

Exhibit "A"

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

AND ALSO

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

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

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

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

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

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



Beaufort Common Pleas

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

Case Number: 2020CP0701753

Type: Order/Other

So Ordered

Jocelyn Newman

Electronically signed on 2023-11-29 14:57:49 page 4 of 4

Karen Jessee

From: Caroline Gimenez-Kaushik <cgimenez@sowelldurant.com>
Sent: Tuesday, October 24, 2023 5:37 PM
To: jnewmanj@sccourts.org; jnewmanlc@sccourts.org; jnewmansc@sccourts.org
Cc: Bess DuRant; Biff Sowell; Amy Kelly; Indira Shook
Subject: Diana Bright v. Craig Bright, 2020-CP-07-01753 - Ex Parte Motion for Attachment
Attachments: CGK Letter to Judge Newman requesting Ex Parte Writ of Attachment.pdf; Proposed Warrant of Attachment.pdf; Final - Moton for Attachment.pdf; Proposed Warrant of Attachment.docx; Exhibit 1 - Contempt Order.pdf; janura attachment bond (1).PDF; Final Affidavit in Support of Attachment (2).pdf; Ex D- 81538452_31690_05-07-2023_10-10-05_1-843-384-7776_1108.mp3; Exhibits to Affidavit in Support of Attachment.pdf

Good evening, Judge Newman,

Please find attached a letter and motion requesting an *ex parte* writ of attachment against certain property of Defendant Craig Bright, as well as an affidavit by Plaintiff Diana Janura f/k/a Diana Bright, a bond issued to Plaintiff, and a proposed Warrant of Attachment.

Thank you very much for your attention to this matter.

Very truly yours,
Caroline

Caroline D. Gimenez-Kaushik
Attorney, SOWELL + DuRANT

1325 Park Street, Suite 100
Columbia, SC 29201

803.722.1105 | sowelldurant.com

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SOWELL + DURANT

Counselors at Law

October 24, 2023

VIA EMAIL

The Honorable Jocelyn Newman
1701 Main Street, Room 223
Post Office Box 192
Columbia, SC 29202-0192

Re: Ex Parte Request for Writ of Attachment
Diana Bright v. Craig Bright, Case No: 2020-CP-07-01753

Dear Judge Newman,

On October 12, 2023, we received recordings of 188 jailhouse calls made by Defendant Craig Bright in response to a FOIA request submitted to Beaufort County. We have been diligently reviewing these files and, in doing so, have become aware of Defendant's intent to "liquidate" his assets and leave the State as soon as possible. Additionally, Defendant's house located at 24 Widewater Road, Hilton Head Island, South Carolina 29926, has been on the market since August 23, 2023. In light of this, we respectfully request the issuance of an *ex parte* writ of attachment against Defendant to prevent him from liquidating his in-state assets in an attempt to frustrate the collection of any judgment issued against him in this case. In support thereof, please find attached an *ex parte* motion for attachment, an affidavit of Plaintiff Diana Janura f/k/a Diana Bright, a bond taken out by Plaintiff as security for the attachment, and a proposed Warrant of Attachment.

Sections 15-19-10 through 15-19-110 of the South Carolina Code set forth the procedure by which a party may seek a writ of attachment. In particular, section 15-19-10 provides that "[i]n any action . . . (8) [w]hen any person . . . is about to remove any of his or its property from this State . . . [t]he plaintiff at the time of issuing the summons or any time afterwards may have the property of such defendant . . . attached . . . as a security for the satisfaction of such judgment as the plaintiff may recover." Additionally, the statutory scheme contemplates that a party may seek immediate resort to a writ of attachment such that "[n]o advance notice to the opposing party is necessary, and no court hearing or order is required." *Harrison v. Morris*, 370 F. Supp. 142, 147 (D.S.C. 1974). Indeed, as the court in *Harrison* recognized, "[i]f a prior hearing were to be required before attachment could be employed, the entire purpose of the remedy would be defeated[,] [because] [t]he purpose is to

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Columbia, SC 29201

preserve, or secure, the property[.]” *Id.* at 148. “The owner is not deprived of his property; the impact is [merely] to place the state in temporary possession until the issues can be litigated.” *Id.* Further, once an attachment has issued, section 15-19-340 permits the defendant or any person with a right to the attached property to move to discharge the attachment. Therefore, because attachment is not a final judgment, “there is no necessity for a prior notice or hearing since due process is satisfied by the subsequent [adjudication of] the main action.” *Harrison*, 370 F. Supp. at 149.

As noted above, Defendant has voiced his intent to liquidate his assets and leave the State as soon as possible. *See Affidavit Exhibit D*, Jailhouse Call 81538452 (audio file attached to email). In furtherance of this goal, Defendant has been attempting to sell his home on Hilton Head Island since August 23, 2023. *See Affidavit Exhibit E*, Zillow Listing. Most crucially, Defendant has repeatedly demonstrated his complete contempt and disregard for the legal process and court orders, as evidenced by the Family Court’s May 5, 2023 Contempt Order, attached hereto as **Exhibit 1**; his continuous violation of the Family Court’s No Contact Order, attached hereto as **Affidavit Exhibit A**; and his admitted, willful violation of the Litigation Hold Letter sent at the beginning of this case, *see Affidavit Exhibit B*, Litigation Hold Letter and **Affidavit Exhibit C**, Craig Bright Depo. Based on the foregoing, we believe Plaintiff is entitled to an attachment of the property identified in the motion and affidavit and that such attachment should be issued *ex parte* to ensure Defendant does not have the opportunity to preemptively dispose of any assets potentially subject to attachment.

