

which are constituent parts of Moselle, totaling approximately +/- 21.6 acres, from Barrett Boulware through a General Warranty Deed for \$70,000.

12. On or about May 1, 2013, J.M. Boulware executed a mortgage in favor of Alex Murdaugh in the amount of \$970,354.00 securing eight (8) tracts of land owned by J.M. Boulware (TMS 122-00-00-003 and TMS 146-00-00-004) (“the Boulware Mortgage”).

13. On or about September 24, 2014, Alex Murdaugh acquired one hundred percent (100%) fee simple ownership of the eight (8) tracts of land that secured the Boulware Mortgage through a General Warranty Deed and Deed in Lieu of Foreclosure for \$5.00 and a covenant not to sue to recover a personal judgment on the Boulware Mortgage. These eight (8) tracts are constituent parts of Moselle and total approximately +/-856 acres of Moselle’s overall acreage.

14. Moselle is located along the banks of the Salkehatchie River and, at all times pertinent to this lawsuit, contained merchantable timber, including varying forest types and age class distribution, including pine plantations, fallow fields and mature stands of pine/hardwood. In addition, Moselle has over 2.5 miles of river frontage and deer, turkey and waterfowl populations. In addition, various improvements existed on Moselle in 2016, including a residential home, a guest cottage, barn and other auxillary buildings.

15. Moselle was listed for sale by Defendant John Marvin Murdaugh on behalf of Maggie’s Estate in February 2022 for \$3,900,000.00.

16. On or about April 15, 2013, Alex Murdaugh took out a loan from Palmetto State Bank secured by a mortgage on approximately 914 acres of Moselle with a principal amount of \$1,311,855.00 (“the First Mortgage”).

17. On or about February 15, 2015, Alex Murdaugh established a line of credit from Palmetto State Bank in the principal amount of \$500,000 secured by a mortgage on the 856 acres

of Moselle he acquired fee simple title to on or about September 23, 2014; and, shortly thereafter, on or about May 13, 2015, Alex Murdaugh increased the principal amount of such line of credit from \$500,000 to \$1,000,000 (“the Line of Credit”).

18. As of December 20, 2016, Alex Murdaugh had paid down the balance on the First Mortgage to approximately \$1,069,739.24.

19. Alex Murdaugh’s equity interest in Moselle as of December 20, 2016 was significant.

20. On December 20, 2016, Alex Murdaugh purportedly sold and released his entire ownership interest in Moselle, which was wholly owned by him, to Maggie Murdaugh for and in consideration of the sum of five dollars (\$5.00) and love and affection. A certified copy of the General Warranty Deed for this purported transfer, as recorded in Hampton County and a separate copy as recorded in Colleton County, is attached as Exhibit A hereto.

21. There is no evidence that Maggie Murdaugh paid anything to Alex Murdaugh for receipt of her interest in Moselle. In fact, the opposite is true as Alex Murdaugh continued to provide monies to Maggie Murdaugh, as he had done throughout their marriage.

22. However, at some point on or about 2011, or potentially earlier, Alex Murdaugh orchestrated, planned, participated in, directed and began to execute a complex financial scheme of indefinite duration to take, divert and otherwise deprive third persons of their money unlawfully for his personal benefit, the benefit of Maggie Murdaugh, potentially unknowingly by Maggie Murdaugh, and the benefit of others associated with the financial scheme.

23. In furtherance of this financial scheme, Alex Murdaugh knowingly and unlawfully took several million dollars from multiple third persons, including but not limited to Natasha Thomas, the beneficiaries of the Estate of Hakeem Pinckney, Arthur Badger and Deon Martin and

potentially other clients whose identities may become known through the course of ongoing investigations, through a series of financial maneuvers dating back at least to 2011.

24. Pursuant to indictments against Alex Murdaugh, on or about December 21, 2011, Alex Murdaugh willfully and unlawfully deprived his former client, Natasha Thomas, of \$325,000.00 and converted such monies for his personal use.

25. Pursuant to indictments against Alex Murdaugh, on or about December 21, 2011, Alex Murdaugh willfully and unlawfully deprived the Estate of Hakeem Pinckney of \$309,581.46 and converted such monies for his personal use.

26. Pursuant to indictments against Alex Murdaugh, on or about August 29, 2012, Alex Murdaugh willfully and unlawfully deprived his former client, Natasha Thomas, of \$25,245.08 and converted such monies for his personal use.

27. Pursuant to indictments against Alex Murdaugh, on or about February 11, 2013 and on or about June 25, 2014, Alex Murdaugh willfully and unlawfully deprived his former client, Arthur Badger, of approximately \$1,325,000.00 and converted such monies for his personal use.

28. Pursuant to indictments against Alex Murdaugh, on or about August 20, 2015, Alex Murdaugh fraudulently asserted that his former client, Deon Martin, had received an additional \$500,000 in phantom funds in order to concordantly assert and retain improperly a legal fee of \$200,000 from the settlement funds intended for Deon Martin.

29. Pursuant to indictments against Alex Murdaugh, on or about October 7, 2015, Alex Murdaugh willfully and unlawfully deprived his former client, Deon Martin, of possession of \$338,056.14 and converted such monies for his personal use.

