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Mar 30 2026

SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

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

Case No. 2025-002577

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

v.

Craig Bright,.....Respondent.

**REPLY TO RETURN TO
EMERGENCY MOTION TO STAY**

Diana Janura hereby replies to Respondent’s Return to Appellant’s Emergency Motion to Stay.

I. This Court Has Jurisdiction Over the Matter.

This Court issued its Order on March 23, 2026, in which this Court dismissed without prejudice the appeal because motions for reconsideration before the circuit court have been filed regarding the issues on appeal. Under Rule 221(a), SCACR, this Court retains jurisdiction over the matter for fifteen days for any party to file a petition for rehearing. Alternatively, Rule 260, SCACR, provides that this Court waits fifteen days after an involuntary dismissal to send the matter back to the lower court in case a motion to reinstate the appeal has been filed. Under either

rule, this Court retains jurisdiction for fifteen days, and if a petition for rehearing or a motion to reinstate the appeal has not been filed, then this Court remits the matter to the lower court. Rules 221 & 260(a), SCACR. Fifteen days have not elapsed since March 23, 2026, which was the date of this Court's Order. Appellant is not aware of any issuance of a remittitur, and Appellant filed her Emergency Motion to Stay within the fifteen-day window. This Court has jurisdiction.

II. The Bond Does Not Preclude a Stay from Being Issued.

Respondent argues that this Court should not stay the matter because Appellant has posted an insufficient bond. This issue is irrelevant with respect to whether a stay should be issued. What is relevant is that Respondent already showed that he intends to recover his money by virtue of the letter his attorney sent to Charles Schwab before the remittitur was issued. (Ex. B to Emergency Stay.) The day after this Court's Order was issued, Respondent's counsel asked for "all restrictions associated with the Warrant of Attachment be removed from Mr. Bright's Charles Schwab accounts as soon as possible." (*Id.*) But the problem was the time for a petition for reconsideration or a motion to reinstate had not passed. Thus, this letter greatly concerned Appellant, causing the filing of Emergency Motion to Stay.

III. If No Stay is Issued, Appellant Is Likely to Lose Her Rights Because Any Relief Awarded to Appellant Will Be Gone.

This Court has recently addressed a similar issue in *Blue Bell Holdings, LLC v. Gary Johnson*, 2026-UP-059 (Ct. App. filed Feb. 11, 2026 ("Blue Bell Opinion")), attached hereto as **Exhibit A**). In *Blue Bell*, the appellant received an *ex parte* temporary restraining order, which the circuit court did not convert into a preliminary injunction. The respondent was engaging in similar manners like Respondent in this matter, in an effort to render himself judgment proof. Like this case, this Court dismissed the case pursuant to *Hudson v. Hudson*, 290 S.C. 215, 349 S.E.2d 341 (1986). (Order, Mar. 30, 2023, attached hereto as **Exhibit B**.) The appellant filed a petition

for reconsideration based on the import of the appellate stay because the respondent had a pattern of engaging in schemes to render himself judgment proof, causing appellant great and irreparable harm. This Court granted the petition for rehearing. (Order, May 16, 2023, attached hereto as **Exhibit C.**) As noted in the petition for rehearing,

Respondent is no longer under an appellate stay or court order to prevent him from moving his assets to [off shore locations] to protect him from judgments. Respectfully, Appellant contends the facts underlying this case are the very ones that caused the General Assembly to provide that orders denying motions for an injunction are immediately appealable. *See* S.C. Code Ann. § 14-3-330(4). Without the protection of an injunction (or appellate stay), parties in these types of cases have no avenue to protect themselves as they cannot wait until final judgment to seek relief. The relief will be unavailable, *i.e.*, Respondent's assets will be tied up in [off shore account] or some form of untouchable shelter.

(Pet. at 3.)

The same is true here. An order dissolving a warrant of attachment if an immediately appealable interlocutory order. *Va-Carolina Chem Co. v. Wilkins*, 105 S.C. 291, 89 S.E. 659, 661 (1916); Jean H. Toal, Amelia W. Walker, Margaret Baker, *Appellate Practice in South Carolina*, 166 (S.C. Bar, 3d ed. 2016). Appellant will have no relief because Respondent will (and has already announced) that he wants to put all of his money in LLCs so that he is judgment proof. (Email from Craig Bright to John Boretti, dated Nov. 28, 2023, attached as **Exhibit D.**) Moreover, he stated he wants to liquidate. (Tr. of Jailhouse Call on May 7, 2023, attached hereto as **Exhibit E.**)

In *Blue Bell*, this Court remanded the case solely for the purpose of having the circuit court rule on the motions for reconsideration. After the circuit court denied the motions for reconsideration, this Court overruled the circuit court, providing the circuit court should have converted the *ex parte* TRO into a preliminary injunction based on the following:

[A] plaintiff should not be forced to await a hollow judgment if the defendant is engaged in behavior designed to thwart the pursuit of a lawful claim for damages. Thus, pursuing a claim for monetary damages does not preclude a litigant from seeking an asset freezing injunction where there is a compelling reason to believe the defendant is seeking to undermine the judicial process by dissipating or concealing assets.

