

RECEIVED
Mar 19 2026
SC Court of Appeals

THE STATE OF SOUTH CAROLINA

In The Court of Appeals

APPEAL FROM GREENVILLE COUNTY

Court of Common Pleas

Charles B. Simmons, Master in Equity
and Special Circuit Court Judge

Appellate Case No. 2025-001522

Synovus Bank, Respondent,

v.

Jeffrey L. Clemens, Appellant

APPELLANT'S INITIAL REPLY BRIEF

/s/ James G. Carpenter
S.C. Bar No. 1136
THE CARPENTER LAW FIRM, PC
819 E. North Street
Greenville, South Carolina 29601
(864) 235-1269
Attorneys for Appellant

March 19, 2026
Other Counsel of Record:

Mary Caskey
Haynesworth Sinkler Boyd, PA
PO Box 1889
Columbia, SC 29211
Attorneys for Synovus Bank

Table of Contents

| | |
|-------------------------------------|----|
| Table of Authorities..... | ii |
| Statement of the Case in Reply..... | 1 |
| Argument | 3 |
| Conclusion | 4 |

Table of Authorities

Cases

First Citizens Bank and Trust Company, Inc. v. Taylor,
431 S.C. 149, 157-58, 847 S.E.2d 249, 253 (2020).....4

STATEMENT OF THE CASE IN REPLY

In 2008, Jeffrey L. Clemens borrowed money from Synovus Bank. Later that year, the real estate market crashed. After the crash, Clemens continued to pay the \$3,200 monthly payment, until 2019. The bank sued him on the note and took a judgment for \$395,998.18.

The bank brought supplemental proceedings.

In response to the supplemental proceedings, Clemens has provided his tax returns for 2019-2024. He has provided all requested bank statements. He has provided all requested credit card statements. He has provided all documentation required. The bank has taken his deposition twice.

He did miss one court hearing because his attorney's emails went to his spam folder, and he wasn't aware of the hearing. He has attempted repeatedly to settle with the bank, without success. He is not the scofflaw that the bank attempts to say he is.

The Court entered a Charging Order on December 2, 2021 (Order 12.2.21). The bank allowed the charging order to expire two years later. The 2021 charging order gave the bank the opportunity to extend the Order, which they failed to do.

Nine months after the expiration, the Court entered a new Order and Rule to Show Cause that restricted Clemens from "transferring any assets out of the ordinary course of business until otherwise ordered by this Court." (Order 9.18.24)

Three months later, the Circuit Court "extended" the Charging Order for 90 days from December 12, 2024, until March 12, 2025. (Order 1.2.25). On March 14, 2025, the Court entered a Charging Order effective from March 13, 2025, to September 21, 2026 (Order 3.14.25). Clemens is not challenging the Judgment, the entry of the Charging Order, or its renewals.

Clemens challenges only the Court's Order entered on June 30, 2025, that required Clemens to pay the Bank \$9,494 that was partial repayment of a loan (principal only) from many years earlier, received in December 2024, a year after the first Charging Order had expired, and before it was renewed (Order 6.30.25). Clemens contends this compulsion violates his rights to due process.

Many years earlier, Clemens and his wife made the loan from marital assets to The Cliffs developer to help sustain their home neighborhood. Clemens further contends that requiring him to pay on the judgment from funds that partially repaid the principal from a loan exceeds the legitimate power and judgment of the Court. Clemens and his wife have received back only about \$30-\$40,000 of the \$100,000 investment. Further, The Cliffs went into bankruptcy, and as a result, did not pay interest on the loan, but repaid only part of the principal. Because there is no income, it should not be something the bank can seize to help repay the debt.

Further, the loan from the bank at issue was in his name only; only he was obligated. Accordingly, at most, the amount payable on the judgment should be only that half of the repayment attributable to Clemens, not to his wife, as the Court acknowledged in the Order entered June 30, 2025 (Order 6.30.25).

