

STATE OF SOUTH CAROLINA)
)
 COUNTY OF GREENVILLE)
)
 RREF II CER CO Acquisitions, LLC,)
)
 Plaintiff,)
)
 vs.)
)
 Windsor Creek Property, LLC; Brent P.)
 Edgerton; C. Blake Kelley; Mario M. Harper;)
 William Douglas Hunt, Jr.; Eastwood)
 Construction Co., Inc.; Elite Construction,)
 LLC; Panagakos Asphalt Paving, Inc.; Curry)
 Construction; and Stabilized Erosion Control,)
 LLC)
 Defendants.)

IN THE COURT OF COMMON PLEAS
 Civil Action No.: 2010-CP-23-01257

**ORDER DENYING PLAINTIFF'S
 MOTION REQUIRING THE
 TURNOVER OR ASSIGNMENT OF
 DEFENDANT BRENT P. EDGERTON'S
 OWNERSHIP INTEREST IN TARHEEL
 TERRIER CORPORATION**

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SC Court of Appeals

This matter came before the Court on October 10, 2018, for a hearing on Plaintiff's Motion for a court order requiring the turnover or assignment of Defendant Brent P. Edgerton's ("Edgerton") ownership interest in Tarheel Terrier Corporation ("TTC"). Lawrence M. Hershon, Parker Poe Adams & Bernstein LLP, appeared on behalf of Plaintiff. Joshua J. Hudson, Roe Cassidy Coates & Price P.A., appeared on behalf of Edgerton. For the reasons set forth herein, Plaintiff's Motion is **DENIED**.

Plaintiff, as assignee to CertusBank, N.A., recovered a judgment against Edgerton, which judgment was recorded in the Office of the Clerk of Court of Greenville County on September 28, 2011 (the "Judgment"). A Writ of Execution was returned by the Sheriff marked "Nulla Bona" on January 16, 2018 and said Judgment remains open and unsatisfied of record. To that end, Plaintiff initiated Supplementary Proceedings in this Court on January 25, 2018 and has continued its efforts ever since.

Most recently, Plaintiff sought an order from this Court requiring Edgerton to turn over his shares in TTC in partial satisfaction of the Judgment. Pursuant to an Order of this Court, entered on July 10, 2018, Plaintiff was ordered to appoint an investigative receiver to inquire into the assets of TTC in order to ascertain the value of Edgerton's ownership interest and that said investigative receiver was required to submit a summary report to this Court setting forth its findings. Elliott Davis, LLC issued a "calculation" report, as opposed to a "valuation" report, on August 31, 2018. Subsequently, this hearing was scheduled.

At the hearing, the limited issue was whether the Court should direct, pursuant to S.C. Code Ann. § 15-19-220, that Edgerton turn over his 100% ownership via shares in TTC to Plaintiff.

Jay Gibson, a forensic evaluation expert with Elliott Davis, LLC, testified that based on his analysis TTC had a value as of the end of 2017 of \$165,000 if Edgerton remained working with TTC and \$48,000 if he didn't. Mr. Gibson admitted that his evaluation was a summary evaluation, that he did not review any operating agreements relative to TTC's one-third interest in 158 Hurricane LLC, including the amount, if any, equity in the real property, and that he did not have enough information to do a full valuation. Edgerton testified that if the shares in TTC were transferred, he would no longer remain employed with TTC, which is basically a holding company that Edgerton uses for sales commissions he earns as an independent real estate salesperson. Edgerton also testified that the long-term liabilities of TTC outweighed the total assets of TTC, including those identified by Mr. Gibson. In sum, Edgerton testified that TTC's current liabilities significantly outweigh its assets. Jimmie Capps, an accountant who has prepared the tax returns the last two years for TTC, testified that without Edgerton, TTC had no real value.

Given the testimony of Mr. Gibson, Edgerton, and Ms. Capps, to the extent that such relief would otherwise be appropriate under 15-19-220 (which issue the Court finds it need not address), the Court declines to do so, finding that TTC has no real value. Therefore, having considered the Motion, the testimony and arguments of counsel at the hearing on the Motion, it is hereby ordered that Plaintiff's Motion for a court order requiring the turnover or assignment of Edgerton's ownership interest in Tarheel Terrier Corporation is **DENIED**.

It should be noted that by consent during the hearing, Edgerton agreed to sell his 2007 Infiniti G35 vehicle and deliver the proceeds to the Plaintiff. Therefore, Edgerton shall have thirty (30) from the date of this Order to attempt to sell said vehicle. In the event it does not sell, Edgerton shall turn it over to Plaintiff and Plaintiff shall put it up for auction with the Greenville County Sheriff and receive any and all proceeds. Additionally, the Court's Order of July 10, 2018 is hereby withdrawn.

NOW, THEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED that Plaintiff's Motion for a court order requiring the turnover or assignment of Edgerton's ownership interest in Tarheel Terrier Corporation is denied for the reasons stated herein. Further, Edgerton shall have thirty (30) from the date of this Order to attempt to sell the Infiniti. In the event it does not sell, Edgerton shall turn it over to the Plaintiff and Plaintiff shall put it up for auction with the Greenville County Sheriff and receive any and all proceeds. Additionally, the Court's Order of July 10, 2018 is hereby withdrawn.

IT IS SO ORDERED.

JUDGE'S ELECTRONIC SIGNATURE TO FOLLOW ON NEXT PAGE



Greenville Common Pleas

Case Caption: Communitysouth Bank And Trust , plaintiff, et al vs. Windsor Creek Property Llc , defendant, et al
Case Number: 2010CP2301257
Type: Master/Order/Other

And It Is So Ordered!

s/ Judge Charles B. Simmons, Jr. (3023)