If it would be preferable to have an *ex parte* hearing on this matter, I can be available for an in-person or virtual hearing at your convenience. Additionally, if there is any further documentation I can provide to assist in your review, please let me know.

Thank you for your consideration in this matter.

Very truly yours,



Caroline D. Gimenez-Kaushik

cc: Bailey McDaniel, Law Clerk to the Honorable Jocelyn Newman (via email)



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 - i. Investment account with Charles Schwab, account ending in -3481;
 - ii. CrisCraft boat, located at 24 Widewater Road, Hilton Head Island, South Carolina 29926;
 - iii. All motor vehicles, including but not limited to a Bentley and a Ferrari, located at 24 Widewater Road, Hilton Head Island, South Carolina 29926;
 - iv. All Equipment, Fixtures, Furniture, General Intangibles, Inventory, and, to the extent not otherwise included, all Proceeds and products of any and all of the foregoing, located at 19 Sheridan Park Circle, Bluffton, SC 29910, at

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

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

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

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

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

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

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

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

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

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

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

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

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

Respectfully submitted,

SOWELL & DuRANT, LLC

By: s/ Caroline D. Gimenez-Kaushik
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and

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(843) 524-3109

Attorneys for Plaintiff Diana Bright

Columbia, South Carolina
October 24, 2023

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

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

Exhibit 1

***LETTER REQUESTING EX PARTE WRIT
OF ATTACHMENT***

Beaufort County Family Court's Contempt Order

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

IN THE FAMILY COURT FOR THE
 FOURTEENTH JUDICIAL CIRCUIT
 Docket No: 2015-DR-07-286; 2016-DR-07-778;
 and 2021-DR-07-262

ORDER
(CONTEMPT OF COURT)

2023 MAY -5 AM 9:58
 FAMILY COURT
 BEAUFORT COUNTY
 BEAUFORT, S.C.

Hearing Date: May 1, 2023
Presiding Judge: Thomas T. Hodges
Plaintiff's Counsel: Katherine G. Ferguson
Defendant's Counsel: Susan Strom
Court Reporter: Kimberlee Williams

This matter came before the Court for a hearing on Plaintiff's Verified Ex-Parte Motion for the Issuance of an Order and Rule to Show Cause filed on September 16, 2022 and Rule to Show Cause signed by the Honorable Douglas L. Novak on September 20, 2022 (under Case Nos: 2015-DR-07-286; 2016-DR-07-778; and 2021-DR-07-262) and Plaintiff's Verified Ex-Parte Motion for the Issuance of an Order and Rule to Show Cause filed on March 6, 2023 and Rule to Show Cause signed by the Honorable A.E. Morehead, III on March 7, 2023. Present and appearing at the appointed time were Plaintiff's attorney, Katherine G. Ferguson and the Plaintiff (hereinafter "Mother"), and Defendant's attorney, Susan Strom and the Defendant (hereinafter "Father"). Defendant was properly served with the above referenced Rule to Show Cause(s) as well as the underlying Verified Ex-Parte Motion(s), as evidenced by the Affidavit of Service and Acceptance(s) of Service filed with the Clerk of Court's office.

Certified - A True Copy
[Signature]
 Clerk of Court
 Beaufort County SC

During the hearing, the Court took judicial notice of three (3) Orders. Both parties and one other witness testified. Mother introduced 27 exhibits, and Defendant introduced one (1) exhibit, which was Father's Financial Declaration dated May 1, 2023.

Based upon the pleadings, Orders previously issued, the evidence presented, and applicable law, this Court makes the following findings of fact and conclusion of law:

FACTUAL BACKGROUND

1. That the parties were divorced on March 9, 2016 pursuant to the Final Order Approving Final Settlement Agreement and Decree of Divorce signed by The Honorable Judy L. McMahon and filed on March 9, 2016 in the Beaufort County Family Court under Case Number 2015-DR-07-286 (hereinafter "Decree of Divorce). That the parties have three minor children, to wit: O.B. (2009); B.B. (2012), and A.B. (2014). That a subsequent action was filed and the parties entered into a Final Consent Order Ending Case signed by The Honorable Deborah A. Malphrus and filed on September 18, 2017 in the Beaufort County Family Court under Case Number 2016-DR-07-778 (hereinafter "Final Consent Order"). Most recently, Defendant-Father filed a modification action under Case Number 2021-DR-07-0262, and the Honorable William J. Wylie, Jr. issued an Order Granting Defendant's [Mother's] Motion to Dismiss on January 24, 2022 and filed on January 27, 2022 in the Beaufort County Family Court (hereinafter "Order dated January 24, 2022"). These are the three Orders which are relevant to this contempt proceeding.
2. The relevant terms and provisions of these Orders for this contempt action are clear and unambiguous. At all times relevant to this contempt action, each party had proper notice of all of these Orders.
3. This Court has jurisdiction over the parties hereto and the subject matter herein. The venue is proper in Beaufort County.

4. That Mother raised five issues in both of her contempt actions. All issues have been consolidated and are properly before this Court.

