

THE STATE OF SOUTH CAROLINA  
In The Court of Appeals

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APPEAL FROM CHARLESTON COUNTY  
Court of Common Pleas

The Honorable Mikell R. Scarborough  
Master-in-Equity

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Appellate Case No. 2023-001562

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The Broadband Companies, LLC, and  
Fred Anthony,

Appellants

v.

R&R Landscape and Design, LLC, f/k/a  
R&R Landscape, Inc., and Mark Gonzalez

Respondents.

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RESPONDENTS' REPLY TO  
APPELLANTS' RETURN  
TO MOTION FOR TAXATION OF COSTS

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Pursuant to Rules 222 and 240 of the South Carolina Appellate Court Rules, Respondents R&R Landscape and Design, LLC and Mark Gonzalez, through their undersigned counsel, hereby submit this brief Reply to Appellants' Return.

1. Respondents are entitled to attorney's fees under Rule 222 (a) and (b), SCACR, which states, "costs **shall** be taxed against the appellant when the appeal is dismissed" and "the party entitled to recover an attorney's fee in an amount which **shall** be set by order of the Supreme Court. [Emphasis added]. By order dated January 17, 2018, the amount of attorney's fees was set at \$2,500.00. Here, the Appeal was dismissed by Order of the Court on December 14, 2023.

Accordingly, Appellants Fred Anthony and Broadband Companies are each responsible for \$2,500.00 in attorney's fees, or a total of \$5,00.00 in attorney's fees.

2. Appellants' Return conflates (a) attorney's fees which were awarded by the Circuit Court due to Appellants' repeated failure to comply with Circuit Court Orders and failure to cooperate with the Court-appointed Receiver with (b) attorney's fees which Respondents are entitled to seek under Rule 222, SCACR, upon dismissal of the instant appeal. A copy of those Circuit Court Orders, setting forth the grounds of Appellants' contempt and awarding attorney's fees, are attached hereto as Exhibit A and Exhibit B. Contrary to Appellants' intimations, Appellants have never been taxed pursuant to Rule 222, SCACR, but rather simply ordered to pay attorney's fees as a result of their repeated failure to comply with Circuit Court orders and failure to cooperate with the Court-appointed Receiver. Appellants' repeated, willful failure to comply with the Circuit Court orders do not negate Respondents' right to seek attorney's fees upon dismissal of the appeal with the Court of Appeals pursuant to Rule 222, SCACR.

3. Respondents are entitled to transcript costs under Rule 222(b), SCACR, which states, "The party entitled to recover costs under this rule may, to the extent the party actually incurred these costs, recover the following [...] (2) the costs of the court reporter's transcript." Here, Respondents actually incurred transcript costs totaling \$180.00 for purposes of defending the appeal. A copy of the invoice issued by the Court Reporter and the check submitted for payment are attached hereto, respectively, as Exhibit C and Exhibit D. Accordingly, Appellant Fred Anthony is responsible for the \$180.00 in transcript costs incurred by Respondent, which were clearly necessitated for purposes of defending the instant appeal.

4. Pursuant to Rule 222(d), SCACR, a sworn, itemized statement of costs against each

of the Appellants was attached to Respondents' Motion for Taxation of Costs, requesting \$2,680.00 from Appellant Fred Anthony and \$2,500.00 from Appellant the Broadband Companies, LLC, for a total of \$5,180.00 in costs. Accordingly, Respondents' Motion for Taxation meets the requirement of Rule 222(d), SCACR.

5. Finally, Respondents counsel expended significant time and resources seeking dismissal of the instant appeal—an appeal which was ultimately dismissed for the very reason cited in Respondents' Motion to Dismiss Appeal, filed November 11, 2023, and Reply to Return to Motion to Dismiss Appeal, filed November 9, 2023. (See Order, filed December 14, 2023, attached hereto as Exhibit E). Additionally, Respondents' counsel were required to expend time and resources preparing their Return to Appellants' "Motion to Confirm Existence of Automatic Stay," filed November 13, 2023. The Court of Appeals denied Appellants' Motion on November 28, 2023, agreeing with Respondents that an automatic stay was not in place during the pendency of the appeal. (See Order, filed November 28, 2023, attached hereto as Exhibit F). Appellants had wrongfully contended that they could avoid cooperating with the Court-Appointed Receiver during the pendency of the instant appeal and used the appeal as an excuse to "run out the clock" on Respondents' ability to collect on the underlying judgment. Appellants should not be rewarded for this kind of conduct.