(Blue Bell Op. at 3.) Respondent has made it clear to his mother and his banker that he wants to hide assets and liquidate to render himself judgment proof (as discussed below).

These are not just mere comments by Respondent. Respondent is a habitual offender of court rules and court orders. For example, when Judge Newman was explaining the importance of Respondent (not Respondent's counsel) to verify answers to interrogatories, Judge Newman stated to Respondent's counsel, "***I have no doubt that Mr. Bright has accounts that you know nothing about, which is the point.*** That - - so you can make a list all day long with what he tells you. And I don't know your relationship with him. I mean, I'm obviously making assumptions. But that's the point [of having the litigant, not his counsel, verify discovery]." (Hr'g Tr. 59:20-25, Feb. 19, 2025, attached as **Exhibit F** (emphasis added); *see also* Am. Order, October 17, 2024, attached as **Exhibit G**.)

Appellant was caught red-handed trying to move his assets out of South Carolina. (Pl.'s *Ex Parte* Mot. for Attachment and supporting affidavit, attached hereto as **Exhibit H**.) In a jail-house call with his mother, Respondent told her that he was going to leave the State of South Carolina and "try to liquidate[.]" (Ex. E.) As a result of the evidence presented to Judge Newman, she issued the Warrant of Attachment at issue. Then, Appellant discovered an email from Respondent to John Boretti, his banker, stating as follows:

Just got a 96k bill for my litigation fees last month as still trying to get my kids back and get time for the five million dollar suit. ***If I file bankruptcy to protect my personal assets what would happen.*** I'm thinking of paying off all my Bright [H]oldings loans and taking equity out ***as I don't believe they can touch assets in my LLC like***

Bennie's so will pay that off with personal cash ***to park money in another LLC*** which means I would want to borrow more against ***Bennie's***. As much as the bank will allow me to borrow more and ***pay it off to get money out of my name***. Same with the raw land. ***I will contact a bankruptcy attorney but need to move money out of my personal name by spring***.

(Exhibit D (emphasis added).) Of import is that Respondent did not produce this requested email; it was only discovered by the production of emails by John Boretti pursuant to a subpoena.

CONCLUSION

This Court has jurisdiction over this matter. Any commentary regarding the bond does not allow this Court to gut the Warrant of Attachment, as amended. Finally, the relief afforded by the Warrant and the appellate stay is critical. Respondent has stated that he will render himself judgment proof, and he has shown that he has no respect for the court system and its rules.

Appellant asks this Court to stay the effect of the Court's remand to Judge Newman. Additionally, Appellant asks this Court to issue a limited remand solely for the purpose of Judge Newman to rule on the motions for reconsideration before her. If the appellate stay is lifted, Appellant has no way to protect herself from Respondent's announced attempts to render himself judgment proof.

SOWELL & DuRANT, LLC

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

Attorneys for Appellant Diana Janura

Columbia, South Carolina
March 30, 2026

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APPEAL FROM BEAUFORT COUNTY

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The Honorable Jocelyn Newman, Circuit Court Judge

Case No. 2025-002577

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

v.

Craig Bright,.....Respondent.

Exhibit A

REPLY TO RETURN TO EMERGENCY MOTION TO STAY

**Ct. App. Opinion filed Feb. 11, 2026 in Blue Bell
Holdings, LLC v. Gary Johnson, 2026-UP-059**

**THIS OPINION HAS NO PRECEDENTIAL VALUE. IT SHOULD NOT BE
CITED OR RELIED ON AS PRECEDENT IN ANY PROCEEDING
EXCEPT AS PROVIDED BY RULE 268(d)(2), SCACR.**

**THE STATE OF SOUTH CAROLINA
In The Court of Appeals**

Blue Bell Holdings, LLC, Appellant,

v.

Gary C. Johnson, Stephen D. Halpern, Holly A. Angel,
Holly Ann, LLC, Belmont Properties, LLC, Shoreline
Funding, LLC and Orange Capital, LLC (Nevis),
Respondents.

Appellate Case No. 2023-000411

Appeal From Beaufort County
Marvin H. Dukes, III, Circuit Court Judge

Unpublished Opinion No. 2026-UP-059
Submitted November 3, 2025 – Filed February 11, 2026

REVERSED AND REMANDED

James Ashley Twombly and Thomas Blasé Iandoli, both
of Twenge & Twombly, LLC, of Beaufort; and
Thornwell F. Sowell, III and Bess Jones Durant, both of
Sowell & DuRant, LLC, of Columbia, all for Appellant.

Gary C. Johnson, pro se.¹

¹ The other respondents listed above have not participated in this appeal.

