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SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM ANDERSON COUNTY
Court of Common Pleas

Steven C. Kirven, Master in Equity

Common Pleas Case No.2024-CP-04-02646

Appellate Case No. 2026-000116

Carl T. Rudicill

Appellant,

v.

Home Shield Roofing, and
Jeff Richardson,

Respondent.

RECORD ON APPEAL

TRULUCK THOMASON, LLC

s/ Jessie T. Carroll

Jessie T. Carroll

SC Bar No.: 106105

s/Adrienne A. Tauscheck

Adrienne A. Tauscheck

SC Bar No.: 107081

3 Boyce Avenue

Greenville, SC 29601

Phone: (864) 331-1751

jessie@truluckthomason.com

adrienne@truluckthomason.com

Attorneys for Appellant

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STATE OF SOUTH CAROLINA
COUNTY OF ANDERSON

IN THE COURT OF COMMON PLEAS
TENTH JUDICIAL CIRCUIT
C.A. No.: 2024-CP-04- 02646

Carl T. Rudicill,

Plaintiff,

v.

Home Shield Roofing, and Jeff
Richardson,

Defendants.

RULE TO SHOW CAUSE/ORDER

TO: WES LAMBERT, COUNSEL FOR DEFENDANTS:

WHEREAS, Plaintiffs obtained a judgment against the Defendants in the amount of \$36,000.00 as appears by the judgment roll filed with the Court; and

WHEREAS, Execution thereon was duly logged with the Sheriff of Anderson County for handling and was later returned *Nulla Bona*, as filed with the Court on January 21, 2025.

NOW, THEREFORE, IT IS ORDERED that you do appear before the Honorable Steven Kirven Master in Equity, at the Anderson County Courthouse, 100 South Main Street, 3rd Floor, Courtroom #2, Anderson, South Carolina 29624 on the 2nd day of April, 2025 at 12:00 o'clock p.m. and bring with you your books and records including:

1. Federal and state income tax returns, including all schedules, for the last three years;
2. Bank records (including checking and savings) for the last twelve months, showing all deposits and withdrawals in any and all bank accounts, wherever they may be located. Please also bring your check stubs and check registers covering this period;
3. Copies of all Deeds and Titles to assets owned by you;

4. Copies of all security agreements reflecting security interests over any of your assets;

You are required to testify under oath as to your property and income, and to show cause before Judge Kirven, if any you can, why a Receiver should not be appointed by this Court under §15-39-310 of the South Carolina Code of Laws, as amended, to take charge and to dispose of your property for the satisfaction of the aforesaid judgment. Any appeal of the Master's Order shall be directly to the South Carolina Supreme Court. This Order may be personally served on the Defendant(s) by any person competent to serve a summons and complaint pursuant to Rule 4(c), SCRCP.

IT IS SO ORDERED.

JUDGE'S ELECTRONIC SIGNATURE TO FOLLOW ON NEXT PAGE



Anderson Common Pleas

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

Case Number: 2024CP0402646

Type: Order/Rule To Show Cause

And it is so ordered

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

Electronically signed on 2025-02-27 12:53:06 page 3 of 3



THE LAW OFFICES OF
TRULUCK THOMASON, LLC

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April 8, 2025

Home Shield Roofing
Jeff Richardson
714 N. Gossett Street
Anderson, SC 29621

Re: Carl T. Rudicill v. Home Shield Roofing, and Jeff Richardson

Case No.: 2024-CP-04-02646

To Whom It May Concern:

Enclosed find Order on Rule to Show Cause as it relates to the above captioned matter, as well as a certificate of service for the same.

Feel free to contact our office if you have any questions.

TRULUCK THOMASON, LLC

Very respectfully,

Brandi Larobardiere
Litigation Paralegal

enclosure

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS OF
COUNTY OF ANDERSON	)	
	)	THE TENTH JUDICIAL CIRCUIT
	)	
Carl T. Rudicill	)	CASE NO. 2024-CP-04-02646
PLAINTIFF,	)	
	)	ORDER ON RULE TO SHOW CAUSE
VS.	)	
	)	
Home Shield Roofing, and Jeff Richardson,	)	
DEFENDANTS.	)	

This matter having come before the Court on Plaintiff's **Rule to Show Cause Motion**, before the Honorable Steven Kirven Master in Equity, and having heard and considered all oral arguments and testimony, and upon review of the appropriated authorities in this matter, the Court ORDERS the following:

IT IS ORDERED THAT Defendant, Jeff Richardson, individually, and as representative of Home Shield Roofing, either retain counsel that will communicate and deliver, or deliver directly within thirty (30) days, all books and records for Jeff Richardson, individually, and Home Shield Roofing, to Plaintiff's attorney, Jessie T. Carroll, including:

1. Federal and state income tax returns, including all schedules, for the last three years;
2. Bank records (including checking and savings) for the last twelve months, showing all deposits and withdrawals in any and all bank accounts, wherever they may be located. Please also bring your check stubs and check registers covering this period;
3. Copies of all Deeds and Titles to assets owned by you;
4. Copies of all security agreements reflecting security interests over any of your assets;

NOW, THEREFORE, IT IS ORDERED that Defendant shall provide all documents no later than thirty (30) days from the date of the hearing, April 2, 2025.

IT IS SO ORDERED!

Entered this ____ day of _____ 2025.

Honorable Steven C. Kirven, Master in Equity



Anderson Common Pleas

Case Caption: Carl T Rudicill VS Home Shield Roofing , defendant, et al
Case Number: 2024CP0402646
Type: Order/Rule To Show Cause

And it is so ordered

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

Electronically signed on 2025-04-08 15:39:53 page 3 of 3

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STATE OF SOUTH CAROLINA
COUNTY OF
ANDERSON

) IN THE COURT OF COMMON PLEAS OF

) THE TENTH JUDICIAL CIRCUIT

)

)

Carl T. Rudicill

)

CASE NO. 2024-CP-04-02646

PLAINTIFF,

)

)

VS.

)

CERTIFICATE OF SERVICE

)

)

Home Shield Roofing, and Jeff Richardson,

)

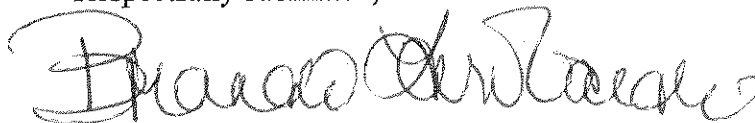
)

DEFENDANTS.

I, Brandi Larobardiere, certify on this date, April 8, 2025, I served Order on Rule to Show Cause dated April 8, 2025, on Home Shield Roofing and Jeff Richardson, Defendants, by mail to the last known address as follows:

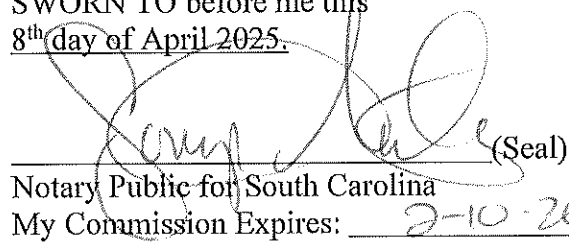
Home Shield Roofing
Jeff Richardson
714 N. Gossett Street
Anderson, SC 29621

Respectfully submitted,



Brandi Larobardiere
Paralegal

SWORN TO before me this
8th day of April 2025.



(Seal)

Notary Public for South Carolina

My Commission Expires: 2-10-2033

STATE OF SOUTH CAROLINA
COUNTY OF ANDERSON

IN THE COURT OF COMMON PLEAS
TENTH JUDICIAL CIRCUIT
C.A. No.: 2024-CP-04- 02646

Carl T. Rudicill,

Plaintiff,

v.

Home Shield Roofing, and Jeff
Richardson,

Defendants.

RENEWED
RULE TO SHOW CAUSE/ORDER

WHEREAS, Plaintiffs obtained a judgment against the Defendants in the amount of \$36,000.00 as appears by the judgment roll filed with the Court; and

WHEREAS, Execution thereon was duly logged with the Sheriff of Anderson County for handling and was later returned *Nulla Bona*, as filed with the Court on January 21, 2025.

WHEREAS, the Parties appeared before the Court on April 2, 2025, for a Rule to Show Cause Motion before the Honorable Steven Kirven Master in Equity, however, Defendant failed to bring any of the requested documents.

WHEREAS, the Court ordered on April 8, 2025, that within thirty (30) days of the order, Defendant, Jeff Richardson, shall provide to Plaintiff's attorney, Jessie T. Carroll, the required documents displaying Defendant's assets.

NOW, THEREFORE, IT IS ORDERED that you do appear before the Honorable Steven Kirven Master in Equity, at the Anderson County Courthouse, 100 South Main Street, 3rd Floor, Courtroom #2, Anderson, South Carolina 29624 on the 8th day of October, 2025 at 12:30 PM and bring with you your books and records including:

1. Bank statements for any account on which Defendant is an owner, signatory or has access to from November 2024 to present, including, but not limited to, personal and/or business checking accounts, savings accounts, credit union accounts, and investment accounts.
2. Copies of all financial records related to accounts in which Defendant is an owner, signatory, or has access from November 2024 to present, including, but not limited to, all bank records, all account transaction records (including withdrawals and deposits), and any financial information evidencing Defendants' assets.
3. All documents evidencing Defendants' monthly household bills, whether Defendants paid such bills, and where the assets Defendants used to pay such bills originated and are currently held.
4. All documents or financial records cataloging any other tangible assets with a value of \$500 or more.

You are required to testify under oath as to your property and income, and to show cause before Judge Kirven, if any you can, why a Receiver should not be appointed by this Court under §15-39-310 of the South Carolina Code of Laws, as amended, to take charge and to dispose of your property for the satisfaction of the aforesaid judgment. Any appeal of the Master's Order shall be directly to the South Carolina Supreme Court. This Order may be personally served on the Defendant(s) by any person competent to serve a summons and complaint pursuant to Rule 4(c), SCRCP.

IT IS SO ORDERED.

