

STATE OF SOUTH CAROLINA

COUNTY OF Beaufort

Diana Bright

Plaintiff,

vs.

Craig Bright

Defendant.

IN THE FAMILY COURT
14th JUDICIAL CIRCUITJUDGMENT IN A
FAMILY COURT CASE

Docket No. 2015-DR-07-286 & 2016-DR-07-778

Submitted by:

Judge Zimmerman

Attorney for ☐ Plaintiff ☐ Defendant
or
☐ Self-Represented Litigant ☐ GAL

DECISION BY COURT (check all that apply)

☒ This action came to trial, hearing or was resolved by consent and an order was rendered.☐ This action has been dismissed pursuant to ☐ Rule 12(b), SCRPC ☐ Rule 41(a), SCRPC
☐ Rule 43(k), SCRPC ☐ Family Court Benchmark
☐ Other: _____IT IS ORDERED AND ADJUDGED: ☒ See attached order; ☐ Statement of Judgment by the Court:☐ Additional information for Clerk: _____

ORDER INFORMATION

This is a ☐ Temporary ☒ Final order. If Final, does this order end the case? ☒ Yes ☐ No
Support ☐ is not ordered ☒ is ordered, and it is to be paid ☐ through the court. ☒ directly to the CP.

Case number under which support is paid if different from this one: _____

This order involves the immediate ☐ issuance ☐ dismissal of a bench warrant, or ☐ does not apply.☐ The following motions are ended by this order (include motion filing date): _____☒ This order adds or dismisses the following parties to this case:☐ dismiss ☐ add: The Law Office of Bacot and ☐ dismiss ☐ add: _____Padgett

INFORMATION FOR THE JUDGMENT INDEX/TRANSCRIPT OF JUDGMENT (§ 20-3-670(B)(1))

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

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

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

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the South Carolina Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk. Note: title abstractors and researchers should refer to the official court order for judgment details.

Family Court Judge

4185

Judge Code

November 19, 2025

Date

SCRPC Form 4E (12/2011)

1

EXHIBIT A

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:

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEYS FOR THE DEFENDANT(S)

CLERK OF COURT

Court Reporter: _____

Custodial Parent (if applicable): _____

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)
)
Diana Bright n/k/a Diana Januara)
Plaintiff,)
)
vs.)
)
Craig Jeremy Bright)
Defendant.)

IN THE FAMILY COURT
FOURTEENTH JUDICIAL CIRCUIT

CONTEMPT ORDER

2015-DR-07-286
2016-DR-07-778

Plaintiff Attorney: Katherine Ferguson

Defendant Attorney: Marshall L. Horton

Guardian ad litem: NA

Date of Hearing: November 5, 6, and
21, 2025

Judge: Mindy W. Zimmerman

Court Reporter: Cathy Young (5 & 6)

WebEx (21)

This matter came before me for a two-day trial that involved cross contempt actions. Both parties were present in the Courtroom for the entirety of the trial, along with their respective counsel as outlined hereinabove. At the conclusion of the trial, I issued a bench order advising the parties to return to the Beaufort County Courthouse on Friday, November 21, 2025 for a hearing at 8:30am to receive the Court's ruling. That portion of the proceeding was captured via WebEx in the Virtual Courtroom of the undersigned via the Technology Enhanced Courtroom (TECH).

PROCEDURAL BACKGROUND

These parties were divorced at a hearing before The Honorable Judy L. McMahon on March 9, 2016, with the signed order having been filed with the Beaufort County Clerk of Court on March 9, 2016. That Divorce Decree approved and incorporated the parties' written agreement, which detailed all of the provisions of their agreement regarding custody, support, their waivers of alimony, and the dissolutions of their marital estate. The agreement expressly included a waiver of any rights to appeal. In addition, the agreement included language regarding the operations of BNC Holdings, LLC, which was a significant marital asset that at the time owned six parcels of real estate. Per the agreement, the business would continue to operate until such time the parties could agree on an allocation of that real estate. If they couldn't agree, then the parties would participate in a mediation that would turn into binding arbitration to resolve such. Upon

completion, per the agreement, both parties would cooperate in having the arbitrator's award made a final order.

On June 17, 2016, Diana Bright n/k/a Diana Januara, filed a new action seeking, among other things, to address child related issues. That action was resolved by a Final Consent Order closing the case, that was executed by The Honorable Deborah A. Malphrus on September 18, 2017, and filed with the Beaufort County Clerk of Court on September 18, 2017. All the previous provisions of the parties' Final Decree of Divorce remained in full force and affect; however, the new order also included the following relevant provision: "Father shall not have any contact with Mother by any means except through her attorney." That order also included an attorney fee award that is relevant to the current contempt action.

For reasons that are neither clear, nor relevant to the questions at hand, the parties significantly delayed a resolution of the BNC Holdings, LLC issue. On November 4, 2019, they participated in the hybrid mediation/arbitration with Patricia Wilson of Dixon Hughes Goodman in Charleston, South Carolina. Some issues were resolved by agreement, but ultimately, the arbitrator had to decide how to divide the real estate. On January 5, 2020, Patricia Wilson issued a written arbitration award that included the parties' agreement, along with the decision of the arbitrator on all contested matters. Despite the agreement that the parties would cooperate in confirming the award and making it a final order, Craig Bright objected to the award and filed motions with the Court seeking to interfere with its approval and/or change the allocation of property. These motions were denied, and on March 9, 2021, The Honorable Gerald C. Smoak, Jr. approved the arbitration award, which was reduced to a written order filed with the Beaufort County Clerk of Court on May 26, 2021.

Despite his waiver of any right to appeal the award, Craig Bright filed an appeal with the South Carolina Court of Appeals. In an Unpublished Opinion under 2023-UP-037, the South Carolina Court of Appeals affirmed the trial court, and on February 1, 2023, the Clerk of the Court of Appeals issued a remittitur. Craig Bright immediately sought certiorari, which was initially granted, but in 2025-MO-027, the Supreme Court dismissed the appeal, and on February 5, 2025, the Clerk of the South Carolina Supreme Court likewise issued a remittitur stating that the Court was dismissing the case, finding that certiorari was improvidently granted.

During the process of the appeal, BNC Holdings, LLC continued to operate the business as it previously had, except that the parties did sell the property located at 23B Shelter Cove, Hilton



Head Island, South Carolina. The parties both concur that the proceeds from that sale were distributed appropriately and there is nothing before me in the present case related to that transaction.

On April 8, 2025, Diana Bright n/k/a Diana Januara filed a Petition with the Court seeking a Rule to Show Cause against Craig Bright for the following alleged violations of the court's order: failure to timely pay child support, failure to pay child support through State Disbursement Unit, failure to abide by restraining orders, which prohibited harassment and eventually barred all contact, failure to pay the court-ordered attorney fees, failure to produce a statement of the American Express points, failure to transfer one-half of the American Express points, failure to divide and dissolve BNC Holdings, LLC, failure to execute quitclaim deeds, and failure to reimburse the cash flow shortages into BNC Holdings, LLC. In addition, she requested attorney fees, accounting fees, and other costs associated with the Rule to Show Cause. It is also important to note that her petition seeks to hold Mr. Bright in not only civil, but also criminal contempt. The Court issued a Rule to Show Cause on April 11, 2025.

On October 8, 2025, Craig Bright filed a Petition with the Court seeking a Rule to Show Cause against Diana Bright k/n/a Diana Januara for failing to pay \$619,754.00 pursuant to the arbitration award, which was required in order to equalize the division of the property owned by BNC Holdings, LLC in violation of the court's order. He also sought fees and costs.

Following the filings of these rules, there have been various difficulties resulting in two continuances and a contested hearing on a motion to compel discovery filed by Mr. Bright. All issues raised in both petitions were; however, fully litigated before the undersigned on November 5 and 6, 2025 in the Beaufort County Courthouse.

FINDINGS OF FACT AND CONCLUSIONS OF LAW

Based upon due consideration of the evidence presented, argument of counsel, and review of the filings, I do hereby make the following findings of fact and conclusions of law:

1. Jurisdiction and venue are proper here in Beaufort County.
2. As the trier of fact, I have an obligation to gauge the credibility of each witness before the Court, and I hereby make certain specific findings of fact as to the credibility of each of the four witnesses that testified in the order of their testimony:



- a. Diana Bright k/n/a Diana Januara testified extensively about the hardships she has experienced from the years of contact by Craig Bright since their divorce. She testified that she wants the communication to stop, and yet, most of the communication is via text message or email, both of which she could have easily blocked, but chose not to do. Further, she testified that the delay in addressing some of the communication was that she was tired of litigation and wants to be finished with Court. Despite this testimony, she has filed a lawsuit in the Court of Common Pleas seeking monetary compensation for alleged defamation of her by Craig Bright¹. While she has every right to file litigation in another court, and the findings here are in no way a comment on the legitimacy of that cause of action, her decision to file such litigation, and pursue it for over five years seems to discredit the testimony that she wants to put an end to litigation with her ex-husband. The final concern with Ms. Januara's veracity relates to BNC Holdings, LLC. She complains about Mr. Bright's delay in dissolving this asset, yet she has been equally complacent. According to the arbitration award, she testified there that she had the funds readily available in savings to pay the \$619,754.00 she was required to pay Mr. Bright for purposes of equalizing the division. Further the arbitration award makes it clear that such funds were to be paid within sixty (60) days of the award, and would not be delayed; however, here we are five years later and nothing had been paid towards this division. For these reasons, I find her to have questionable credibility.
- b. Jeffery Kinard, who was declared by agreement of the parties to be an expert in accounting, forensics, and business valuation, was an extremely credible witness. He testified about his process and clearly articulated the work he has

¹ The Final Consent Order Ending Case in 2016-DR-07-778 included the following language, which certainly would prohibit defamation: "Neither party shall in any way- to include via social media- harm, disturb, harass, trouble, or interfere with the other party." The presence of this prohibition would have given Plaintiff, Diana Januara, relief in the current action without the need to initiate separate litigation for defamation.



done to account for the actions of the parties since the arbitration award. His calculations summarize what actually transpired since that time, but also explained the costs and benefits to each party of these actions. This resulted in a detailed explanation of what it would take to put the parties in the position they would have been if had they followed the Court's order. Further, he also discussed the tax consequences of such, despite the fact that those tax consequences actually benefit the opposing party. This demonstrated to the Court that Mr. Kinard was loyal to the math and displayed the veracity of his character.

- c. Ann Rosell, who was declared by agreement of the parties to be an expert in accounting, also appeared to be a truthful witness. Her testimony validated the data used by Mr. Kinard; however, the Court discounts her testimony, because her premise is inherently flawed. She attempted to calculate an equitable apportionment of these properties today, as if the parties were supposed to be equal partners for the past five years. The division should have occurred by now, but she relied on the lump sum cash buyout that was awarded based upon the circumstances that existed in 2020 and then seeks to apply interest to that lump sum. Such a result would give Mr. Bright the benefit of five years of intentional delay, with a windfall reward now for his misconduct. That result would ignore the arbitration award and subsequent agreement, and it would completely disregard the objective of the Family Court, which in regards to equitable apportionment is to sever all joint interest in the property as completely as possible. *Johnson v. Johnson*, 285 S.C. 308, 329 S.E.2d 443 (Ct. App. 1985). For these reasons, despite the fact that the witness appears to be truthful, it was necessary to disregard her testimony.
- d. Craig Bright appeared before this court devoid of credibility. This father, who professed his love and concern for his children, despite having extensive resources, has blatantly refused to pay child support timely for the entire decade since his divorce. On May 1, 2023, he signed a financial declaration reflecting \$87,998.00 in monthly income. During the trial, he submitted an updated financial declaration reflecting substantially less income, but still sufficient



funds to pay this obligation, and yet he fails to pay \$3,000.00 per month in child support. He talked extensively about what a savvy businessman he is, claiming that he has always been the one to negotiate all leases and other real estate deals, yet he claims that cannot figure out how to sign up for the State Disbursement Unit, which is the child support system frequently used by men and woman of various backgrounds and with varying levels of education, without issue, all around the State of South Carolina. He filed an appeal of this litigation, which was meritless. By his own email², he indicates it was a “tactic” “to stretch out everything.” He also stated that he “appreciate[d] the interest free loan she provides.” He claims that he struggles to resist the urge to communicate with his ex-wife, because of his “heart-felt” emotions and his desire to catch even a small glimpse of his children, but he has been able to control his behavior and communicate appropriately in the business transactions that have made him a very wealthy, successful man. After all, this court has to judge him based upon his actions over the past decade, and not the words from his testimony, that all appear to be self-serving and hollow.

3. As will be explained further hereinbelow, this Court finds it necessary to appoint a sequestrator. These parties have utilized the services of numerous attorneys at various times throughout this divorce, the appeals, and the civil litigation. Further, it is to be expected that they have dealt with numerous real estate attorneys in their various ventures. In order to avoid even the appearance of a conflict with either party, I find it appropriate to use the services of a law firm outside of the South Carolina low country. Thus, I hereby appoint The Law Firm of Bacot & Padgett, LLC, located at 414 Monument St., Ste. C, Greenwood, South Carolina 29646 to be the sequestrator and have the responsibilities designated hereinbelow.

² Plaintiff's Exhibit 10



- a. The Law Firm of Bacot and Padgett, LLC shall be compensated for services rendered as follows:
 - i. \$400.00 per hour for attorney services
 - ii. \$150.00 per hour for the services of legal assistants
 - iii. Actual reimbursement for any expenditures, including costs of any professional that needs to be hired.
 - b. All services related to the child support issue shall be billed exclusively to Defendant, Craig Bright, and may be paid from the investment account created hereinbelow. This shall include any funds spent on enforcement of this order.
 - c. All services billed for time spent on the allocation of property from BNC Holdings, LLC shall be billed against each individual piece of property and paid by the person to whom that property was allocated.
 - d. The parties shall timely pay bills for the services of the sequestrator.
4. Contempt of Court is the willful disobedience of an order of the court. "A willful act is defined as one done voluntarily and intentionally with the specific intent to do something the law forbids, or with the specific intent to fail to do something the law requires to be done; that is to say, with bad purpose either to disobey or disregard the law." *Spartanburg County Dept. of Social Services v. Padgett*, 296 S.C. 79, 82–83, 370 S.E.2d 872, 874 (1988). "Contemptuous behavior is conduct that tends to bring the authority and administration of the law into disrespect." *Ex parte Stone v. Reddix-Smalls*, 295 S.C. 514, 516, 369 S.E.2d 840, 840–41 (1988). "Where there is deliberate purpose to corrupt administration of justice, accompanied by definite overt act on part of contemnor, designed to carry purpose into effect, notwithstanding failure of design, one is guilty of contempt..." *State v. Bowers*, 270 S.C. 124, 132, 241 S.E.2d 409, 412 (1978). "Intent is a necessary element in criminal contempt." *State v. Scott*, 269 S.C. 542, 546, 238 S.E. 2d 217, 218–19 (1977).
5. With regards to the failure to pay child support: I find the Defendant, Craig Bright, in willful criminal contempt. Despite his resources, he has blatantly and intentionally refused to support his children, repeatedly. He uses his child support obligation as some type of incentive to try to force Ms. Januara into having continued communication with him, implying that he needs to speak with her each month about



the support before he can pay it. On occasions, he pays fractions of the support obligation, through various means, forcing her to have to exert extra effort to keep a tally on what has actually been paid. Each time she files a contempt action, and she testified that this was the seventh such action, on the eve of trial, he pays the full balance of the support obligation that he had previously refused to pay. Despite previous contempt sanctions, he has again disregarded the plain directive of the court to pay his support, which was set by agreement of the parties.

