

**RECEIVED**

**Apr 24 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

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.*

**FINAL BRIEF OF APPELLANT CARL T. RUDICILL**

**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](mailto:jessie@truluckthomason.com)

[adrienne@truluckthomason.com](mailto:adrienne@truluckthomason.com)

*Attorneys for Plaintiff*

## STATEMENT OF ISSUES ON APPEAL

1. Did the Court err in concluding that a structured payment plan toward satisfaction of a confession of judgment constitutes a wage garnishment?
2. Did the Court err in concluding that where a debtor has no identifiable non-exempt assets subject to levy or execution, a creditor has no lawful post-judgment remedies absent the debtor's voluntary consent?
3. Did the Court err in concluding that attorney's fees arising from enforcement of a confession of judgment are recoverable only if the attorney seeking such fees represented the debtor?

## STATEMENT OF THE CASE

On November 1, 2024, following Respondent's failure to adhere to the terms of a Settlement Agreement dated August 1, 2024, Appellant Carl T. Rudicill filed a Confession of Judgment with the Oconee County Court of Common Pleas which was then referred to the Anderson County Master in Equity to proceed with Supplemental Proceedings. [R. pp. 69-77] [R. pp. 21-23]. On November 21, 2024, Appellant filed the Transcript of Judgment and Writ of Execution in Oconee County Court of Common Pleas, which was then filed with Anderson County Court of Common Pleas on December 30, 2024. [R. pp 33-34]. Appellant's counsel served said documents on Respondents Home Shield Roofing, and Jeff Richardson.

On February 11, 2025, Appellant filed a Petition for Order of Reference and Supplemental Proceedings in Anderson Common Pleas. [R. pp. 35-38]. On February 27, 2025, the Court signed a Rule to Show Cause Order mandating Respondents to appear before the Master in Equity in Anderson County with documents to assist with testifying under oath as to his property, income, and ability to satisfy the recorded judgment. [R. pp. 1-3].

On April 2, 2025, Appellant Carl T. Rudicill, through his counsel, appeared before the Court to determine Respondents' assets and value from which to satisfy judgment previously entered in favor of Appellant. Respondents failed to bring or provide any of the ordered documents, and therefore, Appellants' counsel could not adequately question Respondent regarding the same.

The Court had to submit another Order on Rule to Show Cause, signed April 8, 2025, ordering Respondent to provide all documents no later than thirty (30) days from the date of the hearing on April 2, 2025. [R. pp. 4-8] Despite this Order, Respondent again failed to provide all documents

requested. Appellant's Counsel spent a few months attempting to follow up with Respondent requesting the additional documents, to no avail.

Appellant was then forced to file a Renewed Rule to Show Cause and serve Respondent the Notice of Hearing, Confession of Judgment, Transcript of Judgment and Nulla Bona Return. [R. p. 9] [R. p. 78] [R. p. 79].

On October 8, 2025, Appellant Carl T. Rudicill, through his counsel, appeared before the Court yet again to determine Respondents' assets and ability to satisfy the recorded judgment previously entered in favor of Appellant. While Respondents failed to adhere to the April 8, 2025, Order and provide all requested documents, the hearing proceeded.

Following this hearing held on October 8, 2025, the Court entered an Order finding Respondents held no assets, and that any funds located in Respondents' financial accounts represent wages, which the Court deemed exempt from collection as this would constitute a garnishment of wages. [R. pp. 13-15]. The Court also noted that any settlement discussions or payment arrangements previously agreed upon would only be enforceable in accordance with Respondent's representations on his ability to satisfy the same. *Id.* That Order was signed on October 20, 2025. *Id.*

On October 29, 2025, Appellant's Counsel filed a Rule 59, SCRCPC, Motion to Alter and Amend the Court's prior October 20, 2025, Order, specifically regarding the Court's findings that any and all attempts to require payment from funds held by Respondent somehow constituted a garnishment of wages which resulted in a complete failure to provide any relief to Appellant being sought by way of supplemental proceedings. [R. pp. 63-68].