#### CONCLUSION

For each of the foregoing reasons, as well as those reasons set forth in Respondents' Motion for Taxations of Costs, Respondents respectfully request that this Honorable Court grant their Motion for Taxation of Costs and that Appellants be required to make payment of said costs to counsel for Respondents. It is clear from the procedural history of this case that Appellants filed the

instant appeal for the impermissible purpose of delay and as part of a concerted and well-documented effort to “run out the clock” on Plaintiffs’ ability to collect on a judgment. Appellants failed to take adequate steps to perfect their appeal despite Motions filed by the Respondents and Orders issued by this Court, and forced Respondents to engage in Motions practice to (a) seek dismissal of the appeal, and (b) confirm that no automatic stay existed—two conclusions, which this Court ultimately agreed on with Respondents. Accordingly, Respondents respectfully submit that their Motion for Taxation of Costs should be granted.

Respectfully submitted,

THE LAW OFFICE OF JESSE SANCHEZ, LLC

s/Jesse Sanchez

Jesse Sanchez, Esquire (SC Bar No. 101906)

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(843) 814-8181

Attorney for Respondents

R&R Landscape and Design, LLC and Mark Gonzalez

January 30, 2024  
Mount Pleasant, South Carolina

THE STATE OF SOUTH CAROLINA  
In The Court of Appeals

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APPEAL FROM CHARLESTON COUNTY  
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The Broadband Companies, LLC, and  
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v.

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Respondents.

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EXHIBITS TO  
RESPONDENTS' REPLY TO  
APPELLANTS' RETURN  
TO MOTION FOR TAXATION OF COSTS

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1. EXHIBIT A – Supplemental Proceedings Order Finding Defendants in Civil Contempt of Court, filed November 9, 2023.
2. EXHIBIT B – Order denying Motion to Reconsider: Appointment of Receiver, Defendant's Compliance with the Receiver, and Award of Attorney's Fees, filed December 11, 2023.
3. EXHIBIT C – Transcript Invoice.
4. EXHIBIT D – Check for Payment of Transcript Invoice.
5. EXHIBIT E – Order dismissing appeal, filed December 14, 2023.

6. EXHIBIT F – Order denying “Motion to Confirm Existence of Automatic Stay and Enforcing Compliance.”

Respectfully submitted,

THE LAW OFFICE OF JESSE SANCHEZ, LLC

s/Jesse Sanchez

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(843) 814-8181

Attorney for Respondents

R&R Landscape and Design, LLC and Mark Gonzalez

January 30, 2024

Mount Pleasant, South Carolina

# EXHIBIT A

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF CHARLESTON	)	FOR THE NINTH JUDICIAL CIRCUIT
	)	
<b>R&amp;R LANDSCAPE AND DESIGN</b>	)	CASE NO.: 2010-CP-10-09857
<b>LLC F/K/A R&amp;R LANDSCAPING</b>	)	
<b>INC. AND MARK GONZALEZ,</b>	)	
	)	
Plaintiff,	)	<b>SUPPLEMENTAL PROCEEDINGS</b>
	)	<b>ORDER – FINDING DEFENDANTS IN</b>
	)	<b>CIVIL CONTEMPT OF COURT</b>
	)	
vs.	)	
	)	
<b>THE BROADBAND COMPANIES</b>	)	
<b>LLC AND FRED ANTHONY,</b>	)	
	)	
Defendants.	)	
	)	

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A HEARING was held in the above-captioned case on **November 6, 2023 at 11:30 A.M.** pursuant to Plaintiff’s Rule to Show Cause and Citation for Contempt of Court filed on October 26, 2023. Present at the hearing were Plaintiffs’ counsel, Jesse Sanchez, Esq.; Defendant Fred Anthony, individually, and on behalf of the Broadband Companies, LLC; Defendants’ counsel Dwayne Green, Esq.; the court-appointed Receiver, Joseph Qualey, Esq.; and the Receiver’s associates, Zac Smith, Esq. and William C. Kennedy, Esq. This Court also heard arguments pursuant to Plaintiffs’ Motion to Lift Stay and Motion for Sanctions, filed October 25, 2023, which are addressed by way of a separate order.

Plaintiffs sought to hold Mr. Anthony in Contempt for his repeated failure to produce financial documents and information, which Plaintiffs have been requesting since December of 2022, and which this Court has on numerous occasions ordered him to produce. As set forth below, Mr. Anthony has a long, documented history of violating and evading this Court’s orders, and has, until now, been spared a finding of contempt.

## PROCEDURAL HISTORY

Pursuant to an Order dated December 12, 2022, Defendants The Broadband Companies LLC and Fred Anthony, were ordered to appear before this Court on January 13, 2023, to answer questions under oath concerning their respective assets, to produce certain documents, and to show cause why their property should not be applied toward satisfaction of the Judgment set out in the Plaintiffs' Petition for an examination of Defendants. Defendants were duly served with a copy of the Order to appear but failed to personally appear and to comply with the Order.