6. Because Mr. Bright's actions with regards to his child support obligation have been so blatant, repetitive, and defiant, the Court finds it appropriate to issue a rather unique sanction for the contempt. It is the hope of the undersigned that this sanction will resolve the issue on a permanent basis. Towards that end, the Court has calculated the total anticipated child support obligation for Craig Bright, and I hereby require that sum be turned over in full to The Law Firm of Bacot & Padgett, LLC as sequestrator for the funds to be invested and used to pay child support as further detailed hereinbelow:

- a. The parties agreed to specifically set child support at \$3,000³ per month, with the agreement that the support "will decrease by one-third upon the emancipation of each child, as defined by and pursuant to South Carolina statute."
- b. The Court anticipates that the children will each emancipate as a result of their high school graduation in May following their eighteenth birthday, which would result in a total obligation of \$174,000.00, based upon the following calculations:

³ "The parties acknowledge[d] that their combined income [wa]s 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." See Final Order Approving Final Settlement Agreement and Decree of Divorce filed March 9, 2016 in 2015-DR-07-286.

Anticipated Total if Children Emancipate in May (graduation) following their 18th Birthday:

	2025	2026	2027	2028	2029	2030	2031	2032	2033	GRAND TOTAL
January		\$3,000.00	\$3,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$1,000.00	\$1,000.00	
February		\$3,000.00	\$3,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$1,000.00	\$1,000.00	
March		\$3,000.00	\$3,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$1,000.00	\$1,000.00	
April		\$3,000.00	\$3,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$1,000.00	\$1,000.00	
May		\$3,000.00	\$3,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$1,000.00	\$1,000.00	
June		\$3,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$1,000.00	\$1,000.00		
July		\$3,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$1,000.00	\$1,000.00		
August		\$3,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$1,000.00	\$1,000.00		
September		\$3,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$1,000.00	\$1,000.00		
October		\$3,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$1,000.00	\$1,000.00		
November		\$3,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$1,000.00	\$1,000.00		
December	\$3,000.00	\$3,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$1,000.00	\$1,000.00		
TOTALS	\$3,000.00	\$36,000.00	\$29,000.00	\$24,000.00	\$24,000.00	\$24,000.00	\$17,000.00	\$12,000.00	\$5,000.00	\$174,000.00

- c. The Court also recognizes that it is possible that child support could continue until they turn nineteen, at the latest. For purposes of calculating the total due of \$187,000.00, the Court uses that latest date of emancipation to ensure the account is fully funded (see chart below).

Anticipated Total if Children Emancipate upon their 19th Birthday:

	2025	2026	2027	2028	2029	2030	2031	2032	2033	GRAND TOTAL
January		\$3,000.00	\$3,000.00	\$3,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$1,000.00	\$1,000.00	
February		\$3,000.00	\$3,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$1,000.00	\$1,000.00	
March		\$3,000.00	\$3,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$1,000.00	\$1,000.00	
April		\$3,000.00	\$3,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$1,000.00	\$1,000.00	
May		\$3,000.00	\$3,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$1,000.00	\$1,000.00	
June		\$3,000.00	\$3,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$1,000.00	\$1,000.00	
July		\$3,000.00	\$3,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$1,000.00	\$1,000.00	
August		\$3,000.00	\$3,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$1,000.00	\$1,000.00	
September		\$3,000.00	\$3,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$1,000.00	\$1,000.00	
October		\$3,000.00	\$3,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$1,000.00		
November		\$3,000.00	\$3,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$1,000.00	\$1,000.00		
December	\$3,000.00	\$3,000.00	\$3,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$1,000.00	\$1,000.00		
TOTALS	\$3,000.00	\$36,000.00	\$36,000.00	\$25,000.00	\$24,000.00	\$24,000.00	\$22,000.00	\$12,000.00	\$5,000.00	\$187,000.00

- d. Upon receipt of the total fund, the sequestrator shall invest the full amount in an annuity or other appropriate income earning account. While the sequestrator should strive to find an account that is high yielding, it is necessary to also ensure that the account can make monthly payments as instructed by the sequestrator and to ensure that the account is safe and stable and should not unnecessarily risk the investment just to achieve a nominally higher rate.

- e. Neither party may have direct access to the investment. The sequestrator will control the distribution of funds.
- f. Both parties must always keep the sequestrator updated as to their contact information and shall cooperate with the sequestrator in a timely manner.
- g. The parties are hereby required to immediately provide the sequestrator with the full names and full dates of birth of each child.
- h. The initial support payments of \$3,000.00 will begin December 1, 2025 and continue on the first day of each month thereafter. All parties should understand that the first payment cannot be sent by the sequestrator until the funds are deposited with the sequestrator.
- i. Payments will decrease by \$1,000 on the 1st day of the month following each child turning 18, unless prior to the 18th birthday of the child, Ms. Januara provides proof that such child is still enrolled in high school.
- j. If the child is in school, then the payment will decrease by \$1,000 on the 1st day of the month of June immediately following each child's 18th birthday, unless Ms. Bright provides proof that such child is still enrolled in high school; provided however, that support must be reduced at the very latest on the 1st day of the month of June that immediately follows that particular child's 19th birthday.
- k. Should, as a result of a Court finding a substantial change in circumstances, the support obligation be altered, the parties have an affirmative duty to immediately notify the sequestrator of the change in the support obligation, so that the payments may be altered to reflect the new order.
- l. If child support is ever increased by the Court, or for some other reason it becomes evident that the annuity is underfunded, the sequestrator may request additional funds be deposited by the Defendant, Craig Bright, in order to appropriately fund the annuity, and he must comply within 10 days of such request.
- m. All growth will be held by the investment account until the emancipation of the last child.



- n. Upon the emancipation of the last child, the sequestrator shall close the investment account and disburse all remaining funds to the Defendant, Craig Bright.
 - o. The sequestrator shall be compensated for the time spent managing the account and the disbursements from the account, on a consistent basis, at the hourly rate set forth hereinabove; provided however, that they must keep a record of time spent and provide an accounting of the same to the Defendant, Craig Bright, upon his request.
 - p. The management of this investment will span over a period of eight years, and the Court finds it reasonable to estimate that the sequestrator will spend at least fifty (50) hours in the management of this investment over that time, thus an additional \$20,000.00 should be deposited as an upfront retainer for the sequestrator's services. These funds may also be deposited into the income earning accounts and held there until earned by the sequestrator.
 - q. From this date forward, any money sent directly to the Plaintiff, Diana Januara, by the Defendant, Craig Bright, will be treated as a gift from the Defendant to the Plaintiff and will not be credited towards any court-ordered child support obligation.
7. With regards to his failure to pay support through the State Disbursement Unit, I find the Defendant, Craig Bright, in civil contempt of court. He is hereby sentenced to six (6) months in jail, but he may purge that sentence by transferring the sum of \$207,000.00 to The Law Firm of Bacot & Padgett, LLC as sequestrator in order to fully fund the child support investment account outlined hereinabove. Immediately following the hearing on November 21, 2025, the Court will provide counsel for both parties, via electronic mail, the wiring instructions for the sequestrator in order to expedite the transfer. Upon receipt of the funds, The Law Firm of Bacot & Padgett, LLC as sequestrator may provide the Clerk of Court for Beaufort County with a written affidavit confirming the receipt of such, and that shall be sufficient to satisfy the purge and release the Defendant, Craig Bright, from jail. This affidavit may be sent by electronic mail from either Attorney Adam Bacot or Attorney James Graham Padgett, III. The sentence shall begin on November 21, 2025, immediately following the



announcement of this order at the hearing where he shall be taken into custody. Defendant, Craig Bright, should be aware that this process to purge this portion of his contempt sentence is contingent upon the sequestrator's bank alerting the sequestrator of receipt of the wired funds(as opposed to notice that the funds have left the Defendant's account), the sequestrator's ability to communicate receipt of the funds to the Clerk of Court, and for the Clerk of Court to process the sequestrator's affidavit.

8. There is no doubt that the Defendant, Craig Bright, has failed to abide by restraining orders, as he has continued to communicate with Ms. Januara via text message and email. He has sent her videos via email. He has driven past her house. All of this conduct was clearly inappropriate and clearly in violation of the court order; however, as mentioned hereinabove, so much of the heartburn caused by these communications could have been easily avoided by the Plaintiff, Diana Januara, simply blocking the communication. The exception of course being the one incident when he drove past the Plaintiff's home, and for this incident there is no justifiable excuse. I hereby find the Defendant, Craig Bright, in willful contempt of court and sentence him to twenty (20) hours of community service, which must be done in Beaufort County at a registered 501(c)(3), and must be completed on or before December 1, 2026. Should the Defendant fail to submit proof of completion of this community service to the Beaufort County Clerk of Court by December 1, 2026, then the Clerk of Court shall issue an arrest warrant, at which time the Defendant will serve twenty days in jail in lieu of the twenty hours of community service.
9. The Plaintiff, Diana Januara, is hereby admonished that she should block the phone number and email address of the Defendant, Craig Bright, to avoid further unwarranted communication.
10. The Defendant, Craig Bright, has also harassed the Plaintiff, Diana Januara, in the way he has made partial child support payments, as outlined herein above in the discussion regarding child support. His act of making various partial payments via a variety of methods was not an effort to satisfy his obligation, but was instead done entirely for the purpose of increasing the stress and drama in this case. He has been prohibited by previous order from making direct payments, and as discussed above, he has clearly violated that order. This Court again reaffirms the prohibition against direct payments



to Plaintiff, Diana Januara. Moving forward, any money sent directly to the Plaintiff, Diana Januara, by the Defendant, Craig Bright, will be treated as a gift from the Defendant to the Plaintiff and will not be credited towards any court-ordered child support obligation.

11. In addition to the communication with her, the Plaintiff, Diana Januara, also submitted communication to her attorney⁴, which she alleges to be a part of the harassment. This Court specifically finds that those communications are not a violation of the Court order. In fact, given that the Defendant was barred from having any communication with the Plaintiff, and the parties were involved in ongoing litigation, the appropriate way for him to communicate about the litigation would be through her counsel. Plaintiff's argument that these communications could result in increased attorney fees, is not persuasive. Counsel further made an argument about the specific tone of the communication, and in fact, in one email he referred to Attorney Ferguson by calling her a very vulgar word. While that communication did demonstrate a level of unprofessionalism and immaturity on the part of Mr. Bright, it does not violate any provisions of any order. In fact, such communication is a rather accurate reflection of the ever-diminishing sense of respect and decorum in today's society, and while that is, in the opinion of this jurist, a tragedy of our times, it is not something that this court can penalize. Further, it is the duty of all members of the Bar to rise above such triviality and continue to exemplify the ethics and values to which we have pledged our allegiance in our oath of civility.
12. The Court also finds Defendant, Craig Bright, in willful contempt of court for failure to pay the court-ordered attorney fees, although the fees have now been paid. For this contempt, I find it appropriate to sentence him to community services, with this service being in addition to the community service outlined hereinabove for his violations of the prohibitions against harassment and contact, and thus he is required to complete an

⁴ Plaintiff's Exhibit 32

M2

additional twenty (20) hours of community service, which must be done in Beaufort County at a registered 501(c)(3), and must be completed on or before December 1, 2026. Should the Defendant fail to submit proof of completion of this community service to the Beaufort County Clerk of Court by December 1, 2026, then the Clerk of Court shall issue an arrest warrant, at which time the Defendant will serve twenty days in jail in lieu of the twenty hours of community service.

13. The Defendant, Craig Bright, has also willfully violated the prior order of the court by refusing to divide the American Express points. The necessary first step in this process is to obtain a statement showing how many points the parties owned as of November 4, 2019⁵, since the points cannot be appropriately divided without first knowing the amount to divide. These were originally Starwood Points, but the undisputed testimony of the Plaintiff is that Starwood was acquired by Marriott, thus the records must now be accessed through a Marriott Bonvoy account. Plaintiff's Exhibit 9, which was entered without objection, demonstrates how simple it would be for the Defendant to obtain this information. According to the undisputed testimony, those instructions were provided to the Defendant, and yet, he still has refused to find out the point balance. His testimony was that he didn't know the number of points, but he provided no testimony of his attempts to investigate the points. Further, he acknowledged that at the time, he had two point-earning American Express Cards. He gave no explanation for why he has not used the few moments it would take to go online and request the historic statement of the points. The Defendant also testified that he doesn't know how to divide the points or how much they are worth, and yet, he produced zero evidence of his efforts to obtain that information. This absence of effort on his part amounts to willful contempt. He is hereby sentenced to thirty (30) days in jail, to begin June 1,

⁵ Per the Arbitration Award: "The parties further agree[d] that the Defendant [would] provide an AMEX statement showing the AMEX points (Starwood points) as of November 4, 2019 to Plaintiff's counsel no later than January 6, 2020. Thereafter, the Defendant shall transfer one half (1/2) of the points as of November 4, 2019 to the Plaintiff within thirty (30) days of the approval of this Arbitration Order."