The Court requested a hearing, which was held on November 19, 2025. The Court issued an order on December 22, 2025, denying Appellant’s Rule 59(e) motion, and issued a new order to “clarify any misunderstandings or lack of clarity.” [R. pp. 16-20].

On January 19, 2026, Appellant served a notice of intent to appeal to the Circuit Court. [R. pp. 39-40].

## ARGUMENT

### **I. A Structured Payment Plan Toward Satisfaction of a Confession of Judgment Does Not Constitute A Wage Garnishment**

#### **a. Standard of Review**

The applicable standard of review is determinative on the issue on appeal. Whether a court-ordered payment structure constitutes an impermissible wage garnishment presents a question of law. Accordingly, this Court reviews the issue de novo. *See Davis v. S.C. Dep't of Corr.*, 444 S.C. 138 (2024).

Under de novo review, the appellate court owes no deference to the lower court's legal conclusions and may reverse where the ruling is affected by an error of law. *Gatewood v. S.C. Dep't of Corr.*, 416 S.C. 304 (Ct. App. 2016). Because the trial court's ruling rests on an erroneous interpretation of what constitutes "garnishment," reversal is required.

#### **b. A Court-Structured Payment Plan is Not Wage Garnishment**

South Carolina law strictly limits wage garnishment. Garnishment of earnings is permitted only in narrow circumstances, such as for child or spousal support, and is expressly prohibited for debts arising from consumer credit sales, consumer leases, consumer loans, or consumer rental-purchase agreements. S.C. Code Ann. § 37-5-104.

South Carolina Labor and Employment Law § 2.06 addresses wage deductions and garnishments, which traditionally involve an employer withholding a portion of an employee's wages pursuant to legal process. South Carolina Labor and Employment Law (2025) § 2.06 (Matthew Bender) (citing S.C. Code Ann. § 41-10-40 et. seq.) Federal law likewise defines "garnishment" as "any legal or equitable procedure through which the earnings of any individual are required to be withheld for payment of any debt." 15 U.S.C.S. § 1672. The defining

characteristic of garnishment is third-party withholding, typically by an employer, before wages are paid to the debtor. *Id.*

Once wages are deposited into an individual's bank account, these are no longer considered "earnings" subject to wage garnishment. *Johnson v. Service Mgmt.*, 319 S.C. 165 (Ct. App. 1995) (holding funds deposited into a bank account became the property of the bank and are no longer the depositor's personal property). Such funds may be reached only through supplemental proceedings, not wage garnishment. *Id.* This notion is further supported through *Deer Island Lumber Co. v. Virginia-Carolina Chem. Co.*, where the Supreme Court of South Carolina recognized that a judgment creditor may reach a debtor's bank account through supplementary proceedings. 111 S.C. 299, 97 S.E. 833 (1919); *see also McManus v. Bank of Greenwood*, 171 S.C. 84 (1933). These authorities make clear that South Carolina law distinguishes, sharply, between wage garnishment and post-judgment collection efforts directed at assets already in the debtor's possession.

The Court was clearly mistaken by characterizing a proposed structured payment plan as a garnishment of wages. [R. p. 49 lines 13-14; p. 50 lines 12-14]. Although the court later attempted to "clarify" its position in its December 22, 2025, order, stating that "under the facts of this case . . . a court-imposed payment plan would be tantamount to a garnishment of wages", that statement does not cure the underlying legal error—it simply restates it. [R. pp. 16-20]. The characterization reflects what appears to be a fundamental misunderstanding of the intended purpose of supplemental proceedings which seek a court-structured payment plan. Appellant would respectfully submit, the transcript highlights the lower Court's misinterpretation of the law: "[w]e can't garnish his wages because he doesn't have any, we don't have garnishment." [R. p. 49 lines 13-14]. The court further stated, ". . . I can't give you an Order that intercepts his income. That's

garnishment and we don't have garnishment in South Carolina in very minor, in certain situations and this isn't one of them." [R. p. 50 lines 12-14].