JUDGE'S ELECTRONIC SIGNATURE TO FOLLOW ON NEXT PAGE



Anderson Common Pleas

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

Case Number: 2024CP0402646

Type: Order/Rule To Show Cause

And it is so ordered

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

Electronically signed on 2025-08-29 13:09:52 page 4 of 4

STATE OF SOUTH CAROLINA
COUNTY OF ANDERSON

Carl T. Rudicill,

Plaintiff,

v.

Home Shield Roofing, and Jeff
Richardson,

Defendants.

IN THE COURT OF COMMON PLEAS
TENTH JUDICIAL DISTRICT

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

**ORDER
RULE TO SHOW CAUSE**

This matter came before the Court on October 8, 2025, pursuant to a Rule to Show Cause hearing requested by Plaintiff to determine Defendants' assets and value from which to satisfy the judgment previously entered in favor of Plaintiff.

WHEREAS, Plaintiffs obtained a judgment against the Defendants in the amount of \$36,000.00 as appears by the judgment roll filed with the Court;

WHEREAS counsel for Plaintiff, Adrienne Tauscheck, and Defendants personally appeared before the Court for said hearing;

NOW THEREFORE, upon consideration of the testimony and evidence presented, the Court makes the following findings:

The Court finds that Defendants presently hold no assets subject to execution or otherwise available to satisfy judgment.

The Court further finds that any funds located in Defendants' financial accounts represent wages, which this Court deems exempt from collection as this would constitute garnishment of

wages. As such, the Court finds that such funds are not subject to attachment or applicable in a payment plan in satisfaction of the judgment.

The Court declined to accept Plaintiff's counsel's attorney fee affidavit. The Court finds that Plaintiffs have already obtained a substantial judgment and that pursuing attorney's fees in this matter is not appropriate since Plaintiff's attorney does not represent Defendant, that Defendant should not be held responsible for Plaintiff's attorney's legal fees. The Court finds that Plaintiff would be fortunate to collect the \$36,000.00 in judgment as previously ordered.

The Court notes that any settlement discussions or payment arrangements remain within the Defendants' discretion. However, as the Defendant currently possesses no physical assets that the Court can order to be liquidated or applied toward the judgment, the Court is without authority to compel payment at this time.

IT IS THEREFORE ORDERED, that no further collection efforts shall be compelled by this Court against the Defendant at this time, and this matter shall remain dormant unless and until further assets become available or are disclosed.

Entered this ____ day of ____ 2025.

Honorable Steven C. Kirven Master In Equity



Anderson Common Pleas

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

Case Number: 2024CP0402646

Type: Order/Rule To Show Cause

And it is so ordered

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

Electronically signed on 2025-10-20 14:17:59 page 3 of 3

STATE OF SOUTH CAROLINA
COUNTY OF ANDERSON

IN THE COURT OF COMMON PLEAS
TENTH JUDICIAL CIRCUIT

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

Carl T. Rudicill,

Plaintiff,

vs.

AMENDED ORDER

Home Shield Roofing and Jeff
Richardson,

Defendant.

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.

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

Electronically signed on 2025-12-22 15:34:28 page 5 of 5

STATE OF SOUTH CAROLINA

COUNTY OF OCONEE

Carl T. Rudicill,

Plaintiff,

v.

Home Shield Roofing, and Jeff
Richardson,

Defendants.

IN THE COURT OF COMMON PLEAS
TENTH JUDICIAL DISTRICT

C.A. NO.: 2024-CP-37-00319

**CONFESSION OF JUDGEMENT OF
JEFF RICHRADSON & HOME SHIELD
ROOFING**

CONFESSION OF JUDGEMENT

WHEREAS, Home Shield Roofing and Jeff Richardson have executed a certain settlement agreement (the "Settlement Agreement") in satisfaction of Judgement that was filed on _____, 2024 in the Court of Common Pleas for Oconee County South Carolina, against Home Shield Roofing and Jeff Richardson.

WHEREAS, if Home Shield Roofing and Jeff Richardson fail to perform the services agreed to by the date agreed to in the Settlement Agreement, in full compliance with the terms of the Settlement Agreement, they will have breached the Settlement Agreement; and

WHEREAS, as for consideration for entering into the Settlement Agreement, Home Shield Roofing and Jeff Richardson authorize the filing of this Confession of Judgment against

Home Shield Roofing and Jeff Richardson in the event the undersigned fail to adhere to the terms and conditions of the aforementioned Settlement Agreement and Release.

NOW, THEREFORE, KNOW BY ALL MEN BY THESES PRESENTS that:

1. The undersigned does hereby under oath and in accordance with the provisions of S.C. Code Ann. (§) 15-35-350 *et seq.* confess judgment in favor of Carl T. Rudicil ("Plaintiff") in the amount of **Thirty Thousand Dollars and Nine/100 (\$30,000.00), less any monies received as of the recording date of this Confession of Judgment.** Said amount being a just and true debt of Home Shield Roofing and Jeff Richardson ("Defendant") to Plaintiff, arising out of the undersigned's obligations in law and equity to Plaintiff as set for more fully in the Complaint filed in this action. The undersigned acknowledges that they have read and understand this Confession of Judgment; that they know the contents thereof to be true; that they have executed and delivered this Confession of Judgment as their own free act with the intention and purpose of being bound hereby.

2. In the event the undersigned fail to adhere to the terms and conditions of the attached Settlement Agreement and Release, the undersigned authorize the filing of this Confession of Judgment against Home Shield Roofing and Jeff Richardson in the office of the Clerk of Court for Oconee County.

3. The undersigned hereby represents, warrants and acknowledges that this Confession of Judgment shall be binding in all respects against the undersigned from the date hereof, without regard to any time that may elapse between the date hereof and the date of the filing of this Confession of Judgment.

IN WITNESS WHEREOF the undersigned has signed this Confession of Judgment this

31st day of July 2024.

[Signature]
Jeff Richardson, Individually,
and on Behalf of Home Shield Roofing

July 31 2024
Date

[Signature]
Witness

Madison Leatherwood
Witness

STATE OF SOUTH CAROLINA)

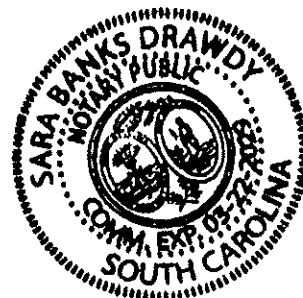
) VERIFICATION

COUNTY OF GREENVILLE)

PERSONALLY APPEARED before me is Jeff Richardson who, after being duly sworn, deposes and says that he is the individual named in the foregoing Confession of Judgment, that he is familiar with the facts set forth in the Confession of Judgment, and that those facts are true and correct.

SWORN TO before me this
31st day of July 2024

Sara Banks Drawdy (SEAL)
Notary Public for South Carolina
My Commission Expires: March 22, 2029



STATE OF SOUTH CAROLINA
COUNTY OF OCONEE

IN THE COURT OF COMMON PLEAS
TENTH JUDICIAL DISTRICT

C.A. NO.: 2024-CP-37-

Carl T. Rudicill,

Plaintiff,

v.

SETTLEMENT AGREEMENT

Home Shield Roofing, and Jeff
Richardson,

Defendants.

This Settlement Agreement, Receipt, and Release ("Agreement") is made and entered into this 1 day of August, 2024, by and between Carl T. Rudicill ("Plaintiff") and Home Shield Roofing, and Jeff Richardson ("Defendant") with Plaintiff and Defendant sometimes collectively referred to as ("the Parties"). This Agreement is intended by the Parties to fully, finally, and forever compromise, resolve, discharge, and settle any and all past, present, and future claims arising out of the facts and circumstances of the above-captioned matter ("the Matter").

I. RECITALS

WHEREAS, Currently pending before the Oconee County Court of Common Pleas is a civil

lawsuit brought by Plaintiff, styled: *Carl T. Rudicill v. Home Shield Roofing and Jeff Richardson*

CA No.: 2024-CP-37-00319;

WHEREAS, Plaintiff sought relief for damages stemming from, among other things, the Breach of Contract alleged by Plaintiff;

WHEREAS, nothing contained herein shall be construed as an admission to any factual allegation or legal cause of action;

WHEREAS, All Parties hereto desire to resolve all claims and potential claims relating directly

or indirectly to this Matter which any may have against any other;

WHEREAS, Plaintiff desires to release all rights and claims against the Defendants in exchange for the consideration set forth below;

WHEREAS, Defendants desire to release all rights and claims against the Plaintiff for the consideration set forth below;

NOW THEREFORE, in exchange for the mutual premises and covenants contained herein, incorporated specifically by reference herein, and for other valuable consideration as stated herein, the sufficiency of which is recognized by the Parties hereto:

IT IS AGREED AS FOLLOWS:

II. RELEASE AND DISCHARGE

- A. CONSIDERATION:** In consideration of the conditions set forth below of the Agreement, the Parties hereby completely release one another and forever discharge any and all claims brought, or which could have been brought, known or unknown, arising out of Carl T. Rudicill v. Home Shield Roofing, and Jeff Richardson, Case Number: C.A. NO.: 2024-CP-37-00319. For the avoidance of doubt, this section shall be construed as a general rather than limited release of all claims, past, present, and future that relate directly or indirectly to the claims and/or defenses asserted in this matter.
- B. RELEASED PARTIES:** This release and discharge by the Parties shall apply to and inure to the benefit of the Parties and there are no intended third-party beneficiaries to this Agreement.
- C. CHANGE OF LAW OR FACTS:** The Parties expressly acknowledge that other, new, or supplemental information or causes of action, that may currently exist or that may arise or become known in the future, could cause the Parties to evaluate the underlying facts or

their positions in the Matter differently than they have been evaluated as of the date of this Agreement. The Parties expressly agree, and specifically assume the risk, that if facts with respect to the matters covered by this Agreement are found hereafter to be other than, in addition to, or different from, the facts now believed or assumed to be true by either or all Parties, this Agreement shall nonetheless remain in full force and effect.