2026, unless he has purged the sentence by compliance with the prior order on or before June 1, 2026 as stated herein below:

- a. Defendant, Craig Bright, shall follow the specific instructions detailed in Plaintiff's Exhibit 9 to obtain the total number of points in existence as of November 4, 2019, and provide that statement to Attorney Katherine Ferguson.
- b. No later than 8:00am on June 1, 2026, Defendant, Craig Bright, shall either transfer one-half of the points in existence on November 4, 2019 or he may pay one-half of the value of the same by certified check delivered to the Law Office of Katherine Ferguson payable to Plaintiff, Diana Januara.
 - i. Should he choose to transfer the points, he must deliver to Attorney Katherine Ferguson written confirmation of the transfer. That confirmation must establish that the points are now in the name of Plaintiff, Diana Januara, and they must give any necessary information for her to access the same.
 - ii. If the Defendant, Craig Bright, chooses to pay the cash value, the check must be accompanied by a written statement from Marriott of the dollar value of each point.
 - iii. If the Defendant, Craig Bright, does not have enough points at his disposal to transfer to Plaintiff, Diana Januara, the entire amount to which she is due, then he must pay the cash value. In other words, the value will be paid to her entirely in points or entirely in dollars, but he cannot divide this balance between points and money.
 - iv. The Defendant, Craig Bright, is expressly prohibited from transferring the monetary value directly to Plaintiff, Diana Januara. Any cash funds transferred directly to her will be treated as a gift to her and will not be credited towards this obligation.
- c. If Defendant, Craig Bright, has not purged the sentence, then Plaintiff, Diana Januara, may submit an affidavit to the Beaufort County Family Court requesting the issuance of an arrest warrant and enforcement of the thirty (30) days sentence outlined herein above.



14. Both parties have alleged various violations of the prior orders regarding BNC Holdings, LLC. The Plaintiff, Diana Januara, alleges that the Defendant, Craig Bright, has willfully failed to divide and dissolve BNC Holdings, LLC, willfully failed to execute the necessary quitclaim deeds, and willfully failed to reimburse the cash flow shortages into BNC Holdings, LLC. The Defendant, Craig Bright, alleges that the Plaintiff, Diana Januara, has willfully failed to pay the sum of \$619,754.00 pursuant to the arbitration award, which was required in order to equalize the division of the property owned by BNC Holdings, LLC. They are both absolutely correct in all these allegations. These parties have both disregarded the directive of the arbitrator, neglected their respective obligations, and ignored the Court's attempt to sever all their joint interests in the properties. Both parties appear to have been content to sit back and wait for the other to take action, while neither of them took responsibility for any of their own obligations. Now they both appear before this Court with a victim mentality, while still taking no initiative. Their mutual complacency makes it necessary for this Court to involve an independent third party and grant to that third party the responsibility to do what these parties should have done over five (5) years ago.
15. The parties have a significant dispute over the meaning of the words in the arbitration award, and to reconcile the Court's ruling with the written award, and subsequent order, I do hereby make the following specific findings as to the Court's interpretation of that award:
- a. With regards to the payment of the \$619,754.00, the award states as follows:
"Additionally, in order to effectuate the in-kind distribution as described on **Exhibit C**, and considering the Plaintiff's credit of \$127,000, Plaintiff shall pay the Defendant the sum of \$619,754 within 60 days from the approval of this Arbitration Order. Plaintiff testified that she has substantial savings but lives off the income of the properties. Payment to Defendant of this sum in 60 days from the signing of this Order would not appear to be a hardship in these circumstances."
 - b. The Arbitration Award makes it clear that the lump sum total due from the Plaintiff to the Defendant should have been paid within "60 days of approval"



of the arbitration award and was not conditioned upon any transfer of real estate. Thus, the Plaintiff's defense that she did not pay, because she had not yet received the properties is a meritless defense.

- c. With regards to the transfer of the five parcels of real estate, the award states as follows: "The parties shall cooperate to execute appropriate refinancing and deeds to facilitate this distribution. All deeds shall be executed at least 48 hours prior to the refinancing of the property. No properties other than 23-B Shelter Cover Lane shall be held in BNC."
- d. As of the trial, all properties, except 23-B Shelter Cove⁶ remain titled to BNC Holdings, LLC, according to the testimony.
- e. With regards to the business operations of BNC Holdings, LLC, the award states as follows: "The parties agree that BNC shall continue business as normal subject to the order filed on October 17, 2019 until December 31, 2019 (or such time as an arbitration award is issued) and that BNC shall pay the 2019 real estate property taxes for all the properties no later than January 15, 2020." *Emphasis added.* These parties have continued to operate as equal partners, which has largely benefited Craig Bright, since the properties awarded to Diana Bright, n/k/a Diana Januara, have largely paid the expenses for the property awarded to Craig Bright. This was never the intention of the arbitrator's award. In fact, the plain language of the award demonstrates that the award intended for the division to happen forthwith. Further, the plain language of the award makes it clear that the business was not supposed to continue to operate as a joint endeavor.
- f. With regards to the dissolution of BNC Holdings, LLC, the award states as follows: "Upon the sale of 23-B Shelter Cove, the bank accounts of BNC shall be equally divided and closed. BNC shall be dissolved. The parties will be

⁶ 23-B Shelter Cove was sold and the proceeds distributed. Both parties agree that these distributions were done consistent with the Arbitration Award.



equally responsible for all costs associated with the dissolution of BNC Holdings, LLC and any subsequent tax filings, if necessary.”

- g. It is important to note that you cannot dissolve a business entity while that business entity still owns assets, because doing so would mean that the entity no longer exists to distribute those assets; therefore, while I find that the business should have continued operations as it did, I do not believe that there was any way to dissolve this entity prior the entity transferring all property out of the entity.

16. Since the parties disagree as to the impact of the appeal, it is relevant to comment on the law regarding the stay; however, that stay is no longer in place, as all issues related to the appeal have been resolved. Further, since the South Carolina Court of Appeals affirmed the order of the Family Court, I find it appropriate to now enforce the order as issued in 2020. The parties should have acted immediately following the remittitur and complied with the 2020 order.

- a. An appeal of the underlying order may operate as a stay or supersedes and prevent it from being enforced by contempt during the pendency of the appeal. S.C. Appellate Court Rule 241 (2011).
- b. An appeal of a family court order regarding a child or the payment of support for a child or a spouse; or awarding the payment of temporary suit costs or attorney fees, does not act to automatically stay the enforcement of the order. S. C. Appellate Court Rule 241(6), (9) (2011).
- c. An appeal of an award of equitable distribution or attorney fees (other than temporary attorney’s fees) does; however, automatically stay the award. *Lassiter v. Lassiter*, 291 S.C. 136, 352 S.E.2d 486 (1987); *Woodside v. Woodside*, 290 S.C. 366, 350 S.E.2d 407 (S.C. Ct. App. 1986).

17. As detailed herein above, this court has appointed The Law Firm of Bacot & Padgett, LLC, located at 414 Monument St., Ste. C, Greenwood, South Carolina 29646 to be the sequestrator in this case, and as such, that law firm shall immediately take full control of BNC Holdings, LLC. The law firm shall have full authority to choose the property manager for all BNC Holdings, LLC properties. They may continue to use the services of Phil Hartman, as the parties previously did; however, if at any point it



appears that Mr. Hartman is not in full compliance with the directives contained in this order, then they may make the unilateral decision to change property managers. All decisions about the operation of the business, including lease contracts and/or renewals, shall be made by the sequestrator, with the goal being to shut down BNC Holdings, LLC and distribute the property as quickly as possible.

18. The primary concern of the Court is the fact that most of the properties still have a mortgage, and there is no evidence that the parties have taken action to refinance any of the properties⁷. Thus, I find it appropriate to transfer complete control of all properties that still have joint debt attached to the sequestrator to hold in trust until such time as the parties refinance their respective obligations. Although title remains the same, the sequestrator's appointment immediately divests the owner of possession, management, and control of these properties. The owner may not transfer ownership or otherwise act with regards to the property, and the sequestrator may immediately file any *lis pendens* or other document necessary to prevent such. The following properties now fall under the control of The Law Firm of Bacot & Padgett, LLC as sequestrator:

- a. 11 Parameter Dive, Bluffton, South Carolina
- b. 19 Sheridan Park, Unit 3, Bluffton, South Carolina
- c. 1472-1476 Fording Island Road, Bluffton, South Carolina
- d. 9204 Speedway Blvd., Hardeeville, South Carolina⁸
- e. 19 Executive Park Road, Hilton Head Island, South Carolina

⁷ The Court recognizes that Plaintiff, Diana Januara, testified that she was planning to refinance the properties, but she didn't because the Defendant, Craig Bright, had not executed the deeds; however, it is unclear as to what, if any, steps she had taken towards the actual refinance. Further, she acknowledged that the deeds were not prepared until earlier this year, which is after her alleged attempts to refinance. Her testimony about her attempts was vague and not credible.

⁸ The testimony at trial was that there is no longer a joint debt associated with this property. Upon verification of the same by the sequestrator, this property may be transferred to the Plaintiff, Diana Januara, or her designated recipient. If the sequestrator can substantiate the same prior to the November 21, 2025 court date, then it will be unnecessary for this property to be transferred into the name of the sequestrator, and any fees associated with this verification can be assessed by the sequestrator against another property allocated to Plaintiff, Diana Januara. Proof of the satisfaction of the debt will be established by the filing of a mortgage satisfaction with the Beaufort County Register of Deeds.



19. Even if the parties have taken actions to transfer these properties out of the name of BNC Holdings, LLC since the time of their testimony, the property shall still be transferred into the possession and control of the sequestrator and thus held until such time as all debt associated with each property has been satisfied, as detailed hereinbelow.
20. Starting immediately, the parties shall receive absolutely no monetary benefits from any of the properties held by the sequestrator. There may be no distributions of any kind to the parties from BNC Holdings, LLC or the property manager.
21. A clocked copy of this order shall be sent today to Phil Hartman as property manager for the properties held by BNC Holdings, LLC, and all communications regarding these properties shall go through the sequestrator, The Law Office of Bacot and Padgett, LLC. The parties may no longer have any direct communication with Phil Hartman about any of these properties.
22. All income from these properties shall be held by either the Property Manager or the sequestrator, as designated by the sequestrator.
23. Per the Arbitration Award the following properties were awarded to Plaintiff, Diana Januara, and as soon as she pays or refinances the outstanding debt on these properties, the sequestrator shall immediately transfer these properties to her:
 - a. 11 Parameter Drive, Bluffton, South Carolina
 - b. 1472-1476 Fording Island Road, Bluffton, South Carolina
 - c. 9204 Speedway Blvd., Hardeeville, South Carolina
24. Per the Arbitration Award the following properties were awarded to Defendant, Craig Bright, and as soon as he pays or refinances the outstanding debt on these properties, the sequestrator shall immediately transfer these properties to him:
 - a. 19 Sheridan Park, Unit 3, Bluffton, South Carolina
 - b. 19 Executive Park Road, Hilton Head Island, South Carolina
25. Expenses associated with any property awarded to Plaintiff, Diana Januara, may be paid by rents from any of the properties awarded to Plaintiff, Diana Januara. Similarly, expenses associated with any property awarded to Defendant, Craig Bright, may be paid by rents from any of the properties awarded to Defendant, Craig Bright. At no time can rent from the property of one party be used to satisfy obligations of the



properties awarded to the other party. Should one parties' property have insufficient income to satisfy the obligations of that party's property, it will be the duty of the party awarded said property to pay such obligations.

26. With regards to the property located at 19 Executive Park Road, Hilton Head Island, South Carolina, I find the conduct of the Defendant, Craig Bright, particularly egregious, because this property is a huge liability to BNC Holdings, LLC, as it houses the non-marital business of Defendant, Craig Bright, who pays nothing towards the real estate's expenses⁹. As such, the Defendant, Craig Bright, shall be given thirty (30) days to either pay the mortgage in full or refinance the loan. On December 22, 2025, if he has failed to satisfy this debt, the sequestrator shall, with the assistance of the property manager, take immediate action to lock Defendant, Craig Bright, and his business/employees out of the building. All operations of the Defendant at this property shall cease immediately on December 22, 2025, and he may not resume operations until such time as the joint debt is satisfied and the property is transferred to him.
27. The sequestrator and the property manager must separate bills for any of their services for each respective property, such that each party shall only be responsible for the time spent on the property that was awarded to them. Any fees for the sequestrator or property manager for each respective property must be paid in full for that property prior to the sequestrator executing necessary documentation to restore control of the property to the respective party; provided however, that such payment may be made by a closing attorney in the event of a refinance of the debt.
28. When it is appropriate for a property to transfer to an individual party, the sequestrator shall draft a quitclaim deed for such transfer, and the Beaufort County Clerk of Court is hereby directed to execute such quitclaim deed immediately upon presentment from the sequestrator.

⁹ Since the arbitration award, the mortgage, taxes, insurance, and upkeep on this building have been paid by utilizing the rental incomes from the properties allocated to Plaintiff, Diana Januara.



29. Since the arbitration award directed that the operation of BNC Holdings, LLC cease back in 2020, and the parties were supposed to receive their respective properties, it is clear that BNC Holdings, LLC has issued erroneous K-1s¹⁰. Based upon the testimony of Jeffery Kinard, it appears that the tax returns for BNC Holdings, LLC for the years 2022, 2023, and 2024 can be amended to reflect a division of the property consistent with the arbitration award, and thus, the parties shall immediately direct Carey & Company, PA, located at 70 Main Street, Suite 100, Hilton Head, SC 29926 to prepare and file amended tax returns for the years 2022, 2023, & 2024 for BNC Holdings, LLC. These returns should not treat the parties as equal partners, but should allocate the properties consistent with the arbitration award, and should Carey & Company, PA need additional guidance in regards to the same, the parties shall employ Jeffery Kinard to assist with these amendments. The parties shall equally divide the costs associated with the amendment of these returns, including compensating Carey & Company, PA, and if necessary, Jeffery Kinard for these services. These amendments will then result in a need for each party to amend their own personal tax returns.
30. For the 2025 tax year, the parties shall also employ the services of Carey & Company, PA to file the BNC Holdings, LLC tax return, and they shall equally divide this expense. The tax returns for the year 2025 shall assume all profit and/or loss was allocated consistent with the arbitration award and issue the K-1s to the parties accordingly. Should they require any guidance in this allocation, they may receive assistance and direction from Jeffery Kinard, at the expense of the parties, who shall equally divide any expenses associated therewith.
31. For the years 2020 and 2021, according to Jeffery Kinard, it is no longer possible to amend those returns; however, in his calculations, Mr. Kinard ascertained the monetary

¹⁰ For purposes of clarity, it does appear that there were any errors made by the tax preparer, since they prepared the taxes based upon the information and instructions provided to them. It appears that the directive given to the tax preparer by the parties was to treat the business as though it was still an ongoing business with the parties dividing profits and/or losses on a 50-50 (equal) basis. This presumption resulted in the preparer drafting the businesses tax returns based upon that presumption, which disregarded the arbitration award and order of the Court.



cost to Defendant, Craig Bright, for the erroneous returns. In those same calculations, Mr. Kinard reallocated the funds necessary to compensate Defendant, Craig Bright, for that loss, and I find his testimony credible.

