

THE STATE OF SOUTH CAROLINA

In the Court of Appeals

APPEAL FROM BERKELEY COUNTY

Master In Equity

The Honorable Dale E. Van Slambrook, Master In Equity

Appellate Case No.: 2022-001611

RECEIVED
MAR 22 2023
SC Court of Appeals

Steve Cumbee and Palmetto Kitchen & Remodeling, LLC.....Appellants,

v.

Bernard Milligan.....Respondent.

RECORD ON APPEAL

VOL. 1

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STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOR THE NINTH JUDICIAL CIRCUIT
COUNTY OF BERKELEY	)	CASE NO.: 2018-CP-08-00889
	)	
STEVE CUMBEE AND PALMETTO	)	
KITCHENS & REMODELING, LLC	)	
	)	
Plaintiffs,	)	
	)	
v.	)	ORDER
	)	GRANTING JUDGMENT TO
BERNARD MILLIGAN	)	DEFENDANT/COUNTER-CLAIMANT
	)	BERNARD MILLIGAN
Defendant.	)	
	)	

THIS consolidated action was tried before the court without a jury on July 11, 2022. On May 15, 2018, Steve Cumbee and Palmetto Kitchens & Remodeling, LLC, (collectively, “Cumbee”) filed this action against Bernard Milligan (hereinafter, “Milligan”) alleging causes of action for foreclosure of mechanics lien, quasi-contract, “collection,” breach of contract, and conversion based on work performed or to be performed on a house owned by Milligan located at 306 S. Live Oak Drive, Moncks Corner, South Carolina. On June 27, 2018, Milligan filed an action against Cumbee, Berkeley County Case No. 2018-CP-08-00904, alleging causes of action for breach of contract, breach of express and implied warranties, builder’s negligence, negligent misrepresentation, fraud, constructive fraud, and unfair trade practices in violation of S.C. Code § 39-5-10 *et. seq.* Milligan answered Cumbee’s Complaint on July 27, 2018, denying the essential allegations and asserting various affirmative defenses. Cumbee answered Milligan’s complaint on July 27, 2018, denying the essential allegations, asserting various affirmative defenses, and restating the same causes of action previously set forth in Cumbee’s original complaint against Milligan.

The Cumbee and Milligan actions were consolidated on March 27, 2019, under the above case number. The matter was referred to the Master in Equity for Berkeley County for a final judgment pursuant to a consent order dated May 11, 2021.

Present and appearing at the trial were Mr. Milligan and his attorney, John B. Williams of Williams & Hulst, LLC. Cumbee was represented by Kindrea Wilson and Emily Tong of the Wigger Law Firm, Inc.

Cumbee's complaint is based primarily on a mechanics lien filed with the Berkeley County Register of Deeds Office on January 2, 2018. In the mechanics lien, Cumbee claims that Milligan paid Cumbee \$31,250.00 for a remodeling project and that \$27,950.00 remained due and owing for labor and materials furnished on the project by Cumbee. Milligan's complaint seeks unspecified damages based on the work performed by Cumbee, alleging that Cumbee's work failed to comply with local building codes and was so substandard as to be virtually worthless because so much of the work will have to be removed and replaced.

Cumbee presented testimony from Steve Cumbee, the officer in charge of construction for Palmetto Kitchen & Remodeling, LLC, and from Bernard Milligan. Milligan testified again on his own behalf and also offered testimony from two experts in home remodeling/renovation, David Johnson, and James Hinson, Chad Kelly Chief Building Inspector for the Town of Monck Corner, homeowner Tony Wren regarding his experience with Cumbee's work, and Mary Cumbee, wife of Steve Cumbee.

Based on the testimony and exhibits presented at trial, I make the following findings of fact and conclusions of law:

FINDINGS OF FACT

1. On or about September 25, 2017, Cumbee and Milligan entered into a contract which provided that Cumbee would perform certain renovations to Milligan's house located at 306 S. Live Oak Drive in the Town of Moncks Corner, South Carolina. Milligan wanted to remodel the house so that his son, who was seriously ill, could live there. Milligan's son has since passed away. The full amount of the contract price and plus agreed changes was to be \$59,200.00.

2. Steve Cumbee testified that he drew up the contract. "Palmetto Kitchens & Remodeling, LLC, is on the letterhead of the first page of the contract but the signature line shows only "R. Steve Cumbee." There is no indication on the contract that Steve Cumbee executed the agreement in a representative capacity.¹ Steve Cumbee testified that Palmetto Kitchens & Remodeling, LLC, is no longer in existence.

3. Upon execution of the contract, Milligan paid Cumbee an initial down payment in the amount of \$18,250.00. During the next two months, Steve Cumbee demanded additional sums to work on the project, eventually bringing the total amount paid by Milligan to \$34,250.00.

4. Sometime before Christmas in December of 2017, Steve Cumbee again asked Milligan for additional payment. Milligan balked at further payment because it appeared to him that the work was incomplete and deficient.

5. Milligan contacted Chad Kelly, the Chief Building Inspector for the Town of Moncks Corner, and asked him to inspect the property.

6. Kelly met with Milligan and Steve Cumbee on the property and inspected the work. Kelly testified that most of the work initially described in the contract—renovating the roof, windows, can light installation, laundry room remodel, extending the doorways, wall removal, and

¹ Steve Cumbee's signature is on the contract and was attached to Milligan's Amended Complaint.

bathroom remodel would have required a permit. For the additional work Milligan and Cumbee later agreed on—the front deck, rewiring, floor joists, kitchen walls, raising the ceiling, additional can lights, and extending the bedroom would have required a permit under the Town's building code.

7. Steve Cumbee informed Kelly that he had a permit from Berkeley County to perform the renovations. Kelly informed Cumbee that the project was located in the Town of Moncks Corner and that he needed a permit from the Town to perform the work, not the County. Kelly contacted Berkeley County and learned that Cumbee did not have a permit to perform the work from the County.

8. Steve Cumbee also informed Kelly that he had a license to operate his company from Berkeley County. Kelly knew that statement was false because Berkeley County does not issue business licenses.

9. Kelly then ordered Cumbee to stop all work on the project because Cumbee did not have a permit to perform the work and because he did not have a business license.

10. Kelly informed Cumbee that to re-start work on the project he would need to submit plans for the work to the Town of Moncks Corner for a plan review and that if the plans met the Town's code requirements a building permit would be issued. Cumbee was also told that a business license from the Town would be required.

11. Cumbee claims he stopped work on the project because Milligan refused to pay him additional funds to continue the work.

12. Cumbee never submitted any plans to the Town for the work on the project and no permit was ever issued for the work.

13. On December 28, 2017, Steve Cumbee executed a verified statement of account in support of his mechanics lien stating, under oath, that “the true and just account due to Steve Cumbee, individually and as Owner of Palmetto Kitchen & Remodeling, LLC, for labor and materials used and unpaid for” on Milligan’s property was \$59,200.00, that payments received was \$31,250.00, and that the total amount due was \$27,950.00.

14. Steve Cumbee testified that his company spent in excess of \$40,000.00 for work on the project.

15. Steve Cumbee submitted his company’s bank statements as an exhibit and testified that the statements showed the amount Cumbee spent on the project. Steve Cumbee then testified that to the best of his recollection, Milligan owed Cumbee “somewhere between \$25,000 and \$30,000.” The statements are heavily redacted with highlighted entries that reflect electronic payments to retail outlets and copies of checks to unidentified individuals. The statements do not specifically reference the Milligan project. The highlighted entries amount to a total of \$21,554.10.

16. Steve Cumbee acknowledged that much of the work that was to be performed under the contract was not complete. He testified that he was only seeking payment for completed work. Steve Cumbee testified that “we came up with a number” showing that Milligan owed Cumbee \$13,900 for the completed work—apparently under the additional work part of the contract. Steve Cumbee further testified that “we found another \$3,000.00” payment by Milligan which reduced Cumbee’s total claim to \$10,900.00.

17. Steve Cumbee testified that the value of the work that was not completed under the contract amounted to approximately \$4,000.00.

18. Steve Cumbee testified that his company performed the work on the project in a “competent manner,” and that the completed work complied with applicable code requirements. He further testified that anything done to a “less than acceptable standard” was not complete and would be addressed on a punch list and/or walk-through.

19. Milligan presented two licensed home inspectors at the hearing who were qualified, without objection, as experts in the field of home construction and remodeling. David Johnson testified that he was a licensed residential builder and licensed home inspector for 19 years and that he has been doing so for over 20 years. Johnson inspected the home and work performed by Cumbee and testified that most of the work did not meet code and was so inferior that it had little to no value because almost all of the work would have to be removed and redone. Johnson opined that Cumbee’s work was not performed in a careful, diligent, and workmanlike manner.

20. Johnson identified the following issues with Cumbee’s work: the deck was attached to the house by nails (to a rotted sill) rather than with bolts; the windows appeared to be mobile home windows, were improperly installed, and one was missing; the addition had not been dried-in (resulting in water damage) and the structure was situated on concrete blocks on the ground rather than a continuous concrete footers; 2-by-4’s were used to frame the rafters rather than the minimum 2-by-6’s required by code; the roof had not been leveled and the shingles were improperly installed; new siding was improperly nailed; significant mold/mildew in closet area of addition; untreated wood used for fascia (wood rotting); wiring in bathrooms roughed in but incomplete, plumbing incomplete, vanity not secured; kitchen renovation incomplete except for some wiring, no cabinets/countertops, some drywall work; rotten subfloor; uneven flooring; re-wiring incomplete; no a/c unit installed.

21. Johnson's report on Cumbee's work and a series of pictures depicting the above defects were admitted into evidence without objection.

22. James Hinson testified that he has been a licensed general contractor since 1998. He has built new houses and refurbishes existing houses. He was qualified as an expert in contracting/remodeling/repairs without objection. Hinson testified that he personally inspected the home and work performed sometime in 2017 or beginning of 2018. Hinson reviewed Johnson's photograph and testified that the pictures accurately portrayed the condition of Milligan's house when he inspected it. Hinson was present in the courtroom during Johnson's testimony and had reviewed Johnson's report and he confirmed that Johnson's report accurately reflected the status and condition of the house and the status of Cumbee's work.

23. Tony Wren testified that in 2018 he entered into a contract with Cumbee to install kitchen cabinets and bathroom cabinets in the home he and his wife were building. Wren testified that he had paid a \$5,890.00 deposit for the work. Cumbee then asked for additional funds. Despite being unhappy with the work, Wren and his wife decided to pay Cumbee another \$3,000.00 to continue the project. The work continued to be substandard—the cabinet doors were not level, the screws in the hinges had split the wood, and there were gaps in the cabinet doors and they did not shut properly. Cumbee again asked for additional funds. After paying \$8,890.00 for such poor work, Wren refused to pay Cumbee any more funds. Wren hired another contractor. Cumbee's work was of such poor quality that the cabinets had be removed and destroyed.

24. Wren testified, without objection, that he was aware of other incidents where Cumbee had secured a deposit, performed inferior work, and then demanded additional funds to remediate and complete the work. Wren did not pursue any legal action against Cumbee because it was his understanding that Cumbee had nothing to satisfy any judgment.

25. Steve Cumbee's wife, Mary Ruth Cumbee, testified that Palmetto Kitchen and Remodeling was her limited liability company and that she was responsible for it.

26. Mary Ruth Cumbee testified that she kept the books for the company and made appointments, and phone calls. She might go out to jobsites to check on whomever was working. She did not inspect the quality of the work—that was Steve Cumbee's job.

27. Mary Ruth Cumbee testified that the highlighted entries on the bank statements entered as Plaintiff's Exhibit 4 "looked like charges for materials" but that she could not be specific as to what materials were being purchased or which job the materials went to.

CONCLUSIONS OF LAW

1. Cumbee has failed to establish, by a preponderance of evidence, that Milligan owes Steve Cumbee and/or Palmetto Kitchen and Remodeling, LLC, any sums in connection with its work on Milligan's property.

- a. There is no dispute that Milligan paid Cumbee \$34,250.00.
- b. The Verified Statement of Account, executed under oath by Steve Cumbee in support of the Mechanic's Lien, falsely states that a total of \$59,200.00 was due to Cumbee in total labor and expenses, that Milligan paid Cumbee \$31,250.00, and that \$27,950.00 remained due and owing to Steve Cumbee individually and as Owner of Palmetto Kitchen and Remodeling, LLC. None of the amounts stated in the verified statement of account are accurate.
- c. Cumbee offered no evidence to support Steve Cumbee's naked claims that in excess of \$40,000 was spent on the work, or that Milligan owed "somewhere between \$25,000 and \$30,000," or that the value of the work that was *not* complete under the contract only amounted to "approximately \$4,000.00." On

the contrary, the evidence offered by Cumbee—if believed—shows that Cumbee spent far less on the project than Milligan paid Steve Cumbee.

- d. The highlighted entries in Cumbee's bank statements (Plaintiff's Exhibit 4)—purportedly showing purchases made for materials and checks written to laborers/subcontractors—fail to establish that those expenses were incurred by Cumbee on the Milligan project. Indeed, some of the purchases and checks predate the September 25, 2017, contract date of the project by over a month. Even if the Court assumes, for the purposes of argument, that all of the highlighted entries somehow pertain to the work Milligan project—those entries (from August through November of 2017) only total \$21,554.10. That amount is thousands less than the total amount that Milligan paid to Cumbee on the project.
- e. Cumbee failed to establish, by a preponderance of the evidence, Steve Cumbee's claim that Milligan owed \$13,900.00 for completed work on the project—reduced to \$10,900.00 after Cumbee “found” an additional \$3,000.00 payment by Milligan. According to Steve Cumbee, the \$13,900.00 figure was based on his recalculation of amounts due for completed work under the “additional work” portion of the contract. However, Cumbee never established that he completed any, much less all, of the work due under the original portion of the contract. According to the contract, the total value of the original work, if properly completed, amounted to \$36,500.00. The evidence shows that that much of that original work was incomplete or defective and of no value because it would have to be removed to be repaired

or replaced. According to the contract, the total value of the additional work was \$22,700.00. The evidence shows that much of the additional work was also incomplete or defective and of no value because, again, repair/replacement would require removal. Milligan paid Cumbee a total of \$34,250.00. Cumbee's claim that he is somehow entitled to that entire amount for what little work was completed under the original part of the contract, plus receive an extra \$10,900 for what little additional work was completed, is simply not supported by the evidence.

2. Milligan has established, by a preponderance of the evidence, that he paid \$34,250.00 for work that is incomplete and defective, and ultimately of no value. There is a tremendous amount of work that remains to be completed and much of the work that has been completed will have to be removed or dismantled before it can be repaired or replaced to bring it up to code.

3. Cumbee failed to obtain a permit from the Town of Moncks Corner to perform any of the work on Milligan's property and failed to obtain a business license from the Town. Steve Cumbee lied to the Town's Building Inspector about having a permit and a business license. The Town of Moncks Corner stopped work on the project because Cumbee did not have a building permit or a business license. The evidence shows that most of the work that was to be performed or was performed on Milligan's house would have required a permit from the Town. Cumbee never sought a plan review to confirm that his proposed work would conform to the Town's building code requirements and because no permit was issued, the work was never inspected by the Town for code compliance. The evidence shows that most of Cumbee's work did not conform to or comply with the Town's building code requirements.

4. Cumbee's work, as set forth above, was obviously incomplete and defective.

5. Cumbee failed to make reasonable progress in completing the work under the contract.

6. Cumbee breached the contract with Milligan by abandoning the project after Milligan rejected his demand for additional payment to continue the work.

7. Upon abandoning the project, Cumbee failed to secure the premises and/or take reasonable steps to protect the work from the elements, thereby causing additional damage to the work.

8. Steve Cumbee's testimony that the work on the project was performed in a "competent manner," that the completed work complied with applicable code requirements, and that any defects identified in the work would be remedied via a punch-list/walk-through at the end of the project is not credible. Cumbee presented no other witness to confirm or support Steve Cumbee's claims on this issue.

9. As a licensed residential homebuilder, Steve Cumbee knew or should have known that the work on the project was incomplete, defective, and unpermitted, that the work did not progress in a timely manner, and that Cumbee's demands for additional funds to continue work were baseless.

10. The mechanic's lien filed by Cumbee against Milligan's property was based on a verified statement of account executed by Steve Cumbee that contained obviously false statements of fact as to the amounts paid by Milligan on the project and the amounts remaining due to Cumbee.

11. Milligan suffered damages in the amount of the funds that he paid Cumbee for the work—\$34,250.00—because Cumbee failed and refused to finish the project. Moreover, the work

performed by Cumbee was incomplete and/or defective, unpermitted, and ultimately worthless due to substantial additional costs associated with removing and repairing or replacing the substandard work.

12. Cumbee's methods, practices, acts, and omissions in connection with this residential remodeling project, as set forth above, were deceptive and unfair.

13. Cumbee's deceptive and unfair methods, practices, acts, and omissions, as set for the herein, demonstrate a potential for repetition. Indeed, Steve Cumbee has engaged in the same methods, practices, acts, and omissions with at least one other customer in the locality. Milligan has therefore established that Cumbee's deceptive and unfair methods, practices, acts, and omissions affect the public interest.

14. The Court finds that Cumbee's deceptive and unfair methods, practices, acts, and omissions, as set forth above, were knowing and willful, and that Steve Cumbee and his company, Palmetto Kitchens & Remodeling, LLC, knew or should have known that the above-described deceptive and unfair methods, practices, acts, and omissions were in violation of the South Carolina Unfair Trade Practices Act, S.C. Code § 39-5-20(a).

15. As set forth above, Milligan has suffered an ascertainable loss of money and property and that loss was proximately caused by Cumbee's deceptive and unfair methods, practices, acts, or omissions.

WHEREFORE, this Court grants judgment as follows:

1. Judgment is granted in favor of Milligan and against Steve Cumbee and Palmetto Kitchen & Remodeling, LLC, on their claims of Foreclosure of Mechanic's Lien, Quasi-Contract, Collection, Breach of Contract, and Conversion in this consolidated action.

2. Judgment is granted in favor of Milligan and against Steve Cumbee, individually, and Palmetto Kitchens & Remodeling, LLC, on Milligan's claim for relief under the South Carolina Unfair Trade Practices Act, S.C. Code of Laws § 39-5-10 *et. seq.* Because the Court finds that the deceptive and unfair methods, practices, acts, and omissions of Steve Cumbee and Palmetto Kitchens & Remodeling, LLC, as set forth above, were knowing and willful, Milligan's damages of \$34,250.00 are trebled to \$102,750.00 as provided under the South Carolina Code of Laws § 39-5-140(a).

3. Based on the Court's finding of a violation of the Unfair Trade Practices Act, Milligan is hereby awarded his reasonable attorney fees and costs. S.C. Code of Laws § 39-5-140. Counsel for Milligan has submitted an affidavit showing that Milligan has incurred \$30,894.78 in attorney fees and costs in this litigation. I find those fees to be reasonable and grant Milligan \$30,894.78 in attorney fees and costs as provided under the Act.

4. In addition to Milligan's claim for relief under the Unfair Trade Practices Act, Milligan has, by a preponderance of the evidence, established the other claims stated in his Amended Complaint—Breach of Contract, Breach of Implied and Express Warranties, Builder's Negligence, Negligent Misrepresentation, Fraud, Constructive Fraud. However, I find that Milligan has been made whole by the damages and attorney fees the Court has awarded pursuant to the Unfair Trade Practices Act and therefore have not awarded any additional amounts for those claims.

AND IT IS SO ORDERED!

The Honorable Dale E. Van Slambrook
Master-In-Equity, Berkeley County

Dated: August _____, 2022

FORM 4

STATE OF SOUTH CAROLINA
COUNTY OF BERKELEY
IN THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE

CASE NO. 2018-CP-08-0889

Steve Cumbee and Palmetto Kitchens & Remodeling,
LLC

Bernard Milligan,

PLAINTIFF(S)

DEFENDANT(S)

Kindrea Wilson
Emily Tong
8086 Rivers Ave, Suite A
North Charleston, SC 29406

Attorney for : ☐ Plaintiff ☐ Defendant
or
☐ Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

- ☐ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- ☒ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.
- ☐ **ACTION DISMISSED (*CHECK REASON*):** ☐ Rule 12(b), SCRPC; ☐ Rule 41(a), SCRPC (Vol. Nonsuit); ☐ Rule 43(k), SCRPC (Settled); ☐ Other _____
- ☐ **ACTION STRICKEN (*CHECK REASON*):** ☐ Rule 40(j), SCRPC; ☐ Bankruptcy; ☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other _____
- ☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT (*CHECK APPLICABLE BOX*):**
☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other _____

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: ☒ See attached order (formal order to follow) ☐ Statement of Judgment by the Court: _____

ORDER INFORMATION

This order ☐ ends ☐ does not end the case.

Additional Information for the Clerk : _____

INFORMATION FOR THE PUBLIC INDEX

Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
Bernard Milligan	Steve Cumbee	\$ 133,644.78
Bernard Milligan	Palmetto Kitchens & Remodeling LLC	\$ 133,644.78
		\$

If applicable, describe the property, including tax map information and address, referenced in the order:

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk. **Note: Title abstractors and researchers should refer to the official court order for judgment details.**

(Signature Page to Follow)

For Clerk of Court Office Use Only

This judgment was entered on the _____ day of _____, 20____ and a copy mailed first class or placed in the appropriate attorney's box on this _____ day of _____, 20____ to attorneys of record or to parties (when appearing pro se) as follows:

Kindrea Wilson
Emily Tong
8086 Rivers Ave, Suite A
North Charleston, SC 29406
ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

CLERK OF COURT

Court Reporter:



Berkeley Common Pleas

Case Caption: Steve Cumbee , plaintiff, et al VS Bernard Milligan
Case Number: 2018CP0800889
Type: Master/Order/Other

AND IT SO ORDERED!

s/Dale E. Van Slambrook #3079

Electronically signed on 2022-08-15 15:00:06 page 16 of 16

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOR THE NINTH JUDICIAL CIRCUIT
COUNTY OF BERKELEY	)	CASE NO.: 2018-CP-08-00889
	)	
STEVE CUMBEE AND PALMETTO	)	
KITCHENS & REMODELING, LLC	)	
	)	
Plaintiffs,	)	
	)	
v.	)	ORDER DENYING
	)	PLAINTIFFS MOTION FOR
	)	RECONSIDERATION
	)	
BERNARD MILLIGAN	)	
	)	
Defendant.	)	
_____	)	

THIS MATTER came before this Court on October 20, 2022 pursuant to Plaintiffs, Steve Cumbee and Palmetto Kitchens & Remodeling, LLC (“Plaintiffs”) Motion for Reconsideration filed on August 25, 2022, asking the Court to set aside its Order granting judgement to the Defendant/Counterclaimant, Bernard Milligan, entered on August 15, 2022. Defendant/Counterclaimant, Bernard Milligan, (“Defendant/Counterclaimant”) filed his response to Plaintiffs Motion for Reconsideration on October 19, 2022.

Plaintiffs’ motion fails to raise any issue upon which the Court failed to rule nor have they identified any issue of fact or law misapprehended by the Court. Accordingly, Plaintiffs Motion for Reconsideration is hereby DENIED.

AND IT IS SO ORDERED!

The Honorable Dale E. Van Slambrook
Master-In-Equity, Berkeley County

Dated: October_____, 2022



Berkeley Common Pleas

Case Caption: Steve Cumbee , plaintiff, et al VS Bernard Milligan
Case Number: 2018CP0800889
Type: Master/Order/Other

AND IT SO ORDERED!

s/Dale E. Van Slambrook #3079

Electronically signed on 2022-10-21 09:47:37 page 2 of 2

STATE OF SOUTH CAROLINA
COUNTY OF Berkeley
IN THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE

CASE NO. 2018CP0800889

Steve Cumbee et al
PLAINTIFF(S)

Bernard Milligan
DEFENDANT(S)

DISPOSITION TYPE (CHECK ONE)

- ☐ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- ☒ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.
- ☐ **ACTION DISMISSED** (*CHECK REASON*): ☐ Rule 12(b), SCRCP; ☐ Rule 41(a), SCRCP (Vol. Nonsuit); ☐ Rule 43(k), SCRCP (Settled);
☐ Other
- ☐ **ACTION STRICKEN** (*CHECK REASON*): ☐ Rule 40(j), SCRCP; ☐ Bankruptcy;
☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award;
☐ Other
- ☐ **STAYED DUE TO BANKRUPTCY**
- ☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT** (*CHECK APPLICABLE BOX*):
☐ Affirmed; ☐ Reversed; ☐ Remanded;
☐ Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: ☐ See attached order (formal order to follow) ☒ Statement of Judgment by the Court:

The motion to consolidate is hereby Granted.

ORDER INFORMATION

This order ☐ ends ☒ does not end the case.

☐ See Page 2 for additional information.

For Clerk of Court Office Use Only

This judgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp, and a copy mailed first class to any party not proceeding in the Electronic Filing System on 03/28/2019 .

Palmetto Kitchen & Remodeling, LLC

NAMES OF TRADITIONAL FILERS SERVED BY MAIL

Court Reporter:

E-Filing Note: The date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgment to parties who are not E-Filers or who are appearing pro se. See Rule 77(d), SCRCF.



Berkeley Common Pleas

Case Caption: Steve Cumbee VS Bernard Milligan

Case Number: 2018CP0800889

Type: Order/Electronic Form 4

This Order is Hereby GRANTED!

S/ Diane S. Goodstein (2112)

Electronically signed on 2019-03-28 17:12:11 page 3 of 3

ELECTRONICALLY FILED - 2019 Mar 29 10:29 AM - BERKELEY - COMMON PLEAS - CASE#2018CP0800889

STATE OF SOUTH CAROLINA
COUTY OF BERKELEY

STEVE CUMBEE AND PALMETTO
KITCHEN & REMODELING, LLC;

PLAINTIFFS;

V.

BERNARD MILLIGAN;

DEFENDANT.

IN THE COURT OF COMMON PLEAS
FOR THE NINTH JUDICIAL CIRCUIT

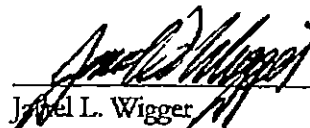
CASE NO.: 2018-CP-08-⁸⁸⁹

**SUMMONS
(DEBT COLLECTION AND
MECHANIC'S LIEN FORECLOSURE)**

TO THE ABOVE NAMED DEFENDANT:

YOU ARE HEREBY SUMMONED and requested to answer the Complaint in this action of which a copy is herewith served upon you, and to serve a copy of your Answer to said Complaint upon the subscriber at his office, 8086 Rivers Avenue, Suite A, North Charleston, SC 29406, within thirty (30) days after service hereof, exclusive of the day of such service; and if you fail to answer the Complaint within the time aforesaid, the Plaintiff will apply to the Court for the relief demanded in the Complaint.

WIGGER LAW FIRM, INC.


J. L. Wigger
Attorney for the Plaintiff
8086 Rivers Avenue
N. Charleston, SC 29406
Phone No.: (843) 553-9800
Fax No.: (843) 553-1648
Email: jwigger@wiggerlawfirm.com

MARY P. BROWN
CLERK OF COURT
BERKELEY COUNTY, SC

2018 MAY 15 AM 10:25

FILED

North Charleston, South Carolina
this 11 day of may, 2018.

STATE OF SOUTH CAROLINA
COUTY OF BERKELEY

STEVE CUMBEE AND PALMETTO
KITCHEN & REMODELING, LLC;

PLAINTIFFS;

V.

BERNARD MILLGAN;

DEFENDANT.

IN THE COURT OF COMMON PLEAS
FOR THE NINTH JUDICIAL CIRCUIT

CASE NO.: 2018-CP-08-

889

**COMPLAINT
(DEBT COLLECTION AND
MECHANIC'S LIEN FORECLOSURE)**

MARY P. BROWN
CLERK OF COURT
BERKELEY COUNTY, SC

2018 MAY 15 AM 10:25

FILED

The Plaintiffs complaining of the Defendant would show unto this Honorable Court as follows:

JURISDICTION AND PARTIES

ONE: The Plaintiff is a citizen and resident of the County of Berkeley, State of South Carolina.

TWO: The Plaintiff is a limited liability company which is organized and existing under the laws of the State of South Carolina, and which is doing business in the County of Berkeley, State of South Carolina.

THREE: The Defendant is a citizen and resident of the County of Berkeley, State of South Carolina.

FOUR: The parties and all things and matters hereinafter alleged are within the jurisdiction of this Court.

STATEMENT OF FACTS

FIVE: The Defendant, own the subject property, located at 306 S. Live Oak Drive, Moncks Corner, South Carolina.

SIX: That the Plaintiffs agreement with the Defendant was to replace roof, facial and windows, replace flooring in the entire home, can lights, remodel laundry room, all walk through areas and doors to be upgraded, remove wall between two bedrooms to combine as one, remodel both bathrooms, make entry from bedrooms to bathrooms, paint entire interior of house and replace AC condenser unit at the subject property, located at 306 S. Live Oak Drive, Moncks Corner, South Carolina for Fifty- Nine Thousand Two Hundred Dollars (\$59,200.00).

SEVEN: That the Defendants paid Thirty One Thousand Two Hundred and Fifty Dollars (\$31,250.00) however have failed to pay the remainder payment in the amount of Twenty-Seven Thousand Nine Hundred and Fifty Dollars (\$27,950.00) for the labor and materials furnished.

EIGHT: On February 25, 2018 the Plaintiffs served the Defendant with a filed copy of the Notice and Certificate of Mechanic's Lien with attached Verified Statement of Account. (See Exhibit "A" Notice of Certificate of Mechanic's Lien with attached Verified Statement of Account.)

**FOR A FIRST CAUSE OF ACTION
(Foreclosure of Mechanic's Lien)**

NINE: Plaintiffs repeat and realleges the preceding paragraphs as if fully set forth herein.

TEN: Defendant contracted with Plaintiffs for labor and materials furnished and actually used in the erection, alteration or repair of building or structures at located 306 S. Live Oak Drive, Moncks Corner, South Carolina; TMS: 142-10-02-040 ("the Subject Real Estate").

ELEVEN: In accordance with this contract, Plaintiff furnished the agreed upon materials and services, which services and materials were furnished and actually used in the erection, alteration, or repair of buildings or structures on the subject real estate and which materials and services improved the Subject Real Estate, the last date of such furnishing of materials and services was on or after November 27, 2017.

TWELVE: The Plaintiffs performed all conditions precedent to the contract which it had with Defendant.

THIRTEEN: That at all times during the performance by the Plaintiffs, the Subject Property was owned by Defendant.

FOURTEEN: Within ninety (90) days following the last date upon which Plaintiff supplied the materials and services which are the subject of this action, Plaintiffs filed in the office of the Berkeley County RMC its Notice and Certificate of Mechanic's Lien with attached Verified Statement of Account, which was a just and true account of the amount due Plaintiff, at Book 2646 Page 313-316 of the records, a copy of which is attached hereto as Exhibit "A;"

FIFTEEN: The Defendant as owner(s) of the Subject Property was served with a filed copy of the *Notice and Certificate of Mechanic's Lien* with attached *Verified Statement of Account*.

SIXTEEN: The Plaintiffs claims a Mechanic's Lien on the Subject Property, more particularly described and attached hereto as Exhibit "A."

SEVENTEEN: The Plaintiffs has commenced this action within six months of the last date it provided labor and materials to the Subject Property.

EIGHTEEN: The Plaintiffs are entitled to an Order of Foreclosure of its Mechanic's Lien on the Subject Property for the amount of its account and costs and requiring that the Subject Property be sold and that the proceeds of the sale, after deducting all lawful charges and expenses, be applied to Defendant's debt owed to Plaintiffs, including a reasonable attorney's fee and costs incurred.

FOR A SECOND CAUSE OF ACTION
(Quasi-Contract)

NINETEEN: Plaintiffs repeat and realleges the preceding paragraphs as if fully set forth herein.

TWENTY: The Plaintiffs conferred a benefit upon Defendant by providing services and materials at the Subject Property.

TWENTY-ONE: The Defendant realized this benefit by having had the use of these services and materials and by being enriched by them.

TWENTY-TWO: The Defendant has unjustly retained the benefit of these services and materials without paying Plaintiffs.

TWENTY-THREE: The Defendant is liable to Plaintiffs for the reasonable value of the services and materials plus reasonable attorney's fees and interest.

THIRD CAUSE OF ACTION
(Collection)

TWENTY-FOUR: Plaintiffs repeat and realleges the preceding paragraphs as if fully set forth herein.

TWENTY-FIVE: The Plaintiffs at the request of Defendant, and in normal course of its business, did furnish goods and services to the Defendant at the price agreed upon by the parties, which the same were reasonably worth.

TWENTY-SIX: The Defendant has failed to pay pursuant to the terms of the agreement, and there is due and owing by Defendant the sum of \$8,000.00, as evidenced by the *Notice and Certificate of Mechanic's Lien* with attached *Verified Statement of Account* which is attached hereto as Exhibit "A," plus reasonable attorney's fees and interest.