Pursuant to an Order dated February 1, 2023, Defendants were then ordered to appear before me on March 10, 2023, to answer questions under oath and to produce the documents set forth in the December 12, 2022 Order. Defendant Fred Anthony appeared along with his Counsel and for that reason was not held in contempt. However, Defendants did not produce any of the court-ordered documents.

Pursuant to an Order filed March 23, 2023, Defendants were again ordered to provide to the McCarty Law Firm the documents set forth in the December 12, 2022 Order. Defendants were duly served with a copy of the March 23, 2023 Order.

On April 27, counsel for Plaintiffs and Defendants corresponded with this Court with regards to scheduling Supplemental Proceedings in this matter. The Court offered a hearing date of June 9, 2023, which counsel for Plaintiffs accepted, but counsel for Defendants objected to because it conflicted with his daughter's summer vacation. As a result, on that same date, April 27, 2023, the Court offered a hearing date of July 14, 2023, which Counsel for Plaintiffs and Counsel for Defendants both agreed to via email to the Court. Consequently, a hearing for Supplemental Proceedings was scheduled for July 14, 2023.

On May 5, 2023, Counsel for Plaintiffs filed an Affidavit in Support of Rule to Show Cause on the grounds that Defendants had failed to comply with this Court's December 16, 2022, February 2, 2023, and March 23, 2023 Orders having failed to produce all of the documents commanded to be produced therein. As a result, an Order was issued by this Court on May 16, 2023 commanding that Defendants appear before it on July 14, 2023—the same date that Supplemental Proceedings had already been scheduled and agreed to by the parties.

On July 14, 2023, Counsel for Plaintiffs appeared for the previously-scheduled and agreed to hearing for Supplemental Proceedings, and the hearing on the Rule to Show Cause. Neither Defendants nor Defendants' Counsel appeared at the hearing. Instead, this Court received an email from the Defendant Fred Anthony, which did not copy Plaintiffs, stating that he was unable to attend the hearing due to an undisclosed medical condition affecting his ability to drive and because Mr. Green was under an Order of Protection, which was obtained *after* agreeing to attend the July 14, 2023 hearing. The Court did not hold Defendants in contempt at that time, but rather continued the hearings until August 11, 2023 at 10:00AM.

Pursuant to a Rule to Show Cause entered on July 26, 2023, this Court, again, ordered that Defendant Fred Anthony, individually and on behalf of the Broadband Companies, LLC, appear before this Court on August 11, 2023 to show cause as to why he should not be held in contempt of court for repeatedly failing to produce financial documents and provide relevant financial information, which Plaintiffs have been requesting since December of 2022, and which this Court has on numerous occasions ordered him to produce.

Mr. Anthony appeared with his Counsel, Mr. Dwayne Green, at the August 11, 2023 hearing after failing to appear at the earlier, court-ordered hearing on July 14, 2023. Plaintiffs'

counsel argued that Defendants had not produced all requisite financial documents, which Defendants' counsel conceded.

THE COURT: The question is whether or not it's been produced. And it has not yet been produced, correct?

MR. GREEN: It has not yet produced.

(August 11, 2023 H'rng Tr., p. 12:5-8).

Defendant, through his counsel, then assured the Court that he would cooperate in producing copies of cancelled checks and other financial documents requested by Plaintiffs' counsel.

MR GREEN: [...] But what I've been trying to do is, with the Anthonys' cooperation, get what they need. And it's my belief, and I can represent that to the Court, that between going to the bookkeeper who did the checks, who had knowledge of all the accounts, that that is the place where opposing counsel could find the documentation.

THE COURT: Well, my concern is that should have been disclosed before now. I don't know when that came out. But here we are ten months into this process. I don't know when you got into it, Mr. Green. But if that's where the answers lie then that's who should be referred to rather than hanging around out there. Because it's pretty apparent what's going on here, you know. I don't think there's any question about that.

MR. GREEN: What I can do, Your Honor, even though I wasn't working with Shawn French at the time, I can apologize on behalf of the defendant in that I can tell you as I've told opposing counsel anything that we have that will help get the information that they need, there's no attempt to delay. There's no attempt to stop them from getting that information.

THE COURT: I would tend to disagree with that statement.

(August 11, 2023 H'rng Tr., pp. 20:6 -21:7).

