

# MEMORANDUM DECISION

Pursuant to Ind. Appellate Rule 65(D), this Memorandum Decision shall not be regarded as precedent or cited before any court except for the purpose of establishing the defense of res judicata, collateral estoppel, or the law of the case.



---

## ATTORNEY FOR APPELLANT

Fred Pfenninger  
Pfenninger & Associates  
Indianapolis, Indiana

## ATTORNEY FOR APPELLEE

FREEDOMROADS, LLC

Peter T. Tschanz  
Littler Mendelson, P.C.  
Indianapolis, Indiana

## ATTORNEY FOR APPELLEE

RWS FINANCIAL, LLC

Jonathan D. Sundheimer  
Barnes & Thornburg LLP  
Indianapolis, Indiana

---

# IN THE COURT OF APPEALS OF INDIANA

---

Douglas Smith,  
*Appellant-Plaintiff,*

v.

Charles Coriaty,  
*Appellee-Defendant,*

FreedomRoads, LLC,  
*Appellee-Garnishee,*

RWS Financial, LLC,  
*Appellee-Intervenor.*

March 31, 2022

Court of Appeals Case No.  
21A-CC-1597

Appeal from the Hamilton  
Superior Court

The Honorable Darren Murphy,  
Magistrate

Trial Court Cause No.  
29D04-1909-CC-8911

**Brown, Judge.**

- [1] Douglas Smith appeals the trial court’s denial of his motion for rule to show cause. We affirm.

***Facts and Procedural History***

- [2] On June 11, 2013, RWS Financial, LLC, (“RWS”) filed a complaint against CJC Enterprises, Inc., and Charles Coriaty in cause number 29D03-1306-PL-5311 (“Cause No. 5311”). On September 3, 2013, the court entered a judgment in favor of RWS and against CJC Enterprises, Inc., and Coriaty. On March 29, 2017, RWS filed a motion for proceedings supplemental, and the motion stated that, on March 17, 2017, counsel for Coriaty indicated that Coriaty had “obtained a new job at Camping World, 303 Sheek Road, Greenwood, IN 46143.” RWS Appellee’s Appendix Volume II at 20. In response to an interrogatory to identify his employment, Coriaty responded in part: “From March 20, 2017-present I have worked at Camping World in Greenwood, IN.” *Id.* at 24. On May 1, 2017, the Hamilton County Superior Court entered an Order in Garnishment on Wages, Commissions, and Income (the “RWS Garnishment Order”) in Cause No. 5311 in favor of RWS and naming “Camping World, RV Sales, LLC” as the garnishee. *Id.* at 26. Coriaty’s earnings were garnished pursuant to the RWS Garnishment Order.
- [3] On September 20, 2019, Smith filed a Domestication and Notice of Filing of Foreign Judgment in the Hamilton County Superior Court in cause number 29D04-1909-CC-8911 (“Cause No. 8911”), the cause from which this appeal

arises. The notice stated that, on October 9, 2014, in the United States District Court, Southern District of Indiana, a Judgment in Criminal Case was entered against Coriaty and that the judgment included a civil judgment of restitution in favor of Smith and against Coriaty (the “Smith Judgment”). In January 2020, the Hamilton County Superior Court entered a garnishment order (the “Smith Garnishment Order”) in Cause No. 8911 in favor of Smith and naming “FreedomRoads LLC” as the garnishee. The Smith Garnishment Order provided that, “[i]f judgment defendant is subject to a prior final order in garnishment and this garnishment order, this garnishment order shall be honored only to the extent that disposable earnings withheld under the prior final order in garnishment do not exceed the maximum amount subject to garnishment as computed above . . . .” Appellant’s Appendix Volume II at 41.

[4] On January 26, 2021, Smith filed a “Verified Motion to Show Cause and for Contempt and for Judgment Against Garnishee FreedomRoads LLC” in Cause No. 8911 alleging that FreedomRoads had not complied with the Smith Garnishment Order. *Id.* at 49. On March 26, 2021, RWS filed a motion to intervene in Cause No. 8911 stating that, “[b]ecause the wages of Coriaty were already being garnished pursuant to the [RWS] Garnishment Order, Freedomroads did not remit Coriaty’s garnished wages to satisfy the [Smith] Judgment,” and the court granted the motion. RWS Appellee’s Appendix Volume II at 32.

[5] On June 23, 2021, the Affidavit of Joyce Slattery was filed in Cause No. 8911 which stated:

2. I am the Manager – Payroll Benefits & Compliance for FreedomRoads, LLC and have personal knowledge of the matters set forth herein.

3. FreedomRoads, through its subsidiaries, operates over 175 RV dealerships in 38 states, and is engaged in the retail sale, financing, and servicing of recreational vehicles (“RVs”).

4. Camping World RV Sales, LLC is a subsidiary of FreedomRoads. FreedomRoads and Camping World RV Sales, LLC are, in turn, both indirect subsidiaries of Camping World Holdings, Inc.

