STATE OF SOUTH CAROLINA COUNTY OF HAMPTON	)))	IN THE COURT OF COMMON PLEAS FOR THE FOURTEENTH JUDICIAL CIRCUIT CIVIL ACTION NO.: 2021-CP-25-00298
Michael "Tony" Satterfield, Individually and in his Capacity as the Personal Representative of the Estate of Gloria Satterfield and Brian Harriott, Plaintiffs, vs. Richard Alexander "Alex" Murdaugh, Chad Westendorf, Palmetto State Bank, Corey Fleming, and Moss, Kuhn & Fleming, P.A. Defendants.	)	**MEMORANDUM OF LAW IN OPPOSITION TO MOTION FOR RELIEF UNDER RULE 60(b) AND MOTION FOR SANCTIONS**

MEMORANDUM

At its heart, the Defendant's Motion for Relief from Judgment Pursuant to South Carolina Civil Procedure Rule 60(b) (the "Motion") asks one simple question: May I have a mulligan? More aptly described, through their Motion, Team Murdaugh (which includes Murdaugh and his counsel) have stumbled late on the judicial first tee with a small bucket of balls and with the apparent attempt to fire shots until they finally hit the fairway. Obviously, Murdaugh is not a golfer. Neither are his lawyers. There are no mulligans. Like a spoiled child, the Motion is overindulged and undisciplined. Murdaugh's argument seems to be, "Because I committed fraud on the court in the underlying cases, I am entitled to be relieved of my confessed judgment now." By this Memorandum, the Plaintiffs will expose the many whiffs, slices, tops, blocks, chunks, hooks and duffs that have so needlessly wasted this Court's time and have unnecessarily caused the further victimization of the Satterfield family, thus entitling the Plaintiffs to sanctions against

ELECTRONICALLY FILED - 2023 Jun 06 4:03 PM - HAMPTON - COMMON PLEAS - CASE#2021CP2500298

COMPLIMENTS OF LUNA SHARK

both Murdaugh and his legal counsel in order to punish their conduct and deter such similar abuses of the Plaintiffs and the legal system going forward.

1. **Whiff**. One cannot point to their own fraud as a basis for relief under Rule 60.

"Whether to grant or deny a motion under [Rule] 60(b) is within the sound discretion of the judge." *Coleman v. Dunlap*, 306 S.C. at 491, 494, 413 S.E.2d 15,17; *Perry v. Heirs at L. of Gadsden*, 357 S.C. 42, 48, 590 S.E.2d 502, 505 (Ct. App. 2003) ("Rule 60(b)(5) is based on the historical power of a court of **equity** to modify its decree in light of subsequent conditions.'" (quoting *Mr. G v. Mrs. G*, 320 S.C. 305, 311, 465 S.E.2d 101, 107 (Ct. App. 1995))); *id.* at 49, 590 S.E.2d at 505. Emphasis Added. While Murdaugh seeks equity from the Court, he has not discharged equity; therefore, he is foreclosed from the relief he desires. *See First Union Nat'l Bank of S.C. v. Soden*, 333 S.C. 554, 568, 511 S.E.2d 372, 379 (Ct. App. 1998) ("The doctrine of unclean hands precludes a plaintiff from recovering inequity if he acted unfairly in a matter that is the subject of the litigation to the prejudice of the defendant."); *Emery v. Smith*, 361 S.C. 207, 220, 603 S.E.2d 598, 605 (Ct. App. 2004) ("He who comes into equity must come with clean hands. It is far more than a mere banality. It is a self-imposed ordinance that closes the door of the court of equity to one tainted with inequitableness or bad faith relative to the matter in which he seeks relief." (quoting *Precision Instrument Mfg. Co. v. Auto. Maint. Mach. Co.*, 324 U.S. 806, 814, 65 S. Ct. 993, 89 L. Ed. 1381, 1945 Dec. Comm'r Pat. 582 (1945))). To put the matter bluntly, whose hands could be less clean than Alex Murdaugh's?

Even according to his own Motion, Murdaugh cites as a basis for seeking equitable relief under Rule 60 that he has lied and misled his insurers and the Court:[1] "That Mr. Murdaugh lied

[1] That is, if Murdaugh's latest "truth" is – well – true. Of course, it is not to be unnoticed that in neither in the Amended Answer in the Nautilus action or in the Motion has Murdaugh's newfound truth been given under oath, by affidavit or by Verified Petition. Instead, we are asked to accept the "new truth" of a demonstrated serial and pathological liar without a single shred of evidence other than his broken word to support his contentions.

ELECTRONICALLY FILED - 2023 Jun 06 4:03 PM - HAMPTON - COMMON PLEAS - CASE#2021CP2500298

COMPLEMENTS OF LUNA SHARK

about the dogs is undeniably obvious from the record now available, made even more apparent by Mr. Murdaugh's lengthy testimony at his recent criminal trial wherein he admitted an unfortunate years-long pattern of drug-induced theft and dishonesty." Motion, p. 22. To paraphrase, Murdaugh urges the Court he should be believed now when he says that he lied earlier about how Gloria Satterfield was injured.[2] Through a twisted application of Murdaugh logic, the point Murdaugh seems to make is that if he lied about the dogs, then the insurance companies never should have been paid him the money that he stole, as a result of which he should be relieved of the Confession of Judgment ("Confession") that he gave the Satterfield boys some years later because there should never have been a Gloria Satterfield wrongful death claim and recovery in the first place – and, of course, Murdaugh gets to keep the stolen money. Or something to that effect. And this, Murdaugh suggests, should entitle him to seek equitable relief from the Court under Rule 60.[3]

The Motion suggests that it raises novel issues. It does not. It raises nonsensical issues. If the Motion is novel, it is only novel in the sense that it is the by-product of a disgraced former attorney with the time, depravity of mind and sheer balderdash to have concocted it. Moreover, the Motion is nothing more than a continuation of the mockery that Murdaugh has made of his prior profession and the administration of justice itself. The fact that Murdaugh's latest abuse of the system and continued victimization of his victims is facilitated by his current counsel, subjects all of them to sanctions as addressed below. But before digressing, the Motion is fatally defective and factually flawed in too many additional particulars to ignore. As to this point, however, the inescapable conclusion is that Murdaugh's admitted fraud does not entitle him to equitable relief.

2. **Slice**. Murdaugh has and continues to play "fast and loose" with the Courts which precludes him from the relief he now seeks.

[2] As discussed *infra* Murdaugh committed a fraud on three courts by his latest alleged about face, including Judge Hall, Judge Newman in the murder trial and the South Carolina Supreme Court when it disbarred him.
[3] Even here, Murdaugh only serves up a half a plate of his alleged truth because he never shares what became of the money he stole.

ELECTRONICALLY FILED - 2023 Jun 06 4:03 PM - HAMPTON - COMMON PLEAS - CASE#2021CP2500298

COMPLIMENTS OF LUNA SHARK

The doctrine of judicial estoppel evolved to protect the truth-seeking function of the judicial process by punishing those who seek to misrepresent facts to gain advantage. *Hayne Fed. Credit Union v. Bailey*, 327 S.C. 242, 251, 489 S.E.2d 472, 477 (1997); see also *John S. Clark Co. v. Faggert & Frieden, P.C.*, 65 F.3d 26, 29 (4th Cir. 1995) (stating goal of judicial estoppel "is to prevent a party from playing 'fast and loose' with the courts, and to protect the essential integrity of the process."). As explicitly embraced by our supreme court, "judicial estoppel precludes a party from adopting a position in conflict with one earlier taken in the same or related litigation." *Hayne*, 327 S.C. at 251, 489 S.E.2d at 477. "When a party has formally asserted a certain version of the facts in litigation, he cannot later change those facts when the initial version no longer suits him." *Id.* The application of judicial estoppel "is an equitable concept, depending on the facts and circumstances of each individual case, [and] application of the doctrine is discretionary." *Carrigg v. Cannon*, 347 S.C. 75, 83-84, 552 S.E.2d 767, 772 (Ct. App. 2001) (quoting *Hawkins v. Bruno Yacht Sales, Inc.*, 342 S.C. 352, 368, 536 S.E.2d 698, 706 (Ct. App. 2000), *cert. granted* Sept. 27, 2001)). Generally, for the doctrine to apply, courts look to the following factors:

> First, a party's later position must be clearly inconsistent with its earlier position. Second, . . . whether the party has succeeded in persuading a court to accept that party's earlier position, so that judicial acceptance of an inconsistent position in a later proceeding would create 'the perception that either the first or the second court was misled, ...' A third consideration is whether the party seeking to assert an inconsistent position would derive an unfair advantage or impose an unfair detriment on the opposing party if not estopped. *N.H. v. Me.,* 532 U.S. 742, 750-51 (2001) (citations omitted); *see Lowery v. Stovall,* 92 F.3d 219 (4th Cir. 1996). "Judicial acceptance means only that the [*359] first court has adopted the position urged by the party . . . as part of a final disposition." *Lowery,* 92 F.3d at 224-25. The above outlined approach emphasizes the potential for harm to the judicial process.

This point is twisted even by Murdaugh standards, but in his Rule 60 Motion, Murdaugh takes an inconsistent position with positions taken in other litigation by lying to this Court about

ELECTRONICALLY FILED - 2023 Jun 06 4:03 PM - HAMPTON - COMMON PLEAS - CASE#2021CP2500298

COMPLIMENTS OF LUVA SHARK

having lied about the dogs. What the Motion advances in part as a basis for relief is that: "Mr. Murdaugh lied about his own liability for Ms. Satterfield's death to fraudulently obtain insurance proceeds to perpetuate his severe opioid drug habit…" Motion p. 22. But did he really? Yes, in an interview with an adjuster, it is "true" that Murdaugh explained that Gloria's fall was caused by his dogs (a fact that appears supported by both Maggie and Paul at the time), but Murdaugh never advanced this position to the Court that approved the Nautilus settlement and he actually negotiated for a release that stipulated that he had no liability.[4]

In the Petition for Approval of Settlement in the matter of "In RE: Gloria Satterfield [Action number omitted]," ("Petition") the factual predicate for the claim and the Nautilus settlement provided:

> "On or about February 2, 2018, Gloria Satterfield received injuries after falling down the front stairs of a Colleton County, South Carolina residence owned by Richard Alexander Murdaugh and Margaret Murdaugh. Decedent Gloria Satterfield subsequently died." Petition, at para. 3, a copy of which is attached hereto as **Exhibit A**.

Omitted from the Petition was any reference to the dogs. The Petition was subsequently approved by an Order Approving Settlement ("Order"), a copy of which is attached as **Exhibit B**. The Order found in part that "[i]t appears that On or about February 2, 2018, Gloria Satterfield received injuries after falling down the front stairs of a Colleton County, South Carolina residence owned by Richard Alexander Murdaugh and Margaret Murdaugh. Decedent Gloria Satterfield subsequently died." Importantly, the Order further found:

[4] At his murder trial when he supposedly was telling the truth about his prior thefts from clients and lies to them, Murdaugh never testified that the dogs didn't cause Gloria's fall. In fact, Asst. Attorney General Creighton Waters elicited testimony from Tony Satterfield that Murdaugh had confessed judgment to the family for $4.3 Million. No one from Team Murdaugh objected or took the position that the Confession was a legal nullity. Obviously, they thought it beneficial at the time to have the jury believe that Murdaugh had made restitution to the Satterfields when they accepted the testimony without challenge.

ELECTRONICALLY FILED - 2023 Jun 06 4:03 PM - HAMPTON - COMMON PLEAS - CASE#2021CP2500298

COMPLIMENTS OF LUNA SHARK

> "It is denied by the parties to be released [ie. Murdaugh] that the injuries and subsequent death suffered by the Decedent were the result of any negligence or reckless conduct of any released party."

Like the Petition, the Order contained no finding that the dogs played any role in Gloria's fall or subsequent death. The Order did, however, authorize Chad Westendorf, as the Personal Representative of the Estate of Gloria Satterfield, to execute such documents as would affect a full release in favor of Richard Alexander Murdaugh. Specifically, the Order authorized Mr. Westendorf to execute the Release attached hereto as **Exhibit C** (the "Release"). Without referencing dogs at all, the Release recited that "Gloria Satterfield received injuries on or about February 2, 2018, after falling down the front stairs of a Colleton County, South Carolina residence owned by Richard Alexander Murdaugh and Margaret Murdaugh" and that Gloria "subsequently died." Importantly, the Release stipulated that Murdaugh **had no liability whatsoever** in Gloria's death:

> "It is further understood and agreed that the payment of the above said amounts is not to be construed as an admission of liability on the part of the persons released, **liability being expressed denied**." Emphasis Added.

So, assuming it matters (and it does not), why did Nautilus pay the Gloria Satterfield claim? The reasons are many-fold as are described in the Second Comprehensive Report ("Report") which evaluated the Satterfield claim and was prepared for Nautilus by it outside legal counsel, a copy of which is attached hereto as **Exhibit D**. The reasons Nautilus settled the Satterfield claim include in no particular order:

a. Based on an interview with Paul Murdaugh, Paul reported that in the presence of his father, he heard Alex ask Gloria what happened and that Gloria said "something" about

ELECTRONICALLY FILED - 2023 Jun 06 4:03 PM - HAMPTON - COMMON PLEAS - CASE#2021CP2500298

COMPLIMENTS OF LUNA SHARK

the dogs. Paul also reported having been awoken by the dogs and coming outside to find Gloria at the bottom of the steps.[5] Report, p. 7-8.

b. Based on an interview with Maggie Murdaugh, Maggie described that all four dogs were loose on the property, that she was awoken by the dogs barking, that she went outside to find Gloria at the foot of the steps and that the "dogs were walking near Satterfield." Maggie added that the dog named Bourbon was "just horrible," was attention seeking and was known to "get under people's feet." When asked what she thought happened, Maggie stated her belief that the dogs got in Gloria's way as she came up the steps. Report, p. 6-7.

c. Alex Murdaugh was not present at the time of the fall and arrived later. Alex claims that Gloria told him that the dogs had tripped her – a fact that appears corroborated by Paul.[6] Report, 5-6.

d. "Venue of any filed lawsuit [was] a key issue," as the suit would likely be in Colleton or Hampton Counties which are located in a "plaintiff-friendly circuit." Report, p. 10.

e. "The Fourteenth Circuit has two resident judges, Judge Perry Buckner and Judge Carmen Mullen. These judges know Mr. Murdaugh and Mr. Fleming well." Report, p. 10.

The "real" reason Nautilus settled the claim is that it made an economic decision that the risk of litigating with Murdaugh on his home turf was too great. As insurance companies do on a daily basis, Nautilus had the right and the free agency to deny the claim and to tell the claimants

[5] Tragically, Paul Murdaugh is no longer with us, a matter that will be addressed under spoliation of evidence below.
[6] One would have to question the value (or risk) of Alex's statement. He was not even present and did not witness the fall or any interaction between Gloria and the dogs. Furthermore, the fact that he had a financial interest in the outcome of any claim would likely preclude the admissibility of any statement made by Gloria under the dead man's rule.

ELECTRONICALLY FILED - 2023 Jun 06 4:03 PM - HAMPTON - COMMON PLEAS - CASE#2021CP2500298

COMPLIMENTS OF LUNA SHARK

what they tell others every day – "prove it." Nautilus chose otherwise. In doing so, they had conducted their own independent investigation as to the circumstances surrounding Gloria's fall, they were assisted by outside counsel and they negotiated for a resolution that included the stipulation that Murdaugh had done nothing wrong.[7] As the Orders approving the two settlements comprising 4.3 million dollars has never been challenged, it is the law of the case that Murdaugh had no liability in the fall that caused the injuries and death of Gloria Satterfield. The matter was resolved for business or other insurance company internal reasons, unrelated to any recently self-admitted fraud.

Again, Murdaugh has misled this Court that the reason the claim was paid was as a result of having misled the prior Court in approving the Nautilus settlement. One can only imagine that when someone has manufactured so many mistruths, it becomes difficult to keep it all straight, but the reality is neither the Petitions, the Orders, nor the Releases mentions dogs as it relates to Gloria's fall and expressly provide that Murdaugh had no liability whatsoever. This is playing fast and loose – and is out of bounds.

But this is not the only manner in which Murdaugh has and continues to play fast and loose with the Courts. As it relates to the Confession itself that Murdaugh describes in the present Motion as a legal nullity, he has at least twice acknowledged the Confession in other Courts as being valid. Related to Murdaugh's criminal indictments for having stolen millions of dollars from the Satterfield family, Murdaugh had a bond reduction hearing before the Honorable Alison Lee on January 18, 2022. The negotiation of the material terms of the Confession of Judgment took

[7] Not to be dense, but it has not been our experience that insurance companies pay out millions of dollars in claims without first performing an exhaustive investigation, obtaining opinions from their counsel to determine whether there is coverage under an applicable policy and making calculated business decisions to settle that may or may not have any bearing on actual liability.

ELECTRONICALLY FILED - 2023 Jun 06 4:03 PM - HAMPTON - COMMON PLEAS - CASE#2021CP2500298

COMPLIMENTS OF LUNA SHARK

place in advance of a bond reduction hearing[8] and it was important to Murdaugh to execute the Confession prior to the bond reduction hearing for two important reasons: first, he wanted to be able to report to the Court that he had settled his disputes with the Satterfields; second, he wanted to quell further opposition from Bland Richter, LLP, to his request for a lower bond.[9] During the bond reduction hearing, Murdaugh and his legal team reported to the Court that they had resolved their disputes with the Satterfield family and that Murdaugh would be signing the Confession. Much to Murdaugh's dissatisfaction, Judge Lee did not lower his bond. Clearly, when it served Murdaugh's purposes to advance the validity of the Confession to a Court, he did so. To be certain, the Court accepted the representation that Murdaugh has made matters right with the Satterfields, as it went without challenge. One may suppose that Murdaugh is now dissatisfied that he didn't get the value that he sought at the time by telling the Court that he would be signing the Confession, but his perceived lack of value is no basis for a take-back, a do-over or a mulligan. This is precisely the type of "fast and loose" conduct that judicial estoppel seeks to quell.

But there is more. On May 11 2022, Nautilus Insurance Company sued Murdaugh and others in the United States District Court seeking to recover the $3.8 Million Dollars that it paid beneficially to Cory Fleming on behalf of the Satterfield Estate and which was subsequently diverted. To be clear, the Satterfield family has never received the first dollar of Nautilus money. In its Amended Complaint, Nautilus alleged that "Murdaugh filed a proposed confession of judgment on March 24, 2022" referencing the Confession that is the subject of this Motion. Amended Complaint, p. 18. On May 1, 2023, Murdaugh filed his Answer to the Amended

[8] A complete time line of the negotiation of the Confession is set forth below in discussing other reasons why the current motion fails.

[9] Bond had initially been denied by the Honorable Clifton Newman. Subsequently, on December 13, 2021, the Honorable Alison Lee set bond at $7,000,000.00. During the bond hearing, Dick Harpootlian told the Court on Murdaugh's behalf that Murdaugh had agreed pay the Satterfield family $4.3 Million. This attorney admission is binding on Murdaugh.

ELECTRONICALLY FILED - 2023 Jun 06 4:03 PM - HAMPTON - COMMON PLEAS - CASE#2021CP2500298

COMPLIMENTS OF LUNA SHARK

Complaint admitting the above allegation, thus stipulating to the validity of the Confession. Murdaugh did not take the position that the Confession was a nullity in the Federal Action. Just 15 days later after stipulating to the validity of the Confession in Federal Court, Murdaugh filed the present Motion seeking to invalidate the Confession. Perhaps this filing will remind Murdaugh to amend his Federal pleading to deny the validity of the Confession if he at least wants to be consistent in his lies.

When it served Murdaugh to parade the Confession before Courts as a sign of his magnanimousness and contrition, he did so.[10] When Nautilus said in effect, "thanks for admitting you stole the money we paid to you beneficially for the Satterfields, we would like it back now," he reversed course and now seeks to disavow the same Confession. The goal of judicial estoppel "is to prevent a party from playing 'fast and loose' with the courts, and to protect the essential integrity of the process." Who has played faster or looser with the Courts than Murdaugh?

3. **Top**. The fact that Murdaugh's legal team had "bigger fish to fry" does not create a basis for relief.

"When the confession of judgment was agreed to, Mr. Murdaugh's counsel knew that he had stolen the money. They were unaware, however, of the details of the claim and underlying settlement, and in the run-up to Mr. Murdaugh's murder trial, they had no reason to delve into that issue. **They had bigger fish to fry**." Motion, p. 23, Emphasis Added. Simply put: WOW!![11] In

[10] Again, by his silence and failure to tell Judge Newman and the murder court jury that the confession of judgement should be negated because "I lied about the dogs causing Gloria's fall", this is just another example of Murdaugh trying to have it both ways as a result of his recent epiphany that he will now tell the truth.

[11] While it is possible that the attorneys for Mr. Murdaugh did not realize the downstream damage that could be caused by their counseling Mr. Murdaugh to give the $4.3 Million Confession to the Satterfields, the fact that they were admittedly out-maneuvered on the legal chess board does not create a basis for relief. It is now clear (and should have been clear at the time) that the South Carolina Bar and the South Carolina Supreme Court wanted to act summarily to separate Murdaugh from the practice of law, but they needed something clear and unequivocal – something like the Confession in which Murdaugh admitted to stealing millions. After the filed Confession of received, the undersigned was duty bound to provide a copy to the South Carolina Office of Disciplinary Counsel and Murdaugh was disbarred within days of filing the Confession.

ELECTRONICALLY FILED - 2023 Jun 06 4:03 PM - HAMPTON - COMMON PLEAS - CASE#2021CP2500298

COMPLIMENTS OF LUNA SHARK

unpacking this one, it is probably best to create a timeline alternative to the one advanced by Team Murdaugh in order to dispel the notion that somehow Murdaugh's unwitting counsel got snuck-up on by those dastardly lawyers on the other side. As the timeline will show, not only is it untrue that Team Murdaugh had bigger fish to fry, **MURDAUGH HAD NO OTHER FISH TO FRY** at the time of the Confession.

a. September 3, 2021: Murdaugh was forced to resign from his family law firm after his partners said he had stolen millions of dollars from the firm and its clients.

b. September 4, 2021: Murdaugh called 911 to report that he had been shot in the head while trying to change a tire.

c. September 15, 2021: Murdaugh was sued by the Satterfield family for stealing settlement proceeds and SLED announced it was opening an investigation.

d. September 16, 2021: Murdaugh was arrested and charged with fraud and conspiracy in the fake roadside shooting scheme. He was quietly released on a personal recognizance bond and went to a drug detox center in Florida.

e. October 14, 2021: Murdaugh was arrested at a Florida drug detox center and charged with stealing millions from the Satterfield family.

f. October 19, 2021: Murdaugh was denied bond by the Honorable Clifton Newman.

NOTE: Negotiations for a settlement of the Satterfields' civil claims against Murdaugh began at or near the same time. While the Satterfields had recovered in excess of $7.5 Million from other Defendants, the suit continued against Murdaugh.

g. December 7, 2021: Via email, Eric Bland and Jim Griffin negotiated the amount of the proposed Confession. Eric Bland initially proposed $5,000,000.00. Griffin responded with proposed math indicating an amount of $4,191,200.00, to which

ELECTRONICALLY FILED - 2023 Jun 06 4:03 PM - HAMPTON - COMMON PLEAS - CASE#2021CP2500298

COMPLIMENTS OF LUNA SHARK

Bland replied, "Jim symbolically it's got to be for $4,305,000.00." A copy of the email chain is attached as **Exhibit E**.[12]

h. December 9, 2021: Ronnie Richter emailed Harpootlian and Griffin regarding the mechanics of having Murdaugh confess a judgment to the Satterfields:

- "I just got off the phone with Amy Hill [the Court appointed Receiver] who raises a very legitimate concern. Because Alex is locked down, he technically has not authority or ability to confess judgment – that is, unless the Court grants him the right.

  In discussing it with Amy, it seems our best approach is to have the Receiver petition Judge Hall for relief from the injunction to permit Alex to confess. The Receiver supports the settlement we are proposing. To appease all other judgment creditors, the proposal would be to include language to the following effect: 'The Receiver requests relief from the injunction to permit Mr. Murdaugh to execute the proposed Confession, while reserving for a later date arguments regarding the validity and/or priority of other judgment creditors." A copy of the email is attached as **Exhibit F**. [13]

i. December 9, 2021: In response to the email above, Harpootlian replied: "**Fine with me**."[14] Emphasis Added.[15]

j. December 13, 2021: The Honorable Alison Lee set bond for Murdaugh's financial indictments at $7 Million. During the bond hearing, Dick Hartpootlian told the Court that Murdaugh agreed to pay the Satterfields $4.3 Million.

---

[12] In the same email, Eric Bland makes the comment that "It's monopoly money," that the Motion cites as a basis for relief. That statement was taken completely out of context. Bland did not make that statement because a Confession would have been worthless. What Bland was referring to was that he doubted that assets could be located to satisfy the judgment. Still, judgements are good for ten years, and you never really know what fortune may come to a judgment debtor. Bland also expected that the Receivers would find assets or the government would find them to satisfy Murdaugh's victims and judgement creditors. More on this later in the Memorandum.

[13] It is clear that the Confession that is the subject matter of this Motion was designed from the outset so as NOT to create any advantage over other potential judgment creditors, a point that will be explored more fully later in this Memorandum.