FOURTH CAUSE OF ACTION
(Breach of Contract)

TWENTY-SEVEN: Plaintiffs repeat and realleges the preceding paragraphs as if fully set forth herein.

TWENTY-EIGHT: That Plaintiff and Defendants entered into a contract whereby they agreed to hire the Plaintiff to remove and install cabinets at the subject property, located at 249 Albacore Road, Bonneau, South Carolina 29431 for Twelve Thousand Dollars (\$12,000.00).

TWENTY-NINE: That Defendant breached the contract of employment between Plaintiff and Defendant by failing to pay for labor and materials.

THIRTY: The Plaintiff has fulfilled all of the obligations imposed upon him by the terms and conditions of the parties' contract.

THIRTY-ONE: That as a direct and proximate result Plaintiff has suffered a loss of income and he has been deprived of contractual rights conferred by the aforesaid contract, and he has been otherwise injured and damaged in such amount as a judge and jury may determine.

FIFTH CAUSE OF ACTION
(Conversion)

THIRTY-TWO: Plaintiffs repeat and realleges the preceding paragraphs as if fully set forth herein.

THIRTY-THREE: The Defendants committed conversion against the Plaintiffs in the following particulars to wit:

- a. In wrongfully taking, obtaining, and withholding the Plaintiffs' property from his possession;
- b. In taking property belonging to the Plaintiffs;
- c. In taking, obtaining, and withholding the Plaintiffs' property with the intent to permanently deprive and defraud the Plaintiffs of the use and benefit of the property;
- d. In taking, obtaining, and withholding the Plaintiffs' property with the intent to permanently appropriate the property for the use of the Defendants or any other person other than Plaintiffs.

THIRTY-FOUR: The Defendant converted said materials to their own use.

THIRTY-FIVE: The Defendants' actions were without right or justification and constituted the conversion of the Plaintiffs' property.

THIRTY-SIX: The Defendant acted maliciously and in bad faith in that they knowingly converted Plaintiffs' property when in the exercise of reasonable care they should have known their actions were wrongful.

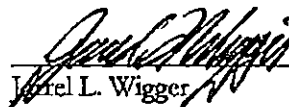
WHEREFORE, Plaintiff demands judgment as follows:

Plaintiffs demand that the attached Mechanic's Lien be foreclosed, that due notice of said foreclosure be given to all proper parties, that the subject real estate be sold, and that the proceeds used to satisfy the amounts due Plaintiffs on its account and for the costs incurred in prosecuting this action, including a reasonable attorney's fee. Moreover, Plaintiffs demand that the named Defendants who claim an interest in the real estate be compelled to set forth that interest or forever be barred from asserting it;

Plaintiffs further demands judgment against Defendants in the amount of \$8,000.00, plus interest at the judgment rate from the date of the *Due and Just Demand* under S.C. Code §27-1-15, for a reasonable attorney's fee, and for costs and disbursements of this action; and

For such other relief as this Court deems just and proper.

WIGGER LAW FIRM, INC.



Janel L. Wigger
Attorney for the Plaintiff
8086 Rivers Avenue, Suite A
North Charleston, SC 29406
Phone No.: (843) 553-9800
Fax No.: (843) 553-1648
Email: jwigger@wiggerlawfirm.com

North Charleston, South Carolina

this 11 day of May, 2018.

STATE OF SOUTH CAROLINA)
)
COUNTY OF BERKELEY)

IN THE COURT OF COMMON PLEAS
FOR THE NINTH JUDICIAL CIRCUIT
CASE NO.: 2018-CP-08-889

STEVE CUMBEE AND PALMETTO)
KITCHEN & REMODELING, LLC,)
)

Plaintiffs,)
)

vs.)
)

BERNARD MILLIGAN,)
)

Defendant.)
)

ANSWER
Jury Trial Demanded

FILED
2018 JUL 27 PM 3:08
MARY P. BROWN
CLERK OF COURT
BERKELEY COUNTY, S.C.

Bernard Milligan answering the Complaint of Plaintiffs does hereby state as follows:

1. Each and every allegation not hereinafter specifically admitted is hereby denied.
2. Defendant admits the allegations in paragraph 1 of Plaintiffs' Complaint.
3. Defendant admits the allegations in paragraph 2 of Plaintiffs' Complaint.
4. Defendant admits the allegations in paragraph 3 of Plaintiffs' Complaint.
5. Defendant admits the allegations in paragraph 4 of Plaintiffs' Complaint.
6. As to paragraph 5 of the Plaintiffs' Complaint, Defendant admits that he is an owner of the property referenced therein.
7. Defendant denies the allegations in paragraph 6 of Plaintiffs' Complaint and demands strict proof thereof.
8. Defendant denies the allegations in paragraph 7 of Plaintiffs' Complaint and demands strict proof thereof.

JBW

gml

9. Defendant has insufficient information regarding the allegations in paragraph 8 of Plaintiffs' Complaint and, therefore, neither admits nor denies same but will demand strict proof thereof.

PLAINTIFFS' FIRST CAUSE OF ACTION-FORECLOSURE OF MECHANIC'S LIEN

10. In response to paragraph 9, Defendant realleges the allegations of the preceding paragraphs as if fully restated herein.

11. Defendant denies the allegations in paragraph 10 of Plaintiffs' Complaint and demands strict proof thereof.

12. Defendant denies the allegations in paragraph 11 of Plaintiffs' Complaint and demands strict proof thereof.

13. Defendant denies the allegations in paragraph 12 of Plaintiffs' Complaint and demands strict proof thereof.

14. Defendant has insufficient information regarding the allegations in paragraph 13 of Plaintiffs' Complaint and, therefore, neither admits nor denies same but will demand strict proof thereof.

15. Defendant denies the allegations in paragraph 14 of Plaintiffs' Complaint and demands strict proof thereof.

16. Defendant denies the allegations in paragraph 15 of Plaintiffs' Complaint and demands strict proof thereof.

17. Defendant has insufficient information regarding the allegations in paragraph 16 of Plaintiffs' Complaint and, therefore, neither admits nor denies same but will demand strict proof thereof.

18. Defendant denies the allegations in paragraph 17 of Plaintiffs' Complaint and demands strict proof thereof.

19. Defendant denies the allegations in paragraph 18 of Plaintiffs' Complaint and demands strict proof thereof.

PLAINTIFFS' SECOND CAUSE OF ACTION-QUASI-CONTRACT

20. In response to paragraph 19, Defendant realleges the allegations of the preceding paragraphs as if fully restated herein.

21. Defendant denies the allegations in paragraph 20 of Plaintiffs' Complaint and demands strict proof thereof.

22. Defendant denies the allegations in paragraph 21 of Plaintiffs' Complaint and demands strict proof thereof.

23. Defendant denies the allegations in paragraph 22 of Plaintiffs' Complaint and demands strict proof thereof.

24. Defendant denies the allegations in paragraph 23 of Plaintiffs' Complaint and demands strict proof thereof.

PLAINTIFFS' THIRD CAUSE OF ACTION-COLLECTION

25. In response to paragraph 24, Defendant realleges the allegations of the preceding paragraphs as if fully restated herein.

26. Defendant denies the allegations in paragraph 25 of Plaintiffs' Complaint and demands strict proof thereof.

27. Defendant denies the allegations in paragraph 26 of Plaintiffs' Complaint and demands strict proof thereof.

PLAINTIFFS' FOURTH CAUSE OF ACTION-BREACH OF CONTRACT

28. In response to paragraph 27, Defendant realleges the allegations of the preceding paragraphs as if fully restated herein.

29. Defendant denies the allegations in paragraph 28 of Plaintiffs' Complaint and demands strict proof thereof.

30. Defendant denies the allegations in paragraph 29 of Plaintiffs' Complaint and demands strict proof thereof.

31. Defendant denies the allegations in paragraph 30 of Plaintiffs' Complaint and demands strict proof thereof.

32. Defendant denies the allegations in paragraph 31 of Plaintiffs' Complaint and demands strict proof thereof.

PLAINTIFFS' FIFTH CAUSE OF ACTION-CONVERSION

33. In response to paragraph 32, Defendant realleges the allegations of the preceding paragraphs as if fully restated herein.

34. Defendant denies the allegations contained in paragraph 33 and its subparts and demands strict proof thereof.

35. Defendant denies the allegations contained in paragraph 34 of Plaintiffs' Complaint and demands strict proof thereof.

36. Defendant denies the allegations contained in paragraph 35 of Plaintiffs' Complaint and demands strict proof thereof.

FOR A FIRST AFFIRMATIVE DEFENSE-CONSOLIDATION/COUNTERCLAIM

37. Bernard Milligan filed a Summons and Complaint against Plaintiffs in civil action case number 2018-CP-08-904. This action is presently pending. Milligan asserts that the action filed by Steve Cumbee and Palmetto Kitchens and Remodeling, LLC, in case number 2018-CP-08-889 and the action filed by Milligan in case number 2018-CP-08-904 involve a common question of law or fact and should be consolidated under case number 2018-CP-08-904 with Bernard Milligan as Plaintiff. In the event that these actions are not consolidated by an order of the court, Bernard Milligan hereby reserves the right to amend this Answer for the inclusion of a counterclaim.

SECOND AFFIRMATIVE DEFENSE-FAILURE TO STATE A CLAIM

38. Plaintiffs' claims fail to state a cause of action cognizable at law or in equity and therefore must be dismissed pursuant to SCRCP Rule 12(b)(6).

THIRD AFFIRMATIVE DEFENSE-WAIVER AND ESTOPPEL

39. Plaintiffs, by their own actions or by the actions of its agents or employers, has waived any rights it had against the defendant and is estopped from pursuing their claims against him.

FOURTH AFFIRMATIVE DEFENSE-LACHES

40. Plaintiffs' claims are barred by the doctrine of laches in that either it or its agents or employers failed to do in law what should have been done for an unreasonable and unexplained length of time.

FIFTH AFFIRMATIVE DEFENSE-UNCLEAN HANDS

41. Plaintiffs are precluded from equitable relief by the doctrine of unclean hands.

SIXTH AFFIRMATIVE DEFENSE-FAILURE TO COMPLY WITH STATUTORY REQUIREMENTS FOR MECHANIC'S LIENS

42. Plaintiffs have failed to strictly comply with the requirements of S.C. Code §§ 29-5-10 *et seq.* and any recovery pursuant to said statutes is therefore limited or barred entirely.

SEVENTH AFFIRMATIVE DEFENSE-INSUFFICIENCY OF PROCESS

43. Defendant is informed and believes and alleges thereon that there is an insufficiency of process.

EIGHTH AFFIRMATIVE DEFENSE-INSUFFICIENCY OF SERVICE OF PROCESS

44. Defendant is informed and believes and alleges thereon that there is an insufficiency of service of process.

NINTH AFFIRMATIVE DEFENSE-FAILURE TO STATE FACTS SUFFICIENT TO CONSTITUTE A CAUSE OF ACTION

45. Plaintiffs' Complaint fails to state facts sufficient to constitute a cause of action.

TENTH AFFIRMATIVE DEFENSE-WAIVER

46. Plaintiffs' Complaint against Defendant is barred by waiver.

ELEVENTH AFFIRMATIVE DEFENSE-FRAUD AND MISREPRESENTATION

47. Plaintiffs' Complaint against Defendant is barred due to fraud and misrepresentation by Plaintiffs, their agents and/or employees.

TWELFTH AFFIRMATIVE DEFENSE-ESTOPPEL/EQUITABLE ESTOPPEL

48. Plaintiffs are estopped from pursuing its Complaint against Defendant.

THIRTEENTH AFFIRMATIVE DEFENSE-CONTRIBUTORY NEGLIGENCE

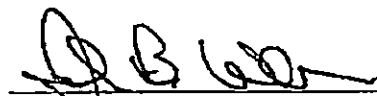
49. Defendant would show that Plaintiffs' Complaint against Defendant is barred by their own contributory negligence or that of their agent.

FOURTEENTH AFFIRMATIVE DEFENSE-RESERVATION AND NON-WAIVER

50. Defendant reserves and does not waive any additional or further defenses as may be revealed by additional information that may be acquired in discovery or otherwise.

WHEREFORE, having fully answered the Complaint of Plaintiffs, Defendant prays that this Honorable Court inquire into the matters raised herein and issue an Order dismissing Plaintiffs' action and awarding said Defendant attorney's fees and costs and for such further relief as this Court may deem fair and equitable.

WILLIAMS AND HULST, LLC



John B. Williams
209 East Main Street / P.O. Box 1288
Moncks Corner, SC 29461
843-761-8232 phone
843-899-5834 fax
jbw@williamsandhulst.com

July 25, 2018

STATE OF SOUTH CAROLINA
COUNTY OF BERKELEY

IN THE COURT OF COMMON PLEAS
FOR THE NINTH JUDICIAL CIRCUIT
CASE NO.: 2018-CP-08-904

BERNARD MILLIGAN,
PLAINTIFF,

vs.

AMENDED SUMMONS

ROBERT STEVEN CUMBEE, a/k/a
ROBERT S. CUMBEE, a/k/a STEVE
CUMBEE, and PALMETTO
KITCHENS and REMODELING, LLC,
DEFENDANTS.

FILED
2018 JUN 27 PM 2:48
MARY P. BROWN
CLERK OF COURT
BERKELEY COUNTY, SC

TO THE DEFENDANTS ABOVE NAMED:

YOU ARE HEREBY SUMMONED and required to answer the Complaint, a copy of which is herewith served upon you, and to serve a copy of your Answer to said Complaint upon the subscriber, John B. Williams, at his law office at 209 East Main Street, Moncks Corner, South Carolina 29461, within thirty (30) days of the service hereof, exclusive of the day of such service.

YOU ARE HEREBY GIVEN FURTHER NOTICE that if you fail to appear and defend and fail to answer the Complaint as required by this Summons within thirty (30) days after the service hereof, judgment by default will be rendered against you for the relief demanded in the Complaint.

WILLIAMS & HULST, LLC


JOHN B. WILLIAMS
209 East Main Street / P.O. Box 1288
Moncks Corner, SC 29461
843-761-8232 Phone
jbw@williamsandhulst.com
ATTORNEYS FOR PLAINTIFF

June 27, 2018

STATE OF SOUTH CAROLINA)
COUNTY OF BERKELEY)

IN THE COURT OF COMMON PLEAS
FOR THE NINTH JUDICIAL CIRCUIT
CASE NO.: 2018-CP-08-904

BERNARD MILLIGAN,)
PLAINTIFF,)

vs.)

AMENDED COMPLAINT

(Jury Trial Demanded)

ROBERT STEVEN CUMBEE, a/k/a)
ROBERT S. CUMBEE, a/k/a STEVE)
CUMBEE, and PALMETTO)
KITCHENS and REMODELING, LLC,)
DEFENDANTS.)

MARY P. BROWN
CLERK OF COURT
BERKELEY COUNTY, SC

2018 JUN 27 PM 2:48

FILED

The Plaintiff above-named complaining of the Defendants would show unto this Honorable Court as follows:

1. The Plaintiff, Bernard Milligan, hereinafter referred to as "Milligan" is a citizen and resident of the County of Berkeley, State of South Carolina.
2. The Defendant Robert Steven Cumbee, a/k/a Robert S. Cumbee, a/k/a Steve Cumbee, hereinafter referred to as "Cumbee" is a citizen and resident of the County of Berkeley, State of South Carolina.
3. The Defendant Palmetto Kitchens and Remodeling, LLC, hereinafter "Palmetto Kitchens" is a limited liability company registered with the State of South Carolina, and conducting business within the County of Berkeley.
4. This Court has jurisdiction over the parties and the subject matter of the action, and venue is proper in Berkeley County.

5. Plaintiff hired Defendants Cumbee and Palmetto Kitchens to provide certain repair and remodeling services to a home located at 306 S. Live Oak Drive in Moncks Corner, South Carolina.

6. The parties entered into an agreement specifying the work to be performed by Cumbee and Palmetto Kitchens, a copy of said agreement is attached hereto and incorporated herein as Exhibit "A".

7. The work performed by Cumbee and Palmetto Kitchens was incomplete and of such an inferior nature that it will have to be removed and replaced, thereby rendering no value or benefit to Plaintiff.

8. The contract was signed on behalf of Palmetto Kitchens by its principal owner, Cumbee, who dealt directly with Milligan throughout the project.

9. Defendants agreed to provide all of the material and labor required to perform the work for a price of \$36,500.00.

10. Defendants agreed to provide and pay for all materials, tools, and equipment required for prosecution and timely completion of the work.

11. Defendants impliedly promised to employ a sufficient number of workers skilled in their trades to perform suitable work on the project.

12. Defendants impliedly warranted that all materials and equipment under the contract and further impliedly warranted that all work would be performed in a good and workmanlike manner, of good quality, and conform to all contract conditions and documents.

13. Defendants impliedly agreed to re-execute any work which did not conform to the specifications.

14. Defendants impliedly agreed to be in compliance with all state and local laws and to obtain all required licenses and permits to perform the work.

15. Defendants impliedly warranted the work performed and agreed to remedy any defects resulting from faulty materials or workmanship which become evidence within one year after completion of the work.

16. Defendants impliedly agreed that time was of the essence in the agreement and represented that the work would be completed by November 23, 2017.

17. Defendant were paid for progress in the work by checks from Plaintiff directly.

18. Cumbee and Palmetto Kitchens failed to make progress in remodeling Milligan's home and ultimately abandoned the work.

FIRST CAUSE OF ACTION
Breach of Contract

19. Plaintiff Milligan realleges the allegations of the preceding paragraphs as if fully restated herein.

20. Defendants, Cumbee and Palmetto Kitchens, entered into a binding contract with Plaintiff Milligan to perform certain remodel and construction work on his property.

21. Defendants had duties and obligations pursuant to the contract as set forth above and as further set forth in the agreement.

22. Defendants breached the contract with Plaintiff in numerous ways, including, but not limited to:

- a. failing to make reasonable progress on the project;
- b. abandoning the project;
- c. failing to pay subcontractors, laborers, and suppliers;
- d. claiming incomplete work as complete;
- e. seeking progress payments for incomplete work;
- f. providing defective work;
- g. failing to re-execute defective work;
- h. providing defective or substandard materials;
- i. failing to provide materials and mechanical equipment specified in the contract;
- j. performing unauthorized work;
- k. failing to supervise subcontractors and laborers;
- l. hiring unskilled, unqualified, or otherwise incompetent subcontractors to do the work;
- m. lacking the experience, abilities, skills, and qualifications necessary to perform the work;
- n. filing a mechanic's lien against Plaintiff;
- o. failing to complete the project on time as agreed;
- p. failing to obtain the required licenses and permits from the Town of Moncks Corner.

Plaintiff is informed and believes that Defendants breached their duty and obligation under the contract in other ways yet to be determined and proven at trial.

23. The breaches by Defendants were unjustified.

24. Based on the foregoing, Plaintiff Milligan has suffered damages, in an amount to be proven at trial, as a direct and proximate result of the breaches of contract by Defendants, including, but not limited to:

- a. Plaintiff will be forced to hire subcontractors to complete the work that Defendants abandoned;
- b. Plaintiff will be forced to hire subcontractors to complete work that Defendants claimed was complete and for which it had already been paid;
- c. Plaintiff will be forced to hire subcontractors to remove and re-execute the defective work performed by Defendants or defectively performed and for which it had already been paid;
- d. Plaintiff will be forced to pay to purchase or replace substandard or defective materials or mechanical equipment supplied by Defendants and for which they had already been paid.

25. Based on the foregoing, Plaintiff Milligan is entitled to a judgment against Defendants Cumbee and Palmetto Kitchen for actual, special, and consequential damages in an amount to be determined, plus attorney fees and costs of this action, plus prejudgment interest at the legal rate.

SECOND CAUSE OF ACTION
Breach of Implied and Express Warranties

26. Plaintiff Milligan realleges the allegations of the preceding paragraphs as if fully restated herein.

27. Defendant impliedly warranted that the work would be completed in a good and workmanlike manner, be of good quality, and conform to all contract conditions and documents.

28. Defendant further impliedly warranted that the work would be habitable.

29. Defendants failed to complete the work in a good and workmanlike manner, as set forth above.

30. The work of Defendants was not of good quality, as set forth above.

31. The work of Defendants did not conform to all contract conditions and/or specifications set forth in the plans and other contract documents.

32. Defendants failed to remedy the defects in its work, as set forth above.

33. Defendants abandoned the project as set forth above.

34. The failure of Defendants to remedy the aforementioned defects and its abandonment of the project constitute breaches of the implied and/or express warranties given to Plaintiff.

35. As a direct and proximate result of the breaches of these implied and express warranties, Plaintiff has suffered damages, as described above.

33. Based on the foregoing, Plaintiff is entitled to a judgment against Cumbee and Palmetto Kitchens for actual, special, and consequential damages in an amount to be determined at trial, plus attorney fees and costs of this action, plus prejudgment interest at the legal rate.

THIRD CAUSE OF ACTION
Builder's Negligence

37. Plaintiff Milligan reallages the allegations of the preceding paragraphs as if fully restated herein.

38. As set forth hereinabove, Defendants undertook to complete certain remodel and construction work for Plaintiff.

39. Cumbee authorized and actively participated in this undertaking and actively participated and authorized the work on the project.

40. Defendants has a duty to exercise due care in the construction and remodel project and in the work undertaken.

41. Defendants were negligent or careless, reckless, willful or wanton in the performance of that construction work.

42. Defendants' work was defective, violated building code provisions, failed to meet the standard of care required of a residential contractor, and presented an unreasonable risk and danger to those who would be expected to occupy the dwelling.

43. Defendants' negligence, or carelessness, or recklessness, or willfulness, or wantonness in performing the construction work was a direct and proximate cause of the damages sustained by Plaintiff, as previously described herein.

44. Based on the foregoing, Plaintiff is entitled to a judgment against Defendants, jointly and severally, for actual and exemplary damages in an amount to be determined at trial.

FOURTH CAUSE OF ACTION
Negligent Misrepresentation

45. Plaintiff Milligan realleges the allegations of the preceding paragraphs as if fully restated herein.

46. Defendants made false representations to Plaintiff regarding their qualifications, reliability, creditworthiness, and the price of the work.

47. Defendants had a pecuniary interest in making these false representations.

48. Defendants owed a duty of care to Plaintiff to see that truthful information was communicated to him.

49. Defendants breached this duty by failing to exercise due care in communicating with Plaintiff.

50. Plaintiff justifiably relied on the representations of Defendants and had a right to rely on these representations.

51. Plaintiff has suffered pecuniary loss as a direct and proximate result of her reliance on these representations.

52. Defendants' misrepresentations were reckless, willful or wanton.

53. Based on the foregoing, Plaintiff is entitled to a judgment against Defendants, jointly and severally, for actual and exemplary damages in an amount to be determined.

FIFTH CAUSE OF ACTION
Fraud

54. Plaintiff realleges the allegations of the preceding paragraphs as if fully restated herein.

55. Plaintiff Milligan is informed and believes that Defendants made false and material representations to him as to their qualifications, experience, creditworthiness, regarding the price of the project, and the construction of the dwelling while having knowledge of the falsity of their representations or with reckless disregard for the truthfulness of their representations.

56. Upon information and belief, Defendants made these representations with the intent that Plaintiff would act upon them and knew or should have known that Plaintiff was ignorant of and would not otherwise know the falsity of the representations.

57. Plaintiff reasonably relied on the Defendants' misrepresentations.

58. Upon information and belief, Defendants knew or should have known that Plaintiff would rely on their representations.

59. Plaintiff has a right to rely upon Defendants' representations by virtue of their relationship.

60. As a direct and proximate result of Plaintiff's reasonable reliance on Defendants' false and material misrepresentations, Plaintiff sustained damages.

61. Based on the foregoing, Plaintiff is entitled to a judgment against Defendant, jointly and severally, for actual and exemplary damages.

SIXTH CAUSE OF ACTION
Constructive Fraud

62. Plaintiff realleges the allegations of the preceding paragraphs as if fully restated herein.

63. Plaintiff is informed and believes that Defendants made false and material representations to him as to their qualifications, experience, creditworthiness, regarding the price of the project and the construction of the project.

64. Plaintiff is informed and believes that Defendants knew or should have known of the falsity of their representations.

65. Upon information and belief, Defendants made these representations with the intent that Plaintiff would action upon them.

66. Upon information and belief, Defendant knew or should have known that the Plaintiff was ignorant of the falsity of the representations.

67. Plaintiff reasonably relief on the Defendants' misrepresentations as being truthful.

68. Plaintiff had a right to rely upon Defendants' representations by virtue of their relationship.

69. As a direct and proximate result of Plaintiff's reasonable reliance on Defendants' false and material misrepresentations, Plaintiff sustained damages.

70. Based on the foregoing, Plaintiff is entitled to a judgment against Defendants, jointly and severally, for actual and exemplary damages.

SEVENTH CAUSE OF ACTION
Unfair Trade Practices

71. Plaintiff realleges the allegations of the preceding paragraphs as if fully restated herein.

72. Plaintiff is informed and believes that Defendants actions in this case were willful and intentional, and constitute unlawful, unfair, and deceptive acts or practices in trade and commerce in violation of the South Carolina Unfair Trade Practices Act, S.C. Code Section 39-5-10, as amended.

73. Plaintiff is informed and believes that the above referenced acts and practices of the Defendants are continuing, affect the public interest, are capable of repetition, have been repeated, and have caused and will continue to cause injury to others and the public.

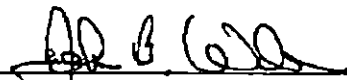
74. As a direct and proximate result of the foregoing acts and omissions of Defendants, Plaintiff was injured and damaged, and he believes that he is entitled to payment of their actual damages.

75. Plaintiff is informed and believes that, in addition, as a result of Defendants willful, deliberate and intentional acts, he is entitled to an award of treble damages, as determined at trial, and attorney fees and costs.

76. Plaintiff is informed and believes that he is entitled to a judgment against Defendants, jointly and severally, for actual and treble damages and attorney fees and costs, all as set forth in the South Carolina Unfair Trade Practices Act.

WHEREFORE, Plaintiff prays for judgment against Defendants, jointly and severally, for actual, special, consequential, treble, and punitive damages, in an amount to be determined at trial, plus attorney fees and costs, prejudgment interest, and any other further relief as this court may find equitable and proper.

WILLIAMS AND HULST, LLC



John B. Williams
209 East Main Street/P.O. Box 1288
Moncks Corner, SC 29461
843-761-8232 phone
jbw@williamsandhulst.com

June 27, 2018

EXHIBIT A



Palmetto Kitchens & Remodeling LLC

1237 Hard Pinch Road
Moncks Corner, SC 29461
843-499-2071/843-209-0106

Contract

September 25, 2017

Bernard Milligan
S. Live Oak Drive
Moncks Corner, SC

Scope of Work:

PERMITS

mold

TRENCH
THERMIC

- *Roof - 15 square X
- *Facial - 85 lf X
- *18 Windows X
- *Flooring - Laminate in den
Install vinyl throughout rest of house X
- *Can Lights - 12 each ✓
- *Remodel laundry room X
- *All walk thru openings and doors to be moved to 7'6" tall ✓
- *Remove wall between 2 bedrooms to combine as 1 ✓
- *Remodel both bathrooms ✓
- *Make entry from bedrooms to bathrooms ✓
- *Paint entire interior of house X

*Replace AC condenser unit X

Total Cost ----- \$36,500.00

pd
\$ 35,000.00

Deposit of 50% \$18,250.00

Draws as needed as work progresses

Remove All work in Hallway area

Signature

Print

R. Steve Cumbee

Date

9-25-17

Expand Master

By S' out Add

\$1500.00

paid 5000 16-20-17

paid 13000.00

check # 1658

PAID
\$ 18250.00

check # 1653 - Check # 1593

Check # 1663

\$ 3000 on Oct 20-17

Bal 13000.00

NEW - 3000.00

BAL \$ 10,000.00

BALANCE

\$ 16500.00

we pay

\$ 18000.00

Changes to 306 s live oak dr

Front deck-----	\$1800.00	} 5,000.00 700.00
Rewire-----	3900.00	
Floor joist bedroom-----	1650.00	? Pd
Walls in kitchens-----	350.00	?
Extra drywall-----	1600.00	?
Closet in master-----	550.00	? Pd
Raise ceiling in master-----	1100.00	? Pd
Added can lights-----	450.00	- 6 each
Extend bedroom-----	3000.00	? Pd - 1500
3 add closet and cab in bedroom-----	1100.00	X
Kitchen cabinets-----	7200.00	X

Total changes----- \$ 22700.00

16500
Extension.

Total 26500

check # 1662 5000 paid 11-21-1.

Baill Ave. 21500

STATE OF SOUTH CAROLINA
COUNTY OF BERKELEY

BERNARD MILLIGAN;

PLAINTIFF;

V.

ROBERT STEVE CUMBEE a/k/a ROBERT S.
CUMBEE, a/k/a STEVE CUMBEE, and
PALMETTO KITCHEN & REMODELING,
LLC;

DEFENDANTS
COUNTERCLAIM PLAINTIFFS

v.

BERNARD MILLIGAN;

COUNTERCLAIM PLAINTIFF.

IN THE COURT OF COMMON PLEAS
FOR THE NINTH JUDICIAL CIRCUIT

CASE NO.: 2018-CP-08-904

DEFENDANTS' ANSWER TO
PLAINTIFF'S AMENDED COMPLAINT
AND COUNTERCLAIM
(JURY TRIAL DEMANDED)

FILED
2018 JUL 27 PM 3:46
MARY P. BROWN
CLERK OF COURT
BERKELEY COUNTY, SC

The Defendants by and through their undersigned attorney, herein files their Answer to Plaintiff's Amended Complaint and Counterclaim and would respectfully show as follows:

ANSWER TO AMENDED COMPLAINT

ONE: Each and every allegation which is not specifically addressed or admitted is expressly denied.

TWO: Defendants admit the allegations in Paragraphs 1 and 2 of Plaintiff's Amended Complaint.

THREE: Defendants admit the allegations in Paragraph 3 of Plaintiff's Amended Complaint.

FOUR: Defendant admits the allegations in Paragraph 4 of Plaintiff's Amended Complaint.

FIVE: Defendant denies the allegations in Paragraph 5 of Plaintiff's Amended Complaint.

SIX: Defendant admits the allegations in Paragraph 6 of Plaintiff's Amended Complaint.

SEVEN: Defendant denies the allegations in Paragraph 7 of Plaintiff's Amended Complaint.

EIGHT: Defendant admits the allegations in Paragraph 8 of Plaintiff's Amended Complaint.

NINE: Defendant denies the allegations in Paragraph 9 of Plaintiff's Amended Complaint.

TEN: Defendant denies the allegations in Paragraph 10 of Plaintiff's Amended Complaint.

ELEVEN: Defendant denies the allegations in Paragraph 11 of Plaintiff's Amended Complaint.

TWELVE: Defendant denies the allegations in Paragraph 12 of Plaintiff's Amended Complaint.

THIRTEEN: Defendant denies the allegations in Paragraph 13 of Plaintiff's Amended Complaint.

FOURTEEN: Defendant denies the allegations in Paragraph 14 of Plaintiff's Amended Complaint.

FIFTEEN: Defendant denies the allegations in Paragraph 15 of Plaintiff's Amended Complaint.

SIXTEEN: Defendant denies the allegations in Paragraph 16 of Plaintiff's Amended Complaint.

SEVENTEEN: Defendant denies the allegations in Paragraph 17 of Plaintiff's Amended Complaint.

EIGHTEEN: Defendant denies the allegations in Paragraph 18 of Plaintiff's Amended Complaint.

NINETEEN: No answer required in Paragraph 19 of Plaintiff's Amended Complaint.

TWENTY: Defendant admits the allegations in Paragraph 20 of Plaintiff's Amended Complaint.

TWENTY-ONE: Defendant admits the allegations in Paragraph 21 of Plaintiff's Amended Complaint.

TWENTY-TWO: Defendant denies the allegations in Paragraph 22 together with all sub-parts of Plaintiff's Amended Complaint.

TWENTY-THREE: Defendant denies the allegations in Paragraph 23 of Plaintiff's Amended Complaint.

TWENTY-FOUR: Defendant denies the allegations in Paragraph 24 of Plaintiff's Amended Complaint.

TWENTY-FIVE: Defendant denies the allegations in Paragraph 25 of Plaintiff's Amended Complaint.

TWENTY-SIX: No answer required in Paragraph 26 of Plaintiff's Amended Complaint.

TWENTY-SEVEN: Defendant denies the allegations in Paragraph 27 of Plaintiff's Amended Complaint.

TWENTY-EIGHT: Defendant denies the allegations in Paragraph 28 of Plaintiff's Amended Complaint.