PER CURIAM: This appeal poses a question of law: whether a plaintiff suing a defendant for money damages is barred from seeking an injunction freezing the defendant's assets while the case is pending. A plaintiff may not ordinarily restrain a defendant's assets in this way, but many jurisdictions recognize the commonsense reality that when there is good reason to believe there will be no assets available to satisfy a future judgement because the defendant is dissipating or concealing assets, there is no adequate remedy at law and a preliminary injunction is appropriate. We agree with this reasoning, and we accordingly reverse the order dissolving a temporary restraining order and declining to issue a preliminary injunction. This case is remanded for evaluation under this legal framework. The circuit court is, of course, free to conduct a new hearing if it believes one will be helpful, consider the existing record, and consider any subsequent developments it deems relevant to its decision.

A claim for an injunction sounds in equity. *Grosshuesch v. Cramer*, 367 S.C. 1, 4, 623 S.E.2d 833, 834 (2005). To secure an injunction, the requesting party must demonstrate that irreparable harm will occur without the injunction, a likelihood of success on the merits, and the lack of an adequate remedy at law. *Id.*

Many jurisdictions recognize that a claim for damages, which is a remedy at law, can be inadequate in practice even though it is available on paper. The Fourth Circuit, applying Maryland law, recognized:

[W]hen [a] plaintiff creditor asserts a cognizable claim to specific assets of the defendant or seeks a remedy involving those assets, a court may in the interim invoke equity to preserve the *status quo* pending judgment where the legal remedy might prove inadequate and the preliminary relief furthers the court's ability to grant the final relief requested.

United States ex rel. Rahman v. Oncology Assocs., 198 F.3d 489, 496 (4th Cir. 1999). The Third Circuit, interpreting a federal statute giving the court the power to award equitable relief, similarly explained the district court's refusal to grant an injunction failed to recognize that a defendant dissipating assets "can render money damages inadequate, thereby necessitating equitable relief, especially when the dissipation will clearly result in the debtor's inability ultimately to make payment." *Tanimura & Antle, Inc. v. Packed Fresh Produce, Inc.*, 222 F.3d 132, 139 (3d Cir. 2000).

The First Circuit reached the same conclusion applying Massachusetts law. *Pineda v. Skinner Servs., Inc.*, 22 F.4th 47, 56 (1st Cir. 2021) (stating that although the "possibility that a defendant may not have assets" when a judgment is entered will not automatically show irreparable injury, it is different when "there is a strong indication that the defendant may dissipate or conceal assets" (quoting *Micro Signal Rsch., Inc. v. Otus*, 417 F.3d 28, 31 (1st Cir. 2005))). And, in a case nearly identical to this one, the Texas Court of Appeals affirmed an asset freezing injunction, recognizing the pursuit of monetary damages was an inadequate remedy when the defendant used allegedly fraudulent real estate transactions to insulate itself from a future judgment. *See Kalkan v. Salamanca*, 672 S.W.3d 725, 731 (Tex. Ct. App. 2023). There, the plaintiff established "if the assets were not frozen, there [was] a likelihood that there would not be enough money available to cover any potential damage awards arising from the underlying actions." *Id.* (agreeing with the trial court's finding that "without the temporary injunction, [the defendants] would continue their practice of transferring assets[,] essentially rendering [themselves] judgment-proof").

These decisions trace a clear and widely recognized principle: a plaintiff should not be forced to await a hollow judgment if the defendant is engaged in behavior designed to thwart the pursuit of a lawful claim for damages. Thus, pursuing a claim for monetary damages does not preclude a litigant from seeking an asset freezing injunction when there is a compelling reason to believe the defendant is seeking to undermine the judicial process by dissipating or concealing assets.

This principle is fully consistent with our precedent. In *Grosshuesch*, our supreme court reversed the denial of a preliminary injunction because the case "involve[d] the quintessential hallmark of an injunction: preservation of the property at issue until the matter has been adjudicated." 367 S.C. at 5–6, 623 S.E.2d at 835. This purpose is plainly served when an injunction is granted to prevent a litigant from concealing assets to avoid a future judgment. *See id.* (finding an injunction was appropriate when the defendants transferred \$1.4 million to an unknown location); *see also Welch v. Advance Auto Parts, Inc.*, 445 S.C. 640, 659, 916 S.E.2d 320, 330 (2025) (recognizing drastic equitable remedies are warranted "where a defendant's conduct demonstrates it is fraudulently concealing or disposing of assets that may be responsive to a later judgment"); *Columbia Broad. Sys., Inc. v. Custom Recording Co.*, 258 S.C. 465, 471, 189 S.E.2d 305, 308 (1972) (finding an injunction is appropriate when the relief requested "consists in restraining the commission or continuance of some act the commission or continuance of which, during the litigation would produce injury to the plaintiff" (citation omitted)); *Seabrook v. Carolina Power & Light Co.*, 159 S.C. 1, 4, 156 S.E. 1, 3 (1930) ("For if in this case

the injunction should be dissolved, there would be nothing to prevent the issue of bonds before the case could be heard on its merits, and if the bonds passed into the hands of innocent holders without notice, as they might and probably would do, then the controversy would become absolutely useless."). *Scratch Golf*, a leading case for denying an injunction, is distinguishable because of the lack of evidence that the defendant in that case was attempting to thwart the plaintiff's ability to collect a judgment. *See Scratch Golf Co. v. Dunes W. Residential Golf Props., Inc.*, 361 S.C. 117, 603 S.E.2d 905 (2004) (declining to issue an injunction because the remedy of attachment was available).