D. PERFORMANCE: Defendant will satisfactorily complete all services described in the "Contract" as referenced in paragraph 9 of Plaintiff's Complaint (see "Exhibit A" attached hereto), including replacing the dwellings roof, tearing down the chimney, replacing the gutters, soffits, vinyl, facia, and siding, and installing a moisture barrier. Defendants' performances of services will be in full compliance of the specifications of the Contract. Defendants' obligations under this Agreement shall be initially completed to allow the Third Party Inspection, outlined below, no later than thirty (30) days from execution of this Agreement. In the event, issues are noted in the Third Party Inspection, Defendant shall have 10 additional days from the notice of deficient items from the Third Party Inspection to correct the same. In fulfilling the specifications of the Contract, Defendant will employ all practices and methods of construction, conforming with applicable building codes and industry standards.

Defendant will have satisfied the terms of this agreement when, and only when, all aspects of construction have been completed in accordance with industry standard and are approved by the third-party contractor, Sean Farley, and his company, Carpenter Hands, LLC as being completed in a careful, diligent, workman-like manner, free of construction defects and in accordance with the applicable building code and the South Carolina Residential Construction Standards. ("Third Party Inspection")

- E. ADEQUATE CONSIDERATION:** Parties agree and acknowledge that the consideration set forth above of this Agreement will be effective immediately, and will be a full, complete, final, and binding compromise and satisfaction of matters involving disputed issues, regardless of whether too much or too little may have been exchanged for consideration; that the above consideration is not and shall not be considered an admission by them of, and they specifically deny, any liability, fault, responsibility, or wrongdoing; that no past or present wrongdoing, fault, responsibility or liability on the part of either Party shall be implied by such consideration; and such consideration is being made to eliminate further cost of prosecuting and defending this action.
- F. ATTORNEYS' FEES, COSTS, AND LIENS:** If Plaintiff shall be forced to bring an action against Defendant to enforce this Agreement, then Plaintiff shall be entitled to the collection of costs, including but not limited to reasonable attorney's fees.
- G. CONFESSION OF JUDGEMENT:** Performance of Home Shield Roofing and Jeff Richardson's obligations under this Final Agreement shall be secured by a Confession of Judgment (attached hereto and incorporated by reference herein as "Exhibit B"). Defendant Home Shield Roofing and Jeff Richardson shall execute and deliver to Plaintiff's counsel, contemporaneous with his execution of this Final Agreement, this Confession of Judgment in the amount of Thirty Thousand Dollars (\$30,000.00). In the event any portions of work are not fully completed, remain defective or do not comply with building codes, the designated third party will provide a cost to complete the unsatisfactory work and Defendant shall be given due credit via partial satisfaction of judgment to the extent the cost to complete the work is less than \$30,000.00. The Confession of Judgment will be

held in trust by Plaintiff's counsel and will not be filed unless Defendant fails to meet the terms of this Agreement. If the work is satisfactorily completed as decided by the Third Party the Confession of Judgment shall be deemed null and void and destroyed by Plaintiff's counsel.

- H. Should there be a dispute as to whether the work was performed properly under the Contract and this Agreement based on the Third Party Inspection, a mutually agreed upon third-party neutral, with residential construction and building code experience shall be designated to resolve the dispute, with the losing party paying the expense of the successful party involved in the resolution process. ("Neutral"). The Neutral shall make their determination on the issue in dispute which shall be binding on all parties. In the event the Neutral determines deficient work remains, Defendant shall then have 10 days to complete any deficient items or the Plaintiff shall be entitled to file the Confession of Judgment.
- I. **NON-DISPARAGEMENT:** Each party to this Agreement agrees that each will not express (orally or in writing) any disparaging or unfavorable remarks, comments, or criticisms with regard to each other subsequent to this Agreement, and/or concerning any action taken or statement made by any of them prior to the date of this Agreement, including but not limited to any positions taken or expressed, orally or in writing. Each party to this Agreement further agrees that each will refrain from engaging in any publicity or any other activity that damages or impairs, or could damage or impair, the business, goodwill or reputation of the other concerning any action taken or statement made by any of them prior to or subsequent to the date of this Agreement, including but not limited to any position taken or expressed, orally or in writing. The Parties to this Agreement acknowledge and agree that this prohibition extends to statements written or verbal, made

to anyone, including but not limited to, the news media, investors, potential investors, any board of directors, or advisory board of directors, industry analysts, competitors, strategic partners, vendors, employees (past and present), and clients. The Parties hereby acknowledges and agree that any monetary remedy for any breach of obligations by any party under this section would be inadequate and agrees and consents that temporary and permanent injunctive relief may be granted in any proceeding which may be brought to enforce any provision hereof, without the necessity of proof of actual damage. In addition to such relief, the moving party shall be entitled to recover the costs of such action including reasonable attorney fees. This Agreement shall be binding upon and inure to the benefit of the Parties, their successors, assigns, and representatives.

J. REPRESENTATION OF COMPREHENSION OF DOCUMENT: In entering into this Agreement, the Parties represent that they enter into it on their own free will and that they are aware of the legal consequences of this Agreement; that the terms of this Agreement have been completely read by them and their attorneys if they chose to retain one; that the terms of this Agreement are fully understood and voluntarily accepted by the Parties; that they have had the opportunity to consult with their attorneys with respect to this Agreement and their respective attorneys have explained it to the Parties' satisfaction; and that they are executing this Agreement of their own free act and deed.

K. NON-RELIANCE: No Party to this Agreement has relied on any statement, representation, omission, inducement, or promise of any other party (or any officer, agent, employee, representative, or attorney for any other party) in executing this Agreement, except as expressly provided herein.

- L. MODIFICATION BY WRITING ONLY:** The Parties agree that this Agreement may be modified only by a writing signed by all Parties to the Agreement and that any oral agreements are not binding until reduced to writing and signed by the Parties to the Agreement.
- M. SEVERABILITY:** The Parties to this Agreement agree that if any provision of this Agreement should become inconsistent with present or future law having jurisdiction over and otherwise properly governing the subject matter of the provision, such provision shall be deemed to be rescinded or modified in accordance with any such law. In all other respects, the Parties to this Agreement agree that the other provisions of this Agreement shall continue and remain in full force and effect.
- N. AUTHORIZATION:** The undersigned represent to one another that they are authorized to sign this Agreement on behalf of the party/carrier for whom they appear.
- O. GOVERNING LAW:** This Agreement shall be construed and interpreted in accordance with the laws of the State of South Carolina and the County of Greenville Court of Common Pleas, shall retain exclusive jurisdiction over the enforcement of this Agreement.
- P. ENTIRE AGREEMENT.** The recitals set forth at the beginning of this Agreement are incorporated by reference and made a part of this Agreement. This Agreement constitutes the entire agreement and understanding of the Parties and supersedes all prior negotiations and/or agreements, proposed or otherwise, written or oral, concerning the subject matter hereof. Furthermore, no modification of this Agreement shall be binding unless in writing and signed by each of the parties hereto.

Q. EFFECTIVE DATE: This Agreement becomes effective upon its execution. This Agreement may be signed in counterparts and each such counterpart shall be deemed a part of an original document.

Carl T. Rudicill

Carl T. Rudicill, Individually

AUG 1 2024

Date

SWORN TO AND SUBSCRIBED BEFORE ME

THIS 1st DAY OF August, 2024.

Dartanya D. Vaughn

NOTARY PUBLIC

My Commission Expires: 07/02/2025

DARTANYA D. VAUGHN
Notary Public, State of South Carolina
My Commission Expires 7/2/2025

Jessie Carroll

Jessica T. Carroll,
Counsel for Plaintiff

8/1/24

Date

SWORN TO AND SUBSCRIBED BEFORE ME

THIS 1 DAY OF August, 2024

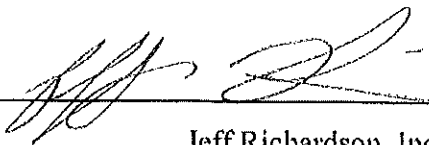
Brandi LaroBardiere

NOTARY PUBLIC

My Commission Expires: 7-21-2030



* * * * *


Jeff Richardson, Individually,

and on Behalf of Home Shield Roofing

July 31 2024
Date

SWORN TO AND SUBSCRIBED BEFORE ME

THIS 31st DAY OF July, 2024.

Sara Banks Drawdy
NOTARY PUBLIC

My Commission Expires: March 22, 2029



STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS OF
COUNTY OF OCONEE	)	
	)	THE TENTH JUDICIAL CIRCUIT
	)	
Carl T. Rudicill	)	CASE NO. 2024-CP-37-00319
PLAINTIFF,	)	
	)	
VS.	)	TRANSCRIPT OF JUDGMENT
	)	
	)	
Home Shield Roofing, and Jeff Richardson,	)	
DEFENDANTS.	)	

NOTICE IS HEREBY GIVEN that in the above-captioned proceeding, filed in the Court of Common Pleas of the State and County aforesaid, judgment was entered against Home Shield Roofing and Jeff Richardson, the Defendants in the action, on the 1st day of November 2024. Attorney of record is Jessie Carroll, representing the Plaintiff, and F. Lee Prickett, representing the Defendant.

Amount of judgment:	\$ 30,000.00
Costs and fees*:	\$ 6,000.00
Attorney's fees	
Court Costs/Filing Fees	\$
Other :	\$
Total Amount of Judgment:	\$ 36,000.00

I CERTIFY that the foregoing is a correct transcript from the Docket of Judgments kept in my office.

 Clerk of Court of Oconee County

Date: November 21, 2024

SCCA/250 (06/2015)



Common Pleas

Case Caption: Carl T Rudicill VS Jeff Richardson , defendant, et al

Case Number: 2024CP3700319

Type: Transcript/Request for Transcript of Judgment

So Ordered

Lisa C Burton

Electronically signed on 2024-11-22 13:57:46 page 2 of 2

STATE OF SOUTH CAROLINA
COUNTY OF ANDERSON

IN THE COURT OF COMMON PLEAS
TENTH JUDICIAL CIRCUIT
C.A. No.: 2024-CP-04- 02646

Carl T. Rudicill,

Plaintiff,

V.