[14] As it relates to the "run up to the murder trial" that allegedly pre-occupied Team Murdaugh during this time, Murdaugh was not indicted for the murders of his wife and son until nearly 8 months later on July 14, 2022.

[15] It should also be noted that Murdaugh signed an earlier version of the confession of judgement in favor of the Satterfields in December 2021, but that the Receiver would not approve it because it did not contain language that to protect other Murdaugh financial victims and the Receiver did not want the Satterfields to obtain preferential judgment creditor rights.

ELECTRONICALLY FILED - 2023 Jun 06 4:03 PM - HAMPTON - COMMON PLEAS - CASE#2021CP2500298

CONFIDENTIAL DOCUMENTS OF SOUTH CAROLINA SHARK

k. December 13, 2021: Following the bond hearing, Eric Bland emailed Amy Hill: "Dick and I informed Judge Lee this morning that Alex would be giving and my clients would accept a $4,305,000.00 Confession of Judgment in the pending civil suit. Are you drafting the motion on behalf of the Receiver for the court to accept his agreement? Please let us know how John wants to proceed. Once accepted we have an agreement as to the resolution of the pending motions in the civil case. Thanks. Eric." A copy of the email is attached as **Exhibit G**.

l. January 2, 2022: Eric Bland emailed Harpootlian and Griffin:

- "Happy New Year. I got a call from Amy Hill today who said that she needs either a covenant or settlement agreement to submit to the court with the confession of judgment that we agreed upon. Dick I recall you telling me that you were going to sign the confession of judgment and you would hold it in your file. Did Alex ever signed [sic] the confession of judgment?

  You also said that you were going to make a few changes to the covenant. I've attached it again can you do it so that we can get it over to Amy Hill this week for filing. There are motions scheduled in our case in a couple of weeks and I wanna be able to let Judge Price know that we resolved everything. Thank you Eric." A copy of the email is attached as **Exhibit H.**[16]

m. February 9, 2021: In an email to Amy Hill and John Lay with copies to Harpootlian and Griffin, Eric Bland forwarded the proposed covenant and confession, but explained that the covenant was "not final as Jim has to tweak it." The email went on to make clear that with regard to the Confession, the Satterfields would become just "one of the victim creditors who will have no priority over other victims." A copy of the email is attached as **Exhibit I.**

[16] In his Motion, Murdaugh seems to argue that there was something nefarious about resolving the motions in the underlying case. In reality, the Confession was the center piece of a settlement with Murdaugh of the Satterfield civil claims. Like virtually every settlement, it resoles all matters between litigants.

ELECTRONICALLY FILED - 2023 Jun 06 4:03 PM - HAMPTON - COMMON PLEAS - CASE#2021CP2500298

COMPLIMENTS OF NINA SHARK

n. February 9, 2021: In an email thread between the attorneys for Satterfield and Murdaugh:

- Jim Griffin wrote at 3:21 PM with regard to the Murdaugh Covenant and Confession of Judgment: "Here are my tweaks. In redline and clean versions."

- Ronnie Richter replied at 3:32 PM: "Jim. I would only further tweak it to say that noting contained 'shall be construed as a waiver of Murdaugh's right to seek set-off or credit …' He can seek it. We don't stipulate as to his entitled to get it, but that's a fight for another day." The point was how to address the fact that the Satterfields had recovered against other parties in the event that the Receiver came into possession of funds and Murdaugh wanted to advance the argument that in considering the Satterfields' right to further payment, Murdaugh should receive a credit or set-off for the other recoveries.

- Jim Griffin replied at 3:38 PM: "Here is the final, agreed upon Covenant. We agree to the earlier Confession of Judgment document."

- Eric Bland replied at 3:44: "Jim. First thank you for getting the covenant today. Second, will you notify Judge Price that the hearings on February do not need to go forward and that they should be continued until Judge Hall either approves or denies the covenant and confession." A copy of the email thread is attached as **Exhibit J.**

o. March 1-7, 2022: A lengthy email exchange occurred between attorneys for Satterfield, Murdaugh and the Receivers as follows:

- March 1, 2022, at 5:47 PM, Amy Hill wrote: "All. Please see the attached confession of judgment with Ronnie and my changes. We are working on the motion to the Court and hope to get that out tomorrow. We will contact the Court and let them know it is coming. Hopefully, no need for a hearing."

- March 1, 2022, at 6:31 PM, Eric Bland wrote: "Jim. We have spent the last three weeks negotiating this. Ok? Eric"

- March 7, 2022, at 7:37 AM, Jim Griffin wrote: "Eric. I hate to upset the applecart, but there needs to be a provision in here qualifying that the allocation will be determined by 'the Receivership Court, or other court of competent judisdiction.' Also there should be a provision stating that by entering into this confession the Debtor is not consenting

ELECTRONICALLY FILED - 2023 Jun 06 4:03 PM - HAMPTON - COMMON PLEAS - CASE#2021CP2500298

COMPLIMENTS OF LUMA SHARK

to appointment of a Receiver and does not waive his right to challenge the same."

- THE CONVERSATION CONTINUED and a complete copy of the email chain is attached hereto as **Exhibit K**.

- March 7, 2022: The email chain culminates with Amy Hill asking Jim Griffin "what was the reasoning for Alex to offer up the confession of judgment," and Jim Griffin responding: "To end the litigation, and avoid the unnecessary litigation expense to the Satterfields."

p. March 15, 2022: Eric Bland emailed the Honorable Bentley Price, copying Harpootlian, Griffin and the Receiver, stating in part: "My understanding is the confession of judgment is going to be submitted tomorrow to Judge Hall for his review and/or approval. As such, if approved, all of the motions between the Plaintiffs and Mr. Murdaugh will be resolved and dismissed. As such, we jointly ask that you once again continue the pending motions scheduled for March 16th until next month if you are so disposed." A copy of the email is attached hereto as **Exhibit L.**

q. May 12, 2022: Judge Hall approved the Order permitting Alex Murdaugh to enter into the Confession with the Satterfields.

r. May 31, 2022: The approved $4.3 Million Confession was filed with the clerk's office. [17]

s. July 12, 2021: Alex Murdaugh was disbarred after the South Carolina Supreme Court received a copy of the filed Confession.[18]

[17] The suggestion that Team Satterfield snuck up on Team Murdaugh at a time when their attention was diverted by a "run up" to a murder trial to get the Confession is absurd. Perhaps counsel simply forgot about their six months of substantive negotiation in the language to be include in the Judgement. In any event, there is no basis to blame the Satterfields' counsel for excellent legal representation.

[18] To our knowledge, Murdaugh has not notified the South Carolina Supreme Court that he allegedly lied about the dogs causing Gloria's fall and that he gave the Confession in error and that it should not have been used as a basis to disbar him.

ELECTRONICALLY FILED - 2023 Jun 06 4:03 PM - HAMPTON - COMMON PLEAS - CASE#2021CP2500298

COMPLIMENTS OF LUNA STARK

t. July 14, 2022: Alex Murdaugh is indicted on two counts of murder for the killing of his wife and son. Arguably, this is the earliest date when the "run up" to the murder trials could have begun. At this point, Murdaugh finally had bigger fish to fry.

u. July 20, 2022: Murdaugh pleaded not guilty to the murders of Maggie and Paul Murdaugh and requested a speedy trial.

v. January 23, 2023: Murdaugh's murder trial began.

w. March 2, 2023: Murdaugh was found guilty of killing his wife and son.

x. May 16, 2023: The present Motion is filed.

In essence, Murdaugh seems to contend by claiming his legal counsel "had bigger fish to fry" that he should be relieved from his judgment due to the errors of his legal counsel. While styled as a motion for relief under Rule 60(b)(3) and/or 60(b)(4), this argument is more akin to relief under Rule 60(b)(1) as a result of "mistake, inadvertence, surprise, or excusable neglect." As such, the question posed is really twofold: did Murdaugh's legal team make mistakes, and if so, does it entitle Murdaugh to relief from his judgment. As to the first part of the inquiry, it is difficult to say that a mistake was made in a negotiation that spanned over six months with agreements that were materially negotiated and modified by Murdaugh's esteemed legal team and which were ultimately presented to a Court for approval with their consent. This is especially true in light of the fact that the false assertion of "frying fish" has been completely dispelled.

An excellent discussion of whether attorney negligence entitles a party to relief from judgment under Rule 60 is found in in the Ninth Circuit. The Ninth Circuit has repeatedly "refus[ed] to provide relief on account of excusable neglect to . . . attorney-based mistakes of law." *Latshaw v. Trainer Wortham & Co.*, 452 F.3d 1097, 1101 (9th Cir. 2006); *see also Engleson*

ELECTRONICALLY FILED - 2023 Jun 06 4:03 PM - HAMPTON - COMMON PLEAS - CASE#2021CP2500298

COMPLIMENTS OF LUNA SHARK

v. Burlington N. R. Co., 972 F.2d 1038, 1043 (9th Cir. 1992) ("Neither ignorance nor carelessness on the part of the litigant or his attorney provide grounds for relief under Rule 60(b)(1)"); *Allmerica Fin. Life Ins. & Annuity Co. v. Llewellyn*, 139 F.3d 664, 666 (9th Cir. 1997) ("attorney error is insufficient grounds for relief under both Rule 60(b)(1) and (6)"). This is because "[a]s a general rule, parties are bound by the actions of their lawyers, and alleged attorney malpractice does not usually provide a basis to set aside a judgment pursuant to Rule 60(b)(1)." *Casey v. Albertson's Inc.*, 362 F.3d 1254, 1260 (9th Cir. 2004) (rejecting the plaintiff's request for relief under Rule 60(b)(1) where the plaintiff asserted that her first attorney committed malpractice and her second attorney was inexperienced); *see also Link v. Wabash R. Co.*, 370 U.S. 626, 633, 82 S. Ct. 1386, 8 L. Ed. 2d 734 (1962) (explaining that a party who "voluntarily chose this attorney as his representative in the action . . . cannot now avoid the consequences of the acts or omissions of this freely selected agent. Any other notion would be wholly inconsistent with our system of representative litigation, in which each party is deemed bound by the acts of his lawyer-agent and is considered to have notice of all facts, notice of which can be charged upon the attorney") (internal quotation omitted). Thus, the Ninth Circuit has found:

> Rule 60(b)(1) is not intended to remedy the effects of a litigation decision that a party later comes to regret through subsequently-gained knowledge that corrects the erroneous legal advice of counsel. For purposes of subsection (b)(1), parties should be bound by and accountable for the deliberate actions of themselves and their chosen counsel. This includes not only an innocent, albeit careless or negligent, attorney mistake, but also intentional attorney misconduct. Such mistakes are more appropriately addressed through malpractice claims.

Latshaw, 452 F.3d at 1101; *see also id*. at 1101-02 ("A party will not be released from a poor litigation decision made because of inaccurate information or advice, even if provided by an attorney").

ELECTRONICALLY FILED - 2023 Jun 06 4:03 PM - HAMPTON - COMMON PLEAS - CASE#2021CP2500298

COMPLIMENTS OF LUNA SHARK

Applying this principle, courts have declined to vacate judgments under Rule 60(b)(1) where the attorney committed an error of law. For example, in *Latshaw*, the Ninth Circuit found Rule 60(b)(1) relief inapplicable where the plaintiff entered into a Rule 68 offer of judgment, relying on her counsel's erroneous legal advice that she could be held liable for costs and attorney's fees, rather than only costs. 452 F.3d at 1101-02. In *Engleson*, the Ninth Circuit found that the attorney's ignorance of the statute governing labor law disputes between railway workers and employers did not constitute excusable neglect. 972 F.2d at 1044; *see also Reynolds v. Lomas*, 554 Fed. Appx. 548, 549 (9th Cir. 2014) (finding district court did not abuse its discretion where it found that Rule 60(b)(1) did not apply to the prior attorney's alleged failure to make the correct legal arguments). Likewise, in [*9] *Allmerica*, the Ninth Circuit found that the counsel's failure to plead an affirmative defense of waiver did not provide a basis for relief under Rule 60(b)(1). 139 F.3d at 665-66. In short, "the case law consistently teaches that out-and-out lawyer blunders-- the type of action or inaction that leads to successful malpractice suits by the injured client--do not qualify as 'mistake' or 'excusable neglect' within the meaning of Rule 60(b)(1)." *McCurry ex rel. Turner v. Adventist Health Sys./Sunbelt, Inc.*, 298 F.3d 586, 595 (6th Cir. 2002) (internal quotation omitted), *cited with approval by Latshaw*, 452 F.3d at 1101.

In short, Murdaugh's "fish fry" does not create a basis for relief from his judgment.

4. **Chunk**. There is no technical defect in the Confession that entitles Murdaugh to relief.

Next on the tee, Murdaugh contends that because of a technical defect in the Confession that he and his legal team negotiated for over six months, asked a Court to approve and paraded before other Courts in other settings beneficial to Murdaugh, he is now entitled to relief from his Confession. Before addressing the "defects" of which Murdaugh now complains, it is important first to look back to the genesis of the Confession and its terms.

ELECTRONICALLY FILED - 2023 Jun 06 4:03 PM - HAMPTON - COMMON PLEAS - CASE#2021CP2500298

COMPLIMENTS OF LUNA SHARK

As discussed above, the Confession was the end-product of months of negotiation between counsel for Murdaugh, counsel for the Satterfields and the Court-appointed Receivers. The receivership itself, however, was established in a separate action, in the matter of Renee S. Beach, as Personal Representative of the Estate of Mallory Beach v. Gregory M. Parker, Inc., et al, Action Number 2019-CP-25-00111 (the "Beach Case"). Because Alex Murdaugh's assets had come under the authority of a receivership in the Beach Case, the parties to the Satterfield matter agreed that the Receiver in the Beach Case would need to ask the Court's permission to allow Murdaugh to execute the Confession (as it had the potential to impact his assets). Permission in the Beach Case was then requested by the parties to the Satterfield case, Murdaugh included. On May 16, 2022, the Honorable Daniel Dewitt Hall entered an Order in the Beach Case granting Murdaugh the permission to execute the Confession that Murdaugh had requested to sign. A copy of the Order is attached hereto as **Exhibit M**.

With reference to the Confession that Murdaugh was granted permission to sign, it contains a few important provisions that were conveniently omitted in the Motion:

- "Debtor **admits** liability to the Judgment Creditors for **the claims asserted against him** in their complaint Civil Action No.: 2021-CP-25-00298." Confession, para. 2. Emphasis Added.

- "Debtor hereby affirms and represents that this Judgment is **legally binding and enforceable** against him in any state throughout the United States of America and **he will not contest its validity or enforcement** so long the enforcement is pursuant to the terms set forth in this Confession of Judgment and Stipulation." Confession, para. 10. Emphasis Added.

- "Debtor has agreed to enter into this Judgment and any transfers contemplated herein and any transfers made pursuant to this Judgment are intended by him … to be a **contemporaneous exchange for new value** given to the parties identified herein, and they are, in fact, such a contemporaneous exchange. … The **transfers** contemplated and required by this Judgment **are made for the settlement** of a disputed present claim, and not an antecedent obligation, **and are given in**

ELECTRONICALLY FILED - 2023 Jun 06 4:03 PM - HAMPTON - COMMON PLEAS - CASE#2021CP2500298

COMPLIMENTS OF LUNA SHARK

exchange for a release of further alleged liability." Confession, para. 12. Emphasis Added.

- "The undersigned agrees and affirms that **he will not challenge or contest in any way his capacity or authority** to enter and execute this Confession of Judgment and Stipulation." Confession, para. 15. Emphasis Added.

- "Debtor has been represented by his own legal counsel … and enters into this agreement **freely, under his own volition, without duress or coercion**." Confession, para. 16. Emphasis Added.

First, the Confession itself bars Murdaugh's present Motion and does so by his own stipulation that he will not "contest its validity or enforcement."[19] Of course, the Motion attempts to side-step this bar by pointing vaguely to the same tired dialogue that Murdaugh's opioid use impeded his judgment at the time of the Confession (ie. the drugs made me do it). But here again, by his own stipulation Murdaugh agreed that he entered into the Confession freely and voluntarily and that he would not contest in any way his capacity or authority to have done so. Furthermore, with reference to the timeline provided above, Murdaugh was arrested in September, 2021, and was released on September 16, 2021, at which time he went directly to a drug detox center in Florida. He remained in a detox center until October 14, 2021, at which time he was remanded into the custody of the great State of South Carolina, where he has remained ever since. In his remanded bond hearing in front of Judge Lee from the Alvin S. Glenn Detention Center in 2021 (five months before he gave the Confessed Judgement), Murdaugh told Judge Lee on video that his head has never been "clearer" and that he is "off of drugs", is exercising and is healthy. Those must have been some powerful drugs to have rendered Murdaugh incapacitated for the 10 months

[19] As it was Judge Hall's Order in the Beach Case that authorized the execution of the Confession in the first place, this Court lacks jurisdiction to review the Order. While the Motion should not have been filed at all, it was filed in the wrong Court and the Receivers should have been named and have an opportunity to weigh in on the issues raised. Of course, Murdaugh could always refile in the proper Court, but he'd be outside of the time constraints of Rule 60.

ELECTRONICALLY FILED - 2023 Jun 06 4:03 PM - HAMPTON - COMMON PLEAS - CASE#2021CP2500298

COMPLIMENTS OF LUNA SHARK

or so when he entered rehab (and presumably stopped taking drugs) and the time he finally executed the Confession on May 27, 2022. But we digress. Back to the "technical" defects.

The Motion cites South Carolina Code 15-35-360 as the basis for asserting the alleged fatally defective flaws in the Confession, which flaws render the Confession void under Rule 60(b)(4). The logic here is muddled at best. Rule 60(b)(4) provides the court may relieve a party or his legal representative from a final judgment, order, or proceeding if the judgment is void. "The definition of 'void' under the rule only encompasses judgments from courts which failed to provide proper due process, or judgments from courts which lacked subject matter jurisdiction or personal jurisdiction." *McDaniel v. U.S. Fid. & Guar. Co.,* 324 S.C. 639, 644, 478 S.E.2d 868, 871 (Ct. App. 1996) (citations omitted). There is no assertion of a lack of due process or a lack of jurisdiction here.

In order to "cure" the obvious defect in his logic, Murdaugh pivots to argue (as best we can tell) that because of certain alleged defects, the parties (Murdaugh included) acted ultra vires so as to render the Confession void. To condense the thought, Murdaugh contends that when he asked Judge Hall for permission to execute the Confession and when by Order Judge Hall said that "Richard A. Murdaugh is permitted to sign the Proposed Confession of Judgment attached to this Order," there was a defect in the Confession that was so pernicious as to nullify even Judge Hall's permission to sign it. As preposterous as this sounds, let's review the "defects."

"Defect" Number One: "Here, the confession at issue states no facts whatsoever regarding the basis for Mr. Murdaugh's liability." To the contrary, the Confession states that Murdaugh admits liability to the Judgment Creditors for the "claims asserted against him in their Complaint." This is known as incorporation by reference. The "claims asserted against [Murdaugh] in [the] Complaint" are factually rich – and more importantly – are admitted in toto through the

ELECTRONICALLY FILED - 2023 Jun 06 4:03 PM - HAMPTON - COMMON PLEAS - CASE#2021CP2500298

COMPLEMENTS OF LUNA SHARK

Confession. Murdaugh's Motion mocks the very purpose of 15-35-360, which is to protect against sham judgments that would only serve to frustrate or prejudice other legitimate creditors. Of course, this too is yet another flag that Murdaugh flies in his Motion – that he is really trying to champion the rights of his other victims, the fallacy of which is discussed in a section to follow.

"Defect" Number Two: The Confession must show the "sum confessed … does not exceed the liability." In the Complaint which was incorporated and admitted to in the Confession as being 100% accurate, the Satterfields described in rich factual detail how Murdaugh devised a scheme to use his position as a lawyer to steal $4,305,000.00 and to leave his clients who had just lost their mother with nothing – not one red dime. The Complaint included claims for breach of fiduciary duty and legal malpractice and included a prayer for punitive damages. While Team Murdaugh has decided on their own after the Satterfields recovered in excess of $7.5 Million that the Satterfields had been paid enough (which importantly was PRIOR to the Confession), Murdaugh stipulated in the Confession to the liability for the claims asserted in the Complaint that he was subject to a punitive award and further agreed by the language of the Confession itself that it was "**given in exchange for a release of further alleged liability**." By settlement, Murdaugh received that value in the form of a release of the very same liability. There is no defect here.

As for the idea of defects generally being a basis to set aside confessed judgments, our Supreme Court has not required strict statutory compliance in upholding judgments. As it relates to the statutory "requirement" of an affidavit or attestation of the debtor, our Court held in *Linda McCo. v. Shore*, 390 S.C. 543, 703 S.E.2d 499, (2010):

> Petitioners contend the lack of an affidavit from Respondent setting forth the exact amount due under the judgment renders the [**504] judgment void.[6] However, the language pertaining to the affidavit in the judgment is permissive and not mandatory. It states an affidavit setting forth the correct amount of the judgment "may" be submitted by Respondent. The judgment complies with the statutory requirements of section 15-35-360 [***9] because it was made in writing, signed

ELECTRONICALLY FILED - 2023 Jun 06 4:03 PM - HAMPTON - COMMON PLEAS - CASE#2021CP2500298

COMPLEMENTS OF LUNA SHARK

> by Petitioners, and verified by their oath. Moreover, the lack of an affidavit does not render the judgment void under Rule 60, SCRCP, because the absence of an affidavit has no bearing on the subject matter jurisdiction of the court. Hence, because the judgment satisfies section 15-35-360 and the submission of an affidavit was permissive and not mandatory, the court of appeals correctly held the judgment was not invalid for lack of an affidavit.

Here, the movant does not even contend that there was a defect that somehow deprived the Court of the subject matter jurisdiction to have permitted the Confession. Moreover, to the extent that any "defect" exists (which is denied), it is a defect equally of Murdaugh's own creation. It is the rare litigant that would point to his own error as a basis to escape his admitted liability – but this is Alex Murdaugh.

5. **Hook**. Murdaugh's newfound concern for his other victims is not a basis for relief.

"The confessed judgment only harms Mr. Murdaugh's other victims," Motion, p. 23., such that "[i]f the confessed judgment remains in place, those victims will have their restitution substantially reduced." Motion, p. 24. While perhaps one should be encouraged that from the comfort of his jail cell confessional, Murdaugh professes a desire to atone for his sins and to protect those who he has victimized, we find his Motion in this regard lacking in sincerity.

First, it is at best the product of a VERY SHAKY memory to suggest to the Court that the Confession works a disadvantage to other victims and at its worst an outright misrepresentation to the Court. As shown through the timeline and email communications above, it was discussed and agreed upon from the outset that if Murdaugh were to confess judgment, we would have to "[reserve] for a later date, arguments regarding the validity and/or priority of other judgment creditors." This language carried through the negotiation and execution of the Confession:

- "Debtor and Judgment Creditors agree and stipulate that this Confession of Judgment is not in any way an attempt to obtain or establish preferential rights for the payment of monies to Judgment Creditors in satisfaction of the Confession of Judgment relative to other current and future claimants and creditors of Debtor." Confession, para. 6.

ELECTRONICALLY FILED - 2023 Jun 06 4:03 PM - HAMPTON - COMMON PLEAS - CASE#2021CP2500298

COMPLIMENTS OF LUNA SHARK

The importance of this concession cannot be overstated. The Satterfields were the first financial victims of Alex Murdaugh to sue him – as such, they were first in line among financial victims and had they continued their action against him, they would have been the first to obtain a judgment against him. As it relates to judgments, first in time is first in right. The Satterfields agreed to give up their priority and to join any future creditors or judgment holders on equal footing. Not only did the Satterfields agree to this concession, they have lived up to it. On three separate occasions, the Receiver has sought to sell a Murdaugh asset in order to create a pool of funds for the future distribution to creditors. On three separate occasions, the Receiver has reached out to the Satterfields through their counsel to obtain a Partial Release of Judgment Lien in order to allow the sales to take place. On three separate occasions, the Satterfields have executed the Partial Releases to allow the sale of assets. Partial Release of Lien attached hereto as **Exhibits N, O and P.** Of course, these events were well-known to Murdaugh at the time he filed his Motion suggesting that if he didn't do something, the Confession would only serve to harm his other victims.

On the other hand, Murdaugh certainly knows how to work the system in order to give a judgment that creates the same inequity he suddenly seems duty bound to prevent. On September 15, 2021, the Satterfield Complaint was filed. On October 28, 2021, Randolph Murdaugh, IV, sued his brother for $46,500.00. The very next day, Alex Murdaugh confessed judgment to his brother for $90,000.00, necessitating the Receiver to file a Motion for Emergency Order Staying Enforcement of Confession of Judgment. Copies of these pleadings are attached as **Exhibit Q**. On October 29, 2021, John E. Parker, former law partner and financier to Alex Murdaugh, sued Murdaugh for $477,000.00. On November 2, 2021, Alex Murdaugh confessed judgment to his friend and former partner in the same amount, necessitating another Motion for Emergency Order

ELECTRONICALLY FILED - 2023 Jun 06 4:03 PM - HAMPTON - COMMON PLEAS - CASE#2021CP2500298

COMPLIMENTS OF LUNA SHARK

Staying Enforcement of Confession of Judgment. Copies of these pleadings are attached as **Exhibit R.** [20] This is how you cheat to the front of the line. This is how one uses a confessed judgment to enhance the standing of one creditor over the rights of others. This is NOT what transpired with regard to the Confession that is the subject of the Motion.