Respondent Johnson seems to admit that Blue Bell's lawsuit prompted him to transfer his assets to other entities with the understanding that those transfers could insulate him from future judgments. He claims these transfers were for legitimate business purposes. Blue Bell disputes this. We express no view on the merits of the requested injunctive relief, but we respectfully disagree with the reasoning in the circuit court's order finding Blue Bell's claim for monetary damages precluded it from pursuing an asset freezing injunction.

REVERSED AND REMANDED.²

MCDONALD, HEWITT, and TURNER, JJ., concur.

² We decide this case without oral argument pursuant to Rule 215, SCACR.

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The Honorable Jocelyn Newman, Circuit Court Judge

Case No. 2025-002577

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

v.

Craig Bright,.....Respondent.

Exhibit B

REPLY TO RETURN TO EMERGENCY MOTION TO STAY

**Order filed March 30, 2023 in Blue Bell Holdings,
LLC v. Gary Johnson, 2026-UP-059**

The South Carolina Court of Appeals

Blue Bell Holdings, LLC, Appellant,

v.

Gary C. Johnson, Stephen D. Halpern, Holly A. Angel,
Holly Ann, LLC, Belmont Properties, LLC, Johnson
Halpern Partnership, Shoreline Funding, LLC and
Orange Capital, LLC (Nevis), Respondents.

Appellate Case No. 2023-000411

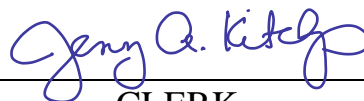
The Honorable Marvin H. Dukes, III
Beaufort County
Trial Court Case No. 2022CP0702454

ORDER

The motion to remand is granted. This matter is dismissed without prejudice pursuant to *Hudson v. Hudson*, 290 S.C. 215, 349 S.E.2d 341 (1986). The remittitur will be sent as provided by Rule 221(b) of the South Carolina Appellate Court Rules.

FOR THE COURT

BY



CLERK

Columbia, South Carolina

FILED
Mar 30 2023

cc:
James Ashley Twombly, Esquire

Elizabeth Janelle Palmer, Esquire
Lee Anne Walters, Esquire
Thornwell F. Sowell, III, Esquire
Bess Jones DuRant, Esquire
Johnson Halpern Partnership
Orange Capital, LLC (Nevis)

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THE STATE OF SOUTH CAROLINA
In the Court of Appeals

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

Case No. 2025-002577

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

v.

Craig Bright,.....Respondent.

Exhibit C

REPLY TO RETURN TO EMERGENCY MOTION TO STAY

**Order filed May 16, 2023 in Blue Bell Holdings,
LLC v. Gary Johnson, 2026-UP-059**

The South Carolina Court of Appeals

Blue Bell Holdings, LLC, Appellant,

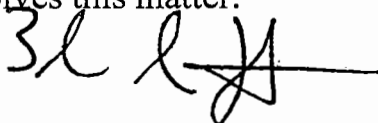
v.

Gary C. Johnson, Stephen D. Halpern, Holly A. Angel,
Holly Ann, LLC, Belmont Properties, LLC, Johnson
Halpern Partnership, Shoreline Funding, LLC and
Orange Capital, LLC (Nevis), Respondents.

Appellate Case No. 2023-000411

ORDER

On March 8, 2023, the circuit court dissolved a temporary restraining order and denied a request to convert a temporary restraining order to an injunction in this case. On March 10, 2023, Appellant filed and served a notice of appeal from the circuit court's order. Appellant then filed a motion for limited remand on March 16, 2023, asking this court to remand the case to the circuit court for the limited purpose of considering a pending motion for reconsideration pursuant to Rule 59(e) of the South Carolina Appellate Court Rules. On March 30, 2023, this Court granted the motion to remand and dismissed the case without prejudice. Subsequently, on April 6, 2023, Appellant filed a petition for rehearing asking this court to reconsider the order of dismissal, issue a limited remand, and retain jurisdiction over the appeal. No return was filed. After careful consideration, we reinstate the appeal, hold the appeal in abeyance, and remand the matter for the limited purpose of consideration of the pending post-trial motion. Appellant's counsel shall provide an update to the clerk of this court no later than fifteen days from the date of this order, with copies to counsel for Respondents, and every thirty days until the circuit court judge resolves this matter.



