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Jul 23 2026

SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM BEAUFORT COUNTY
Court of Common Pleas

Jocelyn Newman, Circuit Court Judge

Case No. 2026-001160

Debra Hoffman, Trustee of the Hoffman Family Trust, Appellant

v.

Graham Barugh; Weeks & Irvine, LLC; and Does 1 to 50, Defendants, of which Graham Barugh is the Respondent.

Motion to Stay Appellate Proceedings
and for Remand to Circuit Court for
Rule 60 Motion to Vacate Judgment

TO ALL INTERESTED PARTIES:

COMES NOW the Appellant, Debra Hoffman, Trustee, who respectfully moves this Court for an Order staying this appeal, for a limited remand to the Circuit Court to allow a Rule 60 Motion to Vacate Judgment to be filed and heard, which if granted, as it should be based on a plain and inexplicable error in the Circuit Court, would make this appeal unnecessary.

BACKGROUND

This case began as a dispute over \$8,580 in earnest money from a 2021 failed real estate closing, Appellant/Seller contending Respondent/Buyer Barugh had breached the sales contract. Upon finding after trial for Respondent/Buyer in 2023, Judge Dickson ruled, in clear error, that Respondent was entitled to his

attorney fees and costs incurred in the litigation under Paragraph 23 of the sales contract (see attached pages from 8/8/23 and 7/11/24 Orders). However, Paragraph 23 of the sales contract states, in pertinent part, that Respondent would be entitled to his attorney fees and costs ONLY if Seller defaulted (see attached Paragraph 23).

Judge Newman then adopted Judge Dickson 's finding that Appellant/Seller offering Respondent/Buyer a credit in response to Respondent's repair request, was a default under the real estate sales contract, rather than the typical, extremely common negotiation that routinely occurs before almost every real estate sale. This was a blatant legal error, a clear, obvious, and significant mistake in the application or interpretation of the law, that has to summarily corrected now, since Judge Newman didn't correct it, before this appeal proceeds.

This is especially as upon Respondent rejecting the credit offer, Appellant timely made the requested repairs, and provided Respondent with a clean CL-100 to prove same. So even if you could somehow construe Appellant first offering a credit as a default, it was cured before the scheduled closing date, and Paragraph 23 entitled Respondent to fees and costs NEVER should have even come up, let alone be held to apply.

Putting aside that Seller did not default under Paragraph 23, Respondent had never contended during the litigation or at trial that Seller had defaulted (the issue at trial was if Buyer had defaulted, not Seller), so this completely unprompted finding by Judge Dickson, endorsed by Judge Newman, on an issue that was NEVER raised by Respondent, and thus not addressed by Appellant in the pleadings or at trial, but which Judge Newman accepted without questioning it, was not only a misstatement of the law on an issue that had not even been presented to Judge Dickson, but also obviously denied Appellant due process, her right to be heard and argue the issue. This denial of due process requires the Judgment to be vacated now under Rule 60, which necessitates the stay and remand Appellant hereby requests.

Further, as Respondent did not then timely move for attorney fees and costs, and the only immediate result of the litigation was that Respondent got his \$8,580 earnest money deposit back, it appeared these unprompted findings of default and thus recovery of attorney fees and costs, though plainly error, and a denial of due process as never raised by Respondent at any point in the litigation, was harmless (a mistake that can be remedied under Rule 60).

But then Respondent filed a very late motion for attorney fees and costs, without the required good cause shown for its lateness, and in March 2026, 5 years after this failed closing, Judge Newman, again erroneously determining there had been a default and referencing this contract provision that did not apply, compounded the errors by awarding Respondent, \$50,000+ in attorney fees and costs, not just unreasonable but totally unwarranted given the plain factual and legal errors described above, among others. Appellant's motion for reconsideration was then denied by Judge Newman, and this appeal followed.

NEED FOR LIMITED REMAND

Appeals being expensive and time consuming to pursue, and with interest running, potentially for years, while this appeal is pending on a judgment that was so clearly in obvious, plain error, Appellant would respectfully request a stay of this appeal, and a limited remand, so a Rule 60 motion to vacate the judgment can be filed and heard in the Circuit Court. Granting this motion for stay and limited remand would promote judicial economy, as if the motion to vacate the judgment in the Circuit Court is granted, as it should be to correct a very clear, obvious error, a denial of due process, and thus a substantial miscarriage of justice, this appeal would be unnecessary.