While not pretending to speak for all Alex Murdaugh victims, respectfully, we think you've done enough for your victims.

6. **Duff**. Pointing to "other misconduct" by the adverse party is not a basis for relief.

In a confusing rant and with a vacuum of legal authority, Team Murdaugh seems to contend here that he should be entitled to relief from his Confession because Eric Bland called him bad names on social media and/or that Nautilus should seek its money from the Satterfields and their legal counsel.[21] On November 22, 2021, Team Murdaugh filed an Emergency Motion for Gag Order and Sanctions as to Attorney Eric Bland about his alleged extra-judicial statements to the press and on television interviews.[22] As the parties negotiated to settle the case, it was known that the settlement (like all settlements) would represent a complete release of all matters. The fact that all motions would be resolved by virtue of a settlement was discussed by and between counsel throughout the settlement discussions.[23] Through the settlement agreement and the Confession, the motion (and all other motions) were made moot. Nevertheless, Team Murdaugh seeks now

[20] One may query whether these "confessions" suffer from the same fatal defects that Murdaugh claims to have identified in his Motion.
[21] It is ironic that this argument is advanced by Mr. Harpootlian who has built a career and a reputation for his bombast and use of the media. If our bar gave a career Mr. Microphone award, Mr. Harpootlian would be a run-away winner.
[22] Aside from the fact that Rule 3.6 of the South Carolina Rules of Professional Conduct grants attorneys the right to correct false public narratives advanced other litigants, it is ridiculous to posit that any comments Bland said swayed the public against Mr. Murdaugh. Bland Richter did not come on board until September 2021. Anything that Mr. Bland may have said about Mr. Murdaugh paled in comparison to what was said about Murdaugh in thousands of articles published before Mr. Bland's arrival about Mr. Murdaugh and hundreds of television stories. While a powerful voice, Bland does not have the reach of national television shows, national newspapers and other national and international media outlets. Mr. Murdaugh was the subject by the media and others of continued negative press. In fact, one would be hard-pressed to find any positive article or news piece written about Alex Murdaugh since February, 2019.
[23] Settlement discussions that Team Murdaugh has included in their motion in violation of South Carolina law.

ELECTRONICALLY FILED - 2023 Jun 06 4:03 PM - HAMPTON - COMMON PLEAS - CASE#2021CP2500298

COMPLIMENTS OF LUNA SHARK

effectively to resurrect the very matter that they agreed had been resolved in order to manufacture a non-existent basis to seek relief from the Confession and to do so, purportedly, because Mr. Bland and Team Satterfield has sought to harm the other victims and Murdaugh is now in the helping frame of mind.

In truth, the Motion really never makes the argument that connects the dots between misconduct and relief, but instead Team Murdaugh loosely cites "other misconduct" in an attempt to divert attention away from the indefensible behavior of their client and nonsensical logic of their Motion. To be clear, there has been no "other misconduct" that entitles Murdaugh to relief here.

Without explaining how it would create any right to relief from the Confession, Murdaugh's Motion reaches its crescendo in suggesting somehow that Nautilus should seek relief from the Satterfields. While the Satterfields' legal counsel would recognize the sheer ridiculousness of such an assertion, it is nonetheless upsetting to lay clients who have already been put through the legal gristmill by Alex Murdaugh. It appears the Satterfield boys are not among the victims for whom Murdaugh has a new-found sense of morality, and given the role of Tony Satterfield in standing tall during Murdaugh's criminal trial, Murdaugh acts like one who has a favor to repay. According to the Motion, "the Restatement expresses the common-sense principle that if restitution for stolen money is given to the wrong party, the actual victim has a claim on that restitution even if the source of the restitution is a third-party paying on behalf of, or because of perceived joint liability with, the thief." Motion, p. 25. To which, we would reply, "What?"

First, the Restatement stands for no such contortion. Nautilus did not make a payment to Murdaugh by mistake. Nautilus paid money in trust to Cory Fleming to fund an agreed upon settlement for the benefit of the Satterfield boys. **NONE OF THAT MONEY MADE IT TO THE SATTERFIELDS**. All of the money was stolen, misappropriated, etc. If the Motion

ELECTRONICALLY FILED - 2023 Jun 06 4:03 PM - HAMPTON - COMMON PLEAS - CASE#2021CP2500298

COMPLIMENTS OF LUNA SHARK

suggests that the money (ie. the Nautilus money) should be traced and clawed back from its ultimate recipients, perhaps there is legal support for THAT proposition. Of course, the Motion makes no accounting for those who actually received the stolen property and never suggests that Team Murdaugh's own pockets should be examined for the stolen money.[24] Wouldn't that be the straighter path? To the contrary and in a game of legal bait and switch, the Motion seems to want to put the Nautilus hounds on the Satterfield trail – but the trails never cross.

On a completely separate front from completely separate sources, the Satterfield family sued Murdaugh and others for their respective roles in the theft of their money. They made recoveries on theories ranging from malpractice, to breach of fiduciary duty, negligence and fraud. **NONE OF THE MONEY RECOVERED BY THE SATTERFIELDS IS NAUTILUS MONEY, NOR IS NAUTILUS BENEFICIALLY ENTITLED TO IT**. Thus, what the Motion advances is the theory that Murdaugh and the beneficiaries of the stolen money should be able to retain that money because the Satterfields were successful in suing them and recovering from other sources.[25] Not surprisingly, no case law is cited for this proposition. Also not surprisingly, Nautilus has never made such a claim.

7. **Block.** Murdaugh's spoliation of evidence makes it impossible to put the parties back to where they once were.

By his Motion, Murdaugh contends that he should be entitled to set aside his Confession and restore the parties to where they were before the Confession, in which case the Satterfield boys

[24] Under Team Murdaugh's argument, Counsel for Murdaugh should be included in any inquiry, if one occurs, about whether their fees were paid by Murdaugh's ill-gotten gains and theft. By way of example, it is believed that Harpootlian and Griffin were paid $500,000 to represent Paul in the DUI boating homicide charge brought in the Spring of 2019 against him. Murdaugh stole the Satterfield settlement monies in January 2019 and in May 2019. Did he pay his attorneys their requested legal fees with the Satterfield monies or other monies stolen from other PMPED clients?

[25] Each parties who paid settlement monies to the Satterfields in 2021 and in early 2022 had their own lawyers and investigators. They had the free agency if they desired to put the burden on the Satterfields to prove their claims. They chose to settle for reasons that were personal to them. Who knows, maybe it was as simple as that for business reasons they didn't want to be grouped at the defense table with the likes of Mr. Murdaugh.

ELECTRONICALLY FILED - 2023 Jun 06 4:03 PM - HAMPTON - COMMON PLEAS - CASE#2021CP2500298

COMPLIMENTS OF LUNA SHARK

can just return to their lawsuit against him. While it has to be deduced from the Motion, it appears to be Team Murdaugh's theory that in returning to their lawsuit against Murdaugh, the Satterfields would have to prove that the dogs caused Gloria's fall such that Murdaugh would have liability for her injuries and death. Nothing could be further from the truth. What the Satterfields would have to prove is that Murdaugh stole their money, a fact which he has admitted in the Confession and under oath in his criminal trial. Ah, but clever Mr. Murdaugh would contend that there never should have been any money because Murdaugh obtained it through fraud. Thus, in Murdaugh logic, he could not have stolen that which he should not have possessed.

So what is the real game here? If Murdaugh is right (and he is most certainly wrong), then the Satterfields would have to prove the manner of Gloria's death – a matter that has been made impossible by the fact that through an unprecedented act of spoliation of evidence, Murdaugh has murdered the only surviving witnesses who could have testified with regard to Gloria's fall. Based on the Report, the facts known to both Maggie and Paul at the time of Gloria's fall are preserved, but at the same time they are precluded from use as hearsay. Thus, in asking for "equitable" relief from this Court, Murdaugh's view of equity would be to: allow him to keep the stolen money (or at least not recover it from the folks he gave it to); relieve him from the Confession that he executed freely and voluntarily; make the Satterfields return to the time and expense of their prior lawsuit; and in that lawsuit tell the Satterfields that they now have to prove how Gloria died and do so without the benefit of the witnesses he has murdered. We apologize for the length of that sentence, but it is reflective of the depths of the rabbit holes that Team Murdaugh would urge upon this Court. Murdaugh's spoliation of evidence is yet another reason not to indulge his ridiculous prayer for relief from the Confession.

ELECTRONICALLY FILED - 2023 Jun 06 4:03 PM - HAMPTON - COMMON PLEAS - CASE#2021CP2500298

COMPLIMENTS OF LUNA SHARK

ELECTRONICALLY FILED - 2023 Jun 06 4:03 PM - HAMPTON - COMMON PLEAS - CASE#2021CP2500298

COMPLIMENTS OF LUNA SHARK

MOTION FOR SANCTIONS

At some point, some line somewhere has to be crossed by Murdaugh where the Court will send a strong message to him (and to his entire legal team) to stop victimizing his victims and to stop weaponizing the legal system to extract punishment. Surely, the legal Rubicon has been crossed by the filing of this Motion and anyone who facilitated its filing should be sanctioned. Rule 11, SCRCP, is a rule designed to foster attorney responsibility and to deter litigation abuse. *See Kovach v. Whitley*, 437 S.C. 261, 263-65, 878 S.E.2d 863, 864-65 (2022) (emphasizing purpose of Rule 11, SCRCP).

"Under this Rule, a party and/or the party's attorney may be sanctioned for filing a frivolous pleading, motion, or other paper, or for making frivolous arguments. *See Link v. School District of Pickens County.* 302 S.C. 1, 393 S.E.2d 176 (1990). The party and/or attorney may also be sanctioned for filing a pleading, motion, or other paper in bad faith (i.e., to cause unnecessary delay) whether or not there is good ground to support it. *See Johnson v. Dailey,* 318 S.C. 318, 457 S.E.2d 613 (1995). The sanction may include an order to pay the reasonable costs and attorney's fees incurred by the party or parties defending against the frivolous action or action brought in bad faith, a reasonable fine to be paid to the court, or a directive of a nonmonetary nature designed to deter the party or the party's attorney from bringing any future frivolous action or action in bad faith. Further, if appropriate under the facts of the case, the court may order a party and/or the party's attorney to pay a reasonable monetary penalty to the party or parties defending against the frivolous action or action brought in bad faith. Rule 11(a), SCRCP." *Runyon v. Wright*, 322 S.C. 15, 19, 471 S.E.2d 160 (1996). "While Rule 11 is evaluated by a subjective standard, the rule still may be violated with a filing that is so patently without merit that no reasonable attorney could

have a good faith belief in its propriety." *Ex parte Bon Secours-St. Francis Xavier Hosp., Inc.*, 393 S.C. 590, 598, 713 S.E.2d 624, 628 (2011).

Similarly, relief is available under the South Carolina Frivolous Civil Proceedings Sanction Act. "The South Carolina Frivolous Civil Proceedings Sanction[s] Act provides for liability for attorney fees and costs of frivolous suits." *Ex parte Gregory*, 378 S.C. at 438, 663 S.E.2d at 50. Subsection 15-36-10(A)(4)(a) of The South Carolina Frivolous Civil Proceedings Sanction[s] Act provides in part: "An attorney or pro se litigant participating in a civil or administrative action or defense may be sanctioned for: . . . filing a frivolous pleading, motion, or document if: . . . a reasonable attorney in the same circumstances would believe that under the facts, his claim or defense was clearly not warranted under existing law . . . a reasonable attorney presented with the same circumstances would believe that the procurement, initiation, continuation, or defense of a civil cause was intended merely to harass or injure the other party; or . . . a reasonable attorney presented with the same circumstances would believe the pleading, motion, or document is frivolous, interposed for merely delay, or merely brought for any purpose other than securing proper discovery, joinder of parties, or adjudication of the claim or defense upon which the proceedings are based . . . ."

Respectfully, no reasonable attorney who spent six months negotiating the settlement of a case that involved a Confession of Judgment, who then petitioned a Court to accept the settlement and to permit the execution of the Confession and then used the Confession in other judicial proceedings would wait until the eve of the one year anniversary of the Confession and point to phantom defects as a means to avoid it. Likewise, no reasonable attorney would misrepresent to a Court that the reason the Confession was executed in the first place was because they had "bigger fish to fry" and were not paying close enough attention to detail, when the fish they were

ELECTRONICALLY FILED - 2023 Jun 06 4:03 PM - HAMPTON - COMMON PLEAS - CASE#2021CP2500298

COMPLIMENTS OF LUNA SHARK

referencing (ie. the murder indictments) did not even exist at the time of the Confession. In the discharge of our Rule 11 obligation to consult, requests were made of Team Murdaugh to withdraw the present Motion in order to avoid the time and expense of this reply. These requests were unsuccessful as show through the attached email chain, **Exhibit S.**

The Satterfield boys have had enough of Alex Murdaugh. Their mother died at his home. From what is known now, it appears that by the time of their mother's funeral, Alex had already concocted a plan to monetize her death to his benefit. Alex lied to them. Alex stole from them. Even now as they try to put back the pieces of a once quiet and happy life, Alex Murdaugh is literally the hand from the grave that will not allow them peace. We pray to the Court that a sanction will issue against Team Murdaugh that will finally shake his grip. Respectfully, anything short of a sanction will serve to "sanction" his conduct.

Charleston, South Carolina
June 6, 2023

BLAND RICHTER, LLP
Attorneys for Plaintiffs

s/Ronald L. Richter, Jr.
Ronald L. Richter, Jr. (SC Bar No. 66377)
s/Scott M. Mongillo
Scott M. Mongillo (SC Bar No. 16574)
Peoples Building
18 Broad Street, Mezzanine
Charleston, South Carolina 29401
Telephone 843.573.9900
Facsimile 843.573.0200
ronnie@blandrichter.com
scott@blandrichter.com

s/Eric S. Bland
Eric S. Bland
SC Bar Number: 64132
105 West Main Street, Suite D
Lexington, South Carolina 29072
803.256.9664 (telephone)
803.256.3056 (facsimile)
ericbland@blandrichter.com (e-mail)

ELECTRONICALLY FILED - 2023 Jun 06 4:03 PM - HAMPTON - COMMON PLEAS - CASE#2021CP2500298

COMPLIMENTS OF LUNA SHARK

Exhibit A

ELECTRONICALLY FILED - 2023 Jun 06 4:03 PM - HAMPTON - COMMON PLEAS - CASE#2021CP2500298

COMPLIMENTS OF LUNA SHARK

ELECTRONICALLY FILED - 2023 Jun 06 4:03 PM - HAMPTON - COMMON PLEAS - CASE#2021CP2500298

STATE OF SOUTH CAROLINA	)	
	)	COURT OF COMMON PLEAS
COUNTY OF HAMPTON	)	
	)	
In RE: Gloria Satterfield	)	Docket Number:
	)	
	)	
	)	**PETITION FOR APPROVAL OF SETTLEMENT**
	)	
	)	
	)	
	)	

The Petitioner would submit the following:

1. Chad Westendorf is the Personal Representative of the Estate of Gloria Satterfield, having been so appointed by the Probate Court for Hampton County, South Carolina, on December 29, 2018.

2. All persons required to be notified of these proceedings have been notified.

3. On or about February 2, 2018, Gloria Satterfield received injuries after falling down the front stairs of a Colleton County, South Carolina residence owned by Richard Alexander Murdaugh and Margaret Murdaugh. Decedent Gloria Satterfield subsequently died.

4. Chad Westendorf, as the Personal Representative of the Estate of Gloria Satterfield, has a cause of action under the survival statute, §15-5-90, of the Code of Laws of South Carolina, 1976, as amended, and a cause of action for wrongful death under §15-51-10, Code of Laws of South Carolina, 1976, as amended.

COMPLIMENTS OF LUM SHARK

5. Certain Underwriters at Lloyd's, London ("Brit Syndicates Ltd") provided a homeowners liability policy to Richard Alexander Murdaugh, pursuant to policy number BB303210L-5261.

6. Nautilus Insurance Company provided a personal umbrella liability policy to Richard Alexander Murdaugh, pursuant to policy number PU386804.

7. Brit Syndicates Ltd. and Nautilus Insurance Company have offered to pay the total sum of **FOUR MILLION THREE HUNDRED FIVE THOUSAND AND NO/100 ($4,305,000.00) DOLLARS** to the Petitioner for the benefit of the Estate of Gloria Satterfield, and the statutory beneficiaries of the Decedent in exchange for a full and final Release for the liability coverage with regard to any and all claims arising out of the wrongful death and/or survivorship of the Decedent or otherwise, which might be asserted by the Personal Representative on behalf of the Estate of Gloria Satterfield or on behalf of the statutory beneficiaries of the Decedent against Richard Alexander Murdaugh; Margaret Murdaugh; Nautilus Insurance Company; Murphy & Grantland, P.A.; Brit Syndicates Ltd.; and Cramer, Johnson, Wiggins & Associates, Inc.; their agents, servants, employees, successors, heirs, executors, administrators and assigns, because of the injury to and subsequent death of Gloria Satterfield.

8. The net proceeds to the Petitioner are to be allocated $4,255,00.00 to the wrongful death claim and $50,000.00 to the survival action claim.

9. Chad Westendorf, as Personal Representative of the Estate of Gloria Satterfield, is represented by Attorney Cory H. Fleming of Moss, Kuhn & Fleming, P.A. of Beaufort, South Carolina.

ELECTRONICALLY FILED - 2023 Jun 06 4:03 PM - HAMPTON - COMMON PLEAS - CASE#2021CP2500298

COMPLIMENTS OF LUMA SHARK

10. The statutory beneficiaries of the Decedent are Michael Anthony Satterfield and Brian Harriott.

11. Chad Westendorf, as the Personal Representative of the Estate of Gloria Satterfield, has incurred bills, costs and expenses for and on behalf of the Decedent and the Estate, including attorney's fees and costs as denoted in the Disbursement Statement provided by Counsel for the Estate, which is attached hereto and made a part hereof as Exhibit A. Chad Westendorf, as the Personal Representative of the Estate of Gloria Satterfield, agrees that these bills, costs and expenses shall be paid from the proceeds of this settlement.

12. Chad Westendorf, as the Personal Representative of the Estate of Gloria Satterfield, agrees that the Estate of Gloria Satterfield shall be responsible for paying any and all additional outstanding bills of medical providers, funeral expenses or other providers on behalf of the Decedent and/or the Estate of Gloria Satterfield. Chad Westendorf, as the Personal Representative of the Estate of Gloria Satterfield, further agrees that the Estate will be solely responsible for satisfying any and all medical, funeral or other liens held by any and all third-party medical or other providers, should they exist, and that these outstanding bills and liens will be satisfied out of the proceeds of this settlement, and that neither Richard Alexander Murdaugh; Margaret Murdaugh; Nautilus Insurance Company; Murphy & Grantland., P.A.; Brit Syndicates Ltd.; Cramer, Johnson, Wiggins & Associates, Inc.; nor their agents, servants, employees, successors, heirs, executors, administrators, or assigns will be responsible for these bills, expenses or liens.

ELECTRONICALLY FILED - 2023 Jun 06 4:03 PM - HAMPTON - COMMON PLEAS - CASE#2021CP2500298

COMPLIMENTS OF LUNA SHARK

13. Chad Westendorf, as the Personal Representative of the Estate of Gloria Satterfield, has carefully considered the facts and circumstances herein. Chad Westendorf, as the Personal Representative of the Estate of Gloria Satterfield, is aware of the uncertainties of litigation and believes that the offers, under the circumstances, are fair and equitable and should be accepted without the additional delay and expense of further litigation. Therefore, your Petitioner prays that this Court approve said offers and empower Chad Westendorf as Personal Representative of the Estate of Gloria Satterfield and on behalf of the statutory beneficiaries, to execute such documents as may be necessary to effect a full and final Release in favor of Richard Alexander Murdaugh; Margaret Murdaugh; Nautilus Insurance Company; Murphy & Grantland., P.A.; Brit Syndicates Ltd.; and Cramer, Johnson, Wiggins & Associates, Inc.; their agents, servants, employees, successors, heirs, executors, administrators and assigns, from any and all claims, past, present, or future, arising out of or in any way connected with the above-described accident and the injuries to and subsequent death of Gloria Satterfield.

14. Chad Westendorf, as the Personal Representative of the Estate of Gloria Satterfield, understands that, if the proposed settlement is approved, he and the statutory beneficiaries would be forever barred from bringing an action against, or executing any judgment against Richard Alexander Murdaugh; Margaret Murdaugh; Nautilus Insurance Company; Murphy & Grantland., P.A.; Brit Syndicates Ltd.; and Cramer, Johnson, Wiggins & Associates, Inc.; their agents, servants, employees, successors, heirs, executors, administrators and assigns.

ELECTRONICALLY FILED - 2023 Jun 06 4:03 PM - HAMPTON - COMMON PLEAS - CASE#2021CP2500298

COMPLIMENTS OF LUMA SHARK

WHEREFORE, your Petitioner prays that this Court approve the settlement as hereinabove set forth and authorize Chad Westendorf. as the Personal Representative of the Estate of Gloria Satterfield, to execute any and all instruments to effect the full and final Release in favor of the persons/entities hereinabove named.

This the 13th day of May, 2019, in Hampton, South Carolina.

Chad Westendorf. as Personal Representative of the Estate of Gloria Satterfield and representative of Michael Anthony Satterfield and Brian Harriott

ELECTRONICALLY FILED - 2023 Jun 06 4:03 PM - HAMPTON - COMMON PLEAS - CASE#2021CP2500298

COMPLIMENTS OF DATA SHARK

STATE OF SOUTH CAROLINA)
)
COUNTY OF HAMPTON)

VERIFICATION

PERSONALLY appeared before me. Chad Westendorf. who, being duly sworn. deposes and says that she is the Petitioner in the foregoing proceedings; that she has read the allegations set forth in the foregoing Petition and the same are true and correct to the best of her knowledge. information. and belief.

Chad Westendorf

Sworn to and subscribed before me this

the 13 day of May, 2019.

(L.S.)
Notary Public for South Carolina
My Commission Expires: 8/24/26

ELECTRONICALLY FILED - 2023 Jun 06 4:03 PM - HAMPTON - COMMON PLEAS - CASE#2021CP2500298

COMPLIMENTS OF LUNA SHARK

ATTORNEY'S CERTIFICATE

I hereby certify that I am a member of the South Carolina Bar and licensed to practice law in the State of South Carolina. I further certify that, as attorney for Chad Westendorf, as Personal Representative of the Estate of Gloria Satterfield and Representative of Michael Anthony Satterfield and Brian Harriott, I have considered the proposed settlements set forth hereinabove and do hereby approve such settlements and recommend that they be approved by this Court.

This the 13th day of May, 2019, in Hampton, South Carolina.

Cory H. Fleming, Esquire
Moss, Kuhn & Fleming, P.A.

ELECTRONICALLY FILED - 2023 Jun 06 4:03 PM - HAMPTON - COMMON PLEAS - CASE#2021CP2500298

COMPLIMENTS OF LUNA SHARK

Exhibit B

ELECTRONICALLY FILED - 2023 Jun 06 4:03 PM - HAMPTON - COMMON PLEAS - CASE#2021CP2500298

COMPLIMENTS OF LUNA SHARK

ELECTRONICALLY FILED - 2023 Jun 06 4:03 PM - HAMPTON - COMMON PLEAS - CASE#2021CP2500298

STATE OF SOUTH CAROLINA	)	
	)	COURT OF COMMON PLEAS
COUNTY OF HAMPTON	)	
	)	
In RE: Gloria Satterfield	)	Docket Number:
	)	
	)	
	)	**ORDER APPROVING SETTLEMENT**
	)	
	)	
	)	
	)	
	)	

THIS MATTER comes before the Court on the verified Petition of Chad Westendorf, as Personal Representative of the Estate of Gloria Satterfield. It appears that on or about February 2, 2018, Gloria Satterfield received injuries after falling down the front stairs of a Colleton County, South Carolina residence owned by Richard Alexander Murdaugh and Margaret Murdaugh. Decedent Gloria Satterfield subsequently died.

The Petitioner asserts to have a cause of action under the survival statute, §15-5-90, Code of Laws of South Carolina, 1976, as amended, and a cause of action for wrongful death under § 15-51-10, Code of Laws of South Carolina, 1976, as amended.

Certain Underwriters at Lloyd's, London ("Brit Syndicates Ltd") provided a homeowners liability policy to Richard Alexander Murdaugh, pursuant to policy number BB303210L-5261.

Nautilus Insurance Company provided a personal umbrella liability policy to Richard Alexander Murdaugh, pursuant to policy number PU386804.

COMPLIMENTS OF LUNA SHARK

It is denied by the parties to be released that the injuries and subsequent death suffered by the Decedent were the result of any negligence or recklessness of any released party.

In spite of this denial, nevertheless, and in the interest of compromise, Brit Syndicates Ltd. and Nautilus Insurance Company have offered to pay the total sum of **FOUR MILLION THREE HUNDRED FIVE THOUSAND AND NO/100 ($4,305,000.00) DOLLARS** to the Petitioner for the benefit of the Estate of Gloria Satterfield, and the statutory beneficiaries of the Decedent in exchange for a full and final Release for the liability coverage with regard to any and all claims arising out of the wrongful death and/or survivorship of the Decedent or otherwise, which might be asserted by the Personal Representative on behalf of the Estate of Gloria Satterfield or on behalf of the statutory beneficiaries of the Decedent against Richard Alexander Murdaugh; Margaret Murdaugh; Nautilus Insurance Company; Murphy & Grantland., P.A.; Brit Syndicates Ltd.; and Cramer, Johnson, Wiggins & Associates, Inc.; their agents, servants, employees, successors, heirs, executors, administrators and assigns, because of the injury to and subsequent death of Gloria Satterfield.

