of Attachment to allow Respondent to use Eighty-Six Thousand Four Hundred Twenty-Two and 00/100 Dollars (\$86,422.00) of the funds currently held in the trust account to satisfy state and federal tax payments owed on or before June 16, 2025, and to dissolve the restrictions on his assets now that Appellant had filed an offer of judgment for an amount less than that held in his attorneys' trust account. (**Exhibit E.**)

B. Motion to Strike Defendant's Answer and Counterclaims and Eighth Motion to Compel

On November 25, 2024, Appellant filed a Motion to Strike Defendant's Answer and Counterclaims and Eighth Motion to Compel alleging various violations of discovery orders and the Warrant of Attachment and seeking an order compelling Defendant to produce any and all responsive documents and information to any outstanding discovery requests. (**Exhibit F.**) Respondent filed a Reply in Opposition to Plaintiff's Motion to Strike on December 10, 2024. (**Exhibit G.**) On February 18, 2025, Appellant filed a Reply in Support of Motion to Strike Defendant's Answer and Counterclaims and Eighth Motion to Compel. (**Exhibit H.**) On April 29, 2025, Appellant filed a Supplement to Motion to Strike. (**Exhibit I.**) On May 2, 2025, Respondent filed a Reply to Plaintiff's Supplement to Motion to Strike.

C. Orders

On February 19, 2025, Judge Newman heard arguments on Respondents' First and Second Motions for Reconsideration and Appellant's Motion to Strike Defendant's Answer and Counterclaims and Motion to Compel. Judge Newman took the three motions under advisement pursuant to the Form 4 Order filed on February 20, 2025. The Form 4 Order also permitted Respondent to file a supplemental response to Plaintiff's Reply in Support of Motion to Strike filed on February 18, 2025. Accordingly, on February 28, 2025, Respondent filed a Second Reply in Opposition to Plaintiff's Motion to Strike.

On December 22, 2025, Judge Newman issued an order denying Appellant's Motion to Strike Defendant's Answer and Counterclaims and Eighth Motion to Compel and granting Respondent's Motion for Reconsideration of Order Regarding Warrant of Attachment filed on October 28, 2024, and Respondent's Second Motion for Reconsideration of Order Regarding Warrant of Attachment filed on December 19, 2024, dissolving the Warrant of Attachment.

Appellant immediately filed a Motion to Alter or Amend Orders on December 22, 2025. Less than an hour later, Appellant filed a notice of appeal of the Form 4 Orders (1) denying Plaintiff's Motion to Strike Defendant's Answer and Counterclaims and Eighth Motion to Compel filed on November 25, 2024, (2) granting Respondent's Motion for Reconsideration of Order Regarding Warrant of Attachment filed on October 28, 2024, (3) granting Respondent's Second Motion for Reconsideration of Order Regarding Warrant of Attachment filed on December 19, 2024, and (4) granting Defendant's Motion for Release of Matter to the General Docket filed on December 19, 2024. Appellant later filed an amended notice of appeal withdrawing Appellant's appeal of the Form 4 Order granting Defendant's Motion for Release of Matter to the General Docket filed on December 19, 2024 because the order is not immediately appealable.

On January 5, 2026, the Court of Appeals *sua sponte* issued correspondence requesting memoranda addressing whether the subject orders are immediately appealable. On January 15, 2026, Appellant filed Appellant's Memorandum of Law Regarding Appealability of Orders. Respondent now files this Return to Appellant's Memorandum of Law Regarding Appealability of Orders.

APPLICABLE LAW

“As a general rule, the service of a notice of appeal in a civil matter acts to automatically stay matters decided in the order, judgment, decree or decision on appeal, and to automatically stay the relief ordered in the appealed order, judgment, or decree or decision.” Rule 241(a), SCACR. “The exceptions to the general rule are found in statutes, court rules, and case law.” Rule 241(b), SCACR. These exceptions, for example, include where a judgment directs the assignment or delivery of documents or personal property as provided in S.C. Code § 18-9-150. Rule 241(b)(2), SCACR. In such a case, “the execution of [such a] judgment shall not be stayed by

