THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM ANDERSON COUNTY
Court of Common Pleas

Jane H. Merrill, Circuit Court Judge

Appellate Case No.: 2025-002252

T. Cox Builders, LLC ..... Appellant,

v.

Piedmont Vacant Properties, LLC and Watson Engineering, Inc. ..... Respondents.

RESPONDENTS' MOTION TO DISMISS APPEAL

Now come the Respondents, Piedmont Vacant Properties, LLC and Watson Engineering, Inc. (collectively, "Respondents"), by and through their undersigned counsel and pursuant to Rule 240 of the South Carolina Appellate Court Rules, and hereby move this Court for an order dismissing the appeal of Appellant T. Cox Builders, LLC ("Appellant") for the reasons set forth below.

STATEMENT OF THE CASE

This case arises from a dispute between Appellant and Respondents regarding the construction of a custom-built residential lake home located in Anderson County, South Carolina. On July 17, 2023, Appellant filed suit against Respondents, asserting claims for breach of contract, quantum meruit, account stated, and non-compliance with S.C. Code Ann. § 21-1-15. On August 21, 2023, Respondents answered the Complaint and asserted compulsory counterclaims for breach of contract, breach of the implied covenant of good faith and fair dealing, negligence, and

promissory estoppel. A bench trial was conducted before the Honorable Jane H. Merrill between July 8, 2025 and July 10, 2025. On September 9, 2025, Judge Merrill issued an Order Granting Relief to Defendants [Respondents] and Denying Relief to Plaintiff [Appellant] and entered judgment in favor of Respondents in the amount of $149,939.41. (See Ex. A.) On September 19, 2025, Appellant filed a Motion to Reconsider, Alter, or Amend pursuant to Rule 59(e) of the South Carolina Rules of Civil Procedure, to which Respondents opposed by way of reply memorandum filed on September 30, 2025. The Court issued a Form 4 Order denying Appellant's Motion to Reconsider, Alter, or Amend on October 6, 2025. (See Ex. B.)

At all times throughout the lawsuit, Appellant was represented by Townes B. Johnson, III, of the law firm of Townes B. Johnson, III, LLC. However, following entry of the judgment, Appellant retained another firm—Shipman Miranda Law, LLC—who contacted Respondents' counsel on October 17, 2025, inquiring about the payoff amount for the judgment, including "how quickly" a satisfaction of judgment could be recorded, and requesting that Appellant's payoff remain "good" until October 24, 2025. (See Ex. C.) Counsel for Respondents provided the requested information to Appellant's counsel on October 20, 2025, and in subsequent communications, provided wire instructions for the payoff of the judgment at the request of Appellant's counsel. (See Ex. D.)

Curiously, in what appeared to be a clear case of client miscommunication, Attorney Johnson emailed counsel for Respondents on October 22, 2025, advising that he "plan[ed] to fil[e] the Notice of Appeal in the morning" and attached a consent order for posting a bond. (See Ex. E.) Appellant, however, did not file a Notice of Appeal the following morning, but rather proceeded to wire payment to Respondents on Friday, October 24, 2025, in the amount of $152,065.21—the judgment amount plus post-judgment interest through October 24, 2025.

Accordingly, on Monday, October 27, 2025, Respondents filed a Satisfaction of Judgment that was accepted by the Court on the same day. (See Ex. F.) Notably, Appellant never communicated, or even intimated, that the payoff was being tendered under protest or threat of execution, leading Respondents to believe the judgment payoff concluded the matter with finality.

On November 3, 2025, Appellant filed a Notice of Appeal, despite having notice of the filed Satisfaction of Judgment. Respondents now move to dismiss Appellant's appeal on the grounds of waiver and mootness.

ARGUMENT

Under the principles of waiver and mootness, it is a matter of long-settled law in South Carolina that where a judgment has been voluntarily paid, there is nothing for a court to consider on appeal, and a motion to dismiss the appeal will be granted. Reedy River Power Co. v. City of Laurens, 109 S.C. 210, 96 S.E. 116, 116 (1918). These doctrines—firmly recognized by our courts—compel the conclusion that Appellant's voluntarily payment of the judgment extinguishes its right to appellate review.[1]

The South Carolina Supreme Court reached this conclusion in State v. Morris, holding a defendant waived his right to appeal by voluntarily paying the fine imposed by the trial court, thereby satisfying the judgment and bringing the case to an end. 249 S.C. 589, 590, 155 S.E.2d 623, 623–24 (1967). Likewise, in Town of Batesburg v. Mitchell, the Court held that even a payment made "under protest" forfeits the right to appeal because payment conclusively terminates the controversy. 58 S.C. 564, 37 S.E. 36, 38 (1900).