Home Shield Roofing, and Jeff
Richardson,

Defendants.

PETITION FOR ORDER OF REFERENCE AND SUPPLEMENTAL PROCEEDINGS

TO: WES LAMBERT, COUNSEL FOR DEFENDANTS:

Plaintiff, Carl T. Rudicill, by and through his undersigned counsel, hereby respectfully moves the Court for an order referring the within action pursuant to Rule 53 and 69 of the South Carolina Rules of the South Carolina Rules of Civil Procedure to the Anderson County Master-In-Equity for the holding of supplementary proceedings pursuant to Section 15-39-310 of the South Carolina Code of Laws and Rule 69 of the South Carolina Rules of Civil Procedure, based upon the following:

1. Carl T. Rudicill (“Mr. Rudicill”) is a citizen and resident of Oconee County, South Carolina.
2. Upon information and belief, Home Shield Roofing (“HSR”) is an unorganized business operation with its principal place of business in Anderson County, South Carolina.
3. Upon information and belief, Jeff Richardson is a citizen and resident of Anderson County, South Carolina.
4. The Property at issue is located in Oconee County, South Carolina.

5. Defendant entered into a Settlement Agreement dated August 1, 2024 with Plaintiff whereby Defendant has agreed to make settlement payments secured by a confession of judgment in the amount of Thirty Thousand and 0/100 Dollars (\$30,000.00) in exchange for full and final settlement of the lawsuit *Carl T. Rudicill v. Home Shield Roofing and Jeff Richardson* caption No. 2024-CP-37-00319 (the “Lawsuit”). A copy of the aforesaid Settlement Agreement is attached hereto and incorporated herein by reference as “**Exhibit A.**”
6. Defendant has failed to further any payments to Plaintiff, nor has he taken any action to uphold his end of the Contract as specified in the Settlement Agreement.
7. Further, Plaintiff is informed and believes it is entitled to have the interests of Defendant in any entities or real property charged with payment of the unsatisfied amount of the judgment debt, and to have such orders and directions as may be proper to enforce payment from such interests, including sale of such interests in foreclosure of such charge.

WHEREFORE, Plaintiff respectfully requests an Order of this Court:

- A. Referring this action to the Honorable Steven Coleman Kirven, Master-in-Equity, for the holding of supplemental proceedings;
- B. Requiring Defendants Home Shield Roofing and Jeff Richardson, to appear and answer under oath questions concerning his property and income, pursuant to the statutory provisions set out in S.C. Code Ann. §15-39-310 et seq. (1976, as amended);
- C. Requiring Defendants Home Shield Roofing and Jeff Richardson to appear at some time and place to be designated in said Order, to answer under oath questions propounded to it by Plaintiff regarding the property and assets of Defendants, pursuant to Rule 30(b)(6) of the South Carolina Rules of Civil Procedure;
- D. For such other and further relief as this Honorable Court may deem just and proper.

Respectfully submitted
this 10th day of February, 2025

TRULUCK THOMASON, LLC

s/Jessie T. Carroll
Jessie T. Carroll
S.C. Bar No.: 106105
3 Boyce Avenue
Greenville, SC 29601
Phone: (864) 331-1751
Facsimile: (864) 243-8115
devon@truluckthomason.com

Attorney for Plaintiff



Anderson Common Pleas

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

Case Number: 2024CP0402646

Type: Order/Referred to Master or Special Referee

So Ordered

C. Reena Thomason

Electronically signed on 2025-02-11 09:16:09 page 4 of 4

RECEIVED

Jan 20 2026

SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM ANDERSON COUNTY
Court of Common Pleas

Steven C. Kirven, Master in Equity

Case No. 2024-Cp-04-02646

Appellate Case No:

Carl T. Rudicill, Appellant,

v.

Home Shield Roofing, and
Jeff Richardson, Respondent.

NOTICE OF APPEAL

Appellant Carl T. Rudicill (hereafter “Appellant”) appeal from the trial court’s (1) Order Denying Plaintiff’s Rule to Show Cause Order dated October 20, 2025. Appellant also appeals from the trial court’s (2) Amended Order which was received by Appellant on December 22, 2025.

Respectfully submitted,

TRULUCK THOMASON, LLC

s/ Jessie T. Carroll

Jessie T. Carroll

SC Bar No.: 106105

s/Adrienne A. Tauscheck

Adrienne A. Tauscheck

SC Bar No.: 107081

3 Boyce Avenue

Green ville, SC 29601

Phone: (864) 331-1751

jessie@truluckthomason.com

adrienne@truluckthomason.com

Attorneys for Plaintiff

PROOF OF SERVICE OF A NOTICE OF APPEAL

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM ANDERSON COUNTY
Court of Common Pleas

Steven C. Kirven, Master in Equity

Case No. 2024-Cp-04-02646

Appellate Case No:

Carl T. Rudicill,

Appellant,

v.

Home Shield Roofing, and
Jeff Richardson,

Respondent.

PROOF OF SERVICE

I certify that I have served the Notice of Appeal on Home Shield Roofing and Jeff Richardson by mail via the USPS and by service of process by delivering on the following:

Home Shield Roofing
And Jeff Richardson
714 N. Gossett Street
Anderson, SC 29621

January 19, 2026

TRULUCK THOMASON, LLC

s/ Jessie T. Carroll

Jessie T. Carroll

SC Bar No.: 106105

s/Adrienne A. Tauscheck

Adrienne A. Tauscheck

SC Bar No.: 107081

3 Boyce Avenue

Greenville, SC 29601

Phone: (864) 331-1751

jessie@truluckthomason.com

adrienne@truluckthomason.com

Attorneys for Plaintiff

RECEIVED
Jan 20 2026
SC Court of Appeals

STATE OF SOUTH CAROLINA

COUNTY OF ANDERSON

IN THE COURT OF COMMON PLEAS

CASE NO.: 2024-CP-04-00595

Carl T. Rudicill,

Plaintiff,

vs.

Home Shield Roofing and Jeff Richardson,

Defendants.

TRANSCRIPT OF RECORD

DATE: October 8, 2025 at 12:28 p.m.

BEFORE: Honorable Steven C. Kirven
Master-in-Equity for Anderson County

APPEARANCES: Adrienne A. Tauscheck, Esquire
Truluck Thomason, LLC
Attorney for Plaintiff

ALSO PRESENT: Jeff Richardson, pro se

COURT REPORTER: Virginia H. Campbell

1 BY THE COURT:

2 This is civil action number 2024-CP-04-02646, Carl
3 T. Rudicill, Plaintiff, versus Home Shield Roofing and
4 Jeff Richardson, Defendants. This matter was referred
5 by an Order of Reference filed on February 11, 2025 and
6 this is supplemental proceedings pursuant to a judgment
7 which was obtained by Mr. Rudicill against the
8 Defendants, I believe it was for about \$36,000
9 originally obtained in Oconee County, entered on
10 November 1, 2024. The transcript was filed in Anderson
11 on December 30, 2024 and a nulla bona return has been
12 filed by the Anderson County Sheriff's Department. I
13 believe the Defendant resides in Anderson County and the
14 property that was worked on by him was in Oconee County;
15 is that correct?

16 BY MR. RICHARDSON:

17 No, sir, this is Anderson County as well. It's
18 actually in the city.

19 BY THE COURT:

20 All right. Well, anyway, we have present the
21 Plaintiff's attorney from Truluck firm and your name
22 again?

23 BY MS. TAUSCHECK:

24 My name is Adrienne Tauscheck.

25 BY THE COURT:

1 Adrienne ---

2 BY MS. TAUSCHECK:

3 Tauscheck.

4 BY THE COURT:

5 Tauscheck?

6 BY MS. TAUSCHECK:

7 Yes, sir.

8 BY THE COURT:

9 All right and, of course, also we have present Mr.
10 Jeff Richardson who is one of the Defendants and I
11 assume that Home Shield Roofing is your company; is that
12 right?

13 BY MR. RICHARDSON:

14 Sole proprietor, yes, sir.

15 BY THE COURT:

16 Okay, so he's here. Now, we also had a hearing in
17 this matter back in April, April 2nd I believe it was,
18 and the Defendant, Mr. Richardson, appeared at that time
19 and we gave him 30 days to provide financial information
20 the Plaintiff had requested and the court had ordered
21 him to produce and also to obtain an attorney if he
22 chose to do so. What have you done with that?

23 BY MR. RICHARDSON:

24 I guess it's been, what, two to three months? I
25 turned in all my bank records and statements to their

1 office.

2 BY THE COURT:

3 Okay.

4 BY MR. RICHARDSON:

5 As far as the attorney, I just don't have no money
6 for it right now.

7 BY THE COURT:

8 Okay, so he's pro se. All right, well, you
9 understand the purpose of this hearing is for the
10 Plaintiff's attorney to ask you questions under oath
11 about your financial condition, your income, your assets
12 and so on just to try and find out if you've got any
13 assets that they can go after to apply to this judgment.
14 Now, you do have certain exemptions under the law from
15 that which we won't get into all of them, there's a lot
16 of them, but as far as your primary residence and
17 vehicles and the tools of trade and those things,
18 there's different amounts involved in all that, but
19 we'll just see if there's any need to look at that, then
20 we can. But I just want you to be aware that you do
21 have those exemptions, that they can't take certain
22 things. So do you have anything further before we
23 proceed?

24 BY MS. TAUSCHECK:

25 No, Your Honor.

1 BY THE COURT:

2 Have you received this information that he
3 submitted?

4 BY MS. TAUSCHECK:

5 Yes, so we did receive some of the bank documents
6 and the bank records. We did not get a list of his
7 assets and he did not answer any of the interrogatories
8 that were served on him, but I believe that we can move
9 forward with it.