30. Upon information, in 2015 or earlier, Alex Murdaugh opened one or more bank accounts at Bank of America in his own name doing business as (d/b/a) "Forge" where he



deposited monies derived directly and indirectly from monies he misappropriated from various third persons.

31. Pursuant to indictments against Alex Murdaugh, on or about October 11, 2016, Alex Murdaugh willfully and unlawfully deprived his former client, Deon Martin, of \$45,000.00 and converted such monies for his personal use.

32. The total amount of money Alex Murdaugh willfully and unlawfully deprived Natasha Thomas, the Estate of Hakeem Pinckney, Arthur Badger and Deon Martin of totals at least \$2,567,882.68 without prejudgment interest or punitive damages applied.

33. In addition, Plaintiffs are informed and believe that Alex Murdaugh willfully and unlawfully converted and otherwise took further amounts of money from multiple other persons prior to December 20, 2016 in furtherance of the on-going unlawful financial scheme.

34. Upon information and belief, Alex Murdaugh made payments on the First Mortgage and the Line of Credit to the issuing bank using money he willfully and unlawfully converted and otherwise took from third persons prior to December 20, 2016 when he purportedly conveyed Moselle to Maggie Murdaugh.

35. As of December 20, 2016, Alex Murdaugh knew he was actually indebted to the various persons known to him from whom he had taken money. Further, Alex Murdaugh knew or should have known that such persons had existing civil claims against him for the amount of money he had consciously and unlawfully taken and damages and penalties associated with such existing tort claims (such persons, "Existing Claimholders").

36. Further, as of December 20, 2016, Alex Murdaugh intended to continue and was actively continuing to execute the financial scheme that he formulated and began to execute in 2011 (or earlier date) to defraud and unlawfully take money from third persons in the future.

Having no intention of stopping his unlawful conduct in furtherance of the scheme, Alex Murdaugh knew he would become indebted to additional persons in the future on account of his financial misconduct and otherwise (“Subsequent Claimholders”).

37. Upon information and belief, as of December 20, 2016, despite his significant equity interest in Moselle, Alex Murdaugh had other outstanding debts, notes and mortgages owed to third parties which, taken together with the money he unlawfully took from the Existing Claimholders, exceeded his gross assets and, thus, was effectively insolvent.

38. Therefore, with a view to future indebtedness and with the conscious intent of delaying, hindering, defrauding, evading and/or placing Moselle out of the reach of Existing Claimholders and Subsequent Claimholders to avoid potential judgment, Alex Murdaugh transferred his fee simple interest in Moselle to Maggie Murdaugh for “\$5.00 and Love and Affection.”

39. Given Alex Murdaugh’s equity in Moselle and other pertinent factors, Alex Murdaugh’s purported transfer of Moselle to Maggie Murdaugh on December 20, 2016 for \$5.00 (assuming the \$5.00 was actually paid) and love and affection was, as a matter of South Carolina law, equivalent to a transfer without consideration.

40. Following the transfer on December 20, 2016, Alex Murdaugh continued to hold himself out as the owner of Moselle by:

- a. continuing to make payments on the First Mortgage, as he had before the transfer, with money from his personal bank accounts, including with money that was improperly obtained from Existing Claimholders and Subsequent Claimholders, to pay down the balance as of December 20, 2016 of \$1,069,739.24 down to \$806,666.26 as of November 4, 2021, with \$13,654.36 of principal being

further advanced on this loan by Palmetto State Bank on November 5, 2021 after Maggie had died and after the Circuit Court entered the Receivership Order and associated injunction;

b. continuing to make periodic payments towards the Line of Credit, as he had done before the transfer, from his personal bank accounts with money that was improperly obtained from Existing Claimholders and Subsequent Claimholders, including a payment of \$200,000.00 on December 29, 2016 and a payment of \$459,157.55 on October 25, 2019;

c. restructuring, extending and/or renewing the First Mortgage after his purported conveyance of Moselle to Maggie Murdaugh, such that Alex Murdaugh remained as the named debtor and beneficiary of the First Mortgage, to the exclusion of Maggie Murdaugh, on the restructured, extended and/or renewed loan;

d. restructuring, extending and/or renewing the Line of Credit after his purported conveyance of Moselle to Maggie Murdaugh, such that Alex Murdaugh remained as the named debtor and beneficiary of the Line of Credit, to the exclusion of Maggie Murdaugh, on the restructured, extended and/or renewed Line of Credit;

e. continuing to draw additional funds from the Line of Credit for his own benefit after making payments on the same following the purported conveyance of Moselle to Maggie Murdaugh, with such additional funds having been spent by him;

f. taking out one or more homeowners' insurance policies on Moselle where he was listed as the named insured;



g. continuing to maintain and operate a bank account in his name only, and not jointly in Maggie Murdaugh's name, referred to as the "Farm Account" (Acct # XXXXX646) which he purportedly used to pay for expenses related to Moselle and its maintenance and operations;

h. continuing to execute documents related to the First Mortgage and the Line of Credit and request extensions to pay such debts; and

i. and doing such other things consistent with ownership as may be discovered during the course of this litigation.