32. With regards to the equitable apportionment and the total sum due to Defendant, Craig Bright, I find Jeffery Kinard's testimony particularly relevant and credible. Plaintiff's Exhibits 16 through 23 detail how over the five years since the arbitration award, the properties awarded to Plaintiff, Diana Januara, have paid the expenses for the properties allocated to Defendant Craig Bright, to the great detriment of Plaintiff, Diana Januara. In total, Plaintiff, Diana Januara has experienced a shortfall from her properties of \$715,235.00 through March 31, 2025. Plaintiff's Exhibit 10 also demonstrates that this was the specific intent of Defendant Craig Bright, as he apparently filed an appeal that he knew had no merit in order to continue to enjoy the benefit of the income from Plaintiff Diana Januara's properties. This is contrary to the arbitration award and absolutely inequitable.
33. Since March 31, 2025, the Plaintiff's properties have paid \$3,741.00 in additional note payments for properties allocated to Defendant, for a total shortfall of \$718,976.00.
34. Jefferey Kinard's testimony and Plaintiff's Exhibits 16 through 23 also demonstrate the total credit due to Plaintiff, Diana Januara, for the money her properties spent towards the upkeep of Defendant Craig Bright's properties; however, Plaintiff's Exhibits 24 and 25 recognize that Defendant, Craig Bright, should be entitled to a credit for additional taxes he paid due to the erroneous tax filings by BNC Holdings, LLC. As summarized by Plaintiff's Exhibit 26, these calculations reach the conclusion that Plaintiff, Diana Januara, should pay the sum total of \$3,692.00 to Defendant, Craig Bright, based upon the following:
- a. The original amount due for equitable apportionment was \$619,754.00.
 - b. Since the entry of the arbitration award, Plaintiff, Diana Januara, has lost \$718,976.00 in the use of her properties to keep up Defendant, Craig Bright's properties.
 - c. Defendant Craig Bright paid \$102,914.00 in additional taxes for the 2020 and 2021 tax years based upon the erroneous apportionment of the BNC Holdings, LLC profit.



d. \$619,754.00 plus \$102,914.00 equals \$722,668.00 due to Defendant Craig Bright, but when that is reduced by the shortfall to Plaintiff, Diana Januara, of \$718,976.00 that results in a total balance due to Defendant Craig Bright of \$3,692.00.

35. Jeffery Kinard, who testified as Plaintiff's Expert did extensive research and mathematical calculations which were absolutely necessary in order to untangle the mess created by the parties' unnecessary delay in dividing BNC Holdings, LLC. Further, while it appears that both parties have been complacent in this division, the Defendant Craig Bright, as evidenced by Plaintiff's Exhibit 10, was more than simply content to wait for the division. Instead, it is clear that he actively engaged in conduct intended to stall the distribution of property. Based upon the conduct of the parties and the financial mess created by such, it is clear that both parties have benefited from the testimony of Jeffery Kinard, as his work was necessary to bring this matter to a conclusion. Thus, they should equally share in the expenses associated with this service. Jeffery Kinard charged a sum total of \$49,850.00¹¹, and thus each party should be responsible for \$24,925.00.

36. With regards to the various obligations of both parties and the allegations of contempt related to BNC Holdings, LLC, I find both parties in willful contempt of court.

a. As to Plaintiff, Diana Januara, I find her in willful contempt of court as the result of her complacency and failure to act. As such, I find it appropriate to admonish her of the need to be swift moving forward to refinance her properties. I also find the temporary denial of the financial benefit of these properties until such time as she refinances these properties is penal in nature; however, that penalty can immediately be purged and the profits returned to her immediately upon her satisfaction of the debt in compliance with the order. Finally, I find it appropriate to deny her request for attorney fees, as detailed

¹¹ Plaintiff's Exhibit 31 reflects a total bill of \$42,650.00 before trial. He testified that he had an additional \$7,200.00 in fees associated with the two-day trial, for a total fee of \$49,850.00.



further hereinbelow. Requiring her to pay her own fees appears an appropriate penalty given her violations of the Court order.

- b. As to Defendant, Craig Bright, I find him in willful contempt as the result of more than mere complacency, but also as a result of his actions to intentionally stall the allocation of property. As such, I find it appropriate to sentence him to six (6) months in jail to begin immediately, consecutive to the sentences outlined hereinabove, but he may purge that sentence by the payment of \$21,233.00, which is the \$24,925.00 due for Jeffery Kinard's fee, less the \$3,692.00 that Plaintiff Diana Januara owes him for the equitable apportionment. These funds shall be paid by certified check, payable to Plaintiff, Diana Januara, but delivered to Attorney Katherine Ferguson's law office. Upon receipt, Attorney Katherine Ferguson shall immediately file an affidavit with the Beaufort County Family Court reflecting receipt of the same. The filing of such affidavit will be sufficient evidence of the purge and Mr. Bright shall immediately thereafter be released from jail.

37. During his testimony, Defendant, Craig Bright, testified that he has nearly seven (\$7,000,000.00) million dollars in liquid assets; however, he further testified that those funds have been frozen by the Court of Common Pleas in the litigation that involves these same parties. Should he need access to these funds in order to satisfy any of the purge payments outlined in this order, Plaintiff, Diana Januara, shall immediately cooperate to assist in the release of such funds, to include directing her attorneys in that case to execute any necessary consent orders. Any actions on her part to prevent the release of such funds in that case could result in additional sanctions against her for contempt in this case.

38. Both parties have requested payment of fees and costs in this case. This includes a request for attorney fees and expert fees. In considering these requests, the Court weighed various theories for such relief:

- a. "Compensatory contempt is a money award for the plaintiff when the defendant has injured the plaintiff by violating a previous court order." *Curlee v. Howle*, 277 S.C. 377, 386, 287 S.E.2d 915, 919 (1982). The amount of any compensatory award should be limited to the complainant's actual loss, and the



party seeking the award has the burden of establishing the loss. The actual loss may include costs associated with defending and enforcing the order, to include costs and attorney's fees. *Id.*

- b. Suit money, including attorney fees, may be assessed for or against a party to an action brought in or subject to jurisdiction of the family court. S.C. Code Ann. §63-3-530(38)
 - c. When parties fail to cooperate and their behavior prolongs the proceeds, this is a basis for awarding attorney's fees. *Bodkin v. Bodkin*, 388 S.C. 203, 694 S.E.2d 843 (Ct. App. 2010).
 - d. "The correct measure for attorney's fees awards in civil contempt cases focuses on the reasonableness of the fees sought and the benefit obtained without regard to the financial impact of the award." *Miller v. Miller*, 375 S.C. 443, 463, 652 S.E.2d 754, 764 (Ct. App. 2007).
 - e. Fee awards in contempt cases serve to reimburse a party for the reasonable fees and costs to enforce a court order, not to punish. *Poston v. Poston*, 331 S.C. 106, 114, 502 S.E.2d 86, 90 (1998). The *Miller* and *Poston* factors should be applied instead of the *E.D.M. v T.A.M.* and *Glasscock v. Glasscock* factors.
 - f. Issues of attorney's fees for a civil contempt action depend on whether the family court finds the failure to pay child support was voluntary. *Register v Dixon*, 437 S.C. 434, 879 S.E.2d 9, 2022 WL 3221472 (SC App., 2022)
 - g. The Plaintiff, Diana Januara, requested an award of attorney fees associated with the actions filed in the South Carolina Court of Appeals and the South Carolina Supreme Court; however, this Court does not have jurisdiction to even consider such an award, which is why that evidence was suppressed at trial. The family court may not award attorney fees based on an action brought in another court, such as the bankruptcy court. *Burns v Burns*, 323 S.C. 45, 448 S.E. 2d 571 (Ct. App. 1994).
39. As outlined hereinabove, I find it appropriate to equally divide the expenses associated with the services of Jeffery Kinard, as these fees were necessary and given the contempt on the part of both parties, an equal division of these expenses appears equitable.



40. The request for fees associated with the Defendant's expert are hereby denied, since that expert's testimony was entirely unhelpful to the Court.
41. I also find it appropriate to deny both parties requests for attorney fees. In the present case, both parties prevailed in establishing contempt of the part of the other party on each and every allegation raised by their respective petitions, thus, neither party should be compensated for any fees associated with defending the respective rules.
42. With regards to compensation for the prosecution of their respective claims, I also find that fees should also be denied.
- a. First, with regards to the Defendant Craig Bright's claim, given his multiple violations with regards to the division of BNC Holdings LLC, it would be illogical and unjust to award him fees for Plaintiff, Diana Januara's contempt.
 - b. Similarly, given Plaintiff, Diana Januara's contempt with regards to BNC Holdings, LLC, she should not be compensated for the fees associated with enforcing the order against him. I have found it appropriate to award her one-half of her expert fee in regards to the same, which seems sufficient compensatory contempt given her own violations.
 - c. With regards to the fees associated with the restraining orders, the Court cannot disregard the fact that the harm to Plaintiff, Diana Januara, could have been avoided by her merely blocking the communication, thus the Court cannot find these fees reasonable or necessary, particularly in regards to the amount requested.
 - d. Finally, I find it particularly relevant that the Plaintiff, Diana Januara, unnecessarily prolonged the trial of this case. The Plaintiff chose to spend an entire day on her own testimony, but a significant portion of that testimony was spent simply reading the previous orders to the Court. Those orders were not only a part of the Court's file, but were also entered into evidence as joint exhibits. There was absolutely no purpose of the use of this Court time, except to prolong the case. Such blatant misuse of attorney time in Court only serves to call into question the legitimacy of other time spent by counsel. Further, despite the clear violations by Defendant, Craig Bright, the Plaintiff pursued baseless claims against him, such as allegations that he communicated with her



attorney or request for fees associated with other actions. All of these actions only served to increase fees and costs.

- e. The most egregious violations by Defendant, Craig Bright, which would warrant an award of attorney fees relates to the child support, particularly since the Plaintiff, Diana Januara, is completely without fault in this regard; however, it is impossible to ascertain what portion of the fees are allocated solely to this violation. Further, the Court has taken rather extreme action to avoid future violations in this regard, and thus find additional sanctions against the Defendant unwarranted.

- 43. As such, each party shall be solely responsible for their own attorney fees and costs, except with regard to the fees for the services of Jeffery Kinard and all prospective expenses ordered herein.

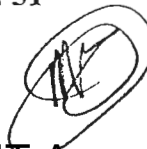
ORDER OF THE COURT

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that all Findings of Fact and Conclusions of Law stated hereinabove are made orders of the Court and incorporated herein as if repeated verbatim.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that both parties are hereby held in willful contempt of court¹².

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that for her civil contempt, the Plaintiff, Diana Januara, is sentenced as follows:

¹² Except where the Court specifically designated the contempt as "criminal contempt" all contempt detailed in this order is civil in nature.



- A. She shall immediately comply with the sequestrator, as detailed hereinabove, including compensating the sequestrator for all services associated with its work on her properties until such time as the properties are allocated to her.
- B. She shall be denied access to and income from her properties until such time as she has satisfied any joint debts associated with the properties.
- C. She is admonished to immediately refinance or otherwise satisfy any joint debt associated with any of the real estate allocated to her from BNC Holdings, LLC.
- D. While not ordered or otherwise required to do so, she was admonished that she can take necessary actions to avoid unwanted communication from the Defendant, Craig Bright, by blocking such communication.
- E. She was denied fees and costs, except as specifically awarded with regards to the services of Jeffery Kinard.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that for his civil and criminal contempt, the Defendant, Craig Bright, is sentenced¹³ as follows:

- A. He is hereby sentenced to six (6) months in jail to begin immediately, but he may purge that sentence by transferring the sum of \$207,000.00 to The Law Firm of Bacot & Padgett, LLC as sequestrator in order to fully fund the child support investment account outlined hereinabove.
- B. He is hereby sentenced to a total of forty (40) days¹⁴ to begin December 1, 2026 for two different violations¹⁵ as detailed hereinabove, but he may purge these two sentences by the completion a total of forty (40) hours¹⁶ of community service for the two different violations, which must be done in Beaufort County at a registered 501(c)(3), and must be completed on or before December 1, 2026.

sentences contained in this order are consecutive sentences.

h violation resulted in a twenty (20) days sentence with the two sentences begin consecutive.

lation of the prohibitions against contact and harassment, along with failure to pay attorney fees.

h twenty (20) days sentence was purgeable by twenty (20) hours of community service.



- C. He is hereby sentenced to thirty (30) days in jail, to begin June 1, 2026, unless he has purged the sentence by compliance with the prior order regarding the division of the American Express points on or before June 1, 2026 as stated hereinabove.
- D. He is hereby sentenced to six (6) months in jail to begin immediately following the service or purge of the six (6) month sentence outlined hereinabove in paragraph A, consecutive to the all the sentences outlined hereinabove, but he may purge that sentence by the payment of \$21,233.00 as outlined hereinabove by and through the Law Office of Katherine Ferguson.
- E. He was denied all requests for fees and costs.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that The Law Offices of Bacot & Padgett, LLC is hereby appointed as the sequestrator in this matter and shall handle this matter as set forth herein, and the parties shall cooperate and communicate with the sequestrator in good faith. Further, the Beaufort County Clerk of Court shall execute any quitclaims deeds, as outlined hereinabove, upon request by the sequestrator, The Law Offices of Bacot and Padgett, LLC.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the Beaufort County Clerk of Court shall ensure that all delayed sentences are enforced and appropriate arrest warrants are executed, unless proof of the purge is filed with the Beaufort County Clerk of Court prior to the start date for the delayed sentence, as detailed hereinabove.