10 BY THE COURT:

11 Well, you can ask him all that today.

12 BY MS. TAUSCHECK:

13 Yes, sir.

14 BY THE COURT:

15 All right, are you ready to proceed?

16 BY MS. TAUSCHECK:

17 Yes.

18 BY THE COURT:

19 All right, Mr. Richardson, I'm going to ask you to
20 come around here to the witness stand and be sworn in.

21 BY REPORTER:

22 Would you raise your right hand? Do you solemnly
23 swear or affirm to tell the truth, the whole truth and
24 nothing but the truth so help you God?

25 BY MR. RICHARDSON:

1 Yes, I do.

2 BY THE COURT:

3 All right, have a seat there and get that
4 microphone kind of close to you and speak up good and
5 loud so everybody can hear and she can get it all down
6 on her recording. Please proceed.

7 TESTIMONY OF JEFF RICHARDSON

8 DIRECT EXAMINATION BY MS. TAUSCHECK:

9 Q. Mr. Richardson, so as I had stated before that we
10 did receive those bank documents. Thank you for
11 sending those over. However, we did not receive the
12 list of any of your assets that are held in your
13 name. Do you have anything that's held in your
14 name, a vehicle, a home?

15 A. No, all I have is the tools that I use for work.
16 That paper said that anything of \$500 or more of
17 value and I don't have anything like that.

18 Q. Okay, so the car that you currently drive?

19 A. I don't technically own it because I borrowed money
20 against the title to pay our property taxes last
21 year.

22 Q. Okay, so there's a lien against your vehicle?

23 A. Right.

24 Q. Okay and what about your home?

25 A. The home, it was my fiancé's mother's house and we

1 took care of her after she had a stroke and when she
2 passed away it still has to be probated. She didn't
3 have a Will, so it has to be probated, so it's still
4 in her mother's name.

5 Q. And that's where you're currently residing?

6 A. Yes.

7 Q. And, Mr. Richardson, I did review some of the bank
8 documents, but approximately how much would you say
9 you earn, you can get to pocket per month as a
10 salary?

11 A. Per month? Post-COVID I haven't really done very
12 well. Sometimes I'm lucky to make \$1,000 a month
13 and it's seasonal as well and the wintertime is
14 really slow.

15 Q. In looking through some of your bank statements, I
16 can show you to refresh your memory, but are you
17 aware of a Chumba Gold Coins, an app?

18 A. Yes.

19 Q. Okay and are you aware that quite a significant
20 amount of your monthly assets go to Chumba Gold
21 Coins?

22 A. Well, not anymore it doesn't, but I'm aware of it.

23 Q. So when we reviewed it, from after the Confession of
24 Judgment which was filed last July until I believe
25 it was August of this year you had spent over

1 \$13,000 in the Chumba Gold Coins?

2 A. I was not aware of that.

3 Q. Okay. I think that's all the questions that I have
4 for him, Your Honor. I do have a suggested payment
5 schedule in order to collect against for our \$36,000
6 judgment that we have against the Defendant.

7 BY THE COURT:

8 Well, you can suggest anything you want to, but he
9 doesn't have to agree to it. I mean you've got a
10 judgment.

11 BY MS. TAUSCHECK:

12 Correct.

13 BY THE COURT:

14 I don't know what this gold thing is. Is that
15 buying gold from some account or something?

16 BY MS. TAUSCHECK:

17 So I believe it's online gambling ---

18 BY THE COURT:

19 Online gambling?

20 BY MS. TAUSCHECK:

21 Correct, Your Honor, that's what my research shows.

22 BY THE COURT:

23 That's nothing you're going to be able to sell to
24 get any money for.

25 BY MS. TAUSCHECK:

1 Right, but what I'm saying is that instead of using
2 his own money for gambling, that \$13,000 since our
3 confession of judgment, that instead of using that
4 money for gambling that he could still put that
5 money towards ---

6 BY THE COURT:

7 Well, he could, but he doesn't have to. That's
8 income and that's not an asset until he gets it and
9 ---

10 BY MS. TAUSCHECK:

11 Well, some of it is from the ---

12 BY THE COURT:

13 We can't garnish his wages because he doesn't have
14 any, we don't have garnishment.

15 BY MS. TAUSCHECK:

16 Well, some of it is coming from the company as well,
17 Your Honor.

18 BY THE COURT:

19 What company?

20 BY MS. TAUSCHECK:

21 So from the Home Shield Roofing.

22 BY THE COURT:

23 Well, he said that's a sole proprietorship which
24 means it's him.

25 BY MS. TAUSCHECK:

1 Correct.

2 BY THE COURT:

3 It's still income, it's not an asset.

4 BY MS. TAUSCHECK:

5 But any income that he is getting is being put into
6 his pocket, but he says that he doesn't have it in
7 his pocket and so our argument is that instead of
8 putting it into a ---

9 BY THE COURT:

10 Well, you make that argument all day, but I can't
11 give you an Order that intercepts his income.
12 That's garnishment and we don't have garnishment in
13 South Carolina except in very minor, in certain
14 situations and this isn't one of them.

15 BY MS. TAUSCHECK:

16 Correct, Your Honor. Well, I guess ---

17 BY THE COURT:

18 I mean I'm just saying you're welcome to talk to him
19 about working this out. If he wants to enter into
20 some kind of payment arrangement, he's free to do
21 that, but I just want him to understand that he's
22 not required to do that as part of this proceeding
23 today and I mean if he enters into a payment
24 arrangement and he doesn't pay, what are you going
25 to do? Get another judgment? Well, you can't get

1 another judgment because you've already got one so,
2 you know, take that for what it's worth. But like I
3 said, I'm not -- you know, if he wants to talk to
4 you about that, y'all can sit down and talk about it
5 after we get through here and if he wants to enter
6 into some agreement to pay or do something else,
7 that's fine, but I can't order him to do that.

8 BY MS. TAUSCHECK:

9 Then I guess that would be my suggestion.

10 BY THE COURT:

11 Well, that's fine. Unless you have any more
12 questions for this gentleman, I'm going to let him
13 step down. Do you have anything else you want to
14 ask him?

15 BY MS. TAUSCHECK:

16 No.

17 BY THE COURT:

18 All right, you can step down. And I mean I'm
19 assuming you don't have anything else to present to
20 me?

21 BY MS. TAUSCHECK:

22 I mean we did have an Affidavit of Attorney's Fees
23 that we would like to enter into the record as well
24 to add onto the judgment.

25 BY THE COURT:

1 Well, you can enter it into the record, but I'm not
2 sure what we'll do with it. I mean you've already
3 got a judgment. I mean I don't know that you're
4 entitled to add attorney's fees for showing up here
5 today. I mean you told him to be here and he's here
6 and he didn't hire you so.

7 BY MS. TAUSCHECK:

8 Right, but this is the second time that we've also
9 had to do a rule to show cause hearing because of
10 the ---

11 BY THE COURT:

12 Well, he came the first time and we talked about it
13 and ---

14 BY MS. TAUSCHECK:

15 Right.

16 BY THE COURT:

17 --- everybody agreed, okay, he would turn over these
18 things and he's done that apparently to the best of
19 his ability to or to the best of, you know, the
20 information he has or to the best that's relevant,
21 so I'm not going to grant any additional attorney's
22 fees at this time. I mean you'd be doing good to
23 get \$36,000 and don't worry about trying to add on.

24 BY MS. TAUSCHECK:

25 Right, of course.

1 BY THE COURT:

2 I don't think you're going to get 36 any time soon
3 but, you know, that's what is owed. Okay, if you
4 don't have anything else we can get through and I'm
5 going to tell you, I'm going to tell Mr. Richardson
6 that if you want to talk to her about working
7 something out to get this thing resolved, that's
8 fine. I don't have the authority to order you to do
9 anything other than if you own, you know, 100 acres
10 of land with no mortgage on it then, you know, we
11 could order it sold, but you don't have that. If
12 you had a million dollars in a bank account, I could
13 order that and apply it to this judgment, but you
14 don't have that so there's nothing I can do at this
15 point. Now, if you win the lottery next week and
16 you get hundred million dollars, they're going to
17 come back and I'm going to order that they get some
18 of that money. So you're going to have this
19 judgment on your name for 10 years from the time it
20 was entered, so that was in -- when was it entered?
21 It looks like it was first entered in Oconee County
22 and I'm not sure why was it entered in Oconee
23 County. Do y'all have jurisdiction or have a venue
24 in Oconee County? It doesn't matter. I mean this
25 judgment was granted anyway as of November 1st of

1 '24, so 10 years from that date this judgment will
2 still be enforceable by them through that whole time
3 period. So if you want to get rid of it and you
4 want to work something out and get it paid, then
5 that would get rid of that against your name and it
6 may help you in other ways as far as doing
7 additional business or, you know, starting another
8 company or whatever it may be, borrowing money or
9 whatever. But other than that, there's nothing I
10 can do. Okay?

11 BY MS. TAUSCHECK:

12 Yes, Your Honor.

13 BY THE COURT:

14 You understand?

15 BY MR. RICHARDSON:

16 Yes, sir. Thank you, Your Honor.

17 BY THE COURT:

18 All right, good luck.

19

20 (HEARING ADJOURNED AT 1:05 P.M.)

21

22

23

24

25

1 STATE OF SOUTH CAROLINA)

2) **CERTIFICATE OF REPORTER**

3 COUNTY OF ANDERSON)

4

5 This will certify that the foregoing 14 pages
6 represent a true and accurate transcription of the
7 hearing held before the Honorable Steven C. Kirven,
8 Master-in-Equity for Tenth Judicial Circuit, taken by
9 the within court reporter, a Notary Public in and for
10 the State of South Carolina, at the Anderson County
11 Courthouse, Anderson, South Carolina on the 8th day of
12 October, 2025.

13 I further certify that I am not interested in, nor
14 am I counsel or attorney to either of the parties
15 interested in the event of the cause.

16

17

18

Virginia H. Campbell

19

Court Reporter & Notary Public

20

For the State of South Carolina

21

My Commission Expires: 4/22/31

22

December 29, 2025

23

Anderson, South Carolina

24

25

STATE OF SOUTH CAROLINA

COUNTY OF ANDERSON

IN THE COURT OF COMMON PLEAS

CASE NO.: 2024-CP-04-00595

Carl T. Rudicill,

Plaintiff,

vs.