These statements demonstrate that the court equated any order requiring payment from income with wage garnishment. That interpretation is legally incorrect. A voluntary or court-structured payment plan requiring a judgment debtor to make periodic payments toward satisfaction of a recorded judgment does not involve an employer, does not compel third-party withholding, and does not operate under the statutory garnishment framework. It does not intercept wages before payment. It does not require earnings to be withheld. It simply directs the debtor, who is already subject to a valid judgment, to satisfy that judgment in installments.

By conflating installment payments with garnishment, the Court impermissibly expanded the statutory definition of garnishment beyond its plain terms. Nothing in S.C. Code Ann. § 37-5-104, 15 U.S.C.S. § 1672, or South Carolina case law supports the conclusion that a court lacks authority to approve or structure repayment merely because the debtor's ability to pay *stems* from alleged wages. If accepted, the trial court's interpretation would effectively bar courts from approving any structured repayment of a judgment whenever a debtor relies on income to satisfy it, an outcome neither contemplated by statute nor supported by established post-judgment enforcement mechanisms. The law does not impose such a restriction, and this Court should decline to create one.

For these reasons, the trial court's ruling rests on an error of law and must be reversed.

**c. A Court-Structured Payment Plan Is Analogous to a Charging Order**

At the Rule 59 hearing, Appellant again sought to clarify the critical distinction the trial court overlooked. Appellant directed the Court to S.C. Code Ann. § 33-44-504, which authorizes a judgment creditor to obtain a charging order against a member's interest in a limited liability

company, thereby permitting distributions otherwise payable to that member to be applied toward satisfaction of a judgment. S.C. Code Ann. § 33-44-504. [R. p. 58 line 23-25; p. 59 line 1-7].

Although Respondent's business is not organized as a limited liability company, the statutory framework is instructive. Section 33-44-504 reflects a clear legislative recognition that distributions payable to a debtor, which are separate and distinct from wages, may be directed toward satisfaction of a judgment. S.C. Code Ann. § 33-44-504. A charging order does not require employer withholding nor does it intercept wages prior to payment. *Id.* Rather, it redirects funds otherwise payable to the debtor in satisfaction of an existing judgment. *See id.*

The analogy of the statute's interpretation of limited liability company charging orders and what is being sought presently seems undeniable. A court-structured payment plan requiring periodic payments toward satisfaction of a valid confession of judgment operates in a similar manner: it directs the debtor to apply available funds or income toward an outstanding obligation. It does not compel third-party wage withholding. It does not invoke the statutory garnishment scheme. It simply provides a structured mechanism for enforcement of a judgment already entered.

By denying Appellant's Rule 59 motion, the Court necessarily rejected Appellant's argument grounded in § 33-44-504. [R. pp. 16-20]. That rejection, without meaningful legal analysis, highlights the error in the Court's reasoning. The statutory existence of charging orders demonstrates that South Carolina law provides a mechanism for income or distributions to be used in satisfaction of judgments without requiring the same to be viewed as wage garnishment tools.

The trial court's contrary conclusion rests on a fundamental mischaracterization of both the record and governing law. A structured payment plan is not the statutory equivalent of wage garnishment. By equating the two, the Court improperly expanded the scope of garnishment

beyond its defined limits and erroneously restricted the lawful tools available for post-judgment enforcement. This legal error warrants reversal.

## **II. A Debtor With No Personal Assets Cannot Be Immune Towards Payment of a Judgment**

The trial court fundamentally misconstrued its equitable authority by concluding that because Respondent testified he possessed no identifiable personal assets, it was powerless to afford Appellant any meaningful relief. [R. pp. 10-15]. In doing so, the Master-in-Equity reduced its role to that of a passive observer, effectively stating that absent “physical assets to sell” such as “100 acres of land with no mortgage on it” or “one million dollars in the bank,” no remedy existed. [R. p. 53 lines 8-15]. The court further stated that Respondent could voluntarily enter a payment arrangement but emphasized on the record that he was “not required to do that,” ultimately dismissing Appellant’s claims with the remark, “I don’t think you’re going to get 36 [thousand] any time soon but, you know, that’s what is owed.” [R. p. 50 lines 21-22; p. 53 lines 2-3].