FOR THE COURT

Columbia, South Carolina

FILED
May 16 2023

cc:

James Ashley Twombly, Esquire

Elizabeth Janelle Palmer, Esquire

Lee Anne Walters, Esquire

Thornwell F. Sowell, III, Esquire

Bess Jones DuRant, Esquire

Johnson Halpern Partnership

Orange Capital, LLC (Nevis)

The Honorable Marvin H. Dukes, III

The Honorable Jerri Ann Roseneau

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THE STATE OF SOUTH CAROLINA
In the Court of Appeals

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

Case No. 2025-002577

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

v.

Craig Bright,.....Respondent.

Exhibit D

***REPLY TO RETURN TO
EMERGENCY MOTION TO STAY***

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

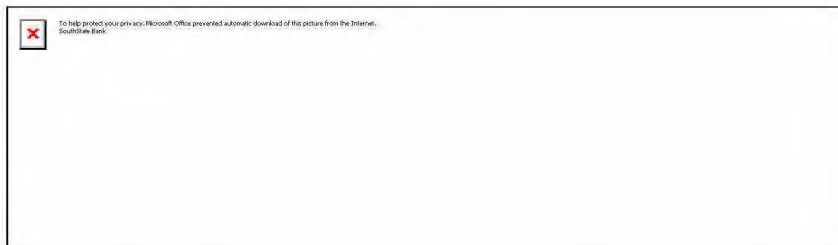
From: Craig Bright <cbright696@gmail.com>
Sent: Tuesday, November 28, 2023 7:07 AM
To: John Boretti
Subject: Fwd: SouthState Transfer Processing Failure

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

Sent from my iPhone

Begin forwarded message:

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



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

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

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

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

Case No. 2025-002577

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

v.

Craig Bright,.....Respondent.

Exhibit E

***REPLY TO RETURN TO
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Transcript of Jailhouse Call on May 7, 2023

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

AUDIO TRANSCRIPTION OF
DBright_001509-
81538714_31690_05-07-2023_12-11-39_1-312-375-2147_2103
AUDIO NUMBER
81538452_31690_05-07-2023_10-10-05_1-843-384-7776_1108
DATE
05/07/2023

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

14 FEMALE:

15 Well, you know --

16 MR. BRIGHT:

17 But first steps.

18 FEMALE:

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

20 MR. BRIGHT:

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

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Exhibit F

***REPLY TO RETURN TO
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Hr’g Tr. 59:20-25, Feb. 19, 2025

STATE OF SOUTH CAROLINA
COURT OF COMMON PLEAS
COUNTY OF BEAUFORT

DOCKET NUMBER
2020-CP-07-01753

DIANA JANURA F/K/A DIANA BRIGHT,)
)
Plaintiff,)
)
vs.)
)
)
CRAIG BRIGHT,)
)
Defendant.)
)

February 19, 2025

MOTIONS HEARING

B E F O R E:

The Honorable Jocelyn Newman, Presiding Judge.

C O U R T:

South Carolina Circuit Court 14

T R A N S C R I B E D B Y:

Barbie Teboe, Transcriber

Legal Eagle
107 LeGrand Blvd.
Greenville, SC 29607
864-467-1373
transcripts@legaleagleinc.com

1 THE COURT: So let me say this -- and I almost feel like
2 I shouldn't have to because we've had hearings on this in the
3 past -- the whole point of the verification is that -- I am
4 not questioning your professional responsibility whatsoever.
5 The fact of the matter is, you can only work with the
6 information that you know, that your client gives you. That's
7 the nature of the relationship, right?

8 And your answer -- you're not a litigant in this case.
9 The purpose of the verification is for the party, the
10 litigant, to attest under oath that this is all there is. I
11 got no more to give you. And you simply cannot do that.
12 That's why the verification is required. That's why
13 Interrogatories need to be -- I call it a verification, but
14 the Rule says, "Under oath," by the party, not by counsel.

15 Of course, you have a Rule 11 responsibility, an ethical
16 responsibility, a professional responsibility, all these
17 responsibilities to do your level best and to not send false
18 or misleading documents, to verify within the scope of your
19 ability to verify certain things. But you're not the party.

20 He -- and, in this case in particular, I have no doubt
21 that Mr. Bright has accounts that you know nothing about,
22 which is the point. That -- so you can make a list all day
23 long with what he tells you. And I don't know your
24 relationship with him. I mean, I'm obviously making
25 assumptions. But that's the point.

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

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Craig Bright,.....Respondent.

Exhibit G

***REPLY TO RETURN TO
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Am. Order, October 17, 2024

STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

Diana Janura f/k/a Diana Bright,

Plaintiff,

v.

Craig Bright,

Defendant.

IN THE COURT OF COMMON PLEAS

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

AMENDED ORDER

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

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

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

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

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

AND IT IS SO ORDERED.



Beaufort Common Pleas

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

Case Number: 2020CP0701753

Type: Order/Other

So Ordered

Jocelyn Newman

RECEIVED
Mar 30 2026
SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

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

Case No. 2025-002577

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

v.

Craig Bright,.....Respondent.