CIVIL CONTEMPT

5. Mother alleges that Father's failed to pay child support on a timely basis and in violation of the child support provision of the Decree of Divorce dated March 9, 2016. That Order states as follows:

Pursuant to Article 5 on Page 20 of the parties' Final Settlement Agreement dated March 9, 2016, "Support for the Children: (1) Commencing March 1, 2016, [Defendant-Father] shall pay directly to [Plaintiff-Mother] the sum of Three Thousand (\$3,000) Dollars per month, as and for [Defendant-Father's] child support obligation to [Plaintiff-Mother]... The parties shall cooperate in exchanging /signing the necessary forms so that such child support payments may be made via direct deposit on the first of each month, and/or the Father may make such payment in annual lump sum payments or semi-annual lump sum payments".

6. The evidence shows that while having ample financial means, Father has a pattern of refusing to make his child support payments to Mother in their entirety or on a timely basis. Mother has had to file previous contempt actions for Father's refusal to timely pay his child support obligation. Prior to other hearings in this matter, Father was still delinquent in his child support payments despite receiving default letters from Mother's counsel and the filing of this contempt action. At the time of this hearing, Mother acknowledged that Father was current in his child support obligation. However, Father offered no explanation for his failure or refusal to timely pay his past child support obligation(s) prior to this hearing. I find by clear and convincing evidence that Father's conduct violated the clear and unambiguous provision of the Decree of Divorce dated March 9, 2016. His conduct for this refusal to pay his child support to Mother was willful and intentional. Accordingly, this Court finds Father in civil contempt of court.

7. Mother also alleges Father failed to timely pay the attorney's fees and GAL fees to her, as ordered pursuant to the Order dated January 24, 2022. Specifically, that Order states:

“[t]aking into consideration all of the factors enumerated in the above cited cases, the Court finds that Plaintiff shall be assessed with all of Defendant's [Mother's] attorney and Guardian *ad litem* fees, as well as costs. Accordingly, Plaintiff [Father] shall pay the amount of Thirty-three Thousand Four Hundred Forty-One and 58/100 (\$33,441.58) Dollars to the Defendant [Mother] for attorney's fees and costs within thirty (30) days of service of this Order. In addition, Plaintiff [Father] shall reimburse Defendant [Mother] her share of the Guardian ad litem fees she paid in the amount of Four Thousand Two Hundred Nineteen and 75/100 (\$4,219.75) Dollars within thirty (30) days of service of this Order.”

8. On or about March 4, 2022, Father paid Mother two (2) checks totaling \$30,000. Both checks were in the amount of \$15,000. Pursuant to the Order dated January 24, 2022, Father owed Mother a total of \$37,661.33 (\$33,441.58 in attorney's fees and \$4,219.75 in Guardian *ad litem* fees) which was due within thirty (30) days of the service of the Order. The Order dated January 24, 2022 was served on Defendant-Father on January 31, 2022, and the payment was due no later than March 3, 2022. Despite the filing of this contempt action, Father refused to pay the difference \$7,661.33 until December 2022 – more than nine (9) months later. Father claims he did not understand the difference was owed. This claim lacks credibility. The provision of the Order quoted above is clear and unambiguous. I find, by clear and convincing evidence, that Father's conduct was willful and intentional and that he is in civil contempt of court.

9. Father has since remedied his failure to pay child support and attorney fees. Therefore, no sanctions will be issued. However, I find that he shall contribute to Mother's fees and expenses related to this contempt action. The Court may award fees as compensatory contempt. *See Curlee v. Howle*, 277 S.C. 377, 386-87, 287 S.E. 2d 915, 919-920 (1982). Mother incurred attorney's fees and costs in the amount of \$31,543.75 incident to this contempt action. The Court examined the evidence submitted on the issue of attorney's fees and costs to determine if the fees were

reasonable. The rate charged by Mother's counsel and her staff are reasonable and fair and consistent with rates charged by similarly situated and experienced professionals. Contempt actions such as this are time consuming and require attention to detail. The amount of time spent was reasonable and necessary. Mother obtained beneficial results from the services of her attorney. Father should significantly contribute to the reasonable attorney's fees and costs incurred by Mother incident to this contempt action.

CRIMINAL CONTEMPT¹

10. Mother alleges that Father violated the visitation provisions of the Final Consent Order dated September 18, 2017. Among other terms, this Final Consent Order states:

Father's Visitation: Father's visitation with the parties' children is suspended entirely (to include at school and extracurricular events) until Father can document six (6) months' consecutive sobriety from alcohol...
See paragraph B on Page 3.

11. There is no question that Father has not maintained his sobriety from alcohol, and his visitation with the minor children has remained suspended since the Order was issued. Father admitted that he showed up at the children's school on January 5, 2022. Father also admitted that on May 14, 2022 he showed up at one of the children's soccer games and approached Mother and the parties' children in violation of the Final Consent Order. Based upon his interactions with Mother, Father was intoxicated, and the Mother had to call the police. Father also called the police and was belligerent with the police officer and accused Mother and Mother's husband of threatening to kill him. Mother's husband was not present at the soccer game as he was out of

¹ At the hearing, Father was found in criminal contempt and sentenced to 20 days in the Beaufort County Detention Center. Father requested time to get his affairs in order before serving his sentence. The Court granted the request and ordered Father to report to the detention center at Noon on May 4, 2023. The Court issued an Order on May 4, 2023 finding Father in criminal contempt and setting out his sentence. This Order does not replace that order, but provides additional information supporting the Court's decision. A copy of that Order is attached hereto for reference only.

town, and there was no evidence that Mother threatened Father in any manner. Subsequently, on September 13, 2022, Father admitted that he showed up at one of the children's soccer practices and approached Mother and children again. Mother was forced to leave the practice and call the police from her car. After practice was over, Father drove his car to where Mother's car was parked and pulled right behind her car and started honking his horn at her and the children. This startled and scared the children, as they were confused as to what was occurring. After this incident, Father continued to threaten that he was going to show up at the children's soccer activities despite the clear and unambiguous language of the Final Consent Order to the contrary. Father's behavior forced Mother to file the first contempt action on an expedited basis, as Father was becoming bolder in regard to his willful violations of this provision. Father's conduct in flaunting and completely disregarding the clear language of the Order was willful and intentional. Accordingly, this Court finds, beyond a reasonable doubt, that Father is in criminal contempt of court.