TWENTY-NINE: Defendant denies the allegations in Paragraph 29 of Plaintiff's Amended Complaint.

THIRTY: Defendant denies the allegations in Paragraph 30 of Plaintiff's Amended Complaint.

THIRTY-ONE: Defendant denies the allegations in Paragraph 31 of Plaintiff's Amended Complaint.

THIRTY-TWO: Defendant denies the allegations in Paragraph 32 of Plaintiff's Amended Complaint.

THIRTY-THREE: Defendant denies the allegations in Paragraph 33 of Plaintiff's Amended Complaint.

THIRTY-FOUR: Defendant denies the allegations in Paragraph 34 of Plaintiff's Amended Complaint.

THIRTY-FIVE: Defendant denies the allegations in Paragraph 35 of Plaintiff's Amended Complaint.

THIRTY-SIX: Defendant denies the allegations in Paragraph 36 of Plaintiff's Amended Complaint.

THIRTY-SEVEN: No answer required in Paragraph 37 of Plaintiff's Amended Complaint.

THIRTY-EIGHT: Defendant denies the allegations in Paragraph 38 of Plaintiff's Amended Complaint.

THIRTY-NINE: Defendant denies the allegations in Paragraph 39 of Plaintiff's Amended Complaint.

FORTY: Defendant denies the allegations in Paragraph 40 of Plaintiff's Amended Complaint.

FORTY-ONE: Defendant denies the allegations in Paragraph 41 of Plaintiff's Amended Complaint.

FORTY-TWO: Defendant denies the allegations in Paragraph 42 of Plaintiff's Amended Complaint.

FORTY-THREE: Defendant denies the allegations in Paragraph 43 of Plaintiff's Amended Complaint.

FORTY-FOUR: Defendant denies the allegations in Paragraph 44 of Plaintiff's Amended Complaint.

FORTY-FIVE: No answer required in Paragraph 45 of Plaintiff's Amended Complaint.

FORTY-SIX: Defendant denies the allegations in Paragraph 46 of Plaintiff's Amended Complaint.

FORTY-SEVEN: Defendant denies the allegations in Paragraph 47 of Plaintiff's Amended Complaint.

FORTY-EIGHT: Defendant denies the allegations in Paragraph 48 of Plaintiff's Amended Complaint.

FORTY-NINE: Defendant denies the allegations in Paragraph 49 of Plaintiff's Amended Complaint.

FIFTY: Defendant denies the allegations in Paragraph 50 of Plaintiff's Amended Complaint.

FIFTY-ONE: Defendant denies the allegations in Paragraph 51 of Plaintiff's Amended Complaint.

FIFTY-TWO: Defendant denies the allegations in Paragraph 52 of Plaintiff's Amended Complaint.

FIFTY-THREE: Defendant denies the allegations in Paragraph 53 of Plaintiff's Amended Complaint.

FIFTY-FOUR: No answer required in Paragraph 54 of Plaintiff's Amended Complaint.

FIFTY-FIVE: Defendant denies the allegations in Paragraph 55 of Plaintiff's Amended Complaint.

FIFTY-SIX: Defendant denies the allegations in Paragraph 56 of Plaintiff's Amended Complaint.

FIFTY-SEVEN: Defendant denies the allegations in Paragraph 57 of Plaintiff's Amended Complaint.

FIFTY-EIGHT: Defendant denies the allegations in Paragraph 58 of Plaintiff's Amended Complaint.

FIFTY-NINE: Defendant denies the allegations in Paragraph 59 of Plaintiff's Amended Complaint.

SIXTY: Defendant denies the allegations in Paragraph 60 of Plaintiff's Amended Complaint.

SIXTY-ONE: Defendant denies the allegations in Paragraph 61 of Plaintiff's Amended Complaint.

SIXTY-TWO: No answer required in Paragraph 62 of Plaintiff's Amended Complaint.

SIXTY-THREE: Defendant denies the allegations in Paragraph 63 of Plaintiff's Amended Complaint.

SIXTY-FOUR: Defendant denies the allegations in Paragraph 64 of Plaintiff's Amended Complaint.

SIXTY-FIVE: Defendant denies the allegations in Paragraph 65 of Plaintiff's Amended Complaint.

SIXTY-SIX: Defendant denies the allegations in Paragraph 66 of Plaintiff's Amended Complaint.

SIXTY-SEVEN: Defendant denies the allegations in Paragraph 67 of Plaintiff's Amended Complaint.

SIXTY-EIGHT: Defendant denies the allegations in Paragraph 68 of Plaintiff's Amended Complaint.

SIXTY-NINE: Defendant denies the allegations in Paragraph 69 of Plaintiff's Amended Complaint.

SEVENTY: Defendant denies the allegations in Paragraph 70 of Plaintiff's Amended Complaint.

SEVENTY-ONE: No answer required in Paragraph 71 of Plaintiff's Amended Complaint.

SEVENTY-TWO: Defendant denies the allegations in Paragraph 72 of Plaintiff's Amended Complaint.

SEVENTY-THREE: Defendant denies the allegations in Paragraph 73 of Plaintiff's Amended Complaint.

SEVENTY-FOUR: Defendant denies the allegations in Paragraph 74 of Plaintiff's Amended Complaint.

SEVENTY-FIVE: Defendant denies the allegations in Paragraph 75 of Plaintiff's Amended Complaint.

SEVENTY-SIX: Defendant denies the allegations in Paragraph 76 of Plaintiff's Amended Complaint.

FOR A FIRST DEFENSE
(Statute of Limitations)

SEVENTY-SEVEN: Defendants/Counterclaim Plaintiffs restate their admissions and denials as set out in the above paragraphs of this Answer and Counter-Claim and demands strict proof of the allegations denied and the Defendants/Counterclaim Plaintiffs repeat and realleges the preceding paragraphs as if fully set forth herein.

SEVENTY-EIGHT: Plaintiff claims are barred or limited by the applicable statute(s) of limitation.

FOR A SECOND DEFENSE
(Insufficient Service of Process)

SEVENTY-NINE: Defendants/Counterclaim Plaintiffs restate their admissions and denials as set out in the above paragraphs of this Answer and Counter-Claim and demands strict proof of the allegations denied and the Defendants/Counterclaim Plaintiffs repeat and realleges the preceding paragraphs as if fully set forth herein.

EIGHTY: Service of Process is insufficient.

FOR A THIRD DEFENSE
(Failure to State A Claim)

EIGHTY-ONE: Defendants/Counterclaim Plaintiffs restate their admissions and denials as set out in the above paragraphs of this Answer and Counter-Claim and demands strict proof of the

allegations denied and the Defendants/Counterclaim Plaintiffs repeat and realleges the preceding paragraphs as if fully set forth herein.

EIGHTY-TWO: Plaintiff has failed to state facts sufficient to constitute a cause of action for which relief can be granted.

FOR A FOURTH DEFENSE
(Unclean Hands)

EIGHTY-THREE: Defendants/Counterclaim Plaintiffs restate their admissions and denials as set out in the above paragraphs of this Answer and Counter-Claim and demands strict proof of the allegations denied and the Defendants/Counterclaim Plaintiffs repeat and realleges the preceding paragraphs as if fully set forth herein.

EIGHTY-FOUR: The Plaintiff/Counterclaim Defendant's unconscionable and unethical conduct fully set forth below in the Defendants' Counterclaim bars the Plaintiff's claims against the Defendants/Counterclaim Plaintiff due to the Plaintiff/Counterclaim Defendant's unclean hands.

EIGHTY-FIVE: The Plaintiff/Counterclaim Defendant has acted adversely to the Defendants/Counterclaim Plaintiffs' interest in the property by not accepting payment from the Defendants/Counterclaim Plaintiffs' and attempting to force the Defendants/Counterclaim Plaintiffs' out.

EIGHTY-SIX: Based on the Plaintiff/Counterclaim Defendant's actions, the Plaintiff/Counterclaim Defendant comes to the Defendants/Counterclaim Plaintiffs with unclean hands and therefore, cannot come to the Defendants/Counterclaim Plaintiffs for damages due to the Plaintiff/Counterclaim Defendant's own unethical and unconscionable conduct.

FOR A FIFTH DEFENSE
(12(b)6 Failure To Sufficiently Plead)

EIGHTY-SEVEN: Defendants/Counterclaim Plaintiffs restate their admissions and denials as set out in the above paragraphs of this Answer and Counter-Claim and demands strict proof of the allegations denied and the Defendants/Counterclaim Plaintiffs repeat and realleges the preceding paragraphs as if fully set forth herein.

EIGHTY-EIGHT: Plaintiff/Counterclaim Defendant, has failed to state a cause of action for which relief can be granted. Further, this Complaint should be dismissed for all applicable reasons in accordance with Rule 12 of the South Carolina Rules of Civil Procedure.

FOR A SIXTH DEFENSE
(Collateral and Judicial Estoppel)

EIGHTY-NINE: Defendants/Counterclaim Plaintiffs restate their admissions and denials as set out in the above paragraphs of this Answer and Counter-Claim and demands strict proof of the allegations denied and the Defendants/Counterclaim Plaintiffs repeat and realleges the preceding paragraphs as if fully set forth herein.

NINETY: Plaintiff is collaterally stopped from asserting the allegations in the Complaint.

FOR A SEVENTH DEFENSE
(12(b)6 Failure To Mitigate)

NINETY-ONE: Defendants/Counterclaim Plaintiffs restate their admissions and denials as set out in the above paragraphs of this Answer and Counter-Claim and demands strict proof of the allegations denied and the Defendants/Counterclaim Plaintiffs repeat and realleges the preceding paragraphs as if fully set forth herein.

NINETY-TWO: Plaintiff has failed to mitigate his damages.

FOR A EIGHTH DEFENSE
(12(b)6 Failure To Provide Notice)

NINETY-THREE: Defendants/Counterclaim Plaintiffs restate their admissions and denials as set out in the above paragraphs of this Answer and Counter-Claim and demands strict proof of the allegations denied and the Defendants/Counterclaim Plaintiffs repeat and realleges the preceding paragraphs as if fully set forth herein.

NINETY-FOUR: Plaintiff/Counterclaim Defendant has failed to provide Notice

FOR A NINTH DEFENSE
(Breach of Contract)

NINETY-FIVE: Defendants/Counterclaim Plaintiffs restate their admissions and denials as set out in the above paragraphs of this Answer and Counter-Claim and demands strict proof of the allegations denied and the Defendants/Counterclaim Plaintiffs repeat and realleges the preceding paragraphs as if fully set forth herein.

NINETY-SIX: Plaintiffs plead breach as set forth in the Complaint as a complete bar to Defendants' counterclaim.

FOR A TENTH DEFENSE
(Failure to Perform Obligation)

NINETY-SEVEN: Defendants/Counterclaim Plaintiffs restate their admissions and denials as set out in the above paragraphs of this Answer and Counter-Claim and demands strict proof of the allegations denied and the Defendants/Counterclaim Plaintiffs repeat and realleges the preceding paragraphs as if fully set forth herein.

NINETY-EIGHT: The Defendants failed to perform their obligations pursuant to their contractual agreement with the Plaintiffs and the Plaintiffs had to exercise their right to cure.

FOR A ELEVENTH DEFENSE
(Laches)

NINETY-NINE: Defendants/Counterclaim Plaintiffs restate their admissions and denials as set out in the above paragraphs of this Answer and Counter-Claim and demands strict proof of the allegations denied and the Defendants/Counterclaim Plaintiffs repeat and realleges the preceding paragraphs as if fully set forth herein.

ONE HUNDRED: That there has been an undue lapse of time in bringing the Plaintiff/Counterclaim Defendant's alleged claims against the Defendants/Counterclaim Plaintiffs.

ONE HUNDRED ONE: That the Defendants/Counterclaim Plaintiffs ability to defend has been unfairly prejudiced and impaired due to the Plaintiff/Counterclaim Defendant's unreasonable delay in bringing suit and Plaintiff/Counterclaim Defendant's claims should be disbarred under the Doctrine of Laches.

**COUNTERCLAIM
FOR A FIRST CAUSE OF ACTION
(Foreclosure of Mechanic's Lien)**

ONE HUNDRED TWO: Defendants/Counterclaim Plaintiffs restate their admissions and denials as set out in the above paragraphs of this Answer and Counter-Claim and demands strict proof of the allegations denied and the Defendants/Counterclaim Plaintiffs repeat and realleges the preceding paragraphs as if fully set forth herein.

ONE HUNDRED THREE: Defendant/Counterclaim Plaintiffs contracted with Plaintiff/Counterclaim Defendant for labor and materials furnished and actually used in the erection, alteration or repair of building or structures at located 306 S. Live Oak Drive, Moncks Corner, South Carolina; TMS: 142-10-02-040 ("the Subject Real Estate").

ONE HUNDRED FOUR: In accordance with this contract, Defendant/Counterclaim Plaintiffs furnished the agreed upon materials and services, which services and materials were furnished and actually used in the erection, alteration, or repair of buildings or structures on the subject real estate and which materials and services improved the Subject Real Estate, the last date of such furnishing of materials and services was on or after November 27, 2017.

ONE HUNDRED FIVE: The Defendant/Counterclaim Plaintiffs performed all conditions precedent to the contract which it had with Plaintiff/Counterclaim Defendant.

ONE HUNDRED SIX: That at all times during the performance by the Defendant/Counterclaim Plaintiffs, the Subject Property was owned by Plaintiff/Counterclaim Defendant.

ONE HUNDRED SEVEN: Within ninety (90) days following the last date upon which Defendant/Counterclaim Plaintiffs supplied the materials and services which are the subject of this action, Defendant/Counterclaim Plaintiffs filed in the office of the Berkeley County RMC its Notice and Certificate of Mechanic's Lien with attached Verified Statement of Account, which was a just and true account of the amount due Plaintiff, at Book 2646 Page 313-316 of the records, a copy of which is attached hereto as Exhibit "A;"

ONE HUNDRED EIGHT: The Plaintiff/Counterclaim Defendant as owner(s) of the Subject Property was served with a filed copy of the *Notice and Certificate of Mechanic's Lien* with attached *Verified Statement of Account*.

ONE HUNDRED NINE: The Defendant/Counterclaim Plaintiffs claims a Mechanic's Lien on the Subject Property, more particularly described and attached hereto as Exhibit "A."

ONE HUNDRED TEN: The Defendant/Counterclaim Plaintiffs has commenced this action within six months of the last date it provided labor and materials to the Subject Property.

ONE HUNDRED ELEVEN: The Defendant/Counterclaim Plaintiffs are entitled to an Order of Foreclosure of its Mechanic's Lien on the Subject Property for the amount of its account and costs and requiring that the Subject Property be sold and that the proceeds of the sale, after deducting all lawful charges and expenses, be applied to Plaintiff/Counterclaim Defendant's debt owed to Plaintiffs, including a reasonable attorney's fee and costs incurred.

FOR A SECOND CAUSE OF ACTION
(Quasi-Contract)

ONE HUNDRED TWELVE: Defendants/Counterclaim Plaintiffs restate their admissions and denials as set out in the above paragraphs of this Answer and Counter-Claim and demands strict proof of the allegations denied and the Defendants/Counterclaim Plaintiffs repeat and realleges the preceding paragraphs as if fully set forth herein.

ONE HUNDRED THIRTEEN: The Defendant/Counterclaim Plaintiffs conferred a benefit upon Plaintiff/Counterclaim Defendant by providing services and materials at the Subject Property.

ONE HUNDRED FOURTEEN: The Plaintiff/Counterclaim Defendant realized this benefit by having had the use of these services and materials and by being enriched by them.

ONE HUNDRED FIFTEEN: The Plaintiff/Counterclaim Defendant has unjustly retained the benefit of these services and materials without paying Defendant/Counterclaim Plaintiffs.

ONE HUNDRED SIXTEEN: The Plaintiff/Counterclaim Defendant is liable to Defendant/Counterclaim Plaintiffs for the reasonable value of the services and materials plus reasonable attorney's fees and interest.

THIRD CAUSE OF ACTION
(Collection)

ONE HUNDRED SEVENTEEN: Defendants/Counterclaim Plaintiffs restate their admissions and denials as set out in the above paragraphs of this Answer and Counter-Claim and demands strict proof of the allegations denied and the Defendants/Counterclaim Plaintiffs repeat and realleges the preceding paragraphs as if fully set forth herein.

ONE HUNDRED EIGHTEEN: The Defendant/Counterclaim Plaintiffs at the request of Plaintiff/Counterclaim Defendant, and in normal course of its business, did furnish goods and services to the Plaintiff/Counterclaim Defendant at the price agreed upon by the parties, which the same were reasonably worth.

ONE HUNDRED NINETEEN: The Plaintiff/Counterclaim Defendant has failed to pay pursuant to the terms of the agreement, and there is due and owing by Plaintiff/Counterclaim Defendant the sum of \$8,000.00, as evidenced by the *Notice and Certificate of Mechanic's Lien* with attached *Verified Statement of Account* which is attached hereto as Exhibit "A," plus reasonable attorney's fees and interest.

FOURTH CAUSE OF ACTION
(Breach of Contract)

ONE HUNDRED TWENTY: Defendants/Counterclaim Plaintiffs restate their admissions and denials as set out in the above paragraphs of this Answer and Counter-Claim and demands strict proof of the allegations denied and the Defendants/Counterclaim Plaintiffs repeat and realleges the preceding paragraphs as if fully set forth herein.

ONE HUNDRED TWENTY-ONE: That Defendant/Counterclaim Plaintiffs and Plaintiff/Counterclaim Defendant entered into a contract whereby they agreed to hire the Defendant/Counterclaim Plaintiffs to remove and install cabinets at the subject property, located at 306 S. Live Oak Drive, Moncks Corner, South Carolina 29461 for Twenty-Seven Thousand Nine Hundred and Fifty Dollars (\$27,950.00).

ONE HUNDRED TWENTY-TWO: That Plaintiff/Counterclaim Defendant breached the contract of employment between Plaintiff/Counterclaim Defendant and Defendant/Counterclaim Plaintiffs by failing to pay for labor and materials.

ONE HUNDRED TWENTY-THREE: The Defendant/Counterclaim Plaintiffs has fulfilled all of the obligations imposed upon him by the terms and conditions of the parties' contract.

ONE HUNDRED TWENTY-FOUR: That as a direct and proximate result Defendant/Counterclaim Plaintiffs has suffered a loss of income and he has been deprived of contractual rights conferred by the aforesaid contract, and he has been otherwise injured and damaged in such amount as a judge and jury may determine.

FIFTH CAUSE OF ACTION **(Conversion)**

ONE HUNDRED TWENTY-FIVE: Defendants/Counterclaim Plaintiffs restate their admissions and denials as set out in the above paragraphs of this Answer and Counter-Claim and demands strict proof of the allegations denied and the Defendants/Counterclaim Plaintiffs repeat and realleges the preceding paragraphs as if fully set forth herein.

ONE HUNDRED TWENTY-SIX: The Plaintiff/Counterclaim Defendants committed conversion against the Defendant/Counterclaim Plaintiffs in the following particulars to wit:

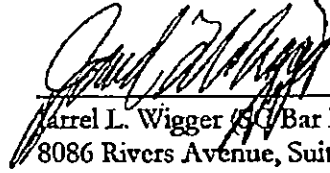
- a. In wrongfully taking, obtaining, and withholding the Defendant/Counterclaim Plaintiffs' property from his possession;
- b. In taking property belonging to the Defendant/Counterclaim Plaintiffs;
- c. In taking, obtaining, and withholding the Defendant/Counterclaim Plaintiffs' property with the intent to permanently deprive and defraud the Defendant/Counterclaim Plaintiffs of the use and benefit of the property;
- d. In taking, obtaining, and withholding the Defendant/Counterclaim Plaintiffs' property with the intent to permanently appropriate the property for the use of the Plaintiff/Counterclaim Defendants or any other person other than Plaintiff/Counterclaim Defendants.

ONE HUNDRED TWENTY-SEVEN: The Plaintiff/Counterclaim Defendant converted said materials to their own use.

ONE HUNDRED TWENTY-EIGHT: The Plaintiff/Counterclaim Defendants' actions were without right or justification and constituted the conversion of the Plaintiff's property.

ONE HUNDRED TWENTY-NINE: The Plaintiff/Counterclaim Defendant acted maliciously and in bad faith in that they knowingly converted Defendant/Counterclaim Plaintiffs' property when in the exercise of reasonable care they should have known their actions were wrongful.

WIGGER LAW FIRM, INC.



Jarrel L. Wigger (SC Bar No. 101843)

8086 Rivers Avenue, Suite A

North Charleston, SC 29406

Telephone No.: (843) 553-9800

Telefax No.: (843) 553-1648

Email: jwigger@wiggerlawfirm.com

**Attorney for Defendants and
Counterclaim Plaintiffs**

North Charleston, South Carolina
27 day of July, 2018.

STATE OF SOUTH CAROLINA)
COUNTY OF BERKELEY)

IN THE COURT OF COMMON PLEAS
FOR THE NINTH JUDICIAL CIRCUIT
CASE NO.: 2018-CP-08-904

BERNARD MILLIGAN,)
Plaintiff,)

v.)

ROBERT STEVE CUMBEE a/k/a)
ROBERT S. CUMBEE, a/k/a STEVE)
CUMBEE, and PALMETTO KITCHEN)
& REMODELING, LLC,)
Defendants.)

ANSWER OF BERNARD MILLIGAN
TO COUNTERCLAIM OF DEFENDANTS

18 AUG -3 PM 2:57
MATTY P. SMOYER
CLERK OF COURT
BERKELEY COUNTY, S.C.

FILED

Plaintiff, Bernard Milligan, (hereinafter referred to as "Milligan") by and through his undersigned counsel, answers the Counterclaim of Defendants as follows:

1. Paragraphs 1-101 of Defendants' Answer and Counterclaim are responses to the allegations set forth in Milligan's Amended Complaint and, as such, require no further response. To the extent said responses might be construed as factual allegations in support of Defendants' Counterclaim, they are denied.

MILLIGAN'S ANSWER TO DEFENDANTS' COUNTERCLAIM

DEFENDANTS' FIRST CAUSE OF ACTION (Foreclosure of Mechanic's Lien)

2. In response to paragraph 102, Milligan repeats and incorporates his previous responses as if fully set forth herein.

3. Milligan denies the allegations of paragraph 103 and demands strict proof thereof.

[Handwritten signature]

4. Milligan denies the allegations of paragraph 104 and demands strict proof thereof.

5. Milligan denies the allegations of paragraph 105 and demands strict proof thereof.

6. Milligan has insufficient information regarding the allegations in paragraph 106 and, therefore, neither admits nor denies same but will demand strict proof thereof.

7. Milligan denies the allegations of paragraph 107 and demands strict proof thereof.

8. Milligan denies the allegations of paragraph 108 and demands strict proof thereof.

9. Milligan has insufficient information regarding the allegations in paragraph 109 since no Exhibit "A" exists and, therefore, neither admits nor denies same but will demand strict proof thereof.

10. Milligan denies the allegations of paragraph 110 and demands strict proof thereof.

11. Milligan denies the allegations of paragraph 111 and demands strict proof thereof.

DEFENDANTS' SECOND CAUSE OF ACTION
(Quasi-Contract)

12. In response to paragraph 112, Milligan repeats and incorporates his previous responses as if fully set forth herein.

13. Milligan denies the allegations of paragraph 113 and demands strict proof thereof.

14. Milligan denies the allegations of paragraph 114 and demands strict proof thereof.

15. Milligan denies the allegations of paragraph 115 and demands strict proof thereof.

16. Milligan denies the allegations of paragraph 116 and demands strict proof thereof.

DEFENDANTS' THIRD CAUSE OF ACTION
(Collection)

17. In response to paragraph 117, Milligan repeats and incorporates his previous responses as if fully set forth herein.

18. Milligan denies the allegations of paragraph 118 and demands strict proof thereof.

19. Milligan denies the allegations of paragraph 119 and demands strict proof thereof.

DEFENDANTS' FOURTH CAUSE OF ACTION
(Breach of Contract)

20. In response to paragraph 120, Milligan repeats and incorporate his previous responses as if fully set forth herein.

21. Milligan denies the allegations of paragraph 121 and demands strict proof thereof.

22. Milligan denies the allegations of paragraph 122 and demands strict proof thereof.

23. Milligan denies the allegations of paragraph 123 and demands strict proof thereof.

24. Milligan denies the allegations of paragraph 124 and demands strict proof thereof.

DEFENDANTS' FIFTH CAUSE OF ACTION
(Conversion)

25. In response to paragraph 125, Milligan repeats and incorporates his previous responses as if fully set forth herein.

26. Milligan denies the allegations contained in paragraph 126 and its subparts and demands strict proof thereof.

27. Milligan denies the allegations of paragraph 127 and demands strict proof thereof.

28. Milligan denies the allegations of paragraph 128 and demands strict proof thereof.

29. Milligan denies the allegations of paragraph 129 and demands strict proof thereof.

FOR A FIRST AFFIRMATIVE DEFENSE-FAILURE TO STATE A CLAIM

30. Defendants' counterclaims fail to state a cause of action cognizable at law or in equity and therefore must be dismissed pursuant to SCRCF Rule 12(b)(6).

SECOND AFFIRMATIVE DEFENSE-WAIVER AND ESTOPPEL

31. Defendants, by their own actions or by the actions of its agents or employers, has waived any rights it had against Milligan and is estopped from pursuing their claims against him.

THIRD AFFIRMATIVE DEFENSE-LACHES

32. Defendants' claims are barred by the doctrine of laches in that either it or its agents or employers failed to do in law what should have been done for an unreasonable and unexplained length of time.

FOURTH AFFIRMATIVE DEFENSE-UNCLEAN HANDS

33. Defendants are precluded from equitable relief by the doctrine of unclean hands.

FIFTH AFFIRMATIVE DEFENSE-FAILURE TO COMPLY WITH STATUTORY REQUIREMENTS FOR MECHANIC'S LIENS

34. Defendants have failed to strictly comply with the requirements of S.C. Code §§ 29-5-10 *et seq.* and any recovery pursuant to said statutes is therefore limited or barred entirely.

SIXTH AFFIRMATIVE DEFENSE-INSUFFICIENCY OF PROCESS

35. Milligan is informed and believes and alleges thereon that there is an insufficiency of process.

SEVENTH AFFIRMATIVE DEFENSE-INSUFFICIENCY OF SERVICE OF
PROCESS

36. Milligan is informed and believes and alleges thereon that there is an insufficiency of service of process.

EIGHTH AFFIRMATIVE DEFENSE-FAILURE TO STATE FACTS SUFFICIENT TO
CONSTITUTE A CAUSE OF ACTION

37. Defendants' fail to state facts sufficient to constitute a cause of action.

NINTH AFFIRMATIVE DEFENSE-WAIVER

38. Defendants' claims against Milligan are barred by waiver.

TENTH AFFIRMATIVE DEFENSE-FRAUD AND MISREPRESENTATION

39. Defendants' claims against Milligan are barred due to fraud and misrepresentation by Defendants, their agents and/or employees.

ELEVENTH AFFIRMATIVE DEFENSE-ESTOPPEL/EQUITABLE ESTOPPEL

40. Defendants are estopped from pursuing its Claim against Milligan.

TWELFTH AFFIRMATIVE DEFENSE-CONTRIBUTORY NEGLIGENCE

41. Milligan would show that Defendants' claims against Milligan are barred by their own contributory negligence or that of their agent.

THIRTEENTH AFFIRMATIVE DEFENSE-RESERVATION AND NON-WAIVER

42. Milligan reserves and does not waive any additional or further defenses as

may be revealed by additional information that may be acquired in discovery or otherwise.

WHEREFORE, Milligan prays that Defendants' counterclaims be dismissed, that the Court issue judgment in Bernard Milligan's favor on his claims as set forth in his complaint, for attorney fees and costs of suit, and for any and further relief this Court may deem fair and equitable.

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August 3, 2018

In the Matter of:

**STEVE CUMBEE AND PALMETTO KITCHEN &
REMODELING**

VS.

BERNARD MILLIGAN

July 21, 2022



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BEFORE THE MASTER OF EQUITY
FOR THE STATE OF SOUTH CAROLINA
BERKELEY COUNTY
HEARING BEFORE DALE EDWARD VAN SLAMBROOK

STEVE CUMBEE and PALMETTO
KITCHEN & REMODELING.
Plaintiffs.

vs. CASE NO. 2018-CP-08-889
BERNARD MILLIGAN,
Defendant.

DATE: July 11, 2022
TIME: 9:40 A.M.
LOCATION: BERKELEY COUNTY MASTER IN EQUITY
300 Carolina Avenue
Moncks Corner, South Carolina

REPORTED BY: TRISHA RARICK

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THE COURT: All right. We are here on 2018-CP-08-889. Cumbee versus Milligan. I think that's the case number that you-all are operating under; is that correct?

MR. WILLIAMS: Yes, sir. The cases were combined. There were two complaints but --

THE COURT: I knew it was either consolidated -- okay. All right. So if you-all would, state your appearance for the record for me, and identify who you have with you. Start with the plaintiff who is, I guess, on behalf of Palmetto Kitchen & Modeling: is that right?

MS. WILSON: Yes, Your Honor. I'm Attorney Kindrea Wilson with the Wigger Law Firm. I have Attorney Emily Tong with me as well and, then, we have Mr. Steve Cumbee on behalf of Palmetto Kitchen & Remodeling.

THE COURT: Okay. All right. And any other witnesses that you're going to have today?

MS. WILSON: Just the defendant Mr. Bernard Milligan.

THE COURT: Okay. So you're going to have Mr. Cumbee and the defendant --

1 (Pages 1 to 4)

Page 5	Page 6
1 MS. WILSON: Yes, Your Honor. 2 THE COURT: -- for you-all witnesses. 3 Okay. All right. Mr. Williams? 4 MR. WILLIAMS: Yes, sir, Your Honor. John 5 B. Williams for the defendant, I guess, Mr. 6 Milligan. Of course, the -- Mr. Milligan is 7 sitting over here against the wall. Mr. 8 Johnson and the -- who is going to be one of 9 our witnesses here, one of our expert 10 witnesses. 11 THE COURT: Okay. 12 MR. WILLIAMS: Okay. And Mr. Henson also 13 as to the defects in the construction we've 14 identified. Your Honor, I think. 15 THE COURT: Wilson, Henson and Mr. 16 Milligan. Three witnesses for the defense; is 17 that correct? 18 MR. WILLIAMS: Yes, sir. There is a 19 possibility we have two others who are -- 20 actually, three others. One, a Mr. Renn, a 21 prior customer of Mr. Cumbee as far as the 22 Unfair Trade Practices action is, and, then, we 23 have possibly the code enforcement officer for 24 the Town of Moncks Corner and for Berkeley 25 County to testify regarding licenses and	1 permit. 2 THE COURT: All right. Thank you. Are 3 you-all ready to go? 4 MR. WILLIAMS: Yes, sir. 5 THE COURT: Plaintiff? 6 MS. WILSON: Yes, Your Honor. 7 THE COURT: Mr. Williams, you're ready as 8 well? 9 MR. WILLIAMS: Yes, sir. 10 THE COURT: And I think I had reached out 11 through my administration. Anything I can do 12 to help you-all get this resolved? It looks 13 like you-all reached an impasse, including 14 going to mediation, which I applaud you-all for 15 trying that. Unfortunately, you couldn't 16 resolve it, but I will take care of it for you 17 today. 18 MR. WILLIAMS: Thank you. 19 THE COURT: All right. Is the plaintiff 20 ready? 21 MS. WILSON: Yes, Your Honor. 22 THE COURT: Do you-all want to make any 23 opening statements? I've had the chance to 24 look at the pretrial briefs again, which I 25 thank you-all for preparing those in advance.
Page 7	Page 8
1 I've read the both of those. Do you-all need 2 to make any opening statement, or are you-all 3 ready to proceed? 4 MR. WILLIAMS: None, Your Honor. We're 5 ready. 6 THE COURT: Okay. All right. I'm happy 7 to hear from the plaintiff. 8 MS. WILSON: All right. We are first 9 going to call the defendant, Mr. Bernard 10 Mulligan, to the stand. 11 THE COURT: All right. Mr. Mulligan, come 12 on up. 13 MR. WILLIAMS: And for the record, Your 14 Honor, it's Milligan. 15 THE COURT: Milligan. 16 MS. WILSON: Sorry. 17 THE COURT: All right, Mr. Milligan. Come 18 on right up. My screen might be right in my 19 way. So I apologize for that. I'm having 20 difficulty seeing you. All right, Mr. 21 Milligan, raise your right hand. 22 BERNARD MILLIGAN, 23 having been first duly sworn, was examined and testified as 24 follows: 25 MR. MILLIGAN: I do.	1 THE COURT: Thank you, sir. Your witness. 2 EXAMINATION OF BERNARD MILLIGAN 3 BY MS. WILSON: 4 Q Good morning, Mr. Milligan. 5 A Good morning. 6 Q Did you enter into a work contract with 7 Mr. Cumbee as well as Palmetto Kitchen & Remodeling 8 for the work that was done on your property? 9 A Yes. 10 Q And where is this property located at? 11 A In Moncks Corner. 12 Q And what is the address? 13 A 306 South Live Oak Drive. 14 Q And do you know when about you entered 15 into this contract with Mr. Cumbee and Palmetto 16 Kitchen & Remodeling? 17 A It was in September of 2017. 18 Q And do you know when Mr. Cumbee and 19 Palmetto Kitchen & Remodeling -- do you know about 20 when the project actually started? 21 A Around the same time. 22 Q Around September of 2017? 23 A It started -- 24 MR. WILLIAMS: You can look at the 25 contract if you want to.