The bank states, "Clemens submitted, for the first time on March 6, 2025, information as to the origin of the money owed by Computer, which purported to show that the funds were loaned jointly by Clemens and his wife to the Cliffs." (Respondent's brief, page 7). That is not exactly true. Clemens testified in his deposition dated February 17, 2025,

So **my wife and I made a loan** back to The Cliffs. It's probably somewhere around 2009 at 2010, something like that, towards building the golf course, that kind of stuff at Mount Park, and they were supposed to pay back the capital plus interest. And then about 18 months after we did the loans, they went into bankruptcy.

Clemens deposition, p. 45, l. 21-p. 46, l.2 (emphasis added). Accordingly, Clemens had disclosed the loan from marital assets prior to March 6, 2025.

ARGUMENT

The Charging Order entered December 2, 2021, expired December 2, 2023. On December 6, 2024, Clemens received partial principal repayment from a joint investment made many years earlier. Clemens received a check for \$9,494. This partial principal repayment should not be applied to the debt. First, the Charging Order had expired a year earlier.

Second, the check is a partial repayment of a \$100,000 loan from joint marital funds. *See* the Subscription Agreement dated April 1, 2010 (Subscription Agreement). *See also* checks for \$95,000, and \$5,100 (checks). Both checks were issued from the joint account of Clemens and his wife. Accordingly, this money is not income, but it represents only a partial repayment of their losing investment.

The previous Charging Order had expired a year earlier, and he is not obligated to give the judgment creditor the partial repayment. (Order 12.2.21).

Second, the proceeds arose from an investment in The Cliffs subdivision, to sustain the developer through a cash flow shortage. Clemens and his wife lent money to the developer to save the subdivision, and they hoped to receive repayment of their loan.

The Circuit Court acknowledged that Clemens and his wife had jointly contributed marital funds to lend or invest the money. Accordingly, at most, any proceeds should be split, and only that half of the proceeds attributable to Clemens should be applied to this judgment (Order 6.30.25).

The Circuit Court ruled that **going forward** from the date of the June 30, 2025, Order, only one half of the proceeds would be payable, but looking back, that repayment received in 2023 and

2024, must be paid to the Bank **in whole**, including those funds belong to Clemens's wife (Order 6.30.25). This ruling violates Clemens's rights to due process. *See First Citizens Bank and Trust Company, Inc. v. Taylor*, 431 S.C. 149, 157, 847 S.E.2d 249, 253 (2020).

Third, Clemens has not contested the need to pay Synovus 50% of the \$6,145.17 received from the IT-SPE in November 2023, while the Order was in force, but objects to paying 100% of those funds, since those proceeds arose from jointly owned marital funds.

CONCLUSION

WHEREFORE, Clemens prays the Court to reverse the judgment of the Circuit Court and rule that after the Charging Order had expired, it was error to compel payment from Clemens from the partial repayment of the debt; and at most, any proceeds from the IT-SPE should be split 50/50 with only half of the proceeds representing the equitable interest of the debtor be applied to this debt.

Respectfully submitted,
THE CARPENTER LAW FIRM, P.C.

/S/ James G. Carpenter

S.C. Bar No. 1136
819 E. North Street
Greenville, SC 29601
Telephone: (864) 235-1269
Facsimile: (864) 331-3083
Attorney for Appellant

March 19, 2026

RECEIVED

Mar 19 2026

SC Court of Appeals

Certificate of Service

The undersigned attorney hereby certifies that he served a copy of the foregoing Appellant's Initial Brief on counsel for Defendants by email as allowed by the rules on Thursday, March 19, 2026, to the following:

Mary Caskey
Haynesworth Sinkler Boyd, PA
PO Box 1889
Columbia, SC 29211
Attorney for Synovus Bank

/S/ James G. Carpenter

S.C. Bar No. 1136
THE CARPENTER LAW FIRM, P.C.
819 E. North Street
Greenville, South Carolina 29601
Tel. (864) 235-1269
Fax (864) 331-3083
Attorneys for Appellants