


STATE OF SOUTH CAROLINA)	IN THE COURT OF COMMON PLEAS
)	FIFTEENTH JUDICIAL CIRCUIT
COUNTY OF GEORGETOWN)	C.A. No.: 2022-CP-22-00650
Frank Henderson and Antioch Group,)	<p>ORDER APPOINTING L. WALTER TOLLISON, III, ESQUIRE AS RECEIVER</p>  <p>Feb 05 2026</p>
Plaintiffs,)	
vs.)	
Abundance Home Care and)	
Tyrhonda Priest,)	
Defendants.)	
)	
)	
)	
)	

SC Court of Appeals

On December 16, 2025, this Honorable Court entered judgment against Plaintiffs Frank Henderson and Antioch Group (“Plaintiffs”) in the amount of \$2,870,060.91. On December 17, 2025, Defendants Abundance Home Care and Tyrhonda Priest (“Defendants”) filed an Emergency Motion for Appointment of Receiver. This matter was heard before the Honorable Benjamin Culbertson on January 15, 2026.

Upon reviewing the record, the evidence, and the applicable law and hearing statements and representations of counsel, I find that Defendants’ Emergency Motion to Appoint Receiver should be granted and a receiver should be appointed with authority to pursue discovery from Plaintiffs and third parties, require the production of documents and other evidence, and take possession of Plaintiffs’ non-exempt assets and secure them, upon threat of contempt and sanctions by this Court for willful failure to cooperate with the receiver.

FINDINGS OF FACT

On December 15, 2025, Defendants appeared before the Honorable Benjamin Culbertson for a Damages Hearing in the above referenced matter. During the Damages Hearing, substantial information and evidence was presented which established the substantial fraud that had been

perpetrated by Plaintiffs Frank Henderson and Antioch Group on Defendants. After hearing all of the evidence, the Court entered a judgment on December 16, 2025, in favor of Defendants against Plaintiffs, jointly and severally, in the amount of \$2,870,060.91 for actual damages, lost profits and punitive damages.

During the damages hearing, evidence was presented showing how Plaintiffs colluded with other individuals and utilized other companies and entities to defraud Defendants and how Plaintiffs sequestered, hid money, and breached their fiduciary duty to Defendants. Evidence was presented showing how Plaintiffs fraudulently transferred Defendants' money and funds to other entities owned and operated by Plaintiffs. Furthermore, evidence was presented showing how a forged document filed with the South Carolina Secretary of State, which included Defendant Priest's forged signature, was utilized by Plaintiffs to perpetrate this fraud on Defendants. Based upon the egregious conduct of Plaintiffs, the Court awarded Defendants punitive damages due to the willful, wanton and reckless conduct of Plaintiffs.

This Honorable Court has reviewed the Orders in this matter and on June 16, 2025, the Honorable William P. Keesley order on June 16, 2025 which granted Defendants' Motion for Sanctions and striking the pleadings of Plaintiffs in accordance with Rule 37 of the South Carolina Rules of Civil Procedure. Notably, the Order stated:

Plaintiffs representations to Defendants and the Court during the first Motion to Compel hearing on July 25, 2024, that they would produce the sought discovery, failing to and forcing a second Motion to Compel to be filed by Defendants, and the subsequent willful noncompliance with the representations at the February 20, 2025 Motion to Compel hearing are a continuation of Plaintiffs' dilatory tactics throughout this case which have prejudiced Defendants' ability to defend against Plaintiffs' claims and support their counterclaims with discoverable information necessary to prepare for trial. Plaintiffs were aware that a trial was imminent. Plaintiffs made numerous representations that they would produce the discovery both prior to and subsequent to both hearings on Defendants' Motions to Compel, all along breaching the deadlines and extensions to deadlines granted by Defendants' counsel. In the wake of those representations, Plaintiffs' failure to comply with the July 30, 2024 and February 25, 2025 Orders of the Court demonstrate a clear willful disobedience towards Court orders and callous

disregard for the Defendants' rights. In choosing to make false representations to opposing counsel, and even their own counsel, Plaintiffs effectively wasted over a year's worth of time. These actions alone are sufficient to grant an order of sanctions striking the pleadings of Plaintiffs. When taken as a whole in context with the Plaintiffs' prior discovery abuse, monetary sanctions and continuing noncompliance with orders and the Rules of Civil Procedure, it is apparent to this Court that no other sanction is likely to have an effect on the behavior of these Plaintiffs.