This reasoning is legally erroneous and contrary to long-settled principles of equity. A judgment debtor’s assertion that he presently lacks attachable assets does not extinguish a valid judgment, nor does it deprive a court of equity of its authority to fashion appropriate relief. To hold otherwise would render judgments illusory and permit debtors to avoid enforcement simply by professing insolvency.

Equity exists precisely to prevent such outcomes. As recognized in *Katzburg v. Katzburg*, courts sitting in equity are vested with broad discretion to ensure that justice is done between the parties. 410 S.C. 184 (Ct. App. 2014). That authority is codified in S.C. Code Ann. § 14-11-15, which empowers a Master-in-Equity to hear and determine all matters within equitable jurisdiction and to craft remedies that balance the rights and obligations of creditors and debtors alike. The

ability to structure payment arrangements consistent with equitable principles falls squarely within that jurisdiction.

By characterizing a court-ordered payment plan as tantamount to wage garnishment, and therefore beyond its authority, the court misapprehended both the nature of the requested relief and the scope of its own equitable powers. A structured payment schedule is not synonymous with statutory garnishment; rather, it is a recognized equitable mechanism designed to facilitate compliance with a lawful judgment while accounting for a debtor's financial circumstances. The court's refusal to consider any enforceable equitable remedy effectively nullified Appellant's judgment and undermined the integrity of post-judgment proceedings. South Carolina law does not permit a debtor to shield himself from enforcement merely by claiming a lack of liquid assets. *See Johnson v. Service Mgmt.*, 319 S.C. 165.

By declining to exercise its equitable jurisdiction, the Master-in-Equity committed reversible error and deprived Appellant of the meaningful enforcement mechanisms contemplated by South Carolina law.

### **III. The Trial Court Committed an Error of Law by Denying Attorney's Fees Based on An Error in Law**

Under South Carolina law, the Court may award attorney's fees under a compensatory contempt theory when a party incurs costs to enforce compliance with a court order. *Poston v. Poston*, 331 S.C. 106 (1998). Where such entitlement exists, the trial court's decision to award or deny fees is reviewed for abuse of discretion. *Doe v. Doe*, 324 S.C. 492 (Ct. App. 1996). An abuse of discretion occurs when the ruling is controlled by an error of law, rests upon unsupported factual conclusions, or reflects a failure to exercise discretion altogether. *State v. Wallace*, 440 S.C. 537 (2023).

South Carolina courts have consistently affirmed awards of attorney's fees where a party willfully fails to comply with court-ordered discovery or other mandates. *See Wilson v. Walker*, 340 S.C. 531 (Ct. App. 2000) (affirming attorney's fees upon a finding of willful noncompliance with court orders). Contempt is defined as a willful act done voluntarily and intentionally with the specific intent to disobey or disregard the law or a court order. *Miller v. Miller*, 375 S.C. 443 (Ct. App. 2007). The purpose of such awards is not punitive alone, but compensatory, ensuring that the innocent party is not forced to bear the financial burden of enforcing compliance with a valid court order. *See id.*

Here, the Court failed to consider attorney's fees under the applicable standard of law. The record reflects repeated and willful noncompliance by Respondent, for not one, but two separate Orders. [R. pp. 1-3] [R. pp. 4-8]. The February 27, 2025 Order required Respondent to appear with specific financial documentation, including tax returns, bank statements, deeds, titles, and security agreements. [R. pp. 1-3]. Respondent appeared on April 2, 2025, with none of the required documents. The Court then issued a renewed Order on Rule to Show Cause on April 8, 2025, directing Respondent to deliver the same materials within thirty (30) days to Appellant's counsel. [R. pp. 3-8]. Again, Respondent failed to fully comply. Follow-up communications from Appellant's counsel went unanswered.

By the October 8, 2025, hearing, ordered documents remained outstanding. Appellant's counsel placed this failure squarely on the record. [R. p. 45 lines 5-9]. Appellant's counsel nevertheless proceeded with testimony to prevent further delay and mounting expenses. The December 22, 2025, Order incorrectly states that "Rudicill's attorney elected to proceed without objection". [R. pp. 16-20]. That statement is directly contradicted by the record. Counsel

affirmatively notified the Court of the missing documentation, despite having already issued two rules to show cause orders, which constitutes an effective objection. [R. p. 45 lines 5-9].