41. Due to his gratuitous transfer of Moselle to his wife and continued payment of debts and expenses associated with Moselle, Alex Murdaugh's assets were significantly diminished, and he did not reserve a sufficient amount of assets to pay Existing Claimholders and Subsequent Claimholders.

42. Despite this, from December 20, 2016 until October 2021 when he was incarcerated by the State of South Carolina, Alex Murdaugh continued to enjoy the benefits of ownership of Moselle by continuing, as he had before, to:

- a. possess and control Moselle;
- b. make decisions as to the maintenance of Moselle's land, residence, accessory buildings and fixtures;
- c. reside and/or stay overnight at Moselle;
- d. pledge Moselle as collateral for various loans for which he was the beneficiary;
- e. use and enjoy Moselle for hunting and other recreational purposes;
- f. receive the benefits of any rents and/or profits from Moselle;

- g. receive monies advanced from the Line of Credit and/or other loans secured, in whole or in part, by Moselle for his personal and discretionary use; and
- h. receive such other benefits from or on account of Moselle as may be discovered during the course of this litigation.

**For a First Cause of Action**  
**Fraudulent Conveyance (Existing Claimholders)**

43. Plaintiff hereby incorporates and restates the facts alleged in Paragraphs 1 through 42 above.

44. As to Existing Claimholders to whom Alex Murdaugh was indebted at the time of his transfer of Moselle to Maggie Murdaugh on December 20, 2016, this constitutes a fraudulent transfer under South Carolina common law, S.C. Code Ann. § 27-23-10 and the Uniform Fraudulent Transfers Act because:

- a. Alex Murdaugh was indebted to the Existing Claimholders at the time of the December 20, 2016 transfer to Maggie Murdaugh; and
- b. (i) the transfer was without consideration; and (ii) Alex Murdaugh failed to retain sufficient property to pay the indebtedness to the Existing Claimholders in full; or, *alternatively*,
- c. (i) the transfer was made by Alex Murdaugh with the actual intent of defrauding his creditors; and (ii) Alex Murdaugh's intent is imputable to Maggie Murdaugh.

45. Therefore, Alex Murdaugh's transfer of Moselle to Maggie Murdaugh constitutes a fraudulent conveyance which must be set aside and deemed void and of no effect pursuant to S.C. Code Ann. § 27-23-10, South Carolina common law and principles of equity and Defendant



John Marvin Murdaugh is required to relinquish custody and possession of Moselle to Plaintiffs in accordance with the Receivership Order.

**For a Second Cause of Action**  
**Fraudulent Conveyance of Real Property (Subsequent Claimholders)**

46. Plaintiff hereby incorporates and restates the facts alleged in Paragraphs 1 through 42 above.

47. As to Subsequent Claimholders, Alex Murdaugh's transfer of his interest in Moselle to Maggie Murdaugh constitutes a fraudulent transfer under South Carolina common law, S.C. Code Ann. § 27-23-10 and the Uniform Fraudulent Transfers Act because it was:

- a. the transfer was without consideration; and
- b. it was made with a view to future indebtedness or with an actual fraudulent intent on the part of Alex Murdaugh to defraud creditors.

48. Therefore, Alex Murdaugh's transfer of Moselle to Maggie Murdaugh constitutes a fraudulent conveyance which must be set aside and deemed void and of no effect pursuant to S.C. Code Ann. § 27-23-10, South Carolina common law and principles of equity and Defendant John Marvin Murdaugh shall relinquish custody and possession of Moselle to Plaintiffs in accordance with the Receivership Order.

**Prayer for Relief**

WHEREFORE, Plaintiffs respectfully ask this Court to enter judgment that Alex Murdaugh's transfer of Moselle to Maggie Murdaugh constitutes a fraudulent conveyance which shall be set aside and deemed void and of no effect pursuant to S.C. Code Ann. § 27-23-10, South Carolina common law and principles of equity and that Defendant John Marvin Murdaugh relinquish custody and possession of Moselle to Plaintiffs in accordance with the Receivership Order.

**Gallivan, White & Boyd, P.A.**

By: 

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June 6, 2022

COURTESY OF  
LUNA SHARK MEDIA

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOURTEENTH JUDICIAL CIRCUIT
COUNTY OF HAMPTON	)	
	)	CASE NO.: 2019-CP-25-00111
Renee S. Beach, as Personal Representative	)	
of the Estate of Mallory Beach,	)	
	)	
Plaintiff,	)	
	)	<b>JOINT MOTION FOR COURT</b>
v.	)	<b>CONSIDERATION AND APPROVAL</b>
	)	<b>OF SETTLEMENT AGREEMENT</b>
	)	
Gregory M. Parker, Inc. d/b/a Parker's	)	
Corporation Richard Alexander Murdaugh,	)	
and Richard Alexander Murdaugh, Jr.,	)	
	)	
Defendants.	)	
_____	)	

Plaintiff Renee Beach, as Personal Representative of the Estate of Mallory Beach, along with Peter M. McCoy, Jr. and John T. Lay, Jr. ( hereinafter “Co-Receivers”) Richard Alexander Murdaugh, Jr., and John Marvin Murdaugh, as Personal Representative of the Estate of Margaret Kennedy Branstetter Murdaugh hereby move the Court for consideration and approval of a proposed Settlement Agreement reached after considerable negotiations between the parties to the agreement (attached hereto as Exhibit 1 and hereinafter the “Agreement”).