The net proceeds to the Petitioner are to be allocated as $4,255,000.00 to the wrongful death claim and $50,000.00 to the survival action claim.

The Petitioner, Chad Westendorf, as Personal Representative of the Estate of Gloria Satterfield, is represented by Attorney Cory H. Fleming of Moss, Kuhn & Fleming, P.A. of Beaufort, South Carolina.

The statutory beneficiaries of the Decedent are Michael Anthony Satterfield and Brian Harriott.

ELECTRONICALLY FILED - 2023 Jun 06 4:03 PM - HAMPTON - COMMON PLEAS - CASE#2021CP2500298

COMPLIMENTS OF LUNA SHARK

The Petitioner, Chad Westendorf, as the Personal Representative of the Estate of Gloria Satterfield, has incurred bills, costs and expenses for and on behalf of the Decedent and the Estate, including attorney's fees and costs as denoted in the Disbursement Statement provided by Counsel for the Estate, which is attached hereto and made a part hereof as Exhibit A. Chad Westendorf, as the Personal Representative of the Estate of Gloria Satterfield, agrees that these bills, costs and expenses shall be negotiated and resolved from the proceeds of this settlement. Chad Westendorf, as the Personal Representative of the Estate of Gloria Satterfield, stated that the Estate of Gloria Satterfield shall be responsible for paying negotiating and resolving any and all additional outstanding bills of medical providers, funeral expenses or other providers, or government agencies, on behalf of the Decedent and/or the Estate of Gloria Satterfield. The Petitioner, Chad Westendorf, further agrees that the Estate will be solely responsible for negotiating and resolving any and all medical, funeral or other liens held by any and all third-party medical or other providers, should they exist, and that these outstanding bills and liens will be satisfied out of the proceeds of this settlement, and that neither Richard Alexander Murdaugh; Margaret Murdaugh; Nautilus Insurance Company; Murphy & Grantland., P.A.; Brit Syndicates Ltd.; Cramer, Johnson, Wiggins & Associates, Inc.; nor their agents, servants, employees, successors, heirs, executors, administrators, or assigns will be responsible for any of these bills, expenses or liens.

The Petitioner, Chad Westendorf, stated that he has carefully considered the facts and circumstances herein. The Petitioner, Chad Westendorf, stated that he is aware of the uncertainties of litigation and believes that the offers, under the circumstances, are fair and

ELECTRONICALLY FILED - 2023 Jun 06 4:03 PM - HAMPTON - COMMON PLEAS - CASE#2021CP2500298

COMPLIMENTS OF LUNA SHARK

equitable and should be accepted without the additional delay and expense of further litigation.

Upon full consideration of this matter, it appears to the Court that the settlement proposals outlined hereinabove and in the Petition are fair and just and in the best interest of the parties. Accordingly, it is:

ORDERED, ADJUDGED AND DECREED that the settlement proposals set forth hereinabove and in the Petitioner's Petition are approved, and that upon payment of the amount set forth therein, the Petitioner, Chad Westendorf, as Personal Representative of the Estate of Gloria Satterfield, is hereby authorized and directed to execute such documents as will effect a full and final Release in favor of Richard Alexander Murdaugh; Margaret Murdaugh; Nautilus Insurance Company; Murphy & Grantland., P.A.; Brit Syndicates Ltd.; and Cramer, Johnson, Wiggins & Associates, Inc.; their agents, servants, employees, successors, heirs, executors, administrators and assigns, from any and all claims or actions whatsoever arising out of the injury to and subsequent death of Gloria Satterfield

AND IT IS SO ORDERED, this the 13 day of May, 2019, in Hampton, South Carolina.

Presiding Judge

ELECTRONICALLY FILED - 2023 Jun 06 4:03 PM - HAMPTON - COMMON PLEAS - CASE#2021CP2500298

COMPLIMENTS OF LUNA SHARK

SETTLEMENT STATEMENT
Estate of Gloria Satterfield v. R. Alexander Murdaugh

DATE OF INJURY: 02/28/2018

Lloyd's Underwriters	$505,000.00
Nautilus Ins. Co.	3,800,000.00
-Attorney's Fees (Lloyd's)	168,333.33
-Attorney's fees (Nautilus)	1,266,666.67
	2,870.000.00
Total Prosecution Expenses:	$105,000.00
Total to Beneficiaries	$2,765,000.00

I understand and fully approve the above disbursements; I acknowledge receipt of the above amount and a copy of this statement. Any known or unknown medical bills or expenses, medical or otherwise, which are not included above, shall be paid by me, the undersigned.

/s/ Chad Westendorf PR of the Estate of Gloria Satterfield

Chad Westendorf, as PR of the Estate of Gloria Satterfield

Date: May 13th 2019

ELECTRONICALLY FILED - 2023 Jun 06 4:03 PM - HAMPTON - COMMON PLEAS - CASE#2021CP2500298

COMPLIMENTS OF LUNA CHARK

Exhibit C

ELECTRONICALLY FILED - 2023 Jun 06 4:03 PM - HAMPTON - COMMON PLEAS - CASE#2021CP2500298

COMPLIMENTS OF LUNA SHARK

ELECTRONICALLY FILED - 2023 Jun 06 4:03 PM - HAMPTON - COMMON PLEAS - CASE#2021CP2500298

STATE OF SOUTH CAROLINA)
) **RELEASE**
COUNTY OF HAMPTON)

WHEREAS, **GLORIA SATTERFIELD** received injuries on or about February 2, 2018, after falling down the front stairs of a Colleton County, South Carolina residence owned by Richard Alexander Murdaugh and Margaret Murdaugh;

WHEREAS, Gloria Satterfield sustained injuries in her fall and subsequently died. The Estate of Gloria Satterfield made a claim for her wrongful death against Richard Alexander Murdaugh; and

WHEREAS, Chad Westendorf was duly appointed Personal Representative of the Estate of Gloria Satterfield in the Probate Court for Hampton County; and

WHEREAS, Chad Westendorf has obtained approval of the Court for Hampton County to execute this instrument on behalf of the Estate of Gloria Satterfield and on behalf of Decedent's statutory beneficiaries; and

WHEREAS, Certain Underwriters at Lloyd's, London ("Brit Syndicates Ltd") issued to Richard Alexander Murdaugh a homeowners liability policy, policy number BB303210L-5261, effective January 6, 2018 to January 6, 2019; and

WHEREAS, Nautilus Insurance Company issued to Richard Alexander Murdaugh a personal umbrella liability policy, policy number PU386804, effective January 6, 2018 to January 6, 2019.and

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that I, the undersigned, Chad Westendorf, as Personal Representative of the Estate of Gloria Satterfield and Gloria Satterfield's statutory beneficiaries, Michael Anthony Satterfield and Brian Harriott, for and in consideration of the sum of Four Million Three Hundred Five Thousand and 00/100

COMPLIMENTS OF LUNA SHARK

($4,305,000.00) Dollars, total, including Five Hundred Five Thousand and 00/100 ($505,000.00) Dollars paid by Brit Syndicates Ltd, and Three Million Eight Hundred and 00/100 ($3,800,000.00) Dollars paid by Nautilus Insurance Company, to me in hand paid as Personal Representative of the Estate of Gloria Satterfield for the benefit of the statutory beneficiaries of the Decedent and the Estate of Gloria Satterfield, the receipt and sufficiency of which sum is hereby acknowledged, do hereby release and forever discharge Richard Alexander Murdaugh; Margaret Murdaugh; Nautilus Insurance Company; Murphy & Grantland., P.A.; Brit Syndicates Ltd.; and Cramer, Johnson, Wiggins & Associates, Inc.; their agents, servants, employees, successors, heirs, executors, administrators, and assigns; and any and all other persons, firms and corporations from any and all actions, causes of action, demands and/or claims of any nature whatsoever, which I, as Personal Representative of the Estate of Gloria Satterfield, and which the Decedent's statutory beneficiaries may have against Richard Alexander Murdaugh; Margaret Murdaugh; Nautilus Insurance Company; Murphy & Grantland., P.A.; Brit Syndicates Ltd.; and Cramer, Johnson, Wiggins & Associates, Inc.; their agents, servants, employees, successors, heirs, executors, administrators, and assigns; prior to and including the date hereof, on account of or in any way arising out of the aforesaid accident. The consideration expressed herein constituting full payment for all damages, losses and injuries following the accident aforesaid. The consideration expressed herein must not be construed to constitute a release of any person or entity under any policy of insurance other than the insurance policies referenced in this document.

I further understand and agree that any subrogated or third party interests including, but not limited to, medical charges will be satisfied in full from the proceeds of this settlement, and I agree to hold harmless and indemnify Richard Alexander Murdaugh, do hereby release and forever discharge Richard Alexander Murdaugh; Margaret Murdaugh; Nautilus Insurance Company;

ELECTRONICALLY FILED - 2023 Jun 06 4:03 PM - HAMPTON - COMMON PLEAS - CASE#2021CP2500298

COMPLIMENTS OF LUNA SHARK

Murphy & Grantland., P.A.; Brit Syndicates Ltd.; and Cramer, Johnson, Wiggins & Associates, Inc.; their agents, servants, employees, successors, heirs, executors, administrators, and assigns; from any and all liability or responsibility with regard to such third-party interests or liens.

I, the undersigned, expressly represent and warrant that I understand the effect of the things herein agreed to and that no statements or representations made by the persons released nor their agents, or representatives have influenced me or induced me to execute and deliver this Release.

It is further understood and agreed that the payment of the above said amounts is not to be construed as an admission of liability on the part of the persons released, liability being expressly denied.

All agreements and understandings between the parties hereto are embodied herein and the terms of this Release are contractual and not a mere recital.

I have read the foregoing Release and understand it to be a full, final, and binding agreement.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this the 11th day of April, 2019.

WITNESSES:

Witness

Witness

as Personal Representative of the Estate of Gloria Satterfield (SEAL)

Chad Westendorf, as Personal Representative
of the Estate of Gloria Satterfield and representative
of Michael Anthony Satterfield and Brian Harriott

ELECTRONICALLY FILED - 2023 Jun 06 4:03 PM - HAMPTON - COMMON PLEAS - CASE#2021CP2500298

COMPLIMENTS OF LUNA SHARK

Exhibit D

ELECTRONICALLY FILED - 2023 Jun 06 4:03 PM - HAMPTON - COMMON PLEAS - CASE#2021CP2500298

COMPLIMENTS OF LUNA SHARK

R. Scott Wallinger, Jr. | **D:** 803.255.0419 | **E:** swallinger@collinsandlacy.com
Shareholder

ELECTRONICALLY FILED - 2023 Jun 06 4:03 PM - HAMPTON - COMMON PLEAS - CASE#2021CP2500298

COMPLIMENTS OF LUNA SHARK

CONFIDENTIAL ATTORNEY WORK PRODUCT

November 6, 2018

VIA E-MAIL ONLY

Caitlin Crist
Complex Claims Specialist
Brit Global Specialty
Caitlin.Crist@britinsurance.com

David Patrick
CJW Associates
1420 Edgewater Drive
Orlando, FL 32804
dpatrick@cjw-assoc.com

Re: Estate of Satterfield v. Alexander Murdaugh
Claim No. 4151474
C&L File No. 002002-00100

SECOND COMPREHENSIVE REPORT

Dear Caitlin and David:

I hope you are well. Please allow this correspondence to serve as my Second Comprehensive Report in the above-referenced matter. It will follow the requested reporting format. New information, since my last report, is noted in **bold** type.

I. Further Handling

Investigation of the claim is ongoing. **I recently obtained medical treatment records for Decedent Gloria Satterfield. Depending upon whether time permits and whether the claim does not resolve, it would be useful to have an expedited record review performed by a physician with expertise in emergency medicine and/or internal medicine, to evaluate whether Ms. Satterfield's health on the incident date played a role in her fall down the stairs.**

ELECTRONICALLY FILED - 2023 Jun 06 4:03 PM - HAMPTON - COMMON PLEAS - CASE#2021CP2500298

I have not yet placed the dog trainer on notice of a potential contribution claim by Murdaugh. **Mr. Murdaugh considers that improvident. I therefore want to discuss that with you further.**

Claimant counsel has made a policy-limits settlement offer with an acceptance deadline of November 12th. We need to decide how to respond to that demand, and whether to seek enlargement of his imposed deadline.

II. Executive Summary

Decedent Gloria Satterfield worked as a contract housekeeper and domestic assistant to the insured, Mr. Murdaugh and his family. Mr. Murdaugh is a successful personal injury attorney in Hampton, South Carolina, and he owns a second home on rural property in neighboring Colleton County. On the morning of February 2, 2018, Satterfield drove alone to that Colleton residence to see Mrs. Murdaugh and to pick up a check in payment for Satterfield's past services. Satterfield walked alone up the front brick steps of the house, and allegedly fell backward down the steps due to being pushed or tripped by one or more of Murdaugh's four pet dogs which were roaming free at the time. No one witnessed Satterfield's fall. Mrs. Murdaugh was inside the house, heard a great commotion on the front porch, came out the front door, and found Satterfield lying on the steps, bleeding from an open wound to her head. **Satterfield told Mr. Murdaugh, who arrived soon after, that the dogs had "tripped her up." Satterfield made no other statement to an witness about involvement of dogs. Satterfield told medical staff at a hospital later that she did not know how or why she fell. Satterfield was airlifted to a hospital in Charleston where she was admitted for treatment of multiple rib fractures, a pulmonary contusion, and a subdural hematoma. She had surgery for the rib injuries. The subdural hematoma was inoperable. Satterfield initially showed improvement, but then began a decline and was placed on a ventilator. She contracted pneumonia, had a heart attack and lost pulse, was revived but left in a deep coma, and her family elected to stop lifesaving measures. She was moved to hospice and died on February 26, 2018.** Satterfield incurred medical treatment charges in excess of $650,000. She is survived by two adult sons, one of whom is mentally disabled. Her estate and both sons are represented by counsel who has advised of his intent to bring a lawsuit against Mr. Murdaugh. The law applicable to this matter provides that the owner of a pet dog is strictly liable where the dog jumps on a visiting guest and causes injury**. Liability is probable.**

III. Relevant Background Facts

The insured Alexander Murdaugh is a third-generation lawyer practicing with his family's law firm in Hampton, South Carolina. The firm - Peters, Murdaugh, Parker, Eltzroth, & Detrick - is a preeminent plaintiff-only practice. The firm and its partners have a favorable reputation in that area of the state due to the firm's experience and influence and goodwill created in the county. The firm also has an office in Colleton County. Mr. Murdaugh's primary residence is in Hampton. Murdaugh and his wife own the second residence in nearby Moselle, which is in a rural part of

CONFIDENTIAL PER LOCAL RULE

ELECTRONICALLY FILED - 2023 Jun 06 4:03 PM - HAMPTON - COMMON PLEAS - CASE#2021CP2500298

Colleton County. That residence is typically used by them on weekends and holidays and includes several hundred acres of land - much of it swamp - used for hunting. That residence's address is 4157 and 4147 Moselle Road, Islandton, South Carolina 29929. **At the time of the incident in February 2018, Mr. and Mrs. Murdaugh were staying at the Moselle residence most of the time.**

Gloria Satterfield worked for 20 years as a housekeeper and personal assistant to Mr. Murdaugh's mother and to Mr. Murdaugh and his wife Maggie. There was no written employment agreement and Satterfield could be considered an at-will independent contractor of Mr. and Mrs. Murdaugh. The Murdaughs paid Satterfield $10.00 per hour. Satterfield was not considered a full-time employee of the Murdaughs and no taxes were deducted from her paycheck. Satterfield would do household chores, babysitting of their children, run errands, and act as a server at parties hosted by the Murdaughs. Satterfield spent considerable time with the Murdaugh family and, as is common in South Carolina, was considered "part of the family" in a loose sense. Satterfield has no actual kindship to the Murdaughs, however. Satterfield had no other employment. Mr. Murdaugh considered Satterfield to be very trustworthy and dependable. Satterfield did not wear glasses or contacts, **but did use "reading glasses" for reading.** Satterfield was widowed and lived in Furman, South Carolina (also in Hampton County) with her adult son Bryan, who has mild retardation and is not self-reliant. **Satterfield's other adult son, Tony, is a registered nurse in Beaufort, South Carolina. Tony is the personal representative of her estate.**

The Murdaughs own four pet dogs, several of which have been to obedience training and have been trained for hunting and sporting activities:

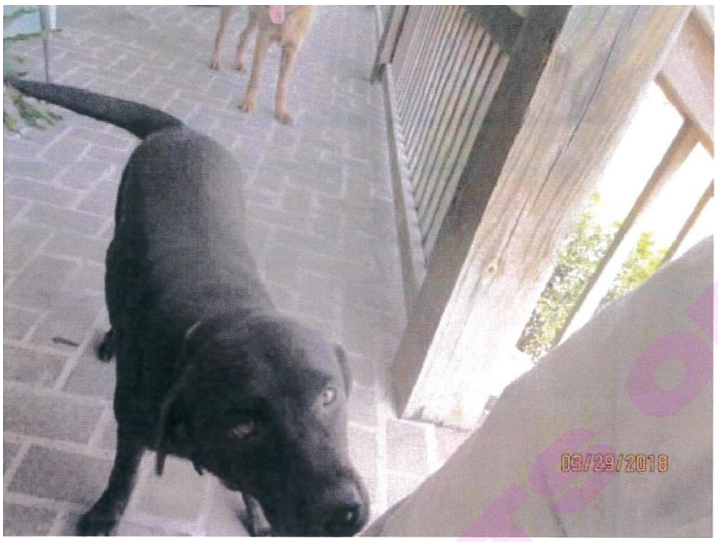
- "Bubba" is a six year old male yellow Labrador Retriever, not neutered, and described as affectionate and calm. He had been to hunting and obedience training and is obedient. He weighs around 90 pounds. Veterinarian records indicate receipt of annual shots and annual exams;
- "Bourbon" is a 1.5 year old female chocolate Labrador Retriever, described as hyper-active and difficult to command and control. She had been to hunting and obedience training. She weighs around 55 pounds. While veterinarian records are brief, the records indicate regular exams and prescribed heartworm preventative medicine;
- "Blue" is a one year old male Labradoodle (and is Bubba's son), described as hyper-active and constantly escaping from his kennel, and difficult to command and control. He weighs around 65 pounds; and
- "Sassy" is a six month old, female German Short Hair Pointer puppy. She was acquired in January and has not had training. She weighs around 25 pounds and has a calm disposition.

Mr. Murdaugh described that normally Bourbon and Blue would be kept in dog kennels at the property and did not roam free. The property has an electric (underground) dog fence system to keep the dogs close to the house. Murdaugh described that whenever all of the dogs were out of the kennel, and in the presence of any people, the dogs would approach the people in a friendly,

COMPLIMENTS OF MURDAUGH

normal and sociable way and they tended to compete with each other for attention of people. He described that if someone showed praise or attention to one dog, the other dogs would get jealous and escalate efforts to gain the person's attention.

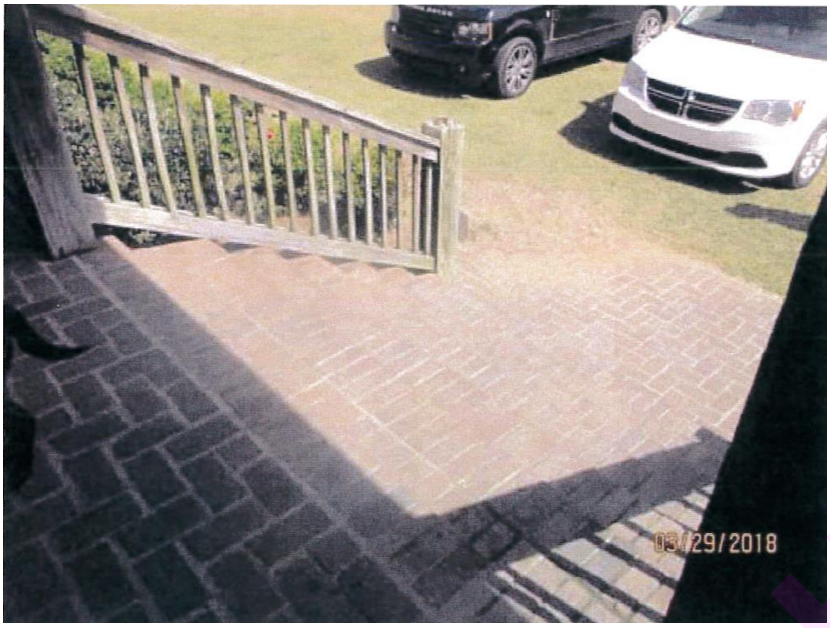
Bourbon was sent to Brett Lawson, a dog trainer in Jasper County, for obedience and hunting training. A goal of the training was to calm the dog down. Murdaugh felt the training was helpful. While dates are unclear, Bourbon was picked up from obedience training a day or just a few days before the subject incident. Below is a photograph of Bourbon.



On the incident date, Mr. Murdaugh left from the Moselle house to go to work around 8:00 a.m. His son Paul, age 19, was inside the house. His wife Maggie and his son Paul were inside the house. A property caretaker, Ronnie, was at the property but not in view of the house. Satterfield drove to the house, to pick up a paycheck, parked, and apparently was walking up the front steps. Below are two photographs of the subject stairs at the front.

ELECTRONICALLY FILED - 2023 Jun 06 4:03 PM - HAMPTON - COMMON PLEAS - CASE#2021CP2500298

COMPLIMENTS OF LUNA SHARK





I have interviewed Alex Murdaugh, Maggie Murdaugh, and Paul Murdaugh.

<u>Alex Murdaugh</u>

Alex left the house that morning at about 7:45 to go to his office in Hampton. He had been at work about two hours and got a call from his wife Maggie who said that Satterfield was injured at the house. Alex drove back to the house. He arrived before EMS did. He found Satterfield sitting on the brick landing at the base of the steps. She was semi-conscious, knew

ELECTRONICALLY FILED - 2023 Jun 06 4:03 PM - HAMPTON - COMMON PLEAS - CASE#2021CP2500298

COMPLIMENTS OF LUNA SHARK

who she was, and had blood on her head and face. There was a pool of blood on the brick landing. Satterfield indicated something to him about "the dogs tripped her up."

EMS arrived and took over care. EMS debated whether to have a helicopter land in the community somewhere to transport Satterfield to a trauma center. EMS decided to drive Satterfield to Colleton Medical Center in Walterboro, South Carolina, about 30 minutes away, to put her on a helicopter there. Alex followed the ambulance to Walterboro. He was given Satterfield's purse just before she was put on the helicopter. Alex drove back to his house in Moselle. He attempted to call and text Satterfield's brother but did not speak with him.

Alex told me that he had heard, from one or more of Satterfield's relatives he cannot really recall, was that Satterfield had reported that "the dogs tripped her up."

Alex never visited Satterfield in the hospital.

Alex attended Satterfield's funeral.

<u>Margaret "Maggie' Murdaugh</u>

I interviewed Maggie Murdaugh by telephone about two weeks ago. Maggie described that the morning of the incident, she was in bed asleep. Her son Paul was asleep in his bedroom. Maggie expected Satterfield to arrive at the house at some point that day. The four dogs were outside the house and were seldom let inside the house. The chocolate lab, Bourbon, had just been picked up from obedience training a few days before.

Two employees, Ronnie Freeman and Travis Martin, were on the property working but were not near the house.

Maggie heard the dogs barking in an unusual tone, as if something had happened. She went out the front door and found Satterfield lying on her back, head toward the bottom of the steps, with a bleeding head wound. Satterfield was not carrying any objects. Satterfield's eyes were open, she was conscious, and was mumbling "gibberish." Satterfield did not what happened. Maggie shouted "Oh my God!" The four dogs were walking near Satterfield. Maggie's son Paul came outside. Ronnie Freeman and Travis Martin came up to the house. Maggie called 911 and sent Travis was sent to the highway to direct EMS when they arrived. No one rendered first aid before EMS arrived. Maggie put all of the dogs inside the house.

Alex Murdaugh arrived before EMS.

Colleton County EMS (an ambulance and a fire truck) arrived and took over care of Satterfield. Satterfield told them her name and said the current President is "Bill Clinton."

ELECTRONICALLY FILED - 2023 Jun 06 4:03 PM - HAMPTON - COMMON PLEAS - CASE#2021CP2500298

COMMUNICATIONS OF LUMA STARK

ELECTRONICALLY FILED - 2023 Jun 06 4:03 PM - HAMPTON - COMMON PLEAS - CASE#2021CP2500298

Maggie tried to call Satterfield's son Tony and Satterfield's sister Ginger. Tony called back and was told Satterfield was injured and being taken to a hospital.