12. Mother also alleges Father violated two other restraining orders contained in the Final Consent Order related to telephone visits. Father's violations of these restraining orders forced the Mother to file a second contempt action on March 7, 2023. Specifically, the Final Consent Order states:

3. Telephone Contact: a. While his visitation is suspended, Father shall have a call with the children every other week. If a time cannot be agreed upon, it shall be Wednesday at 7:00 p.m. Eastern time. If the children are not available, then it shall be Thursday at 7:00 p.m. Eastern time. If Mother is in Europe, the calls shall be at 2:00 p.m. Eastern time.

D. The calls shall be supervised by a supervisor acceptable to Mother. Mother and Father may record each call. **Father shall abide by all restraints in this Agreement while on each call** (emphasis added). Further, Father shall not ask the children about Mother on any call or about any romantic interest of Mother.

See Paragraph B on Page 3 of the Final Consent Order.

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

3. Making any negative or disparaging comments about the other parent or his/her family in the presence, or within the hearing, of the minor children, or allowing any third parties, in particular family members of Mother or Father to do so;

6. As to Father, consuming or being under the influence of illegal or unprescribed prescription drugs or excessive use of prescription drugs or any alcohol whatsoever 12 hours before and while on any call with the children.

(See Paragraph E on Page 5 of the Final Consent Order.)

13. Father admitted to consuming alcohol during his supervised visitation with the minor children on January 18, 2023. Indeed, there is a screen shot of Father drinking an alcoholic beverage during the call. While Father denied calling the Mother a liar to one of the children during the same phone conference, the evidence to the contrary was overwhelming that Father made this negative or disparaging comment about Mother to one of the children. Father's denial lacks credibility. These actions by Father violate the clear, unambiguous language of the above referenced restraining orders as set forth in the Final Consent Order and show his total disregard for the authority of the Court. Father's conduct was willful and intentional. I find, beyond a reasonable doubt, that Father is in criminal contempt of court.

14. Finally, Mother alleges Father repeatedly violated the restraining order against contacting her in any manner. Specifically, the Final Consent Order states the following:

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

(See Paragraph C on Page 5 of the Final Consent Order.)

15. The evidence overwhelming proved Father continually contacted Mother via voice mails, text messages and emails in violation of the clear terms of the Order. Furthermore, Father's conduct in approaching Mother at the soccer events is a clear violation of this restraining order.

The language of the restraining order is clear and unambiguous. Father's conduct was willful, intentional and in total disregard of the Court's order. I find, beyond a reasonable doubt, that Father is in criminal contempt of Court.

16. As detailed above, Father is in both civil and criminal contempt of court. For his criminal contempt, Father shall serve twenty (20) days in jail at the Beaufort County Detention Center. The complete terms of Father's sentence are set forth in the Order issued May 4, 2023.

17. With regards to the civil contempt finding, there shall be no sanctions since Father has remedied the violations. However, Father shall pay Thirty Thousand and no/100 (\$30,000) Dollars towards Mother's attorney's fees and costs. This payment shall be due 60 days after Father is released from the detention center.

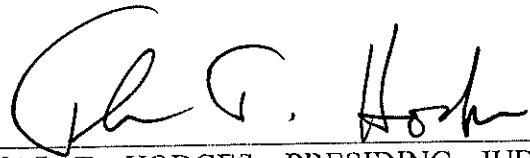
NOW THEREFORE, IT IS ORDERED THAT:

- A. Father is in criminal contempt of court for the violations of the various orders as detailed above.
- B. Father is sentenced to serve twenty (20) days in the Beaufort County Detention Center. Father shall report to the Beaufort County Detention Center no later than 12:00 pm (noon) on Thursday, May 4, 2023.
- C. Father is in civil contempt forth above and shall pay the sum of \$30,000 to Mother for Mother's attorney's fees and related costs associated with this action. Father shall pay this obligation no later than sixty (60) days from his release from the Beaufort County Detention Center.
- D. As an additional remedy regarding child support, Father's monthly child support in the amount of \$3,000 shall be paid through the State Disbursement Unit (SDU) with Father being responsible for the 5% costs (for a total monthly payment of \$3150), beginning

June 1, 2023 and continuing thereafter on the first day of each month. Father shall pay his May child support in the amount of \$3,000 to Mother via direct deposit immediately upon his release from the detention center.

E. In order to avoid potential problems with Father's supervised telephone visitation and to protect the welfare of the minor children, Father shall blow into Soberlink at least 12 hours prior to his scheduled phone visitation and again one hour before the phone visitation to ensure that he is sober during his interactions with the parties' minor children. Should Father fail to blow into Soberlink by the requisite timeframe or blows positive, the supervised telephone visitation shall be cancelled.