This Court also heard argument relating to Mr. Anthony's uncooperative behavior and evasive answers at a court-ordered deposition, held earlier that week on August 9, 2023. Mr. Anthony appeared at the deposition, but then claimed he could not remember basic facts concerning himself and the Broadband Companies. For example, after initially refusing to identify friends and family he had borrowed money from, Mr. Anthony stated he could not remember their last names or contact information. (Depo Tr. pp. 20-26). Mr. Anthony also testified that he could not remember which banks he and Broadband Companies dealt with. For example:

Q. Okay. Other than the two banks you identified do you have any bank deposits anywhere at other lending institutions?

A. Well, that information was provided to you guys months ago which you do have in your possession. So I'm not understanding the question.

Q. Do you have or do you do business with any other banks in the area besides the two you've already identified?

A. I don't remember.

Q. You don't know?

A. I don't know and I don't remember. Okay. What I know is you were provided with the last three years of banks statements and documentation from the previous attorney as well as the current attorney.

Q. I understand that you provided documents, but you're here to give your oral testimony today. Now, we can do it today like this or we can wait and do it in front of the judge and he'll instruct you to answer. I'm easy either way if you want to do it that way—

A. Your choice.

Q. -- but in this case here I think -- I think if you want to take some time to confer with your attorney about this I think this would be the best way to handle it.

A. I don't need that.

Q. Okay. All right. So your testimony is, you don't remember what banks, if any, that you have current relationships with in this area other than the two you've previously identified?

A. I gave you an answer to the two banks that I aggressively deal with. The other two I can't recall at this point.

Q. Okay. So there are at least two more?

A. I can't answer that. There could be three.

(Depo Tr., pp. 19:9 to 20:21).

After evading a series of questions from Plaintiffs' counsel, Mr. Anthony and his attorney, Mr. Green, informed the parties that Mr. Anthony was under the influence of a prescribed pain reliever and muscle relaxer, which could affect his memory and ability to answer questions. Despite having knowledge of his condition, neither Mr. Anthony nor his attorney informed Plaintiffs' counsel of this alleged incapacity prior to the convening of the deposition so as to afford them the opportunity to reschedule it for a time where such alleged incapacity would not be present. As a result, Plaintiffs' counsel expended time and expense which could have been avoided.

This Court notes that Mr. Anthony's repeated failures to follow this Court's orders evidence more than an alleged incapacity to answer questions at the time of the deposition, but also a demonstrated disregard for the judicial process, indicative of his wish to "run out the clock" in an attempt to prevent Plaintiffs' from collecting on their judgment.

At the August 11, 2023 hearing, this Court specifically advised Mr. Anthony of its intent to hold him in contempt of court for violations of prior court orders, but then offered him one last opportunity to cooperate with Plaintiffs. Specifically, the Court ruled that it was appointing Joe Qualey, Esq. as Receiver and made it abundantly clear that Defendants' cooperation with the Receiver was paramount:

THE COURT: All right. Well, let me just tell you. When I came in here this morning, it was my full intention to hold you in contempt for failure to comply and probably send you off to the jail. Okay? That was my thought process when I came in here this morning.

And as I read through the record, it told me more so to do that. Okay? But what I'm going to do is I'm going to order the appointment of a receiver. I'm going to name Mr. Joe Qualey to be your receiver. He moves fast and gets stuff done. You've got a limited amount of time to get these things done. What I will need is -- I will do a form order. What I need is y'all to set forth what documentation and evidence that you have so he knows where the bank is, what it is.

Y'all asked him for the records. I haven't gotten any kind of response from any bank as to whether or not they're going to comply. But I'm assuming they should be based upon what you've told me this morning. Then he's entitled to meet with the book keeper, Ms. Roche. I need y'all to provide her name and address so they can go over there and poke around in the records.

**And then, Mr. Anthony, he's going to be calling you and talking to you and he's going to be inquiring of the status of whatever is going on. I need you to cooperate with him because the receiver is an arm of the Court. If the receiver tells me Mr. Anthony is not cooperating with me, I'm going to issue a rule and/or order for arrest and get your attention however I can. Okay? That's what I'm going to do. I just wanted you to know that. I'm not going to do that today. But I need you to cooperate with him. Y'all need to communicate and go from there.**

(August 11, 2023 H'rg Tr., pp. 25:24-27:19). Emphasis added.

Defendant's counsel notably **made no objection** to Mr. Qualey's appointment as receiver at the hearing. On August 11, 2023, this Court entered a Supplemental Proceedings Order, formally appointing Mr. Joseph Qualey as receiver, and advising Mr. Anthony as follows: **"Mr. Anthony is to fully cooperate with the Receiver and is cautioned that he could be held in contempt for failure to do so which could result in monetary sanctions and/or incarceration."** Mr. Anthony did not seek reconsideration of this Order pursuant to Rule 59(e), SCRPC. Thereafter, on September 25, 2023, this Court entered a formal order setting forth Mr. Qualey's

authority as receiver. Defendants did not seek reconsideration of this Order either. Instead, Appellants filed a Notice of Appeal as to the two Orders without having raised even a single issue as to Mr. Qualey's appointment or authority as receiver to this Court.