[1] In certain circumstances, not preset here, a party's involuntarily satisfaction of judgment has been found to not foreclose appellate review. Montgomery Holdings, LLC v. Merlo, Op. No. 6135 (S.C. Ct. App. Feb. 11, 2026) (holding the appellant's payment of the judgment did not constitute a voluntary relinquishment of appellate rights where the appellant paid the judgment only to avoid an imminent forced sale of his real property).

Although Morris and Mitchell are criminal cases, there is no principled basis to confine the applicability of these doctrines to criminal proceedings. If anything, they apply with even greater force in the civil context, where payment of a judgment carries significant legal and economic consequences. Payment extinguishes the judgment creditor's lien, eliminates accrual of post-judgment interest pending the appeal and priority over other creditors, and materially alters the parties' rights and obligations. Those consequences embody finality—and finality is incompatible with continued appellate litigation. It is also precisely why voluntary payment is treated as a waiver, because it reflects a conscious election to end the dispute.

Most courts across the country have uniformly held that a party may not voluntarily pay a civil judgment and then seek to revive the controversy on appeal. See, e.g., Lyon v. Ford Motor Co., 604 N.W.2d 453 (N.D. 2000) (collecting cases). Texas law is illustrative. There, it is settled that "when a judgement debtor voluntarily pays and satisfies a judgment rendered against him, the cause becomes moot [and] [h]e thereby waives his right to appeal and the case must be dismissed." Highland Church of Christ v. Powell, 640 S.W.2d 235, 236 (Tex. 1982); see also F.D.I.C. v. Spring Branch Indep. Sch. Dist., No. B14-91-00899-CV, 1992 WL 117402 (Tex. Ct. App. June 4, 1992) ("When a judgment debtor voluntarily pays and satisfies a judgment rendered against him, the cause becomes moot."). "The basis for this rule is to prevent a party who has freely decided to pay a judgment from changing his mind and seeking the court's aid in recovering the payment." Powell, 640 S.W.2d at 236. "A party should not be allowed to mislead his opponent into believing that the controversy is over and then contest the payment and seek recovery." Id. "Voluntary payment ends the controversy, and appellate courts will not decide moot cases involving abstractions." Id.

Other jurisdictions are in accord. The Supreme Court of Ohio, for instance, has held that "[i]t is a well-established principle of law that a satisfaction of judgment renders an appeal from that judgment moot." Blodgett v. Blodgett, Ohio St. 3d 243, 245, 551 N.E.2d 1249, 1250 (Ohio 1990). The Blodgett court relied on nearly 100 years of precedent in its opinion, stating "[w]here the court rendering judgment has jurisdiction of the subject-matter of the action and of the parties, and fraud has not intervened, and the judgment is voluntarily paid and satisfied, such payment puts an end to the controversy, and takes away from the defendant the right to appeal or prosecute error or even to move for vacation of judgment." Id. (quoting Rauch v. Noble, 169 Ohio St. 314, 316, 159 N.E.2d 451, 453 (Ohio 1959)).

The rationale for such a result is straightforward and compelling: allowing a party to voluntarily satisfy a judgment and later attempt to overturn it would undermine finality, invite gamesmanship, and unfairly prejudice the prevailing party who reasonably relied on the payment as an end to the litigation. See Lyon, 604 N.W.2d at 457 ("The majority rule also promotes the interests of certainty and finality, and the judicial policy of furthering the intentions and legitimate expectations of the parties."). As courts have recognized, it would be fundamentally inequitable to allow a party who has voluntarily paid a judgment to "change his mind" and revive the controversy by appeal, as such a course would be misleading to his opponent who rightfully believed the case to be over upon payment of the judgment. See, e.g., Powell, 640 S.W.2d at 236; Lyon, 604 N.W.2d at 457 ("The rule that a judgment debtor waives the right to appeal is intended to prevent a party who voluntarily pays a judgment from later changing his mind and then seeking the court's aid in recovering payment.").

Courts in Florida, Arkansas, Tennessee, Maryland, Kansas, New Mexico, North Dakota, Minnesota, Michigan, Montana, and South Dakota, among others, have reached the same

