

STATE OF SOUTH CAROLINA)

COUNTY OF GREENWOOD)

Edgefield Holdings, LLC,)

Plaintiff,)

vs.)

John W. Polasky, Pucketts Ferry)
Homeowners Association, Inc.,)
Greenwood County, South State)
Bank, N.A.)

Defendants.)

IN THE EIGHTH JUDICIAL CIRCUIT
COURT OF COMMON PLEAS

Civil Action No. 2025-CP-24-00155

**ORDER ON PLAINTIFF EDGEFIELD
HOLDINGS, LLC'S AND JOHN W.
POLASKY'S MOTIONS FOR SUMMARY
JUDGMENT****RECEIVED****Sep 15 2026****SC Court of Appeals**

This matter comes before via an order of reference and cross motions for summary judgment (the Motions) filed by Plaintiff Edgefield Holdings, LLC (Plaintiff) and Defendant John W. Polasky (Polasky) (collectively, the Parties). The case, by consent, was referred to the undersigned Special Referee with any appeal being to the South Carolina Court of Appeals.

Plaintiff has three foreign judgments (the Judgments) against Polasky filed in Greenwood County, South Carolina. The Judgments were rendered against Polasky on July 1, 2008, in North Carolina. The Judgments were properly domesticated in Greenwood County via filings made on January 10, 2017, January 11, 2017, and January 19, 2017.

Plaintiff filed a complaint seeking to foreclose upon certain real property of Polasky based upon the Judgments. Plaintiff moved for summary judgment to establish the validity of the Judgments against Polasky and an order for foreclosure

and sale of Polasky's real property in Greenwood County. Polasky moved for summary judgment on his declaratory judgment cause of action seeking to invalidate the judgments.¹ The Parties provided the Court with a joint stipulation of facts which is hereby incorporated by reference.

The Parties have fully briefed the Motions. The Parties agreed to submit the determination of the Motions by the Court on the briefs and without a hearing. Upon review of the file, including all pleadings, motions, responses, and replies, the Court finds that Plaintiff's Judgments against Polasky are valid. The Court therefore grants Plaintiff's motion for summary judgment and denies Polasky's motion for summary judgment. Polasky's real property in Greenwood County will be set for sale based on the foreclosure of the Judgments, following a foreclosure hearing to establish the amounts owing on the judgments, with the sale to occur prior to January 2027.

The Law and Rationale

Per the South Carolina statutory scheme, the North Carolina judgments become South Carolina judgments immediately upon filing: "Upon the filing of the foreign judgment and the affidavit, the foreign judgment must be docketed and indexed in the same manner as a judgment of this State..." S.C. Code Ann. §15-35-920(B). This is because the Full Faith and Credit Clause of the United States Constitution (Article 4 § 1) requires that a judgment of a court from one state be acknowledged and enforced by all the other states of the United States.

¹ The Honorable Judge Hocker previously heard a motion to dismiss or, alternatively for summary judgment, filed by Polasky, which was denied.



Following domestication, “[e]xecutions may issue upon final judgments or decrees at any time within ten years from the date of original entry thereof” S.C. Code Ann. § 15-39-30.² South Carolina courts have held that the 10-year-enforcement period under S.C. Code § 15-39-30 begins upon domestication of a judgment in this State. *Com. Credit Loans, Inc. v. Riddle*, 334 S.C. 176, 182, 512 S.E.2d 123, 126 (Ct. App. 1998) (stating that “[Commercial Credit] argues the proper date of original entry when calculating the enforcement period of a South Carolina judgment is the date it was entered in South Carolina. We agree.”). As explained by the Court of Appeals:

The institution of an action to domesticate a foreign judgment specifically contemplates that a South Carolina judgment will be issued by a South Carolina court. At that point, pursuant to section 15-35-810, this South Carolina judgment may then be abstracted and indexed so as to constitute a lien upon the debtor’s real property for a period of ten years. It logically follows that section 15-39-30 also deals with the date of original entry of the South Carolina judgment which may then be executed upon for a period of ten years.