EMS initially planned to drive Satterfield to a recreational field a few miles away, for a helicopter to land and transport Satterfield to Charleston. They decided not to do that and instead, EMS drove Satterfield to Colleton Regional Medical Center in Walterboro, South Carolina, about 30 miles away, to meet a helicopter there. Maggie and Alex drove separate vehicles. Maggie drove straight to Trident Hospital in North Charleston, where Satterfield arrived and was admitted. Maggie met Satterfield's relatives Tony, Sandra (another sister) and Ginger at the hospital. Maggie saw Satterfield in the ICU, she was sleeping but occasionally woke and stated her head hut and she was cold. Maggie said she never visited Satterfield alone. Maggie recalled that at the time of Satterfield's admission it was the peak of flu season and patients were on gurneys in every hallway. Satterfield never told Maggie why Satterfield fell.

Maggie said that Satterfield's relatives told Maggie that "the dogs tripped Gloria up." Maggie said she visited Satterfield about 5 or 6 times and that Satterfield was always 'two steps forward, but one step back" in her recovery. Eventually Maggie knew that Satterfield was declining and near death and Maggie was not surprised by that. When Satterfield did, the family called Maggie to let her know. The family never discussed any legal issues or made accusations to Maggie or Alex.

Maggie said that the chocolate lab Bourbon was "just horrible" and always whining, seeking attention, and getting excited. Maggie said it was not uncommon for the four dogs, who were friendly to visitors, to "get under people's feet" whenever people came to the house.

Maggie said that Satterfield knew the four dogs and had never experienced any problems with them. Maggie said that Satterfield had no perceived health problems that made her unsteady when standing or walking.

I asked Maggie what she thinks happened in the incident, and she believes one or more of the dogs got in Satterfield's way as Satterfield was coming up the steps.

<u>Paul Murdaugh</u>

Paul is the son of Alex and Maggie Murdaugh. I interviewed him telephonically about two weeks ago. His date of birth is April 14, 1999. He lives with his parents and is a college student, enrolled at University of South Carolina, Salkehatchie Campus, in Allendale, South Carolina.

At the time of the fall incident, Paul was asleep in his downstairs bedroom. He head the dogs barking, which was typical when someone was coming up the driveway. He heard his

ELECTRONICALLY FILED - 2023 Jun 06 4:03 PM - HAMPTON - COMMON PLEAS - CASE#2021CP2500298

mother call to him and knew something was wrong. He went on the front porch and saw Satterfield had fallen off the front steps. Maggie Murdaugh was rushing to get a telephone. Satterfield's feet were on the second or third step from the bottom and she was lying on her back. She was bleeding from a head wound and blood was on the brick landing area. Satterfield was awake, making weird noises, and not making any sense. Paul did not try to talk with her. Paul remembers that his father Alex arrived and asked what happened and that Satterfield "said something about dogs." Satterfield started throwing up and so Alex and Paul sat her up while they waited for EMS to arrive. EMS arrived and asked Satterfield her name, which Satterfield was able to give.

Paul has not spoken with Satterfield's relatives about the incident. He did not attend the funeral.

Social media was harvested for Ms. Satterfield's son Tony, who is a nurse in Beaufort, South Carolina. Tony Satterfield's Facebook Page is largely public, with several posts on updates of Ms. Satterfield from the time of the subject incident to her death. On February 2, Tony reported in a Facebook post that Ms. Satterfield fell and hit her head resulting in a hematoma. She was flown to Trident Medical and treated for a hematoma and broken ribs. At the time, he reported that Ms. Satterfield was responding. Over the next week, he reported on Ms. Satterfield's condition, and that the hematoma was going down. Ms. Satterfield had surgery to place a plate near her ribs for stabilization on February 5. On February 10, Ms. Satterfield was placed on bipap machine due to low oxygen levels. On February 11, Tony reported that Ms. Satterfield was transferred back to ICU for closer observations. She was observed for the next week and reported that she was attempting to speak, her vitals remained on the edge, and the doctors were continuing monitoring for whether Ms. Satterfield needed to be place on life support to maintain her vitals. On February 18, Tony reported that PT came and met with Ms. Satterfield and she attempted to sit on the side of the bed. She was to undergo a swallow test on February 19. A February 20 post stated that Ms. Satterfield's heart stopped and she was revived by CPR and placed on a ventilator. On February 22, Tony reported that Ms. Satterfield was still on a ventilator with no gag reflux, but reported good labs and continued monitoring. He also noted that she had opened her eyes on few occasions but it was unknown if it was due to brain activity. On February 25, Tony reported that an MRI and EEG were performed, showing a great amount of blood in the brain, causing her brain to shift back and forth. He reported in a second post on February 25 that Ms. Satterfield died.

Based on an ISO report, Satterfield was in a motor vehicle accident of some sort on February 1, 2018, the day before the subject incident. According to the report, Satterfield's vehicle struck a parked car. We do not have details about that event yet, and Mr. Murdaugh was not aware of it until I mentioned it. He believes that would have been a low-impact accident, else Ms. Satterfield would have mentioned it to him and would have called him for legal guidance.

Satterfield is survived by two adult sons. Bryan lived with her in Hampton County and Tony, mentioned above, lives in Beaufort County. Tony is the estate representative. Bryan is mentally

ELECTRONICALLY FILED - 2023 Jun 06 4:03 PM - HAMPTON - COMMON PLEAS - CASE#2021CP2500298

disabled and has not worked outside the home. He was dependent on Ms. Satterfield for support. An estate has been opened in Hampton County.

We received some of Satterfield's medical records from claimant counsel on October 29th. Counsel basically provided the CAREflight records and the Trident hospital records, including bills. He did not provide some records I had requested earlier, including Colleton County EMS records, Satterfield's personal physician's records, records for earlier and unrelated treatments at local hospitals we are aware of, or pharmacy records.

I have completed an initial review of the CAREflight and Trident Hospital records. Satterfield had a significant history of chronic kidney disease and high blood sugar. Whether that contributed to her fall at the Murdaugh's house I cannot tell. There is no reference in any medical record of how and why Satterfield fell, only that she fell from "standing height" down a few stairs. There is no reference to dogs causing her fall. The admitting emergency doctor's note state: "*She does not know why she fell.*"

In the fall, she sustained a right-sided head laceration, a right sided subdural hematoma, a traumatic brain injury, multiple left-side posterior rib fractures, a partially collapsed lung, and a pulmonary contusion. Her Glasgow Coma score per CAREflight was 14, which is abnormal and suggests a head injury (15 is normal). As you may know, a traumatic brain injury can cause amnesia of the pre-incident activity and some post-incident activity.

Whenever older ladies have a fall I am curious about their serum sodium level. Satterfield's level was 136 as charted by CAREflight, which is the very bottom of the 'normal' range. Her serum sodium level at Trident Hospital was 135. It is unclear whether IV's administered by EMS would have affected that reading. But, hyponatremia conceivably could have been a cause of Satterfield's fall.

At Trident Hospital she had surgery to repair her broken ribs and to reconstruct her chest wall, and to remove significant blood in her chest cavity. The SDH was evaluated and determined to not be operable. Doctors also suspected but never located a bowel perforation. She developed a pleural effusion and already had the partially-collapsed left lung. She had bilateral chest drains. There is charting by radiology to the effect that at one point her endotracheal tube was positioned too far in (touching the carina) and that an arterial line was in the wrong place, both of which eventually were rectified. Basically she had several severe injuries being managed which together created a greater risk of a downward decline. After a few days she was moved out of the ICU, she appeared by nurse observation to be doing better, then she declined, and was returned to the ICU and eventually placed on a ventilator. She developed a pneumonia of unknown origin; although doctors were aware of sinusitis they never diagnosed the source of pneumonia. She developed fluid in her lungs and had a heart attack and coded. She appears to have sustained anoxic brain injury and went into a deep coma. Her brain activity was evaluated by EEG and the family was told

CONFIDENTIAL ATTORNEY WORK PRODUCT

she had a very slim chance of ever waking up. She removed from life support at request of the family, was moved to hospice briefly, and died. It appears that her right sided SDH never subsided or cleared, and she continued to have some amount of midline shift in her brain the entire course.

Attorney Cory Fleming, who is a partner with the Moss, Kuhn, and Fleming law firm in Beaufort, South Carolina, has been retained by claimants. Fleming is a very capable attorney and focuses his practice on personal injury and criminal defense. I recently settled a less serious slip/fall case with Mr. Fleming. Alex Murdaugh worked at Mr. Fleming's law firm a few years after law school – twenty years ago - before Murdaugh joined his current firm in Hampton.

Mr. Murdaugh does not want to be sued over this matter if practical and possible to avoid that, as he sees that a wrongful death lawsuit would be detrimental to him personally and professionally in that small, rural community.

Venue of any filed lawsuit is a key issue. If suit were to be filed, it may be filed in Colleton County (where the incident and Satterfield's injury occurred) or in Hampton County (where the Murdaughs reside.) See S.C. Code Ann. § 15-7-30(C) (stating a civil action against a resident individual defendant must be brought and tried in the county in which the defendant resides or where the most substantial part of the alleged act or omission giving rise to the cause of action occurred). It is highly likely we could get a suit venue transferred from Colleton County to Hampton County. Both of these counties sit within the Fourteenth Judicial Circuit in South Carolina. The Fourteenth Judicial Circuit is known to be a plaintiff-friendly circuit. Hampton County is among the most pro-plaintiff trial venues in South Carolina, largely because of the influence of Mr. Murdaugh's law firm in pursuing cases there. Colleton County is not considered quite as plaintiff-friendly as Hampton County. Given Mr. Murdaugh's involvement as a party, not as an attorney for a party, I tend to think Mr. Murdaugh would be very favorably viewed by a jury in Hampton County or in Colleton County.

Absent a case being designated complex, cases are not assigned to particular judges in South Carolina. The Fourteenth Circuit has two resident judges, Judge Perry Buckner and Judge Carmen Mullen. These judges know Mr. Murdaugh and Mr. Fleming well.

IV. Reserves and Budgeting

As articulated in our past reports, we still recommend setting loss reserves at the policy limits. It is our understanding the stated coverage amount for the Murdaugh's homeowners policy is $500,000, subject to any reservations or exclusions.

As to defense expenses, the estimated cost to finish the investigation, evaluate the claim, and to attempt to resolve it through pre-suit negotiations in a pre-suit mediation, without a suit being filed,

ELECTRONICALLY FILED - 2023 Jun 06 4:03 PM - HAMPTON - COMMON PLEAS - CASE#2021CP2500298

CONFIDENTIAL PURSUANT TO S.C. ARK

ELECTRONICALLY FILED - 2023 Jun 06 4:03 PM - HAMPTON - COMMON PLEAS - CASE#2021CP2500298

to be approximately $25,000. The estimated cost to finish the investigation, evaluate the claim, conduct pre-suit negotiations, and defend a suit to a litigated result at the trial level is approximately $125,000.

To date, billed fees and expenses are $9,015.00; unbilled fees and expenses are $300.00.

V. Current Evaluation

The claim investigation is not entirely complete. While there were no eyewitnesses to Satterfield's actual fall at the Murdaugh's home, circumstantial evidence available, together with Satterfield's post-incident statement to Murdaugh and to relatives, suggest the insured's dog or dogs were loose, were near Satterfield, and could have caused Satterfield to trip and fall down the steps and sustain her head and bodily injuries, which were a cause of her later death. I would characterize liability based on what is known at this point as probable but not clear and convincing. I think a medical review to verify Satterfield did not fall from a medical symptom would be very useful.

As previously reported, the statute controlling a cause of action related to a dog jumping on a person imposes strict liability on owners. Elmore v. Ramos, 327 S.C. 507, 489 S.E.2d 663 (Ct. App. 1997). A dog's propensity for aggression, or past attacks on people, does not have to be established and probably is not relevant to this cause of action. There is no comparative negligence to be asserted against Ms. Satterfield. Rather, we would be contesting any claim on the basis of causation relative to Ms. Satterfield's injuries and resulting death, i.e., whether the dogs caused Ms. Satterfield to fall and suffer the alleged injuries and ultimately her death.

The damages expected to be claimed are extensive. As to a Survival claim, the damages to be claimed would include almost $700,000 of medical treatment charges and Satterfield's significant pain and suffering at the accident scene and in a hospital for several weeks. Claimed damages for the Survival claim are thus estimated at perhaps $1,000,000. As to a Wrongful Death claim, those damages to be claimed would include Tony Satterfield's grief and loss of association with his mother for over 20 years, perhaps valued at a total of $1,000,000; and Bryan Satterfield's grief and loss of association with his mother for over 20 years, and also the loss of partial financial support from her while he is disabled, perhaps valued at a total of $1,300,000. The total damages claimed could thus be $3,300,000. (And again, there is no comparative fault defense to a strict liability statutory cause of action.)

Previously I indicated that I did not believe that claimants would make a settlement demand to Brit for the $500,000 coverage limits alone and to fully release the Murdaughs. However, that appears to be their proposal now, which I need to confirm this week.

I will be glad to discuss this matter with you further.

CONFIDENTIAL - ATTORNEY WORK PRODUCT - LOSS SHARK

Sincerely,

/s/ RSWjr

R. Scott Wallinger, Jr.
Shareholder

ELECTRONICALLY FILED - 2023 Jun 06 4:03 PM - HAMPTON - COMMON PLEAS - CASE#2021CP2500298

COMPLIMENTS OF LUNA SHARK

Exhibit E

ELECTRONICALLY FILED - 2023 Jun 06 4:03 PM - HAMPTON - COMMON PLEAS - CASE#2021CP2500298

COMPLIMENTS OF LUNA SHARK

ELECTRONICALLY FILED - 2023 Jun 06 4:03 PM - HAMPTON - COMMON PLEAS - CASE#2021CP2500298

From: Dick Harpootlian <rah@harpootlianlaw.com>
Sent: Tuesday, December 7, 2021 5:16 PM
To: Eric S. Bland; Jim Griffin
Cc: Holli Miller; TEAM
Subject: RE: Row 408 communication
Attachments: Satterfield Covenant Not to Execute - FINAL.docx

Comments?

From: Eric S. Bland <ericbland@blandrichter.com>
Sent: Tuesday, December 07, 2021 4:38 PM
To: Jim Griffin <JGriffin@griffindavislaw.com>
Cc: Dick Harpootlian <rah@harpootlianlaw.com>; Holli Miller <holli@harpootlianlaw.com>; TEAM <TEAM@blandrichter.com>
Subject: Re: Row 408 communication

Jim symbolically it's got to be for $4,305,000. Are back at all from 5 million but I have to have this. It's monopoly money. Also Alex is going to have to write just a very brief apology to the family saying that he is sorry for what happened and what he did to the boys and Gloria and then he takes financial responsibility

Eric S. Bland
Bland Richter, LLP
Attorneys at Law
1500 Calhoun Street (29201)
Post Office Box 72
Columbia, South Carolina 29202
t: 803.256.9664
f: 803.256.3056
c: 803.600.7476
ericbland@blandrichter.com
www.blandrichter.com

> On Dec 7, 2021, at 4:27 PM, Jim Griffin <JGriffin@griffindavislaw.com> wrote:
>
> Eric
>
> I changed the amount from 5,000,000 to $4,191,200.
>
> According to Thomas Pendarvis, there was $113,800 in the Moss Kuhn IOLTA account when you filed suit. So, I reduced the gross settlement amount of $4,305,000 by this amount, which results in $4,191,200.
>
> I haven't made any other reductions for attorneys fees ($650,055.59), expenses ($26,200), PR fee ($30,000) and mediation fees ($113,800).
>
> Also, as you know, only $3,483,431.95 was deposited into the "Forge" account. Thus, Alex will be

COMPLIMENTS OF LUNA SHARK

confessing judgment for $707,768 more than he received. This is roughly the same amount of pre-judgment interest at 8.75% for 2.5 years.

Jim

<image002.jpg>

Jim Griffin
GRIFFIN DAVIS
803 744 0800
4408 Forest Drive
Columbia, SC 29206
PO Box 999 (29202)

CONFIDENTIALITY NOTICE: This e-mail message is intended only for the personal and confidential use of the designated recipient(s) named above and may contain work product and/or attorney-client information, which is privileged, confidential or otherwise exempt from disclosure under applicable law. If you are not a named recipient, **YOU ARE HEREBY NOTIFIED** that any review, dissemination, distribution, disclosure or copying of this message and/or attachments is **STRICTLY PROHIBITED.**

If you have received this e-mail message in error, please notify us immediately at the telephone number listed above to arrange for the return and/or deletion of the original message. Thank you for your cooperation.

From: Eric S. Bland <ericbland@blandrichter.com>
Sent: Tuesday, December 7, 2021 2:49 PM
To: Dick Harpootlian <rah@harpootlianlaw.com>; Jim Griffin <JGriffin@griffindavislaw.com>; Holli Miller <holli@harpootlianlaw.com>; TEAM <TEAM@blandrichter.com>
Subject: Row 408 communication

Dick and Jim. Attached please find a proposed confession of judgment as we discussed yesterday. It contains language that will make it as non-dischargeable as we can in bankruptcy. Run it by Alex. We would like to keep Alex in the Bank of America action for about six to nine months and we will agree to the stay against him in part. We don't want them to remove it to federal court immediately. We can discuss. We have some legitimate reasons for doing this not just to defeat diversity.

Eric S. Bland
Bland Richter, LLP
Attorneys at Law
1500 Calhoun Street (29201)
Post Office Box 72
Columbia, South Carolina 29202
t: 803.256.9664
f: 803.256.3056
c: 803.600.7476
ericbland@blandrichter.com
www.blandrichter.com

<2021-12-07 Murdaugh Confession of Judgment - with watermark-revised by jmg.docx>

ELECTRONICALLY FILED - 2023 Jun 06 4:03 PM - HAMPTON - COMMON PLEAS - CASE#2021CP2500298

COURTESY OF LOLA SHARK

Exhibit F

ELECTRONICALLY FILED - 2023 Jun 06 4:03 PM - HAMPTON - COMMON PLEAS - CASE#2021CP2500298

COMPLIMENTS OF LUNA SHARK

ELECTRONICALLY FILED - 2023 Jun 06 4:03 PM - HAMPTON - COMMON PLEAS - CASE#2021CP2500298

From: Dick Harpootlian <rah@harpootlianlaw.com>
Sent: Thursday, December 9, 2021 11:08 AM
To: Ronnie Richter; jgriffin@griffindavislaw.com; Eric S. Bland
Cc: TEAM; Holli Miller
Subject: RE: Settlement & Receiver

Fine with me

From: Ronnie Richter <Ronnie@blandrichter.com>
Sent: Thursday, December 09, 2021 11:07 AM
To: Dick Harpootlian <rah@harpootlianlaw.com>; jgriffin@griffindavislaw.com; Eric S. Bland <ericbland@blandrichter.com>
Cc: TEAM <TEAM@blandrichter.com>
Subject: Settlement & Receiver

I just got off the phone with Amy Hill, who raises a very legitimate concern. Because Alex is locked down, he technically has no authority or ability to confess judgment – that is, unless the Court grants him the right.

In discussing it with Amy, it seems our best approach is to have the Receiver petition Judge Hall for relief from the injunction to permit Alex to confess. The Receiver supports the settlement we are proposing. To appease all other judgment creditors, the proposal would be to include language to the following effect: "The Receiver requests relief from the injunction to permit Mr. Murdaugh to execute the proposed Confession, while reserving for a later date arguments regarding the validity and/or priority of other judgment creditors."

What say you all? These seems necessary to me. Ronnie

Ronald L Richter, Jr.
Bland Richter, LLP
Attorneys at Law
Peoples Building, Mezzanine Level
18 Broad Street
Charleston, South Carolina 29401
t: 843.573.9900
f: 843.573.0200
Ronnie@BlandRichter.com
www.blandrichter.com

RATED BY Super Lawyers Ronald L. Richter, Jr.

LIFE MEMBER
MULTI-MILLION DOLLAR ADVOCATES FORUM
The Top Trial Lawyers In America™

Diplomat with the AMERICAN BOARD OF PROFESSIONAL LIABILITY ATTORNEYS ("ABPLA")

COMPLIMENTS OF LUNA SHARK

IRS Circular 230 DISCLOSURE: Pursuant to United States Treasury Department Regulations, this firm is now required to advise you that, unless otherwise expressly indicated, any federal tax advice contained in this communication, including all attachments and enclosures, is not intended or written to be used, and may not be used, for the purpose of (i) avoiding tax related penalties under the Internal Revenue Code or (ii) promoting, marketing or recommending to another party any tax related matters addressed herein.

FOR CLIENTS OR PROSPECTIVE CLIENTS: "ATTORNEY-CLIENT PRIVILEGED COMMUNICATION: DO NOT FORWARD THIS E-MAIL WITHOUT PERMISSION." The information contained in this transmission is privileged and confidential. It is intended only for the use of the individual or entity named above. NOTE: E-mails are not a secure method of communication. They may be copied and held by various computers through which they pass. Individuals not participating in our communication could intercept them. You have consented to receive communications from the firm via e-mail. If you should change your mind, please advise the firm immediately.

If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by sender's telephone number or e-mail address listed above or by replying to this e-mail and deleting all copies of this message and all attachments.

ELECTRONICALLY FILED - 2023 Jun 06 4:03 PM - HAMPTON - COMMON PLEAS - CASE#2021CP2500298

COMPLIMENTS OF LUNA SHARK

Exhibit G

ELECTRONICALLY FILED - 2023 Jun 06 4:03 PM - HAMPTON - COMMON PLEAS - CASE#2021CP2500298

COMPLIMENTS OF LUNA SHARK

ELECTRONICALLY FILED - 2023 Jun 06 4:03 PM - HAMPTON - COMMON PLEAS - CASE#2021CP2500298

From: Amy Hill <ahill@gwblawfirm.com>
Sent: Monday, December 13, 2021 10:53 PM
To: Dick Harpootlian
Cc: Eric S. Bland; John T. Lay; jgriffin@griffindavislaw.com; TEAM
Subject: Re: Motion to Accept Confession of Judgment

I will chat with John T and Peter about the best way to move forward.

Sent from my iPhone

On Dec 13, 2021, at 9:14 PM, Dick Harpootlian <rah@harpootlianlaw.com> wrote:

Warning – This email originated outside the GWB email system!

Please confer with John t

Sent from my iPhone

On Dec 13, 2021, at 6:59 PM, Eric S. Bland <ericbland@blandrichter.com> wrote:

Amy. Dick and I informed Judge Lee this morning that Alex would be giving and my clients would accept a $4,305,000 Confession of Judgement in the pending civil suit. Are you drafting the motion on behalf of the Receiver for the court to accept his agreement? Please let us know how John wants to proceed. Once accepted we have an agreement as to the resolution of the pending motions in the civil case. Thanks. Eric

Eric S. Bland
Bland Richter, LLP
Attorneys at Law
1500 Calhoun Street (29201)
Post Office Box 72
Columbia, South Carolina 29202
t: 803.256.9664
f: 803.256.3056
c: 803.600.7476
ericbland@blandrichter.com
www.blandrichter.com

COMPLIMENTS OF LUNA SHARK





LIFE MEMBER
MULTI-MILLION DOLLAR ADVOCATES FORUM
The Top Trial Lawyers In America™

Diplomat with the AMERICAN BOARD OF PROFESSIONAL LIABILITY ATTORNEYS ("ABPLA")

ELECTRONICALLY FILED - 2023 Jun 06 4:03 PM - HAMPTON - COMMON PLEAS - CASE#2021CP2500298

COMPLIMENTS OF LUNA SHARK

Exhibit H

ELECTRONICALLY FILED - 2023 Jun 06 4:03 PM - HAMPTON - COMMON PLEAS - CASE#2021CP2500298

COMPLIMENTS OF LUNA SHARK

ELECTRONICALLY FILED - 2023 Jun 06 4:03 PM - HAMPTON - COMMON PLEAS - CASE#2021CP2500298

From: Eric S. Bland
Sent: Monday, January 3, 2022 6:42 PM
To: Dick Harpootlian; Jim Griffin; TEAM
Subject: Fwd: covenantnottoexecute (Draft Murdaugh)
Attachments: covenantnottoexecute.docx

Dick and Jim. Happy New Year. I got a call from Amy Hill today who said that she needs either a covenant or settlement agreement to submit to the court along with the confession of judgment that we agreed upon. Dick I recall you telling me that you were going to get Alex to sign the confession of judgment And you would hold it in your file. Did Alex ever signed the confession of judgment?