conclusion: voluntarily payment of a judgment—whether in full or in part—waives the right to appellate review. See, e.g., Culp v. Sandoval, 22 N.M. 71, 159 P. 956 (N.M. 1916); Franzen v. Dubinok, 45 Md. App. 728, 732, 415 A.2d 621, 623 (Ct. Spec. App. 1980), aff'd, 290 Md. 65, 427 A.2d 1002 (1981) (holding appellant's voluntary payment of damages in satisfaction of a judgment that resulted in the entry of a satisfaction of judgment waives the appellant's right to maintain an appeal of that judgment); Grant v. Wester, 679 So.2d 1301, 1305 n.4 (Fla. Dist. Ct. App. 1996) (citation omitted) ("[U]nder the majority rule, if a defendant voluntarily pays a judgment entered against him, the case is moot[.]"); Adams v. Mellen, 618 S.W.2d 485, 490 (Tenn. Ct. App. 1981) ("[V]oluntary payment of a judgment does waive the right to appeal[.]"); Barringer v. Hall, 89 Ark. App. 293, 305, 202 S.W.3d 568, 576 (Ark. Ct. App. 2005) ("If an appellant voluntarily pays a judgment, then the appeal from that judgment is moot, and we will not decide it."); Varner v. Gulf Ins. Co., 254 Kan. 492, 495, 866 P.2d 1044, 1046 (Kan. 1994) (finding voluntary compliance with the trial court's judgment by payment of judgment waives a party's right to appeal even where the party has expressed an intent not to waive the right to appeal because "a party who voluntarily complies with a judgment cannot thereafter adopt an inconsistent position and appeal the judgment").

In determining whether a judgment was voluntarily satisfied, courts apply various rules. Some of the most prevalent rules were summarized by the court in Lytle v. Citizens Bank of Batesville, 4 Ark. App. 294, 630 S.W.2d 546, 547 (Ark. Ct. App. 1982):

> Some jurisdictions hold that the payment of a judgment under any circumstances bars the payer's right to appeal. However, in the majority of jurisdictions, the effect of the payment of a judgment upon the right of appeal by the payer is determined by whether the payment was voluntary or involuntary. In other words, if the payment was voluntary, then the case is moot, but if the payment was involuntary, the appeal is not precluded. The question which often arises under this rule is what constitutes an involuntary payment of a judgment. For instance, in some jurisdictions the courts have held that a payment is involuntary if it is made under

> threat of execution or garnishment. There are other jurisdictions, however, which adhere to the rule that a payment is involuntary only if it is made after the issuance of an execution or garnishment. Another variation of this majority rule is a requirement that if, as a matter of right, the payer could have posted a supersedeas bond, he must show that he was unable to post such a bond, or his payment of the judgment is deemed voluntary.

See also Metro. Dev. & Hous. Agency v. Hill, 518 S.W.2d 754, 760-66 (Tenn. Ct. App. 1974).

Regardless of the rule applied here, the conclusion remains the same: Appellant's payment was voluntarily and was not made under protest or threat of execution. Respondent did not request payment, initiate collection procedures, or execute on the judgment. Likewise, there is nothing in the record to suggest that payment was made under duress or coercion or that Appellant was unable to seek a supersedeas bond, which would have stayed any enforcement of the judgment. As the Court stated in Lyon,

> There are existing avenues judgment debtors may pursue to protect themselves from judgment collection efforts during the pendency of an appeal. A supersedeas bond . . . is designed to maintain the status quo and protect the judgment holder against any loss it may sustain as a result of an unsuccessful appeal.

Lyon, 604 N.W.2d at 457. Here, Appellant expressed an intent to post a supersedeas bond but elected not to. See Hermesch v. Haverkamp, 191 Kan. 365, 381 P.2d 360, 362 (Kan. 1963) (holding payment of a judgment, even if pursuant to execution, cuts off the right to appeal where no request for bond was made).

Even jurisdictions that apply a more lenient standard would reach the same result here. For example, Oklahoma requires a showing that payment was made with intent to conclude the matter—but that standard is easily satisfied when the payment was made to fully discharge the judgment and settle the dispute. See Grand River Dam Auth. v. Eaton, 803 P.2d 705, 709, 1990 OK 133, ¶ 14 (Okla. 1990). That is exactly what occurred here. The record confirms that Appellant paid the judgment deliberately and for the express purpose of ending the litigation to

move on to other business matters. Correspondence between counsel demonstrates that Appellant sought to resolve the matter completely and promptly. (See Ex. D ("Our client is asking how quickly the satisfaction can be recorded. 24 to 48 hours, 1 week, etc.")). The payment was voluntary, unconditional, and not made under duress or protest.

Further still, once a judgment has been voluntarily satisfied, it is extinguished, and no further judicial relief is possible. An appellate court, therefore, cannot grant effectual relief in an appeal from a satisfied judgment because the judgment no longer exists—legally and practically—for the court to disturb. See Protopapas v. Wall, Templeton & Haldrup, P.A., 442 S.C. 217, 227, 898 S.E.2d 150, 155 (Ct. App. 2023) (citing Sloan v. Friends of the Hunley, Inc., 369 S.C. 20, 26, 630 S.E.2d 474, 477 (2006)) ("A moot case exists where a judgment rendered by the court will have no practical legal effect upon an existing controversy because an intervening event renders any grant of effectual relief impossible for the reviewing court."); Wayne's Auto. Ctr., Inc. v. S.C. Dep't of Pub. Safety, 431 S.C. 465, 476, 848 S.E.2d 56, 62 (Ct. App. 2020) ("Mootness also arises when some event occurs making it impossible for the reviewing court to grant effectual relief.").