Exhibit H

***REPLY TO RETURN TO
EMERGENCY MOTION TO STAY***

**Pl.'s Ex Parte Mot. for Attachment and
supporting affidavit**

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

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

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

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

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

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

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

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

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

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

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

Respectfully submitted,

SOWELL & DuRANT, LLC

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

and

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

Attorneys for Plaintiff Diana Bright

Columbia, South Carolina
October 24, 2023

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

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

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

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

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

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

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

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

FURTHER AFFIANT SAYETH NOT.

Diana 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


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:

DB





FINDINGS OF FACT

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

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

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

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

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

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

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

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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.

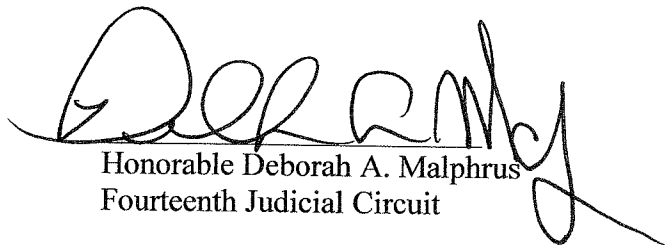
Now, therefore, it is

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

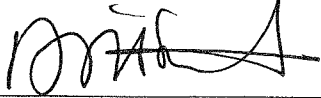
CONSENT SIGNATURES ON NEXT PAGE



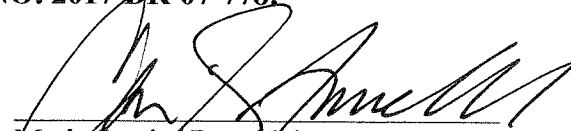




WE SO CONSENT TO THE 2017 AGREEMENT (AS SET FORTH IN PARAGRAPH 11 OF THIS CONSENT ORDER) IN CASE NO: 2017-DR-07-778:



Diana Bright
Plaintiff



Marie-Louise Ramsdale
Casie Suddeth Farrell
ATTORNEYS FOR PLAINTIFF



Craig Bright
Defendant



Kenneth L. Toettle
ATTORNEY FOR DEFENDANT



Courtney Cadien
GUARDIAN AD LITEM

CONTEMPT POWERS OF THE COURT

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

FOR CLERK OF COURT OFFICE USE ONLY

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

Marie-Louise Ramsdale

Casie S. Farrell

Sabrina R. Owen

Samantha F. Hattaway

1476 Ben Sawyer Blvd., Ste. 5

Mt. Pleasant, SC 29464

ATTORNEY(S) FOR THE PLAINTIFF(S)

Kenneth L. Tootle

1015 Prince Street

Beaufort, SC 29902

ATTORNEYS FOR THE DEFENDANT(S)

CLERK OF COURT

Court Reporter: Deeanne Varnadoe

Custodial Parent (if applicable): _____

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

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

Exhibit B

*AFFIDAVIT OF DIANA JANURA
IN SUPPORT OF ATTACHMENT*

Litigation Hold Letter

SOWELL + DURANT

September 3, 2020

VIA PROCESS SERVER

Craig Bright

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

Dear Mr. Bright:

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

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

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

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

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

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

BESS J. DURANT
Member
sowelldurant.com
803.722.1100



803-722-1102 (direct)
bdurant@sowelldurant.com
1325 Park Street, Suite 100
Columbia, SC 29201

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

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

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

Sowell & DuRant, LLC



Bess J. DuRant

BJD/aak

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

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

Exhibit C

*AFFIDAVIT OF DIANA JANURA
IN SUPPORT OF ATTACHMENT*

Excerpts of Craig Bright deposition

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

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

DIANA BRIGHT,
Plaintiff,

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

CRAIG BRIGHT,
Defendant.

-----/

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

1 APPEARANCES OF COUNSEL:

2 FOR THE PLAINTIFF:

3 (IN-PERSON)

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

10 FOR THE DEFENDANT:

11 VIA VIDEOCONFERENCE

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

19 AND (IN-PERSON)

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

AND (IN-PERSON)