Placing noncompliance on the record is the very act of objecting. Proceeding under protest to mitigate additional prejudice is not waiver. *See King v. James*, 388 S.C. 16 (Ct. App. 2010). If the Court believed there was no objection, that finding contradicts the hearing transcript. If the Court acknowledged that counsel raised the issue, then the Order’s characterization of “proceeding without objection” is factually unsupported. [R. pp. 16-20]. This internal inconsistency leaves Appellant unable to discern what facts the Court actually relied upon in denying fees. The uncertainty is compounded by the Court’s shifting rationale.

**a. The October 8, 2025 Hearing Transcript Reflects Denial Based on an Improper Legal Standard**

At the October 8, 2025 hearing, when Appellant’s counsel sought to enter an Affidavit of Attorney’s Fees, the Court stated: “I mean I don’t know that you’re entitled to add attorney’s fees for showing up here today. I mean you told him to be here and he’s here and he didn’t hire you so.” [R. p. 52 lines 3-6]. This reasoning reflects a clear misapplication of law. Entitlement to attorney’s fees does not turn on whether the opposing party “hired” the movant’s attorney. It turns on contractual authority, statutory authority, or equitable grounds such as contempt. *Abbott v. Gore*, 304 S.C. 116 (Ct. App. 1991).

Nothing in South Carolina jurisprudence conditions recovery of attorney’s fees on the opposing party’s retention of counsel. If the denial of fees was based on the Court’s clear statement on October 8, 2025, the ruling was controlled by an error of law and constitutes an abuse of discretion under *State v. Wallace*. The Court later stated in its Order that Respondent had “substantially complied” by appearing at hearings. [R. pp. 16-20]. Mere physical appearance does not constitute compliance with orders expressly requiring production of financial documentation.

Respondent failed to satisfy either order, requiring Appellant's counsel to proceed with incomplete information solely because of Respondent's willful noncompliance.

**b. The Court Failed to Consider Respondents' Ability to Pay**

When determining financial obligations to creditors, courts may consider evidence of earnings and financial capacity. *Cody P. v. Bank of Am., N.A.*, 395 S.C. 611 (Ct. App. 2011). The December 22, 2025 Order states that fees were denied based on the "facts of the case," yet it fails to address critical evidence presented at the hearing. [R. pp. 16-20]. Through examination by Appellant's counsel, Respondent admitted to gambling, with Appellant's Counsel pointing out that Respondent had expended more than \$13,000.00 on gambling after executing the Confession of Judgment. [R. p. 47 lines 19-25; p. 49 lines 1-5]. This evidence underscores both the necessity of full financial disclosure and the prejudice caused by its absence.

Yet the Order fails to meaningfully analyze this evidence and effectively denies any chance of Respondent's ability to pay. The testimony set forth before the Court reflects discretionary spending in a substantial amount after confession of judgment, while Respondent simultaneously failed to comply with two court orders requiring disclosure of financial information. Such evidence is directly relevant to whether Respondent possessed the financial capacity to comply and whether to both award attorney's fees, or submit a structured payment plan. By omitting any analysis of this testimony, the Court failed to exercise its discretion in accordance with governing law. An order that recites reliance on the "facts of the case" but does not engage with material financial evidence cannot withstand appellate review. [R. pp. 16-20].

For these reasons, the denial of attorney's fees constitutes an abuse of discretion. This Court should vacate the portion of the December 22, 2025 Order denying attorney's fees and remand

with instructions to award Appellant reasonable attorney's fees incurred as a direct and foreseeable result of Respondent's repeated and willful failure to comply with two prior court orders.

### CONCLUSION

Based on the foregoing, this Court should reverse the judgments below and remand for further proceedings.

Respectfully Submitted this 24th  
day of April 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  
Green ville, SC 29601  
Phone: (864) 331-1751  
[jessie@truluckthomason.com](mailto:jessie@truluckthomason.com)  
[adrienne@truluckthomason.com](mailto:adrienne@truluckthomason.com)  
*Attorneys for Appellant*