AND IT IS SO ORDERED.



THOMAS T. HODGES, PRESIDING JUDGE,
FAMILY COURT FOR THE FOURTEENTH
JUDICIAL CIRCUIT

May 5, 2023
Beaufort, South Carolina

STATE OF SOUTH CAROLINA)
)
 COUNTY OF Beaufort)
 Diana Bright)
)
 vs.)
)
 Craig Bright)
)
 Defendant.)

IN THE FAMILY COURT
 Fourteenth JUDICIAL CIRCUIT
 CASE NO.: 2016-DR-07-778
 INDIRECT CRIMINAL
 CONTEMPT ORDER

2023 MAY 4 AM 10:29
 PLAINTIFF
 BEAUFORT COUNTY
 BEAUFORT, S.C.

DATE OF HEARING: May 1, 2023
 PRESIDING JUDGE: Thomas T Hodges
 PLAINTIFF'S ATTORNEY: Katherine Ferguson
 DEFENDANT'S ATTORNEY: Susan Strom
 COURT REPORTER: Kymberlee Williams

Certified - A True Copy
 Jen A. Pearson
 Clerk of Court
 Beaufort County SC

THIS MATTER came before the court on a Rule to Show Cause. Plaintiff was present. Defendant was present. Based on the evidence presented, I make the following findings: Defendant wilfully violated the terms of the "Final Consent Order Ending Case", (issued in Case Number 2016-DR-07-778 and dated September 18, 2017) by contacting Plaintiff directly on numerous occasions. Such contact was prohibited by the express terms of the Order. Additionally Defendant appeared at the parties' children's extracurricular events in violation of the clear terms of the order. He also consumed alcohol during a zoom visit with the minor children in violation of the clear terms of the Order. Defendant admitted he violated the Order. I conclude that Defendant's total disregard for the Court order requires a finding of criminal contempt to vindicate the authority of the Court.

Therefore, I Find:

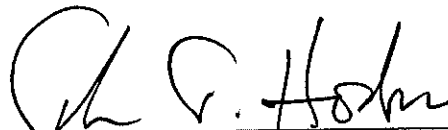
(JA)

- is NOT GUILTY of criminal contempt of court.
- Default* is GUILTY of INDIRECT CRIMINAL CONTEMPT OF COURT. The evidence establishes the guilt of the Defendant beyond a reasonable doubt.
- Defendant is sentenced to confinement in the Beaufort County Detention Center for a period of *20 days*. Confinement will commence:
 - Immediately.
 - At 12:00 o'clock p.m., on Thursday May 4, 2023.
 - Good Time and/or Work Credit may be given.
 - No Good Time or Work Credit allowed.
 - will pay a fine of \$ to the County Clerk of Court.
 - will perform hours of community service.

(JA)

- is sentenced to confinement in the _____ County Detention Center for a period of _____. This sentence is suspended upon the following conditions:
- Serving a period of confinement of _____. Confinement will commence:
- Immediately.
 - At _____ o'clock, on _____.
 - Good Time and/or Work Credit may be given.
 - No Good Time or Work Credit allowed.
- Probation for a period of _____ must comply with all terms and conditions of probation imposed by the _____ County Probation Department and the following special conditions:
- Payment of a fine in the amount of \$ _____ to the _____ County Clerk of Court.
 - Payment of attorney fees in the amount of \$ _____ to _____.
 - Payment of expenses related to this proceeding in the amount of \$ _____ to the _____ County Clerk of Court.
 - BENCH WARRANT:

The Clerk of Court is ordered to issue a Bench Warrant for the arrest of the _____ for failure to appear in response to the Rule to Show Cause.



 Thomas T Hodges- Family Court Judge

Date: May 4, 2023
 Beaufort, South Carolina





Western Surety Company

STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

Court of Common Pleas COURT

Case No. 2020-CP-07-01753

Plaintiff(s),

DIANA JANURA
V.

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. Brufat

Paul T. Brufat, 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

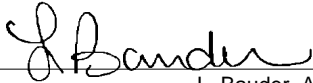
as Principal in the penalty amount not to exceed: \$ 10,000.00.

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.

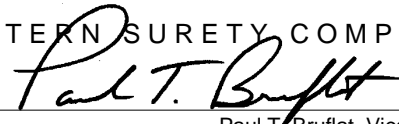
ATTEST



L. Bauder, Assistant Secretary

WESTERN SURETY COMPANY

By



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



Notary Public

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





Transaction Report & Invoice

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

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:

Gross Premium Charge: \$100.00
Commission Amount:
Net Amount Due: \$100.00

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

Change Detail:

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

CNA Surety

INVOICE

Table with columns: CO.#, BOND/POLICY#, EFFECTIVE DATE, ANNIVERSARY DATE, PROCESS DATE, PENALTY. Includes principal information: DIANA JANURA, 29 SEA OLIVE ROAD, HILTON HEAD ISLAND, SC 29928.

Table with columns: AGENCY CODE, Amount. Includes agency code 39-16769 and amount \$100.00.

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

Western Surety Company

0003001 03916769000010162023 00601006682589100 00000001000002

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

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

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

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

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

FURTHER AFFIANT SAYETH NOT.