Home Shield Roofing and Jeff Richardson,

Defendants.

TRANSCRIPT OF RECORD

DATE: November 19, 2025 at 11:15 a.m.

BEFORE: Honorable Steven C. Kirven
Master-in-Equity for Anderson County

APPEARANCES: Adrienne A. Tauscheck, Esquire
Truluck Thomason, LLC
Attorney for Plaintiff

COURT REPORTER: Virginia H. Campbell

1 BY THE COURT:

2 This is civil action number 2024-CP-04-02646, Carl
3 T. Rudicill, Plaintiff, versus Home Shield Roofing and
4 Jeff Richardson, Defendants. This matter was referred
5 by an Order of Reference filed on February 11, 2025.
6 The matter was previously before the court and I believe
7 an Order was issued by the court or was submitted by the
8 Plaintiff's attorney for supplementary proceedings in
9 connection with the judgment the Plaintiff had obtained
10 previously against the Defendant. The Plaintiff
11 submitted a proposed Order signed by the court on, I
12 guess it was on like October the 20th and now we're here
13 today on the Plaintiff's motion to alter or amend
14 pursuant to Rule 59. The Plaintiff is represented by
15 Jessie Carroll; is that right?

16 BY MS. TAUSCHECK:

17 Yes, Your Honor. My name is Adrienne Tauscheck and
18 I'm here in lieu of Ms. Jessica Carroll.

19 BY THE COURT:

20 Oh, okay. What is your name again?

21 BY MS. TAUSCHECK:

22 Adrienne Tauscheck.

23 BY THE COURT:

24 Spell the last name for me.

25 BY MS. TAUSCHECK:

1 Yes, the last name is T-A-U-S-C-H-E-C-K.

2 BY THE COURT:

3 Okay. You got that, court reporter?

4 BY REPORTER:

5 T-A-U-S-C-H-E-C-K?

6 BY MS. TAUSCHECK:

7 Yes, ma'am.

8 BY REPORTER:

9 Okay.

10 BY THE COURT:

11 All right. So we're here to hear your motion, so
12 please proceed.

13 BY MS. TAUSCHECK:

14 Thank you, Your Honor. As the record reflects,
15 we're here for Rule 59, Motion to Alter or Amend. The
16 legal standard for a Rule 59 motion (e) specifically is
17 appropriate to correct a clear error of law and prevent
18 manifest injustice. Plaintiff's attorney believes that
19 persistent with the Order and the findings of the
20 supplemental proceedings from the last case that there
21 was no personal property found of Defendants, however,
22 we believe that a payment plan is sufficient for the
23 debtor to collect funds from the Defendant. In my
24 motion I state a couple of things about the garnishment
25 of wages, how we don't believe that entering a payment

1 plan would constitute a garnishment of wages. If
2 anything, it's more in lieu of a charging order which
3 South Carolina law and the Supreme Court accepts which
4 is South Carolina Code Annotated Section 33-44-504 where
5 it states that a member of a company that the debtor can
6 have interests against the judgment debtor to satisfy a
7 judgment. We also, you know, pursuant with other Orders
8 that we've had, I have an example from Judge Simmons in
9 the Greenville County Courthouse where he also stated
10 that a payment plan is sometimes necessary if the
11 Defendant doesn't have any personal property listed in
12 his name to put the Plaintiff or the debtor in a better
13 place or make them whole again. And regarding the
14 second point about attorney's fees, Plaintiff's attorney
15 would request that the court consider the attorney's
16 fees and then consider it pursuant to the standards
17 which after a finding of a party is willful contempt for
18 failure to comply with prior court orders. Sometimes
19 the court will consider additional attorney's fees and I
20 believe that's everything, Your Honor.

21 BY THE COURT:

22 All right, I'll take it under advisement and issue
23 an appropriate Order.

24 BY MS. TAUSCHECK:

25 Okay, thank you, Your Honor.

1 BY THE COURT:

2 All right.

3 BY MS. TAUSCHECK:

4 Would Your Honor be obliged if I were able to hand
5 up the attorney's fee affidavit? I don't think it was
6 submitted at the last one.

7 BY THE COURT:

8 You can certainly hand that in and, you know, you
9 can put it in the record and that will be fine.

10 BY MS. TAUSCHECK:

11 Thank you.

12 BY REPORTER:

13 Do you want me to mark that as an exhibit or just
14 file it?

15 BY THE COURT:

16 Well, I think you can just file it and that's fine.
17 An attorney's affidavit, generally I don't view it as an
18 exhibit. I think it's just a certification by the
19 attorney to the court that here's the fee we're
20 requesting and here's the basis for it and so on, so I
21 think this can be filed.

22 BY MS. TAUSCHECK:

23 Would you like me to file it electronically?

24 BY THE COURT:

25 Do you want her to do that, Jenny?

1 BY REPORTER:

2 That's fine. I don't have any way to efile and I
3 have to go through them.

4 BY MS. TAUSCHECK:

5 Okay, I can efile it.

6 BY THE COURT:

7 Just efile it and that will be fine.

8 BY MS. TAUSCHECK:

9 Okay, thank you very much.

10 BY REPORTER:

11 I'll give it back to you then.

12 BY MS. TAUSCHECK:

13 I have another copy of it. That's fine. Thank
14 y'all. Hope you have a nice Thanksgiving week.

15

16 (HEARING ADJOURNED AT 11:25 A.M.)

17

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21

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25

1 STATE OF SOUTH CAROLINA)

2) **CERTIFICATE OF REPORTER**

3 COUNTY OF ANDERSON)

4

5 This will certify that the foregoing 6 pages
6 represent a true and accurate transcription of the
7 hearing held before the Honorable Steven C. Kirven,
8 Master-in-Equity for Tenth Judicial Circuit, taken by
9 the within court reporter, a Notary Public in and for
10 the State of South Carolina, at the Anderson County
11 Courthouse, Anderson, South Carolina on the 19th day of
12 November, 2025.

13 I further certify that I am not interested in, nor
14 am I counsel or attorney to either of the parties
15 interested in the event of the cause.

16

17

18

Virginia H. Campbell

19

Court Reporter & Notary Public

20

For the State of South Carolina

21

My Commission Expires: 4/22/31

22

December 30, 2025

23

Anderson, South Carolina

24

25

**STATE OF SOUTH CAROLINA
COUNTY OF ANDERSON**

Carl T. Rudicill,
Plaintiff,

v.

Home Shield Roofing, and Jeff Richardson,
Defendants.

**IN THE COURT OF COMMON PLEAS
TENTH JUDICIAL DISTRICT**

Case No. 2024-CP-04-02646

**PLAINTIFF'S MOTION TO ALTER OR
AMEND ORDER PURSUANT TO RULE
59(e), SCRPC**

TO: All Defendants:

Plaintiff, Carl T. Rudicill ("Plaintiff"), by and through their undersigned counsel, respectfully move this Court, pursuant to Rule 59(e) of the South Carolina Rules of Civil Procedure ("SCRPC"), to alter or amend its Order dated October 20, 2025, in which the Court ruled on matters that were neither properly before it nor requested. This motion is made within ten (10) days of entry of the Order and is based on the following grounds:

I. INTRODUCTION

On October 8, 2025, the Court held a hearing pursuant to Plaintiff's Rule to Show Cause, which sought to determine the nature and value of Defendants' assets available to satisfy the previously entered judgment in favor of Plaintiff. At the outset of the hearing, Plaintiff's counsel informed the Court that Defendant had failed to answer any of the interrogatories served during discovery. In response, the Court disregarded the deficiencies and stated that the purpose of the hearing was for Plaintiff to question Defendant directly.

Plaintiff's counsel then questioned Defendant regarding his assets and banking activity. The testimony and accompanying bank records revealed substantial sums of money had been withdrawn from Defendant's accounts, primarily due to gambling. It was established on the

record that, since the entry of the confession of judgment, Defendant had lost more than thirteen thousand dollars (\$13,000.00) to online gambling.

Following this testimony, Plaintiff proposed a payment plan for Defendant to satisfy the remaining judgment balance over time. However, the Court declined to entertain the proposal, asserting that such a plan would constitute a wage garnishment and that any payments toward the judgment were entirely within Defendant's discretion. The Court further stated that all funds in Defendant's bank accounts, including those from his sole proprietorship, were considered Defendant's income, and as such, a court-ordered payment plan would improperly interfere with those funds. In addition, Plaintiff's counsel attempted to submit an affidavit of attorney's fees incurred as a result of Defendant's continued failure to provide requested documentation—this being the second Rule to Show Cause hearing necessitated by Defendant's noncompliance. The Court refused to accept the affidavit, holding that Defendant should not be responsible for Plaintiff's legal fees, reasoning that Plaintiff should consider himself fortunate if he could collect the judgment at all. The Court concluded that no additional monetary relief would be permitted and refused to admit the affidavit into the record.

These procedural and substantive missteps form the basis for the present Motion under Rule 59, as Plaintiff seeks to correct clear errors of law and fact made during the October 8 hearing.

II. LEGAL STANDARD

A motion to alter or amend pursuant to Rule 59(e) is appropriate “to correct a clear error of law or prevent manifest injustice.” *Collison v. International Chem. Workers Union*, 34 F.3d 233, 236 (4th Cir. 1994). The purpose of a motion filed pursuant to Rule 59(e) of the SCRCP is to “request the trial judge to reconsider matters properly encompassed in a decision on the merits.” *Bean v. SC Central Rail. Co., Inc.*, 709 S.E.2d 99, 110 (S.C. Ct. App. 2011). Rule 59 motions are

appropriate, and should be granted, if the court finds that there has been an intervening change of controlling law, that new evidence has become available, or that there is a need to correct a clear error or prevent manifest injustice. *Robinson v. Wix Filtration Corp. LLC*, 599 F.3d 403, 411 (4th Cir. 2010).