**BACKGROUND**

On or about December 20, 2016, Richard Alexander Murdaugh (“Alex Murdaugh”) conveyed his ownership of the 1,772 acre property commonly referred to as Moselle to Margaret Kennedy Branstetter Murdaugh (hereafter, “Maggie Murdaugh”). On June 7, 2021, Maggie Murdaugh lost her life. The circumstances of her death are the subject of murder charges currently pending against Alex Murdaugh. As a result of the 2016 transfer and her death, Moselle became an asset of the Estate of Maggie Murdaugh (hereinafter, the “Estate”).



Currently, the sole heir to the Estate is Alex Murdaugh and the largest asset of the Estate is Moselle.

On or about November 4, 2021, this Court issued an order appointing the Co-Receivers over all assets of Alex Murdaugh and certain assets of Richard Alexander Murdaugh, Jr., a/k/a Buster Murdaugh – his and Maggie Murdaugh’s son – and enjoined the transfer and encumbrance of any of Alex Murdaugh’s assets. Thereafter, the Co-Receivers took the following actions in regard to Alex Murdaugh’s interest in the Estate and in Moselle:

- (1) On March 9, 2022, the Co-Receivers challenged and sought to void the Qualified Disclaimer executed by Alex Murdaugh and filed on March 7, 2022 which sought to disclaim any and all rights and interest he has in the Estate. The Qualified Disclaimer would have resulted in Alex Murdaugh being treated as having predeceased his wife for purposes of construing her Will and, therefore, the sole devisee of the Estate would have been Buster Murdaugh. The Co-Receiver’s motion was granted, and Alex Murdaugh’s attempted disclaimer was voided. This decision has not yet been appealed.
- (2) On July 6, 2022, the Co-Receivers filed an action in the Probate Court for Colleton County against the Estate seeking to set aside the transfer of Moselle as fraudulently conveyed (hereinafter the “Fraudulent Conveyance Claim”). If the Co-Receivers prevail in this action, Moselle would no longer be an asset of the Estate but rather an asset of Alex Murdaugh’s and subject to the Co-Receiver’s control. The Fraudulent Conveyance Claim is contested by the Estate. That action is currently pending and its resolution is the subject of the proposed Settlement Agreement.

In addition to the above referenced actions, Alex Murdaugh is scheduled to stand trial for the murder of Maggie Murdaugh beginning January, 2023. If Alex Murdaugh is found guilty of murdering Maggie Murdaugh, under South Carolina law, he would be treated as having predeceased his wife for purposes of construing her Will and the sole devisee would, again, be Buster Murdaugh.

Meanwhile, Maggie Murdaugh's Estate and/or the assets therein, Alex Murdaugh and Buster Murdaugh are the subject of substantial other litigation arising out of or related to a February 24, 2019, boat crash including the following:

- A. Renee Beach, as Personal Representative of the Estate of Mallory Beach v. Gregory Parker Inc., et al., including Richard Alexander Murdaugh, Jr. and the Estate of Margaret Kennedy Branstetter Murdaugh (2019-CP-25-00111);
- B. Morgan Doughty v. Gregory Parker, Inc., et al., including Richard Alexander Murdaugh, Jr. and the Estate of Margaret Kennedy Branstetter Murdaugh (2022-CP-25-00037); and
- C. Miley Altman v. Gregory Parker, Inc., et al., including Richard Alexander Murdaugh, Jr. and the Estate of Margaret Kennedy Branstetter Murdaugh (2022-CP-25-00036)

(collectively, the "Boat Crash Litigation").

Additionally, the plaintiffs in the Boat Crash Litigation have filed claims in the Probate Court against the Estate. To date, counsel for the Estate have incurred approximately \$290,000.00 in attorneys' fees and have yet to conduct formal discovery or litigate the Fraudulent Conveyance Claim. All parties expect the litigation of the Fraudulent Conveyance Claim to result in substantial additional legal fees and costs which would reduce the amount recoverable through continued litigation of the claim.

The undersigned as Counsel for the Boat Crash Litigation plaintiffs, the Co-Receivers and their counsel, John Marvin Murdaugh and counsel for the Estate, and Buster Murdaugh and his counsel, met on January 5, 2023, after months of negotiations, a failed mediation and a prior hearing with the Probate Court, to resolve all claims against the Estate and its assets. The resulting Settlement Agreement is attached hereto as Exhibit 1.

### **THE SETTLEMENT AGREEMENT**

Plaintiff Renee Beach, as Personal Representative of the Estate of Mallory Beach, along with the Co-Receivers, Richard Alexander Murdaugh, Jr., and John Marvin Murdaugh, as Personal Representative of the Estate recommend approval of this Settlement Agreement. Pursuant to the terms of the Settlement Agreement, the Receivership will receive \$275,000 “in settlement of the Fraudulent Conveyance Claim and to be held in the common fund under the custody and control of the Co-Receivers.” However, because of the Gordian knot of varying claims and interests, including that of the Co-Receivers, a resolution of the Co-Receivers’ claims against the Estate could not be resolved without the participation and inclusion of other interested parties. Therefore, the Settlement Agreement resolves several claims against the Estate which are outside the purview of the Receivership.