2 (Pages 5 to 8)

Page 9	Page 10
1 A Yeah. It's the start date. 2 MS. WILSON: I can go ahead and hand it up 3 to you. I'm going to enter this as Plaintiff's 4 Exhibit 1. 5 (Plaintiff's Deposition Exhibit No. 1 6 was marked for identification.) 7 THE COURT: Any objection to Plaintiff's 8 1? 9 MR. WILLIAMS: No, sir, Your Honor. 10 THE COURT: Plaintiff's 1 will be -- how 11 will we identify that? 12 MS. WILSON: This will be the contract 13 between the defendant and Mr. Cumbee and 14 Palmetto Kitchen & Remodeling. 15 THE COURT: Okay. So that's Plaintiff's 16 Number 1, contract without objection. 17 BY MS. WILSON: 18 Q And you're familiar with this document, 19 Mr. Milligan? 20 A Yes. I see that we signed the contract on 21 9-25-17. 22 Q And that's your signature on the second 23 page, correct? 24 A Yes. And the work was supposed to have 25 got started that following week.	1 Q After the contract was signed is when 2 you're saying the project began? 3 A Yes. 4 Q And then, going through, on the first 5 page -- this was the original contract that was 6 signed, correct? 7 A Yes. 8 Q And then, the third page attached, do you 9 recognize the third page as well? 10 A Yes. 11 Q And what was this? 12 A The front deck rewiring floor adjustment. 13 These are things that we had talked about after we 14 signed the contract originally. 15 Q So this was like an amendment to the 16 contract? 17 A Yes. 18 Q Additional things that you wanted done. 19 A Exactly. 20 Q And, then, looking back on the first page, 21 going through, the first thing says roof, 15 22 squares. Was this part of the contract -- was that 23 performed by Mr. Cumbee? 24 A It was. 25 Q And then --
Page 11	Page 12
1 A There were discretions that it wasn't done 2 correctly. 3 Q And, then, the second one, the fascia 4 18 -- 18 feet I think that that's supposed to say, 5 Was that performed? 6 A It was but not completed. 7 Q And the 18 windows. Were those installed? 8 A Installed, yes. 9 Q And then, the flooring. Was that 10 completed? 11 A Never -- no. 12 Q And then, the can lights says 12 each. 13 Were those installed? 14 A Yes. 15 Q And then, the remodel the laundry room. 16 did that take place? 17 A No. 18 Q The walk through, the openings to make 19 them taller for you, was that done on the rooms? 20 A Yes. 21 Q And then, removing the wall between the 22 two bedrooms -- was that done? 23 A Yes. 24 Q And then, the remodeling of two bathrooms. 25 I think it was?	1 A They were gutted, but they weren't 2 remodeled. 3 Q And, then, the entryway from the bedroom 4 to the bathroom to combine. Was that done? 5 A It started. It was started. Wasn't 6 completed. 7 Q And was the interior of the house -- was 8 that completed? The painting? 9 A No. 10 Q And replacing the AC unit. Was that done? 11 A No. 12 Q And, then, looking at the third page with 13 the amendments that were added. Was the front deck 14 done? 15 A Started. Not completed. 16 Q And the rewiring within the house. Was 17 that done as well? 18 A No. 19 Q And, then, the floor joist bedroom. Was 20 that done? 21 A Started. Not completed. 22 Q And the walls in the kitchen. Were those 23 completed? 24 A No. 25 Q And, then, how about the extra drywall

3 (Pages 9 to 12)

Page 13	Page 14
1 that was added? 2 A No. 3 Q The closet in the master. Was that done? 4 A No. 5 Q Raising the ceiling in the master. Was 6 that completed? 7 A Started. Not completed. 8 Q There were additional can lights that were 9 added after the original 12. Was that completed? 10 A No. 11 Q And extending the bedroom. Was that 12 completed? 13 A It started. Not completed. 14 Q And, then, adding a closet. Adding the 15 closet and cabinet in the bedroom. Was that 16 completed? 17 A No. 18 Q And, then, the kitchen cabinets. Were 19 those installed? 20 A No. 21 Q I also have next what will be marked as 22 Plaintiff's Exhibit 2. 23 (Plaintiff's Deposition Exhibit No. 2 24 was marked for identification.) 25 THE COURT: And what is Plaintiff's 2?	1 What is the document you're referring to? 2 MS. WILSON: These are going to be 3 pictures of the defendant's home. 4 THE COURT: All right. And that's going 5 to be a collected exhibit or -- 6 MS. WILSON: Yes. Your Honor. 7 THE COURT: Any objection. Mr. Williams? 8 MR. WILLIAMS: Of course, if Mr. Milligan 9 is going to identify them. Yes, sir. 10 THE COURT: I'm sorry? 11 MR. WILLIAMS: I mean, we don't object as 12 long as they're identified. 13 THE COURT: Okay. All right. And we'll 14 separate them out if there's any issues. Try 15 and separate them out and identify them 16 specifically. 17 MS. WILSON: Okay. And plaintiff would 18 also like to enter Exhibit 1 into evidence, 19 Your Honor. 20 THE COURT: Entered without objection. 21 We'll go ahead and get that. 22 BY MS. WILSON: 23 Q Mr. Milligan, do you recognize the photos 24 that are in front of you? 25 A Yes.
Page 15	Page 16
1 Q And can you explain to me what these are 2 photos of? Is this your property? 3 A Yes. 4 Q And these photos, are they photos that 5 were done -- are they before Mr. Cumbee and Palmetto 6 Kitchen & Remodeling started or are they things -- 7 or are they pictures that were taken afterwards? 8 A These are pictures taken after he started 9 the work. 10 Q Do you need a second? 11 A No. I just answered these are pictures 12 that he started. These are pictures that are taken 13 after he started the work on that house. 14 MS. WILSON: All right. And then, 15 plaintiff would also like to enter these into 16 evidence. Your Honor. 17 THE COURT: Any objection. Mr. Williams? 18 MR. WILLIAMS: No, sir. Your Honor, for 19 what they're worth. He just said they're 20 pictures. It wasn't described -- excuse me. 21 Didn't describe what they were, but that's 22 fine. 23 THE COURT: All right. How many photos do 24 you have in that package? 25 MS. WILSON: I believe there are 36, Your	1 Honor, 2 THE COURT: 36? All right. So 3 Plaintiff's Number 2 without objection. 36 4 photos. And if there's specific questions, if 5 we could, just maybe mark them 1 through 36 or 6 something along those lines so that I can 7 distinguish that and ask you questions about 8 it. All right? 9 BY MS. WILSON: 10 Q Mr. Milligan, during the course of the 11 project, did Mr. Cumbee ever come to you and ask for 12 additional money in order for the project to 13 progress? 14 A Yes. 15 Q And do you know on how many occasions? 16 A It was several occasions. 17 Q And do you know when Mr. Cumbee stopped 18 working on the project at your home? 19 A I think it was in November. 20 Q Of 2017? 21 A Yes. 22 Q And do you know why he stopped working on 23 the project? 24 A Well, he was working on the house, and he 25 was doing the work in the house, and I'm not a

4 (Pages 13 to 16)

Page 17 1 contractor, and I saw things that I didn't think 2 that were sufficient. That wasn't up to par. So I 3 went and got the building inspector for him to come 4 and inspect the work, and that's when the work got 5 shut down by the building inspector. 6 Q And did you and Mr. Cumbee -- did you ever 7 have a conversation where he came to you and asked 8 for additional payment and you did not give that 9 payment? 10 A I think the last one that he requested, I 11 didn't give it because I didn't think the work was 12 up to standard and nothing was getting completed. 13 Q Did you and Mr. Cumbee ever have a 14 conversation after that as to why you weren't giving 15 any payment? 16 A Did we ever have a conversation after I 17 went and got the building inspector? 18 Q Yes. 19 A No. 20 Q And do you recall how long Mr. Cumbee was 21 working on the project at your house? 22 A It's about three months. Two and a half. 23 three months. 24 Q And then, did you have any conversations 25 with Mr. Cumbee afterwards about the outstanding	Page 18 1 payment on the project on your house? 2 A Not with Mr. Cumbee, no. 3 Q And then, did you contact anyone after Mr. 4 Cumbee to work on your house? 5 A No. 6 Q Do you plan on contacting anyone to finish 7 the job at your house? 8 A I'm not sure. I was doing this for my 9 son, and since this work started, my son has passed 10 away. I was trying to do the house that my son grew 11 up in. It's his grandmother's house. I inherited 12 it. He wanted to be back in there. He was always 13 in the hospital, and I was trying get him back in 14 his house where he wanted to be. Unfortunately, he 15 passed away. 16 Q I'm sorry to hear that. 17 And, then, do you know -- off the top 18 of your head, do you know how much that you actually 19 paid Mr. Cumbee and Palmetto Kitchen & Remodeling 20 for the project that was started at your house? 21 A 32,000. 22 MS. WILSON: All right. We have no other 23 questions at this time. Your Honor. 24 THE COURT: Mr. Williams? 25
Page 19 1 EXAMINATION 2 BY MR. WILLIAMS: 3 Q Mr. Cumbee, what was your son's physical 4 condition? 5 A He was born with sickle cell. He had his 6 first stroke when he was 8 years old. I was in New 7 York when this happened. 8 Q Okay. Regarding the house and the work 9 that was -- that you wanted done there, tell us 10 about that, please. 11 A Well, I wanted to get the house remodeled 12 because, like I said, my son wanted to go back into 13 the house. That's where he wanted to live, and I 14 just wanted to get the kitchen upgraded some. Get 15 the bathroom remodeled, put some new windows in and 16 just bring it up to some kind of my standard. I 17 have a house in Goose Creek where I live in. I 18 didn't need to be in that house. I was doing this 19 for my son. 20 Q Okay, sir. And the contract that was 21 admitted as Exhibit 1, what was -- let me hand that 22 to you. What was the original amount that it was 23 for? 24 A Total cost was 36,500. That's what he had 25 on here, and I gave him a deposit for 18,250.	Page 20 1 Q Okay. And you gave him additional money 2 when he requested it? 3 A Yes. 4 Q Okay, sir. Mr. Milligan, are you 5 satisfied with the quality of the work? 6 A No, sir. Absolutely not. 7 Q And do you have anything specific that you 8 want to tell the Court about the problems with the 9 house that you're aware of? 10 A Well, the -- one of the first things is 11 when Mr. Cumbee and I met several times at the 12 house, the house was liveable. I had tenants in 13 there. My son was living in the house. We walked 14 through the house going over the things that I 15 wanted him to do in the house, and now, the house is 16 unliveable. 17 Q Did your son ever live in the house after 18 he moved out? 19 A No. 20 Q And as you said, you're not a building 21 expert, correct? 22 A No, sir. 23 Q And tell me about going to the Town of 24 Moncks Corner. 25 A Well, Steve had asked me for more money.

5 (Pages 17 to 20)

Page 21 1 and I said that I wasn't giving him any more money. 2 and we didn't get into an argument or anything. But 3 he said, you know, we'll talk about it later on or 4 whatever, and I went back to the house the next day. 5 and I saw that, you know, there were 2-by-4s in the 6 addition. And I didn't think that was correct. I 7 didn't think it was right. 8 So I went to the building inspector, 9 and I spoke to the building inspector. He came out 10 to the house and inspected it, and he said, 11 everything in here is done incorrectly. He asked me 12 did I have an attorney, and I said, yes, I do. He 13 said, well, you need to go get your attorney. We're 14 going to get your money back because everything in 15 here is insufficient. There's nothing done in here 16 that is correct. 17 Q All right. What were the specific details 18 of -- did he come out to the house and meet you at 19 the house? 20 A Yes. The building inspector did. 21 Q Okay. Tell me about that please. 22 A Well, first thing he did, when he pulled 23 in the driveway, he said, did they did put a new 24 roof on it? I said, yes, they did. He got his 25 ladder out and went up on the roof --	Page 22 1 MS. WILSON: Objection, Your Honor. 2 Hearsay. 3 THE COURT: Grounds? 4 MS. WILSON: Hearsay. 5 THE COURT: All right. 6 MR. WILLIAMS: Well, we've got him coming. 7 We'll get it from him. 8 THE COURT: No hearsay, Mr. Milligan. 9 Thank you. Just don't repeat what other folks 10 said. Okay? 11 THE WITNESS: Okay. 12 BY MR. WILLIAMS: 13 Q But anyhow, your conversation with -- as a 14 result of your going to the Town, the building 15 inspector came out; is that correct? 16 A Yes. He came out. 17 Q And what was the result of his visit to 18 him? 19 A He put a stop work to stop the work on the 20 house. 21 MR. WILLIAMS: Okay. Your Honor, I think 22 those are all the questions right now subject 23 to recalling him in our case in chief. 24 THE COURT: All right. Thank you. Hang 25 on. Any redirect?
Page 23 1 MS. WILSON: Nothing from the plaintiff. 2 Your Honor. 3 THE COURT: All right. You can step down. 4 Ms. Wilson? 5 MS. WILSON: Next, the plaintiff would 6 like to call the plaintiff, Mr. Cumbee. 7 THE COURT: All right. Mr. Cumbee, 8 STEVE CUMBEE, 9 having been first duly sworn, was examined and testified as 10 follows: 11 THE WITNESS: I do. 12 THE COURT: Thank you, sir. Have a seat 13 right there. Give your full name and your 14 address, and I should have done that with Mr. 15 Milligan. I did not. Give your full name and 16 address for the court reporter. 17 THE WITNESS: Robert Steven Cumbee, 1237 18 Hard Pinch Road, Moncks Corner, South Carolina. 19 THE COURT: Thank you. Ms. Wilson? 20 EXAMINATION OF STEVE CUMBEE 21 BY MS. WILSON: 22 Q Good morning, Mr. Cumbee. 23 A Good morning. 24 Q Can you tell the Court what do you do for 25 a living?	Page 24 1 A Well, right now, I am employed with 2 Premier Pool & Spas, but at the time, I was a 3 residential home builder. 4 Q And how long did you do that? 5 A 35 years, give or take. 6 Q And can you tell me about the job that 7 took place at the defendant's home? Can you tell me 8 a little bit about what that entailed? 9 A Yes, ma'am. I was approached by the 10 defendant to do various aspects of work. It 11 originally started out as relatively simple. A 12 roof, some windows. Without the contract in front 13 of me, I don't remember all the details, but a few 14 upgrades and a few alterations. But then, as work 15 progressed, it morphed into a more complicated, 16 larger job. He wanted a bedroom where he would stay 17 in. 18 The bedroom in the back was 19 relatively small. So we agreed to extend it a few 20 feet. I don't remember exactly how many. To 21 remodel both bathrooms was an additional, one of 22 which we wanted to put a doorway in from his son's 23 bedroom to keep his son from having to go down the 24 hall and around, and windows and a few other little 25 things that slipped my memory right now.

Page 25 1 Q And I'm going to show what's been marked 2 as Plaintiff's Exhibit 1. 3 A Yes, ma'am. 4 Q It is the contract between you and the 5 defendant. 6 A Uh-huh. 7 Q Now, the first page of the contract, that 8 was the original contract, correct? 9 A Yes, ma'am. 10 Q And, then, on that, through that list, can 11 you tell me anything that was not completed? 12 A On this -- on the original contract, the 13 laminated floor was not completed. We never got to 14 that stage. A portion of the bathroom remodel was 15 completed. A portion was not. When I say portion, 16 we did the demo work. We ran some plumbing and ran 17 some wiring but never got to the finishing stages as 18 to drywall and setting toilets and stuff. And to my 19 recollection, I believe one of the bathrooms, we did 20 hang some green board on the walls. The painting of 21 the interior was -- we were not at that stage yet. 22 So that was not completed on the original contract. 23 Q And, then, looking to the third page, this 24 is the amendment to the contract. Was there 25 anything on here that was not completed?	Page 26 1 A The front porch deck was not completed. 2 The wiring was begun but not completed. The wiring 3 was begun but not completed. I don't believe the 4 walls in the kitchen -- we had some deteriorated 5 studs in the kitchen. I don't believe we addressed 6 those. The extending of the bedroom was begun but 7 not completed. The addition or the -- the closet in 8 the bedroom was begun but not completed, and the 9 cabinets were not installed. 10 Q And on both lists, with the amendments and 11 the original contract, with anything that wasn't 12 completed, can you explain why it wasn't completed? 13 A Everything that was not completed was 14 because we were not -- we were not at the stage to 15 either where that was begun. For example, laminate 16 floors, those guys are probably absolutely last. So 17 we didn't get to that stage -- it was not completed 18 because the job was shut down prior to us addressing 19 or completing the items. 20 Q And, then, I'm also going to show you 21 what's been marked as Plaintiff's Exhibit 2. 22 A Yes, ma'am. 23 Q Are you familiar with what those pictures 24 are? 25 A These appear to be pictures of the home in
Page 27 1 various stages of the project. 2 Q And you said they're various stages of 3 project? 4 A Yes, ma'am. 5 Q So it, basically, shows where you were at 6 at the time the pictures were taken? 7 A Yes. Yeah. 8 Q And, then, with those pictures, do they 9 show the progress that you had made? 10 A They are a depiction of how they -- well, 11 I mean, without sounding a little different, the 12 pictures are what they are. They are pictures of 13 what you see. The first one is a picture of some 14 fascia boards. Then, we got pictures from windows. 15 We got pictures of drywall that been installed and 16 begun to finish. We got a picture of the demolition 17 that is done. So they are pictures of -- pictures 18 of windows that had been installed. 19 Pictures of the front deck that had 20 begun but not completed. Pictures of the bathroom 21 renovation that had begun with some new green board 22 on the walls. Again, windows. Demolition. 23 Demolition. 24 So it appears that these pictures 25 were taken in a few stages of the construction. I	Page 28 1 see some pictures prior to windows being installed 2 and some after windows being installed. So this was 3 a time frame of various different time frames during 4 construction. 5 Q Okay. And I think that we've established 6 has not been completed, and why wasn't it completed? 7 A It wasn't completed because we were shut 8 down. We requested payment for additional -- you 9 know, just a draw of the project, and, then, when 10 the draw was denied, we didn't get upset. I 11 explained to Mr. Milligan, we'll talk about it. 12 We'll figure something out. The next thing I know, 13 I'm being called by the building inspector, who I 14 met out there, and we walked the project together. 15 Q Okay. And do you know about when you 16 stopped working on the project at the defendant's 17 home? 18 A The best of my recollection, it was 19 somewhere prior to Christmas of 2017. 20 (Plaintiff's Deposition Exhibit No. 3 21 was marked for identification.) 22 MS. WILSON: And, then, I would like to 23 enter in as Plaintiff's Exhibit 3. This is 24 going to be the mechanics lien. 25 THE COURT: Okay. Any objection on that.

7 (Pages 25 to 28)

Page 29	Page 30
1 Mr. Williams? 2 MR. WILLIAMS: No, sir. It is. You know, 3 I think this is just a copy of what was filed. 4 MS. WILSON: Yes. 5 MR. WILLIAMS: Yeah. 6 THE COURT: All right. 7 BY MS. WILSON: 8 Q Mr. Cumbee, are you familiar with this 9 document? 10 A Yes, ma'am. 11 Q And have you seen it before? 12 A I have. 13 Q And do you know what it is? 14 A It's a mechanics lien placed on the 15 property in question for monies outstanding based on 16 work completed. 17 THE COURT: Ms. Wilson, do you have a copy 18 of that? I don't see one in my stack of 19 things. 20 MS. WILSON: Here you are. 21 THE COURT: Thank you. 22 MS. WILSON: You're welcome, and, then, we 23 would like to enter this into evidence as well. 24 THE COURT: Entered without objection. 25	1 BY MS. WILSON: 2 Q Mr. Cumbee, do you know about how much 3 money you spent on the work that was done at the 4 defendant's property? 5 A Wow. That was a question I was not 6 prepared for. How much money was spent? Total 7 probably in excess of 40,000. 8 Q And do you know about how much the 9 defendant paid you for that project? 10 A Somewhere in the rounds of between 30 and 11 33, 34,000. I don't know the exact number off the 12 top of my head. 13 (Plaintiffs' Deposition Exhibit No. 4 14 was marked for identification.) 15 MS. WILSON: And, then, the plaintiff 16 would like to enter in Exhibit 4. 17 THE COURT: What is Number 4? 18 MS. WILSON: These are bank and check 19 statements for Palmetto Kitchen & Remodeling. 20 THE COURT: Any objection, Mr. Williams? 21 MR. WILLIAMS: Your Honor, first of all, I 22 can't -- I'm having a difficult time reading 23 them. We had asked for these in discovery and 24 had not -- had not gotten them. These 25 individual checks, we object to them being
Page 31	Page 32
1 introduced at this time. In fact, we filed -- 2 had to end up filing a motion to compel on 3 certain issues, and the court granted us 4 attorney's fees for their failure to comply, 5 and we never got them. 6 THE COURT: Those are the requested 7 documents that were not provided? 8 MR. WILLIAMS: Yes, sir. 9 THE COURT: Ms. Wilson, were those 10 provided as part of discovery? 11 MS. WILSON: I'll say to the best of my 12 knowledge, they were provided in discovery. 13 Your Honor. 14 MR. WILLIAMS: Your Honor, I have no 15 recollection of seeing these. We have been 16 through our discovery and don't remember seeing 17 these checks of who he wrote to who. And it's 18 got the name on it, but it doesn't say for what 19 that I can see. It's just checks written to 20 individuals and amounts, but it doesn't say for 21 what the work was or any type of materials or 22 anything else. 23 THE COURT: What I'll do is I'll allow it 24 conditionally. We'll review the discovery 25 request. I might change my mind if I make a	1 determination that they weren't provided as 2 part of discovery, but, certainly, the other 3 questions that you have are subject to 4 cross-examination. 5 MR. WILLIAMS: Yes, sir. 6 THE COURT: And if you hadn't had a chance 7 to take a look at them, then, if you need more 8 time, we can provide that this morning as well. 9 MR. WILLIAMS: Well, we'll go ahead. Your 10 Honor. 11 MS. WILSON: Your Honor, I have a 12 discovery in which -- I have a copy of it in 13 which these were served upon the defendant. 14 THE COURT: Okay. Well, that may clarify 15 it. 16 MR. WILLIAMS: Yes, sir. And I stand 17 corrected. I did not recall seeing them, but 18 my legal assistant said we did receive them. 19 So I'll withdraw the objection. 20 THE COURT: All right. So on that basis, 21 --it's withdrawn.--Any other objection? 22 Certainly you can cross-examine regarding, but 23 any other objection? 24 MR. WILLIAMS: No, sir. Not at this time. 25 THE COURT: All right, Ms. Wilson. And is

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Page 33 1 that a collective document and how much do we 2 have involved? 3 MS. WILSON: Yes, Your Honor. We have -- 4 there are 17 pages. 5 THE COURT: All right. Same thing as 6 before, if we're reciting, then, mark 1 through 7 17 so that I'll know which one we're referring 8 to when you're asking specific questions about 9 it, and, then, also so that both of you-all can 10 be on the same page. Okay? 11 MS. WILSON: Yes, Your Honor. 12 BY MS. WILSON: 13 Q Mr. Cumbee, are you familiar with that 14 document? 15 A I am. It appears to be bank statements 16 from my account. 17 Q And is this the account for Palmetto 18 Kitchen & Remodeling? 19 A Yes, ma'am. 20 Q And does this reflect purchases that you 21 spent on the defendant's project? 22 A It does. 23 MS. WILSON: I'll take it. Plaintiff 24 would like to enter this into evidence as well, 25 Your Honor.	Page 34 1 THE COURT: It's already been entered 2 without objection as Plaintiff's 4 or subject 3 to the -- I guess without objection subject to 4 cross-examination. 5 BY MS. WILSON: 6 Q And, Mr. Cumbee, do you know how much the 7 defendant owes you on this project? 8 A Somewhere between 25 and 30,000, to the 9 best of my -- we have an accounting, and I just 10 don't have it in front of me to recall from. 11 Q And, then, are you asking that the 12 defendant pay you for any of the work that was not 13 completed? 14 A Absolutely not. 15 Q So are you only asking the defendant to 16 pay for the things that were actually done on the 17 work on this property? 18 A Yes, ma'am. 19 Q And at any point, did you and the 20 defendant try to work out the excess payment that is 21 missing? 22 A I think we spoke one time, but I don't 23 know that it was to any avail. 24 Q Mr. Cumbee, I am going to show you 25 Plaintiff's Exhibit 1 again.
Page 35 1 A Yes, ma'am. 2 Q There you are, and we've identified that 3 this is the contract between -- 4 A Correct. 5 Q -- you and the defendant, correct? 6 A Correct. 7 Q And, then, if you look on the back page of 8 the contract, the last page, this is the change 9 order, correct? 10 A Yes, ma'am. 11 Q Can you explain to me the numbers that 12 have been written on the contract? 13 A Yes, ma'am. The handwritten numbers, the 14 typed in numbers is a representation of the cost 15 charged for the individual items. The handwritten 16 numbers on the side are the numbers that I'm 17 claiming in place. For example, the front deck, we 18 charged \$1,800. We're only claiming 1,600 because 19 it's not complete and so on down the line. 20 Q And so looking at the numbers, and you're 21 only charging the defendant for the work that was 22 actually done? 23 A Absolutely. Yes, ma'am. 24 Q And so looking through, how much does the 25 defendant owe you based off of the work that was	Page 36 1 actually done? 2 A We come up to a number of \$13,600. 3 However, we found an additional payment that I had 4 overlooked for \$3,000 that we credited to him on the 5 bottom, which comes to \$10,900. I misspoke earlier 6 because I didn't have this document in front of me. 7 MS. WILSON: We don't have any further 8 questions for the plaintiff at this time. 9 THE COURT: All right, Mr. Williams. 10 EXAMINATION 11 BY MR. WILLIAMS: 12 Q Thank you, Your Honor. Mr. Cumbee, who 13 owns Palmetto Kitchen & Remodeling, Inc -- LLC? 14 A Yes, sir. I started to say we're not Inc. 15 We're LLC. My wife was the agent of service at the 16 time. 17 Q That's not the question. Who owns the 18 LLC? 19 A Mr. Williams, there is no owner in South 20 Carolina. It's an agent of service or agent of 21 record on an LLC. 22 Q Okay. Let me ask you again. An LLC has 23 numbers, correct? 24 A I can't intelligently answer that 25 question.

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1 Q Okay. Who is in charge of the LLC? 2 A My wife. 3 Q Okay. Do you claim any interest or 4 ownership in the LLC? 5 A At the time -- the LLC is no longer in 6 existence, but at the time, I worked with and for 7 the LLC as qualifying officer over the construction 8 end of it. 9 Q As what? 10 A Qualifying officer over the construction 11 end of it. 12 Q Okay. So you were more than just an 13 independent contractor? 14 A I can't -- I really don't know how to 15 answer that question. 16 Q Well, you testified in your deposition 17 that you were an independent contractor. 18 A And that's how we operated the LLC. Yes, 19 sir. 20 Q Mr. Cumbee, you said that the work stopped 21 because there was a stop work order issued on it; is 22 that correct? 23 A No, sir. That's not what I said. 24 Q What did you say? 25 A I said the work stopped because the	1 payments stopped, and, then, the stop work order 2 came. 3 Q Okay. And who issued the stop work order? 4 A I'm assuming the Town of Moncks Corner. 5 Q You know it was, don't you? 6 A Sir? 7 Q You know that it was the Town of Moncks 8 Corner? 9 A Yes, sir. 10 Q Okay. And why was the -- why did the Town 11 issue the stop work order? 12 A Because I did not have a business license 13 or a building permit at the time on the job. 14 Q Okay. When the Town inspector came out, 15 did you tell him that you did not know it was in the 16 Town? 17 A I did tell him that. 18 Q Okay. After the stop work order, did you 19 go to the Town to obtain a license and a permit? 20 A I did. 21 Q Okay. And you got it from the Town? 22 A No, sir. 23 Q Why not? 24 A Because the stop work was in place, and 25 that had to be resolved prior to any other option.
Page 39	Page 40
1 and combined with that, because of lack of payment. 2 I really had no intention of continuing with the 3 project until it was -- until that was cleared up. 4 But we did go to the Town of Moncks Corner and 5 address the issues and address the concerns. 6 Q And pled guilty? 7 A To what? 8 Q You pled guilty to not having a business 9 license? 10 A Yes, sir. I did. 11 MR. WILLIAMS: Mr. Cumbee, and, Your 12 Honor, this is a document. It is the complaint 13 of Steve Cumbee and Palmetto Kitchen & 14 Remodeling, LLC. 2018-CP-08-889. This 15 document was filed on May 15, 2018. I would 16 think it's in the file there. 17 THE COURT: This is the complaint? 18 MR. WILLIAMS: Yes, sir. Debt collection 19 of a mechanics lien foreclosure. 20 THE COURT: I got it. Okay. 21 BY MR. WILLIAMS: 22 Q Okay. Mr. Cumbee, in your complaint, you 23 state that he paid you \$31,250; is that correct? I 24 mean, it's your document. It's your complaint. 25 A I assume that's what we stated, yes, sir.	1 If you say so, it is in the document. 2 Q It's not what I say so. It's within 3 your -- look at this and tell me what does this say? 4 A That says 31,250. 5 Q Okay. But he actually paid you more than 6 that, didn't he? 7 A As my previous testimony was, we found an 8 additional \$3,000 that I had overlooked. 9 Q Okay, sir. And in your complaint on Page 10 3, third cause of action, Number 26, there's -- 11 you're owing the sum of \$8,000, as evidenced on the 12 mechanics lien. 13 A May I see the document? 14 Q Yes, sir. You sure can. 15 A Thank you, sir. Yes, sir. 16 Q And you just testified he owes you 11,000 17 now. 18 A That was what the lack of previous -- 19 that's what the last invoice was that he failed to 20 pay me. After doing the accounting, math is the 21 only thing from the history of time that has not 22 changed. The math is what the math is. 23 Q Tell me what the math is. 24 A I just explained the math to you. It's 25 the basic contract, adding on the addendums or the

10 (Pages 37 to 40)

Page 41 1 change orders, minus what has been paid. It's 2 really simple. 3 Q How about minus the work you didn't do? 4 A It's on that document as well. 5 Q Okay. But here, which one? This one? 6 A It's on the contract -- no, sir. That one 7 right there. 8 Q All right. Tell me how much that he -- 9 that you did not do. The amounts, please. 10 THE COURT: You-all are looking on 11 Plaintiffs I? 12 MR. WILLIAMS: Yes, sir. 13 THE WITNESS: Yes, sir. 14 THE COURT: Thank you. 15 A Without a calculator in front of me to 16 calculate it, approximately \$4,000 worth of 17 unfinished work. Again, I don't have a calculator. 18 So don't hold me to that exact number. 19 BY MR. WILLIAMS: 20 Q How about -- let me get my glasses so I 21 can see. I think you said you did not supply the 22 kitchen cabinets? 23 A Correct. 24 Q This says \$7,200 just for that. 25 A Yes, sir. But I did not charge him for	Page 42 1 that. 2 Q But it's on this invoice. 3 A Sir, this invoice is a list of things I 4 charged him. This side is a list of things that are 5 requiring payment for. 6 Q Okay. Well, this, you charged him 7 \$22,700? 8 A No, sir. This was what the contract was 9 for. This is what I charged him. 10 Q \$13,600? 11 A Correct. Yes, sir. 12 Q Okay. And, again, getting back to your 13 complaint, I'm going to show you fourth cause of 14 action, breach of contract. Number 28, read that 15 out for us, please. Read it out loud. 16 A Yes, sir. Give me time to peruse it. At 17 the time, the defendant -- the plaintiff and the 18 defendant entered into a contract, hereby that they 19 agreed to hire the plaintiffs to remove and install 20 cabinets at certain locations. 21 Q No. Give me the location. 22 A I'm -- will you allow me to read it? The 23 location was listed next. 24 Q Okay. 25 A I'm reading it as it's written. Install
Page 43 1 cabinets subject to the location at 249 Albacore 2 Road, Bonneau. This is not even the same -- this 3 has nothing to with this case. 4 Q Well, this is your pleading. 5 A I don't know what this is. I have no 6 earthly idea, but this has got to do with a total 7 different case that was -- I'm going to have to 8 refer this to my attorney because I have -- I don't 9 know what that address has to do with this. 10 Q So this pleading was incorrect? 11 A I'm not saying that. I'm -- may I see the 12 original one that was put into evidence? 13 Q Well, this is a copy of it. 14 A May I see the original -- 15 Q The judge has it up there. 16 THE WITNESS: Your Honor, may I see the 17 original -- 18 MR. WILLIAMS: Your Honor, this is a copy. 19 This is not going to vary from the original. I 20 hope. 21 THE COURT: This is -- do you have a copy? 22 THE WITNESS: No, sir. I'd like to see a 23 copy that was put into evidence, please. 24 MR. WILLIAMS: Mr. Williams, give him the 25 evidence -- give him the Number 1. This is a	Page 44 1 copy that you're referring to. Hand him 2 Plaintiff's Number 1 and let him take a look at 3 that. 4 THE WITNESS: Plaintiff's Number 2 I 5 believe it is. Yes, sir. 6 THE COURT: Wait a minute. You-all didn't 7 put the complaint in, did you? Ms. Wilson, do 8 you have a copy of the complaint? 9 MS. WILSON: We do, Your Honor. 10 THE COURT: All right. Why don't you hand 11 that up. Is that the same, Ms. Wilson, that's 12 filed in the record? 13 MS. WILSON: It is, Your Honor. 14 THE COURT: Okay. Hand that up to him so 15 he can take a look. These are not in evidence, 16 but they're in the record so -- subject to 17 cross-examination. Mr. Cumbee, that's a copy 18 of the document that's filed and in front of me 19 as well. 20 THE WITNESS: Your Honor, this appears 21 this final page of this, Page 3 of 3, which is 22 the final page of this action, appears to be a 23 stray page from a different complaint 24 altogether that has no -- that has nothing to 25 do with this case with the exception.