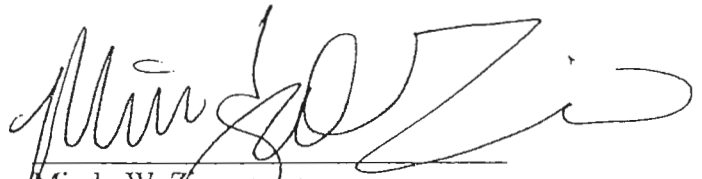
IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that a copy of this order shall be served upon Phil Hartman, as property manager for BNC Holdings, LLC, and he shall comply with this directive to communicate only with the sequestrator and to immediately cease any distributions to either of the parties to this case.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the Plaintiff, Diana Luara, shall immediately cooperate to assist in the release of such funds necessary to satisfy any of the purge payments detailed herein, to include directing her attorneys in the civil case to execute any necessary consent orders currently frozen by the Court of Common Pleas.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the parties shall immediately direct Carey & Company, PA, located at 70 Main Street, Suite 100, Hilton Head, SC 29926 to prepare and file amended tax returns for the years 2022, 2023, & 2024 for BNC Holdings, LLC as detailed hereinabove. Further, they shall file 2025 tax returns for BNC Holdings, LLC that accurately reflects the division of that asset.

IT IS SO ORDERED!

Dated November 19, 2025
Newberry, South Carolina



Mindy W. Zimmerman
Presiding Judge
Fourteenth Judicial Circuit



1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

Re: Diana Janura f/k/a Diana Bright vs. Craig Bright

AUDIO TRANSCRIPTION OF

DBright_001509-

81538714_31690_05-07-2023_12-11-39_1-312-375-2147_2103

AUDIO NUMBER

81538452_31690_05-07-2023_10-10-05_1-843-384-7776_1108

DATE

05/07/2023

RECEIVED
Jan 27 2026
SC Court of Appeals

1 OPERATOR:

2 The time is 10:08 a.m. To report sexual assault
3 or harassment, press 0. Press 0 to make a confidential
4 call with no pin. Press 1 to place a call. Press 2 to
5 enroll. Press 4 for the message system -- please enter
6 your pin number follow -- after the tone please say
7 your first and last name.

8 MR. BRIGHT:

9 Craig Bright.

10 OPERATOR:

11 Press 3 to make a free call. Press 9 for help.
12 Press the star key to return to the main menu. For
13 calls within the United States, Canada, and the
14 Caribbean, please enter the area code, prefix, and
15 number. Hello. You have a call at no expense to you
16 from --

17 MR. BRIGHT:

18 Craig.

19 OPERATOR:

20 -- an inmate at Beaufort County --

21 FEMALE:

22 Hi.

23 OPERATOR:

24 -- Detention Center. To accept this call press or
25 say 5. To refuse this call hang up now.

1 FEMALE:

2 5.

3 OPERATOR:

4 This call will be recorded and subject to
5 monitoring at any time. Thank you for using IC
6 Solutions. You may begin speaking.

7 FEMALE:

8 Hi. I was in the bathroom (inaudible) when it
9 rang.

10 MR. BRIGHT:

11 Oh, no. No problem. Hi.

12 FEMALE:

13 Yeah. So, what's happening?

14 MR. BRIGHT:

15 Oh, nothing. I just got out of my cell. So,
16 that's good. It's the first time I've been out.

17 FEMALE:

18 Yeah.

19 MR. BRIGHT:

20 Yeah. Nice to stand up.

21 FEMALE:

22 Yeah. How are you -- how are you doing with the
23 detox?

24 MR. BRIGHT:

25 I'm doing okay. They're giving me some medicine.

1 It took them a couple days, but they got me some.

2 FEMALE:

3 Yeah.

4 MR. BRIGHT:

5 And so I'm just -- I'm waiting for it to get over
6 so I can get out of being in solitary.

7 FEMALE:

8 You're in solitary?

9 MR. BRIGHT:

10 Yeah. (Inaudible) in a room by myself 24/7, so.

11 FEMALE:

12 For how long?

13 MR. BRIGHT:

14 You know, once I get cleared, and then I'll be
15 able to get into the general population so I can leave
16 my room -- not leave my room but, you know, at least
17 walk around and watch a little TV or something like
18 that.

19 FEMALE:

20 How long do you think that will be?

21 MR. BRIGHT:

22 Monday.

23 FEMALE:

24 Oh.

25 MR. BRIGHT:

1 Hopefully tomorrow. I just want to get a shower
2 and brush my teeth and things like that. So I should
3 be able to do that --

4 FEMALE:

5 Yeah.

6 MR. BRIGHT:

7 -- be able to do that tomorrow, so. Anyway, just
8 plugging along. You know, it is what it is.

9 FEMALE:

10 Well, you know I'm thinking about you almost every
11 minute.

12 MR. BRIGHT:

13 Yeah.

14 FEMALE:

15 And so are other people, so. I don't know. You
16 know, I can't come visit you. You realize that.

17 MR. BRIGHT:

18 No, nobody can visit me, Mom. Nobody visits.

19 FEMALE:

20 Yeah? Well, I think there are visiting hours.

21 MR. BRIGHT:

22 No, I mean it's just -- it's just not even -- this
23 -- it's, you know, it's just -- it's just a little
24 jail. There's no need for anybody to visit. Maybe the
25 only person that I really -- and I just don't have her

1 number -- that I need to talk with maybe tomorrow
2 sometime is Michelle.

3 FEMALE:

4 Oh. Well, Michelle gave me (inaudible) number.
5 She's been trying to get through to you but they won't
6 -- won't let her call. Do you have a pen there? I
7 don't have her number in front of me --

8 MR. BRIGHT:

9 No.

10 FEMALE:

11 -- (inaudible) could do to be able to get her to
12 talk to you? Do you need to --

13 MR. BRIGHT:

14 I don't know. I'll --

15 FEMALE:

16 (Inaudible) --

17 MR. BRIGHT:

18 -- figure it out Monday. I don't know. I'll
19 figure it out Monday if I get out of here.

20 FEMALE:

21 Yeah.

22 MR. BRIGHT:

23 I just need to know what's going on with -- she's
24 taking care of a lot of (inaudible) my personal -- all
25 my personal stuff.

1 FEMALE:

2 Well, she tried to call --

3 MR. BRIGHT:

4 Oh, yeah.

5 FEMALE:

6 -- and (inaudible) talk.

7 MR. BRIGHT:

8 Yeah, (inaudible). Yeah, no, you just can't call
9 the jail and talk to somebody. So, yeah. You know,
10 just counting the, you know, next week or (inaudible)
11 talk to my -- talk to my attorney and, you know, they
12 (inaudible), you know, that'd I'd only have to do 10,
13 11, 12 days, something like that, instead of the whole
14 20. But, you know, I -- nothing I can do. (Inaudible)
15 hurry it up. You know, so talk to Michelle and make
16 sure she gets my bills paid.

17 FEMALE:

18 Well, I think she will. She went over to your
19 house and checked the locks and everything like that on
20 it, picked up the mail, so.

21 MR. BRIGHT:

22 Yeah, yeah. Everything's locked up. I just --
23 there are some bills and a mortgage and things. I just
24 don't know how long I'll be. I mean I shouldn't be any
25 longer than 20 days. I'm hoping to be a little less

1 than 12. And I just wanted to make sure they got
2 everything 'cause obviously the trip got canceled
3 abruptly so I just was trying to see if they could get
4 any of that salvaged in regards to money back, things
5 like that, but.

6 FEMALE:

7 Michelle's taking care of everything that she can
8 take care of. I know that.

9 MR. BRIGHT:

10 No, I know she does. She (inaudible) personal
11 assistant for that. I can pay her for it. She does a
12 wonderful job, so.

13 FEMALE:

14 Well, you know, our hearts are going out to you,
15 but --

16 MR. BRIGHT:

17 No, no need for a heart to go out to me. I'm here
18 for a reason, and I can't go by my kid's school and I
19 can't go to the soccer games.

20 FEMALE:

21 Well, so stop all of that because you can't do it
22 because you're not doing what you're following the
23 rules. So anyhow, there's no need to get into it and -
24 -

25 MR. BRIGHT:

1 No, no, no. Hey, I told the (inaudible) here, I
2 told him I would do it all over again. I mean I'm not
3 going to (inaudible) because this woman is scaring away
4 from my children and (inaudible) that's -- that's what
5 she does. So, anyway, I got myself here. Anyway, it
6 doesn't really matter. I'm fine doing the time because
7 (inaudible) cleaned up a little bit (inaudible) when I
8 get out here I'm going to get out of town for while and
9 try to liquidate. You know, I mean obviously
10 (inaudible) I've got everybody -- everybody in law
11 enforcement and the fire department wanting me, so I'm
12 getting out. So I just need to pick a place to go, you
13 know (inaudible).

14 FEMALE:

15 Well, you know --

16 MR. BRIGHT:

17 But first steps.

18 FEMALE:

19 -- I don't know what to say to you other than --

20 MR. BRIGHT:

21 Nothing, nothing to say. You're the only one
22 that's -- you've been, I mean, there's nothing to say.
23 Everybody's in really complete shock, but we didn't
24 expect the (inaudible) lawyer to show up and just
25 continue on with the judge out of Greenville and -- and

1 she's -- whatever. I could care less. I really could
2 care less. I'm (inaudible) in the whole -- the whole
3 thing. (Inaudible) calling the lawyers, I mean they
4 have (inaudible). It doesn't matter. (Inaudible). I
5 mean, I'll leave it all -- leave it all behind, and
6 that's what my advice has been from people is just get
7 as far away from her and her kids as possible, so.

8 FEMALE:

9 Well, I think that's probably it --

10 MR. BRIGHT:

11 Yeah.

12 FEMALE:

13 -- and make a life (inaudible) have a life, but
14 you've got to stop drinking no matter where you go.

15 MR. BRIGHT:

16 Yes, yeah.

17 FEMALE:

18 That's important. Well, listen, you have my
19 number. How often can you call me?

20 MR. BRIGHT:

21 I have no -- I don't have any idea, Mom. It's the
22 first time I've been on the phone in four days.

23 FEMALE:

24 I'm sorry?

25 MR. BRIGHT:

1 (Inaudible) have no idea. When you come here, you
2 don't have much choice (inaudible) sleeping on a stone
3 (inaudible) rubber mat or anything. So it's not like I
4 get to pick when I do anything or go anywhere right now
5 because (inaudible) in the hospital. I don't have any
6 time to (inaudible) sunlight or reading or anything.
7 I'm just trying to get out of medical, and they were
8 just (inaudible) to me. Just got them today for the
9 first time.

10 FEMALE:

11 All right. Listen, you know --

12 MR. BRIGHT:

13 When Michelle calls, do me a favor and thank her
14 for me. I know that she -- I don't have her number.
15 I'm going to try on Monday to give her a call at work,
16 and then I'm going to ask her to reach out to a few
17 people that can help me pull some things together, so
18 when I do get out of here I can --

19 FEMALE:

20 Do you want me to call (inaudible)?

21 MR. BRIGHT:

22 No.

23 FEMALE:

24 Okay. Well --

25 MR. BRIGHT:

1 No, because --

2 FEMALE:

3 -- how about your friend Joe?

4 MR. BRIGHT:

5 No, Joe knows I'm in here. (Inaudible) there's
6 nothing anybody can do. So, no, I'll probably reach
7 out to Katrina when I get out, and get a place at in
8 Chicago for a while, so. That's going to be the plan
9 'cause they're not going anywhere, and Diana's not
10 going anywhere. (Inaudible) is only (inaudible) away
11 from being able to (inaudible) around (inaudible). But
12 I'm giving up all this stupid stuff. I mean I can't
13 compete with people in their deposition that don't tell
14 the truth. I mean, I just can't, and I'm not going to.
15 (Inaudible) doesn't matter. So I got my 20 days. I'm
16 hoping to get out in another 10 days (inaudible) and --

17 FEMALE:

18 Well, listen, just know I love you and I know what
19 you're going through. I mean, I don't know what you're
20 going through, but I can only imagine. But know that
21 people (inaudible) care about you, okay?

22 MR. BRIGHT:

23 Yes, ma'am, I will (inaudible).

24 FEMALE:

25 All right. Try to give me a call --

1 MR. BRIGHT:

2 When I can.

3 FEMALE:

4 (inaudible) mother isn't able to make much contact
5 and she needs you. Okay?

6 MR. BRIGHT:

7 Yeah, they don't care, Mom (inaudible). Just
8 please call -- please call Michelle and have her call -
9 -

10 FEMALE:

11 Okay.

12 MR. BRIGHT:

13 -- have her call Katrina for me, please.

14 FEMALE:

15 Oh, okay, okay (inaudible).

16 MR. BRIGHT:

17 Okay. Thanks, Mom. I love you (inaudible) bye.

18 (END OF AUDIO)
19
20
21
22
23
24
25

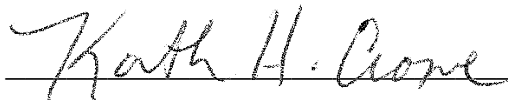
C E R T I F I C A T E

I, the undersigned, Katherine Crowe, CVR-M, Notary Public in and for the State of South Carolina, do hereby certify that the foregoing transcript was prepared by me at my hand;

That I was not present at said proceeding; That the within statements are an accurate transcription of the audio file, transcribed to the best of my ability;

I further certify that I am neither counsel nor solicitor to any of the parties in said action, nor interested in the event of the cause.