III. ARGUMENT

a. The Court Erroneously Found that Funds in Defendants' Bank Account Constituted a Garnishment of Wages

Under South Carolina law, garnishment of wages is a narrowly defined and limited remedy. *See generally Lloyd v. Lloyd*, 295 S.C. 55 (1988). South Carolina Labor and Employment Law § 2.06 governs wage deductions and garnishments, which typically involve an employer withholding a portion of an employee's wages pursuant to a court order. These garnishments are permitted only under specific statutory circumstances and must involve the direct interception of earnings by the employer. S.C. Code Ann. § 15-39-420 (2024).

Specifically, S.C. Code Ann. § 15-39-410 explicitly exempts earnings and wages from garnishment in satisfaction of a judgment, reinforcing the principle that a person's wages enjoy special protection under the law. 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. *See generally Rykard v. Seaboard A.L. Ry.* 80 S.C. 52 (1908). Instead, these arrangements typically require a debtor to make payments directly to a creditor or through a third party, with no employer involvement. The South Carolina Supreme Court has recognized this distinction. In *In re Cooper*, the Court upheld an order requiring a respondent to enter into a payment plan to satisfy disciplinary costs, demonstrating that courts can and do impose payment plans without implicating wage garnishment statutes. *In re Cooper*, 405 S.C.

579 (2013). Similarly, S.C. Code Ann. § 56-9-490 authorizes courts to approve installment-based payment plans for certain liabilities, further illustrating that payment plans are treated distinctly from wage garnishments under South Carolina law.

In the case at hand, Defendant testified under oath that he possessed no personal assets. In response, Plaintiff's counsel appropriately requested the Court to order a payment plan for Defendant to satisfy the outstanding judgment. Rather than considering this equitable remedy, the Court rejected the proposal outright, erroneously concluding that any such plan would constitute an impermissible garnishment of wages. *Rykard*, 80 S.C. 52. This interpretation is legally incorrect. Further the Court's assertion that only the Defendant may voluntarily propose a payment plan, and that failure to do so carries no consequence, undermines the equitable principles that guide a Master-in-Equity's discretion. *Chapman v. Lipscomb*, 15 S.C. 470 (1881). Pursuant to S.C. Code Ann. § 14-11-15, the Master is empowered to craft equitable solutions, including payment plans, that balance the rights and interests of both judgment creditors and debtors.

By mischaracterizing a payment plan as a wage garnishment, the Court abdicated its equitable responsibility and denied Plaintiff the opportunity for meaningful judgment enforcement. This legal error frustrates the purpose of post-judgment remedies and leaves judgment creditors without recourse, contrary to the intent of South Carolina law. *See Carraway v. Carraway*, 27 S.C. 576 (1888). Accordingly, the Court's refusal to consider a payment plan on the mistaken basis that it would constitute wage garnishment was legally and equitably erroneous and should be reversed.

b. The Court Erred in the Status of Attorney's fees

The party seeking attorney's fees bears the burden of demonstrating that the request is well-founded, and the failure to offer any evidence on the issue of attorney's fees precludes an award. *Abbott v. Gore*, 304 S.C. 116, (Ct. App. 1991). South Carolina Courts have consistently ruled in favor of attorney's fees after finding a party in willful contempt for failing to comply with prior court orders, including document production. *See Wilson v. Walker*, 340 S.C. 531 (Ct. App. 2000). While the awarding of attorney's fees is within the sound discretion of the trial judge, it will be overturned upon a showing of abuse of discretion. *Doe v. Doe* 324 S.C. 492, (Ct. App. 1996). An abuse of discretion occurs when the trial court's decision is controlled by an error of law, is based on unsupported factual conclusions, or is not exercised at all. *State v. Wallace* 440 S.C. 537 (2023).

The Court committed clear abuse of discretion in denying Plaintiff's request for attorney's fees without proper consideration. *See Burke v. Republic Parking Sys.*, 421 S.C. 553 (Ct. App. 2017). During the hearing, Plaintiff's counsel expressly notified the Court that an affidavit of attorney fees had been prepared and was available for the Court's review. Despite this, the Court summarily stated it would not entertain the request for attorney's fees.

The Court refused to hear any argument on the matter and erroneously asserted that attorney's fees could not be awarded because Plaintiff's counsel did not represent the Defendant. *See Dunn v. Dunn*, 298 S.C. 499 (1989). This reasoning misstates the applicable legal standard and misapplies the law governing the awarding of fees to a prevailing party based on the opposing party's misconduct during the supplemental proceedings process. *Id.* Such a blanket refusal to consider the fee request, particularly in light of Defendant's willful noncompliance with a court order and discovery obligations, constitutes an abuse of discretion. *State v. Wallace*,

440 S.C. 537. The Court's failure to evaluate Plaintiff's counsel's fee affidavit on its merits further underscores the prejudicial nature of the ruling and must be overturned.

IV. CONCLUSION

For the foregoing reasons, the Court must reconsider, alter and/or amend its October 20, 2025 Order and enter an order granting Plaintiff's request for Defendant to enter into a payment plan and consider Plaintiff's attorney fee affidavit.

Respectfully Submitted this 29th
day of October 2025

TRULUCK THOMASON, LLC

s/ Jessie T. Carroll

Jessie T. Carroll

SC Bar No.: 106105

s/Adrienne A. Tauscheck

Adrienne A. Tauscheck

SC Bar No.: 107081

3 Boyce Avenue

Greenville, SC 29601

Phone: (864) 331-1751

jessie@truluckthomason.com

adrienne@truluckthomason.com

Attorneys for Plaintiff

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE

Carl T. Rudicill,

Plaintiff,

v.

Home Shield Roofing, and Jeff
Richardson,

Defendants.

IN THE COURT OF COMMON PLEAS
TENTH JUDICIAL DISTRICT

C.A. NO.: 2024-CP-37.

SETTLEMENT AGREEMENT

This Settlement Agreement, Receipt, and Release ("Agreement") is made and entered into this 1 day of August, 2024, by and between Carl T. Rudicill ("Plaintiff") and Home Shield Roofing, and Jeff Richardson ("Defendant") with Plaintiff and Defendant sometimes collectively referred to as ("the Parties"). This Agreement is intended by the Parties to fully, finally, and forever compromise, resolve, discharge, and settle any and all past, present, and future claims arising out of the facts and circumstances of the above-captioned matter ("the Matter").

I. RECITALS

WHEREAS, Currently pending before the Oconee County Court of Common Pleas is a civil lawsuit brought by Plaintiff, styled: *Carl T. Rudicill v. Home Shield Roofing and Jeff Richardson*

CA No.: 2024-CP-37-00319;

WHEREAS, Plaintiff sought relief for damages stemming from, among other things, the Breach of Contract alleged by Plaintiff;

WHEREAS, nothing contained herein shall be construed as an admission to any factual allegation or legal cause of action;

WHEREAS, All Parties hereto desire to resolve all claims and potential claims relating directly

or indirectly to this Matter which any may have against any other;

WHEREAS, Plaintiff desires to release all rights and claims against the Defendants in exchange for the consideration set forth below;

WHEREAS, Defendants desire to release all rights and claims against the Plaintiff for the consideration set forth below;

NOW THEREFORE, in exchange for the mutual premises and covenants contained herein, incorporated specifically by reference herein, and for other valuable consideration as stated herein, the sufficiency of which is recognized by the Parties hereto:

IT IS AGREED AS FOLLOWS:

II. RELEASE AND DISCHARGE

A. CONSIDERATION: In consideration of the conditions set forth below of the Agreement, the Parties hereby completely release one another and forever discharge any and all claims brought, or which could have been brought, known or unknown, arising out of Carl T. Rudicill v. Home Shield Roofing, and Jeff Richardson, Case Number: C.A. NO.: 2024-CP-37-00319. For the avoidance of doubt, this section shall be construed as a general rather than limited release of all claims, past, present, and future that relate directly or indirectly to the claims and/or defenses asserted in this matter.

B. RELEASED PARTIES: This release and discharge by the Parties shall apply to and inure to the benefit of the Parties and there are no intended third-party beneficiaries to this Agreement.

C. CHANGE OF LAW OR FACTS: The Parties expressly acknowledge that other, new, or supplemental information or causes of action, that may currently exist or that may arise or become known in the future, could cause the Parties to evaluate the underlying facts or

their positions in the Matter differently than they have been evaluated as of the date of this Agreement. The Parties expressly agree, and specifically assume the risk, that if facts with respect to the matters covered by this Agreement are found hereafter to be other than, in addition to, or different from, the facts now believed or assumed to be true by either or all Parties, this Agreement shall nonetheless remain in full force and effect.

D. PERFORMANCE: Defendant will satisfactorily complete all services described in the "Contract" as referenced in paragraph 9 of Plaintiff's Complaint (see "Exhibit A" attached hereto), including replacing the dwellings roof, tearing down the chimney, replacing the gutters, soffits, vinyl, facia, and siding, and installing a moisture barrier. Defendants' performances of services will be in full compliance of the specifications of the Contract. Defendants' obligations under this Agreement shall be initially completed to allow the Third Party Inspection, outlined below, no later than thirty (30) days from execution of this Agreement. In the event, issues are noted in the Third Party Inspection, Defendant shall have 10 additional days from the notice of deficient items from the Third Party Inspection to correct the same. In fulfilling the specifications of the Contract, Defendant will employ all practices and methods of construction, conforming with applicable building codes and industry standards.

Defendant will have satisfied the terms of this agreement when, and only when, all aspects of construction have been completed in accordance with industry standard and are approved by the third-party contractor, Sean Farley, and his company, Carpenter Hands, LLC as being completed in a careful, diligent, workman-like manner, free of construction defects and in accordance with the applicable building code and the South Carolina Residential Construction Standards. ("Third Party Inspection")

E. ADEQUATE CONSIDERATION: Parties agree and acknowledge that the consideration set forth above of this Agreement will be effective immediately, and will be a full, complete, final, and binding compromise and satisfaction of matters involving disputed issues, regardless of whether too much or too little may have been exchanged for consideration; that the above consideration is not and shall not be considered an admission by them of, and they specifically deny, any liability, fault, responsibility, or wrongdoing; that no past or present wrongdoing, fault, responsibility or liability on the part of either Party shall be implied by such consideration; and such consideration is being made to eliminate further cost of prosecuting and defending this action.