As a result of this negotiated settlement of the varying claims against the Estate’s assets, the balance of the Estate certainly does not accrue to the benefit of Alex Murdaugh and largely does not accrue to the benefit of his family other than to the extent he may receive a set-off in the future from the amounts that will ultimately be paid to the plaintiffs in the Boat Crash Litigation. Importantly, John Marvin Murdaugh, as personal representative of the Estate, has agreed to waive his right to a personal representative fee in a good faith effort to help resolve the web of



issues involving the Estate and its assets. Accordingly, the Estate's funds will be distributed under the Settlement Agreement to other claimants as follows:

- (1) The Estate's legal fees and expenses in the amount of approximately \$290,000;
- (2) \$6,511.52 to Laura Jones, LLC, who also filed a claim against the Estate in the Probate Court, in satisfaction of her creditor claim against the Estate;
- (3) \$12,305.28 to John Marvin Murdaugh for personal funds advanced on behalf of the Estate and in satisfaction of his outstanding creditor claim against the Estate;
- (4) \$100,000 to Joseph McCulloch, Esquire as counsel for Connor Cook to release his claim against Buster Murdaugh in Connor Cook v. Gregory Parker, Inc., aka Parker's Corporation d/b/a Parkers 55, Tajeeha Cohen, Richard Alexander Murdaugh and Richard Alexander Murdaugh, Jr. (2021-CP-25-00303).;
- (5) \$530,000 to Buster Murdaugh as devisee of the Estate;
- (6) \$275,000 to the Co-Receivers; and
- (7) The balance<sup>1</sup> to Mark Tinsley, Esquire on behalf of Renee Beach as Personal Representative for the Estate of Mallory Beach, Morgan Doughty, and Miley Altman, respectively.

The consideration and satisfaction or partial satisfaction of these other claims in resolving the Co-Receivers' disputed claims against the same pool of Estate assets is consistent with the Co-Receivers obligations and duties pursuant to the Order appointing them. The Co-Receivers have determined that the Settlement Agreement is reasonable and in the best interests of the Receivership as a whole. The ultimate resolution of these claims and costs to the Estate of defending the same would reduce the ultimate value of the Estate to its beneficiaries whether that

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<sup>1</sup> The Settlement Agreement is also contingent upon the resolution of creditor claims by Palmetto State Bank for an amount no greater than \$25,000. The balance of the Estate will be further decreased by the amount of any such resolution if reached.

ultimately be Alex Murdaugh or Buster Murdaugh. The resolution of the claims against the Estate - including the Fraudulent Conveyance Claim - preserves the value of the Estate. Further, this settlement maximizes the Estate assets to the best extent practicable for the benefit of the unliquidated claimants against the Estate by avoiding the uncertainty of protracted litigation.

Alex Murdaugh's status as the beneficiary of the Estate and the Co-Receiver's ability to access funds associated with the sale of Moselle was subject to substantial risk. First, Alex Murdaugh's status as sole beneficiary of the Estate was contingent. Alex Murdaugh attempted to disclaim his interest on March 7, 2022. While that disclaimer was declared void by Order of this Court dated June 7, 2022, that decision is subject to appeal. Resolving this issue now reduces the costs and months of time that would necessarily be devoted to the trial of the Fraudulent Conveyance Claim, as well as any such appeal that could follow either this Court's order of June 7, 2022, or the trial of the Fraudulent Conveyance Claim itself and eliminates any risk that the Qualified Disclaimer would be allowed against the argument of the Co-Receiver.<sup>2</sup> Additionally, South Carolina's slayer statute would prevent Alex Murdaugh from inheriting from the Estate to the extent he is found guilty of murdering Maggie Murdaugh. That trial is scheduled to begin to January 23, 2023. If either the disclaimer is allowed or Alex Murdaugh is found guilty of murder, his status as beneficiary of the Estate would be eliminated. As a result, Alex Murdaugh's ultimate ability to remain sole beneficiary is the subject of legitimate question.

If Alex Murdaugh's status as beneficiary was voided by operation of the disclaimer or the slayer statute, the only other avenue for collection by the Co-Receiver against the Estate of Moselle was through the Fraudulent Conveyance Claim against the Estate. While the Fraudulent Conveyance Claim has its merits and strengths, it is certainly not without potential risks. More

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<sup>2</sup> Mechanically, the Settlement Agreement contemplates that Alex Murdaugh be permitted to disclaim his interest in the Estate and the Order voiding that disclaimer be withdrawn. For purposes of effectuating this Settlement Agreement only, the Co-Receiver consent to Alex Murdaugh disclaiming his interest in the Estate.

importantly, the litigation of the Fraudulent Conveyance Claim not only carries substantial litigation risks of costs, time, appeals, and potential for a negative result, the Co-Receiver's standing to bring the action to begin with is also under attack.