Id., 334 S.C. at 181, 512 S.E.2d at 126. The *Commercial Credit* court further explained that the “adoption of the Uniform Enforcement of Foreign Judgments Act does not alter this analysis. Once a foreign judgment has been properly filed it must

² The ten-year statute of limitations under S.C. Code Ann. § 15-3-600 does not begin to run until the judgment debtor moves to South Carolina. *Abba Equip., Inc. v. Thomason*, 335 S.C. 477, 482, 517 S.E.2d 235, 238 (Ct. App. 1999); SC Code Ann. § 15-3-30 (“If when a cause of action shall accrue against any person he shall be out of the State, such action may be commenced within the terms in this chapter respectively limited after the return of such person into this State. And if, after such cause of action shall have accrued, such person shall depart from and reside out of this State or remain continuously absent therefrom for the space of one year or more, the time of his absence shall not be deemed or taken as any part of the time limited for the commencement of such action.”). Since the Judgments originated in North Carolina in 2008 and were filed in South Carolina in 2017, this limitations period is not triggered.

be docketed and indexed in the same manner as a judgment of this state.” *Id.* at n.3; see also *Home Port Rentals, Inc. v. Moore*, 369 S.C. 493, 495, 632 S.E.2d 862, 863 (2006) (recognizing *Commercial Credit* and stating that “a foreign judgment must be enrolled in this state in order to be effective as a South Carolina judgment” and distinguishing between the 10-year-period for execution of a judgment under SC Code § 15-39-30 and the time to bring a cause of action under SC Code § 15-3-30). Thus, the *Commercial Credit* court found that a May 27, 1986 Illinois judgment domesticated in South Carolina on February 21, 1989, could be executed on in South Carolina through February 21, 1999.

This Court finds that the same analysis necessarily applies to the present case. Plaintiff seeks to execute on the Judgments within 10 years of them being filed in South Carolina. Based on the binding rulings in *Commercial Credit* and *Home Port*, Plaintiff may therefore proceed with execution within 10 years of filing the Judgments in South Carolina.

In Polasky’s Motion, he contends that the holding in *Commercial Credit* is dicta and that the enactment of the Uniform Enforcement of Judgment Act changes the analysis applied in *Commercial Credit*. While the argument is persuasive the Court disagrees. *Commercial Credit* dealt with the exact issues in this case, including addressing the UEFJA and the execution on a final judgment. The Court’s holding was not dicta as it reversed the decision below, finding that that the special referee erred in interpreting the time period for enforcement. *Com. Credit*, 334 S.C. at 183, 512 S.E.2d at 127 (“We conclude the special referee erred in his interpretation of



section 15-39-30. The language 'from the date of original entry thereof' refers to the date of entry of a South Carolina judgment. In this case, that date was February 21, 1989. Consequently, the ten-year enforcement period runs through February 21, 1999."). It further addressed the impact of the UEFJA, finding that it had no impact. *Id.*, 334 S.C. at 181, 512 S.E.2d at 126, n.3; *see also Nielson v. Schnmoke*, 278 N.C. App. 656, 664-65, 863 S.E.2d 652, 664-65 (Ct. App. 2021) (collecting cases finding the deadline for executing on a judgment runs from the date of filing such judgment in a new jurisdiction).

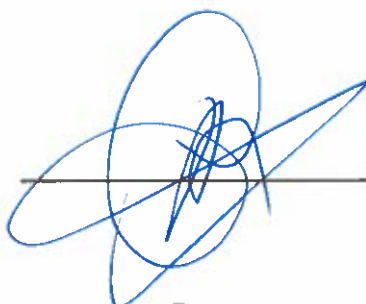
In summary, the Judgments were rendered against Polasky on July 1, 2008, in North Carolina. These Judgments were domesticated in Greenwood County via filings made on January 10, 11, and 19, 2017. This domestication was properly completed pursuant to ten-year period prescribed in S.C. Code Ann. § 15-3-600. Because the Judgments were domesticated within the ten-year statutory window, they constitute a lien on Polasky's property that may be foreclosed through January 10, 11, and 19, 2027, respectively, pursuant to S.C. Code § 15-9-30. *See Com. Credit*, 334 S.C. at 182, 512 S.E.2d at 126.

CONCLUSION

Plaintiff's Motion for Summary Judgment is GRANTED and Polasky's Motion for Summary Judgment is DENIED.

IT IS SO ORDERED.

9/3/2026


Special Referee