F. ATTORNEYS' FEES, COSTS, AND LIENS: If Plaintiff shall be forced to bring an action against Defendant to enforce this Agreement, then Plaintiff shall be entitled to the collection of costs, including but not limited to reasonable attorney's fees.

G. CONFESSION OF JUDGEMENT: Performance of Home Shield Roofing and Jeff Richardson's obligations under this Final Agreement shall be secured by a Confession of Judgment (attached hereto and incorporated by reference herein as "Exhibit B"). Defendant Home Shield Roofing and Jeff Richardson shall execute and deliver to Plaintiff's counsel, contemporaneous with his execution of this Final Agreement, this Confession of Judgment in the amount of Thirty Thousand Dollars (\$30,000.00). In the event any portions of work are not fully completed, remain defective or do not comply with building codes, the designated third party will provide a cost to complete the unsatisfactory work and Defendant shall be given due credit via partial satisfaction of judgment to the extent the cost to complete the work is less than \$30,000.00. The Confession of Judgment will be

held in trust by Plaintiff's counsel and will not be filed unless Defendant fails to meet the terms of this Agreement. If the work is satisfactorily completed as decided by the Third Party the Confession of Judgment shall be deemed null and void and destroyed by Plaintiff's counsel.

H. Should there be a dispute as to whether the work was performed properly under the Contract and this Agreement based on the Third Party Inspection, a mutually agreed upon third-party neutral, with residential construction and building code experience shall be designated to resolve the dispute, with the losing party paying the expense of the successful party involved in the resolution process. ("Neutral"). The Neutral shall make their determination on the issue in dispute which shall be binding on all parties. In the event the Neutral determines deficient work remains, Defendant shall then have 10 days to complete any deficient items or the Plaintiff shall be entitled to file the Confession of Judgment.

I. **NON-DISPARAGEMENT:** Each party to this Agreement agrees that each will not express (orally or in writing) any disparaging or unfavorable remarks, comments, or criticisms with regard to each other subsequent to this Agreement, and/or concerning any action taken or statement made by any of them prior to the date of this Agreement, including but not limited to any positions taken or expressed, orally or in writing. Each party to this Agreement further agrees that each will refrain from engaging in any publicity or any other activity that damages or impairs, or could damage or impair, the business, goodwill or reputation of the other concerning any action taken or statement made by any of them prior to or subsequent to the date of this Agreement, including but not limited to any position taken or expressed, orally or in writing. The Parties to this Agreement acknowledge and agree that this prohibition extends to statements written or verbal, made

to anyone, including but not limited to, the news media, investors, potential investors, any board of directors, or advisory board of directors, industry analysts, competitors, strategic partners, vendors, employees (past and present), and clients. The Parties hereby acknowledges and agree that any monetary remedy for any breach of obligations by any party under this section would be inadequate and agrees and consents that temporary and permanent injunctive relief may be granted in any proceeding which may be brought to enforce any provision hereof, without the necessity of proof of actual damage. In addition to such relief, the moving party shall be entitled to recover the costs of such action including reasonable attorney fees. This Agreement shall be binding upon and inure to the benefit of the Parties, their successors, assigns, and representatives.

J. REPRESENTATION OF COMPREHENSION OF DOCUMENT: In entering into this Agreement, the Parties represent that they enter into it on their own free will and that they are aware of the legal consequences of this Agreement; that the terms of this Agreement have been completely read by them and their attorneys if they chose to retain one; that the terms of this Agreement are fully understood and voluntarily accepted by the Parties; that they have had the opportunity to consult with their attorneys with respect to this Agreement and their respective attorneys have explained it to the Parties' satisfaction; and that they are executing this Agreement of their own free act and deed.

K. NON-RELIANCE: No Party to this Agreement has relied on any statement, representation, omission, inducement, or promise of any other party (or any officer, agent, employee, representative, or attorney for any other party) in executing this Agreement, except as expressly provided herein.

- L. MODIFICATION BY WRITING ONLY:** The Parties agree that this Agreement may be modified only by a writing signed by all Parties to the Agreement and that any oral agreements are not binding until reduced to writing and signed by the Parties to the Agreement.
- M. SEVERABILITY:** The Parties to this Agreement agree that if any provision of this Agreement should become inconsistent with present or future law having jurisdiction over and otherwise properly governing the subject matter of the provision, such provision shall be deemed to be rescinded or modified in accordance with any such law. In all other respects, the Parties to this Agreement agree that the other provisions of this Agreement shall continue and remain in full force and effect.
- N. AUTHORIZATION:** The undersigned represent to one another that they are authorized to sign this Agreement on behalf of the party/carrier for whom they appear.
- O. GOVERNING LAW:** This Agreement shall be construed and interpreted in accordance with the laws of the State of South Carolina and the County of Greenville Court of Common Pleas, shall retain exclusive jurisdiction over the enforcement of this Agreement.
- P. ENTIRE AGREEMENT.** The recitals set forth at the beginning of this Agreement are incorporated by reference and made a part of this Agreement. This Agreement constitutes the entire agreement and understanding of the Parties and supersedes all prior negotiations and/or agreements, proposed or otherwise, written or oral, concerning the subject matter hereof. Furthermore, no modification of this Agreement shall be binding unless in writing and signed by each of the parties hereto.

Q. EFFECTIVE DATE: This Agreement becomes effective upon its execution. This Agreement may be signed in counterparts and each such counterpart shall be deemed a part of an original document.

Carl T. Rudicill

Carl T. Rudicill, Individually

AUG 1 2024

Date

SWORN TO AND SUBSCRIBED BEFORE ME

THIS 1st DAY OF August, 2024.

Dartanya D. Vaughn

NOTARY PUBLIC

My Commission Expires: 07/02/2025

DARTANYA D. VAUGHN
Notary Public, State of South Carolina
My Commission Expires 7/2/2025

Jessie Carroll

Jessica T. Carroll,
Counsel for Plaintiff

8/1/24

Date

SWORN TO AND SUBSCRIBED BEFORE ME

THIS 1 DAY OF August, 2024

Brandi LaroBardiere

NOTARY PUBLIC

My Commission Expires: 7-21-2030



* * * * *

Jeff Richardson

Jeff Richardson, Individually,

and on Behalf of Home Shield Roofing

July 31 2024

Date

SWORN TO AND SUBSCRIBED BEFORE ME

THIS 31st DAY OF July, 2024.

Sara Banks Drawdy

NOTARY PUBLIC

My Commission Expires: March 22, 2029



STATE OF SOUTH CAROLINA
COUNTY OF ANDERSON

IN THE COURT OF COMMON PLEAS

CARL T. RUDICILL

Docket # 2024-CP-04-02646

Plaintiff,

vs.

AFFIDAVIT OF PERSONAL SERVICE

HOME SHIELD ROOFING and JEFF
RICHARDSON

Defendants

PERSONALLY appeared before me the undersigned, who being duly sworn, says that they served Renewed Rule to Show Cause, Order and Notice of Hearing in this action on Jeff Richardson by delivering the same to:

(X) Jeff Richardson personally

And leaving with said person a copy of the same at 714 N. Gossett Street Anderson, South Carolina on the 6th day of September 2025 at 5:36 pm and that Deponent knows the person so served to be the person described in this Affidavit, and that Deponent is not a party to, nor interested in the action.

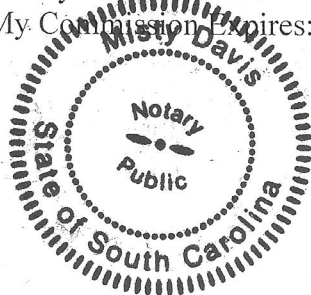
SWORN TO BEFORE ME THIS

6 day of September 2025

Misty Davis

Notary Public for South Carolina

My Commission Expires: 1/29/2029



Gilberto Gonzalez

Gilberto Gonzalez

STATE OF SOUTH CAROLINA
COUNTY OF ANDERSON

IN THE COURT OF COMMON PLEAS

CARL T. RUDICILL

Docket # 2024-CP-04-02646

Plaintiff,

vs.

AFFIDAVIT OF PERSONAL SERVICE

HOME SHIELD ROOFING and JEFF
RICHARDSON

Defendants

PERSONALLY appeared before me the undersigned, who being duly sworn, says that they served
Renewed Rule to Show Cause, Order and Notice of Hearing in this action on Home Shield Roofing by
delivering the same to:

(X) Jeff Richardson as Registered Agent

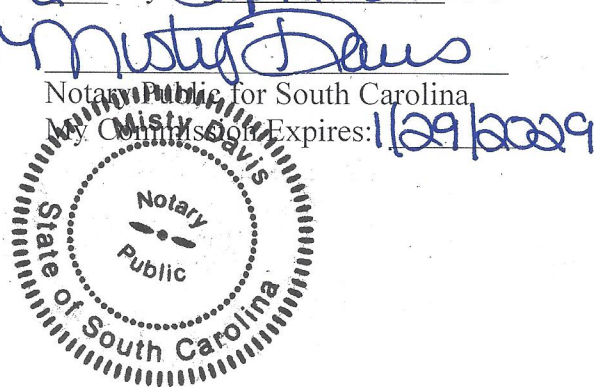
And leaving with said person a copy of the same at 714 N. Gossett Street Anderson, South
Carolina on the 6th day of September 2025 at 5:36 pm and that Deponent knows the person so
served to be the person described in this Affidavit, and that Deponent is not a party to, nor interested
in the action.

SWORN TO BEFORE ME THIS

6 day of September 2025

Notary Public for South Carolina

My Commission Expires: 1/29/2029



Gilberto Gonzalez
Gilberto Gonzalez