

STATE OF SOUTH CAROLINA)	IN THE COURT OF COMMON PLEAS
)	
COUNTY OF GREENVILLE)	THIRTEENTH JUDICIAL CIRCUIT
Associated Receivables Funding, Inc.,)	Civil Action No. 2016-CP-23-07575
)	
Plaintiff,)	
)	
vs.)	<u>ORDER GRANTING MOTION FOR</u>
)	<u>SUMMARY JUDGMENT</u>
Charles L. Houser and Melissa M.)	
Houser,)	
)	
Defendants.)	
)	

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SC Court of Appeals

This matter came before the Court on Charles L. Houser and Melissa M. Houser’s (the “Housers”) Motion for Summary Judgment on January 24, 2022. After carefully considering the Motion, memoranda, applicable case law, and argument of counsel, this Court **GRANTS** the Housers’ Motion for Summary Judgment.

ANALYSIS

In this Statute of Elizabeth case, Plaintiff alleged that it had a judgment against Charles Houser, and that his transfer of Green Cloud stock to his wife Melissa Houser after the judgment was entered should be voided because it was done to avoid the judgment. (Compl. ¶¶ 7, 10.) Plaintiff further alleges that once this transfer is voided, Charles Houser will be the owner of the Green Cloud stock, and the stock will be available to satisfy the judgment Plaintiff has against Charles Houser. (Compl. ¶¶ 17–18.)

Plaintiff obtained the judgment against Mr. Houser on July 28, 2011. On July 28, 2021, this judgment expired pursuant to S.C. Code Ann. § 15-39-30. The Housers moved for summary judgment, arguing that because the underlying judgment expired pursuant to S.C. Code Ann. § 15-39-30, there is no longer a basis for Plaintiff’s claim.

S. C. Code Ann. § 15-39-30 provides that “Executions may issue upon final judgments or decrees at any time within ten years from the date of the original entry thereof and shall have active energy during such period, without any renewal or renewals thereof, and this whether any return may or may not have been made during such period on such executions.” *See* S.C. Code Ann. § 15-39-30. The South Carolina Supreme Court interpreted this statutory provision in *Gordon v. Lancaster* in 2018, holding that, “[a]ccording to the statute’s plain language, a creditor has ten years to execute on the judgment from the date of its entry, a time period that cannot be renewed.” *See* 425 S.C. 386, 390, 823 S.E.2d 173, 175 (2018).

In *Gordon*, the court held that the right of a creditor to pursue the assets of the debtor is “purely statutory,” and “its duration fixed by the legislature may not be prolonged by the courts and the bringing of an action to enforce the lien will not preserve it beyond the time fixed by the statute, if such time expires before the action is tried.” *Id.* at 392, 176 (quoting *Garrison v. Owens*, 258 S.C. 442, 189 S.E.2d 31 (1972)). The court found that the judgment was stale, and any liens extinguished after the ten-year period, even though Gordon had filed a Statute of Elizabeth claim, a two-day bench trial was held and the case was on appeal. *Id.*

The judgment underlying the present case was entered against Mr. Houser on July 28, 2011. This judgment, liens on the judgment, and proceedings related to the judgment expired on July 28, 2021 under S.C. Code Ann. § 15-39-30. This Court accordingly finds that because this expired judgment is the basis of Plaintiff’s claims against the Housers, summary judgment should be granted.

CONCLUSION

Based on the foregoing, the Court finds that the lawsuit must be dismissed, and **GRANTS** the Housers' Motion for Summary Judgment.

IT IS SO ORDERED.

Hon. Alex Kinlaw, Jr., Circuit Court Judge

February ____, 2022

Greenville, South Carolina



Greenville Common Pleas

Case Caption: Associated Receivables Funding Inc vs. Charles L Houser , defendant,
et al
Case Number: 2016CP2307575
Type: Order/Other

So Ordered

s/Alex Kinlaw, Jr., #2763