Contrary to Defendants' contention at the present hearing, the September 25, 2023 order was not an *ex parte* order. Defendants and their attorney were in fact present at the August 11, 2023 hearing appointing Mr. Qualey as receiver. They raised no objection to his appointment at the hearing. This Court's August 11, 2023 order appointed Mr. Qualey as Receiver and specifically advised the parties: "Formal Order to Follow." That is precisely what the September 25, 2023 Order is: a formal order, which Appellants were specifically advised would be forthcoming. It is not under, any reasonable interpretation, an *ex parte* order.

On November 3, 2023, the court-appointed Receiver filed an affidavit setting forth his efforts to obtain financial information from Defendants and stating that his requests had been met with inadequate and/or incomplete answers, if not entirely ignored. Moreover, despite Mr. Anthony's claims of being "broke," Mr. Qualey discovered that Mr. Anthony had, in actuality, received salary in excess of \$200,000 from the Broadband Companies. This is in stark contrast to Mr. Anthony's deposition testimony, where he claimed to have received no salary at all. Mr. Anthony has failed to provide both the Receiver and the Plaintiffs with adequate financial information, including but not limited to, failing to account for approximately \$438,691.00 he personally received in income.

### **FINDINGS**

Defendant has appeared before this Court on several occasions over the past year in this supplemental proceedings matter. Each hearing has resulted in an order requiring Defendant to produce financial documents.

The Court finds there is clear and convincing evidence that the Defendant, Fred Anthony, has not been truthful or forthcoming about his salary, businesses, and bank accounts, and that he has repeatedly failed to provide Plaintiffs with adequate financial documents and information so as to allow them the opportunity to collect on their judgment.

The Court finds by clear and convincing evidence that the Defendant, Fred Anthony, is in direct contempt of court by his willful failure to comply with the prior orders of this court to furnish adequate financial records and information to Plaintiffs. In Re: Combis, 439 S.C. 485, 888 S.E. 2d 1 (Ct. App. 2023).

As a separate and distinct ground for contempt, the Court also finds by clear and convincing evidence that the Defendant, Fred Anthony, is in direct contempt of court by his willful failure to cooperate with the court-appointed Receiver. Id.

IT IS ORDERED, ADJUDGED AND DECREED that Defendant, Fred Anthony, is in civil contempt of court due to his actions and inactions. As such, Mr. Anthony shall be transported to the Charleston County Detention Center where he shall be held in confinement until December 23, 2023, or until such time as he purges himself from contempt upon (1) payment of attorney's fees to Plaintiffs' counsel as set forth in their filed affidavits, (2) payment to Plaintiff's counsel for costs they have incurred from services rendered by the Court-appointed Receiver, Joseph Qualey, Esquire **and** (3) upon providing Plaintiffs' counsel with copies of all checks (and wire transfers) paid to and received by Fred Anthony, the Broadband Companies, and any all companies of which Mr. Anthony holds an interest for the past four (4) years.

Specifically, Mr. Anthony shall pay The Law Office of Jesse Sanchez, LLC, \$12,663.23 in attorneys' fees and costs, and \$11,925.00, which Plaintiffs' counsel have incurred in billings from

the court-appointed receiver, and finally \$6,063.30 in attorneys' fees and costs incurred by Brian Knowles, P.C., for a total of **\$30,651.53** in payments.

Counsel for Plaintiffs shall be required to file an affidavit with the Clerk of Court upon Mr. Anthony's satisfaction of the above requirements, so as to allow for his release.

IT IS SO ORDERED.

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Mikell R. Scarborough,  
Master in Equity, Charleston County

Charleston, South Carolina  
November \_\_, 2023



Charleston Common Pleas

**Case Caption:** Rr Landscape & Design L L C Etc , plaintiff, et al VS Broadband Companies Llc The Etc , defendant, et al

**Case Number:** 2010CP1009857

**Type:** Master/Order/Other

So Ordered

s/Mikell R. Scarborough 3062

# EXHIBIT B



Show Cause, entered on October 11, 2022, set the hearing date for December 9, 2022. The Rule specifically provided that the Defendant should show cause why a Receiver should not be appointed pursuant to S.C. Code Ann. Section 15-39-430. Despite the numerous hearings held before this Court over the past year, no challenge to the appointment of a Receiver was made by Defendants to this Court prior to Defendants filing its appeal on September 26, 2023.