11 (Pages 41 to 44)

Page 45 1 evidently, was filed with this, but this is on 2 a completely different matter. 3 BY MR. WILLIAMS: 4 Q Okay. Look at the next page then. 5 A Page 4. 6 Q Page 4 of 3. How about that? 7 A I don't even understand how there could be 8 a Page 4 of 3. 9 Q I agree. Look down at the very bottom -- 10 A Yes, sir. 11 Q -- down there. The last paragraph that 12 starts plaintiff's further demands. 13 A Show me where we're talking about this. 14 Okay. Thank you. 15 Q And what is the amount of money that this 16 complaint is demanding? 17 A This complaint here is demanding \$8,000. 18 However, again, I state that it appears that this 19 was 3 of 3 and 4 of 3. How that can even happen, I 20 don't know. It would tend to be -- appears to be a 21 clerical error. But nonetheless, it is what it is 22 in the document, yes, sir. I understand and I 23 agree. That's ours. 24 Q Yes. Do you recall how much money Mr. 25 Cumbee paid to you -- excuse me -- Mr. Milligan paid	Page 46 1 to you? 2 A Somewhere between 30 and 32, 33,000. I 3 believe it's 31.2 and some change, but I don't have 4 that exact number off the top of my head. It will 5 be reflected on the document you're holding in your 6 hand. 7 Q Showing you a document defendant's -- 8 entitled Defendant's Response to Plaintiff's First 9 Set of Request to Admit. Will you read the one that 10 says Number 1 and your answer? 11 A This says, please admit you had received 12 payment from Bernard Milligan in the amount of 13 \$34,250. Response is admit that respondent's 14 residential constructions services in the town 15 limits of Moncks Corner -- 16 Q No, no. I think it just says admit. 17 right? 18 A Okay. Yes, sir. Yes, sir. The response 19 says admit, yes, sir. 20 Q Okay. 21 A And that's, I think, what I just testified 22 to between 30 and 33,000. Yes, sir. That is 23 correct. 24 Q Okay, sir. And we've gone through 25 documents, and this is the Court's exhibit. I'll
Page 47 1 put it back up here. And, again, I'm just trying to 2 confirm the amount of money that you claim that Mr. 3 Milligan owes you. How much does he owe you? How 4 much do you claim he owes you? 5 A May I see that document as well? 6 Q Which one? 7 A The exhibit. I believe it was marked 1, 8 the original contract. Thank you. Mr. Milligan 9 owes me \$10,900. 10 Q Okay, sir. Thank you. 11 A Thank you. Sorry to make you walk so 12 much, Mr. Jack. 13 Q Mr. Cumbee, is it your position that the 14 work was done in a careful, diligent workmanlike 15 manner? 16 A Yes. 17 Q Okay. Would meet all code? 18 A It will not right now because it's not 19 complete. 20 Q But the work that you have done was done 21 to code? 22 A The work that is complete is done to code. 23 Yes, sir. 24 Q But you don't have anyone here to verify 25 that for you, do you? That's your word?	Page 48 1 A I guess I don't understand the question. 2 Q I don't think it's a hard question. Other 3 than you saying it was done to code, do you have 4 anybody else willing to say it was done to code? 5 A I'm testifying that the work that is 6 complete is to code. If there's anything is not to 7 code, then it is not complete. 8 Q Okay. So if you're halfway through 9 something -- I mean, the whole process of doing 10 something would be doing it to the code, right? To 11 the building code? 12 A Mr. Williams, it's not as simple as that. 13 It's a flow of work and a procedure. For example, 14 the nailing of a stud has a certain procedure that 15 needs to go through. At the end of installing all 16 studs, we will come back and inspect and readjust if 17 necessary. What I'm stating is that that adjustment 18 process has not been made to ensure that a code has 19 been on anything that is not completed. To ensure 20 the codes have been adhered to on anything that is 21 not completed. 22 Q You had subcontractors working for you? 23 A Yes, sir. 24 Q None of them are here today to testify on 25 your behalf, correct?

12 (Pages 45 to 48)

Page 49	Page 50
1 A Correct. 2 Q Mr. Cumbee, I'm going to show you a 3 picture with the Bate stamps W&H 003, and I will 4 tell you that that is taken from Mr. Milligan's 5 house and the deck, porch, whatever you want to call 6 it that you were installing. Do you notice that 7 the -- looks like a screwdriver of some sort and is 8 pointing to. How did you attach it to the house? 9 A It was temporarily attached with 16 penny 10 nails, but upon completion, it would have lagged to 11 the house with lag bolts. This is not a completed 12 project. 13 Q Okay. Why didn't you do that to begin 14 with? I mean, what are you going to do? Take it 15 apart and put it back together? 16 A At the completion of the project, it would 17 have been lagged with a lag bolt. 18 Q I show you W&H 004, and tell you that that 19 was taken from Mr. Cumbee's house and -- 20 A Mr. Milligan. 21 Q I keep saying Cumbee. Mr. Milligan's 22 house. And does that -- and the house itself, the 23 seal is rotten. Do you see that? 24 A I see a screwdriver poking into what 25 appears to be something rotten. Yes, sir.	1 Q Okay. But you don't know what that is? 2 A I'm assuming it's part of the house. The 3 existing structure. 4 Q Okay. And where the -- your deck was 5 attached to the rotten seal? 6 A The deck was attached to the house on a 7 temporary basis because it's not complete. Now, we 8 did not get paid, nor is it in our contract to 9 replace the seal, nor is it required that a deck be 10 attached to a structure if the deck can be 11 freestanding. If you do not have -- 12 Q What do you call freestanding? 13 A Supporting on its own. 14 Q Okay. And so was that your intention? 15 That this deck was not to be attached to the house. 16 It's just to be out there to move back and forth? 17 A That's a little bit of an ambiguous 18 question, and to move back and forth is not an 19 accurate depiction of freestanding. A deck does not 20 have to be attached to the house if it is 21 structurally self-sufficient on its own. If you do 22 not have sufficient substrate on a home or a 23 building or a dwelling to attach it to, and there's 24 some instances where it's required that it be 25 completely independent. I don't remember the rotten
Page 51	Page 52
1 seal, but it would have been addressed upon 2 completion. 3 Q The completion you did not finish, right? 4 A The completion I did not finish? 5 Q You didn't finish the work? 6 A No. It's not complete. No, sir. 7 Q Okay. And I'll get these -- show you 8 what's marked W&H 015. 9 A Yes, sir. 10 Q What does that appear to you to be? 11 A A window and a window hole. 12 Q Okay. And at the bottom of it, does it 13 appear to not be connected? 14 A This is not a completed project. 15 Q So anything that is not to code is your 16 testimony is because it wasn't complete? 17 A If it is not to code, it was not 18 completed. Yes, sir. 19 Q Let me show you what's shown as Number 19. 20 A Yes, sir. 21 THE COURT: What number are you referring 22 to? 23 MR. WILLIAMS: I'm sorry. W&H 19, Your 24 Honor. 25 THE COURT: Say that again.	1 MR. WILLIAMS: Wait a minute. I'm sorry. 2 I thought you had these. 3 THE COURT: I got attachments. We have 4 got exhibits to the pretrial brief. Is it 5 included in here? 6 MR. WILLIAMS: Well, here it is. Your 7 Honor. Here is 19. 8 THE COURT: I didn't see any Bates stamp. 9 MR. WILLIAMS: Oh, I apologize. These are 10 all Bates stamped. 11 THE COURT: Can I keep this one? 12 MR. WILLIAMS: Yes, sir. That's for you. 13 THE COURT: And you've got these. Ms. 14 Wilson? 15 MS. WILSON: Yes. 16 THE COURT: And you're looking at 019 now? 17 MR. WILLIAMS: Yes, sir. 18 THE COURT: Okay. Thank you, 19 Mr. Williams. 20 BY MR. WILLIAMS: 21 Q And what does that show, Mr. Cumbee? 22 A That is a window in a hole that is not 23 completed. Our contract stated -- 24 THE COURT: Is there any objection? 25 MS. WILSON: No. We do have the exhibits.

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1 but these also just don't have numbers on them. 2 Thank you. 3 MR. WILLIAMS: Here is the numbered ones. 4 Sorry, Your Honor. 5 THE COURT: All right. Thank you. 6 BY MR. WILLIAMS: 7 Q And so how would you describe that looking 8 at that picture if you had to tell somebody what it 9 was? 10 A This is a window that is in a hole that is 11 not completed. Our contract stated that we were to 12 buy windows to fit the hole as close as possible. 13 which meaning that we would get a window that would 14 fit the hole with the dimensions as close as 15 possible. Then, we would trim out accordingly. 16 This has not been trimmed out. Again, this is an 17 item not completed. 18 Q And under what provision of this contract 19 was this work to be done? 20 A The windows were to be installed under the 21 original part of the contract. 22 Q And he's paid you for that, has he not? 23 A He has paid me some money, yes. 24 Q Well, the original contract says \$36,500. 25 and that's what he paid you, is it not?	1 A No, sir. 2 Q Oh, what has he paid you? 3 A He's paid me \$31,250, as per your 4 documents. 5 Q No, sir. As part of your document, you 6 admit he paid you 34,000? 7 A Was it 34 or 36? Whatever -- whatever is 8 claimed -- whatever the checks add up to is what 9 he's paid me. 10 Q And you don't know? 11 A I don't have the checks in front of me, 12 but it's enough to find out. 13 Q And when do you plan to do that? 14 A Give me that document right back. I'll do 15 it right now. He paid a total of \$31,250. 16 Q And he hasn't paid you \$34,250? 17 A He paid \$31,250. 18 Q Okay, sir. 19 A I apologize. We did find another \$3,000 20 that I testified to earlier that keeps slipping my 21 memory that was not documented. So I believe the 22 figure is \$34,250. 23 Q Okay. 24 A I apologize to the court and to you. 25 Q Is any of the work that you have done at
Page 55	Page 56
1 the time that you ceased working -- does any of that 2 work need to be taken out and redone? 3 A Any of the work that has completed is 4 completed. Any of the work that is not completed 5 still need adjustments and/or modifications. 6 Q So just for the record, the work that you 7 have done was done in a competent manner: is that 8 correct? It's not a hard question. 9 A All work was done in a competent manner. 10 I'm not perfect. Anything that is done that was 11 done in a less than acceptable standard is not 12 deemed complete and would be addressed on another 13 issue on a punch list and/or on a walk-through. 14 Q Do you have any idea how much those 15 corrections would take -- would cost? 16 A No, sir. Because I'm not aware of -- you 17 know, the accounting is what the accounting is. We 18 allowed for items not complete and credited for 19 those items. I hadn't been on this job in five 20 years. 21 Q And he owes you, I think you said, 10,000? 22 A He owes me what the documents stated that 23 he owed me. 24 Q You want to look at that one more time and 25 tell me so we have got the exact figure?	1 A \$10,900. 2 Q Okay. And so if he paid you that, you 3 would bring the house up to code? 4 A No, sir. 5 Q Okay. That's work you claim you've 6 already done? 7 A Correct. 8 MR. WILLIAMS: Your Honor, I believe at 9 this time, those are the other questions I 10 have. We have a witness who will come in and 11 identify the pictures that we've just handed up 12 to you. 13 THE COURT: This is the cross-examination 14 of Mr. Cumbee as part of the plaintiff's case. 15 You're concluded with the cross-examination? 16 MR. WILLIAMS: Yes, sir. 17 THE COURT: All right, Ms. Wilson. Any 18 redirect? 19 MS. WILSON: Yes, Your Honor. 20 THE COURT: Okay. 21 RE-EXAMINATION 22 BY MS. WILSON: 23 Q Mr. Cumbee, you never told the defendant 24 that the house would be liveable during the 25 construction, did you?

14 (Pages 53 to 56)

Page 57 1 A Absolutely not. It would be unreasonable 2 for him to expect that it would be. 3 Q So this was -- with this project, you were 4 basically gutting the whole house; is that correct? 5 A It didn't start out as that way, but it 6 ended up that way. Yes, ma'am. 7 Q And you testified earlier that you pled 8 guilty to working without a business license. What 9 happened to the working without a permit that was 10 also issued? 11 A That was dismissed. 12 Q And earlier, you were also showed a 13 complaint that misstated some facts. Was that just 14 a typographical error? 15 MR. WILLIAMS: Objection, Your Honor. I 16 mean, he did -- I'm assuming he didn't prepare 17 the complaint. I don't know, but it's what's 18 in there is the pleading. 19 THE COURT: All right. I'll overrule the 20 objection. Go ahead. 21 BY MS. WILSON: 22 Q And I know that a lot of numbers have been 23 thrown around today. So I just want to clarify that 24 we're all on the same page about these numbers. You 25 testified earlier that he had paid you \$31,250, but	Page 58 1 you were also stating that extra 3,000 has been 2 found for a check: is that correct? 3 A Absolutely. 4 Q So you're saying now that he has paid you 5 \$34,250; is that correct? 6 A I think that's correct. 7 Q Okay. You also testified earlier based 8 off of the 31,250, doing the math, that he owed you 9 \$10,900? 10 A Yes, ma'am. 11 Q But with finding that extra 3,000, are you 12 now stating that he owes you \$7,900? 13 A No, ma'am. Originally, I claimed that he 14 owed me \$13,900, and we deducted the 3,000 coming up 15 to the 10,900. 16 MS. WILSON: All right. Those are all the 17 questions I have at this time, Your Honor. 18 THE COURT: All right. Ms. Wilson, I just 19 want to make sure I understand. The original 20 contract had total costs of 36,500? 21 MS. WILSON: Uh-huh. 22 THE COURT: What are the additions here. 23 the handwritten portions? Can you itemize 24 those out for me or summarize those for me? I 25 see expand master. Is that 1,500? Is that
Page 59 1 right? 2 MS. WILSON: Which page are you on, Your 3 Honor? 4 THE COURT: I'm on the signature page of 5 the contract. The handwritten stuff, is that 6 included into the changes, or is that separate? 7 MS. WILSON: Are you talking about 8 handwritten numbers over to the side. Your 9 Honor? 10 THE COURT: Yes. 11 MS. WILSON: So those are the numbers that 12 Mr. Cumbee charged that -- he only charged him 13 for the work that was done. 14 THE COURT: No. What I'm asking is you've 15 got the contract for 36,500. We've got 16 additional prices that are referenced in a 17 handwritten fashion, and the next page has 18 changes to it. So is the changes 19 incorporated -- is that incorporating all the 20 handwritten things? Is that what you're 21 telling me? 22 MS. WILSON: Yes. 23 THE COURT: Okay. So I can disregard the 24 handwritten things, go directly to the next 25 page with the changes; is that right?	Page 60 1 MS. WILSON: Yes. 2 THE WITNESS: Yes, sir. 3 THE COURT: All right. So the total 4 changes incorporates all of the handwritten 5 things for \$22,700? 6 MS. WILSON: Correct. 7 THE COURT: Is that correct? All right. 8 So 22,700. Total job 59,200? 9 MS. WILSON: Yes, Your Honor. 10 THE COURT: Paid 34,250? 11 MS. WILSON: Correct, Your Honor. 12 THE COURT: And whatever difference is, 13 it's more than 10,000, but the 10,900 is 14 supposed to represent the amount of work? 15 MS. WILSON: That was actually completed. 16 THE COURT: So the amount that was 17 actually completed would have been 34,250 plus 18 the 10,900; is that right? 19 MS. WILSON: Yes, Your Honor. 20 THE COURT: Okay. So the price for the 21 incomplete, I guess, total job was \$59,200. 22 The claimed amount -- the claimed value of the 23 work that is claimed to be completed, 45,150. 24 Okay. All right. Am I clarifying that or am I 25 not --

15 (Pages 57 to 60)

Page 61	Page 62
1 MS. WILSON: Yes, Your Honor. 2 MR. WILLIAMS: No, sir. Just to -- let me 3 see because there are a bunch of numbers. 4 THE COURT: If you want to ask some more 5 questions, I certainly appreciate that. 6 MR. WILLIAMS: Your Honor, on Plaintiff's 7 Exhibit Number 3, certificate of mechanics 8 lien, Mr. Cumbee has signed this under oath 9 saying that he's claiming a mechanics lien of 10 \$27,950. Now, he's testifying \$10,950 I think 11 is what he said. It's a little hard to keep up 12 with it. But for the record, I guess his 13 mechanics lien is wrong. 14 THE COURT: All right. 10,900, that's the 15 claim? 16 MS. WILSON: Yes, Your Honor. 17 THE COURT: Okay. All right. Any further 18 questions for this witness? 19 MS. WILSON: No, Your Honor. 20 MR. WILLIAMS: No, sir. 21 THE COURT: Okay. You can step down, Mr. 22 Cumbee. 23 THE WITNESS: Thank you. 24 THE COURT: It might be a good time for a 25 break. Let's take a 15-minute break and come	1 in here about five after. Okay? 2 (Off-the-record discussion.) 3 THE COURT: Ms. Wilson, ready? 4 MS. WILSON: Yes, Your Honor. 5 THE COURT: Mr. Williams? 6 MR. WILLIAMS: Yes, sir. 7 THE COURT: And I believe we've had two 8 witnesses from our plaintiff. Any further 9 witnesses? 10 MS. WILSON: No further witness from the 11 plaintiff, Your Honor. 12 THE COURT: Okay. So plaintiff rests. 13 Mr. Williams, do you intend to call any 14 witnesses? 15 MR. WILLIAMS: Yes, sir. At this time, we 16 would call Mr. David Johnson. 17 THE COURT: David, I'm sorry? 18 MR. WILLIAMS: Johnson. 19 THE COURT: Johnson. David Johnson, I'm 20 sorry. I didn't understand. Mr. Johnson come 21 on up. 22 DAVID JOHNSON, 23 having been first duly sworn, was examined and testified as 24 follows: 25 THE WITNESS: Yes, sir, I do.
Page 63	Page 64
1 THE COURT: Thank you, sir. Give your 2 full name and your address for the court 3 reporter, please. 4 THE WITNESS: David Bleeze Johnson, 1195 5 Mendel Rivers Road, Bonneau, South Carolina. 6 THE COURT: Mr. Williams? 7 EXAMINATION OF DAVID JOHNSON 8 BY MR. WILLIAMS: 9 Q Mr. Johnson, tell us a little bit about 10 what you do for a living. 11 A I'm a licensed residential builder and 12 licensed home inspector. 13 Q Licensed by? 14 A South Carolina. 15 Q And how long have you been doing that? 16 A Been licensed for right at 19 years. Been 17 doing it since I was about 15. 18 Q Okay. And so that is construction and 19 remodeling? 20 A Yes, sir. 21 MR. WILLIAMS: Okay. Your Honor, at this 22 time, we would move to qualify the witness as 23 an expert in the field of home remodeling. 24 THE COURT: All right. Any objection from 25 plaintiff?	1 MS. WILSON: No, Your Honor. 2 THE COURT: All right. So admitted as an 3 expert in the field of home remodeling. Go 4 ahead, Mr. Williams. 5 BY MR. WILLIAMS: 6 Q Mr. Johnson, did you have the opportunity 7 to inspect the premises that we're talking about 8 here today, Mr. Milligan's house in Moneks Corner? 9 A Yes, sir. I did. 10 Q Okay. If you would please speak up so 11 this lady can hear you too. There you go. 12 And in your inspection, did you 13 prepare a report for what you found there? 14 A Yes, sir. I did. 15 Q Okay. And do you have that with you there 16 now? 17 A I do. 18 Q And, Your Honor, we have provided a copy. 19 and I think -- excuse me one second. And you have a 20 copy of that report there in your lap? 21 A Yes, sir. 22 Q Okay, sir. And would you please tell us 23 what you observed in the inspection? What you 24 found, please, sir? 25 A Yes, sir. Starting with the front deck.

16 (Pages 61 to 64)

Page 65	Page 66
1 it was attached to the home with 16 penny nails. 2 which it requires either through bolts or anchor 3 bolts to attach it to the home. 4 Q Do you have any pictures showing that? 5 A Yes, sir. I do. Do I say the number of 6 the picture? 7 Q Yes, sir. please. 8 A W&H 003. 9 Q Okay. Tell us what that shows. 10 A It's where they're attached to the sill 11 with 16 penny nails not lag bolts or through bolt. 12 Q And what is it attached to? 13 A Rotten -- the rotten sill that's reflected 14 in W&H 004 and W&H 005 and W&H 006. 15 Q And, Mr. Johnson, is that the proper way 16 to do that? 17 A No, sir. It has to be through bolted or 18 lag bolted. 19 Q And you heard, I think, Mr. Cumbee say 20 that he planned to -- I think he said he planned to 21 remove the deck and reattach it with lag bolts or 22 something. Do you recall what he said? 23 A Yes, sir. That's not the common way to do 24 it. I mean, you have to detach the deck or take the 25 decking boards off to through bolt it or anchor it	1 down once the decking boards are on it. 2 Q So you'd have to undo what you have done? 3 A Some of it, yes. 4 Q Okay. 5 A So you can have access to it. 6 Q You wouldn't put -- 7 A It could be from underneath, but it's 8 still rotten wood. You can't anchor it to rotten 9 wood. 10 Q Okay. So the rotten wood would have to be 11 replaced? 12 A Yes, sir. 13 Q Okay. 14 A To anchor it that way. 15 Q All right. Please go ahead. 16 A And then, W&H 007 shows where it's sitting 17 on block. Not concreted in and no strapping to 18 anchor it down, and you could actually lift the deck 19 up by hand and the steps. No hand rails. 20 Q So it wasn't secured? 21 A That's correct. And then, W&H 008 is me 22 actually picking up the steps. 23 Q So they were not secured? 24 A Not secured. 25 Q Okay, sir.
Page 67	Page 68
1 A That's it for the deck. Then, windows, as 2 per the contract, there were a total of 18 windows. 3 Only 17 were installed. 4 Q What were the type of windows? 5 A I'm really not sure. They looked like 6 mobile home windows or just storm windows. They were 7 very cheap windows. 8 Q Okay. And when you say storm windows, 9 that would go over just normal wooden windows? 10 A Correct. 11 Q Okay. 12 A The outside of the regular window. 13 Q Yes, sir. Okay. And what is the number 14 of that? 15 A That is -- 16 Q You go ahead until you get to it. 17 A Okay. Let me start with this one. W&H 18 011 is where the 18th window has not been put in. 19 Q Okay, sir. 20 A W&H 012 shows rotten wood around the 21 window. 22 Q And that would not be the normal way of -- 23 A No, sir. The rotten wood should have been 24 replaced before installing the new window. 25 Q Okay, sir.	1 A W&H 013 is me actually pulling the window 2 out where it hadn't been even nailed properly. And 3 the procedure to install a window is you -- 4 typically, in new construction or you have house 5 wrap that goes around the window. Then, you 6 silicone and put the nails in according to the 7 nailing pattern referenced on the windows, which is 8 usually every nail hole or every other nail hole. 9 And, then, you tape the -- over the nails. 10 Q And that would be to seal them? 11 A To seal them. 12 Q Okay, sir. 13 A And none of that has been done. W&H 014 14 is just a picture of the windows, and it shows the 15 gap on the right window. 16 Q Okay. And when you say right window, 17 there are three windows there. 18 A Three windows. Bay window and it's the 19 one on the right. 20 Q And the gap is -- 21 A And the gap. 22 Q -- where? 23 A On the bottom of the window. 24 Q Okay. You can see outside that? 25 A That should be filled in with wood. W&H

17 (Pages 65 to 68)

Page 69 1 015, same thing. Same window. W&H 016, that shows 2 how they were nailed. You're supposed to put the 3 nail into the hole, not make your own hole, and 4 that's a 16 penny nail. I can't remember if it's a 5 16 penny or 10 penny nail. You use roofing tacks 6 for that -- that application. 7 Q So they were installed improperly? 8 A Yes, sir. 9 Q Okay. 10 A W&H 017, that's the actual nail I pulled 11 out just by hand. Pulled out of the rotten wood 12 that was the window. 13 Q So you were able to pull that nail out 14 just using your hands? 15 A Just two fingers because it was rotten 16 wood. W&H 018 is where I actually put my hand 17 underneath the window. It should have been filled 18 with new wood. W&H 019 rotten wood around the 19 window. 20 Q Okay. Let's stop and look at that one. 21 Is that how you would install a window -- install 22 the window and then have to take it out and replace 23 the rotten wood? 24 A No. You would have to start with 25 replacing all the rotten wood, frame it to the	Page 70 1 correct dimensions for the window, the rough opening 2 for the window, and, then, use the process I said 3 earlier. 4 Q Okay, sir. 5 A Tape, silicone, proper nail, proper 6 nailing pattern. Then, install, W&H 020 rotten 7 wood and gaps around the window. W&H 021, window I 8 referred to earlier. You can see my fingers 9 underneath it. W&H 022, hands underneath the 10 window. 11 Q When you say hands underneath the window, 12 what does that show? 13 A I can slide my fingers underneath. That 14 should be -- should not be that way. 15 Q Yes, sir. It should be sealed? 16 A Sealed. W&H 023, I don't remember what I 17 was pointing at there, but you can see how I pulled 18 the window loose from the house by hand. 19 Q Okay, sir. So it wasn't -- 20 A Wasn't installed properly. 21 Q Okay. 22 A W&H 024, rotten wood around the window. 23 This was taken on the inside of the home. That 24 should have been replaced before installing the 25 window. W&H 025, just shows rotten wood. This is
Page 71 1 on the inside of the home. Shows rotten wood around 2 the windows after they were installed from the 3 inside. W&H 026, rotten wood around the windows on 4 the interior. That's all I have on windows. 5 Q Okay, sir. 6 A Move on to the addition. It's not 7 complete as of now per contract. 2-by-4 -- let me 8 go in order. This is a picture of the addition on 9 the left. Standing inside the building of the 10 addition, you can see daylight. It's not dried in 11 at all. 12 Q And which one is that? Which picture? 13 A I'm sorry. W&H 028. 14 Q Okay, sir. 15 A Also, it's just sitting on block. It's 16 no -- I didn't see any footers. Just sitting on 17 block that are sitting on top of ground. 18 Q All right. What is a footer, please? 19 A That's a continuous concrete for the 20 foundation poured on outside of the perimeter that 21 the home sits on to keep it from settling. 22 Q And you would put the foundation down 23 before you added the room on; is that correct? 24 A That's the only way. 25 Q Okay.	Page 72 1 A I mean, you have to tear it completely 2 apart to do that. 3 Q Okay. 4 A W&H 029, they used 2-by-4 rafters, which 5 is very uncommon in a house but -- let me find my -- 6 2-by-6 rafter should have been used minimum. The 7 maximum span for a 2-by-4 rafter is 10 feet 5 inches 8 by code. The rafters exceeded that 10 foot 5 9 inches, which would require a minimum of 2-by-6 to 10 make that span. 11 Q So the rafters that were put in were 12 defective? 13 A Yes, sir. They don't meet code. 14 Q And the only way to correct that is what? 15 Take the roof off and -- 16 A Tear the roof off and replace the rafters 17 with the proper size. 18 Q Okay, sir. 19 A Then, put the sheathing and shingles back 20 on. 21 Q All right, sir. 22 A W&H 030, this is a -- the fascia and 23 boxing is -- it's -- I really don't know what's 24 going on there. It's not complete, and you can see 25 the shingles, how they're just not --

18 (Pages 69 to 72)

Page 73	Page 74
1 Q They're not smooth. 2 A No. They're awful. I don't know what -- 3 Q What is wrong with them? 4 A They're not properly installed. 5 Q Okay, sir. 6 A W&H 031. This is the siding. T-111 7 siding on the addition. It's not nailed properly. 8 Needs to be nailed every 6 inches. See how I'm 9 pulling it with my hand? W&H 032, I don't know who 10 put the plastic there, but inside, as I'll get to 11 later, when it rains, it floods the entire floor on 12 the inside, which is soaking -- the drywall is 13 soaking it up. So now, the drywall is ruined. That 14 has to come out. 15 W&H 033. I'm not sure what this room 16 is. Closet, whatever, but it just joins the 17 addition. You can see the mold growing on the 18 walls, and the floor gets saturated when it rains. 19 Q Okay. 20 A It was over an inch of water when I did my 21 inspection in that addition in this room. 22 Q Okay. 23 A W&H 034, you can't really tell, but that's 24 at least an inch of water standing in the addition 25 floor, and you can see where the drywall is soaking	1 it up and mold on the drywall. W&H 05, this shows 2 the 2-by-4 rafters, and that's it for the addition. 3 Now, moving on to the roof itself, 4 shingled roof. 5 Q And that is -- what number is that? 6 A Exhibit D. Start with the pictures. 7 Q No. Down on the bottom. 8 A W&H 037. 9 Q Okay. It's your Exhibit D. It's 036? 10 A Yes, sir. 11 Q Okay. 12 A Exhibit D. W&H 037. That's it. 13 Q Okay. 14 A It's hard to tell in the pictures, but if 15 you see the dip in the roof -- 16 Q Yes, sir. 17 A -- there is several of them there. It's 18 over an 8-inch dip. I don't know the agreement that 19 the two had, but you would never put brand-new 20 shingles over that without leveling the roof out 21 first. Like I said, I don't know what they agreed 22 upon but that -- nobody would do that. 23 Q Would this be -- right. This is not a 24 proper way to install it? 25 A No.
Page 75	Page 76
1 Q Okay, sir. 2 A W&H 038, this is a picture of -- what it's 3 supposed to be showing is some more unevenness in 4 this roof, but you really can't tell from this 5 picture but -- W&H 039, another picture of the dips 6 in the roof. You can -- if you look at the peak of 7 the roof, you can -- it gives you a better idea of 8 just how bad it really is. 9 Q Point that out for the Judge, please, if 10 you would. 11 A Where it's dipped here. It's raised here 12 and dipped way down at least 8 inches. If you were 13 to pull a string like, if you could, it would be at 14 least an 8-inch dip here. 15 THE COURT: All right. 16 A Also, well, I did my inspection, original 17 inspection -- I'm not sure of the date but about a 18 year ago -- and you can see there, that's part of 19 the fascia -- some of the fascia board that had been 20 replaced, not the red on the left but the plain wood 21 on the right. And it looks deteriorated there, and 22 I took a recent picture last week of that, and I 23 have it somewhere where that fascia board has to 24 come off. It was non-treated wood that hasn't had a 25 coating put on it.	1 BY MR. WILLIAMS: 2 Q Excuse me one second. Oh, there. There 3 will be a number on those, and you said this is 4 2022. You would have done the inspection in 2020 5 then? 6 A Yes, sir. 7 Q Yeah. Okay. Two years ago. Okay. Go 8 ahead, please. 9 A Skipping to W&H 060. 10 Q Wait a minute. What about -- okay. Yeah. 11 All right. Go ahead. 12 A Staying with the fascia board. 13 Q Yes, sir. 14 A This is a picture I took last week of the 15 fascia board, and it has to come off and be replaced 16 due to it's in the process of rotting. 17 Q So it's not treated wood? 18 A Not treated wood. 19 Q Would that be what you would put on there? 20 A You don't have to by code, but you have to 21 paint it or cover it. You can't leave it exposed to 22 the elements, or it will rot. 23 Q Okay. 24 A I know I'm skipping around now. 25 Q That's okay. Just stick with the numbers.