In witness whereof, I have hereunto set my hand and seal this date: November 3, 2023



Katherine Crowe, CVR-M

Notary Public for South Carolina

My Commission Expires: 9/29/25

WORD INDEX

< 0 >

0 2:3

05/07/2023 1:15

< 1 >

1 2:4

10 7:12 12:16

10:08 2:2

11 7:13

12 7:13 8:1

< 2 >

2 2:4

20 7:14, 25 12:15

2023 14:14

24/7 4:10

< 3 >

3 2:11 14:14

< 4 >

4 2:5

< 5 >

5 2:25 3:2

< 8 >

81538452_31690_05-07-2023_10-10-05_1-843-384-7776_1108 1:13

81538714_31690_05-07-2023_12-11-39_1-312-375-2147_2103 1:11

< 9 >

9 2:11

9/29/25 14:19

< A >

a.m 2:2

ability 14:9

able 4:15 5:3, 7

6:11 12:11 13:4

abruptly 8:3

accept 2:24

accurate 14:8

action 14:11

advice 10:6

anybody 5:24 12:6

Anyway 5:7 9:5

area 2:14

assault 2:2

assistant 8:11

attorney 7:11

AUDIO 1:9, 12

13:18 14:9

< B >

back 8:4

bathroom 3:8

Beaufort 2:20

best 14:9

bills 7:16, 23

bit 9:7

Bright 1:3 2:8, 9,

17 3:10, 14, 19, 24

4:4, 9, 13, 21, 25

5:6, 12, 17, 21 6:8,

13, 17, 22 7:3, 7, 21

8:9, 16, 25 9:16, 20

10:10, 15, 20, 25

11:12, 21, 25 12:4,

22 13:1, 6, 12, 16

brush 5:2

bye 13:17

< C >

call 2:4, 11, 15, 24,

25 3:4 6:6 7:2, 8

10:19 11:15, 20

12:25 13:8, 13

calling 10:3

calls 2:13 11:13

Canada 2:13

canceled 8:2

care 6:24 8:7, 8

10:1, 2 12:21 13:7

Caribbean 2:14

Carolina 14:4, 18

cause 8:2 12:9

14:12

cell 3:15

Center 2:24

certify 14:5, 10

checked 7:19

Chicago 12:8

children 9:4

choice 11:2

cleaned 9:7

cleared 4:14

code 2:14

come 5:16 11:1

Commission 14:19

compete 12:13

complete 9:23

confidential 2:3

contact 13:4

continue 9:25

counsel 14:10

counting 7:10

County 2:20

couple 4:1

Craig 1:3 2:9, 18

Crowe 14:3, 17

CVR-M 14:3, 17

< D >

DATE 1:14 14:14

days 4:1 7:13, 25

10:22 12:15, 16

DBright_001509

1:10

department 9:11

deposition 12:13

Detention 2:24

detox 3:23

Diana 1:3

Diana's 12:9

doing 3:22, 25

8:22 9:6

drinking 10:14

< E >

enforcement 9:11

enroll 2:5

enter 2:5, 14

event 14:12

everybody 9:10

Everybody's 9:23

Everything's 7:22

expect 9:24

expense 2:15

Expires 14:19

< F >

f/k/a 1:3

far 10:7

favor 11:13

FEMALE 2:21 3:1,

7, 12, 17, 21 4:2, 7,

11, 19, 23 5:4, 9, 14,

19 6:3, 10, 15, 20

7:1, 5, 17 8:6, 13,

20 9:14, 18 10:8,

12, 17, 23 11:10, 19,

23 12:2, 17, 24

13:3, 10, 14

figure 6:18, 19

file 14:9

fine 9:6

fire 9:11

first 2:7 3:16 9:17

10:22 11:9

follow 2:6

following 8:22

foregoing 14:5

four 10:22

free 2:11

friend 12:3

front 6:7

further 14:10

< G >

games 8:19

general 4:15

getting 9:12

give 11:15 12:25

giving 3:25 12:12

go 8:17, 18, 19

9:12 10:14 11:4

going 6:23 8:14

9:3, 8 11:15, 16

12:8, 9, 10, 14, 19, 20

good 3:16

Greenville 9:25

< H >

hand 14:6, 13

hang 2:25

happening 3:13

harassment 2:3

heart 8:17

hearts 8:14 Hello 2:15 help 2:11 11:17 hereunto 14:13 Hey 9:1 Hi 2:22 3:8, 11 Hopefully 5:1 hoping 7:25 12:16 hospital 11:5 hours 5:20 house 7:19 hurry 7:15 < I > IC 3:5 idea 10:21 11:1 imagine 12:20 important 10:18 inaudible 3:8 4:10 6:4, 11, 16, 24 7:6, 8, 10, 12, 14 8:10 9:1, 3, 4, 7, 10, 13, 24 10:2, 3, 4, 13 11:1, 2, 3, 5, 6, 8, 20 12:5, 10, 11, 15, 16, 21, 23 13:4, 7, 15, 17 inmate 2:20 interested 14:12 < J > jail 5:24 7:9 Janura 1:3 job 8:12 Joe 12:3, 5 judge 9:25 < K > Katherine 14:3, 17 Katrina 12:7 13:13 key 2:12 kids 10:7 kid's 8:18 know 4:14, 16 5:8, 10, 15, 16, 23 6:14, 18, 23 7:9, 10, 11, 12, 14, 15, 24 8:8, 10, 14 9:9, 13, 15, 19 11:11, 14 12:18, 19, 20	knows 12:5 < L > law 9:10 lawyer 9:24 lawyers 10:3 leave 4:15, 16 10:5 life 10:13 liquidate 9:9 listen 10:18 11:11 12:18 little 4:17 5:23 7:25 9:7 locked 7:22 locks 7:19 long 4:12, 20 7:24 longer 7:25 lot 6:24 love 12:18 13:17 < M > ma'am 12:23 mail 7:20 main 2:12 mat 11:3 matter 9:6 10:4, 14 12:15 mean 5:22 7:24 9:2, 9, 22 10:3, 5 12:12, 14, 19 medical 11:7 medicine 3:25 menu 2:12 message 2:5 Michelle 6:2, 4 7:15 11:13 13:8 Michelle's 8:7 minute 5:11 Mom 5:18 10:21 13:7, 17 Monday 4:22 6:18, 19 11:15 money 8:4 monitoring 3:5 mortgage 7:23 mother 13:4 < N > name 2:7	need 5:24 6:1, 12, 23 8:17, 23 9:12 needs 13:5 neither 14:10 Nice 3:20 Notary 14:3, 18 November 14:14 NUMBER 1:12 2:6, 15 6:1, 4, 7 10:19 11:14 < O > obviously 8:2 9:9 Oh 3:11, 15 4:24 6:4 7:4 13:15 once 4:14 OPERATOR 2:1, 10, 19, 23 3:3 < P > paid 7:16 parties 14:11 pay 8:11 pen 6:6 people 5:15 10:6 11:17 12:13, 21 person 5:25 personal 6:24, 25 8:10 phone 10:22 pick 9:12 11:4 picked 7:20 pin 2:4, 6 place 2:4 9:12 12:7 plan 12:8 please 2:5, 6, 14 13:8, 13 plugging 5:8 population 4:15 possible 10:7 prefix 2:14 prepared 14:6 present 14:7 press 2:3, 4, 5, 11, 12, 24 probably 10:9 12:6 problem 3:11 proceeding 14:7	Public 14:4, 18 pull 11:17 < R > rang 3:9 reach 11:16 12:6 reading 11:6 realize 5:16 really 5:25 9:6, 23 10:1 reason 8:18 recorded 3:4 refuse 2:25 regards 8:4 report 2:2 return 2:12 right 11:4, 11 12:25 room 4:10, 16 rubber 11:3 rules 8:23 < S > salvaged 8:4 scaring 9:3 school 8:18 seal 14:14 see 8:3 set 14:13 sexual 2:2 shock 9:23 show 9:24 shower 5:1 sleeping 11:2 soccer 8:19 solicitor 14:11 solitary 4:6, 8 Solutions 3:6 somebody 7:9 sorry 10:24 South 14:4, 18 speaking 3:6 stand 3:20 star 2:12 State 14:4 statements 14:8 States 2:13 steps 9:17 stone 11:2
---	--	---	---

stop 8:21 10:14
stuff 6:25 12:12
stupid 12:12
subject 3:4
sunlight 11:6
sure 7:16 8:1
system 2:5

< T >
take 8:8
talk 6:1, 12 7:6, 9, 11, 15
teeth 5:2
tell 12:13
Thank 3:5 11:13
Thanks 13:17
that'd 7:12
thing 10:3
things 5:2 7:23 8:4 11:17
think 4:20 5:20 7:18 10:9
thinking 5:10
time 2:2 3:5, 16 9:6 10:22 11:6, 9
today 11:8
told 9:1, 2
tomorrow 5:1, 7 6:1
tone 2:6
town 9:8
transcribed 14:9
transcript 14:5
TRANSCRIPTION
1:9 14:8
tried 7:2
trip 8:2
truth 12:14
try 9:9 11:15 12:25
trying 6:5 8:3 11:7
TV 4:17

< U >
undersigned 14:3
United 2:13

< V >

visit 5:16, 18, 24
visiting 5:20
visits 5:18
vs 1:3

< W >
waiting 4:5
walk 4:17
want 5:1 11:20
wanted 8:1
wanting 9:11
watch 4:17
week 7:10
Well 5:10, 20 6:4 7:2, 18 8:14, 21 9:15 10:9, 18 11:24 12:18
went 7:18
whereof 14:13
witness 14:13
woman 9:3
wonderful 8:12
work 11:15

< Y >
Yeah 3:13, 18, 20, 22 4:3, 10 5:5, 13, 20 6:21 7:4, 8, 9, 22 10:11, 16 13:7

RECEIVED

Jan 27 2026



SC Court of Appeals

Western Surety Company

STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

Court of Common Pleas COURT

Plaintiff(s),

DIANA JANURA
V.

Case No. 2020-CP-07-01753

PLAINTIFF'S ATTACHMENT BOND

(S.C. Code Ann. § 15-19-80)

CRAIG BRIGHT

Defendant(s).

Effective Date: October 16th, 2023

KNOW ALL PERSONS BY THESE PRESENTS:

Bond No. 66825891

That we, DIANA JANURA,
the above-named Plaintiff(s), as Principal(s), and WESTERN SURETY COMPANY, a corporation authorized
to do surety business in the State of South Carolina, as Surety, are held and firmly bound unto the
above-named court, in the sum of not to exceed Ten Thousand and 00/100
DOLLARS (\$10,000.00), for the payment of which well and truly to be made, we bind ourselves
and our legal representatives, firmly by these presents.

THE CONDITION of the above obligation is such that WHEREAS the Principal(s) has applied for a
warrant of attachment and is required to give this bond pursuant to S.C. Code Ann. § 15-19-80.

NOW, THEREFORE, if the Principal(s) shall pay all costs that may be awarded to the Defendant(s) and
all damages which the Defendant(s) may sustain by reason of the attachment (not exceeding the amount of
this bond specified above) if the Defendant(s) shall recover judgment or if the attachment is set aside by the
order of the court, then this obligation to be void; otherwise to remain in full force and effect. In no event
shall the total liability of the Surety for all breaches of the condition of this bond exceed the amount stated
above.

Dated this 12th day of October, 2023.



_____, Principal

By _____

_____, Principal

By _____

WESTERN SURETY COMPANY, Surety

By Paul T. Bruflat

Paul T. Bruflat, Vice President

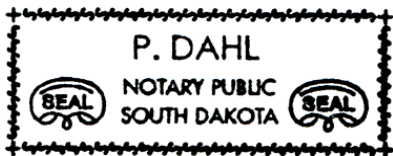
ACKNOWLEDGMENT OF SURETY

STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss

On this 12th day of October, 2023, before me, the undersigned officer,

personally appeared Paul T. Bruflat, who acknowledged himself to be the aforesaid officer of WESTERN SURETY COMPANY, a corporation, and that he as such officer, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



P. Dahl

Notary Public, South Dakota

My Commission Expires June 18, 2025

Western Surety Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, and authorized and licensed to do business in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the United States of America, does hereby make, constitute and appoint

Paul T. Bruflat of Sioux Falls,
State of South Dakota, its regularly elected Vice President,
as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, the following bond:

One Attachment vs CRAIG BRIGHT

bond with bond number 66825891

for DIANA JANURA

as Principal in the penalty amount not to exceed: \$ 10,000.00.

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, to-wit:

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its
Vice President with the corporate seal affixed this 12th day of October,
2023.

ATTEST

L. Bauder

L. Bauder, Assistant Secretary

WESTERN SURETY COMPANY

By

Paul T. Bruflat

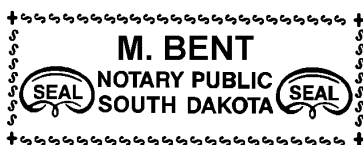
Paul T. Bruflat, Vice President

STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss



On this 12th day of October, 2023, before me, a Notary Public, personally appeared
Paul T. Bruflat and L. Bauder

who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President
and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the
voluntary act and deed of said Corporation.



My Commission Expires March 2, 2026

M. Bent

Notary Public

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.





CNA Surety
PO Box 957289
St Louis, MO 63195-7289

Transaction Report & Invoice

Principal Information: ID:

DIANA JANURA
29 SEA OLIVE ROAD

HILTON HEAD ISLAND, SC 29928

Agency Code: 39-16769

Conquest Group, Inc.
P. O. Box 23977
Hilton Head Island, SC 29925

YOU CAN PAY ONLINE BY VISITING ONLINEPAY.CNASURETY.COM

Transaction Description:

Transaction Effective Date: 10/16/2023

Bond/Policy #: 66825891

Written By: Western Surety Company

Description: Attachment vs CRAIG BRIGHT

Obligee:

Effective Date: 10/16/2023
Expiration Date: 10/16/2024
Current Penalty: \$10,000.00
Renewal Method:

Gross Premium Charge: \$100.00

Commission Amount:

Net Amount Due: \$100.00

Change Detail:

Agent: You may remove stub below to use as a billing/credit invoice

CNA Surety

INVOICE

CO. #	BOND/POLICY #	EFFECTIVE DATE	ANNIVERSARY DATE	PROCESS DATE	PENALTY
0601	66825891	10/16/2023	10/16/2024	10/12/2023	\$10,000.00

PRINCIPAL	DIANA JANURA 29 SEA OLIVE ROAD, HILTON HEAD ISLAND, SC 29928
-----------	---

RISK STATE SC WRITTEN BY Western Surety Company

DESCRIPTION Attachment vs CRAIG BRIGHT

OBLIGEE

AGENCY CODE 39-16769	\$100.00
-------------------------	----------

Your agent is: Conquest Group, Inc.
P. O. Box 23977
Hilton Head Island, SC 29925

Western Surety Company

0003001 03916769000010162023 EXHIBIT D 00000001000002

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

**DEFENDANT'S EMERGENCY
MOTION AND MEMORANDUM IN
SUPPORT TO AMEND OR
DISCHARGE
WARRANT OF ATTACHMENT**

(Priority Motion)**RECEIVED****Jan 27 2026****SC Court of Appeals**

YOU WILL PLEASE TAKE NOTICE THAT Defendant Craig Bright (“Defendant Bright”) shall move, by and through his undersigned counsel, before The Honorable Jocelyn Newman, Circuit Judge, South Carolina Court of Common Pleas, at a time and place to be designated by the Court for an Emergency Order, *inter alia*, amending or discharging the Warrant of Attachment entered on November 30, 2023, and modified in the Amended Order filed on October 17, 2024, attached as Exhibit A (“Warrant of Attachment”) to allow Defendant Bright 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 of Barnwell Whaley Patterson & Helms, LLC, pursuant to the Amended Order to satisfy a tax payments owed on or before June 16, 2025. See U.S. 2025 1040-ES & South Carolina 2025 1040-ES, attached as Exhibit B. This includes Eighty-One Thousand Three Hundred Ten and 00/100 Dollars (\$81,310.00) owed for federal taxes and Five Thousand One Hundred Twelve and 00/100 Dollars (\$5,112.00) owed for state taxes. See id. This Court should amend the Warrant of Attachment to allow these payments because of the special nature of Defendant’s Bright’s obligations to the United States and the State of South Carolina.