In order to protect their interests, Defendants filed this Motion for Emergency Appointment of L. Walter Tollison, III, Esquire, as a Receiver (the "Receiver") for Plaintiffs Frank Henderson and Antioch Group and along with other entities owned or controlled by Plaintiffs, including but not limited to, Heart of the Carolinas.

CONCLUSIONS OF LAW

1. The foregoing Findings of Fact are denominated Conclusions of Law to the extent that they constitute the same.
2. The Judgment was granted in favor of Defendants and has not been satisfied.
3. A receiver may be appointed after judgment to carry the judgment into effect. *See* S.C. Code Ann. § 15-65-10(2).
4. Furthermore, the Court finds that Defendants have established (1) an apparent right to the property which is the subject of the action; (2) that the property is in possession of Plaintiffs; and (3) that the property, or its rents and profits, are in danger of being lost or materially injured or impaired, satisfying the requirements for appointment of a receiver under S.C. Code Ann. § 15-65-10(1).
5. Moreover, the Court finds that an appointment of a receiver is warranted based on Plaintiffs "fraudulent conduct" and "moral fraud against the trial court" as displayed by Plaintiffs' pattern of discovery abuse and litigation misconduct. *See Welch v. Advance Auto Parts, Inc.*, 445 S.C. 640, 662, 916, S.E.2d 320, 332 (2025).
6. A receiver may be appointed to receive any distributions due to or to become due to the judgment debtor from a limited liability company in which the judgment debtor has a membership

interest. *See* S.C. Code Ann. § 33-44-504(a). Likewise, a receiver may receive other payments due a judgment debtor and “stands in the shoes of the debtor with respect to property of the latter,” as well as his “contractual relation[s].” *Jeffcoat v. Morris*, 300 S.C. 526, 389 S.E.2d 526 (Ct. App. 1989), *overruled on other grounds by United Carolina Bank v. Caroprop, Ltd.*, 316 S.C. 1, 4 (1994).

7. South Carolina law allows for the appointment of a Receiver under the facts of this case.

8. The Court concludes that Defendants are entitled to the appointment of a receiver in order to ascertain by investigation and to take possession of and secure assets and income of Plaintiffs to aid in carrying the judgment into effect.

NOW, THEREFORE, based upon the foregoing findings of fact and the conclusions of law, IT IS THEREFORE ORDERED that:

1. L. Walt Tollison, III, Esq. (“TOLLISON”) is hereby appointed as Receiver to ascertain by investigation and to take possession of and secure assets and income of Plaintiffs or other third party entities to which Plaintiffs have any direct or indirect ownership interest in or any control of, including but not limited to, the following entities: Heart of the Carolinas, LLC, Faith, Hope, and Charity Residential Care, LLC, Miller Place Residential Care, LLC, Sherman Residential Care, LLC, Ruby Donald Residential Care, LLC, Ruby Donald Real Estate, LLC, Palmetto Breakfast Club, LLC, Palmetto Holdings Greer, LLC, Jackson Frank, LLC, and Palmetto Business Partners, LLC (all of the foregoing herein referred to as the “Plaintiffs’ Property” or “property”).

2. Within ten (10) business days following the entry of this Order, and on an ongoing basis as long as this Order remains in effect, Plaintiffs shall surrender and deliver possession to TOLLISON all of the assets, property, and records relating to assets, property, and income that they may possess, own or control, directly or indirectly, legally or equitably, including but not limited to the above-identified third-party entities, and all assets and property of Henderson and Antioch Group and other entities located by Receiver, all records that relate to or may lead to the discovery of assets, property, and income of

Plaintiffs, and all assets and property that Plaintiffs hereafter receives or acquires, directly or indirectly, legally or equitably, while the Order is in effect, with the exception of property that is exempt from execution or levy (for example, the homestead exemption) (“Exempt Property”). As to such Exempt Property, Plaintiffs shall not dispose of or encumber such property beyond the statutory amount of the exemption. If such property is already encumbered such that the owner’s equity in the property is less than the amount of the exemption, the owner shall not further encumber or dispose of the property.