Even if this motion to vacate the judgment was somehow denied, at the least the record for this appeal as to this clear error and denial of due process would be further developed and thus would materially affect this appeal. Either way, there will be no undue prejudice to Respondent from this temporary stay. But given the

situation detailed above, denying this motion would cause great prejudice to Appellant, who as a matter of fairness and justice absolutely should not be in the position she presently is in.

AUTHORITY

South Carolina appellate courts possess the inherent authority to stay appellate proceedings and remand matters to the Circuit Court to prevent harm and when justice requires, as it so plainly does here, South Carolina Rules of Civil Procedure, Rule 62(g)

RELIEF REQUESTED

WHEREFORE, Appellant respectfully requests that this Court: stay this appeal and order a limited remand to the Circuit Court to allow for a Rule 60 motion to vacate judgment, and for such other relief as this Court deems proper.

Dated: July 23, 2026

s/Bruce R. Hoffman
Law Office of Bruce R. Hoffman, LLC
Attorney for Appellant Debra Hoffman, Trustee
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Saint Helena Island, SC 29920
843-838-5290
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v.

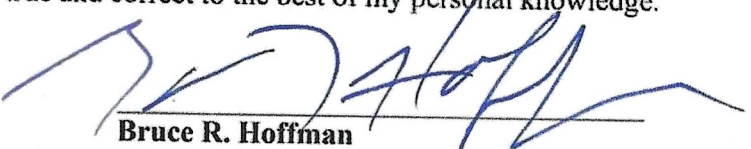
Graham Barugh; Weeks & Irvine, LLC; and Does 1 to 50, Defendants, of which Graham Barugh is the Respondent.

Affidavit of Bruce R. Hoffman

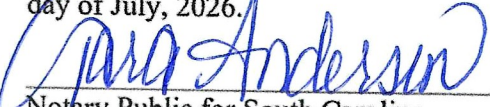
I, Bruce R. Hoffman, state:

I have been a licensed South Carolina attorney for 32 years (and an attorney for 44 years total), I am Appellant's attorney in this case, and would be competent to testify to the within if called to do so.

I have reviewed Plaintiff's Motion to Stay Appellate Proceedings and for Remand to Circuit Court for Rule 60 Motion to Vacate Judgment, incorporated herein by reference, and the facts and contentions stated therein, and the attachments thereto, are, under penalty of perjury, true and correct to the best of my personal knowledge.


Bruce R. Hoffman

Sworn to and subscribed before me this 23rd
day of July, 2026.


Notary Public for South Carolina

My Commission Expires: 3-11-33



- condition, (2) negotiate with the Plaintiff for the payment of these repairs and treatment, or (3) terminate this Contract by Delivering Notice of Termination to the Plaintiff.
5. Per Section 29 of the Contract, "notice is any unilateral communication from one party to the other".
 6. Per Section 29 of the Contract, notices will be effective if delivered in writing to the other party.
 7. On August 27, 2021, Defendant received a CL-100, South Carolina's official Wood Infestation Report, which indicated both active and non-active wood destroying fungi and wood moisture content in the subflooring as high as sixty percent (60%).
 8. Defendant properly notified Plaintiff of the damage found in the CL-100 by and through his real estate agent, Erin Tice, and requested Plaintiff repair the damage prior to Closing.
 9. Plaintiff unequivocally rejected Defendant's repair request and instead offered a one time, One Thousand Dollar (\$1,000.00) concession in lieu of a "clear" CL-100.
 10. Per Section 11 of the Contract, Plaintiff's defaulted by unequivocally rejecting Defendant's requests to remediate the damage indicated in the CL-100.
 11. Plaintiff's unequivocal rejection to make repairs to the CL-100 as requested by Defendant constituted a repudiation and default on behalf of Plaintiff to perform as stipulated by Section 11 of the Contract when performance was due.
 12. As expressly stated in Section 11 of the Contract, Plaintiff's unequivocal repudiation and default triggered Defendant's right to terminate the Contract by providing written notice of termination to Plaintiff.
 13. Defendant properly terminated the Contract by executing and delivering to Plaintiff a signed written Notice of Termination due to CL-100 ("Notice of Termination") as

STATE OF SOUTH CAROLINA)

COUNTY OF BEAUFORT)

Debra S. Hoffman, Trustee of)
The Hoffman Family Trust,)

Plaintiff,)

v.)