You also said that you were going to make a few changes to the covenant. I've attached it again can you do it so that we can get it over to Amy Hill this week for filing. There are motions hearing scheduled in our case in a couple weeks and I wanna be able to let Judge Price know that we resolved everything. Thank you Eric

Eric S. Bland
Bland Richter, LLP
Attorneys at Law
1500 Calhoun Street (29201)
Post Office Box 72
Columbia, South Carolina 29202
t: 803.256.9664
f: 803.256.3056
c: 803.600.7476
ericbland@blandrichter.com
www.blandrichter.com

Begin forwarded message:

> **From:** "Eric S. Bland" <ericbland@blandrichter.com>
> **Date:** December 8, 2021 at 4:44:16 PM EST
> **To:** Dick Harpootlian <rah@harpootlianlaw.com>, jgriffin@griffindavislaw.com
> **Cc:** Holli Miller <holli@harpootlianlaw.com>, TEAM <TEAM@blandrichter.com>
> **Subject: covenantnottoexecute (Draft Murdaugh)**
>
> Dick and Jim. How does this look? I will be in town tomorrow assuming knee holds up. Do you want me to come to your office after eleven dick. eric

COMPLIMENTS OF LUNA SHARK

Exhibit I

ELECTRONICALLY FILED - 2023 Jun 06 4:03 PM - HAMPTON - COMMON PLEAS - CASE#2021CP2500298

COMPLIMENTS OF LUNA SHARK

From: Eric S. Bland <ericbland@blandrichter.com>
Sent: Wednesday, February 9, 2022 2:04 PM
To: ahill@gwblawfirm.com; John T. Lay <jlay@gwblawfirm.com>
Cc: Dick Harpootlian <rah@harpootlianlaw.com>; Jim Griffin <JGriffin@griffindavislaw.com>
Subject: Murdaugh Covenant and Confession of Judgment

John and Amy. As per our conversation today, attached please find the proposed covenant (this is not final as Jim has to tweak it but it is pretty close) and the COJ (which Dick and Jim have approved). Jim told me he will get us final language today on the covenant. Once these are given to Judge Hall and he approves the execution, the judgement will be filed but we will not execute. We will file an order that you don't have to get our permission to sell or transfer property. We will just be one of the victims creditors who will have no priority over other victims. We will all be part of the victim pool and then you will decide who gets compensated and what percentage. eric

Eric S. Bland

Bland Richter, LLP
Attorneys at Law
1500 Calhoun Street (29201)
Post Office Box 72
Columbia, South Carolina 29202
t: 803.256.9664
f: 803.256.3056
c: 803.600.7476
ericbland@blandrichter.com
www.blandrichter.com

ELECTRONICALLY FILED - 2023 Jun 06 4:03 PM - HAMPTON - COMMON PLEAS - CASE#2021CP2500298

COMPLIMENTS OF LUNA BARK

Exhibit J

ELECTRONICALLY FILED - 2023 Jun 06 4:03 PM - HAMPTON - COMMON PLEAS - CASE#2021CP2500298

COMPLIMENTS OF LUNA SHARK

ELECTRONICALLY FILED - 2023 Jun 06 4:03 PM - HAMPTON - COMMON PLEAS - CASE#2021CP2500298

From: Eric S. Bland
Sent: Wednesday, February 9, 2022 3:44 PM
To: Jim Griffin
Cc: Ronnie Richter; TEAM; Dick Harpootlian; ahill@gwblawfirm.com; John T. Lay
Subject: Re: Murdaugh Covenant and Confession of Judgment
Attachments: image002.jpg; 2022-02-09_CovenantNotToExecute-final.pdf

Jim. First thank you for getting to the covenant today. Second,will you notify Judge Price that the hearings on February 14 do not need to go forward and that they should be continued until Judge Hall either approves or denies the covenant and confession.

Amy, how quick can you file the motion with the attached unsigned covenant And unsigned confession of judgment for judge Hall's approval?

Eric S. Bland
Bland Richter, LLP
Attorneys at Law
1500 Calhoun Street (29201)
Post Office Box 72
Columbia, South Carolina 29202
t: 803.256.9664
f: 803.256.3056
c: 803.600.7476
ericbland@blandrichter.com
www.blandrichter.com

On Feb 9, 2022, at 3:38 PM, Jim Griffin <JGriffin@griffindavislaw.com> wrote:

Here is final, agreed upon Convenant.

We agree to the earlier Confession of Judgment document.

Jim Griffin
GRIFFIN DAVIS
803 744 0800
4408 Forest Drive
Columbia, SC 29206
PO Box 999 (29202)

CONFIDENTIALITY NOTICE: This e-mail message is intended only for the personal and confidential use of the designated recipient(s) named above and may contain work product and/or attorney-client information, which is privileged, confidential or otherwise exempt from disclosure under applicable law. If you are not a named recipient, **YOU ARE HEREBY NOTIFIED** that any review, dissemination, distribution, disclosure or copying of this message and/or attachments is **STRICTLY PROHIBITED.**

If you have received this e-mail message in error, please notify us immediately at the telephone number listed above to arrange for the return and/or deletion of the original message. Thank you for your cooperation.

COMPLIMENTS OF LUNA SHARK

From: Ronnie Richter <Ronnie@blandrichter.com>
Sent: Wednesday, February 9, 2022 3:32 PM
To: Eric S. Bland <ericbland@blandrichter.com>; TEAM <TEAM@blandrichter.com>
Cc: Jim Griffin <JGriffin@griffindavislaw.com>; Dick Harpootlian <rah@harpootlianlaw.com>; ahill@gwblawfirm.com; John T. Lay <jlay@gwblawfirm.com>
Subject: RE: Murdaugh Covenant and Confession of Judgment

Jim. I would only further tweak it to say that nothing contained "shall be construed as a waiver of Murdaugh's right to seek set-off or credit …"

He can seek it. We don't stipulate as to his entitlement to get it, but that's a fight for another day. Ronnie

---

From: Eric S. Bland <ericbland@blandrichter.com>
Sent: Wednesday, February 9, 2022 3:24 PM
To: TEAM <TEAM@blandrichter.com>
Subject: Fwd: Murdaugh Covenant and Confession of Judgment

Ronnie

Eric S. Bland
Bland Richter, LLP
Attorneys at Law
1500 Calhoun Street (29201)
Post Office Box 72
Columbia, South Carolina 29202
t: 803.256.9664
f: 803.256.3056
c: 803.600.7476
ericbland@blandrichter.com
www.blandrichter.com

Begin forwarded message:

> **From:** Jim Griffin <JGriffin@griffindavislaw.com>
> **Date:** February 9, 2022 at 3:21:55 PM EST
> **To:** "Eric S. Bland" <ericbland@blandrichter.com>, ahill@gwblawfirm.com, "John T. Lay" <jlay@gwblawfirm.com>
> **Cc:** Dick Harpootlian <rah@harpootlianlaw.com>
> **Subject: RE: Murdaugh Covenant and Confession of Judgment**
>
> Here are my tweaks. In redline and clean versions.
>
>
> **Jim Griffin**
> **GRIFFIN DAVIS**
> 803 744 0800
> 4408 Forest Drive
> Columbia, SC 29206
> PO Box 999 (29202)
>

ELECTRONICALLY FILED - 2023 Jun 06 4:03 PM - HAMPTON - COMMON PLEAS - CASE#2021CP2500298

COMPLIMENTS OF LUNA SHARK

Exhibit K

ELECTRONICALLY FILED - 2023 Jun 06 4:03 PM - HAMPTON - COMMON PLEAS - CASE#2021CP2500298

COMPLIMENTS OF LUNA SHARK

ELECTRONICALLY FILED - 2023 Jun 06 4:03 PM - HAMPTON - COMMON PLEAS - CASE#2021CP2500298

From: Jim Griffin <JGriffin@griffindavislaw.com>
Sent: Monday, March 7, 2022 9:54 AM
To: Amy Hill; John T. Lay
Cc: Eric S. Bland; TEAM; Dick Harpootlian
Subject: RE: Murdaugh - Confession of Judgment [GWB-IMANMAIN.FID930850]

To end the litigation, and avoid unnecessary litigation expense to the Satterfields.

Jim Griffin
GRIFFIN DAVIS
803 744 0800
4408 Forest Drive
Columbia, SC 29206
PO Box 999 (29202)

CONFIDENTIALITY NOTICE: This e-mail message is intended only for the personal and confidential use of the designated recipient(s) named above and may contain work product and/or attorney-client information, which is privileged, confidential or otherwise exempt from disclosure under applicable law. If you are not a named recipient, **YOU ARE HEREBY NOTIFIED** that any review, dissemination, distribution, disclosure or copying of this message and/or attachments is **STRICTLY PROHIBITED.**

If you have received this e-mail message in error, please notify us immediately at the telephone number listed above to arrange for the return and/or deletion of the original message. Thank you for your cooperation.

From: Amy Hill <ahill@gwblawfirm.com>
Sent: Monday, March 7, 2022 9:52 AM
To: Jim Griffin <JGriffin@griffindavislaw.com>; John T. Lay <jlay@gwblawfirm.com>
Cc: Eric S. Bland <ericbland@blandrichter.com>; TEAM <TEAM@blandrichter.com>; Dick Harpootlian <rah@harpootlianlaw.com>
Subject: RE: Murdaugh - Confession of Judgment [GWB-IMANMAIN.FID930850]

Jim,
John T., Peter and I will talk about this and get back to you. Just so we are clear, what was the reasoning for Alex to offer up the confession of judgment to Eric's client?

Amy

COMPLIMENTS OF LUNA SHARK

Amy L. B. Hill
Partner
ahill@GWBlawfirm.com

Gallivan, White & Boyd P.A.
Office 1201 Main Street | Suite 1200 | Columbia SC 29201
803 724 1716 Direct | 803 779 1833 Main | 803 779 1767 Fax
Mailing Post Office Box 7368 | Columbia SC 29202

vCard | BioURL | Website

This message is from the law firm Gallivan, White & Boyd, PA and may be a confidential and privileged legal communication to the named recipient(s). If you receive this message in error or are not the named recipient(s), please notify the sender and delete this email. Thank you.

ELECTRONICALLY FILED - 2023 Jun 06 4:03 PM - HAMPTON - COMMON PLEAS - CASE#2021CP2500298

From: Jim Griffin <JGriffin@griffindavislaw.com>
Sent: Monday, March 7, 2022 9:44 AM
To: John T. Lay <jlay@gwblawfirm.com>
Cc: Eric S. Bland <ericbland@blandrichter.com>; Amy Hill <ahill@gwblawfirm.com>; TEAM <TEAM@blandrichter.com>; Dick Harpootlian <rah@harpootlianlaw.com>
Subject: RE: Murdaugh - Confession of Judgment [GWB-IMANMAIN.FID930850]

Warning – This email originated outside the GWB email system!

Thanks for this. Let me discuss this with him.

Also, I assume you will oppose Alex's attempt to renounce any interest in Maggie's estate so that it will go to Buster. Correct?

Under the terms of the agreement you outline below, is Alex retaining the right to contest this, and to appeal if necessary (which likely will have to include a challenge to the appointment of a receiver in the first instance).

You can put this question under "depends."

Jim Griffin
GRIFFIN DAVIS
803 744 0800
4408 Forest Drive
Columbia, SC 29206
PO Box 999 (29202)

CONFIDENTIALITY NOTICE: This e-mail message is intended only for the personal and confidential use of the designated recipient(s) named above and may contain work product and/or attorney-client information, which is privileged, confidential or otherwise exempt from disclosure under applicable law. If you are not a named recipient, **YOU ARE HEREBY NOTIFIED** that any review, dissemination, distribution, disclosure or copying of this message and/or attachments is **STRICTLY PROHIBITED.**

If you have received this e-mail message in error, please notify us immediately at the telephone number listed above to arrange for the return and/or deletion of the original message. Thank you for your cooperation.

COMPLIMENTS OF LUNA SHARK

From: John T. Lay <jlay@gwblawfirm.com>
Sent: Monday, March 7, 2022 9:39 AM
To: Jim Griffin <JGriffin@griffindavislaw.com>
Cc: Eric S. Bland <ericbland@blandrichter.com>; Amy Hill <ahill@gwblawfirm.com>; TEAM <TEAM@blandrichter.com>; Dick Harpootlian <rah@harpootlianlaw.com>
Subject: Re: Murdaugh - Confession of Judgment [GWB-IMANMAIN.FID930850]

You can ask him I suppose but we would allow Alex to confess judgement and you guys won't pursue the motion for reconsideration. However, if later we do something you believe we aren't authorized to do - either by exceeding the order of appointment or by law you are free to argue whatever you like.

Sent from my iPhone

On Mar 7, 2022, at 9:34 AM, Jim Griffin <JGriffin@griffindavislaw.com> wrote:

Warning – This email originated outside the GWB email system!

Please tell me what your agreement with Dick is? I'm not clear about that.

Jim Griffin
GRIFFIN DAVIS
803 744 0800
4408 Forest Drive
Columbia, SC 29206
PO Box 999 (29202)

CONFIDENTIALITY NOTICE: This e-mail message is intended only for the personal and confidential use of the designated recipient(s) named above and may contain work product and/or attorney-client information, which is privileged, confidential or otherwise exempt from disclosure under applicable law. If you are not a named recipient, **YOU ARE HEREBY NOTIFIED** that any review, dissemination, distribution, disclosure or copying of this message and/or attachments is **STRICTLY PROHIBITED.**

If you have received this e-mail message in error, please notify us immediately at the telephone number listed above to arrange for the return and/or deletion of the original message. Thank you for your cooperation.

From: John T. Lay <jlay@gwblawfirm.com>
Sent: Monday, March 7, 2022 9:33 AM
To: Jim Griffin <JGriffin@griffindavislaw.com>
Cc: Eric S. Bland <ericbland@blandrichter.com>; Amy Hill <ahill@gwblawfirm.com>; TEAM <TEAM@blandrichter.com>; Dick Harpootlian <rah@harpootlianlaw.com>
Subject: Re: Murdaugh - Confession of Judgment [GWB-IMANMAIN.FID930850]

I don't understand that response as I am not clairvoyant so it depends on what? That was part of my agreement with Dick in working out the confession.

Sent from my iPad

On Mar 7, 2022, at 9:30 AM, Jim Griffin <JGriffin@griffindavislaw.com> wrote:

ELECTRONICALLY FILED - 2023 Jun 06 4:03 PM - HAMPTON - COMMON PLEAS - CASE#2021CP2500298

CONFIDENTIALITY OF LUNA SHARK

ELECTRONICALLY FILED - 2023 Jun 06 4:03 PM - HAMPTON - COMMON PLEAS - CASE#2021CP2500298

Warning – This email originated outside the GWB email system!

Depends

Jim Griffin
GRIFFIN DAVIS
803 744 0800
4408 Forest Drive
Columbia, SC 29206
PO Box 999 (29202)

CONFIDENTIALITY NOTICE: This e-mail message is intended only for the personal and confidential use of the designated recipient(s) named above and may contain work product and/or attorney-client information, which is privileged, confidential or otherwise exempt from disclosure under applicable law. If you are not a named recipient, **YOU ARE HEREBY NOTIFIED** that any review, dissemination, distribution, disclosure or copying of this message and/or attachments is **STRICTLY PROHIBITED.**

If you have received this e-mail message in error, please notify us immediately at the telephone number listed above to arrange for the return and/or deletion of the original message. Thank you for your cooperation.

From: John T. Lay <jlay@gwblawfirm.com>
Sent: Monday, March 7, 2022 9:27 AM
To: Eric S. Bland <ericbland@blandrichter.com>
Cc: Amy Hill <ahill@gwblawfirm.com>; TEAM <TEAM@blandrichter.com>; Jim Griffin <JGriffin@griffindavislaw.com>; Dick Harpootlian <rah@harpootlianlaw.com>
Subject: Re: Murdaugh - Confession of Judgment [GWB-IMANMAIN.FID930850]

But not pursuing motion for reconsideration, correct?

Sent from my iPad

> On Mar 7, 2022, at 8:17 AM, Eric S. Bland <ericbland@blandrichter.com> wrote:
>
> **Warning – This email originated outside the GWB email system!**
>
> I think you need to include his language
>
> **Eric S. Bland**
> **Bland Richter, LLP**
> Attorneys at Law
> 1500 Calhoun Street (29201)
> Post Office Box 72
> Columbia, South Carolina 29202
> t: 803.256.9664
> f: 803.256.3056
> c: 803.600.7476
> ericbland@blandrichter.com
> www.blandrichter.com

COMPLIMENTS OF LUNA-SHARK

On Mar 7, 2022, at 8:12 AM, Eric S. Bland <ericbland@blandrichter.com> wrote:

Amy. See jim's comments below. Can you assuage him?

Eric S. Bland

Bland Richter, LLP
Attorneys at Law
1500 Calhoun Street (29201)
Post Office Box 72
Columbia, South Carolina 29202
t: 803.256.9664
f: 803.256.3056
c: 803.600.7476
ericbland@blandrichter.com
www.blandrichter.com

Begin forwarded message:

> **From:** Jim Griffin <JGriffin@griffindavislaw.com>
> **Date:** March 7, 2022 at 7:37:24 AM EST
> **To:** "Eric S. Bland" <ericbland@blandrichter.com>
> **Cc:** "Dick Harpootlian (rah@harpootlianlaw.com)" <rah@harpootlianlaw.com>
> **Subject: RE: Murdaugh - Confession of Judgment [GWB-IMANMAIN.FID930850]**
>
> Eric
>
> I hate to upset the applecart, but there needs to be a provision in here qualifying that the allocation will be determined by "the Receivership Court, or other court of competent jurisdiction." Also there should be a provision stating that by entering into this confession the Debtor is not consenting to appointment of a Receiver and does not waive his right to challenge the same.
>
> Jim
>
> ---
>
> **From:** Eric S. Bland <ericbland@blandrichter.com>

ELECTRONICALLY FILED - 2023 Jun 06 4:03 PM - HAMPTON - COMMON PLEAS - CASE#2021CP2500298

COMPLIMENTS OF LUNA SHARK

Sent: Tuesday, March 1, 2022 6:31 PM
To: Jim Griffin <JGriffin@griffindavislaw.com>
Subject: FW: Murdaugh - Confession of Judgment [GWB-IMANMAIN.FID930850]

Jim. We have spent the last three weeks negotiating this. Ok? eric

---

From: Amy Hill <ahill@gwblawfirm.com>
Sent: Tuesday, March 1, 2022 5:47 PM
To: Ronnie Richter <Ronnie@blandrichter.com>; Eric S. Bland <ericbland@blandrichter.com>; John T. Lay <jlay@gwblawfirm.com>; Peter McCoy <peter@mccoylawgrp.com>; Scott Mongillo <Scott@blandrichter.com>; Mary-Ellen Shirley <MEFShirley@blandrichter.com>
Subject: FW: Murdaugh - Confession of Judgment [GWB-IMANMAIN.FID930850]

All,
Please see the attached confession of judgment with Ronnie and my changes. We are working on the motion to the Court and hope to get that out tomorrow. We will contact the Court and let them know it is coming. Hopefully no need for a hearing.

Amy

COMPLIMENTS OF LUNA SHARK

ELECTRONICALLY FILED - 2023 Jun 06 4:03 PM - HAMPTON - COMMON PLEAS - CASE#2021CP2500298



Amy L. B. Hill
Partner
ahill@GWBlawfirm.com

Gallivan, White & Boyd P.A.
Office 1201 Main Street | Suite 1200 | Columbia
803 724 1716 Direct | 803 779 1833 Mai | 803 7
Mailing Post Office Box 7368 | Columbia SC 2920

vCard | BioURL | Website

This message is from the law firm Gallivan, White & Boyd, PA
and privileged legal communication to the named recipient(s).
error or are not the named recipient(s), please notify the sender
you.

From: Lindsey Jones <ljones@gwblawfirm.com>
Sent: Tuesday, March 1, 2022 2:20 PM
To: Amy Hill <ahill@gwblawfirm.com>
Subject: Murdaugh - Confession of Judgment



Lindsey Jones
Paralegal
ljones@gwblawfirm.com

Gallivan, White & Boyd P.A.
1201 Main Street | Suite 1200 | Columbia
803 724 1702 Direct | 803 779 1833 Main
Mailing Post Office Box 7368 | Columbia S

vCard | BioURL | Website

This message is from the law firm Gallivan,
and may be a confidential and privileged le
the named recipient(s). If you receive this
are not the named recipient(s), please noti
delete this email. Thank you.

ELECTRONICALLY FILED - 2023 Jun 06 4:03 PM - HAMPTON - COMMON PLEAS - CASE# 2021CP2502288

COMPLIMENTS OF LUNA SHARP

Exhibit L

ELECTRONICALLY FILED - 2023 Jun 06 4:03 PM - HAMPTON - COMMON PLEAS - CASE#2021CP2500298

COMPLIMENTS OF LUNA SHARK

ELECTRONICALLY FILED - 2023 Jun 06 4:03 PM - HAMPTON - COMMON PLEAS - CASE#2021CP2500298

From: Eric S. Bland
Sent: Tuesday, March 15, 2022 7:09 PM
To: Price, Bentley Law Clerk (Aimee Intagliata); Price, Bentley; jgriffin@griffindavislaw.com
Cc: Price, Bentley Secretary (Tamara Walters); Ronnie Richter; Jim Griffin; Dick Harpootlian; Dick Harpootlian; John T. Lay; Amy Hill; 'peter@mccoylawgrp.com'
Subject: RE: Motions Hearings Scheduled 3/16 and 3/17 Satterfield, et. al. v. Murdaugh, et. al.

Dear Judge Price and Aimee. I along with my partner represent the Satterfields in the pending matter where the only remaining defendants are Alex Murdaugh and cousin Eddie Smith. There are a number of pending motions that are scheduled to be heard tomorrow in this matter. The parties appreciate Your Honor's patience in continuing these matters in the past. We would similarly ask that you continue them tomorrow and the one motion scheduled for Thursday as well. The parties have been working diligently with the receivers for Alex Murdaugh (John T. Lay and Peter McCoy) to get many of the matters resolved including the confession of judgment that Mr. Murdaugh is going to give my clients. Most of the agreements were reached this afternoon between Mr. Lay and Mr. Murdaugh's attorneys. My understanding is the confession of judgment is going to be submitted tomorrow to Judge Hall for his review and/or approval. As such, if approved, all of the motions between the Plaintiffs and Mr. Murdaugh will be resolved and dismissed. As such, we jointly ask that you once again continue the pending motions scheduled for March 16th until next month if you are so disposed.

Next, the Plaintiffs have obtained a default against Eddie Smith. The court scheduled the default damages hearing under Rule 55 (b) of the S.C. Rules of Civ. Proc. for Thursday March 17th. We have not had the opportunity to give the requisite and sufficient notice to Mr. Smith of the scheduling of the default damages hearing and would ask that it be rescheduled in April and once the date is selected we will get Mr. Smith personally served with the hearing notice. We are appreciative of all that you have done. Please let us know whether the continuances will be granted. Thank you. Eric Bland

Eric S. Bland
Bland Richter, LLP
Attorneys at Law
1500 Calhoun Street (29201)
Post Office Box 72
Columbia, South Carolina 29202
t: 803.256.9664
f: 803.256.3056
c: 803.600.7476
ericbland@blandrichter.com
www.blandrichter.com

RATED BY Super Lawyers Eric S. Bland

LIFE MEMBER
MULTI-MILLION DOLLAR ADVOCATES FORUM
The Top Trial Lawyers In America™

COPY DOCUMENTS OF LOWCOUNTRY

Exhibit M

ELECTRONICALLY FILED - 2023 Jun 06 4:03 PM - HAMPTON - COMMON PLEAS - CASE#2021CP2500298

COMPLIMENTS OF LUNA SHARK

ELECTRONICALLY FILED - 2022 May 06 4:48 PM - HAMPTON - COMMON PLEAS - CASE#2019CP2500198

STATE OF SOUTH CAROLINA COUNTY OF HAMPTON Renee S. Beach, as Personal Representative of the Estate of Mallory Beach, Plaintiff, vs. Gregory M. Parker, Inc. d/b/a Parker's Corporation, Richard Alexander Murdaugh, Richard Alexander Murdaugh, Jr., John Marvin Murdaugh, as PR of the Estate of Margaret Kennedy Branstetter Murdaugh, and Randolph Murdaugh, IV, as PR of the Estate of Paul Terry Murdaugh, Defendants.	IN THE COURT OF COMMON PLEAS FOURTEENTH JUDICIAL CIRCUIT C/A#: 2019-CP-25-00111 **ORDER**

This matter came before the Court for a Consent Motion for Court Consideration of Proposed Confession of Judgment by Richard A. Murdaugh to Michael Satterfield and Brian Harriott in the amount of $4,305,000 and Associated Stipulation, which matter is not related to the above-caption case (C/A#: 2019-CP-25-00111) other than the fact that the Receivership for all matters related to Richard A. Murdaugh has been ordered under the above-captioned case. Nothing herein shall be construed as an admission by any of the named Defendants to the causes of action set forth by Plaintiff Renee S. Beach, as Personal Representative of the Estate of Mallory Beach, C/A#: 2019-CP-25-00111.

IT IS SO ORDERED that Richard A. Murdaugh is permitted to sign the Proposed Confession of Judgment attached to this Order as Exhibit A.

_____
The Honorable Daniel Dewitt Hall

This ___ day of _____, 2022.