3. Effective as of and from the date of the entry of this Order, all funds or other property that are received by Plaintiffs or other entities, except for Exempt Property, shall be delivered to the Receiver and deposited with a bank of Receiver’s choice or otherwise secured by Receiver.

4. The Receiver will be and hereby is authorized and directed to take immediate possession of the Plaintiffs’ and third-parties’ property and assets as set forth above and to exercise full control over Plaintiffs’ and third-parties’ property and assets, except for Exempt Property, provided that Receiver shall not sell or dispose of such assets until further order of this Court, and the Receiver in so doing will have all powers generally available to Receivers under the laws of the State of South Carolina, and will have, among others, the following specific powers:

(a) The power and authority to take possession of Plaintiffs’ property and assets. All parties in possession of such property are to surrender it to the Receiver upon demand. This property shall include, but not be limited to the following:

- i. Real Property
- ii. Goods
- iii. Inventory
- iv. Equipment
- v. Chattel Paper and Accounts
- vi. Securities and Instruments, including but not limited to Stocks, Membership Interests, Bonds,

and Promissory Notes

vii. Investment Property

viii. Contracts and other Documents

ix. Deposit Accounts

x. Commercial Tort Claims

xi. Money

xii. Letter of Credit Rights

xiii. General Intangibles

xiv. Supporting Obligations

xv. All Cash or Equivalents, Savings Accounts, Brokerage Accounts, any other bank accounts of Plaintiffs or other entities; and

xvi. All proceeds and products, including but not limited to rent, of above.

This property shall not include Exempt Property.

(b) Gather all books and records of Plaintiffs and other entities, and subpoena or otherwise require production of books and records of third parties, including but not limited to a list of all aliases Plaintiffs have used, a list of all family members and entities with which Henderson is affiliated, and historical records showing any asset transfers or dispositions by Henderson, family members, or affiliated entities and all salary, dividend, distribution, and other compensation payments to Henderson, his family members, or any entity with which he is affiliated, to determine the existence and amount of all Henderson's rights, debts and obligations together with all their assets;

(c) To control all bank, brokerage, and trust accounts owned by or for the benefit of Plaintiffs and other entities in which Plaintiffs have control of or a direct or indirect ownership interest in. No other persons shall have any authority or control over any funds in the accounts, including but not limited to authority or control to disburse funds;

(d) With respect to any insurance coverage in existence or obtained, the Receiver shall be named as an additional insured on the policies for the period that the Receiver shall be in possession of the property insured;

(e) The Receiver is hereby authorized to demand and receive any dividends or distributions due to or to become due to Plaintiffs or any other entities in which Plaintiffs have control of or any direct or indirect ownership or membership interest, including but not limited to Plaintiffs; and any such corporation or limited liability company is hereby directed and enjoined, upon receipt of this Order, to make such distribution(s) only to the Receiver while this Order is in effect.

5. Receiver shall have no obligation to pay for accrued wages, benefits, and taxes, payroll or other amounts, accrued in advance of the date of this Order, whether currently due or owing.

6. The Receiver will furnish to the Court and to the Parties quarterly statements itemizing property that has been secured by Receiver pursuant to this Order. Such report will be filed within thirty (30) days after the end of each calendar quarter, the first such report to be due thirty days after the end of the first quarter after this Order is entered and quarterly thereafter. The parties to this litigation will be entitled to inspect the books and records of the Receiver concerning assets held by it pursuant to this Order at reasonable times and with reasonable notice, subject to the Confidentiality Order in this case.

7. Without further Order of the Court, the Receiver shall be entitled to payment of professional fees and expenses incurred by the Receiver to be paid by Plaintiffs. Receiver's professional fees shall be charged at Receiver's reasonable hourly rate and at such lesser rates as he ordinarily charges for associate and paralegal time. All photocopies and facsimile charges along with necessary out-of-pocket expenses (including travel and lodging) will be billed at cost. All fees and expenses of the Receiver shall be accounted for in the Quarterly Statement of Operations.