appeal unless the things required to be assigned or delivered be brought into court or placed in the custody of such officer or receiver as the court shall appoint or unless an undertaking be entered into on the part of the appellant, with at least two sureties and in such amount as the court or a judge thereof shall direct, to the effect that the appellant will obey the order of the appellate court upon the appeal.” S.C. Code § 18-9-150. This is similar to the requirement that, before issuing a warrant of attachment, the circuit court “shall require a written undertaking on the part of the plaintiff, with sufficient surety, to the effect that if the defendant recover judgment or the attachment be set aside by order of the court the plaintiff will pay all costs that may be awarded to the defendant and all damages which he may sustain by reason of the attachment, not exceeding the sum specified in the undertaking[.]” S.C. Code §15-19-80. The failure to require such a bond is a fundamental defect in the proceeding requiring an order vacating the attachment. Guckenheimer v. Dryfus, 43 S.C. 443, 446, 21 S.E. 331, 332 (1895); Harrison v. Morris, 370 F.Supp. 142, 146 (D.S.C. 1974); see also Atwood Agency v. Black, 374 S.C. 68, 73, 646 S.E.2d 882, 884 (2007) (interpreting the same bond requirement for a preliminary injunction: “The circuit court’s order requiring only a nominal security bond does not satisfy Rule 65(c) because it erroneously assumes the injunction is proper instead of providing an amount sufficient to protect appellants in the event the injunction is ultimately deemed improper.”).

ARGUMENT

A. Appealability of Order Dissolving Warrant of Attachment

Appellant argues that an order dissolving a warrant of attachment is uniformly immediately appealable pursuant to Virginia-Carolina Chemical Company v. Wilkins, 105 S.C. 291, 89 S.E. 659, 661 (1916), based upon that court’s reasoning that the denial of a remedy by attachment

affects a substantial right of the plaintiff.⁴ In Wilkins, the South Carolina Supreme Court affirmed the circuit court's determination that an attachment of lumber that had been received by a buyer and was in the process of being shipped out of state without payment having been made to the seller should not have been issued. As a result, the Court dissolved the warrant of attachment. In doing so, the South Carolina Supreme Court noted that "[a]ppeals from orders vacating an attachment have constantly been heard by this Court[.]" Id. at 297, 89 S.E. at 10. The Court, however, also noted that whether the attachment should remain in force until it could be determined whether the order of dissolution was right was a moot question. Id. at 299, 89 S.E. at 13. The Wilkins Court specifically noted that "[w]hether or not an appeal from an order of dissolution does operate to stay actual dissolution until the appeal is heard need not now be decided, and ought not, for the facts do not make that issue." Id. at 300, 89 S.E. at 13-14.

In Melton v. Walker, 209 S.C. 330, 40 S.E.2d 161 (1946), the South Carolina Supreme Court first addressed the novel issue of whether an appeal from an order dissolving a warrant of attachment stays proceedings upon the order. In that case, the South Carolina Supreme Court again analyzed the facts particular to the case, including the pursuit of a property damage claim to a vehicle, along with the statute creating the right to obtain a warrant of attachment. The Melton Court determined that, with such facts, the statute "contemplates that the appeal stays dissolution of the attachment until it is decided, dismissed or abandoned." The Court reasoned that the "hardship upon the defendant is not real because he had his remedy for release of the property by

⁴ The South Carolina Supreme Court distinguished this case from Allen v. Partlow, 3 S.C. 417 (1872), in which the South Carolina Supreme Court had previously held that the dissolution of a warrant of attachment is not appealable where the defendant has deposited "special bail" with the circuit court to secure a potential judgment. The difference appears to turn on whether a substantial right of plaintiff is affected in the particular case. Accordingly, the dissolution of a warrant of attachment is not uniformly appealable.

the filing of a replevin bond [and] his rights are protected by the bond given by the plaintiff . . . to procure the attachment.” See also Lebovitz v. Mudd, 289 S.C. 476, 347 S.E.2d 94 (1986) (citing Melton v. Walker, 209 S.C. 330, 40 S.E.2d 161 (1946)).

The instant case is distinguishable from these two cases because the warrant of attachment in the instant case secures a highly contested, unliquidated tort claim, the hardship upon Respondent is real, and his interests are not protected by the bond provided by Appellant upon issuance of the Warrant of Attachment. Pursuant to the Warrant of Attachment, Respondent currently has \$2,980,676.38 in encumbered funds that are being held in his attorneys’ trust account and is prohibited from accessing his Charles Schwab trading account, which recently held a total value of \$4,328,739.89. Moreover, Respondent remains unable to address a lien on his Charles Schwab trading account causing thousands of dollars in continuing monthly losses. Further, in the ongoing family law matter, Appellant refuses to agree to allow Respondent to pay his child support obligations from the frozen funds, yet Appellant has sought to hold Respondent in contempt for failing to pay child support. Notably, since entry of the Warrant of Attachment on November 29, 2023, these amounts are secured only by a surety bond provided by Appellant in the amount of ten thousand dollars (\$10,000). This bond is patently insufficient to indemnify Respondent for the damages incurred by reason of the entry of the Warrant of Attachment. Accordingly, the facts particular to the case along with the statute creating the right to obtain a warrant of attachment do not support immediate appealability that stays actual dissolution until the appeal is heard.