In addition, Plaintiff now admits that the funds being held in trust pursuant to the Amended Order exceed the amount required to secure the claim. The total amount held in escrow earmarked

specifically to apply towards any judgment is \$2,894,834.21. This sizeable sum is more than sufficient to apply toward any potential judgment that the Plaintiff might obtain against Defendant Bright. Plaintiff admits as much through Plaintiff's Offer of Judgment in the amount of Two Million Seven Hundred Fifty Thousand and 00/100 Dollars (\$2,750,000.00) filed on May 6, 2025, attached as Exhibit C. At present, the funds being held in trust pursuant to the Amended Order exceed the amount of Plaintiff's offer of judgment by One Hundred Forty-Four Thousand Eight Hundred Thirty Four and 21/100 Dollars (\$144,834.21), which is more than enough to satisfy the tax payments owed on or before June 16, 2025. As previously demonstrated, the overly restrictive terms of the Warrant of Attachment prevent Defendant Bright from fairly managing his finances on a daily basis and are now admittedly excessive to secure any potential unliquidated claim Plaintiff may have against Defendant Bright.

Defendant Bright also requests modification of the terms of Warrant of Attachment to lift in full all other restrictions outside the attachment of the \$2,894,834.21 held in the trust account of Barnwell Whaley Patterson & Helms, LLC, pursuant to the Amended Order. This includes lifting in full the restrictions on his Charles Schawb account, the release of his vehicles, including his CrisCraft boat and Bentley motor vehicle, from the from the Warrant of Attachment, and the lifting in full of the restrictions on his business entities and assets.

For these reasons and others which Defendant Bright may offer at future argument, Defendant Bright respectfully moves for the Court to alter and amend its order.

[Separate Signature Page Follows]

Respectfully submitted,

**BARNWELL WHALEY PATTERSON &
HELMS, LLC**

/s/ Justin P. Novak

M. Dawes Cooke, Jr., Esquire
Justin P. Novak, Esquire
Jessica W. Stratta, Esquire
P.O. Drawer H
Charleston, South Carolina 29402
Phone: (843) 577-7700
Fax: (843) 577-7708
mdc@barnwell-whaley.com
jnovak@barnwell-whaley.com
jstratta@barnwell-whaley.com

Attorneys for Defendant Craig Bright

June 9, 2025

**EXHIBIT
A**

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

EXHIBIT E

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

Electronically signed on 2024-10-17 16:10:50 page 4 of 4

ELECTRONICALLY FILED - 2025 May 06 1:10 PM - BEAUFORT - COMMON PLEAS - CASE#2020CP0701753
ELECTRONICALLY FILED - 2025 Jun 09 10:56 AM - BEAUFORT - COMMON PLEAS - CASE#2020CP0701753

Diana Janura f/k/a Diana Bright,	)	
	)	
Plaintiff	)	PLAINTIFF'S OFFER
	)	OF JUDGMENT
vs.	)	
	)	
Craig Bright,	)	
	)	
Defendant	)	
	)	

Pursuant to Rule 68 of the S.C. Rules of Civil Procedure and S.C. Code Ann. § 15-35-400, the Plaintiff Diana Janura f/k/a Diana Bright, makes, through her undersigned counsel, an Offer of Judgment as to all Plaintiff's causes of action in this matter to the Defendant in this action of Two Million Seven Hundred Fifty Thousand and 00/100 Dollars (\$2,750,000.00). Additionally, this Offer of Judgment is contingent upon Defendant dismissing with prejudice and releasing Plaintiff from any and all counterclaims. Plaintiff makes this Offer of Judgment for the purposes specified in the Rule and Statute with intent of seeking interest and costs post-trial.

If the Plaintiff herein ultimately obtains a collective verdict or determination at least as favorable as the rejected offer herein, the Plaintiff shall move the Court to award any recoverable administrative, filing, and other Court costs, including deposition costs, incurred on her behalf

EXHIBIT E

from the date of the offer, plus legal interest computed on the amount of the verdict or award from the date of this offer to the Entry of Judgment, plus such other and further relief as the Court deems just and appropriate.

SOWELL & DuRANT, LLC

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

Attorneys for Plaintiff Diana Janura

Columbia, South Carolina
May 6, 2025

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**

RECEIVED

Jan 27 2026

SC Court of Appeals

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, SCRCP, 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

By: s/Bess J. DuRant
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

Attorneys for Plaintiff Diana Janura

Columbia, South Carolina
November 25, 2024

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

RECEIVED**Jan 27 2026****SC Court of Appeals****DEFENDANT'S REPLY IN
OPPOSITION TO PLAINTIFF'S
MOTION TO STRIKE**

This matter is before the Court on Plaintiff's Motion to Strike Defendant Craig Bright's ("Bright") Answer and Counterclaims as a sanction against Bright. For the reasons stated below, Bright submits that Plaintiffs' Motion should be denied in its entirety.

STANDARD OF REVIEW

A Motion to Strike the entirety of a Defendant's responsive pleading, thus rendering a default judgment, is a severe sanction that is rarely granted by South Carolina Courts. Such a sanction is only granted when there is undisputable evidence of bad faith by a defendant. "In determining the appropriateness of a sanction, the court should consider such factors as the precise nature of the discovery and the discovery posture of the case, willfulness, and degree of prejudice." *McNair v. Fairfield County*, 379 S.C. 462, 467, 665 S.E.2d 830, 832-33 (Ct. App. 2008) (quoting *Griffin Grading & Clearing, Inc. v. Tire Serv. Equip. Mfg. Co.*, 334 S.C. 193, 199, 511 S.E.2d 716, 719 (Ct. App. 1999)). Therefore, "the sanction should be aimed at the specific conduct of the party sanctioned and not go beyond the necessities of the situation to foreclose a decision on the merits of a case." *Griffin Grading & Clearing, Inc.*, 334 S.C. at 198, 511 S.E.2d at 719. When the sanction "would be tantamount to granting a judgment by default, the moving party must show bad faith, willful disobedience[,] or gross indifference to its rights to justify the sanction." *Id.* at 198-99, 511 S.E.2d at 719; *see also Skymaves*

I Corp. v. Branch Banking & Tr. Co., 423 S.C. 432, 457, 814 S.E.2d 643, 656-57 (Ct. App. 2018).

ARGUMENT

Plaintiff's characterization that Bright is willingly violating the Court's orders regarding discovery and the Warrant of Attachment is unfounded and meritless. Contrary to Plaintiff's allegations, Bright has complied with this Court's Orders including by supplementing his discovery responses numerous times in a good faith effort to comply with the Court's Orders and the South Carolina Rules of Civil Procedure. Specifically, the attached Exhibit A sets forth a summary of Bright's supplemental discovery responses served on the Plaintiff over the past year.

Bright has also remained in compliance with the terms of the Order Modifying the Warrant of Attachment entered by the Court on October 18, 2024. During the hearing held on October 9, 2024, where the terms of the Warrant of Attachment and Plaintiff's Motions for a Rule to Show Cause were heard, Plaintiff moved for sanctions for Bright's alleged violations of the Warrant of Attachment. The Court declined to grant Plaintiff's request for sanctions and subsequently entered a modification of the Warrant of Attachment. Accordingly, moving for sanctions related to the terms of the former Warrant of Attachment at this time is now moot and need not be revisited by the Court.

Plaintiff further asserts bad faith on behalf of Bright—without citation to legal authority—on the grounds that Bright has not verified his responses to Plaintiff's Interrogatories. Verification of Bright's responses by him personally is not required pursuant to the South Carolina Rules of Civil Procedure. In fact, Bright's responses to these interrogatories complies with the requirements of the South Carolina Rules of Civil Procedure. Plaintiff has wholly failed to cite any authority showing that Bright has not complied with the applicable rules in this respect.

Bright specifically addresses Plaintiff's alleged discovery deficiencies as follows:

- Plaintiff's Amended Motion for Sanctions Due to Spoliation of Evidence filed September 6, 2023: The parties await the Court's disposition of this motion.

- Plaintiff's Fifth Motion to Compel filed November 10, 2023: The parties await the Court's disposition of this motion pursuant to the requested supplemental briefing addressing the applicability of Bright's Fifth Amendment objection to Plaintiff's request for the amount of money Defendant spends on "illegal drugs".
- Plaintiff's Sixth Motion to Compel filed November 10, 2023: Plaintiff concedes Bright has produced supplemental discovery responses in response to her motion. Plaintiff merely speculates that Bright has "not turn[ed] over all relevant and responsive documents to his attorneys". Plaintiff, however, fails to identify any specific documents that have not been produced. Moreover, Bright believes all relevant documentation has been turned over and produced.
- Plaintiff's Request for Emergency Hearing and Initial Response to Defendant's Motions to Quash filed December 14, 2023: As a threshold matter, the documents sought from John Boretti of SouthState Bank were produced on March 25, 2024 within Bright's Sixth Supplemental Responses to Plaintiff's Fourth Set of Discovery Requests. Plaintiff's additional request for Bright's communication with Robert Rini regarding the temporary listing of Bright's Ferrari is now moot, as the terms of the Warrant of Attachment have been modified. Nevertheless, the Warrant of Attachment has never prohibited the listing for sale of any personal property and the Ferrari was never sold. As a result, Bright did not violate the Warrant of Attachment.
- Plaintiff's Emergency Motion for Defendant to be Held in Contempt and for Sanctions filed January 8, 2024: Plaintiff concedes Bright has produced supplemental discovery responses in response to her motion, but again asserts that unidentified financial documents have been withheld. Plaintiff, however, fails to identify any specific documents that have not been produced. Moreover, Bright believes all relevant documentation has been turned over and produced. Furthermore, Bright is not under an obligation to personally verify his responses to Plaintiff's Interrogatories pursuant to the South Carolina Rules of Civil Procedures.
- Plaintiff's Seventh Motion to Compel filed April 29, 2024: Again, Plaintiff raises arguments over documents requested that are now moot pursuant to the modification of the Warrant of Attachment. The temporary listing of Bright's Ferrari has already been addressed above. Second, Bright's communications with his brother over the potential repair of his CrisCraft boat is also moot, as the repairs never took place and the boat was not moved outside of Beaufort. Moreover, Bright contests that the Warrant of Attachment prevented him from making necessary repairs to the subject boat and its dock or that any of his conduct in this respect violated the Warrant of Attachment.
- Plaintiff's Verified Motion for Rule to Show Cause filed August 13, 2024: The Court declined to grant Plaintiff's Motion for Rule to Show Cause during the hearing on October 9, 2024. As a result, this motion is now moot.
- Plaintiff's Verified Second Motion for Contempt and/or Motion for Rule to Show Cause filed September 25, 2024: The Court declined to grant Plaintiff's Motion for

Rule to Show Cause during the hearing on October 9, 2024, and has since entered a modification of the Warrant of Attachment. As a result, this motion is now moot. Furthermore, while the former Warrant of Attachment prohibited Bright from selling his residence, the former Warrant of Attachment did not preclude him from listing the property for sale or entering into a contract to sell the same. As of this date, the sale of the residence has not been consummated. Nevertheless, the disposition of Bright's residence is now subject to the modified Warrant of Attachment.

Based on the foregoing, there is no evidence to support Bright acted in bad faith nor has he shown a willful disobedience or a gross indifference to the Courts orders, which would be tantamount to granting a judgment by default through the striking of his Answer and Counterclaim. Accordingly, Bright respectfully requests that this Court deny Plaintiff's Motion to Strike. Bright reserves the right to submit additional memorandums of law before this motion is heard.

Respectfully submitted,

**BARNWELL WHALEY PATTERSON &
HELMS, LLC**

/s/ Justin P. Novak

M. Dawes Cooke, Jr., Esquire
Justin P. Novak, Esquire
Jessica W. Stratta, Esquire
P.O. Drawer H
Charleston, South Carolina 29402
Phone: (843) 577-7700
Fax: (843) 577-7708
mdc@barnwell-whaley.com
jnovak@barnwell-whaley.com
jstratta@barnwell-whaley.com

Attorneys for Defendant Craig Bright

December 10, 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)
)

**PLAINTIFF'S REPLY IN SUPPORT OF
 MOTION TO STRIKE DEFENDANT'S
 ANSWER AND COUNTERCLAIMS
 AND EIGHTH MOTION TO COMPEL**

RECEIVED

Jan 27 2026

SC Court of Appeals

Defendant's response to Plaintiff's motion to strike his Answer and Counterclaims is the perfect embodiment of Defendant's attitude towards this litigation. Defendant's entire response is nothing but a smokescreen of nonsense arguments and sweeping crucial facts under the rug to distract from his continual abuses of the discovery and litigation processes. Plaintiff agrees that striking Defendant's Answer and Counterclaims requires a showing of bad faith, willful disobedience to Court orders, and gross indifference to Plaintiff's rights—all of which Defendant has consistently demonstrated throughout this case and which Defendant's response does nothing to deny. As a result of Defendant's flippant disregard for the authority of this Court, its orders, and Plaintiff's rights, Plaintiff is entitled to have Defendant's Answer and Counterclaims struck and to have Defendant held in default.