Diana Janura
Diana Janura

SWORN to and subscribed before me

this 18th day of October, 2023

Monica Greene
Printed Name: Monica Greene

Notary Public for South Carolina

My Commission Expires: Jan 4, 2024



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

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

Exhibit A

*AFFIDAVIT OF DIANA JANURA
IN SUPPORT OF ATTACHMENT*

Beaufort County Family Court's No Contact Order

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

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

IN THE FAMILY COURT OF THE
FOURTEENTH JUDICIAL CIRCUIT

CASE NO.: 2016-DR-07-778

**FINAL CONSENT ORDER
ENDING CASE**

Certified - A True Copy
Jen A. Pearson
Clerk of Court
Beaufort County SC

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

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

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

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

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FINDINGS OF FACT

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

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

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

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

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

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

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

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

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

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

2017 AGREEMENT

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

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

B. Father's Visitation:

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

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

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

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

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

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

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

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

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

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

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

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

CONCLUSIONS OF LAW

The Court concludes as follows:

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

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

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

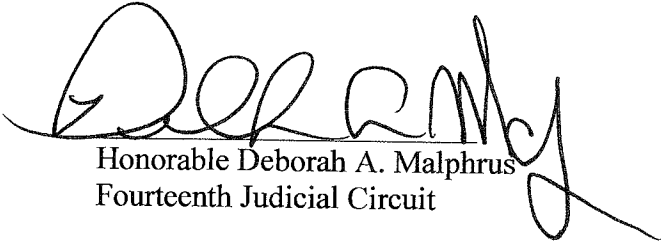
Now, therefore, it is

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

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

AND IT IS SO ORDERED!

Beaufort, South Carolina
This 8 day of September, 2017


Honorable Deborah A. Malphrus
Fourteenth Judicial Circuit

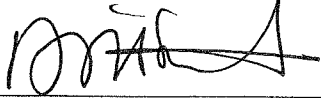
CONSENT SIGNATURES ON NEXT PAGE



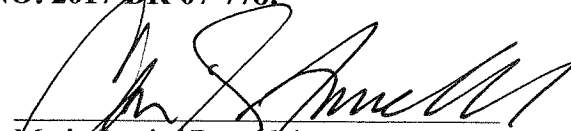




WE SO CONSENT TO THE 2017 AGREEMENT (AS SET FORTH IN PARAGRAPH 11 OF THIS CONSENT ORDER) IN CASE NO: 2017-DR-07-778:



Diana Bright
Plaintiff



Marie-Louise Ramsdale
Casie Suddeth Farrell
ATTORNEYS FOR PLAINTIFF



Craig Bright
Defendant



Kenneth L. Tootle
ATTORNEY FOR DEFENDANT



Courtney Cadien
GUARDIAN AD LITEM

CONTEMPT POWERS OF THE COURT

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

FOR CLERK OF COURT OFFICE USE ONLY

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

Marie-Louise Ramsdale

Casie S. Farrell

Sabrina R. Owen

Samantha F. Hattaway

1476 Ben Sawyer Blvd., Ste. 5

Mt. Pleasant, SC 29464

ATTORNEY(S) FOR THE PLAINTIFF(S)

Kenneth L. Tootle

1015 Prince Street

Beaufort, SC 29902

ATTORNEYS FOR THE DEFENDANT(S)

CLERK OF COURT

Court Reporter: Deeanne Varnadoe

Custodial Parent (if applicable): _____

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

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

Exhibit B

*AFFIDAVIT OF DIANA JANURA
IN SUPPORT OF ATTACHMENT*

Litigation Hold Letter

SOWELL + DURANT

September 3, 2020

VIA PROCESS SERVER

Craig Bright

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

Dear Mr. Bright:

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

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

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

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

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

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

HESS J. DURANT
Member

sowedurant.com
803.722.1100



803-722-1102 (direct)
hdurant@sowedurant.com

1325 Park Street, Suite 100
Columbia, SC 29201

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

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

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

Sowell & DuRant, LLC



Bess J. DuRant

BJD/aak

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

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

Exhibit C

*AFFIDAVIT OF DIANA JANURA
IN SUPPORT OF ATTACHMENT*

Excerpts of Craig Bright deposition

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

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

DIANA BRIGHT,
Plaintiff,

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

CRAIG BRIGHT,
Defendant.

-----/

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

1 APPEARANCES OF COUNSEL:

2 FOR THE PLAINTIFF:

3 (IN-PERSON)

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

10 FOR THE DEFENDANT:

11 VIA VIDEOCONFERENCE

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

19 AND (IN-PERSON)

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

AND (IN-PERSON)

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

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

2 A Yes, ma'am.

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

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

7 Q How long have you owned Bennies?

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

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

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

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

16 A Yes, I am.

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

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

20 Q When did you get divorced?

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

25 Q And thank you for reminding me of a

1 A Not that I'm aware of.

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

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

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

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

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

16 Q What about a green Land Rover?

17 A Range Rover.

18 Q Range Rover. Excuse me.

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

23 Q Is your Bentley blue?

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

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

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

6 A It's gray.

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

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

12 Q Thank you.

13 A Sure.

14 Q Do you own any guns?

15 A I do.

16 Q Okay. How many?

17 A Two.

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

20 A Within the last year.

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

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

1 Do you see that?

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

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

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

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

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

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

24 Q Okay.

25 A -- which would have been around that

1 date --

2 Q Yeah.

3 A -- would it not have been?

4 Q Yes, correct. And you are correct.

5 This was served with the summons and complaint.

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

8 Q Great.

9 Have you read this letter before today?

10 A I don't recall.

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

13 A I just did. Yeah.

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

16 A Yes.

17 Q And what is that purpose?

18 A To not destroy any electronic
19 documents.

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

22 Do you understand that as well?

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

1 Just for me to better understand.

2 Q Sure.

3 A I don't need --

4 Q Sure.

5 A I'm just curious.

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

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

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

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

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

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

25 MS. DuRANT: Ms. Kelly, if you

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

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

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

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

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

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

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

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

3 A It would --

4 MR. NOVAK: Objection.

5 You can answer.

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

18 BY MS. DuRANT:

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

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

24 Q The copies of what?

25 A The ones that Phil sent, so you have

1 records of them.

