

STATE OF SOUTH CAROLINA  
COUNTY OF ANDERSON

Carl T. Rudicill,

Plaintiff,

vs.

Home Shield Roofing and Jeff  
Richardson,

Defendant.

IN THE COURT OF COMMON PLEAS  
TENTH JUDICIAL CIRCUIT

C.A. No.: 2024-CP-04-02646

**AMENDED ORDER**

**RECEIVED**

**Jan 20 2026**

**SC Court of Appeals**

This matter was referred to the Equity Court for supplementary proceedings by Order of the Anderson County Clerk of Court dated February 11, 2025. Prior to referral, the Plaintiff, Rudicill, had obtained a judgment in Oconee County against the Defendants, Home Shield Roofing ["Home Shield"] and Richardson in the amount of Thirty-six Thousand and No/100 (\$36,000.00) Dollars which was entered on or about November 1, 2024. A Transcript of Judgment was then filed in Anderson County on December 30, 2024. Pursuant to an Order and Rule to Show Cause, Richardson appeared at a hearing on April 2, 2025. Richardson was cooperative but requested time to furnish the requested information to Rudicill's attorneys and to obtain an attorney. The matter was continued for thirty (30) days. Pursuant to a "Renewal Rule to Show Cause/Order", Richardson again appeared at a hearing on October 8, 2025. Richardson testified under oath responding fully to questions posed by Rudicill's attorney which testimony revealed no available assets for execution and application toward the judgment. Thereafter, Rudicill's attorney submitted an unsolicited proposed order entitled "Order Rule to Show Cause".

Although the proposed order was less than precise on certain points, the gist of it was correct in that the Court determined that there were no assets available for execution, that income earned by Richardson was effectively wages not subject to garnishment and the Court declined to grant attorney's fees to Rudicill's attorney. That Order was signed and filed on October 20, 2025.

On October 29, 2025, Rudicill's attorney filed a Motion to Alter or Amend pursuant to Rule 59(e) SCRPC, the Order which had been prepared by that very attorney and signed by the Court. A hearing was held on that motion on November 19, 2025.

As noted in *Elam v. SCDOT*, 361 S.C. 9, 602 S.E. 2d 772 (2004), a Rule 59(e) motion may be filed to seek reconsideration of an argument or issue previously advanced but thought to be misunderstood or not fully considered and must be filed when an issue or argument has been raised but not ruled on. In this case Rudicill has failed to identify an issue not ruled upon and has also failed to advance any argument which prompts the Court to reconsider its prior rulings. Nevertheless, this Amended Order is being issued, not to change the prior rulings, but rather to resolve any lack of clarity in its prior rulings.

The original Order correctly states that the supplementary proceedings process, including Defendant's testimony, failed to disclose any assets available for execution. The Rule 59(e) motion basically argues two (2) points: 1) the Court incorrectly declined to mandate a payment plan proposed by Rudicill; and 2) the Court refused to award attorney's fees to Rudicill's attorney. To be clear, the Court's rulings in regard to the payment plan was that it was tantamount to a garnishment of wages which is not available in South Carolina under the facts of this case. The Court's ruling on the attorney's fee request was that there was no basis for such an award absent a finding of contempt on the part of the Defendants.

The Rudicill motion is replete with erroneous or misleading statements about the proceedings in this Court and numerous citations that are inapplicable, misleading or simply wrong. For example, Rudicill cites *Rykard v. Seaboard A.L. Ry.*, 80 S.C. 52 (1908) for the proposition that "payment arrangements such as court-ordered installment plans, fall outside the legal definition of wage garnishment because they do not involve the employer deducting funds from a paycheck." However, a reading of *Rykard* reveals that it involved an effort by a South Carolina judgment creditor to pursue garnishment in the State of Georgia of wages due to the judgment debtor by the railroad company. There is no mention that this Court can find of a payment arrangement, much less a court-ordered one. Next, Rudicill cites *In re Cooper*, 405

S.C. 579 (2013) as support for the proposition that courts of South Carolina can order payment arrangements. A closer look at *Cooper* reveals that it is an attorney disciplinary case in which the attorney was required to pay the costs of the of the disciplinary proceeding and to do so had voluntarily entered into a cost payment plan calling for monthly payments. The case did not involve a judgment creditor seeking recovery. Next, Rudicill cites § 56-9-490, S.C. Code Ann., as authorizing court approved payment plans. That statute, however, involves administrative proceedings whereby an at fault driver can request a payment plan to liquidate their tort liability and then ultimately seek restoration of driving privileges. Next, Rudicill cites § 14-11-15, S.C. Code, Ann., for the proposition that it empowers Equity Court Judges to impose payment plans. In fact, that statute merely provides that the Equity Court is a division of the Circuit Court and, for most purposes, Masters in Equity are treated the same as Circuit Court Judges and Family Court Judges under applicable Bar and Supreme Court rules. Finally on the payment plan issue, Rudicill states that this Court erroneously characterized a payment plan as a wage garnishment. A transcript of the proceedings will reveal that this Court simply indicated that under the facts of this case where the Defendant testified that his only income was from his sporadic wages amounting to about \$1,000.00 in a good month, a court-imposed payment plan would be tantamount to a garnishment of wages. Although the employer would not be involved, the net effect would be the same - an interception of Defendant's wages.

In regard to the attorney's fee issue, Rudicill wrongly states that the Court refused to hear argument on that matter. A transcript will reveal that Rudicill's attorney tendered an Affidavit of Attorney's Fees and was told by the Court that she could put it in the record but the Court did not see that it would do much good as the Court declined to award attorney's fees based on the facts in this case. Rudicill's argument for attorney's fees is based on a finding of contempt whereas no such finding was made in this case. At the outset of the hearing the Court inquired as to the Defendants compliance with prior Orders to provide documents to Rudicill. The Defendant indicated that he had provided most of the requested information which was acknowledged by Rudicill's attorney who also noted that some of the items had not been supplied but that she felt the hearing could proceed anyway. The attorney then proceeded to examine

the Defendant under oath at some length. Since the Defendant had substantially complied and cooperated (appearing at two separate hearings) and Rudicill's attorney elected to proceed without objection, there was no basis for a finding of contempt and thus no basis for an award of attorney's fees.

As indicated above, Rudicill's Rule 59(e) motion is denied as to the Court's previous rulings, however, this Amended Order is issued to clarify any misunderstandings or lack of clarity.

IT IS SO ORDERED.

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Steven C. Kirven, Master-in-Equity  
Anderson and Oconee Counties



Anderson Common Pleas

**Case Caption:** Carl T Rudicill VS Home Shield Roofing , defendant, et al

**Case Number:** 2024CP0402646

**Type:** Master/Order/Other

And it is so ordered

s/ Steven C. Kirven, Master in Equity, #3081