As it relates to the Receivership, the Settlement Agreement resolves the Co-Receiver's Fraudulent Conveyance Claim for \$275,000. However, the benefits are not so limited. The Settlement Agreement benefits the Receivership by also (1) eliminating significant costs of complex litigation and any resulting appeals by beneficially resolving with finality Alex Murdaugh's disclaimer of interest and the Co-Receiver's Fraudulent Conveyance Claim, (2) permitting the sale of Moselle during current market conditions which, as detailed below, allows the Receivers to receive additional funds, (3) substantially reducing actual and potential claims against the Receivership's funds by partially satisfying claims made by other parties including but not limited to the Plaintiff in the above captioned action, and (4) eliminating the risk associated with Alex Murdaugh's murder trial and its impact on his status as beneficiary of Maggie Murdaugh's Estate. Additionally, notice of this Settlement Agreement is being provided to Estate creditors to allow any objection to be heard. The Settlement Agreement is subject to Probate Court Approval. This Motion is also being provided to persons upon information and belief who are making a claim or could be making a claim against Alex Murdaugh and/or the Receivership Fund. Based on the above, the Plaintiff and Co-Receiver respectfully request this Court approve the Settlement Agreement, dismiss Richard Alexander Murdaugh, Jr. from this action with prejudice and relieve him personally from the Receivership and injunction as it relates to him, dismiss John Marvin Murdaugh, as Personal Representative of the Estate of Margaret Kennedy Branstetter Murdaugh from this action, and give the Plaintiff leave to amend her complaint to reflect these dismissals.



**MOSELLE**

As detailed in its prior Motion for the Approval of a Settlement with Palmetto State Bank, the Co-Receivers will receive sums related to the sale of Moselle in addition to the \$275,000 described above. Specifically, as part of satisfaction of the mortgage, the Co-Receivers are entitled to direct collection of all interest and fees outstanding on the two loans associated with the Moselle property. Approving the settlement agreement and permitting the sale of Moselle will free these sums for the Receivership as well.

**CONCLUSION**

For the reasons described herein, the Co-Receivers ask that the Court approve the Settlement Agreement attached hereto as Exhibit 1 and authorize the Co-Receivers to execute such agreements as are necessary to effectuate the same.

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SETTLEMENT AGREEMENT

WHEREAS, on the early morning of February 24, 2019, a boating crash occurred, which resulted in the death of Mallory Beach, and injuries to some of the other passengers in the boat; and

WHEREAS, as a result of the boating crash, the following lawsuits, among others, have been filed in the Court of Common Pleas in Hampton County, South Carolina:

- A. Renee Beach, as Personal Representative of the Estate of Mallory Beach v. Gregory Parker Inc. including Richard Alexander Murdaugh, Jr. and the Estate of Margaret Kennedy Branstetter Murdaugh (2022-CP-25-00111),
- B. Morgan Doughty v. Gregory Parker, Inc., including Richard Alexander Murdaugh, Jr. and the Estate of Margaret Kennedy Branstetter Murdaugh (2022-CP-25-00037),
- C. Miley Altman v. Gregory Parker, Inc., including Richard Alexander Murdaugh, Jr. and the Estate of Margaret Kennedy Branstetter Murdaugh (2022-CP-25-00036),
- D. Connor Cook v. Gregory Parker, Inc., aka Parker’s Corporation d/b/a Parkers 55, Tajeeha Cohen, Richard Alexander Murdaugh and Richard Alexander Murdaugh, Jr. (2021-CP-25-00303); and,

WHEREAS, on June 7, 2021, Margaret Kennedy Branstetter Murdaugh and Paul Terry Murdaugh lost their lives; and,

WHEREAS, on November 4, 2021, the Honorable Daniel D. Hall, Circuit Judge, issued an order appointing John T. Lay, Jr., Esquire and Peter M. McCoy, Jr., Esquire as Co-Receivers over any assets of Richard Alexander Murdaugh and Richard Alexander Murdaugh, Jr. (the “Co-Receivers”) and issued an injunction barring Richard Alexander Murdaugh from transferring or encumbering any of his assets; and,



WHEREAS, on August 15, 2005, Margaret Kennedy Branstetter Murdaugh executed her Last Will and Testament, which provided that upon her death her property, both real and personal, was devised to her husband, Richard Alexander Murdaugh. The Will further provided that if she were predeceased by Richard Alexander Murdaugh, all her property was left to her two sons, Richard Alexander Murdaugh, Jr. and Paul Terry Murdaugh; and,

WHEREAS, on December 21, 2021, the estate of Margaret Kennedy Branstetter Murdaugh (the "Estate") was opened in the Probate Court of Colleton County (Case No. 2021-ES-15-00347) and later assigned to Georgetown County Probate Judge Leigh Powers Boan (Case No: 2022-ES-15-00397); and,

WHEREAS, John Marvin Murdaugh (the "Personal Representative") is the duly-appointed personal representative of the Estate; and,

WHEREAS, Renee Beach, as Personal Representative of the Estate of Mallory Beach, Morgan Doughty and Miley Altman have filed claims against the Estate of Margaret Kennedy Branstetter Murdaugh arising from their losses, injuries and claims associated with their respective lawsuits; and