Graham Barugh, Weeks & Irvine, LLC,)
Does 1 to 50,)

Defendants.)
_____)

IN THE COURT OF COMMON PLEAS
THE FOURTEENTH JUDICIAL CIRCUIT
CIVIL ACTION NO. 2021-CP-07-01828

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**ORDER DENYING PLAINTIFFS
MOTION FOR A NEW TRIAL**

Upon consideration of the evidence and testimony presented during the trial held on April 10, 2023, with the honorable Judge Edgar Dickson presiding, this Court hereby makes the following findings regarding Plaintiff's post-trial motions:

1. On August 8, 2023, the Honorable Judge Dickson entered Judgement in favor of the Defendant, on both the breach of contract and fraud claims.
2. Based on the Court's order, the Court confirms that the Defendant is not liable for breach of contract or fraud.
3. On July 6, 2023, Plaintiff filed a motion to amend her Complaint ("Motion to Amend").
4. Plaintiffs Motion to Amend, if granted, would unfairly prejudice the Defendant.
5. On July 13, 2023, Plaintiff objected to Plaintiffs' affidavit of attorney fees and costs ("Affidavit of Attorney's Fees").
6. This Court finds that the Defendant offered no testimony or evidence at trial regarding attorney's fees and costs. As a consequence of that decision Plaintiff was unable to cross

examine the Defendant as to those amounts. Therefore this issue or determination is a matter for a hearing on another day but not before this judge.

7. On August 8, 2023, Plaintiff filed a motion for reconsideration and/or a New Trial (collectively with Plaintiff's Motion to Amend "Plaintiff's Motions").
8. Plaintiff has failed to demonstrate or set forth facts sufficient to warrant reconsideration or a new trial under SCRCP 59.

Accordingly, it is hereby ORDERED as follows:

1. Plaintiff's Motions to Amend and for reconsideration or new trial are hereby denied.
2. 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.
3. As ordered Plaintiff shall be responsible for all costs and reasonable attorney fees per Section 23 of the Contract.
4. The earnest money deposit equaling Eight Thousand Five Hundred Eighty and No/100 Dollars (\$8,580.00) currently being held in escrow shall be returned to Defendant.

IT IS SO ORDERED.

Judge Edgar W. Dickson

July __, 2024
Orangeburg, South Carolina

16. SC RESIDENTIAL PROPERTY CONDITION DISCLOSURE STATEMENT ("CDS") [check one]:

☒ Buyer and Seller agree that Seller has Delivered prior to this Contract, a CDS to Buyer, as required by SC Code of Laws Section 27-50-10 et seq. If after delivery, Seller discovers a CDS material inaccuracy or the CDS becomes materially inaccurate due to an occurrence or circumstance; the Seller shall promptly correct this inaccuracy (e.g. delivering a corrected CDS to the Buyer/making reasonable repairs prior to Closing). Buyer understands the CDS does not replace Inspections. Buyer understands and agrees the CDS contains only statements made by the Seller. Parties agree the Brokers have met requirements of SC Code 27-50-70 and Brokers are not responsible or liable for any information in the CDS. CDS is not a substitute for the Buyers and Inspectors inspecting the Property (related issues/onsite/offsite) "Property issues" for all needs.

☐ Buyer and Seller agree that Seller will **NOT** complete nor provide a CDS to Buyer in accordance with SC Code of Law, as amended, Section 27-50-30, Paragraph (13). Buyers have sole responsibility to inspect Property Issues for all their needs.