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

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

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

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

13 Q What about emailing?

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

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

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

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

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

4 Q What kind of boat do you have?

5 A I have a CrisCraft.

6 Q How much does it cost?

7 A I don't recall.

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

9 A That would sound about right, yes.

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

13 A Okay.

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

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

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

19 MS. DuRANT: Great.

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

22 We'll go off the record.

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

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

1 Q Okay. The boat?

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

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

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

7 A I don't think really any.

8 Q Okay.

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

10 Q Okay. Do you have any trusts?

11 Did I just ask you this?

12 A You just asked me that.

13 Q Sorry.

14 A No, I do not.

15 Q Have you received any loans recently?

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

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

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

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

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

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

RECEIVED
Jan 27 2026
SC Court of Appeals

Exhibit D

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

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

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

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

RECEIVED
Jan 27 2026
SC Court of Appeals

Exhibit E

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

Zillow Listing for 24 Widewater Road, Hilton Head

< Back to search



Save Share Hide



\$5,750,000

24 Widewater Rd, Hilton Head Island, SC 29926

4 beds

6 baths

7,492 sqft

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

Single Family Residence

Built in 1999

1.69 Acres lot

Zestimate®

\$767/sqft

HOA

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

What's special

- PRIVATE POOL HOT TUB PRIVATE DEEPWATER DOCK SPACIOUS FRIDGE OUTDOOR KITCHEN

Price history

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

Request a tour
as early as today at 6:30 pm

Contact agent

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

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

RECEIVED
Jan 27 2026
SC Court of Appeals

Exhibit F

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

Craig Bright Text (DBright_001235)

4:39
◀ Mail

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

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

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

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

RECEIVED
Jan 27 2026
SC Court of Appeals

Exhibit G

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

Craig Bright Financial Declaration

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

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

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

Installment Loan Payments Section

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

Other Debts and Obligations not payable in monthly installments

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

Are you currently in Bankruptcy?

Yes No

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

Yes No

If yes, please list the obligations in arrears.

POST-DIVORCE ALL ASSETS/DEBTS ARE NON-MARITAL

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

Any Non Marital Property Known to Parties

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

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

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

Financial Accounts Section¹⁸

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

Voluntary Retirement Accounts and Pensions Section

Type of Account	Value

N/A- POST DIVORCE MATTER

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

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

Real Estate Section

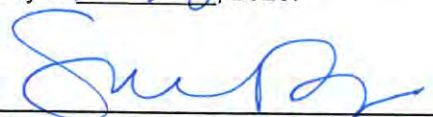
Owner	Address	Value	Mortgage Balance	Mortgage Equity
N/A- POST DIVORCE MATTER				

Other Property

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


SIGNATURE

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


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

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

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

IRS e-file Signature Authorization

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

Submission Identification Number (SID) ▶ 5705912022278lu9gfpq

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

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

Enter whole dollars only on lines 1 through 5.

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

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

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

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

Taxpayer's PIN: check one box only

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

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

Your signature ▶ _____ Date ▶ _____

Spouse's PIN: check one box only

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

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

Spouse's signature ▶ _____ Date ▶ _____

Part III Certification and Authentication—Practitioner PIN Method Only

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

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

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

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

1833

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

SC8453

(Rev. 10/7/21)
3299

dor.sc.gov

Print or type.	First name and middle initial Craig	Last name Bright	Your social security number [REDACTED]
	Spouse's first name, if married filing jointly	Last name	Spouse's social security number
	Mailing address (number and street, PO Box) [REDACTED]		Daytime phone number
	City Hilton Head Island	State SC	ZIP 29926
			Tax Year

Part I Information from your SC1040, Individual Income Tax Return

1. Federal taxable income (line 1 of your SC1040)	1	851,507	00
2. SC tax (line 15 of your SC1040)	2	36,719	00
3. Use Tax (line 26 of your SC1040)	3	0	00
4. Total Tax (add line 2 and line 3)	4	9,500	00
5. SC Income Tax Withheld (add line 16 and line 20 of your SC1040)	5	0	00
6. Refundable credits (add line 21 and line 22 of your SC1040)	6	0	00
7. Refund (line 30 of your SC1040)	7	0	00
8. Balance due (line 34 of your SC1040)	8	11,719	00

Part II Bank information for Refund or Balance Due

9. Routing number (RTN) [REDACTED] **Must be 9 digits. The first two numbers of the RTN must be 01 through 12 or 21 through 32.**

10. Bank account number (BAN) [REDACTED] **1-17 digits**

11. Type of account: Checking Savings

For Balance Due:

12. Payment Withdrawal Date _____ Payment Withdrawal Amount \$ _____

Part III Declaration of taxpayer

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

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

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

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

Your signature _____ Date _____ Spouse's signature (if married filing jointly, BOTH must sign) _____ Date _____

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

I declare that I have received the above taxpayer's return and the information is complete and accurate to the best of my knowledge. I have obtained the taxpayer's signature on this form before submitting the SC1040 to the SCDOR. I have provided the taxpayer with a copy of all forms and information to be filed with the IRS and the SCDOR and have followed all other requirements described in the IRS Pub. 1345 Authorized IRS e-file Providers of Individual Income Tax Returns, and requirements specified by the SCDOR. If I am the preparer, I declare that I have examined the above taxpayer's return and accompanying schedules and statements, and to the best of my knowledge, they are true and complete. This declaration is based on all information of which I have knowledge. I understand I do not mail the SC8453 to the SCDOR. I am required to keep the SC8453 and the supporting documents for three years.