Page 77 1 A W&H 061, this is a picture I took this 2 week. If you look at the bottom of the window, you 3 see a little white thing? That's actually a window 4 on the other side of the house. That kind of shows 5 you the gaps underneath the window. 6 Back to roof. W&H 040, the shingles 7 were put on the roof, but it -- they're not complete 8 because they didn't do these bay windows. There's 9 two areas like this that do not have new singles on 10 it. W&H 062, it's a blurry picture, but if you turn 11 it sideways, these are the ends of the shingles that 12 were not cut properly. They didn't install a drip 13 edge, which is not mandatory, but it's common. And 14 you leave maybe an inch of the shingle hanging off 15 the end, and if you let it -- if you leave it any 16 longer, it will do this where it droops. Bad 17 picture, but that's the shingle that's drooping over 18 the fascia board. 19 Q And, Mr. Johnson, the proper way to have 20 done that so that the shingles did not droop, what 21 would have been the proper way? 22 A To cut them back to about three quarters 23 of an inch. 24 Q Okay. Please go ahead. 25 A Three quarters to one inch. That's it for	Page 78 1 the roof. Exhibit E, picture W&H 042. This is a 2 bathroom, which there is a little bit of plumbing 3 and a little bit of drywall and new receptacle 4 installed and the can light. Two can lights in the 5 ceiling. See shower head in the back. There's 6 nothing done except the receptacle, the two cans and 7 a little bit of drywall. I don't know what plumbing 8 was done. 9 W&H 043, this is the other bathroom. 10 I think, was referred to as the son's bathroom. As 11 you can see, there's some switches installed with 12 new wire. A vanity in the back, which I'll refer to 13 in a minute. And the plumbing, I can't tell if 14 that's old plumbing or new plumbing, but it's not 15 complete at that time. 16 W&H 044, that's the vanity in that 17 room. As you can tell, I just pulled it out and 18 took pictures. It wasn't fastened. W&H 045, that 19 is the kitchen. I think that's the kitchen. 20 There's no cabinets. I might be wrong on that. Can 21 Mr. Milligan tell me what room that is? 22 Q You go ahead. You can't ask him right 23 now. I can go over those with him. 24 A Okay. There's no cabinets installed, no 25 countertops, no plumbing. Nothing there. Exhibit
Page 79 1 F, kitchen and flooring. W&H 047, this is the 2 kitchen. I don't see any work has been done except 3 for the ceiling, they wired a new light. Excuse me. 4 I had it turned sideways. That's a switch wired in. 5 No cabinets and a little bit of drywall work. 6 W&H 048 shows the condition of the 7 floor. This is at the back door. There's rotten 8 wood on the floor, subfloor. W&H 049 appears to be 9 a duplicate picture. Well, same area. Showing the 10 rotten wood and condition of the drywall. 11 W&H 050, the next picture I refer to 12 will show you the back left. That's actually a 13 3-inch step-up. I don't know what it is, but they 14 were supposed to even -- level out floors, I 15 think -- 16 Q If you would show the judge what you're 17 talking about, please. 18 A This area, this next picture will show 19 where I have a tape measure on it. W&H 051, that's 20 that same area that shows the 3-inch step-up. W&H 21 052, it's another area of the floor that shows an 22 inch and a half difference step-up in the floor, 23 W&H 053, is another area that's 24 almost 5 inches uneven. That's it for flooring. 25 Exhibit G, electrical.	Page 80 1 Q What's that number? 2 A I'm sorry. W&H 054. 3 Q Yes, sir. 4 A Per contract, 12 can lights to be 5 installed. There were changes to the contract for 6 added lights. That's per the contract. Changes for 7 rewire with an estimated cost of \$3,900. W&H 055 8 shows the old wiring still in place. W&H 056, 9 that's the breaker box, and the only new wires 10 coming to the breaker box at that time were the ones 11 you see that are yellow. 12 W&H 057 shows old wiring still in 13 place. W&H 058 shows old wiring with an older 14 receptacle still in place, and that is all I have. 15 Q 059? You have 059? 16 A 059, I'm sorry. W&H 059, it's been over a 17 year. So I really don't know what this one is 18 reflecting, but it's in the electrical. There's 19 no -- no AC unit installed. That was it. 20 Q 060 you've already testified to, correct? 21 A Sir? 22 Q You have already testified to the last, 23 060, 061 and 062? 24 A Yes, sir. 25 Q Yeah.

20 (Pages 77 to 80)

Page 81 1 A Those were the recent pictures. 2 Q Okay. Mr. Johnson, do you have an opinion 3 as to the value of the work that was done in its 4 present condition? Let me ask you this: Would it 5 pass code? 6 A As it sits, no. 7 Q Okay. And you were going to -- go ahead 8 -- I submit to you there's a cost and there's a 9 value. Okay? The cost of it has been established. 10 What I'm trying to establish is the value of it. 11 A Well, the roof, it has new shingles but 12 they have to come off to level the roof properly. 13 The fascia now has to come off because it's 14 deteriorating because it was untreated and never had 15 been painted or covered. Windows have to all come 16 out and be installed properly with new wood around 17 every window because it's rotten. No flooring has 18 been done with all -- I think, in one of the back -- 19 one of the back bedrooms, I think some new subfloor 20 has been put in in that room. 21 Can lights had been installed and new 22 wire ran to the breaker box. A little bit, very 23 little, drywall had been done in the laundry room, 24 and that's the room attached to the addition, which 25 is covered in mold and holds an inch-plus of water.	Page 82 1 which is being sucked back into the drywall. 2 Q And does it have a foundation? 3 A And that, no. Needs a footer underneath 4 that that has to be done. Doors have been changed 5 to being 7 foot 6 tall. Wall has been removed. The 6 bathrooms have some drywall work, a little bit of 7 electrical, and, basically, that's it for as far as 8 remodeling the bathroom. The entry has been framed 9 in from the bedroom to the bathroom. No painting 10 has been done. No AC unit had been installed. 11 You asked about cost and value, I 12 don't -- there's no value if you have to take it 13 apart again. 14 Q So it's your testimony here then as an 15 expert, the value of the work done here is 16 miniscule, if any at all? 17 A Everything but the can lights that been 18 rewired. Some drywall work has been done. Walls 19 have been sanded. Some new drywall has been 20 installed, excluding the new and the addition and 21 the laundry room, which has to be torn out because 22 it's ruined. 23 Q Right. 24 A That's basically all that's been complete 25 is the can lighting. Windows have to come out.
Page 83 1 We've already been over that, and, then, on the 2 changes -- I'm referring to the contract. Front 3 deck still needs handrails. Has to be permanently 4 attached somehow. Rotten wood has to be removed to 5 get to the seal, the outside band to replace that. 6 Rewire -- the only thing rewired is a couple of 7 receptacles in the can lighting, and that's all new. 8 Floor joist in the bedroom, I didn't 9 crawl under the house. So I can't speak for that, 10 but that's where I saw the new subfloor. So they 11 did put new subfloor. I can't speak for the joist 12 because I didn't go under it. 13 Q Okay. 14 A I don't know what extra drywall is, but 15 closet in the master is not complete. Raised 16 ceiling in master, I think that had been done. 17 Added the can lights. Extended the bedroom. I'm 18 assuming that's the one we referred to as an 19 addition. That's the only extension I saw in the 20 house. 21 Q Okay. 22 A Add closet and cabinet in the bedroom. I 23 can't speak for the closet. I didn't notice any 24 cabinets. No kitchen cabinets. That's in the 25 contract.	Page 84 1 MR. WILLIAMS: Your Honor, at this time, 2 we would move to admit Mr. Johnson's report as 3 our Exhibit, I guess, 1. Our Exhibit 1. 4 (Defendant's Deposition Exhibit No. 1 5 was marked for identification.) 6 THE COURT: Any objection? 7 MS. WILSON: No, Your Honor. 8 THE COURT: Entered without an objection 9 Defendant's 1 in its entirety, including the 10 photographs. 11 MR. WILLIAMS: And do you have that? He's 12 got his copy if you've got that. Okay. Do we 13 need to mark his? 14 THE COURT: Mark his as the exhibit. 15 MR. WILLIAMS: Put that back together, 16 please, sir, if you can. Your Honor, I have a 17 clean copy here. I would submit to the 18 Court -- confirm to the Court that this is what 19 he just testified from. 20 THE COURT: All right. Any objection to 21 using that one for the official copy? 22 MS. WILSON: No, Your Honor. 23 THE COURT: Okay. We'll mark that -- let 24 the court reporter mark that as Number 1. Any 25 further questions, Mr. Williams, for this

21 (Pages 81 to 84)

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1 witness? 2 MR. WILLIAMS: Yes, sir. 3 THE COURT: Okay. 4 BY MR. WILLIAMS: 5 Q Mr. Johnson, as a licensed contractor and 6 building inspector, in your opinion, was the work 7 done in a careful, diligent and workmanlike manner? 8 A No, sir. 9 Q And to bring that work up to code, is it 10 fair to say a lot of work has got to be done? 11 A Yes, sir. 12 Q The repairs? 13 A Yes. 14 Q Taken apart and put back together again 15 and -- 16 A Everything except the can lights and the 17 new receptacles. 18 MR. WILLIAMS: Okay, sir. Fine. I 19 believe those are all the questions I have, 20 Mr. Johnson. If one of these ladies has any 21 questions, you'll answer those, please. 22 THE WITNESS: Okay. 23 THE COURT: All right. Ms. Wilson? 24 25	1 EXAMINATION 2 BY MS. WILSON: 3 Q Mr. Johnson, is it correct that you have 4 been in this business for about 19 years? 5 A Since I was 15, and I'm 51, but I have 6 been licensed for 18, 19 years. 7 Q And in your course of practicing in this 8 area, isn't it common sometimes that you would just 9 secure property temporarily? 10 MR. WILLIAMS: I think he's entitled to 11 know what secure temporarily is. Your Honor. 12 A What area are you talking about? 13 THE COURT: Hang on. Yeah. Clarify the 14 question. 15 BY MS. WILSON: 16 Q So, like, we were talking about the deck 17 earlier. Sometimes you would put in steps that are 18 temporary. Sometimes, like, he hooked up the deck 19 temporarily. He didn't do it as a fix. So 20 sometimes things like that are done temporarily. 21 A In that case, yes. The deck could be 22 temporarily. 23 Q And, then, what's a reasonable way for a 24 deck to be built such as the one on Mr. Milligan's 25 property?
Page 87	Page 88
1 A Well, you attach it to the outer band of 2 the home with -- by through bolting. You can't use 3 16 penny nails, through bolt or lag bolt it through 4 the main band of the house. 5 Q And that would be if you're doing the 6 final product; is that correct? 7 A Yeah. 8 Q And, then, you heard Mr. Cumbee's 9 testimony earlier, correct? 10 A Yes, ma'am. 11 Q And you heard him testify several times 12 that the project was not complete; is that correct? 13 A Yes, ma'am. I heard him say that. 14 Q And then, you agree with that. You also 15 testified several times that things are incomplete? 16 A They are incomplete, yes. 17 Q So you're in agreement with Mr. Cumbee's 18 testimony? 19 MR. WILLIAMS: Objection, Your Honor. The 20 clarification of complete or incomplete or 21 temporary, I would like that clarified for the 22 witness. 23 THE COURT: Why don't you break your 24 question down for him to make sure we 25 understand what he may be agreeing to.	1 BY MS. WILSON: 2 Q Okay. For instance, when going through 3 the scope of the contract, Mr. Cumbee stated that 4 the project as a whole was an incomplete project. 5 Do you agree that it's also an incomplete project? 6 A Yeah. It's very incomplete. 7 Q Okay. I'm also going to show you what has 8 been identified as Plaintiff's Exhibit 1. This is 9 the contract -- this is the contract between the 10 defendant and Mr. Cumbee. Have you ever worked -- 11 when looking at the contract, have you ever worked 12 on a contract where draws were as needed? 13 A Yes. 14 Q And can you explain what a draw is? 15 A It's when you take a portion of the total 16 amount of money -- a portion of total amount of the 17 contract agreement. 18 Q And, then, what happens if the owner of 19 the property -- what happens if they stop making 20 those payments? 21 A Why would they stop making the payment? 22 Q I mean, for any reason. They might run 23 out of money. They just might not turn over the 24 money. 25 A Work would stop.

22 (Pages 85 to 88)

Page 89	Page 90
1 Q And is that common in your practice that, 2 if you aren't receiving the money, the work would 3 stop? 4 A It's never happened to me, but it's very 5 common. 6 Q And, then, earlier, you were testifying to 7 some of the pictures about the windows that had been 8 placed in on the project. So even if these windows 9 ended up having to be removed, they didn't 10 completely fit, aren't they still brand-new windows 11 that were paid for? 12 MR. WILLIAMS: Objection. Your Honor, he 13 wouldn't know whether they were paid for or 14 not. 15 BY MS. WILSON: 16 Q I'll rephrase. Were they brand-new 17 windows? 18 A They were brand-new windows. They 19 appeared to be brand-new windows. 20 Q And, then, earlier, looking at the 21 pictures you were going through, on W&H 039, you 22 were discussing the roof, and you said that the roof 23 had a dip of 8 inches. I saw in some other 24 pictures, you had a tape measure and actually went 25 out there and measured. Was this something that you	1 measured? How did you know it was 8 inches? 2 A I visually did it. 3 Q So it was -- 4 A Not with a tape measure. 5 Q It was just an estimate? 6 A 8-plus is my estimate, yeah. 7 Q Okay. And, then, is it also correct that 8 your inspection of this property -- was it done in 9 '20? 10 A I think it was 2021. 11 Q 2021. 12 A It hasn't been over a year, but I mean, 13 I'm under oath, and I don't really know. 14 Q So you think it was possibly 2021? 15 A Yes. 16 Q So when you went out there and inspected 17 it, this project had stopped approximately four 18 years before that? 19 A I have no clue when it stopped. I just 20 heard around Christmas of 2017, I think, '19. 21 Q So if it had said -- if the completion had 22 stopped in 2017, you went out some time in 2021. I 23 mean, estimating, that's about four years. So are 24 you really able to testify to the accuracy of what 25 had been done with such a gap? I mean, that was
Page 91	Page 92
1 four years since the project had actually been 2 completed? 3 A Maybe on the fascia board because time, 4 it's not completely dried in, the addition. So from 5 day one, it would rain in it. 6 Q So with that as well. I mean, it's been 7 four years. Are you really able to give a value to 8 the work that was done? 9 A Explain value. 10 Q Earlier, Mr. Williams was asking you about 11 the value, the work that had been done, what it 12 totaled to. Is there really a way for you to give a 13 value after a project had stopped four years before 14 you even got to look at it? 15 A Which area of the job are you talking 16 about? Like, the roof, that's done. 17 Q I mean, any part of the job. No matter 18 what, everything was done in 2017. 19 A Yes. 20 Q So is there a way to give a full value as 21 to any part of the job? 22 A Well, like, for example, the roof. 23 Nothing changed with the roof. So yeah. There is a 24 way to give a value. 25 Q How do you know that nothing changed in	1 the four years before you saw that nothing had -- 2 A I don't. 3 Q And, then, you had also testified earlier 4 that you said that certain things were completed 5 such as the wiring was complete, the doorways had 6 been raised, the can lights had been raised; is that 7 correct? 8 A The wiring was not complete. Just that 9 the can lights were installed with new wire, and 10 some switches and receptacle were put in with new 11 wire and ran to the breaker box. 12 Q So even with the things that were 13 complete, earlier you said they weren't really worth 14 anything. Wouldn't those still have a value to 15 them? 16 A Material, yeah. 17 Q So, you know, we went through that new 18 windows were going to cost something, the can lights 19 are going to cost something. Obviously, that's 20 going to be worth. What about labor that's put in? 21 A Well, if you have to take it back apart, I 22 don't know how you'd put a value with that because 23 you'd have demolition and, then, redoing it. So it 24 actually costs more to tear something apart and put 25 it back together than just putting it together first

23 (Pages 89 to 92)

Page 93 1 time. correct? If that's what you're asking. 2 Q Okay. So you're saying that there are 3 some things that had been done, but they need to be 4 removed. Are you able to say that that was because 5 of the work that Mr. Cumbee did, or had that been 6 the fact that the project had been sitting there for 7 four years untouched, or do you just not know? 8 A Like, some of the drywall that over time 9 has been saturated has to be replaced or fascia 10 board over time, yes. That happens over time, but 11 the back addition, like I said, needs a footer. 12 Rafters are not proper size. So none of that 13 changes with time. 14 MS. WILSON: That's all the questions that 15 we have, Your Honor. 16 THE COURT: Any redirect? 17 MR. WILLIAMS: Yes, sir. A couple. Your 18 Honor. 19 RE-DIRECT EXAMINATION 20 BY MR. WILLIAMS: 21 Q The addition on the back -- you said 22 there's not a footer there? 23 A Yes, sir. 24 Q That is -- would that be -- could I call 25 it a foundation around the outer edge?	Page 94 1 A Yes, sir. 2 Q And on the foundation then would be the 3 floor joists? 4 A Yes, sir. 5 Q Okay. 6 A Well, it depends if it's a raised footer. 7 Sometimes block. Sometimes you come up with a 8 footer. It depends on what the application is. 9 Q But the picture that you saw? 10 A It's just sitting on block on the ground. 11 Q Okay. And was that -- 12 A Which it'll settle over time. 13 Q The only way to correct that is what? 14 A You can do it while it's in place but it's 15 -- 16 Q Laborious? 17 A Yes, sir. 18 Q The proper way would be what? 19 A Dig a footer and build the structure. 20 Q But if the structure is there -- 21 A You've got to start with the foundation. 22 Q Right. So if the structure is there, 23 would it be the way to remove it and then put in 24 the -- how would you put in a footer with a 25 structure there?
Page 95 1 A Dig it by hand in place and pour it in 2 place. 3 Q So that would be time-consuming? 4 A Oh, yeah. 5 Q And that would not be the preferable to do 6 it, correct? 7 A No. Do it prior to putting the addition 8 on. 9 Q Okay, sir. Talking about the lights. 10 Could you flip -- you know, you said wire was run. 11 Could you turn on any of the lights? 12 A No, sir. Wires were just hanging out of 13 the walls. They were roughed in. 14 Q So there was more work to be done to get 15 the wires? 16 A Yes, sir. Switches had to be terminated 17 at the breaker box. 18 Q Electrical -- 19 A Electrical had not yet been done. 20 Q Okay, sir. Now, you said something about 21 band of the house. 22 A Sill. 23 Q The sill. So let me -- give me one 24 second. I want to look. I think it's toward the -- 25 if you would, and, Mr. Johnson, I'm going to show	Page 96 1 you what's been previously identified as W&H 004. 2 And is that you there? 3 A Yes, sir. 4 Q And what are you doing there? 5 A Sticking a screwdriver into the sill. The 6 outside band where the front deck is attached. 7 Q Okay, sir. Would that secure the deck? 8 A Huh-uh. 9 Q Is that a no? 10 A No. It would not secure the deck. 11 Q And to properly secure the deck, what 12 would need to have been done? 13 A In that application, you'd have to remove 14 the rotten beams and replace it with a new beam and 15 attach the deck with either through bolts or lag 16 bolt. 17 Q And would you have to then remove the deck 18 to put in the new? 19 A Definitely. 20 Q Okay. So you couldn't replace the rotten 21 wood without moving -- I mean, I know -- let me just 22 say this, the practical way to do -- 23 A Practical, yeah. 24 Q And most cost efficient way to do it? 25 A Taking the deck off.

24 (Pages 93 to 96)

Page 97 1 MR. WILLIAMS: Okay, sir. One second, 2 Your Honor. Your Honor, I think those are all 3 the questions I have of Mr. Johnson. Just 4 confirming his report has been entered as 5 Plaintiff's -- I mean, excuse me -- Defendant's 6 Exhibit Number 1. 7 THE COURT: All right. Ms. Wilson 8 anything in follow-up? 9 MS. WILSON: Yeah. Just a few questions. 10 Your Honor. 11 THE COURT: Certainly. Go ahead. 12 RE-EXAMINATION 13 BY MS. WILSON: 14 Q Mr. Johnson, have you ever heard of a 15 cantilever? 16 A Yes. 17 Q And is this an acceptable way to support a 18 foundation without actually laying down a 19 foundation? 20 A Cantilever is when you -- if it's an upper 21 deck -- well, you can't cantilever -- not that far. 22 He'd have to run a new floor joist into the existing 23 home to cantilever that far out, and that would be 24 an engineering question. I wouldn't be able to 25 answer that.	Page 98 1 Q So you didn't actually do that? 2 A Didn't do what? 3 Q Not you. Did Mr. Cumbee -- did he 4 actually do the new floor joisting? 5 A I have no idea who did them. It's in the 6 contract for him to be in charge of it. I don't 7 know who did the work. 8 Q And then, earlier, you mentioned some 9 uneven flooring. You never saw the project prior to 10 Mr. Cumbee working on it; is that correct? 11 A That's correct. 12 Q So you have no idea if Mr. Cumbee actually 13 caused that uneven flooring, if this was an issue 14 that was already there before he actually started 15 the project? 16 A No. He couldn't have caused this. It 17 just has not been leveled out as of the time of my 18 inspection. He didn't cause that 5 inch, no. 19 That -- I don't even know what that was. Something 20 was there prior to the start of the job. 21 Q And have you ever yourself -- have you 22 ever started a project, and, then, once you got in 23 working on the project, you noticed that there was 24 rotten wood that you couldn't have known was there 25 before the project started?
Page 99 1 A I specialize in real estate repairs. So 2 that's 99 percent of -- the case on 99 percent of my 3 jobs. 4 MS. WILSON: Those are all the questions 5 we have, Your Honor. 6 MR. WILLIAMS: Yes, sir. Just a couple 7 more. 8 THE COURT: Last shot, Mr. Williams. 9 MR. WILLIAMS: Just following up with her. 10 Your Honor. 11 RE-EXAMINATION 12 BY MR. WILLIAMS: 13 Q The picture -- and I have got so many 14 here, I think. Let me look. In picture W&H 006, 15 would that have been visible prior to starting the 16 repairs? 17 A Let me look. 18 MS. WILSON: Objection. Your Honor. 19 Speculation. 20 MR. WILLIAMS: Well, I mean, it's talking 21 about -- 22 THE COURT: That's probably speculation. 23 Would you rephrase that? 24 BY MR. WILLIAMS: 25 Q The sill appears to be very rotten, right?	Page 100 1 A Uh-huh. 2 Q Before the deck was attached, from what 3 you can see there, would that rotten sill have been 4 visible? 5 MS. WILSON: Objection. Your Honor. Still 6 speculation. He testified that he had never 7 seen the project before Mr. Cumbee. 8 THE COURT: I think the way he's asked the 9 question is proper. 10 A I never saw it before but this siding -- 11 well, it's clearly older siding -- well, I have no 12 way to answer that, I guess. 13 BY MR. WILLIAMS: 14 Q Okay. So let's assume, first, inspection 15 of the house before any work is done. Would that -- 16 something that rotten, would that have been 17 discoverable? 18 A Yes. 19 MR. WILLIAMS: Okay. Thank you, sir. 20 THE COURT: You can step down. 21 Mr. Johnson. Thank you. 22 THE WITNESS: Thank you. 23 THE COURT: Mr. Williams, what have you 24 got next? 25 MR. WILLIAMS: I have got Mr. Jimmy

25 (Pages 97 to 100)

Page 101 1 Henson, basically, on the same thing, and. 2 then, I have got a code enforcement officer 3 coming in, but he's on standby. So I don't 4 know if you want to break for lunch now or -- 5 THE COURT: That was going to be my 6 question. How long do you think it's going to 7 take for Mr. Henson for you? I don't want to 8 disrupt the flow too much by splitting -- 9 MR. WILLIAMS: Right. I would think 10 probably 20 minutes. 15, 20 minutes. He's 11 going to testify -- 12 THE COURT: How long are you going to 13 need, Ms. Wilson, for this next witness? 14 Ballpark. I'm not going to hold you to it. 15 MS. WILSON: Maybe five minutes. Your 16 Honor. 17 THE COURT: All right. Let's go ahead and 18 try to get this one done, and, then, we'll take 19 a break for lunch if that's okay with you-all. 20 MR. WILLIAMS: That's fine, Your Honor. 21 THE COURT: Mr. Henson, come on up. 22 JAMES WARREN HENSON, 23 having been first duly sworn, was examined and testified as 24 follows: 25 THE WITNESS: I do.	Page 102 1 THE COURT: Thank you, sir. Have a seat 2 and give your full name and your address for 3 the court reporter. 4 THE WITNESS: Name is James Warren Henson, 5 Jr. I live at 106 Kenton Place, Stratford 6 Forest, Goose Creek, South Carolina. 7 EXAMINATION OF JAMES HENSON 8 BY MR. WILLIAMS: 9 Q Mr. Henson, will you tell us a little bit 10 about yourself? Your education? Your work 11 experience? 12 A Yes, sir. I spent 53 years in education, 13 everything imaginable. Mostly principal, teacher, 14 but I also was a supervisor of maintenance 15 department, 144 men. I worked with them. I've also 16 been a judge for four years in magistrate courts, 17 and I'm a general contractor since 1998. Built a 18 lot of new houses and did a sizeable amount of 19 refurbishing. 20 Q Okay, sir. And if you would want to 21 refurbish a house, would you inspect it before you 22 started? 23 A Most definitely. 24 Q Okay. And if you -- before you gave any 25 cost estimates of whatever, that would be based on
Page 103 1 your inspection of what you're getting into? 2 A Unless we did a cost plus. That would be 3 the only way we would -- I would do it otherwise. 4 Q Okay, sir. You're not a magistrate now? 5 You're retired? 6 A No. I'm retired from that too and I'm 7 retired from the school business. 8 Q And doing construction work? 9 A Yes. 10 MR. WILLIAMS: And, Your Honor, at this 11 point, we would move to qualify Mr. Henson. 12 He's a contractor. He does -- he's testified 13 that he does remodeling repairs and an expert 14 in this matter. 15 THE WITNESS: Yes, sir. 16 THE COURT: Any objection? 17 MS. WILSON: No, Your Honor. 18 THE COURT: Entered without objection and 19 so qualified. 20 BY MR. WILLIAMS: 21 Q Mr. Henson, would you -- did you have the 22 opportunity to go and inspect the premises of Mr. 23 Milligan? 24 A I did. Maybe not to the extent that 25 Mr. Johnson did. I actually had a friend -- if I	Page 104 1 could tell the story. I had a friend that was 2 interested in that particular job and asked me would 3 I come look at it because he felt like somebody was 4 being abused. 5 Q Okay. 6 A And, at that time, I went out and looked 7 at the job, what had been done at that point where I 8 could see. Of course, I did not crawl up on the 9 roof. I'm 75 years old. Nor, did I go underneath 10 that little house at 75 years old, but I just looked 11 at what had been done that I could see. And the 12 very first thing that jumped out at me was the 13 decks. I mean, being very honest. And then, we 14 just kept walking through it, and, then, it started 15 raining and rain started pouring through this new 16 addition. And I looked up there and, then, 17 immediately realized there was some problems with 18 the size of rafters that we run. We run 2-by-4s, 19 and I knew the span required more, and it just 20 pyramided from that point. 21 Q Well, you wouldn't put 2-by-4 ceiling 22 joists in there only to later take them out? 23 A No. No. Absolute not. I can't imagine 24 why I would do anything like that unless a part had 25 not come in. That would be about the only thing.

26 (Pages 101 to 104)

Page 105 1 and that has been something that occurred a lot now. 2 Q But back then? 3 A Back then, no. 4 Q Okay. 5 A No. I can't imagine why you want to do 6 that. 7 Q Okay. If the work terminated in 2017. 8 approximately when did you go out and inspect? 9 A I'm not even sure how long. It's probably 10 2017, beginning of 2018. I really do not know. 11 Q Okay. 12 A Because it was just a friendship thing, 13 and it's exploded since then. 14 Q Okay. And then, in 2018, have you seen 15 Mr. Johnson's pictures in his report? 16 A Yes. I have. 17 Q Okay. And to the best of your 18 recollection, was that the condition of the house 19 generally when you saw it? 20 A Mr. Williams, it sure was. It was exactly 21 that, and I have to commend Mr. Johnson. He's done 22 an excellent job, a whole lot more than what I even 23 saw, but I saw many of the things that he has in 24 here. 25 Q Okay. And is there anything in addition	Page 106 1 to -- you say Mr. Johnson was a lot more thorough 2 than you? 3 A Yes. 4 Q Okay. But that you did -- they finished 5 work, they testified, in 2017. You went out there 6 in '18. Is that a fair statement? 7 A Close to that. I don't know the exact 8 date. 9 Q But it wasn't -- it wasn't 2022? 10 A No, sir. 11 Q Or '21? 12 A I have not been to the home since that 13 time. 14 Q Okay, sir. And according to Mr. Johnson's 15 report, which has been admitted as the Defendant's 16 Exhibit 1, do you have an opinion as to the 17 condition of the house based on his report? 18 A Restate that question. 19 Q Yes, sir. Does Mr. Johnson's report 20 accurately reflect the condition of the house when 21 you saw it? 22 A Most definitely, yes. Everything that he 23 had in there, plus he has more that I saw. Was -- I 24 mean, from windows, gaps at the bottom of the 25 windows, no sealant tape on windows. It just missed
Page 107 1 code all over. I even saw where the windows was 2 nailed with like two little nails, and they were not 3 roofing nails, which is what you use. And the very 4 first thing that inspector back there would do is he 5 goes around your house and looks at windows. Every 6 one of them is typically plugged with a nail. 7 That -- and then you tape. None of that was there. 8 MR. WILLIAMS: Okay, sir. Thank you, Mr. 9 Henson. The other side may have some questions 10 for you. 11 THE WITNESS: Sure. 12 THE COURT: Ms. Wilson? 13 EXAMINATION 14 BY MS. WILSON: 15 Q Mr. Henson, I just have a couple of 16 questions for you. So you testified you're not 17 exactly sure when your inspection took place. Could 18 have been 2017, 2018, 2019? 19 A It was after he had done some of the work. 20 I can tell you that. Windows were installed. There 21 was one that had a piece of OSB or something just 22 blocking because there was not a window in one. I 23 can tell you it was about that time. That should 24 give you a better idea. 25 Q So was your inspection -- was it after Mr.	Page 108 1 Cumbee had stopped working on the project? Was it 2 during? 3 A I don't know. I didn't know anything 4 about that until recently. I did not know it had 5 stopped -- stop work order had occurred. Whether -- 6 sometimes that's finances. Sometimes that's 7 inferior work, which I saw a lot of. I mean, I have 8 been in the kid business for years and been in high 9 schools and seen carpentry classes, and some of the 10 work that I saw there, I would have taken my 11 carpenter kids in high school instead of what I saw. 12 The quality. 13 Q And am I correct that you testified that 14 when you went out to make this visit that it was 15 raining on that day? 16 A It started raining as we were out there. 17 Yes, ma'am. 18 Q And do you think that maybe this was -- 19 was this the only time it had rained since then? I 20 mean, isn't it possible that it had rained before 21 and it's rained since then as well? 22 A Well, it was all back there where that 23 header and the 2-by-4s was. It was evidently a new 24 room was going to be added, and the mesh of the two 25 is where the water was coming down and pouring

27 (Pages 105 to 108)