17. LEAD BASED PAINT/LEAD HAZARDS: If Property was built or contains items created prior to 1978, it may contain lead based hazards and Parties agree to sign "Disclosure of Information of Lead Based Paint and/or Lead Hazards" forms (e.g. SCR315) and give copies to Brokers. Parties acknowledge receiving and understanding the EPA pamphlet "Protect Your Family From Lead in Your Home." For their protection, Buyers should conduct/obtain Inspections of all Property issues per their needs.

18. SEX OFFENDER/CRIMINAL INFORMATION: Parties agree that Brokers are not responsible for obtaining or disclosing information in the SC Sex Offender Registry and no course of action may be brought against any Brokers for failure to obtain or disclose sex offender or criminal information. Buyer and Seller agree that they have sole responsibility to obtain their own sex offender, death, psychological stigma, clandestine laboratory, and crime information from sources (e.g. law enforcement, P.I., web). The Buyer may obtain information about the Sex Offender Registry and persons registered with the Registry by contacting the local county Sheriff or other appropriate law enforcement officials.

19. TRUST ACCOUNT INTEREST/CHARITABLE CONTRIBUTION: According to the South Carolina Real Estate Commission regulations and South Carolina laws, any interest earned from deposit to Closing on Buyer's earnest money deposit belongs to Buyer. It is understood that Broker ☐ may ☒ may not place deposited earnest monies into an interest bearing trust account. If Buyer's earnest money deposit is deposited into an interest bearing trust account, Parties agree that Broker will retain all interest earned in said account and may contribute some or all to a charitable enterprise.

20. SC INCOME TAX ON NON-RESIDENT GAIN AND COMPLIANCE AND USA FEDERAL INCOME TAX: Seller and Buyer will comply with the provisions of South Carolina laws [e.g. 12-8-580 (as amended)] regarding state income tax withholding requirements if the Seller is not a resident or has not filed South Carolina state income tax returns. Seller and Buyer will comply with United States of America federal income tax laws. Seller and Buyer should discuss tax laws and minimization actions with their qualified tax advisor. Parties will comply with all local, state, federal laws, and any rules.

21. ENTIRE AND BINDING AGREEMENT (MERGER CLAUSE): Parties agree that this Contract expresses the entire agreement between the parties, that there is no other agreement, oral/otherwise, modifying the terms; and this Contract is binding on Parties and principals, heirs, personal representatives, successors, and assigns. Illegal provisions are severable.

22. ADJUSTMENTS: Buyer and Seller agree to settle or prorate, annually or as appropriate; as of Closing Date: (A) utilities and waste fees issued after Closing which include service for time Property was owned/occupied by Seller (B) real estate taxes and owner association fees/assessments for the calendar year of Closing (C) any rents, deposits, fees associated with leasing (D) insurance, EMS service, fuel/consumables, and assessments. Closing Attorney shall make tax proration based on the available tax information deemed reliable by the Closing Attorney. Should the tax or tax estimate or proration later become inaccurate or change, Buyer and Seller shall make any financial adjustments between themselves once accurate tax information is available and Buyer takes timely reasonable steps to minimize taxes. This section survives Closing. Buyer is solely responsible for timely and reasonably minimizing the Buyer's taxes and obtaining tax minimization procedural information including related legal counsel and financial counsel. Special assessments approved prior to Closing shall be the responsibility of the Seller. Special Assessments approved after Closing shall be the responsibility of the Buyer.

23. DEFAULT:

(A) If Seller defaults in the performance of any of the Seller's obligations under this Contract ("Default"), Buyer may:

- (i) Deliver Notice of Default to Seller and terminate Contract; and
- (ii) Pursue any remedies available to Buyer at law or equity; and
- (iii) Recover attorneys' fees and all other direct costs of litigation if Seller found in default/breach of Contract.

(B) If Buyer defaults in the performance of any of the Buyer's obligations under this Contract ("Default"), Seller may:

- (i) Deliver Notice of Default to Buyer and terminate Contract; and
- (ii) Pursue any remedies available to Seller at law or equity; and
- (iii) Recover attorneys' fees and all other direct costs of litigation if Buyer found in default/breach of Contract.

[*GB*] BUYER [] BUYER [*BRH*] SELLER [*DSK*] SELLER
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