The Court appointed Joseph K. Qualey, Esq. as Receiver by Order entered August 11, 2023. The Court's Form Order stated the Receiver had "all authority allowed by statute" and further provided: "Mr. Anthony is to fully cooperate with the Receiver and is cautioned that he could be held in contempt for failure to do so which could result in monetary sanctions and/or incarceration." The Order released Mr. Anthony from a July 26, 2023 contempt finding, provided he made timely payment of attorney's fees before September 5, 2023. The Form Order provided a "formal order to follow" wherein the Court would fully release Mr. Anthony upon payment.

The Court, apprised the Receiver had difficulty obtaining records from the Defendants and their banks, issued a "Supplemental Order In Re: Authority of Receiver Previously Appointed" on September 25, 2023. The Order set forth details regarding the Receiver's authority and specifically noted that the Receiver was appointed by Court Order dated August 11, 2023.

Defendants then filed an appeal to the Court of Appeals from the Supplemental Order on September 26, 2023. Defendants claimed to have never received notice of application of the appointment of Joseph K. Qualey, Esq. as Receiver; however, Defendant and counsel were present at the August 11, 2023 hearing wherein Mr. Qualey was appointed Receiver. No objection to the appointment was raised at that time.

## FINDINGS OF FACT AND CONCLUSIONS OF LAW

### 1. Appointment of the Receiver.

As the Receiver was appointed in the August 11, 2023 Order, Defendant failed to timely serve notice of appeal within thirty days of receiving notice of entry of the Order. Rule 203 (b)(1), SCRPC.

In addition, this Court determined that the Rule 241 (b)(1), SCRPC exception applied in this case. This matter is clearly one for the collection of a money judgment as provided in S.C. Code Ann. Section 18-9-130 as it concerns the enforcement of a money judgment against the Defendants and thus is not subject to the general rule that the service of a notice of appeal acts to automatically stay matters. As an additional ground, the Appointment of a Receiver pursuant to S.C. Code Ann. Section 15-65-10, is allowed after judgment to carry the judgment into effect and to dispose of property “when an execution has been returned unsatisfied and the judgment debtor refuses to apply his property in satisfaction of the judgment.”

### 2. Authority of the Receiver.

It is well-settled in South Carolina jurisprudence that “a receiver represents the Court appointing him; he is an officer of the Court and is the agency through which the Court acts.” Kirven v. Lawrence, 244 S.C. 572, 137 S.E.2d 764 (1964).

While this Court does not appoint a Receiver in every supplemental proceeding, the Court is vested with that authority, especially after judgment has been rendered, to carry the judgment into effect or to satisfy the judgment when the debtor refuses to do so. *See* S.C. Code Ann. Section 15-65-10.

I find the Defendant Fred Anthony has repeatedly refused to comply with prior Orders of this Court to produce financial documents and to cooperate with the court-appointed Receiver. The

Receiver reported to the Court his difficulty in acquiring records requested from both Defendants and that his findings were that Mr. Anthony's deposition testimony regarding his income was false. In particular, in his deposition Mr. Anthony testified he had received no income; however, the Receiver reported that Mr. Anthony had received \$200,000.00 in income from his co-Defendant The Broadband Companies, LLC. In Defendant's Motion to Reconsider, Defendant acknowledges that he did not comply with the requests from the receiver.

Accordingly, the Court found Defendant Anthony to be in "civil contempt of court" for his failure to cooperate and comply with the Receiver's requests and to be honest with this Court. As stated to Mr. Anthony at the hearing in which he was remanded into custody, he has the keys to his own cell. In the event Mr. Anthony cooperates with this Court's orders, he will be released from jail upon this Court's order. As this Court repeatedly states at supplemental proceedings hearings: "I do not put people in jail for failure to pay, but I do for failure to follow the orders of this Court."

At this juncture, the Defendants' judgment will expire on December 22, 2023; however, the civil contempt sanction will continue until Mr. Anthony complies with this Court's prior Order.

### 3. Award of Attorneys' Fees.

I further find that the award of attorney's fees in this matter is proper. The Court reviewed the affidavits of counsel as to the attorney's fees and costs incurred and, applying the factors set forth in Baron Data v. Loter, 297 S.C. 382, 377 S.E.2d 296 (1989), finds the fees incurred are proper and consistent with the ends of justice and are due largely to Defendants' continued efforts to escape payment of the judgment incurred.

As previously ordered, Defendant Anthony shall pay the The Law Office of Jesse Sanchez, LLC, \$12,663.23 in attorneys' fees and costs, and \$11,925.00, which Plaintiffs' counsel have

incurred in billings from the court-appointed receiver, and finally \$6,063.30 in attorneys' fees and costs incurred by Brian Knowles, P.C., for a total of \$30,651.53 in payments to be made.