Page 109	Page 110
1 inside for a very -- not a very strong rain. to be 2 honest with you. but it was a lot of water coming in 3 that house. which tells me there was a problem. 4 Q And, then, isn't it possible -- I know 5 that you talked about that there was also mold. 6 Isn't it possible that that rain -- obviously, it 7 came it, in created the moisture, and, then, mold 8 was created from there? 9 A I don't know that the mold was quite as 10 bad or I didn't know that one wall that Mr. Johnson 11 has got that's bad, and that would have been a 12 calling card for me to do something quickly. I 13 don't know that that was there at that time, but it 14 would form, as much as it was leaking, if somebody 15 did not correct it. Now, see, that gentleman could 16 have gone out there afterwards and corrected it. As 17 far as what I was doing, I was just the guy helping 18 someone. 19 Q So to your knowledge, it's not something 20 that Mr. Cumbee created? He didn't create that 21 mold? 22 A Well, someone built that addition, and the 23 attachment is where it was coming down from. I 24 don't know whether it was Mr. Cumbee or one of his 25 workers or -- that, I don't know.	1 Q And, then, with there being a leak, since 2 then, wouldn't it have been reasonable for Mr. 3 Milligan -- he could have hired someone to fix that 4 leak to stop what had -- what's created from it? 5 A I'm not sure what the motive -- what the 6 motive was originally. He had a son that was very 7 sick, who had been put in a wheelchair, and that he 8 was coming -- going through the house. And I could 9 see differences in height of floors. I could just 10 see a wheelchair being a major problem, but I don't 11 know if he hired somebody to correct that, whether 12 he did not. I was not in the picture. I could not 13 give you testimony to say that. 14 MS. WILSON: Nothing else. Your Honor. 15 THE COURT: Anything -- 16 MR. WILLIAMS: Nothing on redirect. Your 17 Honor. 18 THE COURT: Okay. You can step down, Mr. 19 Henson. 20 THE WITNESS: Thank you. 21 THE COURT: Thank you. 22 MR. WILLIAMS: We have got Mr. Milligan 23 and one, two, maybe three, depending on the -- 24 I think one of the -- one of the witnesses can 25 cover both parties, the County and the Town.
Page 111	Page 112
1 okay, as far as permits and things would go. 2 But it's the guy who was a Town inspector back 3 then who issued the stop work order and -- 4 THE COURT: So basically two. So we'll 5 break for lunch now. Is that all right? 6 MR. WILLIAMS: Yes, sir. That'd be good. 7 (There was a pause in the 8 proceeding.) 9 THE COURT: Still your case. 10 MR. WILLIAMS: Call Mr. Chad Kelly. 11 THE COURT: Mr. Kelly, come on up. Good 12 afternoon, Mr. Kelly. 13 THE WITNESS: Good afternoon. 14 CHAD KELLY, 15 having been first duly sworn, was examined and testified as 16 follows: 17 THE WITNESS: Yes, Your Honor. 18 THE COURT: Thank you, sir. Give your 19 full name and your address for court reporter, 20 please. 21 THE WITNESS: Chad Kelly, 127 Kitfield 22 Road in Moncks Corner. 23 THE COURT: Thank you, Mr. Kelly. 24 Mr. Williams, your witness. 25 EXAMINATION OF CHAD KELLY	1 BY MR. WILLIAMS: 2 Q Thank you, Your Honor. Mr. Kelly, what 3 was your job in 2017, '18 and '19? 4 A I was the chief building official and 5 chief fire marshal for the Town of Moncks Corner. 6 Q And in the course of that job, did you 7 have any contact with Mr. Milligan? 8 A Yes, I did. 9 Q And would you please tell us what that was 10 about, please? 11 A Work on a home with no permits, no 12 business licenses. 13 Q Okay. How'd you come to see Mr. -- have 14 contact with Mr. Milligan? 15 A I had a contractor contact me about 16 licenses on the home to make sure he was covered 17 underneath the license or the permit that he thought 18 had already been pulled, and, then, Mr. Milligan 19 came in also. 20 Q And Mr. Milligan -- and as a result of Mr. 21 Milligan coming in -- what did you do? 22 A I went out to the house, met with him and 23 Mr. Cumbee to find out the -- Mr. Cumbee stated that 24 he had permits and licenses from the County. 25 Explained to him that it needed to be from the Town

Page 113 1 also. Did a little bit more research, found out 2 there hadn't been any issued by the County, and told 3 him I needed plans and to get permitting done. And 4 that there would be a no-permit fee attached to the 5 permit as well. 6 Q Okay. So he had not gotten a permit with 7 the Town, correct? 8 A No, sir. 9 Q Didn't have a license with the Town? 10 A No, sir. 11 Q Okay. But he told you that he had one 12 with the County? 13 A Right. 14 Q And your research found that none existed? 15 A Correct. 16 Q And so he lied to you? 17 A Yes, sir. 18 Q Okay. Were there any other incidents 19 about that he -- did he -- did something that he 20 told you about the County -- did that get your 21 attention? 22 A That he had a business license from the 23 County. 24 Q And why did that get your attention? 25 A The County doesn't do business licenses.	Page 114 1 Q So he lied about that? 2 A Uh-huh. 3 Q Now, what would it have taken -- and 4 that's a yes, correct? 5 A Yes, sir. 6 Q What would it have taken for him to resume 7 work on the property? 8 A I had needed plans, done a plan review, 9 and, then, he would have to get permits and Town 10 business license. 11 Q So when you say plans and plans review, 12 tell me what -- 13 A The plans on the work to be conducted on 14 the house to -- and then, plan review is to ensure 15 the plans meet code before issuing the permit. 16 Q Okay. So for him to continue, there was 17 more information he had to give to you? 18 A Right. 19 Q And what constitutes plans? 20 A The drawings and specifications of the 21 work to be done. 22 Q Okay. And he never produced those? 23 A No, sir. 24 Q Okay. And the Town charged him? 25 A Yes, sir. It was turned over to the
Page 115 1 police department. 2 Q Okay. And you have the records and the 3 result of that? 4 A I have the incident report. That's it. 5 Q Okay. Mr. Kelly, just without running it 6 into the ground, for Mr. Cumbee to have done any 7 further work on that house, there were a lot of 8 things he had to do with you? 9 A Yes, sir. 10 Q Okay. And the Town would not have issued 11 a permit without those plans and drawings? 12 A Correct. 13 MR. WILLIAMS: Okay, sir. Thank you. 14 Mr. Kelly. Thank you. I think that's all that 15 I have. 16 THE WITNESS: Yes, sir. 17 MR. WILLIAMS: If the other side has any 18 questions? 19 THE COURT: Ms. Wilson? 20 EXAMINATION 21 BY MS. WILSON: 22 Q Just a couple of questions for you. 23 Mr. Kelly. 24 A Okay. 25 Q For all the jobs, do you need a permit?	Page 116 1 A There is a list in the code of what does 2 not require a permit, but additions, changing out 3 windows, that kind of stuff does. 4 Q So is there ever a situation where you 5 might start a project and not need a permit, and, 6 then, as you get further into the project, things 7 change, and you realize that you could need one? 8 A With that list, pretty much the work he 9 was doing would require permits outside of pretty 10 much painting and that kind of stuff. 11 MS. WILSON: Okay. That's all the 12 questions I have, Your Honor. 13 THE COURT: All right. Mr. Williams. 14 RE-EXAMINATION 15 BY MR. WILLIAMS: 16 Q You just made one comment. You said with 17 that list, you're talking about the contract? 18 A No, sir. I'm talking about there's a list 19 in Chapter I of the code that has what does not 20 require permits. 21 Q Okay. Let me show you this exhibit, and 22 were most of the items on there require a permit? 23 A The roof would. Fascia may or may not. 24 Windows would. Flooring not necessarily. Can 25 lights, yes. Remodel laundry room, yes. Changing

Page 117 1 the doors would. Remove a wall definitely would. 2 Remodel of bathrooms definitely would. Making new 3 entry would. Painting the house would not, and 4 replacing AC, just the condenser probably would not. 5 Q Okay, sir. There's a third page on that. 6 And would you -- 7 A The front deck would. Rewiring would. 8 Replacing the floor joists, possibly. Walls in the 9 kitchen, yes. Drywall not necessarily. I don't 10 understand what closet in the master -- the extent 11 of that would be. So it may or may not. 12 Raising the ceiling would. Adding of 13 can lights would. Extending a bedroom would. 14 Adding closet and cabinet in bedroom, I assume 15 that's just cabinetry. Cabinetry would not. 16 Q Okay. Sir. Thank you, sir. 17 A Yes, sir. 18 MR. WILLIAMS: Those are all the questions 19 that I have. 20 THE COURT: Any follow-up, Ms. Wilson? 21 MS. WILSON: No, Your Honor. 22 THE COURT: You can step down. Thank you. 23 THE WITNESS: Yes, sir. 24 MR. WILLIAMS: Your Honor, for the record, 25 he was under subpoena. So he's good to go.	Page 118 1 THE COURT: All right. You are released. 2 THE WITNESS: Thank you, Your Honor. 3 THE COURT: You can certainly stay if you 4 want to, but you're released to go if you wish. 5 THE WITNESS: Yes, sir. 6 THE COURT: All right. Mr. Williams? 7 MR. WILLIAMS: We would call Mr. Milligan 8 as the plaintiff, defendant, whatever. 9 THE COURT: Mr. Milligan, come on back up. 10 Let me remind you were under before, and you're 11 still under oath now. All right? 12 THE WITNESS: Yes, sir. 13 EXAMINATION OF BERNARD MILLIGAN 14 BY MR. WILLIAMS: 15 Q Okay. Mr. Milligan, as the judge said, 16 you're still under oath from your earlier one. 17 Mr. Milligan, when did you meet Steve 18 Cumbee? Let me rephrase that. How did you meet 19 Steve Cumbee? 20 A I did some research. I found him through 21 HomeAdvisor. 22 Q Okay. And for what purpose? 23 A To do some remodeling in my home. 24 Q Okay. And what home was this? 25 A The 306 South Live Oak Drive in Moncks
Page 119 1 Corner. 2 Q Okay. What was the condition of the house 3 when you talked with Mr. Cumbee? 4 A It was liveable. There were people living 5 in the house when I spoke with him. My son -- 6 Q Okay. Well, what did you plan to do with 7 the house? 8 A Just -- I was going to move in the house 9 with my son after I had some minor work done to it. 10 Q Okay. 11 A Like I said, my son was very sick. The 12 son -- the house was left to me. I inherited it. 13 and my son wanted to be back in the house because 14 that's where he grew up with his mom and his 15 grandmother. They both passed away. He was living 16 with me in Goose Creek, but that's not where he 17 wanted to be. He wasn't happy there, and I was 18 trying to accommodate. Trying to make him happy. 19 So I wanted to put some money into 20 the house and get it to some kind of standard where 21 him and I could live in it together. 22 Q And this -- I'm going to show you what's 23 been marked Plaintiff's Exhibit Number 1. It is the 24 contract. Who drew that contract? 25 A Mr. Cumbee.	Page 120 1 Q Okay, sir. And was the work that was 2 called for on the contract -- was it done? 3 A No. 4 Q Okay. What was not done? 5 A The work was started but nothing was 6 completed. 7 Q Okay. What caused you some concern? 8 A I got concerned when he started doing the 9 addition because the work requires 2-by-6s, I think, 10 and I was seeing 2-by-4s up there. That was my 11 concern. That's when I stopped and went to a 12 building inspector and had him come over and inspect 13 the work. 14 Q Okay. What about the windows? 15 A The windows were all done incorrectly. I 16 knew that. The building inspector just came and 17 confirmed it. 18 Q Okay, sir. And what else -- let me ask 19 you this: How much money have you paid Mr. Cumbee? 20 A In total? 21 Q Yeah. 22 A I think it's 32,000 or 35,000 I paid him. 23 Q And what is the status of your house now? 24 A It's unliveable. 25 Q Okay. Did you ever discuss with Mr.

30 (Pages 117 to 120)

Page 121	Page 122
1 Cumbee living in the house while the repairs were 2 being made? 3 A No. There were people in the house when 4 him and I first walked the house a couple of times. 5 and I told him, you know, my son was going to be 6 coming with me. The tenant, he was on a month to 7 month. At the end of his term, he was going to move 8 out. The tenant moved out before the end of the 9 month. 10 Q Okay. And to start the work, what was 11 required of you? 12 A \$18,500. 13 Q Okay. And did you ever see any plans, 14 drawings or anything -- 15 A No. 16 Q -- for the house? 17 A No. 18 Q Any we'll do this, we'll do that? 19 A No. 20 Q Okay. Mr. Milligan, what is the present 21 condition of your house? 22 A It's totally unliveable. There's no 23 bathroom. There's no kitchen. Nothing -- no 24 toilets. No sinks. Nothing. Everything was ripped 25 out.	1 Q Did you just hear Mr. Kelly testify? 2 A Uh-huh. 3 Q What happened after Mr. Kelly came to the 4 house? 5 A Well, he stopped work on the house. 6 Nothing else happened after Mr. Kelly came to the 7 house, and nothing else was done to the house. 8 Q And did Mr. Cumbee tell you he wasn't 9 going to do any more work on the house? 10 A Well, he -- I think the day after 11 Mr. Kelly came, Mr. Cumbee called me and wanted to 12 know, you know, why was the building inspector 13 called in and I told him because I didn't think the 14 work was, you know, sufficient, and he's like -- he 15 told me that I still owed him money, and if I didn't 16 pay him the money, he was going to put a lien on 17 both my houses. 18 Q Okay. That's your house in Goose Creek 19 too? 20 A Yes. 21 Q Okay, sir. And so what happened? 22 A That's when I came to you and told you 23 what was going on. 24 Q Okay, sir. 25 A I never spoke to Mr. Cumbee after that
Page 123	Page 124
1 day. 2 Q Excuse me? 3 A I never spoke to him after that day. 4 Q And he never got back to you until he 5 filed a lawsuit? 6 A Exactly. 7 Q Did he ever discuss the quality of the 8 work with you or what your concerns were with the 9 work? 10 A No. 11 Q He just said, give me more money. I'm not 12 doing anything? 13 A Yes. Pretty much. 14 Q You have heard both of the inspectors, Mr. 15 Henson and Mr. Johnson, and you've heard what they 16 pointed out of the defects. Do you have any -- any 17 difference in that? Any dispute with it? In your 18 opinion, is that an accurate condition of the house? 19 A Yes, sir. Everything is accurate what 20 that described. The only thing -- Mr. Cumbee 21 mentioned that there was plumbing done. There was 22 no plumbing done. 23 Q Okay. 24 A The only plumbing done was the 25 deconstruction of the bathrooms and the kitchen.	1 Q Taking them out? 2 A Taking them out. 3 Q What do you want this Court to do for you, 4 Mr. Milligan? 5 A Well, I feel that I paid money for 6 nothing. I'd like to have my money back. 7 Q Okay. And that, you have paid him a total 8 of how much? 9 A 35,000. 10 Q And in your opinion, what is the value of 11 the work he has done to your house? 12 A There is no value. 13 Q Okay. And so you're asking this Court to 14 refund -- order him to refund your money? 15 A Yes, sir. 16 Q And what about the money he claims you owe 17 him? 18 A I don't him owe him any money. 19 Q Okay. So you want the Court to deny that 20 and -- 21 A Yes, sir. 22 Q -- grant an order giving you your money 23 back? 24 A Yes, sir. 25 Q Mr. Milligan, is there anything else that

31 (Pages 121 to 124)

Page 125 1 you want to tell Court? Anything that you want to 2 say about this? Any comments, memories, whatever? 3 A No. I think you covered everything. 4 MR. WILLIAMS: Mr. Milligan, thank you. 5 sir. I think you got right to the point. 6 Thank you. 7 THE WITNESS: Thank you. 8 THE COURT: Ms. Wilson? 9 MS. WILSON: Yes, Your Honor. 10 EXAMINATION 11 BY MS. WILSON: 12 Q I have a couple more questions, Mr. 13 Milligan. First, I'm going to hand up to you what's 14 been marked as Plaintiff's Exhibit 1, and this is 15 the contract between yourself and Mr. Cumbee and 16 Palmetto Kitchen & Remodeling; is that correct? 17 A Yes. 18 Q And on the second page of the contract, 19 that's your signature, isn't it? 20 A Yes. 21 Q So when you signed this contract, looking 22 on the second page, you knew that you were signing 23 the contract on a draw on an as-needed basis? 24 A Well, I was under the impression that 25 Steven told me the 18,500 that I gave him was going	Page 126 1 to be deposited into an account, and he was going to 2 be drawing from that as he needed. 3 Q So the contract says here -- says deposit 4 of 50 percent 18,250; is that correct? 5 A Right. 6 Q Then, second, draws as needed as work 7 progresses. 8 A Right. 9 Q Correct? 10 A Yes. 11 Q Are those not two separate things? 12 A I was under the impression it was one, but 13 it looks like it is two different things. 14 Q Well, because you guys have the total for 15 the contract as \$36,500; is that correct? 16 A Uh-huh. 17 Q So you did pay the deposit before the 18 project began, and, then, the draws as needed would 19 happen as the work progressed; is that correct? 20 A Right. 21 Q And so Mr. Cumbee would come to you and 22 say, hey, this is how much we need in order to take 23 the next step in the project? 24 A Like I said, I was under the impression 25 the 18,250 was going to be deposited into an
Page 127 1 account, and when he needed money, he would go there 2 and get money as he needed as the work progressed. 3 Q In looking at the first page of the 4 contract, it looks like first page and, then, 5 there's a little listed on the second page. That 6 was everything that was on the original contract; is 7 that correct? 8 A Yes. 9 Q And you testified earlier that the 10 original contract work was for some minor work stuff 11 that needed to be done in the house to bring it up 12 to higher standards; is that correct? 13 A Uh-huh. 14 Q Would you really consider everything 15 that's listed here -- would you say that that's 16 minor work? I mean, it totals 36,500. 17 A No. It's -- my terminology phrase is 18 probably not correct. It's not minor work. It's a 19 lot of work. 20 Q So you would say that this was a major 21 project? 22 A Yeah. 23 Q And so since this was a major project, you 24 wouldn't expect that the house would have been 25 liveable during this time with how much needed to be	Page 128 1 done? 2 A That was never an expectation. I didn't 3 expect to live in the house while the work was being 4 done. 5 Q And with everything that was done, we 6 agreed earlier, did we not, that Mr. Cumbee worked 7 on the house for approximately maybe two months, 8 maybe a little longer? 9 A Approximately. 10 MS. WILSON: Those are all the questions I 11 have, Your Honor. 12 THE COURT: Mr. Williams, any follow-up? 13 MR. WILLIAMS: Yes. 14 RE-EXAMINATION 15 BY MR. WILLIAMS: 16 Q And, again, Mr. Milligan, Mr. Cumbee quit 17 work, right? 18 A Yes. 19 Q You didn't tell him get off my property 20 and don't ever come back? 21 A No. 22 MR. WILLIAMS: Okay. Thank you, Your 23 Honor. That's all the questions that I have. 24 THE COURT: You can step down. 25 Mr. Williams?

32 (Pages 125 to 128)

Page 129 1 MR. WILLIAMS: Yes, sir. We have one, 2 maybe two questions. Maybe one more witness 3 after this one. 4 THE COURT: Tell me your name. 5 THE WITNESS: Tony Renn. 6 TONY RENN, 7 having been first duly sworn, was examined and testified as 8 follows: 9 THE WITNESS: Yes, sir. 10 THE COURT: Thank you, sir. Give your 11 full name and your address for the court 12 reporter. 13 THE WITNESS: Tony Renn, 1736 Doctor Evans 14 Road, Moncks Corner, South Carolina. 15 EXAMINATION OF TONY RENN 16 BY MR. WILLIAMS: 17 Q Doctor Evans Roads? 18 A Doctor Evans Road, yes. 19 Q Okay, sir. Mr. Renn, tell me, have you 20 ever had any prior contacts or experiences with 21 Steve Cumbee? 22 A Yes, sir. I have. 23 Q Please tell us about those, please. 24 A Me and my wife were building a house, and 25 we contracted Mr. Cumbee to do our kitchen cabinets	Page 130 1 and the bathroom cabinets. 2 Q Okay. And did you have a contract or 3 anything with him? 4 A Yes, sir. We did. 5 Q And what was -- what work was done? 6 A He was installing the cabinets. I think 7 me and my wife had made a down payment on the work 8 to be done, and we stopped the work in the process. 9 It was -- the quality of the work was no good. 10 Q How much money did you pay him? 11 A I think it was like \$100 or so shy of 12 9,000. 13 Q So about \$8,900? 14 A Yes, sir. About. 15 Q Okay. Tell me about the work. 16 A It was very poor quality. The doors on 17 the cabinets were unlevel. The wood where they had 18 screwed the hinges on was splitting. Gaps in the 19 cabinets where the doors would shut. Just very poor 20 quality. 21 Q Was that Mr. Cumbee doing the work or 22 somebody else? 23 A Someone else. The only time we seen Steve 24 was when he wanted money. 25 Q Okay. And the work that this -- your
Page 131 1 understanding was he was working for Mr. Cumbee? He 2 was an employee of Mr. Cumbee? 3 A I'm assuming. Yes, sir. I never met him. 4 Me and my wife were under the impression that Steve 5 was going to be doing the work, but he -- this guy 6 showed up, and he was the one doing the work. 7 Q And were you able to use the product he 8 produced? 9 A No, sir. I ended up burning the cabinets. 10 I hired a new cabinet guy. They were unusable. Or 11 it would cost more to fix what he had put up than 12 just tear them out and replace with new. 13 Q Okay, sir. So did he ever follow up with 14 you? Did he ever say anything to you? Did you ever 15 discuss the quality of it? 16 A He knew we were unsatisfied with the 17 quality, but like I said, the only time -- really, I 18 think we went to his house one time because this 19 other guy was at the house and it was money. Need 20 money. 21 Q So every time you talked to him, it was 22 more money? 23 A Yes, sir. 24 Q And the work was substandard? 25 A Yes, sir. They couldn't be -- yes,	Page 132 1 Not -- yes, sir. They were poor quality. 2 Q Okay. And do you know of any other 3 incidents with Mr. Cumbee that this happened? 4 A Pretty much anybody you talked to that's 5 had dealings with him. 6 Q Okay, sir. 7 A From what I understand. Now, I didn't 8 know it in the beginning, but after the work that 9 was done for me, yes, sir. Everybody that I talked 10 to told me that. 11 Q So it had happened more than once? 12 A Yes, sir. Other than me. Yes, sir. 13 Q Yes, sir. And more than twice? 14 A Yes, sir. 15 MR. WILLIAMS: Okay, sir. Fine. 16 Mr. Renn, those are all of the questions that I 17 have. Thank you. 18 THE COURT: Ms. Wilson, any questions? 19 MS. WILSON: Yes, Your Honor. 20 EXAMINATION 21 BY MS. WILSON: 22 Q I have just a couple of questions for you. 23 A Yes, ma'am. 24 Q When did this situation that you're 25 talking about with your contract with Mr. Cumbee --

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Page 133 1 when did this take place? 2 A 2018. 3 Q In 2018? 4 A I assume. I'm not -- yeah. Yes, sir. 5 It's been three or four years ago. Yes, ma'am. 6 Q Okay. And when this situation happened 7 with the putting in cabinets and the painting and 8 stuff, did you ever file a complaint with the LLR 9 board against Mr. Cumbee? 10 A No, ma'am. 11 Q Did you ever file a complaint for a 12 lawsuit or any type of official complaint at all? 13 A No. 14 Q All right. So it's been a couple of 15 years. You have never filed a complaint against Mr. 16 Cumbee. Why was that? 17 A You want the truth? I mean, I'll tell you 18 what. Everybody tells me he ain't got nothing. So 19 what do you do? You just take a loss. That's what 20 they was telling me. People that's had dealings 21 with him. 22 Q And with your contract, did you actually 23 pay Mr. Cumbee the full amount of your contract that 24 was owed? 25 A We give him \$5,000 down payment, and I was	Page 134 1 unsatisfied but my wife said that we'd make a second 2 payment on it. That he would get them fixed or 3 straightened out or whatever, but I was against that 4 and as far as giving him the second payment. But I 5 went along with my wife, and we gave him a second 6 payment. 7 Q And was that the full contract? 8 A No, ma'am. 9 Q Did you pay Mr. Cumbee for all the work 10 that he had done on the contract? 11 A The work he done was no good, ma'am. I 12 paid for nothing. 13 Q And then, am I correct that you testified 14 earlier that you were maybe unsure who did the work? 15 That you think it was possibly a subcontractor, or 16 it wasn't Mr. Cumbee himself that did the work? 17 A He wasn't at my house doing the work. 18 There was someone else that was doing it. I assumed 19 he fired him or he worked for him or whatever. 20 Q So you're just assuming that it was maybe 21 a subcontractor? You don't know? 22 A I don't know. 23 Q So you don't know if Mr. Cumbee was 24 actually the one that was responsible for it? 25 A He was who I paid. Yes, ma'am.
Page 135 1 MS. WILSON: Those are all the questions I 2 have, Your Honor. 3 THE COURT: Mr. Williams, any follow-up? 4 RE-EXAMINATION 5 BY MR. WILLIAMS: 6 Q On redirect. 7 A Yes, sir. 8 Q Look at that, please. 9 A Yes, sir. 10 MS. WILSON: Your Honor -- 11 BY MR. WILLIAMS: 12 Q And what is that, Mr. Renn? 13 THE COURT: Hold on. Are you objecting? 14 MS. WILSON: I need a copy. I don't know 15 what was showed to him. 16 THE COURT: Mr. Williams, why don't you 17 share with Ms. Wilson what you have got. 18 MR. WILLIAMS: Your Honor, for some 19 reason, this is the only copy we have. 20 BY MR. WILLIAMS: 21 Q But tell me what that says, Mr. Renn. 22 A Okay. It's a 50 percent deposit and -- I 23 don't have my glasses. On 2-16-18, we paid him -- 24 Q Do you need some glasses? 25 A I can't see, Mr. Williams. I apologize.	Page 136 1 Q No. That's okay. That's why I have them. 2 A Okay. Now, I can see. I apologize. On 3 2-16-18 we paid him with a check \$5,890. That was 4 the 50 percent deposit. The second payment was paid 5 on 2-27-18 by check of \$3,000, and then, that's all 6 we had paid him, Mr. Williams. 7 Q Okay. Let me just ask you this. 8 A Yes, sir. 9 Q What name is there? 10 A Steve Cumbee as a scribble. I guess 11 that's his signature. 12 Q Yeah. Did you prepare this? 13 A Mr. Cumbee did. 14 MR. WILLIAMS: Okay. Thank you. Your 15 Honor, for Plaintiff's 2. 16 THE COURT: You're asking that be 17 introduced? 18 MR. WILLIAMS: Yes, sir. 19 THE COURT: Okay. Any objection to -- I 20 guess that's Defendant's Number 2. 21 MR. WILLIAMS: Yes, sir. 22 THE COURT: Any objection to Defendant's 23 Number 2 from plaintiff? 24 MS. WILSON: No, Your Honor. 25 THE COURT: Without objection.

Page 137 1 (Defendant's Deposition Exhibit No. 2 2 was marked for identification.) 3 BY MR. WILLIAMS: 4 Q Mr. Renn, repeating, the work that was 5 done under your contract with Steve Cumbee was 6 worthless? 7 A Yes, sir. We -- I burned them. They were 8 destroyed. Yes, sir. 9 Q Okay. 10 A They were no good. 11 MR. WILLIAMS: Fine. Those are all the 12 questions I have of you, Mr. Renn. 13 THE WITNESS: Yes, sir. 14 THE COURT: Any cross? 15 MS. WILSON: Just a few questions, Your 16 Honor. 17 RE-EXAMINATION 18 BY MS. WILSON: 19 Q I just want to be clear. With the project 20 that you contracted for with Mr. Cumbee and Palmetto 21 Kitchen & Remodeling, this was never completed; is 22 that correct? 23 A The work? 24 Q Yes. 25 A No, ma'am.	Page 138 1 Q And were you the one -- did you pull the 2 plug on the project before it could be completed? 3 A I wasn't putting any more money on it. 4 Like I said, he got the first payment. I wasn't 5 putting no more money in it. After the first 6 payment, my wife said, let's make the second payment 7 on it, but the quality of work was not of what I was 8 going to pay for. 9 Q Okay. And then, just curious on your 10 background. Do you have any experience in 11 construction? Have you ever worked in construction 12 home remodeling? 13 A No, ma'am. 14 Q So can you definitively say that the work 15 that was done on your house is completely priceless? 16 A Yes. Because I have cabinets now that my 17 wife loves that's been there since '18 that look 18 very nice and we're very satisfied with them. 19 That's what we were paying for. 20 MS. WILSON: Those are all the questions I 21 have. Your Honor. 22 RE-EXAMINATION 23 BY MR. WILLIAMS: 24 Q Those are what you paid for but you didn't 25 get, correct?
Page 139 1 A With Mr. Cumbee, correct. 2 Q Right. 3 A Yes, sir. His cabinets were completely 4 taken out and destroyed, and we paid to have more 5 cabinets installed. 6 MR. WILLIAMS: Okay, sir. I have no 7 further questions, Your Honor. 8 THE COURT: Mr. Renn, you can step down. 9 Thank you, sir. 10 THE WITNESS: Thank you. 11 THE COURT: Mr. Williams? 12 MR. WILLIAMS: Just one last witness. We 13 would call Mrs. Cumbee. 14 MARY RUTH CUMBEE, 15 having been first duly sworn, was examined and testified as 16 follows: 17 THE WITNESS: Yes. 18 THE COURT: Thank you. Please state your 19 full name and your address for the court 20 reporter. 21 THE WITNESS: Mary Ruth Cumbee, 1237 Hard 22 Pinch Road, Moncks Corner, South Carolina. 23 EXAMINATION OF MARY RUTH CUMBEE 24 BY MR. WILLIAMS: 25 Q Mr. Cumbee, are you familiar with Palmetto	Page 140 1 Kitchen & Remodeling, LLC? 2 A Yes, I am. 3 Q And is that your corporation, your LLC? 4 A Yes. It is. 5 Q Okay. So you're responsible for it? 6 A Yes, I am. 7 Q Okay. And I show you what's Exhibit -- 8 Plaintiff's Exhibit Number 4. And there, your 9 husband testified that there were certain items 10 there. Looked like they're highlighted in yellow. 11 And can you identify those and tell me what they 12 were used for in the house? 13 A These are looks like charges for 14 materials. 15 Q What materials? 16 A Well, it could be -- Worth Wood Group 17 would be wood. Lowe's could be wood. It could be 18 -- 19 Q Could be, but you don't have anything 20 specific? 21 A No, sir. 22 Q This purchase went to this job? 23 A No, sir. 24 Q And this purchase went to that job? 25 A No, sir.