COMPLIMENTS OF LUNA SHARK

ELECTRONICALLY FILED - 2022 May 06 4:48 PM - HAMPTON - COMMON PLEAS - CASE#2019CP2500198

Hampton Common Pleas

Case Caption: Renee S. Beach , plaintiff, et al VS Gregory M. Parker, Inc. , defendant, et al

Case Number: 2019CP2500111

Type: Order/Other

So Ordered

s/Daniel D. Hall 2753

COMPLIMENTS OF LUNA SHARK

Exhibit N

ELECTRONICALLY FILED - 2023 Jun 06 4:03 PM - HAMPTON - COMMON PLEAS - CASE#2021CP2500298

COMPLIMENTS OF LUNA SHARK

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOR THE 14th JUDICIAL CIRCUIT
COUNTY OF COLLETON	)	
	)	CIVIL CASE NO: 2022-CP-15-00538
Michael "Tony" Satterfield, Individually and in his Capacity as the Personal Representative of the Estate of Gloria Satterfield, and Brian Harriott,	)	
Plaintiffs,	)	**PARTIAL RELEASE OF JUDGEMENT LIEN**
-vs-	)	
Richard Alexander "Alex" Murdaugh and Bank of America, N.A.,	)	
Defendants.	)	

Pursuant to and in accordance with Sections 15-35-350 & 360 of the 1976 S.C. Code of Laws, as amended, a "Confession of Judgment by Richard Alexander Murdaugh, Sr. and Stipulation" dated May 27, 2022 in the total amount of $4,305,000.00 unto and in favor of the above-named Plaintiffs and against the Defendant, Richard Alexander "Alex" Murdaugh, was originally entered and recorded on May 31, 2022 with the Hampton County Common Pleas Court at Civil Case No. 2021-CP-25-00298; and a Transcript of Judgment for with respect to such above-referenced Confession of Judgment in the total amount of $4,305,000.00 was thereafter entered and recorded on June 23, 2022 with the Colleton County Common Pleas Court at Civil Case No. 2022-CP-15-00538 and Transcript of Judgment was also entered and recorded on June 13, 2022 with the Hampton County Common Pleas Court at Civil Case No. 2021-CP-25-00298. Now, therefore, the Plaintiffs, Michael "Tony" Satterfield, Individually and in his Capacity as the Personal Representative of the Estate of Gloria Satterfield, and Brian Harriott, as the lawful owners and holders of the above-captioned Judgment Lien, by and through their duly authorized undersigned legal counsel in this case, in consideration of the sum of Ten and 00/100 ($10.00) Dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby confirmed and acknowledged by such Plaintiffs' undersigned legal

ELECTRONICALLY FILED - 2023 Jun 06 4:03 PM - HAMPTON - COMMON PLEAS - CASE#2021CP2500298

COMPLIMENTS OF LUNA SHARK

ELECTRONICALLY FILED - 2023 Jun 06 4:03 PM - HAMPTON - COMMON PLEAS - CASE#2021CP2500298

counsel herein, have and do now hereby partially release from the Plaintiffs' aforesaid Judgment Lien, all of their respective rights and titles and interests in or to, or acquired by or through the prior entry and recording of the above-referenced Confession of Judgment and the aforesaid Transcript of Judgment in regard thereto, so far as same is and constitutes a lien or charge or encumbrance on and upon the real property and premises being more fully and completely described, as follows, to wit:

All that certain piece or parcel or tract or lot of land being known and designated as Lot No. 2, Block CF, together with all buildings and structures and improvements thereon, situate and lying and being in Colleton County, South Carolina, in the Town of Edisto Beach, and being located on Edisto Island at the intersection of Big Bay Drive and Bay Point Drive, and being more fully shown and described and delineated and designated as Lot No. 2, Block CF, on and by reference to a Plat prepared by R. Earl Fischer, Jr., R.L.S., dated April 3, 1976 and recorded on May 13, 1976 with the Colleton County Clerk of Court's Office in Plat Book 17, at Page 24, with such property butting and bounding, now or formerly, and measuring, more or less, in accordance with and by reference being specifically craved to the aforesaid Plat, as follows: On the Northeast for a distance of Seventy Five (75.0') feet, more or less, by the right-of-way of Big Bay Drive (S.C. Secondary Road No. S-15-765); On the Southeast for a distance of One Hundred Ninety and four tenths (190.4') feet, more or less, by the right-of-way of Bay Point Drive; On the Southwest for a distance of Seventy Five (75.0') feet, more or less, by Lot No. 1, Block CF; and on the Northwest for a distance of One Hundred Ninety and four tenths (190.4') feet, more or less, by Lot No. 3, Block CF.

Being the same real estate in which a one-half (½) undivided fee-simple interest each was previously conveyed to R. Alexander Murdaugh a/k/a Richard Alexander Murdaugh, Sr. and Margaret B. Murdaugh a/k/a Margaret Kennedy Branstetter Murdaugh by a Deed from Cheryl J. Allen and Neyle D. Jones and E.M. Jones, II dated December 27, 2002 and recorded with the Colleton County Clerk of Court's Office in Record Book 1000, at Page 334; and Margaret Kennedy Branstetter Murdaugh thereafter died testate on June 7, 2021 as the owner of a one-half (½) undivided fee-simple interest in and to the above-described real estate all as more fully appears and is shown and reflected by reference to the Estate of Margaret Kennedy Branstetter Murdaugh that is being administered with the Colleton County Probate Court at Estate Case File No. 2021-ES-15-00347.

TMS NO: 354-03-00-024

PROPERTY ADDRESS: 3606 Big Bay Drive, Edisto Beach, SC 29438

Provided, however, that the above-referenced Confession of Judgment executed on May 27, 2022 by the Defendant, Richard Alexander Murdaugh, Sr., in the total amount of $4,305,000.00 unto and in favor of the Plaintiffs, Michael "Tony" Satterfield, Individually and in his Capacity as the Personal Representative of the Estate of Gloria Satterfield, and Brian Harriott, and also the aforesaid Transcript of Judgment associated therewith that was recorded on June 23, 2022 with the Colleton County Common Pleas Court at Civil Case No. 2022-CP-15-00538, shall hereafter in all respects and in all aspects, save and except as to the above-described real property and premises hereby released from such aforesaid Judgment Lien, be preserved and protected and that the lien of such above-referenced Confession of Judgment and the Transcript of Judgment subsequently recorded in regard thereto, save and except as hereby released and discharged from the real property and premises as more fully described herein above, shall remain in full legal force and effect and the terms and conditions and covenants of the aforesaid Confession of Judgment thereby secured, shall remain unchanged.

Released By: _____

Ronald L. Richter, Jr., Esquire (S.C. Bar No. 66377)
Bland & Richter Law Firm
Attorneys for the Plaintiffs
1500 Calhoun Street
Post Office Box 72
Columbia, S.C. 29202
Tel No: (803) 256-9664
Fax No: (803) 256-3056
E-Mail: ronnie@blandrichter.com
E-Mail: ericbland@blandrichter.com

SWORN to and subscribed before
me on this the 13 day of July, 2022.

_____
NOTARY PUBLIC FOR SOUTH CAROLINA
Printed Name of Notary: _____
My Commission Expires: _____

LISA M. LESCORD
Notary Public-State of South Carolina
My Commission Expires
August 13, 2025

ELECTRONICALLY FILED - 2023 Jun 06 4:03 PM - HAMPTON - COMMON PLEAS - CASE#2021CP2500298

COMPLIMENTS OF LUNA SHARK

Exhibit O

ELECTRONICALLY FILED - 2023 Jun 06 4:03 PM - HAMPTON - COMMON PLEAS - CASE#2021CP2500298

COMPLIMENTS OF LUNA SHARK

STATE OF SOUTH CAROLINA COUNTY OF HAMPTON Michael "Tony" Satterfield, Individually and in his Capacity as the Personal Representative of the Estate of Gloria Satterfield and Brian Harriott, PLAINTIFF(S) VS. Richard Alexander "Alex" Murdaugh, Sr. DEFENDANT(S).	)	IN THE COURT OF COMMON PLEAS OF THE FOURTEENTH JUDICIAL CIRCUIT Case No. 2021-CP-25-00298

PARTIAL RELEASE OF JUDGMENT

Michael "Tony" Satterfield, Individually and in his Capacity as the Personal Representative of the Estate of Gloria Satterfield and Brian Harriott, being the Judgment Creditor(s) in that certain judgment rendered in the above Case No. in the amount of $4,305,000.00 on May 31, 2022, for valuable and sufficient consideration hereby releases the aforesaid judgment against the following described real property situated in Beaufort County, State of South Carolina:

> ALL that certain piece, parcel or lot of land, situate, lying and being in the marshes and tributaries of the Harbor River, Beaufort County, South Carolina, being shown and designated as Island "A", containing 20.05 acres more or less, as shown on that certain plat prepared by Lorick V. Fanning, PLS, dated June 18, 2004, entitled "Boundary and Subdivision Survey of William's Islands," a copy of which is recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Plat Book u at Page

Beaufort County Tax Parcel Number: R300 025 000 0021 0000

This Release is PARTIAL only and shall not operate to destroy in any manner the lien of said judgment on and against any and all other real estate not specifically described herein.

Dated 11-29-, 22

ELECTRONICALLY FILED - 2023 Jun 06 4:03 PM - HAMPTON - COMMON PLEAS - CASE#2021CP2500298

COMPLIMENTS OF LUNA SHARK

Eric S. Bledsoe

Plaintiff(s) or Attorney for Plaintiff(s)

1500 Calhoun Street Col, SC 29201

Address

803-256-9664

Telephone

Acknowledgment

Grantor's Initials

ELECTRONICALLY FILED - 2023 Jun 06 4:03 PM - HAMPTON - COMMON PLEAS - CASE#2021CP2500298

COMPLIMENTS OF LUNA SHARK

Exhibit P

ELECTRONICALLY FILED - 2023 Jun 06 4:03 PM - HAMPTON - COMMON PLEAS - CASE#2021CP2500298

COMPLIMENTS OF LUNA SHARK

ELECTRONICALLY FILED - 2023 Jan 12 3:36 PM - HAMPTON - COMMON PLEAS - CASE#2021CP2500298
ELECTRONICALLY FILED - 2023 Jun 06 4:03 PM - HAMPTON - COMMON PLEAS - CASE#2021CP2500298

STATE OF SOUTH CAROLINA COUNTY OF HAMPTON Michael "Tony" Satterfield, Individually and in his Capacity as the Personal Representative of the Estate of Gloria Satterfield, and Brian Harriott, Plaintiffs, vs. Richard Alexander "Alex" Murdaugh, Sr. Defendant.	IN THE COURT OF COMMON PLEAS FOURTEENTH JUDICIAL CIRCUIT C/A#: 2021-CP-25-00298 **PARTIAL RELEASE OF JUDGEMENT LIEN**

Pursuant to and in accordance with Sections 15-35-350 & 360 of the 1976 S.C. Code of Laws, as amended, a "Confession of Judgment by Richard Alexander Murdaugh, Sr. and Stipulation" dated May 27, 2022 in the total amount of $4,305,000.00 unto and in favor of the above-named Plaintiffs and against the Defendant, Richard Alexander "Alex" Murdaugh, was originally entered and recorded on May 31, 2022 with the Hampton County Common Pleas Court at Civil Case No. 2021-CP-25-00298; and a Transcript of Judgment for with respect to such above-referenced Confession of Judgment in the total amount of $4,305,000.00 was thereafter entered and recorded on June 23, 2022 with the Colleton County Common Pleas Court at Civil Case No. 2022-CP-15-00538 and Transcript of Judgment was also entered and recorded on June 13, 2022 with the Hampton County Common Pleas Court at Civil Case No. 202 1-CP-25-00298. Now, therefore, the Plaintiffs, Michael "Tony" Satterfield, Individually and in his Capacity as the Personal Representative of the Estate of Gloria Satterfield, and Brian Harriott, as the lawful owners and holders of the above-captioned Judgment Lien, by and through their duly authorized undersigned legal counsel in this case, in consideration of the sum of Ten and 00/100 ($10.00)

COMPLIMENTS OF LUNA SHARK

Dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby confirmed and acknowledged by such Plaintiffs' undersigned legal counsel herein, have and do now hereby partially release from the Plaintiffs' aforesaid Judgment Lien, all of their respective rights and titles and interests in or to, or acquired by or through the prior entry and recording of the above-referenced Confession of Judgment and the aforesaid Transcript of Judgment in regard thereto, so far as same is and constitutes a lien or charge or encumbrance on and upon the timber located on the real property and premises being more fully and completely described, as follows, to wit:

Property with tax map numbers 152-00-00-009 and 152-00-00-013 located in Hampton County, South Carolina. The Property is generally known as the Bennett Place & Murdaugh Tract.

Provided, however, that the above-referenced Confession of Judgment executed on May 27, 2022 by the Defendant, Richard Alexander Murdaugh, Sr., in the total amount of $4,305,000.00 unto and in favor of the Plaintiffs, Michael "Tony" Satterfield, Individually and in his Capacity as the Personal Representative of the Estate of Gloria Satterfield, and Brian Harriott, and also the aforesaid Transcript of Judgment associated therewith that was recorded on June 23, 2022 with the Colleton County Common Pleas Court at Civil Case No. 2022-CP-15-00538, shall hereafter in all respects and in all aspects, save and except as to the above-described real property and premises hereby released from such aforesaid Judgment Lien, be preserved and protected and that the lien of such above referenced Confession of Judgment and the Transcript of Judgment subsequently recorded in regard thereto, save and except as hereby released and discharged from the real property and premises as more fully described herein above, shall remain in full legal force and effect and the terms and conditions and covenants of the aforesaid Confession of Judgment thereby secured, shall remain unchanged.

ELECTRONICALLY FILED - 2023 Jan 12 3:36 PM - HAMPTON - COMMON PLEAS - CASE#2021CP2500298
ELECTRONICALLY FILED - 2023 Jun 06 4:03 PM - HAMPTON - COMMON PLEAS - CASE#2021CP2500298

COMPLIMENTS OF LUNA SHARK

Ronald L. Richter, Jr., Esquire
Eric S. Bland, Esquire
Bland & Richter Law Firm
Attorneys for the Plaintiffs
1500 Calhoun Street
Post Office Box 72
Columbia, SC 29202
(803) 256-9664
(803) 256-3056
ronnie@blandrichter.com
ericbland@blandrichter.com

Attorneys for Michael "Tony" Satterfield, Individually and in his Capacity as the Personal Representative of the Estate of Gloria Satterfield, and Brian Harriott

Sworn to and subscribed before
Me on this the 15 day of December , 2022

Notary Public for South Carolina
Printed Name of Notary: Elizabeth Howell
My Commission Expires: 1/13/31

ELECTRONICALLY FILED - 2023 Jan 12 3:36 PM - HAMPTON - COMMON PLEAS - CASE#2021CP2500298
ELECTRONICALLY FILED - 2023 Jun 06 4:03 PM - HAMPTON - COMMON PLEAS - CASE#2021CP2500298

COMPLIMENTS OF LUNA SHARK

Exhibit Q

ELECTRONICALLY FILED - 2023 Jun 06 4:03 PM - HAMPTON - COMMON PLEAS - CASE#2021CP2500298

COMPLIMENTS OF LUNA SHARK

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF HAMPTON	)	CIVIL ACTION NO.: 2021CP25____
Randolph Murdaugh, IV,	)	
	)	
Plaintiff,	)	
	)	**SUMMONS**
v.	)	*(Non-Jury Action Requested)*
	)	
Richard Alexander Murdaugh,	)	
	)	
Defendant.	)	

TO THE DEFENDANT ABOVE-NAMED:

YOU ARE HEREBY SUMMONED and required to answer the complaint herein, a copy of which is herewith served upon you, and to serve a copy of your answer to this complaint upon the subscriber, at P.O. Box 457, Hampton, SC 29924, within thirty (30) days after service hereof, exclusive of the day of such service, and if you fail to answer the complaint, judgment by default will be rendered against you for the relief demanded in the complaint.

s/Randolph Murdaugh, IV

BY:_____

Randolph Murdaugh, IV (SC Bar #64305)
P.O. Box 457
Hampton, SC 29924
(803) 943-2111

October 28, 2021

Hampton, South Carolina

ELECTRONICALLY FILED - 2023 Jun 06 4:03 PM - HAMPTON - COMMON PLEAS - CASE#2021CP2500298
ELECTRONICALLY FILED - 2021 Oct 28 5:07 PM - HAMPTON - COMMON PLEAS - CASE#2021CP250357

COMPLIMENTS OF LUNA SHARK

ELECTRONICALLY FILED - 2023 Jun 06 4:03 PM - HAMPTON - COMMON PLEAS - CASE#2021CP2500298
ELECTRONICALLY FILED - 2021 Oct 28 5:07 PM - HAMPTON - COMMON PLEAS - CASE#2021CP2500357

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF HAMPTON	)	CIVIL ACTION NO.: 2021CP25_____
Randolph Murdaugh, IV,	)	
	)	
Plaintiff,	)	
	)	**COMPLAINT**
v.	)	*(Non-Jury Action Requested)*
	)	
Richard Alexander Murdaugh,	)	
	)	
Defendant.	)	

The Plaintiff alleges:

1. That Plaintiff is a citizen and resident of Hampton County, South Carolina.

2. That Defendant is a resident of the state of South Carolina.

3. In the days prior to September 2, 2021, Defendant represented to Randolph Murdaugh, IV that he needed a loan to cover an overdrawn bank account and that Defendant had already written other checks including checks to workers which will make the account more overdrawn. Defendant did not disclose that he was in poor financial condition.

4. Defendant requested that Plaintiff loan Defendant Seventy-Five Thousand and 00/100 ($75,000.00) Dollars and requested that Randolph Murdaugh, IV deposit it into Defendant's Palmetto State checking account and Randolph Murdaugh, IV agreed and deposited the Seventy-Five Thousand and 00/100 ($75,000.00) Dollars into Defendant's Palmetto State checking account. It was Plaintiff's belief that Defendant would repay the $75,000 loan within thirty (30) days and Defendant has not repaid that loan.

5. That later Randolph Murdaugh, IV transported Defendant to a rehabilitation facility for treatment for drug addiction. In order to get Defendant's treatment, Defendant requested that Randolph Murdaugh, IV pay for the initial treatment in the amount of Fifteen Thousand and 00/100 ($15,000.00)

COMPLIMENTS OF LUNA SHARK

Dollars and Randolph Murdaugh, IV wrote a check to the facility so that Defendant could get his treatment, and Randolph Murdaugh, IV has not been reimbursed by the Defendant for this money.

6. Richard Alexander Murdaugh, Jr. began selling assets of Defendant and applying the proceeds to known debts of Defendant. Upon information and belief these debts are at Palmetto State Bank and at the rehabilitation facility that was treating Defendant for his drug addiction. One asset Richard Alexander Murdaugh, Jr. was attempting to sell was a Kubota tractor and another was a rotary cutter. After receiving offers from uninterested potential buyers of these items, Richard Alexander Murdaugh, Jr. offered these items for sale to Randolph Murdaugh, IV for the same price, in exchange for cancellation of debt by Randolph Murdaugh, IV. Randolph Murdaugh, IV purchased these items in exchange for cancellation of Forty-Three Thousand Five Hundred and 00/100 ($43,500.00) Dollars in debt.

7. Of the total loan of Ninety Thousand and 00/100 ($90,000.00) Dollars, there remains Forty-Six Thousand Five Hundred and 00/100 ($46,500.00) Dollars unpaid (after cancellation of $43,500.00 for the tractor and rotary cutter).

8. Defendant is in default on the loans in the amount of Forty-Six Thousand Five Hundred and 00/100 ($46,500.00) Dollars.

WHEREFORE, Randolph Murdaugh, IV request the court to give credit for the sale of the above equipment and thereafter order judgment against Defendant in the amount of Forty-Six Thousand Five Hundred and 00/100 ($46,500.00) Dollars.

s/Randolph Murdaugh, IV

BY:_____

Randolph Murdaugh, IV (SC Bar#64305)
P.O. Box 457
Hampton, SC 29924
PH: (803) 943-2111
Email: rmurdaugh@pmped.com

October 28, 2021

ELECTRONICALLY FILED - 2023 Jun 06 4:03 PM - HAMPTON - COMMON PLEAS - CASE#2021CP2500298
ELECTRONICALLY FILED - 2021 Oct 28 5:07 PM - HAMPTON - COMMON PLEAS - CASE#2021CP250357
COMPLIMENTS OF LUNA SHARK

ELECTRONICALLY FILED - 2023 Jun 06 4:03 PM - HAMPTON - COMMON PLEAS - CASE#2021CP2500298
ELECTRONICALLY FILED - 2021 Oct 29 4:33 PM - HAMPTON - COMMON PLEAS - CASE#2021CP2500357

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF HAMPTON	)	JUDGMENT NO.: 2021CP2500357
Randolph Murdaugh, IV,	)	
	)	
Plaintiff,	)	
	)	**CONFESSION OF JUDGMENT**
v.	)	
	)	
Richard Alexander Murdaugh,	)	
	)	
Defendant.	)	

WHEREAS, the undersigned Defendant, Richard Alexander Murdaugh is justly and truly indebted to Plaintiff herein in the amount of Ninety Thousand and 00/100 ($90,000.00) Dollars, said debt arising from loans by Plaintiff to Defendant, the same being presently due and payable; and,

WHEREAS, Plaintiff has demanded payment of the debt incurred by the Defendant, but the Defendant has not paid; and,

WHEREAS, the Plaintiff and Defendant wish to avoid the time and expense of any legal action brough by Plaintiff; and,

WHEREAS, the Defendant is not represented by counsel but has been advised of his right to seek counsel and has knowingly and voluntarily waived his right to seek counsel and the Defendant understands that he has the right to contest Plaintiff obtaining judgment on this debt before a Court of competent jurisdiction; nonetheless,

The Defendant freely, knowingly, and voluntarily confess judgment in favor of the Plaintiff for the sum to Ninety Thousand and 00/100 ($90,000.00) Dollars, pursuant to Sections 15-35-350, 15-35-360 and 15-35-370, and any other applicable sections of the 1976 Code of Laws of SC, as amended, and authorizes judgment to be enrolled against him in the Office of the

COMPLIMENTS OF LUNA SHARK

Clerk of Court for Hampton County and such other counties as may be deemed appropriate by the Plaintiff.

1. That the Defendant, Richard Alexander Murdaugh, is justly and truly indebted to Randolph Murdaugh, IV in the amount below and do authorize this judgment to be enrolled against it with the Clerk of Court for Hampton County, and any other South Carolina county.

2. This Confession of Judgment is being executed and entered into freely, knowingly, and voluntarily, and without threat or duress or coercion, by the Defendant.

3. That this Confession of Judgment in the total amount of Ninety Thousand and 00/100 ($90,000.00) Dollars is justly due and owning by the Defendant, Richard Alexander Murdaugh unto Randolph Murdaugh, IV and is a valid and enforceable debt resulting from and arising out of loans to the Defendant which remains unpaid.

JUDGMENT CONFESSED BY DEFENDANT RICHARD ALEXANDER MURDAUGH.

Witness his hand and seal this 29 day of October, 2021.

Witness

Witness

RICHARD ALEXANDER MURDAUGH

ELECTRONICALLY FILED - 2023 Jun 06 4:03 PM - HAMPTON - COMMON PLEAS - CASE#2021CP2500298
ELECTRONICALLY FILED - 2021 Oct 29 4:33 PM - HAMPTON - COMMON PLEAS - CASE#2021CP2500357
COMPLIMENTS OF LUMA SHARK

STATE OF SOUTH CAROLINA)
)
COUNTY OF HAMPTON)

VERIFICATION OF STATEMENT

The Defendant above-named, being duly sworn, says that the above statement and Confession of Judgment and the facts therein mentioned are true to his own knowledge.

RICHARD ALEXANDER MURDAUGH

SWORN to and subscribed before me
this 29th day of October, 2021.

Notary Public for South Carolina
My Commission Expires: September 12, 2029

ELECTRONICALLY FILED - 2023 Jun 06 4:03 PM - HAMPTON - COMMON PLEAS - CASE#2021CP2500298
ELECTRONICALLY FILED - 2021 Oct 29 4:33 PM - HAMPTON - COMMON PLEAS - CASE#2021CP2500357
COMPLIMENTS OF LUNA SHARK

ELECTRONICALLY FILED - 2023 Jun 06 4:03 PM - HAMPTON - COMMON PLEAS - CASE#2021CP2500298
ELECTRONICALLY FILED - 2021 Nov 05 5:00 PM - HAMPTON - COMMON PLEAS - CASE#2021CP2500357

STATE OF SOUTH CAROLINA COUNTY OF HAMPTON Randolph Murdaugh, IV, Plaintiff, vs. Richard Alexander Murdaugh, Defendant.	IN THE COURT OF COMMON PLEAS FOURTEENTH JUDICIAL CIRCUIT C/A#: 2021-CP-25-00357 **MOTION FOR EMERGENCY ORDER STAYING ENFORCEMENT OF CONFESSION OF JUDGMENT**

PLEASE TAKE NOTICE that John T. Lay, Jr. and Peter McCoy, as court appointed receivers for Defendant Richard Alexander Murdaugh hereby moves this Court for an emergency Order staying the enforcement of the Confession of Judgment purported to have been granted and filed in this case on October 29, 2021. Further, the Co-Receivers move for an order extending the time to file an Answer or dispositive motion until December 29, 2021.[1] The Grounds for this Motion are as follows:

1. On October 22, 2021 Plaintiffs in several cases involving Defendant Richard Alexander Murdaugh ("Alex Murdaugh") filed a Motion to, among other things, enjoin Alex Murdaugh from hiding, concealing, misappropriating, selling, encumbering, transferring, impairing the value of, and otherwise disposing of any of Alex Murdaugh Assets (as that term is defined in the Motions) and appointing John T. Lay, Jr. and Peter McCoy as co-

[1] The Co-Receivers are making a special appearance before this Court in furtherance of their duties to protect the Alex Murdaugh's assets. This Motion is filed subject to and without waiving Defendants' ability or the Co-Receivers' ability on Defendant's behalf to file an Answer or Motion to Dismiss in the above referenced case. As noted below, the Co-Receivers intend to defend this case. To the extent necessary, Defendant hereby denies the allegations contained in the Complaint and demands strict proof thereof.

COMPLIMENTS OF LUNA SHARK

receivers over the Alex Murdaugh Assets (hereafter referred to as the "Motion for Reciever").