**IT IS THEREFORE ORDERED** this Court **DENIES** the Defendant's Motion to Reconsider in all respects.

**SIGNATURE PAGE TO FOLLOW**



Charleston Common Pleas

**Case Caption:** Rr Landscape & Design L L C Etc , plaintiff, et al VS Broadband Companies Llc The Etc , defendant, et al

**Case Number:** 2010CP1009857

**Type:** Master/Order/Other

So Ordered

s/Mikell R. Scarborough 3062

# EXHIBIT C

Josie Allen Boehm, RPR  
Court Reporter  
Master in Equity  
EIN: 88-2642873

October 10th, 2023  
Invoice #153

**Please Make Check Payable To:**  
Josie Boehm  
1950 Enclave Drive  
Mt. Pleasant, SC 29464

To:  
Jesse Sanchez, Attorney at Law  
The Law Office of Jesse Sanchez  
751 Johnnie Dodds Blvd., Suite 200  
Mount Pleasant, SC 29464  
jesse@jessesanchezlaw.com  
(843) 814-8181

Reference: R&R Landscape and Design v. Fred Anthony  
Case No: **2010-CP-10-09857**  
Date: August 11th, 2023  
Location: Master in Equity, Courtroom 2A, Charleston, SC

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Supplemental Proceedings Transcript	180.00
<b>EXPEDITED</b>	

**Total Due** **180.00**

*Thank you very much ~ Josie Allen Boehm, Registered Professional Reporter*

# EXHIBIT D



# EXHIBIT E

# The South Carolina Court of Appeals

R&R Landscape and Design, LLC, f/k/a R&R Landscape Inc., and Mark Gonzalez, Respondents,

v.

The Broadband Companies, LLC, and Fred Anthony, Appellants.

Appellate Case No. 2023-001562

The Honorable Mikell R. Scarborough  
Charleston County  
Trial Court Case No. 2010CP1009857

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## ORDER

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Appellants has failed to order the transcript, as required by Rule 207 of the South Carolina Appellate Court Rules (SCACR) and this Court's letters dated October 23, 2023 and November 29, 2023. Accordingly, this appeal is dismissed. The remittitur will be sent as provided by Rule 221(b), SCACR.

FOR THE COURT

BY

  
CLERK

Columbia, South Carolina

cc:

Dwayne Marvin Green, Esquire

Ivon Keith McCarty, Esquire

Brian Morris Knowles, Esquire

Jesse Sanchez, Esquire

Shawn Micheal French, Sr., Esquire

**FILED**  
**Dec 14 2023**

# EXHIBIT F

# The South Carolina Court of Appeals

R&R Landscape and Design, LLC, f/k/a R&R Landscape Inc., and Mark Gonzalez, Respondents,

v.

The Broadband Companies, LLC, and Fred Anthony, Appellants.

Appellate Case No. 2023-001562

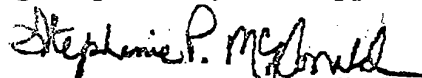
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## ORDER

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On November 2, 2023, Respondents filed a motion to dismiss this appeal and requested an expedited ruling on the motion. Appellants filed a return, and Respondents filed a reply. After careful consideration of the filings, we grant Respondents' request for an expedited ruling and we deny the motion to dismiss.

On November 8, 2023, Appellants filed a "motion to confirm existence of automatic stay and enforcing compliance." Appellants also requested an expedited ruling on its motion. Respondents filed a return, and Appellants filed a reply. After careful consideration of the filings, we grant Appellant's request for an expedited ruling and we deny Appellant's motion to confirm existence of automatic stay and enforcing compliance. *See* S.C. Code Ann. § 14-3-450 ("In case of an appeal under item (4) of Section 14-3-330 the proceedings in other respects in the court below shall not be stayed during the pendency of such appeal unless otherwise ordered by the court below."); Rule 62(a), SCRPC ("Unless otherwise ordered by the court, an interlocutory or final judgment . . . in a receivership action, . . . shall not be stayed . . . during the pendency of an appeal.").



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FOR THE COURT

Columbia, South Carolina

**FILED**  
**Nov 28 2023**

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cc:

Dwayne Marvin Green, Esquire

Ivon Keith McCarty, Esquire

Mark Thomas Rainsford, Esquire

Brian Morris Knowles, Esquire

Jesse Sanchez, Esquire

Shawn Micheal French, Sr., Esquire

RECEIVED

Jan 30 2024

SC Court of Appeals

THE STATE OF SOUTH CAROLINA  
In The Court of Appeals

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APPEAL FROM CHARLESTON COUNTY  
Court of Common Pleas

The Honorable Mikell R. Scarborough  
Master-in-Equity

---

Appellate Case No. 2023-001562

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The Broadband Companies, LLC, and  
Fred Anthony,

Appellants

v.

