

STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

Debra Hoffman, Trustee of The Hoffman
Family Trust,

Plaintiff,

v.

Graham Barugh; Weeks & Irvine, LLC;
and Does 1 to 50,

Defendants.

IN THE COURT OF COMMON PLEAS
FOR THE FOURTEENTH JUDICIAL CIRCUIT

Civil Action No. 2021CP0701828

ORDER AWARDING ATTORNEY'S FEES

RECEIVED

May 15 2026

SC Court of Appeals

This matter came before the Court by way of Motion for Award of Attorney's Fees and Costs, which was filed by Defendant Graham Barugh on November 8, 2024. A hearing was held on December 8, 2025. Plaintiff was represented by Bruce Hoffman, Esquire; and Defendants were represented by Evan Carter, Esquire, and Hal Cobb, Esquire.

For the reasons set forth below, Defendant's motion is GRANTED.

BACKGROUND

On October 11, 2021, Plaintiff filed her Summons and Complaint in which she alleged causes of action against Defendant Barugh for fraud and breach of contract in relation to a real estate transaction that was never completed. A non-jury trial was held on April 10, 2023.

Defense counsel filed an Affidavit of Attorney's Fees and Costs on July 12, 2023. The next day, Plaintiff filed an objection. The Court's Order memorializing its findings from the trial was entered on August 8, 2023. Defendant prevailed on all of Plaintiff's claims, and the Court found that, "Per Section 23 of the Contract, Plaintiff shall be responsible for all costs and reasonable attorney fees."

Plaintiff then filed a motion requesting a new trial. On July 11, 2024, the Court issued its “Order Denying Plaintiff’s Motion for a New Trial.” In that Order, the Court reaffirmed the award of attorney’s fees and costs, stating, “As ordered Plaintiff shall be responsible for all costs and reasonable attorney fees per Section 23 of the Contract.” Pursuant to that Order, “Plaintiff’s objection to Defendant’s Affidavit of Attorney’s Fees shall be heard in connection with Defendant’s request for a determination of the amount of attorney’s fees and costs” at a later date.

On November 8, 2024, Defendant filed the instant motion, to which Plaintiff again objected.

FINDINGS OF FACT AND CONCLUSIONS OF LAW

The law in South Carolina is well settled with respect to establishing an appropriate award of attorney’s fees.

There are six factors to consider in determining an award of attorney's fees: 1) nature, extent, and difficulty of the legal services rendered; 2) time and labor devoted to the case; 3) professional standing of counsel; 4) contingency of compensation; 5) fee customarily charged in the locality for similar services; and 6) beneficial results obtained.

Blumberg v. Nealco, Inc., 310 S.C. 492, 494, 427 S.E.2d 659, 660 (1993) (citing *Collins v. Collins*, 239 S.C. 170, 122 S.E.2d 1 (1961)). “When there is a contract, the award of attorney's fees is left to the discretion of the trial judge and will not be disturbed unless an abuse of discretion is shown.” *Id.* (citing *Baron Data Sys., Inc. v. Loter*, 297 S.C. 382, 377 S.E.2d 296 (1989)). The Court need only find any competent evidence to support the award. *Id.*

I. The Award is Timely

Plaintiff argues that Defendant’s request for attorney’s fees and costs should be denied because it was “filed way too late.” According to Plaintiff, Defendant’s request for attorney’s fees was rendered moot on April 10, 2023, and Defendant waived his right to costs by not filing

this motion within the ten-day timeframe provided by Rule 59 of the South Carolina Rules of Civil Procedure. The Court disagrees.

Defendant's entitlement to attorney's fees and costs arises from the contract which was in question during the litigation. This issue was raised in Defendant's Answer to the Complaint, during the trial on April 10, 2023, by affidavit filed on July 12, 2023, and repeatedly thereafter. In fact, there is no stage of this litigation in which Defendant abandoned or otherwise waived this request. In addition, it is the ruling of the trial judge that Defendant is, in fact, entitled to an award of fees and costs with no mention of the need to file additional motions or affidavits. Finally, the instant motion was filed just months after the trial court's final Order in this case, which the Court finds perfectly appropriate.