2. That Motion was heard on October 29, 2021.
3. Following close of business on October 28, 2021, Plaintiff, who is Defendant's brother, initiated this action by the filing of Summons and Complaint.
4. On October 29, 2021, shortly after the hearing on the Motion for Receiver was heard, Defendant Alex Murdaugh executed and filed a confession of judgment.
5. On November 1, 2021, Plaintiff filed a partial satisfaction of the alleged debt which was also dated October 29, 2021.
6. On November 1, 2021, this Court entered a form 4 Order granting the Motion for Receiver.
7. On November 4, 2021, this Court entered a formal Order Granting Temporary Injunction and Appointing Co-Receivers and Co-Receiver's Counsel (hereafter referred to as the "Order" and attached hereto as **Exhibit A**).
8. The Order enjoins Defendant Alex Murdaugh from hiding, concealing, misappropriating, selling, encumbering, transferring, impairing the value of and otherwise disposing of any of the Alex Murdaugh Assets.
9. The Order vests the co-receivers with the *exclusive* power and authority over the Alex Murdaugh Assets and also provides the the Co-Receivers authority to manage all matters related in any way to the Subject Assets to the express exclusion of any other persons except retained by this Court herein or that the Court is otherwise required to retain under applicable rules or law.

ELECTRONICALLY FILED - 2023 Jun 06 4:03 PM - HAMPTON - COMMON PLEAS - CASE#2021CP2500298
ELECTRONICALLY FILED - 2021 Nov 05 5:00 PM - HAMPTON - COMMON PLEAS - CASE#2021CP2500357
COMPLIMENTS OF LUNA SHARK

10. Execution of the Confession of Judgment in this case would violate the Order and undermine the exclusive authority of this Court and the Co-Receivers.

11. Further, the Co-Receivers are imbued with the authority to investigate such claims and must have time to investigate the authenticity and propriety (or lack thereof) of the Confession of Judgment and whether it should be set aside as fraudulent, is subject to the Statute of Elizabeth, was executed in compliance with the statutory requirements, or is otherwise invalid, void or voidable.

12. Pursuant to the Order, the Co-Receivers further intend to defend this action on Defendant's behalf and respectfully request an extension of the deadline to file such responsive pleading or dispositive motion until December 29, 2021. The Co-Receivers are currently addressing time-sensitive investigation, collection, and security issues related to the Alex Murdaugh Assets. The additional time is necessary to permit the Co-Receivers time to complete their initial efforts pursuant to the Court's Order.

For the foregoing reasons, the Co-Receivers respectfully request that this Court grant their motion and prohibit Plaintiff from taking any further steps to execute, collection or otherwise enforce, in any way, the Confession of Judgment until such other or further Order of this Court or with consent of the Co-Receivers. Co-Receivers additionally request until December 29, 2021 to file an Answer or dispositive motion in this case.

s/Amy L.B. Hill
Amy L.B. Hill, SC Bar No. 68541
Gallivan White & Boyd, PA
Post Office Box 7368
Columbia, South Carolina 29202
(803) 779-1833
ahill@gwblawfirm.com

Counsel for Co-Receivers

November 5, 2021

ELECTRONICALLY FILED - 2023 Jun 06 4:03 PM - HAMPTON - COMMON PLEAS - CASE#2021CP2500298
ELECTRONICALLY FILED - 2021 Nov 05 5:00 PM - HAMPTON - COMMON PLEAS - CASE#2021CP2500357
COMPLIMENTS OF LUNA SHARK

Exhibit R

ELECTRONICALLY FILED - 2023 Jun 06 4:03 PM - HAMPTON - COMMON PLEAS - CASE#2021CP2500298

COMPLIMENTS OF LUNA SHARK

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF HAMPTON	)	CIVIL ACTION NO.: 2021-CP-25-
	)	
John E. Parker,	)	
	)	
Plaintiff,	)	
	)	**SUMMONS**
v.	)	*(Jury Trial Requested)*
	)	
Richard Alexander Murdaugh,	)	
	)	
Defendant.	)	

TO THE DEFENDANT ABOVE-NAMED:

YOU ARE HEREBY SUMMONED and required to answer the complaint herein, a copy of which is herewith served upon you, and to serve a copy of your answer to this complaint upon the subscriber, at P.O. Box 457, Hampton, SC 29924, within thirty (30) days after service hereof, exclusive of the day of such service, and if you fail to answer the complaint, judgment by default will be rendered against you for the relief demanded in the complaint.

BY: /s/John E. Parker

John E. Parker Bar ID 4442
101 Mulberry Street East
P.O. Box 457
Hampton, SC 29924
Phone: (803) 943-2111
jparker@pmped.com

ATTORNEY FOR PLAINTIFF

October 29 ,2021
Hampton, South Carolina

ELECTRONICALLY FILED - 2023 Jun 06 4:03 PM - HAMPTON - COMMON PLEAS - CASE#2021CP2500298
ELECTRONICALLY FILED - 2021 Oct 29 11:03 AM - HAMPTON - COMMON PLEAS - CASE#2021CP2500358
COMPLIMENTS OF LUNA SHARK

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF HAMPTON	)	CIVIL ACTION NO.: 2021-CP-25-
	)	
John E. Parker,	)	
	)	
Plaintiff,	)	
	)	**COMPLAINT**
v.	)	*(Jury Trial Requested)*
	)	
Richard Alexander Murdaugh,	)	
	)	
Defendant.	)	

The Plaintiff alleges:

1. The cause of action alleged herein arose in Hampton County, South Carolina and venue is proper in Hampton County.

2. On March 5, 2021, the plaintiff loaned the defendant one hundred and fifty thousand ($150,000.00) dollars which has not been paid.

3. On May 19, 2021, the plaintiff loaned the defendant seventy-seven thousand ($77,000.00) dollars which has not been paid.

4. On July 15, 2021, the plaintiff loaned the defendant two hundred and fifty thousand (250,000.00) dollars which has not been paid.

5. The defendant owes the plaintiff four hundred seventy-seven thousand dollars. ($477,000.00)

WHEREFORE, plaintiff prays for judgment against the defendant for four hundred seventy-seven thousand dollars. ($477,000.00) actual damages.

[SIGNATURE PAGE FOLLOWS]

ELECTRONICALLY FILED - 2023 Jun 06 4:03 PM - HAMPTON - COMMON PLEAS - CASE#2021CP2500298
ELECTRONICALLY FILED - 2021 Oct 29 11:03 AM - HAMPTON - COMMON PLEAS - CASE#2021CP2500358
COMPLIMENTS OF LUNA SHARK

BY: /s/ John E. Parker

John E. Parker Bar ID 4442
101 Mulberry Street East
P.O. Box 457
Hampton, SC 29924
Phone: (803) 943-2111
jparker@pmped.com

ATTORNEY FOR PLAINTIFF

October 29, 2021
Hampton, South Carolina

ELECTRONICALLY FILED - 2023 Jun 06 4:03 PM - HAMPTON - COMMON PLEAS - CASE#2021CP2500298
ELECTRONICALLY FILED - 2021 Oct 29 11:03 AM - HAMPTON - COMMON PLEAS - CASE#2021CP2500358

COMPLIMENTS OF LUNA SHARK

ELECTRONICALLY FILED - 2023 Jun 06 4:03 PM - HAMPTON - COMMON PLEAS - CASE#2021CP2500298
ELECTRONICALLY FILED - 2021 Nov 02 3:39 PM - HAMPTON - COMMON PLEAS - CASE#2021CP250358

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF HAMPTON	)	CIVIL ACTION NO.: 2021-CP-25-00358
	)	
John E. Parker,	)	
	)	
Plaintiff,	)	
	)	**CONFESSION OF JUDGMENT**
v.	)	
	)	
Richard Alexander Murdaugh,	)	
	)	
Defendant.	)	

WHEREAS, the undersigned Defendant, Richard Alexander Murdaugh is justly and truly indebted to Plaintiff herein in the amount of Four Hundred Seventy-Seven Thousand ($477,000.00) Dollars, said debt arising from loans by Plaintiff to Defendant, the same being presently due and payable; and,

WHEREAS, Plaintiff has demanded payment of the debt incurred by the Defendant, but the Defendant has not paid; and,

WHEREAS, the Plaintiff and Defendant wish to avoid the time and expense of any legal action brought by Plaintiff; and,

WHEREAS, the Defendant is not represented by counsel but has been advised of his right to seek counsel and has knowingly and voluntarily waived his right to seek counsel and the Defendant understands that he has the right to contest Plaintiff obtaining judgment on this debt before a Court of competent jurisdiction; nonetheless,

The Defendant freely, knowingly, and voluntarily confess judgment in favor of the Plaintiff for the sum to Four Hundred Seventy-Seven Thousand ($477,000.00) Dollars, pursuant to Sections 15-35-350, 15-35-360 and 15-35-370, and any other applicable sections of the 1976 Code of Laws of SC, as amended, and authorizes judgment to be enrolled against him in the

COMPLIMENTS OF LUNA SHARK

Office of the Clerk of Court for Hampton County and such other counties as may be deemed appropriate by the Plaintiff.

1. That the Defendant, Richard Alexander Murdaugh, is justly and truly indebted to John E. Parker in the amount below and do authorize this judgment to be enrolled against it with the Clerk of Court for Hampton County, and any other South Carolina county.

2. This Confession of Judgment is being executed and entered into freely, knowingly, and voluntarily, and without threat or duress or coercion, by the Defendant.

3. That this Confession of Judgment in the total amount of Four Hundred Seventy-Seven Thousand ($477,000.00) Dollars is justly due and owning by the Defendant, Richard Alexander Murdaugh to John E. Parker and is a valid and enforceable debt resulting from and arising out of loans to the Defendant which remains unpaid.

JUDGMENT CONFESSED BY DEFENDANT RICHARD ALEXANDER MURDAUGH.

Witness his hand and seal this 2nd day of November 2021.

Witness

Witness

RICHARD ALEXANDER MURDAUGH

ELECTRONICALLY FILED - 2023 Jun 06 4:03 PM - HAMPTON - COMMON PLEAS - CASE#2021CP2500298
ELECTRONICALLY FILED - 2021 Nov 02 3:39 PM - HAMPTON - COMMON PLEAS - CASE#2021CP250358
COMPLIMENTS OF LUNA SHARK

STATE OF SOUTH CAROLINA)
)
COUNTY OF HAMPTON)

VERIFICATION OF STATEMENT

The Defendant above-named, being duly sworn, says that the above statement and Confession of Judgment and the facts therein mentioned are true to his own knowledge.

RICHARD ALEXANDER MURDAUGH

SWORN to and subscribed before me

this 2ND day of November 2021.

Notary Public for South Carolina
My Commission Expires: September 12, 2029

ELECTRONICALLY FILED - 2023 Jun 06 4:03 PM - HAMPTON - COMMON PLEAS - CASE#2021CP2500298
ELECTRONICALLY FILED - 2021 Nov 02 3:39 PM - HAMPTON - COMMON PLEAS - CASE#2021CP2500358
COMPLIMENTS OF LUNA SHARK

ELECTRONICALLY FILED - 2023 Jun 06 4:03 PM - HAMPTON - COMMON PLEAS - CASE#2021CP2500298
ELECTRONICALLY FILED - 2021 Nov 05 4:57 PM - HAMPTON - COMMON PLEAS - CASE#2021CP250358

STATE OF SOUTH CAROLINA COUNTY OF HAMPTON	IN THE COURT OF COMMON PLEAS FOURTEENTH JUDICIAL CIRCUIT
John E. Parker, Plaintiff, vs. Richard Alexander Murdaugh, Defendant.	C/A#: 2021-CP-25-00358 **MOTION FOR EMERGENCY ORDER STAYING ENFORCEMENT OF CONFESSION OF JUDGMENT**

PLEASE TAKE NOTICE that John T. Lay, Jr. and Peter McCoy ("Co-Receiver, as court appointed receivers for Defendant Richard Alexander Murdaugh hereby moves this Court for an emergency Order staying the enforcement of the Confession of Judgment purported to have been granted and filed in this case on October 29, 2021. Further, the Co-Receivers move for an order extending the time to file an Answer or dispositive motion until December 29, 2021.[1] The Grounds for this Motion are as follows:

1. On October 22, 2021 Plaintiffs in several cases involving Defendant Richard Alexander Murdaugh ("Alex Murdaugh") filed a Motion to, among other things, enjoin Alex Murdaugh from hiding, concealing, misappropriating, selling, encumbering, transferring, impairing the value of, and otherwise disposing of any of Alex Murdaugh Assets (as that term is defined in the Motions) and appointing John T. Lay, Jr. and Peter McCoy as co-receivers over the Alex Murdaugh Assets (hereafter referred to as the "Motion for Reciever and Injunction").

[1] The Co-Receivers are making a special appearance before this Court in furtherance of their duties to protect the Alex Murdaugh's assets. This Motion is filed subject to and without waiving Defendants' ability or the Co-Receivers' ability on Defendant's behalf to file an Answer or Motion to Dismiss in the above referenced case. As noted below, the Co-Receivers intend to defend this case. To the extent necessary, Defendant hereby denies the allegations contained in the Complaint and demands strict proof thereof.

COMPLIMENTS OF LUNA SHARK

ELECTRONICALLY FILED - 2023 Jun 06 4:03 PM - HAMPTON - COMMON PLEAS - CASE#2021CP2500298
ELECTRONICALLY FILED - 2021 Nov 05 4:57 PM - HAMPTON - COMMON PLEAS - CASE#2021CP2500358

2. That Motion was heard on October 29, 2021.
3. Immediately prior to that hearing, on October 29, 2021, Plaintiff, who is Defendant's former law partner, initiated this action by the filing of Summons and Complaint.
4. On November 1, 2021, this Court entered a form 4 Order granting the Motion for Receiver and Injunction.
5. In direct violation of that Order, Defendant Alex Murdaugh purportedly executed and conveyed to Plaintiff the Confession of Judgment on November 2, 2021.
6. On November 4, 2021, this Court entered a formal Order Granting Temporary Injunction and Appointing Co-Receivers and Co-Receiver's Counsel (hereafter referred to as the "Order" and attached hereto as **Exhibit A**).
7. The Order vests the co-receivers with the *exclusive* power and authority over the Alex Murdaugh Assets and also provides the the Co-Receivers authority to manage all matters related in any way to the Subject Assets to the express exclusion of any other persons except retained by this Court herein or that the Court is otherwise required to retain under applicable rules or law.
8. Execution of the Confession of Judgment in this case would violate the Order and undermine the exclusive authority of this Court and the Co-Receivers.
9. Further, the Co-Receivers are imbued with the authority to investigate such claims and must have time to investigate the authenticity and propriety (or lack thereof) of the Confession of Judgment and whether it should be set aside as fraudulent, is subject to the Statute of Elizabeth, was executed in compliance with the statutory requirements, or is otherwise invalid, void or voidable.

COMPLIMENTS OF LUKA SHARK

10. Pursuant to the Order, the Co-Receivers further intend to defend this action on Defendant's behalf and respectfully request an extension of the deadline to file such responsive pleading or dispositive motion until December 29, 2021. The Co-Receivers are currently addressing time-sensitive investigation, collection, and security issues related to the Alex Murdaugh Assets. The additional time is necessary to permit the Co-Receivers time to complete their initial efforts pursuant to the Court's Order.

For the foregoing reasons, the Co-Receivers respectfully request that this Court grant their motion and prohibit Plaintiff from taking any further steps to execute, collection or otherwise enforce, in any way, the Confession of Judgment until such other or further Order of this Court or with consent of the Co-Receivers. Co-Receivers additionally request until December 29, 2021 to file an Answer or dispositive motion in this case.

s/Amy L.B. Hill
Amy L.B. Hill, SC Bar No. 68541
Gallivan White & Boyd, PA
Post Office Box 7368
Columbia, South Carolina 29202
(803) 779-1833
ahill@gwblawfirm.com

Counsel for Co-Receivers

November 5, 2021

ELECTRONICALLY FILED - 2023 Jun 06 4:03 PM - HAMPTON - COMMON PLEAS - CASE#2021CP2500298
ELECTRONICALLY FILED - 2021 Nov 05 4:57 PM - HAMPTON - COMMON PLEAS - CASE#2021CP250358
COMPLIMENTS OF LUNA SHARK

Exhibit S

ELECTRONICALLY FILED - 2023 Jun 06 4:03 PM - HAMPTON - COMMON PLEAS - CASE#2021CP2500298

COMPLIMENTS OF LUNA SHARK

ELECTRONICALLY FILED - 2023 Jun 06 4:03 PM - HAMPTON - COMMON PLEAS - CASE#2021CP2500298

From: Ronnie Richter
Sent: Wednesday, May 31, 2023 12:23 PM
To: Eric S. Bland; Jim Griffin
Cc: rah@harpootlianlaw.com; TEAM
Subject: RE: Rule 11 Communication

Jim. We will take from your silence that the decision has been made to stay the course. On a separate front, we believe that your Motion discloses attorney client privileged information such that the privilege has been waived. This is true by virtue of the following statements that reveal you learned during the criminal trial that Alex invented the story about the dogs:

- At some point during the trial, it becomes apparent to counsel that Mr. Murdaugh in fact invented the story about dogs causing Ms. Satterfield's fall. P. 17
- During the six-week murder trial, counsel did positively learn that there were no dogs around Ms. Satterfield at the time of her fall. P. 23

Of course, the only source of this information had to be Alex Murdaugh, as there were no other surviving witnesses and no one else who could have told you that Alex invented the story. As you know, under Marshall v. Marshall, once a waiver occurs, it applies to all communications on the same subject matter. Can you identify a source other than Alex Murdaugh from whom you learned this information and who we can depose? Please let us know. Barring an answer, we will be issuing a subpoena for all communications between counsel and Murdaugh. Let us know. Regards. Ronnie

---

From: Ronnie Richter
Sent: Wednesday, May 24, 2023 11:27 AM
To: Eric S. Bland <ericbland@blandrichter.com>; Jim Griffin <JGriffin@griffindavislaw.com>
Cc: rah@harpootlianlaw.com; TEAM <TEAM@blandrichter.com>
Subject: RE: Rule 11 Communication

Jim. I said I wouldn't, but I will reply to your last question. I would prefer to avoid spending the time and money on a reply to your motion and a request for sanctions. Also, I still consider you a friend and I would like not to file a reply that I am confident you would find professional embarrassing because there is no response we can give that would not come off in that fashion. Your motion doesn't raise novel issues – it raises nonsensical issues. So your last question is what about the statutory requirements of 15-35-360, to which I offer you the following:

1. First, the Confession of Judgment was negotiated and co-authored by us, you, Dick, Amy Hill and John Lay over a period of months. You are effectively complaining about your own drafting error as a grounds for relief. Seems like a tough place to approach this from, but it is what it is.
2. By agreement of the parties, including you and Dick specifically, it was agreed that unlike most Confessions of Judgment, this one would need Court approval before Alex would be allowed to sign it. To that end, your team participated in asking the Court for permission to sign the Confession that you co-authored. But there's more …
3. The Confession provides in part that Alex "admits liability to the Judgment Creditors for the claims asserted against him in their Complaint, Civil Action No.: 2021-CP-25-00298." As such, the Complaint (and its facts) are incorporated as a basis for the judgment, as are the causes of action for which he has admitted liability, including several causes of action that seek punitive damages.
4. Just 15 days prior to filing your motion, Alex admitted in his Answer in the United States District Court that he confessed judgment to the Satterfields, thus ratifying the validity of the judgment in federal court.
5. The limited case law regarding this statute has forgiven the strict requirements in other regards.

CONFIDENTIAL PER LUNA SHARK

Respectfully, you should withdraw the motion. Either way, let us know. Thank you.

From: Ronnie Richter <Ronnie@blandrichter.com>
Sent: Tuesday, May 23, 2023 7:34 PM
To: Eric S. Bland <ericbland@blandrichter.com>; Jim Griffin <JGriffin@griffindavislaw.com>
Cc: rah@harpootlianlaw.com; TEAM <TEAM@blandrichter.com>
Subject: Re: Rule 11 Communication

A good friend of mine once told me, "I can change anything but your mind." I think that's where we find ourselves. We'll just agree to disagree. You'll do what you have to do and we will do the same. We have discharged our Rule 11 obligation. Regards. Ronnie

Get Outlook for iOS

From: Eric S. Bland <ericbland@blandrichter.com>
Sent: Tuesday, May 23, 2023 6:58:56 PM
To: Jim Griffin <JGriffin@griffindavislaw.com>
Cc: Ronnie Richter <Ronnie@blandrichter.com>; rah@harpootlianlaw.com <rah@harpootlianlaw.com>; TEAM <TEAM@blandrichter.com>
Subject: Re: Rule 11 Communication

He gave it freely and voluntarily and so did you.

Eric S. Bland
Bland Richter, LLP
Attorneys at Law
105 West Main Street
Suite D
Lexington, South Carolina 29072
t: 803.256.9664
f: 803.256.3056
c: 803.600.7476
ericbland@blandrichter.com
www.blandrichter.com

> On May 23, 2023, at 6:40 PM, Jim Griffin <JGriffin@griffindavislaw.com> wrote:
>
> Thanks for providing this detail Ronnie. What is your position regarding the statutory requirements for a confession of judgment for a non-liquidated claim?
>
> Sent from my Verizon, Samsung Galaxy smartphone
> Get Outlook for Android
>
> ---
>
> **From:** Ronnie Richter <Ronnie@blandrichter.com>
> **Sent:** Tuesday, May 23, 2023 2:15:46 PM
> **To:** Jim Griffin <JGriffin@griffindavislaw.com>; rah@harpootlianlaw.com <rah@harpootlianlaw.com>
> **Cc:** TEAM <TEAM@blandrichter.com>
> **Subject:** RE: Rule 11 Communication
>
> Not exclusive of other reasons as we will detail in a motion to follow, but the motion is without merit because:

ELECTRONICALLY FILED - 2023 Jun 06 4:03 PM - HAMPTON - COMMON PLEAS - CASE#2021CP2500298

COMPLIMENTS OF LUMA SHARK

1. One cannot rely upon their own fraud to seek relief under Rule 60 (ie. I committed fraud on the court in the underlying case and therefore I should be relieved of my confessed judgment now).
2. Murdaugh concedes (or certainly does not deny) that he stole the money, as a result of which he has unclean hands and cannot seek the equitable relief of Rule 60.
3. Murdaugh sought to use his Confession of Judgment to gain an advantage in other legal matters, including but not limited to his bond reduction hearing. Judicial estoppel prevents him now from advancing a legal position in one legal proceeding (ie. I have confessed judgment at the bond reduction hearing) and then take the opposite position in other litigation (ie. I did not confess judgment because it is a nullity).
4. The actual Petition to Approve Settlement regarding the Nautilus $3.8M says nothing about dogs causing Gloria's fall – nor does the Order approving the Settlement.
5. The Release given to Murdaugh following the Nautilus settlement includes a stipulation that Murdaugh does not admit liability (a term that he negotiated for in the settlement).
6. Nautilus hired adjusters and outside attorneys to investigate the claim and had every right and opportunity to deny the claim based on their investigation.
7. The Confession of Judgment was the product of six months of negotiation, including specifically material input from you and Dick. To suggest somehow in the motion that something was slipped past you is – well – beneath you.
8. Not only does the Confession of Judgment not serve to harm other victims of AM, the structure of the entire receiver program which we helped to author places no one at any advantage over anyone else. Unlike the attempted confessed judgment to Parker, this Confession expressly provides that it seeks no priority over others.
9. Murdaugh is guilty of spoliation of evidence in that he has murdered the only two eye witnesses to the aftermath of the fall, including most importantly Paul, who the insurance investigator notes as having been present when Alex asked Gloria what happened and who heard Gloria say "something about the dogs."

I could say more. Perhaps this is more persuasive. Either way, just let me know. Thanks. Ronnie

---

From: Jim Griffin <JGriffin@griffindavislaw.com>
Sent: Tuesday, May 23, 2023 1:15 PM
To: Ronnie Richter <Ronnie@blandrichter.com>; rah@harpootlianlaw.com
Cc: TEAM <TEAM@blandrichter.com>
Subject: Re: Rule 11 Communication

Ronnie

I'm happy to consider the reasons why you think the motion is without merit and discuss with Dick. But your conclusory assertion without more is not persuasive.

Jim

Sent from my Verizon, Samsung Galaxy smartphone
Get Outlook for Android

From: Ronnie Richter <Ronnie@blandrichter.com>
Sent: Tuesday, May 23, 2023 11:30:55 AM
To: Jim Griffin <JGriffin@griffindavislaw.com>; rah@harpootlianlaw.com <rah@harpootlianlaw.com>
Cc: TEAM <TEAM@blandrichter.com>
Subject: Rule 11 Communication

ELECTRONICALLY FILED - 2023 Jun 06 4:03 PM - HAMPTON - COMMON PLEAS - CASE#2021CP2500298

COMPLEMENTS OF LUMA SHARK

Jim and Dick. Please accept this as our Rule 11 communication regarding Defendant Murdaugh's Rule 60(b) Motion for Relief from Judgment. Respectfully, the Motion is wholly without merit. Please withdraw the Motion so that we do not have to incur the time and expense of a formal response. Barring your consent by the close of business Wednesday, I will assume that you intend to press forward. We will thereafter be forced to seek fees, costs and/or other appropriate sanctions. Regards. Ronnie

ELECTRONICALLY FILED - 2023 Jun 06 4:03 PM - HAMPTON - COMMON PLEAS - CASE#2021CP2500298

COMPLIMENTS OF LUNA SHARK