R&R Landscape and Design, LLC, f/k/a  
R&R Landscape, Inc., and Mark Gonzalez

Respondents.

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PROOF OF SERVICE

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I, the undersigned, certify that I have served *Respondents' Reply to Appellants' Return to Motion for Taxation of Costs* and corresponding *Exhibits* via electronic mail on Dwayne Green, Esquire, and Shawn M. French, Esq., Counsel for Appellants The Broadband Companies, LLC, and Fred Anthony, at their AIS-designated email address (dwayne@greenlawsc.com and shawn@thefrenchlawfirm.com) on January 30, 2024.

Pursuant to Rule 262(C)(3), SCACR, and the Order of The Supreme Court of South Carolina, RE: Methods of Electronic Filing Under Rule 262 of the South Carolina Appellate Court Rules (As Amended May 6, 2022), a copy of the aforementioned email correspondence to counsel is attached.

THE LAW OFFICE OF JESSE SANCHEZ, LLC

s/Jesse Sanchez

Jesse Sanchez, Esquire (SC Bar No. 101906)

751 Johnnie Dodds Boulevard, Suite 200

Mount Pleasant, SC 29464

jesse@jessesanchezlaw.com


(843) 814-8181

**Attorney for Respondents**

Mount Pleasant, South Carolina

January 30, 2024



**From:** Jesse Sanchez [jesse@jessesanchezlaw.com](mailto:jesse@jessesanchezlaw.com)   
**Subject:** R&R Landscape and Design, LLC v. The Broadband Companies, LLC - Appellate Case No. 2023-001562  
**Date:** January 30, 2024 at 11:51 AM  
**To:** ShawnM French, Sr. [shawn@thefrenchlawfirm.com](mailto:shawn@thefrenchlawfirm.com), Dwayne Green [dwayne@greenlawsc.com](mailto:dwayne@greenlawsc.com), Dwayne Green [dwayne.greenlawoffices@gmail.com](mailto:dwayne.greenlawoffices@gmail.com)  
**Cc:** Keith McCarty [ikeithmccarty@gmail.com](mailto:ikeithmccarty@gmail.com), Brian Knowles [brian@knowlesinternational.com](mailto:brian@knowlesinternational.com)

Shawn and Dwayne,

Attached for service, please find Respondents' Reply to Appellants' Return to the Motion for Taxation of Costs, corresponding Exhibits, and Cover Letter, all of which are being filed momentarily with the Court of Appeals via OneDrive Electronic submission.

Regards,

Jesse

--

**PLEASE NOTE WE HAVE A NEW ADDRESS:**

Jesse Sanchez  
The Law Office of Jesse Sanchez, LLC  
751 Johnnie Dodds Blvd., Suite 200  
Mount Pleasant, SC 29464  
Office: (843) 804-4753  
Direct: (843) 814-8181  
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**Gonzalez Letter to Kitchings  
013024.pdf**  
100 KB



**RR Landscape v Broadband -  
Motion for Costs\_Reply.pdf**



**RR Landscape v Broadband -  
Exhibits 013024.pdf**  
3.8 MB



January 30, 2024

VIA ONEDRIVE ELECTRONIC SUBMISSION

The Honorable Jenny Abbott Kitchings  
Clerk, South Carolina Court of Appeals  
Post Office Box 11629  
Columbia, SC 29211



RE: R&R Landscape and Design, LLC, and Mark Gonzalez, Respondents,  
v. The Broadband Companies, LLC and Fred Anthony, Appellants.  
Appellate Case No. 2023-001562

Dear Ms. Kitchings:

Enclosed for filing please find the following:

- (1) Respondents' Reply to Appellants' Return to Motion for Taxation of Costs, and
- (2) Exhibits to Respondents' Reply to Appellants' Return to Motion for Taxation of Costs,
- (3) Proof of Service

Thank you for your assistance with this matter. Should you have any questions or wish to discuss the filing, please do not hesitate to contact me directly.

Sincerely,

s/Jesse Sanchez\_\_\_\_\_

Jesse Sanchez (SC Bar No. 101906)

Enclosures (as stated)

Cc: Dwayne Green, Esq. (Via Email Only)  
Shawn M. French, Esq. (Via Email Only)  
I. Keith McCarty, Esq. (Via Email Only)  
Brian M. Knowles, Esq. (Via Email Only)