WHEREAS, on or about December 20, 2016, Richard Alexander Murdaugh transferred, sold and released his ownership in approximately 1,772 acres of land, located in Hampton and Colleton Counties ("Moselle Property") to Margaret Kennedy Branstetter Murdaugh; and,

WHEREAS, on or about March 7, 2022, Richard Alexander Murdaugh, Sr. executed a Qualified Disclaimer as to any and all of his rights and interest in the Estate; and,

WHEREAS, on or about March 9, 2022, the Co-Receivers filed a motion seeking to void Richard Alexander Murdaugh's Qualified Disclaimer due to the injunction by Judge Hall; and,



WHEREAS, if Richard Alexander Murdaugh, Sr.'s Qualified Disclaimer is effective, he would be treated as having predeceased his wife for purposes of construing her Last Will & Testament and her sole devisee would be her son Richard Alexander Murdaugh, Jr.;

WHEREAS, Richard Alexander Murdaugh, Sr. is scheduled to stand trial for the murder of his wife Margaret Kennedy Branstetter Murdaugh; and

WHEREAS, pursuant to S.C. Code section 62-2-803, if Richard Alexander Murdaugh, Sr. is found guilty of murdering Margaret Kennedy Branstetter Murdaugh, he would be treated as having predeceased his wife for purposes of construing her Last Will & Testament and her sole devisee would be her son Richard Alexander Murdaugh, Jr., which is the same legal result as the Qualified Disclaimer; and

WHEREAS, John Marvin Murdaugh, as Personal Representative of the Estate has incurred costs and attorney fees in the administration of the Estate for which he and his attorneys have petitioned the Probate Court to allow to be paid from the Estate's assets; and

WHEREAS, Renee Beach, as Personal Representative of the Estate of Mallory Beach, Morgan Doughty and Miley Altman have filed certain objections to the petitions to allow payment of attorneys' fees and costs; and

WHEREAS, on or about, July 6, 2022, the Co-Receivers filed an action in the Probate Court for Colleton County seeking to set aside the transfer of the Moselle Property from Richard Alexander Murdaugh, Sr. to Margaret Kennedy Branstetter Murdaugh (hereinafter the "Fraudulent Conveyance Claim"); and

WHEREAS, little to no formal discovery has been conducted in the Fraudulent Conveyance Claim but will be hotly contested and therefore there will be substantial additional legal fees and expenses to prosecute that case to conclusion; and





WHEREAS, the plaintiffs, in the following lawsuits and their attorneys; the Co-Receivers and their attorneys; the Personal Representative and his attorneys; and Richard Alexander Murdaugh, Jr. and his attorneys (all set forth below and collectively “the Parties”); agree that it is in the best interests of all involved to avoid the costs of protracted litigation and to preserve the available assets to the best extent possible.

Attorney	Client(s)	Matter
Mark B. Tinsley	Renee Beach, as Personal Representative of Mallory Beach	Renee Beach, as Personal Representative of the Estate of Mallory Beach v. Gregory Parker Inc., et al (2022-CP-25-00111)
	Morgan Doughty	Morgan Doughty v. Gregory Parker, Inc., et al (2022-CP-25-00037)
	Miley Altman	Miley Altman v. Gregory Parker, Inc., et al (2022-CP-25-00036)
Joseph M. McCulloch	Connor Cook	Connor Cook v. Gregory Parker, Inc., aka Parker’s Corporation d/b/a Parkers 55, Tajeeha Cohen, Richard Alexander Murdaugh and Richard Alexander Murdaugh, Jr. (2021-CP-25-00303)
Amy L. B. Hill	John T. Lay, Receiver	Renee Beach, as Personal Representative of the Estate of Mallory Beach v. Gregory Parker Inc., et al (2022-CP-25-00111)
	Peter McCoy, Receiver	
William A. Coates  William G. Newsome III	John M. Murdaugh, as Personal Representative of Margaret Kennedy Branstetter Murdaugh	Renee Beach, as Personal Representative of the Estate of Mallory Beach v. Gregory Parker Inc. (2022-CP-25-00111)



<p>Everette W. Bennett, Jr.</p>		<p>Morgan Doughty v. Gregory Parker, Inc., et al (2022-CP-25-00037)</p>
		<p>Miley Altman v. Gregory Parker, Inc., et al (2022-CP-25-00036)</p>
<p>Adam N. Yount  E. Elliot Condon</p>	<p>Richard Alexander Murdaugh, Jr.</p>	<p>Renee Beach, as Personal Representative of the Estate of Mallory Beach v. Gregory Parker Inc. (2022-CP-25-00111)</p>
		<p>Morgan Doughty v. Gregory Parker, Inc., et al (2022-CP-25-00037)</p>
		<p>Miley Altman v. Gregory Parker, Inc., et al (2022-CP-25-00036)</p>
		<p>Connor Cook v. Gregory Parker, Inc., aka Parker's Corporation d/b/a Parkers 55, Tajeeha Cohen, Richard Alexander Murdaugh and Richard Alexander Murdaugh, Jr. (2021-CP-25-00303)</p>

NOW, THEREFORE, the Parties desire to enter into this Agreement for the purpose of resolving any and all disputes among them, without any admission of liability on the part of any of the Parties. After full disclosure, the Parties hereby agree as follows:

- A. This Settlement Agreement (this "Agreement") is intended by the Parties to qualify both as a private agreement among successors pursuant to S.C. Code section 62-3-912 and as a judicially approved compromise pursuant to S.C. Code section 62-3-1101 and -1102.