B. Appealability of Order Denying Motion to Strike Defendant’s Answer and Counterclaims and Eighth Motion to Compel

Appellant argues that the Order Denying Motion to Strike Defendant’s Answer and Counterclaims and Eighth Motion to Compel is immediately appealable solely because the order has a sufficient nexus to the order dissolving the warrant of attachment. In Hodge v. UniHealth

Post-Acute Care of Bamberg, LLC, 422 S.C. 544, 813 S.E.2d 292 (Ct. App. 2018), the South Carolina Court of Appeals determined that the denial of a motion to compel a deposition had a sufficient nexus to the denial of a motion to compel arbitration because “Appellants raise their motion to compel the deposition as part of their reasoning as to why the circuit court erred in denying the motion to compel arbitration.” Id. at 575 n.9, 813 S.E.2d at 309 n.9. In that case, the appellants asserted that the requested testimony was relevant to whether the subject arbitration agreement was binding. Id. In essence, the South Carolina Court of Appeals found that a sufficient nexus existed because the determination of whether the appellants could take the deposition would likely determine the enforceability of the arbitration provision.

The Order Denying Motion to Strike Defendant’s Answer and Counterclaims and Eighth Motion to Compel is distinguishable from this case because the denial of the motion is not part of Appellant’s reasoning as to why the circuit court erred in dissolving the Warrant of Attachment. Moreover, the denied motion did not seek relief that would reinstate, preserve, or otherwise affect the validity of the Warrant of Attachment. Instead, the denial of the order is fundamentally distinct from the entry and dissolution of the Warrant of Attachment pursuant to S.C. Code § 15-19-10 *et seq.* because it is premised upon seeking punitive action against Respondent for allegedly violating the terms of the Warrant of Attachment and alleged violations of discovery. Whether the Warrant of Attachment remains in effect bears absolutely no nexus to Appellant’s ability to seek punitive action against Respondent.

In Hite v. Thomas & Howard Co., 305 S.C. 358, 360, 409 S.E.2d 340, 341 (1991), *overruled on other grounds by* Huntley v. Young, 319 S.C. 559, 462 S.E.2d 860 (1995), the South Carolina Supreme Court held that “an order that is not directly appealable will nonetheless be considered if there is an appealable issue before the Court and a ruling on appeal will avoid

unnecessary litigation.” *Id.* at 360, 409 S.E.2d at 341. In the instant case, an appellate ruling on whether the circuit court erred in denying the motion to strike and to compel will not avoid any unnecessary litigation. In fact, Appellant is likely to seek punitive remedies for any perceived violation of any applicable order or the rules governing the discovery process. As a result, this Court should find that the denial of the Order Denying Motion to Strike Defendant’s Answer and Counterclaims and Eighth Motion to Compel is not necessary to the appellate court’s review of the order dissolving a warrant of attachment, does not share a sufficient nexus to that order, and that its disposition would not avoid unnecessary litigation.

CONCLUSION

For these reasons, Respondent respectfully submits that the Order Dissolving Warrant of Attachment and Order Denying Motion to Strike Defendant’s Answer and Counterclaims and Eighth Motion to Compel are not immediately appealable. In the alternative, Respondent respectfully requests that Appellant obtain a bond in a sufficient amount to maintain the effect of the Warrant of Attachment during the pendency of the appeal.

Respectfully submitted,

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PROOF OF SERVICE

I certify that on January 26, 2026, I have served the **RESPONDENT’S RETURN TO APPELLANT’S MEMORANDUM OF LAW REGARDING APPEALABILITY OF ORDERS** on opposing counsel by e-mail in accordance with the South Carolina Supreme Court’s Order re: Methods of Electronic Filing and Service Under Rule 262 of the South Carolina Appellate Court Rules (as Amended May 6, 2022), addressed as follows:

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