To begin, Defendant's assertion that there is no authority to support the need for him to verify his interrogatory responses is little short of balderdash, if not a full-blown misstatement of the law. Rule 33 of the South Carolina Rules of Civil Procedure explicitly requires that each interrogatory be answered "under oath[.]" Rule 33(a), SCRPC. Further, the South Carolina Court of Appeals has recognized the requirement that responses be made "under oath" requires parties

to verify their answers to interrogatories. *Coves Darden, LLC v. Ibanez*, No. 2016-UP-402, 2016 WL 4379419, at *3 n.2 (S.C. Ct. App. Aug. 17, 2016); *see also, e.g., Estate of Valentine v. South Carolina*, C/A No. 3:18-00895-JFA, 2020 WL 12783948, at *3, *3 n.1 (D.S.C. Aug. 13, 2020) (noting that answers to interrogatories must be made “under oath” and that defendant must “provide Plaintiffs with his signed and *verified* answers within thirty (30) days of receipt of the interrogatories” (emphasis added)); *Taylor v. City of Columbia*, Civ. A. No. 3:07-983-JFA-JRM, 2009 WL 10710632, at *2 (D.S.C. Mar. 25, 2009) (directing that, pursuant to Rule 33, defendant “shall furnish a verification as to all interrogatories’ answers”).¹ Moreover, this Court explicitly ordered Defendant to verify all his discovery responses in the October 17, 2024 Order Revising and Amending the Warrant of Attachment. *See* October 17, 2024 Order (“Defendant is once again ordered to answer all discovery . . . and he is further ordered to supplement and verify all discovery pursuant to Rule 26(e), SCRCF.”). Therefore, Defendant’s feigned surprise at the need to verify his responses to Plaintiff’s discovery requests is simply that—an act meant to distract the Court from Defendant’s countless other failings and violations in this action. He is in contempt of this Court.

The reason verification is vitally important in this case is because of Defendant’s deceitful conduct. Recently, Plaintiff discovered that Defendant has a new bank account with JPMorgan Chase. (See printout of accounts associated with Craig Bright’s Venmo with JPMorgan Chase Bank highlighted and subpoena to JPMorgan Chase Bank, attached as **Exhibits A and B**, respectively.² This account has never been disclosed. From a review of the Venmo records, it

¹ Plaintiff notes the language of both South Carolina Rule of Civil Procedure 33 and Federal Rule of Civil Procedure 33 are identical and require each interrogatory “be answered separately and fully in writing under oath[.]” *See* Rule 33(a), SCRCF; Rule 33(b)(3), Fed. R. Civ. P.

² JPMorgan Chase Bank contacted Plaintiff’s counsel’s office regarding the subpoena, requesting

appears that Defendant linked his Venmo to JPMorgan Chase on or about May 3, 2024 - well after the Warrant of Attachment was issued on November 29, 2023. Upon information and belief, there is no physical presence of JPMorgan Chase Bank in South Carolina; thus, Defendant is taking money out of the State of South Carolina in direct violation of the Warrant and Amended Order regarding the Warrant. See Secretary of State printout of “JPMorgan” attached hereto as **Exhibit C**. This Court ordered Defendant to verify his answers to interrogatories in its Amended Order, filed October 17, 2024. There is an interrogatory (interrogatory #21) requesting all bank accounts and a request to produce statements (request #26) (See Defendant’s Supplemental Responses to Plaintiff’s Fourth Set of Discovery Requests, **Exhibit D**). He is refusing to disclosure all assets, and he is refusing to verify his answers to interrogatories in direct violation of this Court Amended Order, filed October 17, 2024. The only reason Plaintiff discovered this account(s) was through Venmo’s response to a subpoena. This latest violation of this Court’s order is reason alone to find Defendant in contempt and strike his Answer and Counterclaims.

In keeping with his response’s apparent theme of misguided misdirections, Defendant also asserts that the Court denied Plaintiff’s requests for sanctions and rules to show cause with respect to his numerous violations of the Warrant of Attachment. This statement is wrong. At no point during the hearing on October 9, 2024, nor anywhere in the Order Modifying the Warrant of Attachment entered on October 18, 2024, has this Court even addressed Plaintiff’s requests for sanctions or rules to show cause, let alone denied such request. On the contrary, the Court’s Order Modifying the Warrant of Attachment explicitly recognizes that such requests have not been ruled on, noting “This Order is entered without prejudice to any right or claim of either party pursuant

an extension to respond to the subpoena directed to it. The extension was granted. The JP Morgan representative indicated that there are responsive documents, including a signature card. Plaintiff will supplement the record once the JP Morgan documents are received.

to S.C. Code § 15-19-10 *et seq.*, including the parties' respective contentions as to . . . Defendant's violations of the Warrant of Attachment while it was in place." Amended Order, Oct. 17, 2024. Accordingly, Plaintiff's arguments for sanctions and rules to show cause against Defendant arising from his multiple violations of the Warrant of Attachment are in no way moot.³

For the same reasons, Plaintiff's discovery requests regarding Defendant's communications with his brother, Chris Bright, and Robert Rini are also not "moot." As an initial matter, discovery requests and subpoenas do not become moot—either they properly seek discoverable information, or they do not. The information and documents sought by the subpoena to Robert Rini and Plaintiff's discovery requests regarding Robert Rini and Chris Bright are squarely relevant to the issues in this case beyond Defendant's violation of the Warrant of Attachment. Specifically, this information is relevant to Defendant's net worth and his state of mind at the time the communications were sent (including any intent to remove assets from his name to defraud Plaintiff). Therefore, this discovery is permissible under Rule 26 and cannot be "mooted," as Defendant suggests, simply because he claims not to have violated the Warrant of Attachment,⁴ or because the Warrant was subsequently modified to allow the sale of these assets.

³ Ironically, Defendant seems to suggest that he should not be subject to sanctions because he has "remained in compliance with the terms of the Order Modifying the Warrant of Attachment entered by the Court on October 18, 2024." Defendant's Resp. at 2. First, this statement is patently false in light of the JP Morgan discovery. Second, Defendant's purported compliance with one order of this Court for two months does not wipe out the fact that he has repeatedly violated multiple orders of this Court in the course of this litigation, including the original Warrant of Attachment. Defendant is not entitled to a "gold star" for doing the bare minimum expected of any litigant before this Court, let alone after his track record of falling woefully short of the same.

⁴ Defendant's argument that his mere attempts to improperly sell his Ferrari and CrisCraft boat do not amount to a violation of the Warrant of Attachment because he did not actually sell them is a distinction without a difference. The fact that Defendant was unable, for whatever reason, to sell his Ferrari and his boat contrary to the Warrant of Attachment does not negate the fact that he attempted to do so, in direct contravention of the Warrant of Attachment. Most likely, he was not able to sell them because he was caught "red handed" by Plaintiff or the sheriff's office. Again,

Finally, Defendant's argument that he has produced all known, relevant information and that it is **Plaintiff** who has failed to identify what additional documents and information remain outstanding is so tongue-in-cheek it is surprising Defendant could even articulate it.⁵ For example, in his Exhibit A to his Response, Defendant indicates that he needs clarification on the meaning of the phrase "net worth." That statement is incredible. "Net worth" is a commonly used and understood phrase, and it is an issue "well-rooted in the common law of punitive damages." *Branham v. Ford Motor Co.*, 390 S.C. 203, 240, 701 S.E.2d 5, 25 (2010). Moreover, Defendant claimed to need clarification on this phrase in January 2024, *less than a month and a half* after the November 21, 2023 hearing in which this Court ordered Defendant to respond to Plaintiff's net-worth discovery requests. If Defendant had any confusion as to the scope of what Plaintiff was requesting or the Court was ordering, he had ample opportunity to raise that during the hearing or any time since. To raise that argument now, after almost a year of failing to fully comply with the Court's directive that he produce all information and documents pertaining to his net worth is ridiculous.

Defendant does not get credit for his failure to fully consummate his violation of the Warrant, nor does his failure extinguish the impropriety of the attempts themselves.

⁵ This argument is even more offensive in light of Defendant's most recent discovery responses served on December 17, 2024 in which Defendant objected and refused to produce any documents in response to Plaintiff's request for "[a]ll documents regarding allegations of Defendant causing physical damage or harm to a person or a person's property." See **Exhibit E**, Defendant's Responses to Plaintiff's Sixth Set of Requests for Production of Documents. Plaintiff asserts a claim for assault against Defendant and attached pictures to her Sixth Set of Requests for Production of injuries and damage caused by Defendant (**Exhibit F**, Plaintiff's Sixth Set of Requests for Production), yet Defendant still refused to respond or produce any requested information when faced with specific examples of the information and documents sought. This is true even though Defendant vociferously argued at summary judgment that an element of physical fear is required for an assault claim. (**Exhibit G**, Tr. Hr'g Sept. 7, 2023, pp. 34-36 (Defendant counsel's argument regarding physical harm highlighted)). Clearly, Defendant has no intention of cooperating in discovery or producing any documents unless Plaintiff herself can produce them first which is completely antithetical to the discovery process.

Moreover, with respect to his financials and net worth, Defendant asserts that he has produced everything and questions what more Plaintiff could want. Again, this is flatly incorrect in light of the JPMorgan and Venmo discovery. However, Plaintiff has identified and produced evidence that Defendant purchased a brand-new Ferrari for over \$370,000 this summer with an unknown source of funds. Defendant has produced no information or documents pertaining to this purchase or from where he obtained the funds to make this purchase.⁶ For Defendant to then claim that he has produced everything and that the onus is on Plaintiff to specifically identify what all is missing is absurd. *See In re Anonymous Member of S.C. Bar*, 346 S.C. 177, 193, 552 S.E.2d 10, 18 (2001) (“‘The primary objective of discovery is to ensure that lawsuits are decided by what the facts reveal, not by what facts are concealed.’ . . . In this respect, the discovery process is designed to ‘make a trial less a game of blind man’s bluff and more a fair context with the basic issues and facts disclosed to the fullest practicable extent.’” (internal citations omitted)). While Defendant is the only one who knows for sure the exact measure of his assets and net worth, as well as what all information and documents pertain to the same, it is yet another blatant stab at the common sense and intelligence of Plaintiff, her counsel, and the Court to suggest that he has produced everything of relevance when the record clearly establishes otherwise. This, combined with Defendant’s flat refusal to verify his answers to interrogatories and his continued conduct of failing to follow court orders, leads to the strong suspicion that Defendant has or is establishing off-shore accounts to further shield himself from any judgment in this case.

⁶ At the time this Ferrari was purchased, Defendant’s Charles Schwab account and Bennie’s assets were all frozen pursuant to the Warrant of Attachment. Further, Defendant himself asserted that the Warrant “froze[] Bright’s ability to borrow money for himself[.]” Def.’s Mot. & Mem. in Support to Vacate and Discharge Warrant of Attachment at 4. There is no other account or source of funds of which Plaintiff is aware to which Defendant had access this summer and which contained sufficient funds to make this purchase.

To put it simply, Plaintiff knows Defendant has a ball, but Defendant is hiding the ball behind his back and denying its existence merely because Plaintiff cannot identify the color and type of the ball. To carry the analogy even further, Plaintiff has every reason to suspect that what Defendant is hiding is a cannon ball—not unlike his email to John Boretti seeking advice on moving assets out of his name—that could drag down and sink his defense. See **Exhibit H**, Nov. 28, 2023 Email. Just like the cannon ball that is the John Boretti email, Plaintiff believes there are numerous other similar emails in which Defendant reveals his true nature—one that is devious, deceptive, and destructive to his case. If Defendant cannot be trusted to fully and truthfully communicate with his own counsel, how can Plaintiff or the Court believe his “assurances” that he has provided everything?⁷

The remainder of Defendant’s response is so trite that no further reply from Plaintiff is warranted or necessary. Indeed, Defendant’s response betrays an awfully insouciant attitude for someone who supposedly struggles to pay his mortgage and is now trying to dissuade the Court from holding him in default for multi-million-dollar claims. Defendant’s conduct throughout this case speaks for itself, and Defendant’s response only serves to highlight further his complete lack of respect and regard for this Court and its authority. Based on the foregoing and the arguments set forth in Plaintiff’s motion, 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

⁷ Surely, if defense counsel knew about Defendant’s new \$370,000 toy, they could not and would not have made the arguments presented at the October 9, 2024 hearing in which they claimed the Warrant of Attachment was so crippling to Defendant that he could not afford his mortgage. If Defendant was hiding that from his own counsel, there is nothing to suggest he would not similarly hide other relevant information as well.

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.

SOWELL & DuRANT, LLC

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

Attorneys for Plaintiff Diana Janura

Columbia, South Carolina
February 18, 2025

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 SUPPLEMENT TO
 MOTION TO STRIKE**

RECEIVED

Jan 27 2026

SC Court of Appeals

Plaintiff Diana Janura f/k/a Diana Bright, by and through her undersigned counsel, hereby files the Affidavit of Jason Wilson in support and to supplement Plaintiff's Motion to Strike Defendant's Answer and Counterclaims and Eighth Motion to Compel ("Motion to Strike"). The Affidavit of Jason Wilson is attached hereto and incorporated herein as **Exhibit A**.

Defendant has violated the Warrant of Attachment again. In March 2025, Defendant sold his Ferrari. (Ex. A.) He did not notify Plaintiff of the sale, nor did he provide copies of all sales documents to Plaintiff within ten days of the sale of the Ferrari. These actions were required under the Amended Order regarding the Warrant, issued by this Court on October 17, 2024. Again, Defendant's willful disobedience was done under the cover of night. Plaintiff highly doubts that any proceeds from the sale have been deposited into the trust or escrow account at Barnwell Whaley, as required by the Amended Order. Defendant's counsel would have notified Plaintiff's counsel if they knew about the sale and when the proceeds were deposited in its escrow account. This is a blatant, egregious violation of the Warrant, as amended, by Defendant.

In the past, Defendant has drawn a difference between listing the Ferrari for sale and selling the Ferrari. Specifically, at the February 19, 2025 hearing, Defendant's counsel stated as follows:

EXHIBIT I

Mr. Bright also listed his – you saw from the Facebook post which was from a year or two ago, the - - sorry, the Ferrari was listed for sale on the Facebook post by Mr. Rini. This was also addressed in a previous motion. But, again, the listing of sale for that piece of property is not a violation of the Warrant of Attachment. **The Warrant of Attachment preventing Mr. Bright from selling that – selling that. And he did not sell it.**

(Hr’g Tr., 67:1-8, Feb. 19, 2025, attached hereto as **Exhibit B** (emphasis added).)

Well, Mr. Bright has now sold the Ferrari. There are no more excuses. It has been time for the “harsh medicine” of this sanction to be administered. *See QZO, Inc. v. Moyer*, 358 S.C. 246, 256, 594 S.E.2d 541, 547 (Ct. App. 2004). Defendant’s bad faith consumes his actions in this litigation, and his repeated violations of this Court’s orders, rules, and Warrant (both in its original and amended forms) are more than a willful disobedience or gross indifference. *Id.* It is intentional disregard and disrespect for the judicial system, not to mention Plaintiff. This Court should strike Defendant’s Answer and Counterclaims and award Plaintiff attorney’s fees and costs.

SOWELL & DuRANT, LLC

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

Attorneys for Plaintiff Diana Janura

Columbia, South Carolina
 April 29, 2025