8. The Receiver will have such additional powers as are provided by law and as this Court may from time to time direct.

9. No person or entity shall file suit against the Receiver, Defendants, or Defendants' counsel for actions taken in compliance with this Order.

10. The Receiver shall have no personal liability in connection with any liabilities, obligations, liens or amounts owed to any creditors or claimants of Plaintiffs.

11. The Receiver and his employees, agents, and attorneys shall have no personal liability or obligation and shall have no claim asserted against them in connection with the Receiver's actions under this Order.

12. The Receiver may, in its discretion, notify this Court and the parties to this action that the Receivership is not practical, and upon such notice all duties of the Receiver shall terminate except with regard to liabilities which arise prior to the date of the notice. The Court may then appoint a new Receiver to take any and all such other action as it deems appropriate. Receiver shall turn over all of the assets and records secured pursuant hereto to any successor receiver appointed by the Court and shall file a final accounting with the Court.

13. In the event that Plaintiffs fail to turn over the property and other items required by this Order within ten (10) business days, the appropriate County Sheriff is hereby ordered to take all necessary actions and appropriate force to give full effect to the terms of this Order.

14. All persons who receive notice of this Order are enjoined from interfering with the powers and duties of the Receiver.

15. All providers of insurance with respect to the Property are prohibited and enjoined from cancelling such insurance policies provided that the Receiver pays the applicable premiums for any prospective exposure going forward under the receivership, and such premiums may be paid from assets secured by the Receiver pursuant to this Order.

16. The Receiver is not responsible for filing any federal, state, or local tax returns including those relating to any activities during the receivership but is entitled to collect any tax refunds payable to

Plaintiffs.

17. The Receiver and the parties to this case may at any time apply to this Court for instructions or orders and for further powers necessary to enable the Receiver to perform the Receiver's duties properly.

18. IT IS FURTHER ORDERED that pending further Order of this Court, Plaintiffs and their respective agents, partners, managers, employees, assignees, heirs, representatives, affiliates or related entities and all other persons acting in concert with them who have actual or constructive knowledge of this Order, and their agents and employees, shall not:

A. Commit Waste: Plaintiffs shall not commit or permit any waste of the Property or any part thereof or suffer or commit, or permit any act on, the Property or any part thereof in violation of law, or remove, transfer, encumber or otherwise dispose of any of the Property or the fixtures presently on the Property or any part thereof.

B. Cash or Credit Card Receipts: Plaintiffs shall not discount or in any other way divert or use any of the monies from the Property, including, but not limited to, rents, cash from sales, or credit card receipts.

C. Interfere with Receiver: Plaintiffs shall not directly or indirectly interfere in any manner with the discharge of the Receiver's duties under this Order or the Receiver's possession of the Property.

D. Transfer or Encumber the Property: Plaintiffs shall not expend, disburse, transfer, assign, sell, convey, devise, pledge, mortgage, create a security interest in, encumber, conceal or in any manner whatsoever deal in or dispose of the whole or any part of the Property, including, but not limited to, the cash, rents inventory, and fixtures without prior Court Order.

E. Impair Preservation of Property or Defendants' Interest: Plaintiffs shall not do any act which will, or which will tend to impair, defeat, divert, prevent or prejudice the preservation of the Property, or the preservation of Defendants' interest in the Property. Plaintiffs are further enjoined from making any payments or transfers of funds or property to or from any affiliates, insiders, directors, officers,

family members, or any other person or entity controlled by or otherwise related to any affiliates, insiders, directors, and/or officers.

IT IS SO ORDERED.



Georgetown Common Pleas

Case Caption: Frank Henderson , plaintiff, et al VS Infinity Home Care , defendant,
et al
Case Number: 2022CP2200650
Type: Order/Appointment of Receiver

Presiding Circuit Court Judge

s/Benjamin H. Culbertson, Judge Code 2148