5. Camping World RV Sales, LLC operates an RV dealership in Greenwood, Indiana, formerly known as Stouts RV (“Greenwood Location”) under the registered fictitious name “Camping World RV Sales.” “Camping World” is a colloquial term often used to refer to the Greenwood Location.

6. FreedomRoads operates as the common paymaster for the Greenwood Location and its other subsidiaries that operate RV dealerships around the country. In this capacity, FreedomRoads is responsible for administering payroll and pay statements for its employees at the Greenwood Location and, when applicable, ensuring compliance with valid court-ordered garnishments.

\* \* \* \* \*

8. In my capacity as Payroll Benefits & Compliance for FreedomRoads, I am familiar with Charles Coriaty. Mr. Coriaty is employed by FreedomRoads at the Greenwood Location. As such, Mr. Coriaty’s payroll and pay statements are administered through FreedomRoads, LLC as common paymaster for Camping World RV Sales, LLC.

9. I am also familiar with [RWS]. . . . I am aware RWS obtained [the RWS Garnishment Order]. . . . Mr. Coriaty was employed by FreedomRoads and provided services at the Greenwood Location at the time the [RWS Garnishment Order] was entered. The [RWS Garnishment Order] named Camping World, RV Sales, LLC as a

Garnishee-Defendant and required that Mr. Coriaty's wages, commissions, and income be garnished pursuant to the terms of the [RWS Garnishment Order].

10. The [RWS Garnishment Order] was served on Camping World RV Sales, LLC's registered agent CT Corporation System. . . . CT Corporation System, in turn, directed the garnishment order to FreedomRoads, LLC, . . . Lincolnshire, IL . . . As the common paymaster for the Greenwood Location, FreedomRoads was responsible for complying with the [RWS Garnishment Order] when administering Mr. Coriaty's payroll and pay statements.

11. The fact that Camping World RV Sales, LLC was listed on the [RWS Garnishment Order] did not create confusion as to whether FreedomRoads, LLC, as the common paymaster, was required to garnish Mr. Coriaty's wages pursuant to the [RWS Garnishment Order] when issuing his paychecks. The fact that Camping World RV Sales, LLC was listed on the [RWS Garnishment Order] did not prevent FreedomRoads from receiving notice of the [RWS Garnishment Order] and immediately complying with it.

\* \* \* \* \*

14. . . . Mr. Smith served FreedomRoads with garnishment interrogatories in the above captioned case as a means to execute upon a judgment he received against Mr. Coriaty. When it initially responded to the garnishment interrogatories, FreedomRoads inadvertently neglected to advise Mr. Smith it was already complying with the [RWS Garnishment Order] and was unable to garnish in favor of Smith. This is because garnishment amounts set forth in the [RWS Garnishment Order] exceeded those set forth in the [Smith Garnishment Order]. . . . Smith obtained [the Smith Garnishment Order] directing FreedomRoads to garnish Mr. Coriaty's wages in favor of Smith. FreedomRoads has since notified Mr. Smith and his counsel of the [RWS Garnishment Order] and corrected its responses to Mr. Smith's garnishment interrogatories.

15. FreedomRoads has continued to comply with the [RWS Garnishment Order] because it has no basis to believe it is not an otherwise valid order directing it to comply with the terms set forth therein. . . .

*Id.* at 39-42.

[6] On June 24, 2021, the court held a hearing in Cause No. 8911. Smith’s counsel argued that his client obtained the Smith Garnishment Order but no money had been paid. He argued “another entity got a Final Order in Garnishment in a case on which they had a judgment against Charles Coriaty” and “[t]heir problem is that they got a Final Order in Garnishment against an entity who is not now and has not been Mr. Coriaty’s employer.” Transcript Volume II at 4-5. He argued FreedomRoads had “been collecting money for a substantial period of time on a Final Order in Garnishment where the money was to be in favor [of] Camping World RV Sales LLC when it has never been the employer of Charles Coriaty, they just went and paid it anyway.” *Id.* at 6.

[7] Smith’s counsel asked Coriaty where he was employed, and Coriaty answered: “At Camping World.” *Id.* at 8. When asked “[a]re you employed by Freedomroads LLC,” Coriaty replied: “I get paid from Freedomroads LLC.” *Id.* When asked if his “paychecks say Freedomroads,” he replied “Yeah Freedomroads LLC.” *Id.* at 9.