The only theoretical remedy available to an appellate court would be an order of restitution, or an unwinding, of the satisfied judgment—yet that remedy is both impractical and would subvert the principles of finality and judicial economy that underlie the civil justice system. Once a judgment has been voluntarily paid and satisfied, the controversy is over. Requiring the trial court to later reconstruct the parties' financial positions is not a return to the status quo—it is a forced reopening of a closed case that creates new disputes, new litigation, and new burdens on the courts. See Lyon, 604 N.W.2d at 457 ("[W]e see no utility in judicially authorizing yet another avenue for protection from judgment collection efforts during the pendency of an appeal, which would

result in little more than a rash of restitution suits for recovery of voluntary payments on later-reversed judgments.").

Restitution proceedings following satisfaction of judgment would cause judicial waste, requiring trial courts to determine not merely what was paid, but what is now owed years later following a lengthy appeals process—a question that often involves interest calculations, offsets, partial payments, credits, post-judgment accruals, and perhaps third-party liens. The court must then adjudicate competing claims over funds that, by definition, were already lawfully transferred pursuant to the satisfaction of a final judgment. This transforms what should be a ministerial act—the enforcement of a judgment—into a second round of complex litigation. That inefficiency is not hypothetical. Once payment is made, the judgment creditor may have disbursed funds, satisfied liens, paid attorneys, extinguished debts, or relied on the payment in other legally consequential ways. Requiring restitution forces the trial court to trace funds, unwind transactions, and adjudicate rights of third parties who were never part of the underlying litigation giving rise to the judgment or ensuing appeals. The result is satellite litigation that far exceeds the scope of the appellate dispute and burdens courts with issues that would not exist but for the appellate court's decision to undo a satisfied judgment.

Judicial economy exists precisely to prevent this kind of waste. Courts are not designed to operate as financial clearinghouses, repeatedly recalculating and redistributing money and resolving restitution disputes after final judgments have been executed. The civil system relies on a simple and administrable rule: when a party voluntarily pays a judgment, the case ends. That rule promotes efficiency, predictability, and reliance, allowing courts to close files and move on to live controversies. An appellate court that orders restitution of a fully paid judgment does the

opposite: it creates new litigation where none should exist, consumes scarce judicial time, and undermines the stability of judgments on which parties and courts alike depend.

For these reasons, Appellant's appeal of its fully satisfied judgment—paid voluntarily without protest—must be dismissed.

CONCLUSION

Under settled principles of waiver and mootness, Appellant's appeal should be dismissed.

Respectfully submitted,

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March 23, 2026
Charleston, South Carolina

THE STATE OF SOUTH CAROLINA
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APPEAL FROM ANDERSON COUNTY
Court of Common Pleas

Jane H. Merrill, Circuit Court Judge

Appellate Case No.: 2025-002252

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v.

Piedmont Vacant Properties, LLC and Watson Engineering, Inc. ..... Respondents.

PROOF OF SERVICE

This is to certify that I have this day served counsel for Appellant T. Cox Builders, LLC in the foregoing matter with a copy of ***Respondents Piedmont Vacant Properties, LLC's and Watson Engineering, Inc.'s Motion to Dismiss Appeal*** via electronic mail only, addressed as follows:

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March 23, 2026

Charleston, South Carolina

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VIA E-FILING
The Honorable Jenny Abbott Kitchings
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Re: T. Cox Builders, LLC v. Piedmont Vacant Properties, LLC and Watson Engineering, Inc.
Appellate Case No.: 2025-002252
MVA File No.: 025370.000011

Dear Ms. Kitchings,

With regard to the above-referenced matter, please accept the enclosed **Respondents Piedmont Vacant Properties, LLC's and Watson Engineering, Inc.'s Motion to Dismiss Appeal** and **Proof of Service** for filing. The required filing fee in the amount of $50.00 is being mailed to the Court under separate cover.

By copy of this letter, I am serving Appellant's attorney with a copy of the Motion to Dismiss Appeal.

Thank you for your assistance in this matter. If you should have any questions or concerns, please feel free to contact me.

Sincerely,

MOORE & VAN ALLEN PLLC

Lauren N. Vriesinga

LNV/jbd

Enclosures: As Stated.

cc: **VIA EMAIL ONLY**
Townes B. Johnson, III