This Agreement will be submitted by the Parties for court approval by both the Honorable Daniel D. Hall in the circuit court cases and the Honorable Leigh Powers





Boan in the probate court cases and this Agreement is contingent upon court approval in both circuit court and probate court. The Personal Representative recommends court approval as being in the best interests of the Estate and its successors and will sign the Agreement if approved by Judge Boan. The Personal Representative may be entitled to a statutory Personal Representative's commission but is willing to waive his commission in the spirit of compromise and to help the matter settle.

- B. The Co-Receivers recommend approval as being in the best interests of preserving the assets of Richard Alexander Murdaugh, Sr. and Richard Alexander Murdaugh, Jr. to the best extent practical given all of the competing interests and will sign the Agreement if approved by Judge Hall.
- C. The motion and any order to set aside Richard Alexander Murdaugh Sr.'s Qualified Disclaimer pursuant to the will of Margaret Kennedy Branstetter Murdaugh will be withdrawn (subject to approval by Judge Hall), and Richard Alexander Murdaugh, Sr. will be treated as if he predeceased Margaret Kennedy Branstetter Murdaugh for purposes of the interpretation of her Last Will and Testament, and the distribution of her estate to Richard Alexander Murdaugh, Jr. as sole devisee, in accordance with the disclaimer and the possible application of S.C. Code section 62-2-803.
- D. This Agreement is contingent upon Richard Alexander Murdaugh, Sr. waiving any appeal right to the order appointing the Co-Receivers.
- E. The Personal Representative shall sell the Moselle Property pursuant to the terms of the currently existing contract and the Order of the Honorable Leigh Powers Boan dated December 13, 2022, as soon as practicable, and deposit the net sales proceeds in the Estate bank account. All parties agree to cooperate in signing any necessary documents required to effectuate the sale of the Moselle Property, if any, as soon as possible after the

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requisite court approvals of this Agreement. To the extent the sale of the Moselle Property occurs before the requisite court approvals of this Agreement, the Parties agree to direct the escrow agent to transfer the net sales proceeds from the Moselle Property to the Personal Representative to be deposited in the Estate bank account.

- F. The Personal Representative shall proceed expeditiously with selling the remaining Estate furniture and other personal property of the Estate through Liberty Auction and deposit the net proceeds in the Estate bank account and give any requested accounting of the same to any party to this Agreement if requested.
- G. The Personal Representative warrants and represents that to the best of his knowledge, after the sale of the Moselle Property and the furniture, the only Estate assets that will not be converted to cash held in the Estate bank account will be the Mercedes vehicle (described below) and intangible rights, such as name, image and likeness, publishing rights and choses in action.
- H. The Personal Representative shall sign and deliver the title to the 2021 Mercedes, Model No. GLS450W4, VIN No. 4JGFF5KEIMA378564 (the "Mercedes") to Mark B. Tinsley, Esquire to hold in trust until the vehicle is released by the Office of the South Carolina Attorney General's Office. Attorney Tinsley is authorized to take delivery of the Mercedes and to sell it on such terms as he deems reasonable and to deposit the net sales proceeds into his trust account for disbursement to his clients in accordance with the terms set forth below.
- I. The Estate bank account shall be distributed as follows:
  - 1. The Personal Representative will pay the Estate's outstanding legal fees and other administration expenses, which are estimated to be approximately \$290,000.



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2. The Personal Representative will pay \$6,511.52 to Laura Jones, LLC in satisfaction of her outstanding creditor claim against the Estate.
3. The Personal Representative hereby waives the right to any Personal Representative's fee.
4. The Personal Representative will pay \$12,305.28 to himself in reimbursement of his personal funds he advanced on behalf of the Estate and in satisfaction of his outstanding creditor claim against the Estate.
5. This Agreement is contingent upon the outstanding creditor claim of Palmetto State Bank being resolved, released and satisfied for a payment of no more than \$25,000.00 and, if accepted, will be paid by the Personal Representative.
6. The Personal Representative will distribute \$530,000 to Richard Alexander Murdaugh, Jr. as sole devisee of the Estate.
7. The Personal Representative will pay \$100,000 to Joseph M. McCulloch, Esquire, as attorney for Connor Cook, on behalf of and in settlement of the suit against Richard Alexander Murdaugh, Jr.
8. The Personal Representative will pay \$275,000.00 to the Co-Receivers in settlement of the Fraudulent Conveyance Claim to be held in the common fund under the custody and control of the Co-Receivers.
9. The Personal Representative will distribute the remaining balance of the Estate bank account to Mark B. Tinsley, Esquire on behalf of Renee Beach as Personal Representative for the Estate of Mallory Beach, Morgan Doughty and Miley Altman. The intent of this Agreement is to liquidate the remaining Estate assets and distribute the proceeds to Mark B. Tinsley, Esquire on behalf of his clients. The Estate will retain all intangible assets, including but not limited to, name,



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