ERO's Use Only	ERO signature	Date	Check if also paid preparer <input checked="" type="checkbox"/>	Check if self-employed <input type="checkbox"/>	PTIN
	Firm name (or yours if self-employed), address, Z P	1/25/2023			P00545141
		John F. Mosca, CPA, P.C.		FEIN 01-0762712	
		1 Mallett Way Suite 103 Bluffton SC		Phone 843-757-1138	

Paid Preparer's Use Only	Preparer signature	Date	Check if self-employed <input type="checkbox"/>	PTIN	
	Firm name (or yours if self-employed), address, Z P			P00545141	
		John F. Mosca, CPA, P.C.		FEIN 01-0762712	
		1 Mallett Way Suite 103 Bluffton SC		Phone 843-757-1138	

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

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

RECEIVED
Jan 27 2026
SC Court of Appeals

Exhibit H

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

Family Court Final Settlement Agreement

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

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

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

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

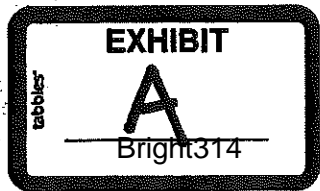
DATE OF HEARING: March 9, 2016
 PRESIDING JUDGE: Judy L. McMahon
 ATTORNEY FOR PLAINTIFF: Casie Suddeth Farrell, Esquire
 for the Ramsdale Law Firm, LLC
 ATTORNEY FOR DEFENDANT: ~~Alex B. Cash, Esquire~~ Rene S. Dukes, Esquire
 COURT REPORTER: Donna Hartley

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

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

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

Certified
[Signature]
 Clerk
 Beaufort Co.



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

FINDINGS OF FACT

The Court finds as follows:

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

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

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

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

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

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

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

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

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

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

This Court herein sets forth its

CONCLUSIONS OF LAW

The Court concludes as follows:

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

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

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

Now, therefore, it is

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

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

IT IS SO ORDERED!

S/ Judge K. McKeehan
Family Court Judge

Beaufort, South Carolina
This 9 day of March 2016


CONTEMPT POWERS OF THE COURT

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

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

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

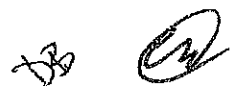
WHEREAS, the parties acknowledge that each is extremely familiar with the financial ability, income, debts, expenses, worth and assets of the other based upon knowledge obtained during the marriage, review of documents and/or discussions between them. The parties specifically acknowledge that they have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

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

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

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



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

ARTICLE 1

SEPARATION

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

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

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

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ARTICLE 2

EQUITABLE DIVISION OF MARITAL PROPERTY

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

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

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

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

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4. NOTES RECEIVABLE:

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

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

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

5. VEHICLES.

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

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

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

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

7. **REAL ESTATE**

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

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

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



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

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

E. **BNC Holdings, LLC.**

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



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

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

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

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

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

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

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

ARTICLE 3

RESPONSIBILITY FOR DEBTS

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

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

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

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

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

E. **TAXES.**

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

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

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

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

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

ARTICLE 4

CUSTODY

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

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

B. Holidays and Summer.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

L. STANDARD RESTRAINTS.

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

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

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

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

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

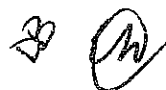
M. **PASSPORTS.** Both parents shall timely cooperate as necessary to ensure that the minor children can obtain and renew passports. Neither party shall withhold the passports from the other party without a court order permitting the withholding. The children's passports, when not in use, shall be kept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

ARTICLE 5

SUPPORT FOR THE CHILDREN

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

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



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

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

ARTICLE 6

PERMANENT WAIVER OF SPOUSAL SUPPORT/ALIMONY

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

DB 

ARTICLE 7

MUTUAL WAIVER OF ESTATES AND CLAIMS

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

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

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

ARTICLE 8

RECONCILIATION AND MATRIMONIAL DECREES

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

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

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

ARTICLE 9

MUTUAL RELEASES

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

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



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

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

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

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

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

ARTICLE 10

ATTORNEYS' FEES, EXPERT'S FEES AND COSTS

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

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

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



ARTICLE 11

DISCLOSURE AND UNDERSTANDING OF THE PARTIES

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

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

ARTICLE 12

FAIRNESS OF AGREEMENT

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

ARTICLE 13

GOVERNING LAW

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

ARTICLE 14

APPROVAL AND
ENFORCEMENT OF AGREEMENT

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

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

ARTICLE 15

GENERAL PROVISIONS

The parties represent and further agree to the following:

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

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



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

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

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

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

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

**PROBATE as to
CRAIG JEREMY BRIGHT**

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

Amy Eschenbrenner
Signature/ Sworn Witness

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

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

Joe D. Funder
Mediator