II. The Award Requested is Not Excessive.

Plaintiff also argues that the \$50,848.01 requested by Defendant is "wildly excessive" because the central issue in this case is an earnest money deposit of \$8,580. Plaintiff contends that Defendant's request is "some huge number pulled out of thin air bearing no reasonable relation to the relatively small [] amount at issue in the case." The Court disagrees.

Defendant has been litigating the issues in this case since October 15, 2021, the date of service of the pleadings on him. Throughout that time, many filings have been made in this case. Most of these filings were made by Plaintiff, including:

- Plaintiff's Motion for Summary Judgment;
- Affidavit of Default as to Defendants Weeks and Irvine;
- Plaintiff's Affidavit in Support of Motion for Summary Judgment;
- Motion to Compel Further Discovery Responses;
- Amended Motion to Compel Further Discovery Responses;

- Motion for Reconsideration/Clarification of Order Denying Plaintiff's Motion for Summary Judgment;
- Opposition to Defendant's Motion for Reconsideration of Order Granting Plaintiff's Motion for Summary Judgment;
- Plaintiff's Affidavit in Support of Plaintiff's Opposition to Defendant's Motion for Reconsideration of Order Granting Plaintiff's Motion for Summary Judgment;
- Supplement to Plaintiff's Opposition to Defendant's Motion for Reconsideration of Order Granting Plaintiff's Motion for Summary Judgment;
- Objection to Sur Reply;
- Transcript of Record;
- Plaintiff's Objections to Defendant's 1/4/23 Proposed Order;
- Motion to Compel Deposition and for Sanction;
- Motion to Amend Complaint to Add Cause of Action for Negligent Misrepresentation;
- Motion for Objection to Affidavit of Fees and Costs; and
- Supplement to Motion to Amend Complaint.

Each of those filings required defense counsel to review them (at minimum) or reply to them. Defendant, on the other hand, filed only three motions – a motion to compel, a motion for reconsideration, and a motion for attorney's fees and costs. Simply put, the volume of work done by defense counsel on this case was largely caused by Plaintiff. Therefore, it is inappropriate for Plaintiff to now claim that the fees and costs claimed by Defendant represent "horrendous overbilling" or that it is "not credible."

Rather, the Court finds that defense counsel exerted appropriate time and labor to this case in light of the volume and extent of filings throughout the course of litigation. While Plaintiff criticizes the experience of two of Defendant's attorneys – Thomas Krahe, Esquire, who was admitted to the South Carolina Bar in 2021, and Evan Carter, Esquire, who was admitted in 2022 – the Court draws no conclusion from this except that each of them took and passed the bar just as did Plaintiff's counsel. There has been no dispute about the professional standing or legal acumen of defense counsel.

The Court further finds that the manner of billing (i.e., charging the client hourly) is commonplace in civil defense litigation, as is charging one's client for time and expenses incurred in traveling to and from courthouses, deposition sites, and incident locations. Additionally, counsel's hourly rate is conservative, not excessive, and is commensurate with the rates charged by attorneys state-wide.

Finally, it is clear that defense counsel's efforts were not in vain, as Defendant has ultimately prevailed on all of Plaintiff's claims. As to this issue, it appears that Plaintiff's primary complaint is that "Defendant forced the trial and hearing on this motion by refusing to engage in any settlement negotiations and should suffer the detriment for that..." This is simply not the way our judicial system works. An award of attorney's fees and costs in this instance is not punitive; it's contractual. In fact, the very contract upon which Plaintiff initiated this lawsuit is the one that provides for this award. In addition, the benefit of hindsight makes it clear why Defendant offered no settlement: Defendant bore no liability.

CONCLUSION

IT IS, THEREFORE, ORDERED that Plaintiff shall pay Defendant's \$49,103.77 in attorney's fees plus an additional \$1,744.24 in costs.

IT IS FURTHER that these amounts shall be tendered to Defendant's counsel within 90 days.

AND IT IS SO ORDERED.

March 19, 2026
Columbia, South Carolina.

Jocelyn Newman
CIRCUIT COURT JUDGE



Beaufort Common Pleas

Case Caption: Debra S Hoffman , plaintiff, et al VS Graham Barugh , defendant, et al

Case Number: 2021CP0701828

Type: Order/Attorney Fees

So Ordered

Jocelyn Newman