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

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

2 A Yes, ma'am.

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

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

7 Q How long have you owned Bennies?

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

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

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

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

16 A Yes, I am.

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

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

20 Q When did you get divorced?

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

25 Q And thank you for reminding me of a

1 A Not that I'm aware of.

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

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

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

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

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

16 Q What about a green Land Rover?

17 A Range Rover.

18 Q Range Rover. Excuse me.

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

23 Q Is your Bentley blue?

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

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

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

6 A It's gray.

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

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

12 Q Thank you.

13 A Sure.

14 Q Do you own any guns?

15 A I do.

16 Q Okay. How many?

17 A Two.

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

20 A Within the last year.

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

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

1 Do you see that?

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

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

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

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

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

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

24 Q Okay.

25 A -- which would have been around that

1 date --

2 Q Yeah.

3 A -- would it not have been?

4 Q Yes, correct. And you are correct.

5 This was served with the summons and complaint.

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

8 Q Great.

9 Have you read this letter before today?

10 A I don't recall.

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

13 A I just did. Yeah.

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

16 A Yes.

17 Q And what is that purpose?

18 A To not destroy any electronic
19 documents.

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

22 Do you understand that as well?

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

1 Just for me to better understand.

2 Q Sure.

3 A I don't need --

4 Q Sure.

5 A I'm just curious.

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

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

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

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

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

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

25 MS. DuRANT: Ms. Kelly, if you

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

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

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

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

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

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

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

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

3 A It would --

4 MR. NOVAK: Objection.

5 You can answer.

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

18 BY MS. DuRANT:

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

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

24 Q The copies of what?

25 A The ones that Phil sent, so you have

1 records of them.

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

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

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

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

13 Q What about emailing?

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

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

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

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

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

4 Q What kind of boat do you have?

5 A I have a CrisCraft.

6 Q How much does it cost?

7 A I don't recall.

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

9 A That would sound about right, yes.

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

13 A Okay.

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

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

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

19 MS. DuRANT: Great.

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

22 We'll go off the record.

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

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

1 Q Okay. The boat?

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

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

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

7 A I don't think really any.

8 Q Okay.

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

10 Q Okay. Do you have any trusts?

11 Did I just ask you this?

12 A You just asked me that.

13 Q Sorry.

14 A No, I do not.

15 Q Have you received any loans recently?

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

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

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

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

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

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

Exhibit D

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

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

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

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

Exhibit E

*AFFIDAVIT OF DIANA JANURA
IN SUPPORT OF ATTACHMENT*

Zillow Listing for 24 Widewater Road, Hilton Head

Back to search



Save Share Hide



\$5,750,000

24 Widewater Rd, Hilton Head Island, SC 29926

4 beds 6 baths 7,492 sqft

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

Single Family Residence

Built in 1999

1.69 Acres lot

Zestimate®

\$767/sqft

\$-- HOA

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

What's special

PRIVATE POOL HOT TUB PRIVATE DEEPWATER DOCK SPACIOUS FRIDGE OUTDOOR KITCHEN

Back to search



Save Share Hide

Overview Facts & features Market value Cost calculator Neighborhood

Price history

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

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

Contact agent

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

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

Exhibit F

*AFFIDAVIT OF DIANA JANURA
IN SUPPORT OF ATTACHMENT*

Craig Bright Text (DBright_001235)

4:39
Hey, just take a 100k and put thi...
assets. They won't rule for you which is why I want to go to trial and you guys don't. Give them 40k and take 60k and be thankful. I want you to stop carrying the hate that is consuming you. I have nothing against you. If you heard Peters deposition it only favored me and that's all you have. He doesn't feel threatened by me and our interactions were civil. He said in the deposition that he jumped just three feet over a rail to get to the dog so it wasn't a big deal. My team filmed where you were sitting and he is going to look silly when they show it. He thinks I went to park Cort to follow you and I showed you I made the reservations five months in advance and you literally brought it up in another suit after that. Let's stop this. My home is on the market for 6 million and expect an offer today. I paid two and moose will testify that I didn't even know you had land here which I didn't. Tax records show you made a nice profit. All of this is public and going to come out in court. Save yourself and me the emotional part of a trial. You know how bad it looks for you. I just want my ~~children in my life~~ and I'm

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

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

Exhibit G

*AFFIDAVIT OF DIANA JANURA
IN SUPPORT OF ATTACHMENT*

Craig Bright Financial Declaration

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

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

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

Installment Loan Payments Section

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

Other Debts and Obligations *not* payable in monthly installments

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

Are you currently in Bankruptcy?

Yes No

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

Yes No

If yes, please list the obligations in arrears.

POST-DIVORCE ALL ASSETS/DEBTS ARE NON-MARITAL

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

Any Non Marital Property Known to Parties

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

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

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

Financial Accounts Section¹⁸

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

Voluntary Retirement Accounts and Pensions Section

Type of Account	Value

N/A- POST DIVORCE MATTER

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

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

Real Estate Section


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

Other Property

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


SIGNATURE

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


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

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

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

IRS e-file Signature Authorization

Department of the Treasury
Internal Revenue Service

- ▶ 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)
_____)

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**

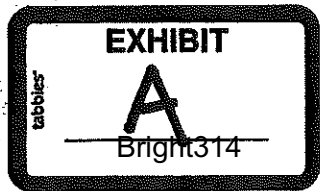
DATE OF HEARING: March 9, 2016
 PRESIDING JUDGE: Judy L. McMahon
 ATTORNEY FOR PLAINTIFF: Casie Suddeth Farrell, Esquire
 for the Ramsdale Law Firm, LLC
 ATTORNEY FOR DEFENDANT: ~~Alex B. Cash, Esquire~~ Rene S. Dukes, Esquire
 COURT REPORTER: Donna Hartley

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

Continued
[Handwritten signatures]



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

FINDINGS OF FACT

The Court finds as follows:

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

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

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

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

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

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

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

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

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

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

This Court herein sets forth its

CONCLUSIONS OF LAW

The Court concludes as follows:

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

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

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

Now, therefore, it is

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

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

IT IS SO ORDERED!