[8] FreedomRoads’ counsel stated that FreedomRoads is the parent company of Camping World RV Sales, LLC, operates as a common paymaster for its subsidiary dealerships including Camping World RV Sales, LLC, and is

responsible for administrating payroll and complying with garnishment orders. He argued “Camping World RV Sales LLC and Freedomroads LLC share . . . the same registered agent and so when the garnishment order was served on Camping World RV Sales LLC it was immediately directed to . . . Freedomroads LLC,” “Freedomroads LLC knows that Camping World is the common name for that particular location in Greenwood, Indiana,” and “Freedomroads knew that as the common paymaster that it was ultimately going to be liable for the garnishment of Mr. Coriaty’s wages, but we in good faith, complied with the [RWS Garnishment Order] and have been doing since . . . April 2017.” *Id.* at 13. He argued FreedomRoads complied with the RWS Garnishment Order, the Smith Garnishment Order “directed us to comply only to the extent that we weren’t subject to another order or any other monies could be garnished in favor of Mr. Smith,” and “[s]o, we have in no way violated either order, we have in good faith complied with both orders.” *Id.* at 13-14. He also argued FreedomRoads “received notice of the [RWS] Garnishment Order and instead of trying to challenge it on technical grounds, it simply complied with it Your Honor.” *Id.* at 14.

[9] RWS’s counsel argued the RWS Garnishment Order was entered in 2017 and since that time garnishment payments had been regularly remitted to RWS. FreedomRoads’ counsel argued it was not required to prove the RWS Garnishment Order was valid and that, to the extent it discussed the corporate structure, it did so in order to show that it acted in good faith and did not deliberately disregard the Smith Garnishment Order.

[10] On June 30, 2021, the trial court entered an order denying Smith’s motion for contempt. The court found that FreedomRoads “has . . . not acted in a manner inconsistent with this Court’s Order or otherwise willfully disobeyed the Smith [Garnishment] Order.” Appellant’s Appendix Volume II at 11-12.

### *Discussion*

[11] Smith asserts that FreedomRoads should be found in contempt for failing to garnish Coriaty’s earnings pursuant to the Smith Garnishment Order. He argues that the RWS Garnishment Order failed to name FreedomRoads as the garnishee. He argues FreedomRoads and Camping World RV Sales, LLC are separate companies and “should not be entitled to chose [sic] to ignore their own corporate formalities when and if it pleases them to do so.” Appellant’s Brief at 15. He contends: “No Freedomroads you have not complied with either order.” *Id.* at 16.

[12] In general, contempt of court involves disobedience of a court which undermines the court’s authority, justice, and dignity. *City of Gary v. Major*, 822 N.E.2d 165, 169 (Ind. 2005). Ind. Code § 34-47-3-1 provides that “[a] person who is guilty of any willful disobedience of any process, or any order lawfully issued . . . by any court of record . . . is guilty of an indirect contempt of the court that issued the process or order.” In order to be held in contempt for failure to follow the court’s order, a party must have willfully disobeyed the court order. *Id.* at 170. The order must have been so clear and certain that there could be no question as to what the party must do, or not do, and so there could be no question regarding whether the order is violated. *Id.* A party may



not be held in contempt for failing to comply with an ambiguous or indefinite order. *Id.* Otherwise, a party could be held in contempt for obeying an ambiguous order in good faith. *Id.* The determination of whether a party is in contempt of court is a matter left to the discretion of the trial court. *Id.* at 171.

[13] The record reveals that the RWS Garnishment Order was entered in May 2017 in Cause No. 5311 naming “Camping World, RV Sales, LLC” as the garnishee. RWS Appellee’s Appendix Volume II at 26. Coriaty had stated in an interrogatory response that he “worked at Camping World in Greenwood, IN.” *Id.* at 24. Camping World RV Sales, LLC was a subsidiary of FreedomRoads and operated an RV dealership in Greenwood. Coriaty was employed at the Greenwood location, and FreedomRoads administered payroll with respect to the employees at the location. FreedomRoads’ counsel stated that FreedomRoads “knew . . . that it was ultimately going to be liable for the garnishment of Mr. Coriaty’s wages” and “in good faith, complied” with the RWS Garnishment Order. Transcript Volume II at 13. As it was garnishing Coriaty’s earnings pursuant to the RWS Garnishment Order, FreedomRoads did not also garnish his earnings pursuant to the Smith Garnishment Order.

[14] Based upon the record, we cannot say the trial court abused its discretion in finding that FreedomRoads did not willfully disobey a court order and in

denying Smith's motion for contempt.<sup>1</sup>

[15] For the foregoing reasons, we affirm the trial court's ruling.

[16] Affirmed.

May, J., and Pyle, J., concur.

---

<sup>1</sup> Smith argues FreedomRoads should be required to pay his reasonable attorney fees. As we affirm the trial court's denial of his motion for contempt, we decline to order FreedomRoads to pay Smith's attorney fees. Further, in Part C of the argument section of his appellant's brief, Smith states, without citation to authority, that "[t]he final order in garnishment of Doug Coriaty has priority over other final orders in garnishment." Appellant's Brief at 13. This decision addresses only the trial court's ruling on Smith's motion for contempt and does not address any issue related to priority or the application of garnished earnings.