S/ Judge K. McMahon
Family Court Judge

Beaufort, South Carolina
This 9 day of March 2016


CONTEMPT POWERS OF THE COURT

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

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

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

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

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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.

DB 

ARTICLE 2

EQUITABLE DIVISION OF MARITAL PROPERTY

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

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

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

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

DB


4. NOTES RECEIVABLE:

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

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

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

5. VEHICLES.

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

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

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

DB DR

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

7. **REAL ESTATE**

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

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

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



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

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

E. **BNC Holdings, LLC.**

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

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

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

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

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

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

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

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

ARTICLE 3

RESPONSIBILITY FOR DEBTS

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

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

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

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

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

E. **TAXES.**

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

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

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

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

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

ARTICLE 4

CUSTODY

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

2. **PARENTING PLAN.** The children shall primarily reside with their Mother; however, the Father shall have the children as set forth in the parenting plan herein at the following times:

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

B. Holidays and Summer.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

L. STANDARD RESTRAINTS.

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

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

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

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

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

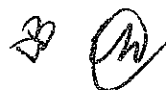
M. **PASSPORTS.** Both parents shall timely cooperate as necessary to ensure that the minor children can obtain and renew passports. Neither party shall withhold the passports from the other party without a court order permitting the withholding. The children's passports, when not in use, shall be kept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

ARTICLE 5

SUPPORT FOR THE CHILDREN

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

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



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

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

ARTICLE 6

PERMANENT WAIVER OF SPOUSAL SUPPORT/ALIMONY

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

ARTICLE 7

MUTUAL WAIVER OF ESTATES AND CLAIMS

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

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

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

ARTICLE 8

RECONCILIATION AND MATRIMONIAL DECREES

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

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

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

ARTICLE 9

MUTUAL RELEASES

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

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



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

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

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

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

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

ARTICLE 10

ATTORNEYS' FEES, EXPERT'S FEES AND COSTS

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

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

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

DB


ARTICLE 11

DISCLOSURE AND UNDERSTANDING OF THE PARTIES

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

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

ARTICLE 12

FAIRNESS OF AGREEMENT

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

ARTICLE 13

GOVERNING LAW

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

ARTICLE 14

APPROVAL AND
ENFORCEMENT OF AGREEMENT

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

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

ARTICLE 15

GENERAL PROVISIONS

The parties represent and further agree to the following:

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

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



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

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

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

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

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

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

Joe D. Funder
Mediator

RECEIVED

Mar 30 2026

SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

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

Case No. 2025-002577

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

v.

Craig Bright,.....Respondent.

PROOF OF SERVICE

I certify that on March 30, 2026, I have caused the service of the Reply to Return to Emergency Motion to Stay via electronic mail using the email address listed in the Attorney Information System for his attorneys of record at the addresses listed below:

M. Dawes Cooke, Jr. (mdc@barnwell-whaley.com)
Justin Novak (jnovak@barnwell-whaley.com)
Jessica W. Stratta (jstratta@barnwell-whaley.com)
BARNWELL WHALEY PATTERSON & HELMS, LLC

SOWELL & DuRANT, LLC

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

bsowell@sowelldurant.com
bdurant@sowelldurant.com

Columbia, South Carolina
March 30, 2026

Attorneys for Appellant Diana Janura

Mar 30 2026

Amy Kelly

SC Court of Appeals

From: Amy Kelly
Sent: Monday, March 30, 2026 3:39 PM
To: 'mdc@barnwell-whaley.com'; 'jnovak@barnwell-whaley.com'; 'jstratta@barnwell-whaley.com'; 'kjessee@barnwell-whaley.com'; 'jscott@barnwell-whaley.com'; 'abaglivo@barnwell-whaley.com'
Cc: Bess DuRant; Biff Sowell
Subject: Reply to Return to Emergency Motion to Stay- Diana Janura v. Craig Bright, 2025-002577
Attachments: Reply to Return to Emergency Motion to Stay.pdf; Ex A.pdf; Ex B.pdf; Ex C.pdf; Ex D.pdf; Ex E.pdf; Ex F.pdf; Ex G.pdf; Ex H.pdf; Proof of Service- Reply to Return to Emergency Motion to Stay.pdf

Enclosed and served upon you by email is the Reply to Return to Emergency Motion to Stay, Exhibits A through H and a Proof of Service in the above matter. Service is made via email pursuant to the Supreme Court Order 2021-08-25-02 as amended May 6, 2022.

Thanks
Amy A. Kelly

Amy A. Kelly
Director of Administration/Paralegal, SOWELL + DuRANT

1325 Park Street, Suite 100
Columbia, SC 29201

803.722.1100 | sowelldurant.com

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