35 (Pages 137 to 140)

Page 141 1 Q Okay. And what was your -- what were your 2 duties with the LLC? 3 A I kept the books. I made appointments. 4 Made phone calls. 5 Q Did you ever inspect any work that was 6 being done? 7 A I might go check up on whoever was 8 working, but that was -- that was it. I didn't go 9 inspect stuff and -- on a regular basis, no. 10 Q Okay. So it would be fair to say that the 11 details of the work, the quality of the work, is not 12 something you dealt with? 13 A Correct. 14 Q Okay. And so who did all of that? 15 A Steve did. 16 Q Okay. So why would you go to the job 17 site? 18 A I would just -- if he could not go check 19 up to make sure the work was being done. That type 20 of thing. 21 Q Okay. And how would you know if the work 22 was being done? 23 A Well, the guys would be there. 24 Q Okay. And that's the only way you would 25 know?	Page 142 1 A Right. 2 Q And the quality of the work, you could not 3 pass on? 4 A No, sir. 5 MR. WILLIAMS: Okay. Fine. No further 6 questions. Your Honor. 7 THE COURT: All right. Any 8 cross-examination? 9 MS. WILSON: We don't have anything. Your 10 Honor. 11 THE COURT: Okay. You can step down. Ms. 12 Cumbee. Thank you. 13 Mr. Williams, anything further? 14 MR. WILLIAMS: No, sir. 15 THE COURT: Okay. So that's the defense? 16 MR. WILLIAMS: Yes, sir. 17 THE COURT: All right. Any rebuttal? 18 MS. WILSON: No, Your Honor. 19 THE COURT: Okay. All right. If you-all 20 want to provide a summary in closing. I think 21 you-all did a pretty good job in presenting the 22 information. I'll be happy to hear from you as 23 to that. My anticipation is, if I don't hear 24 from you, I'll review the notes, review the 25 exhibits and let one of you-all know about the
Page 143 1 results. But I'll be happy to hear from you if 2 you want to put on a closing. 3 MS. WILSON: We would like to, Your Honor. 4 THE COURT: I'll be happy to hear from 5 you, Ms. Wilson. 6 MS. WILSON: Your Honor, just walking 7 through some of the testimony that we heard 8 today, we did hear from two different experts. 9 I'd like to point out one expert is not 10 completely sure on when the inspection took 11 place. The second expert, Mr. Johnson, his 12 inspection did take place. He's not sure maybe 13 2021, maybe 2020. So either way, three to four 14 years after this project had took place. 15 Now, when entering into this contract, as 16 we stated earlier, the original contract was 17 for \$36,500. Everyone is in agreement that the 18 defendant did lay down the 50 percent deposit. 19 No one is arguing that. And then, we also are 20 agreeing that the defendant made several of the 21 draws as needed on the project totaling to 22 \$34,250 that had been paid in total. 23 Now, for the work that has been done on 24 the project by Mr. Cumbee, he did spend more 25 than what the defendant had gave to him. Now,	Page 144 1 no one is arguing -- the defendant has said. 2 Mr. Cumbee has said and both experts have all 3 said that the project is incomplete. No one is 4 saying that it wasn't. Mr. Cumbee has also 5 said that it was incomplete, but because he did 6 not receive that last payment, there was no way 7 for him to go forward with the project. If the 8 money had stopped, there was nothing left that 9 Mr. Cumbee could do, and everyone has agreed 10 here that it is an incomplete project. 11 Mr. Cumbee does not want to get paid for 12 any work that he did not do. He is not asking 13 for the full contract amount. Like I said, he 14 has admitted that it's incomplete. He is not 15 looking for that money at all. He just wants 16 what is owed to him. 17 Now, the defendant also testified earlier 18 that this project is currently still 19 incomplete. He never contacted anyone to 20 complete the project. He doesn't know if he's 21 going to contact anyone to complete the 22 project. So, therefore, he really hasn't 23 helped in mitigating his damages. I mean, it's 24 been five years since this has happened, and 25 he's still let the project stay the way that it

36 (Pages 141 to 144)

Page 145 1 is instead of contacting someone or even 2 attempting to see what he could get done to the 3 project. 4 So at the end of the day, really, Mr. 5 Cumbee is just looking for the money that is 6 owed to him. He's not looking for any extra. 7 Everyone has agreed, even the experts, that 8 this is an incomplete project, and Mr. Cumbee 9 just wants the money that is owed to him. 10 Thank you, Your Honor. 11 THE COURT: Thank you, Ms. Wilson. Mr. 12 Williams? 13 MR. WILLIAMS: Your Honor, I will be brief 14 or try to. The work that was done, independent 15 inspectors have testified that it was 16 substandard. That Mr. Cumbee being paid for it 17 has already gotten too much money, much less 18 being owed additional money for beyond what he 19 has paid. 20 Mr. Cumbee has a habit of getting into 21 contracts, getting 50 percent of it and then 22 not finishing the work, like he did with Mr. 23 Milligan, like he did with Mr. Renn. And our 24 position, and I'll be glad to submit a brief to 25 Your Honor on this or a proposed order.	Page 146 1 whatever Your Honor wants, but Mr. Cumbee -- 2 Mr. Milligan is entitled to treble damages in 3 this under the uniform Unfair Trade Practices 4 Act in that it is -- it has been repeated and 5 it is likely to be repeated, and that's what 6 the law is for. Is to punish people who 7 repeatedly do acts like Mr. Cumbee has done. 8 And under the Unfair Trade Practices Act, 9 he's entitled to attorney's fees, and I have an 10 affidavit of my attorney's fees in this matter 11 I would like to submit to the Court for your 12 consideration and your decision. And just in a 13 very rudimentary manner, in the case of 14 Ameristone Tile, LLC, versus Ceramic Consulting 15 Corporation, a South Carolina, case is 2013. 16 966 F. Supplement 2nd 604 says, the plaintiff 17 in a South Carolina Unfair Trade Practices 18 action is required only to allege and prove 19 those facts sufficient to demonstrate potential 20 for repetition. At that point, the plaintiff 21 has proven an adverse effect on the public 22 interest sufficient to recover under the SCUTPA 23 of South Carolina Unfair Trade Practices Act. 24 And impact on the public interest for purposes 25 of the UTPA may be shown if the acts or
Page 147 1 practices have the potential for repetition, 2 and that's in the In Re. Hughes. That was a 3 bankruptcy case. 4 And, then, again with the Ameristone Tile, 5 the potential of unfair or deceptive acts for 6 repetition for purposes of adverse impact upon 7 the public element of a claim for violation of 8 this can be demonstrated by either showing the 9 same kind of actions occurred in the past, thus 10 making it likely they will continue to occur 11 absence a deterrent or showing that the 12 company's procedures created a potential for 13 repetition of the unfair and deceptive acts. 14 And so we're asking this Court, and we 15 have established, I think very clearly, the 16 repetition of the acts. Getting money. Not 17 finishing it. With the Town of Moncks Corner, 18 he didn't have the necessary -- he couldn't 19 have gone back to work there, Your Honor. He 20 didn't have the drawings. He didn't have the 21 plans. He didn't have all -- any of those. He 22 just had a contract, roughly drawn contract, 23 and didn't have a completion date or anything 24 else. 25 And so it would be our position that Mr.	Page 148 1 Milligan not only is entitled to a refund of 2 all of the money that he was paid -- or that 3 paid Mr. Cumbee, a refund of that, but under 4 the Unfair Trade Practices, he's entitled to 5 treble damages and attorney's fees. That's 6 what will get Mr. Cumbee's attention in the 7 future, Your Honor. And as I said, I'll be 8 glad to submit a draft of an order if Your 9 Honor so desires. 10 THE COURT: Okay. Thank you. 11 Mr. Williams. 12 MR. WILLIAMS: Yes, sir. 13 THE COURT: All right. What I don't think 14 I have is a copy of Plaintiff's Number 4. If I 15 can get a copy of that. 16 MS. WILSON: I have a copy for you, Your 17 Honor. 18 THE COURT: Okay. Good. You have that, 19 and our court reporter will keep her hands on 20 the four exhibits from plaintiff and two for 21 defendant. Now, I have got a copy and have 22 identified each one. 23 MR. WILLIAMS: I think, Your Honor, you 24 have a copy of Mr. Johnson's report? 25 THE COURT: I do.

37 (Pages 145 to 148)

1 MR. WILLIAMS: Yes, sir. Okay.
2 THE COURT: That will give me all the
3 information that I need in order to review
4 this, like I said, along with my notes. I'll
5 review all the admitted exhibits, and I will
6 reach out to both of you in short order
7 regarding my decision. I'll probably suggest
8 that one or possibly both prepare the order.

9 MR. WILLIAMS: Thank you, sir.

10 THE COURT: I don't particularly care to
11 make both sides prepare it when probably it's
12 easier for one. Sometimes I need it to help
13 focus on what's going on, but that may or may
14 not be the case. So I will let you-all know.
15 It will be within a week or so.

16 MR. WILLIAMS: Thank you, Your Honor.

17 MS. WILSON: Thank you, Your Honor.

18 (Hearing was concluded at 2:15 p.m.)
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1 STATE OF SOUTH CAROLINA)
2 COUNTY OF CHARLESTON)

3 I, Trisha G. Rarick, a Court Reporter and Notary
4 Public of the State of South Carolina at Large, do hereby
5 certify that the witness in the foregoing deposition was by me
6 duly sworn to testify to the truth, the whole truth and
7 nothing but the truth in the within-entitled cause; that said
8 deposition was taken at the time and location therein stated;
9 that the testimony of the witness and all objections made at
10 the time of the examination were recorded stenographically by
11 me and were thereafter transcribed by computer-aided
12 transcription; that the foregoing is a full, complete and true
13 record of the testimony of the witness and of all objections
14 made at the time of the examination; and that the witness was
15 given an opportunity to read and correct said deposition and
16 to subscribe the same.

17 Should the signature of the witness not be affixed to
18 the deposition, the witness shall not have availed himself of
19 the opportunity to sign or the signature has been waived.

20 I further certify that I am neither related to nor
21 counsel for any party to the cause pending or interested in
22 the events thereof.

23 Witness my hand, I have hereunto affixed my official
24 seal on _____, 2022, at Charleston, Charleston
25 County, South Carolina.

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Palmetto Kitchens & Remodeling LLC

1237 Hard Pinch Road
Moncks Corner, SC 29461
843-499-2071/843-209-0106

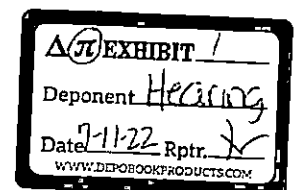
Contract

September 25, 2017

390 Bernard Milligan
S. Live Oak Drive
Moncks Corner, SC

Scope of Work:

- *Roof - 15 square
- *Facial - 85 lf
- *18 Windows
- X — *Flooring - Laminate in den
Install vinyl throughout rest of house 3200 00
- *Can Lights - 12 each
- *Remodel laundry room
- *All walk thru openings and doors to be moved to 7'6" tall
- *Remove wall between 2 bedrooms to combine as 1
- 5090 — *Remodel both bathrooms 1500 00
- *Make entry from bedrooms to bathrooms
- X — *Paint entire interior of house 2500 00



ROA 109

*Replace AC condenser unit 750.00

Total Cost -----\$36,500.00

Deposit of 50% \$18,250.00

Draws as needed as work progresses

Remove All wall in Hall entry
And Re build Closet

Bernard Mulligan
Signature

Bernard Mulligan
Print

R. Steve Cumbee

09-25-17
Date

Payments:

\$ 18,250.00

\$ 3,000.00

\$ 5,000.00

\$ 26,250.00

5,000.00

31,250.00

Add-ons:

Deck \$ 1850.00

Add-on room \$ 1500.00 w/
vinyl on flooring entire
house

Extras Not paid for:

wiring - repair entire house
repair rotted joist & flooring master
raise ceiling master
wide build closet - master

\$ 4000.00 value

\$ 2500.00 value

\$ 850.00 value

\$ 600.00 value

79,500.00

dry-wall son's bedroom ceiling & spare bedroom
\$ 640.00

30,350.00

work completed

roof - \$ 6000.00

facial - \$ 900.00

windows - \$ 6300.00

widen door openings - \$ 2300.00

remove wall - 2 bedrooms - \$ 800.00

entry from bedrooms to bath - \$ 350.00

deck \$ 1850.00

cen lights \$ 2400.00

demo \$ 1500.00

ROA 111

Changes to 306 s live oak dr

Front deck	\$1800.00 - 1600.00
Rewire	3900.00 - 3000.00
Floor joist bedroom	1650.00
Walls in kitchens	350.00
Extra drywall	1600.00
Closet in master	550.00
Raise ceiling in master	1100.00
Added can lights	450.00
Extend bedroom	3000.00 - 2500.00
3add closet and cab in bedroom	1100.00 - 300.00
Kitchen cabinets	7200.00 - 500.00

Total changes \$ 22700.00

13,600.00

Original - 28,550.00

Total - 42,150.00

paid - 31,250.00

Owed. \$ 10,900.00

Roof 4200
 Window 3800
 kitchen 6600

14600

Labor 2500 - Swid
 2100 chris Harry
 1200 chris
 600 Rico

5800

total

~~20400~~

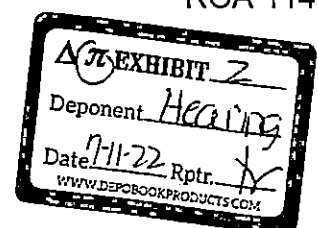
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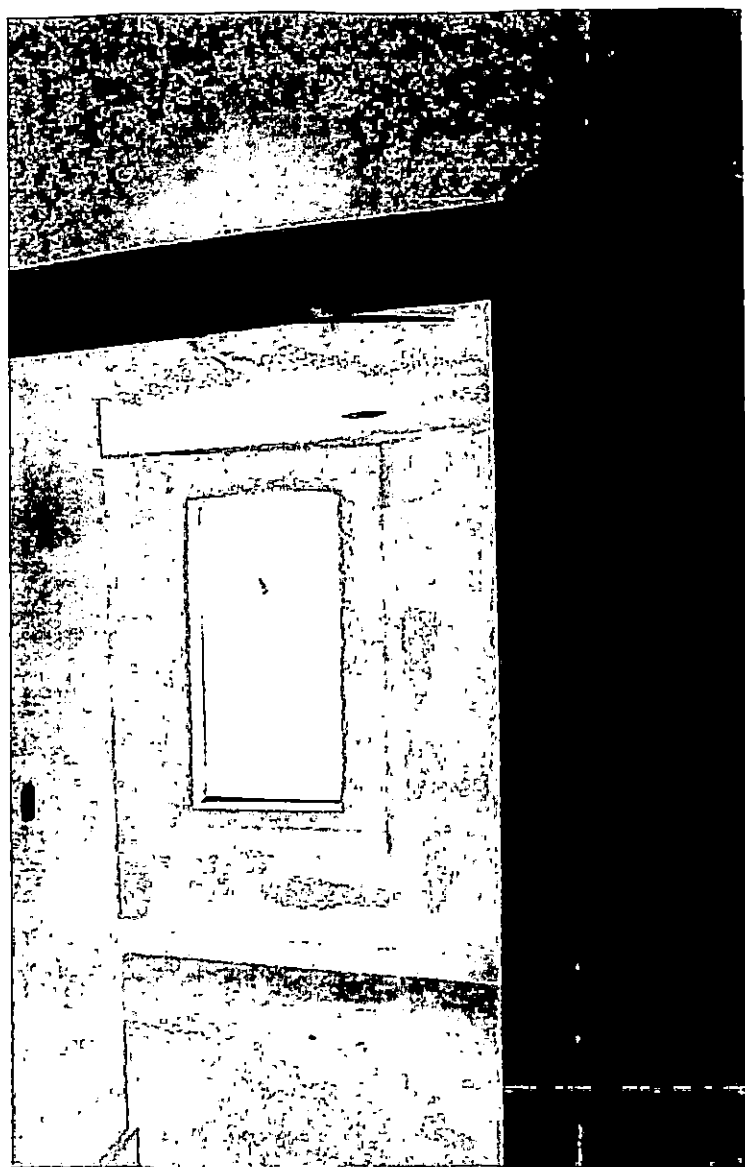
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ROA 114



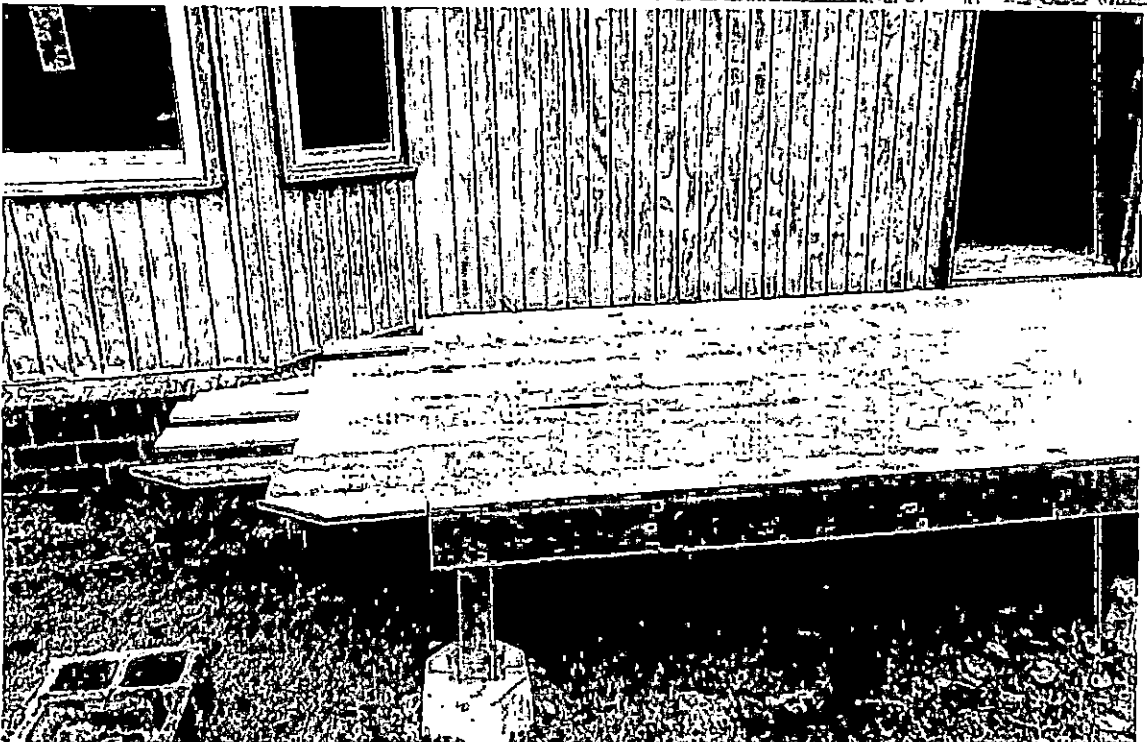
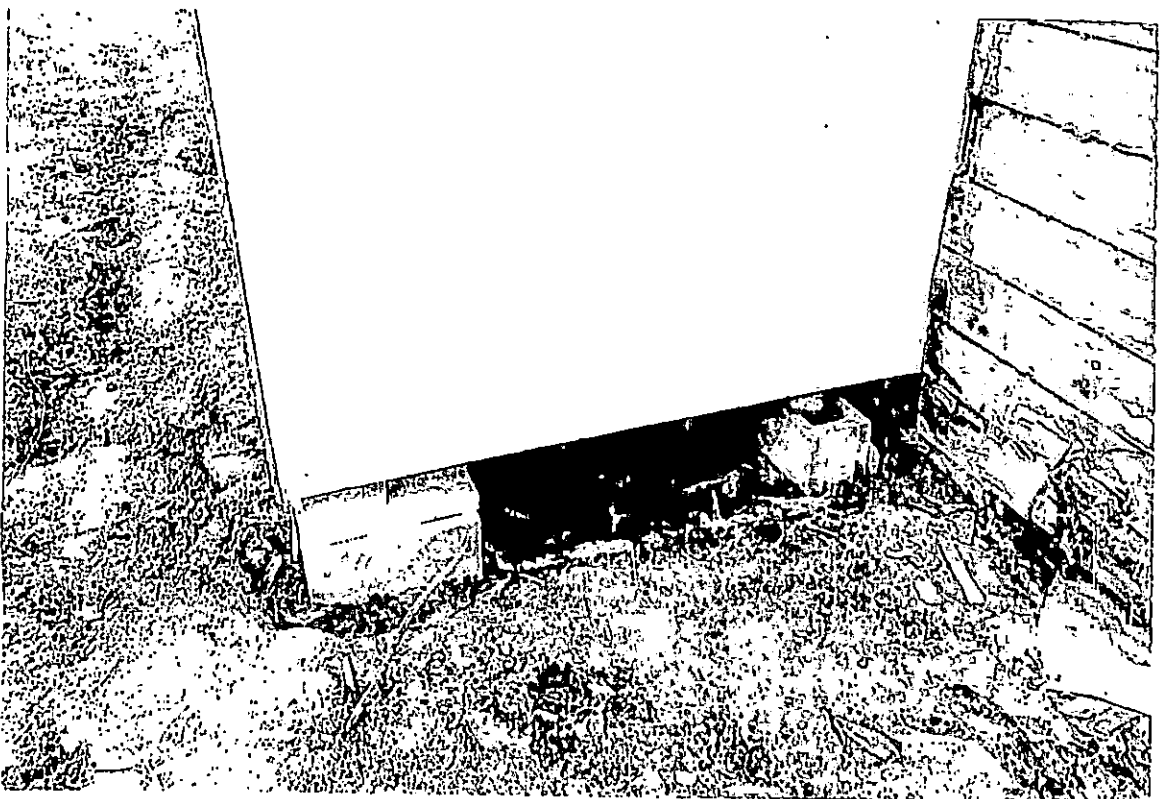




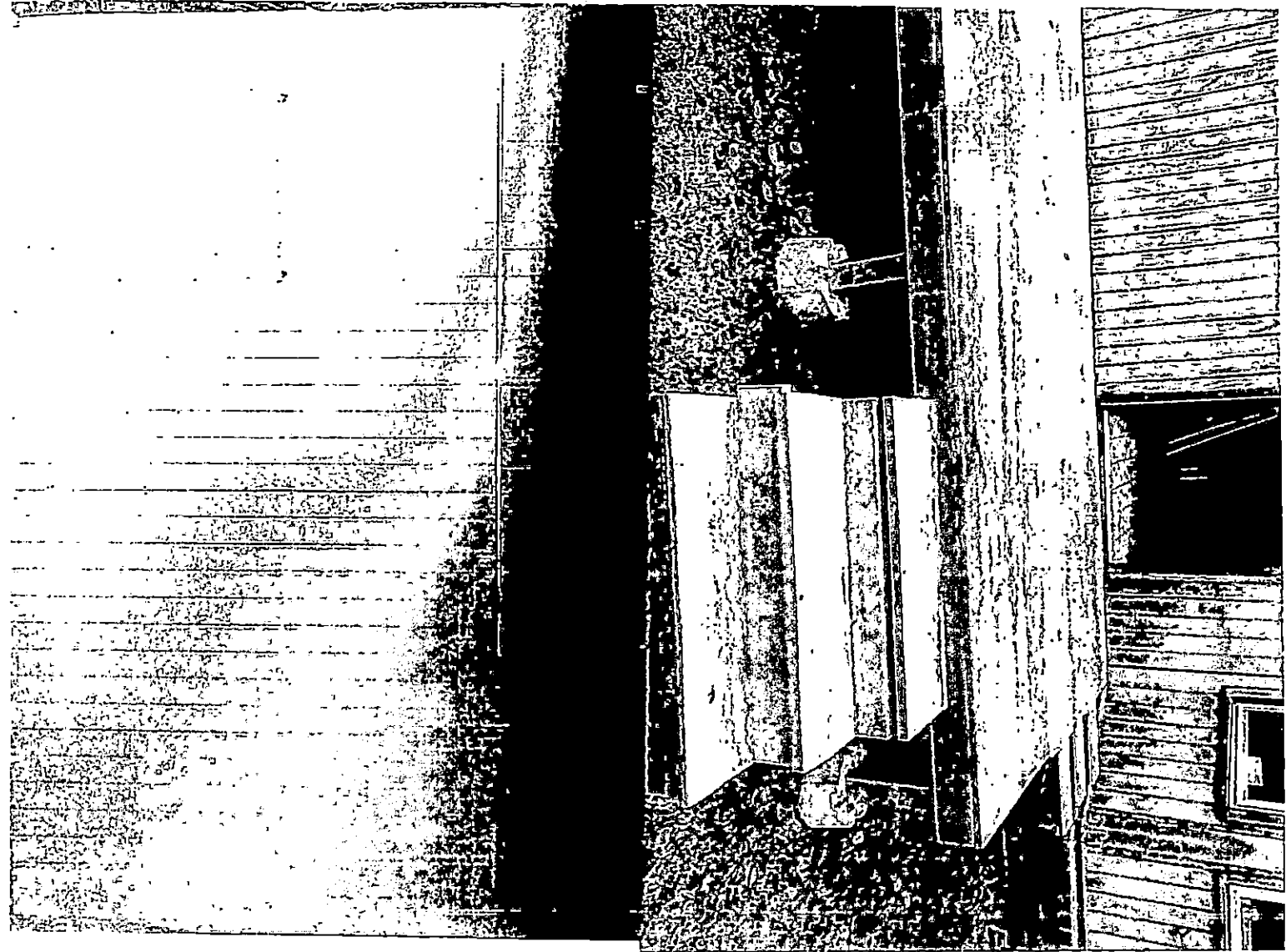




ROA 118

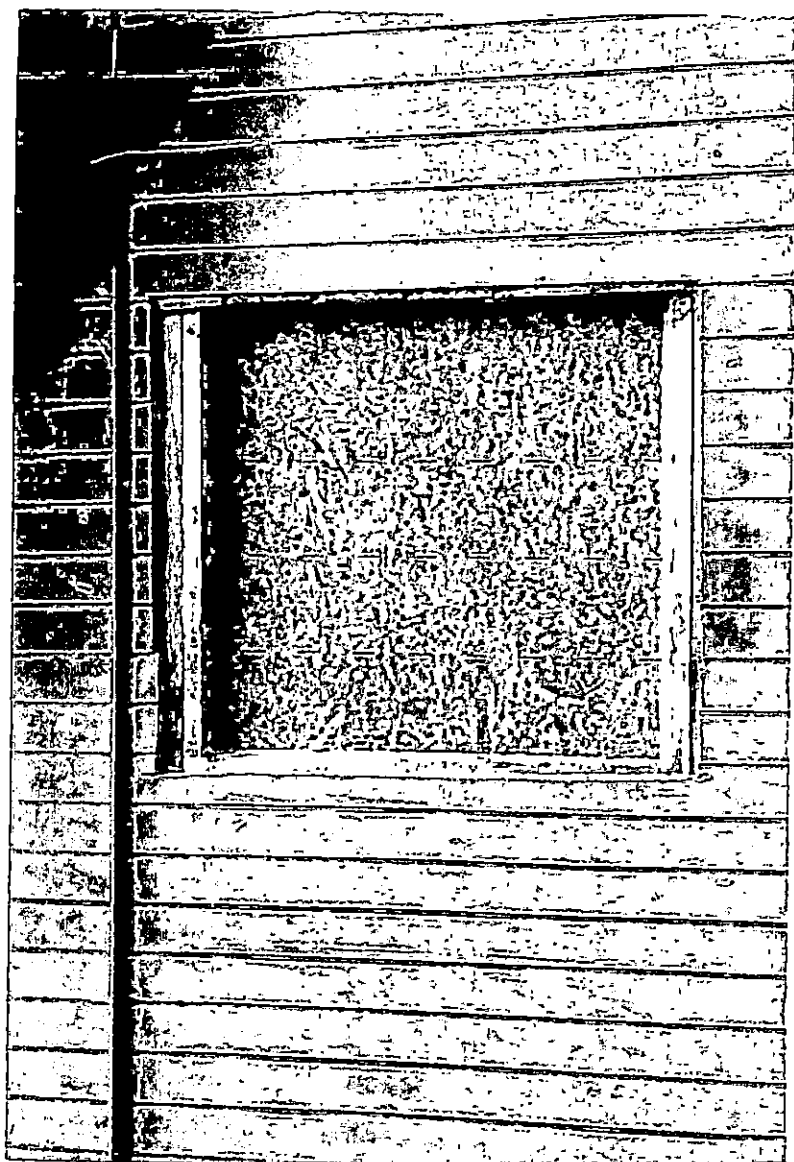


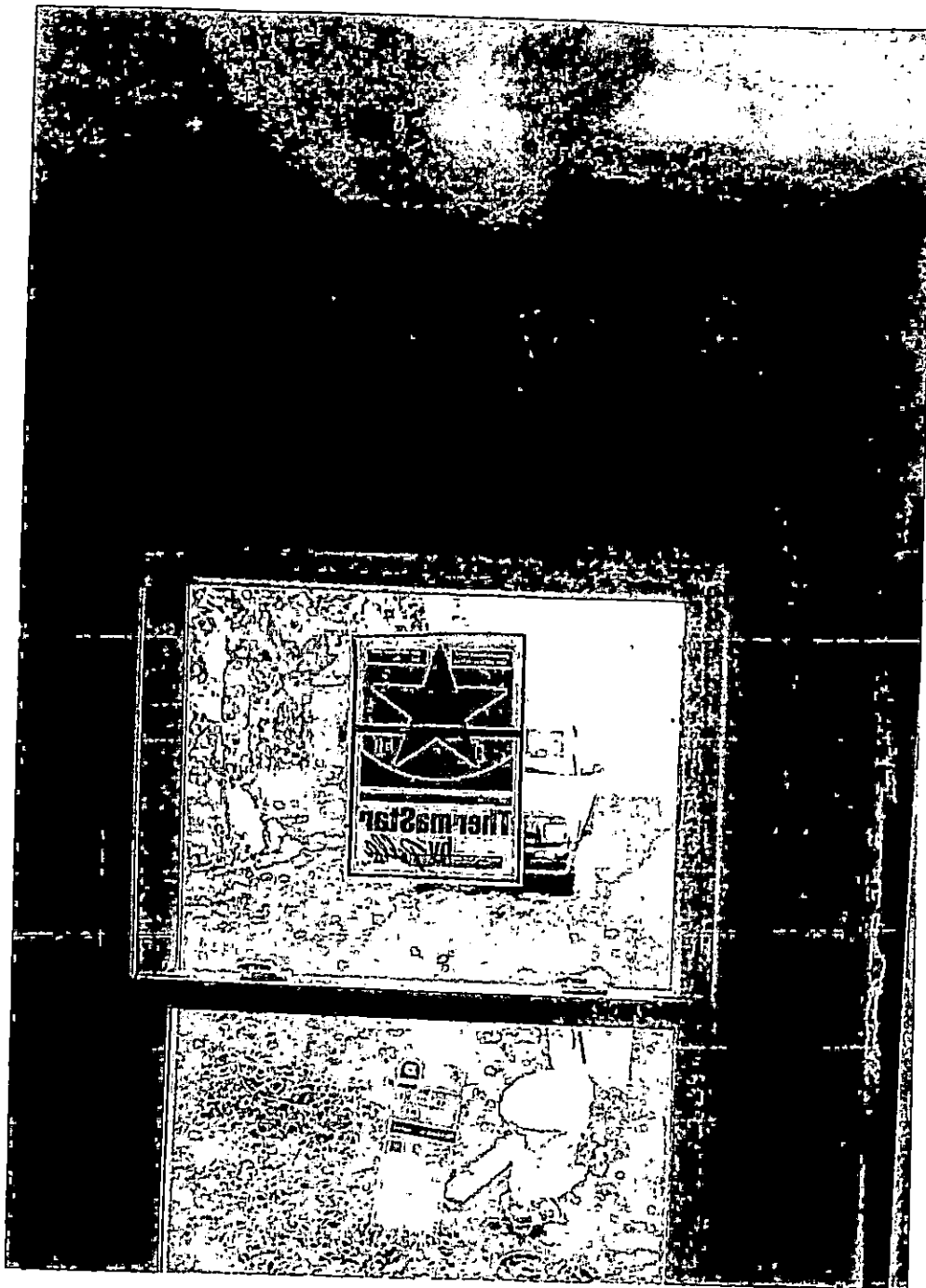
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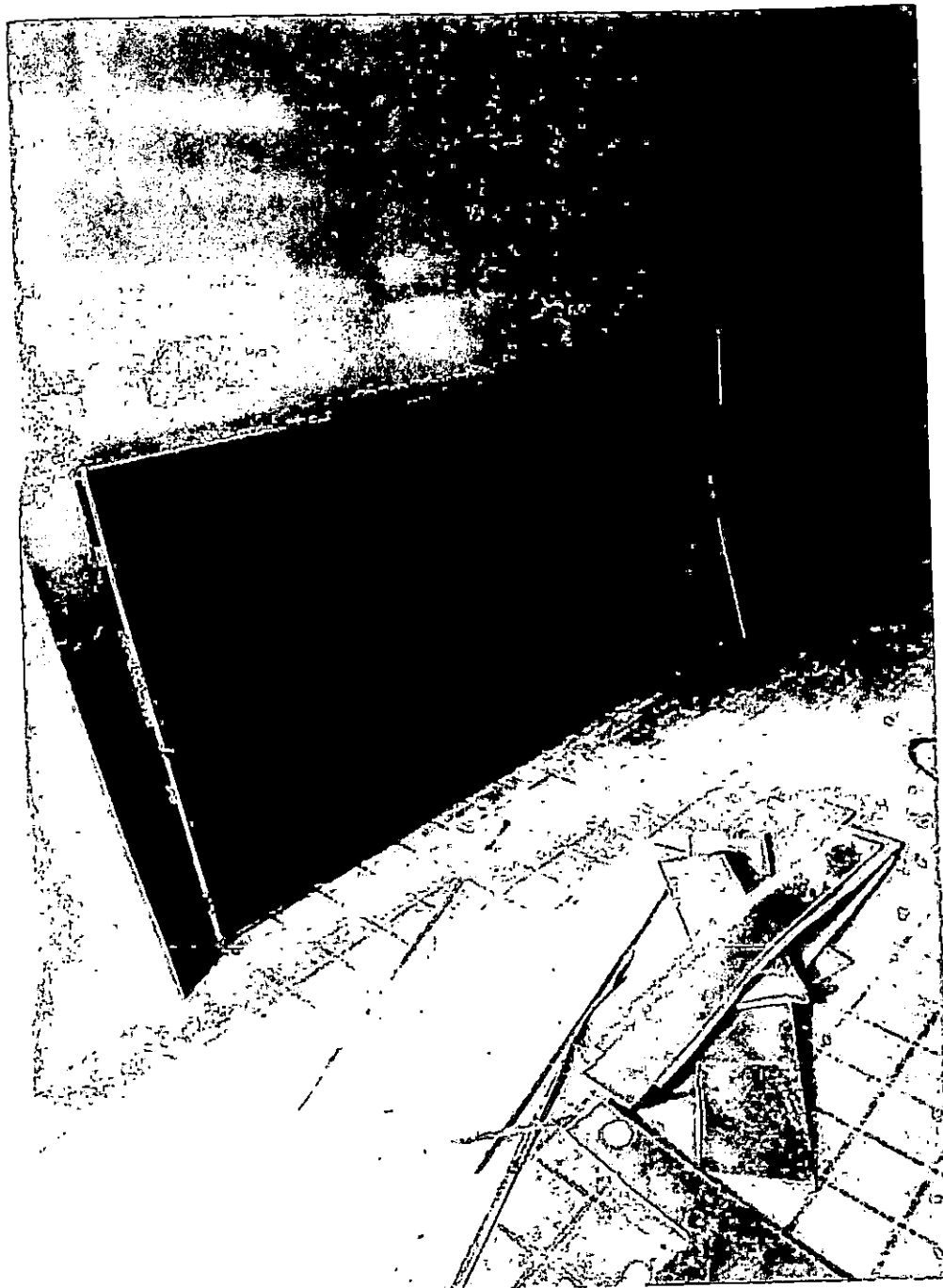
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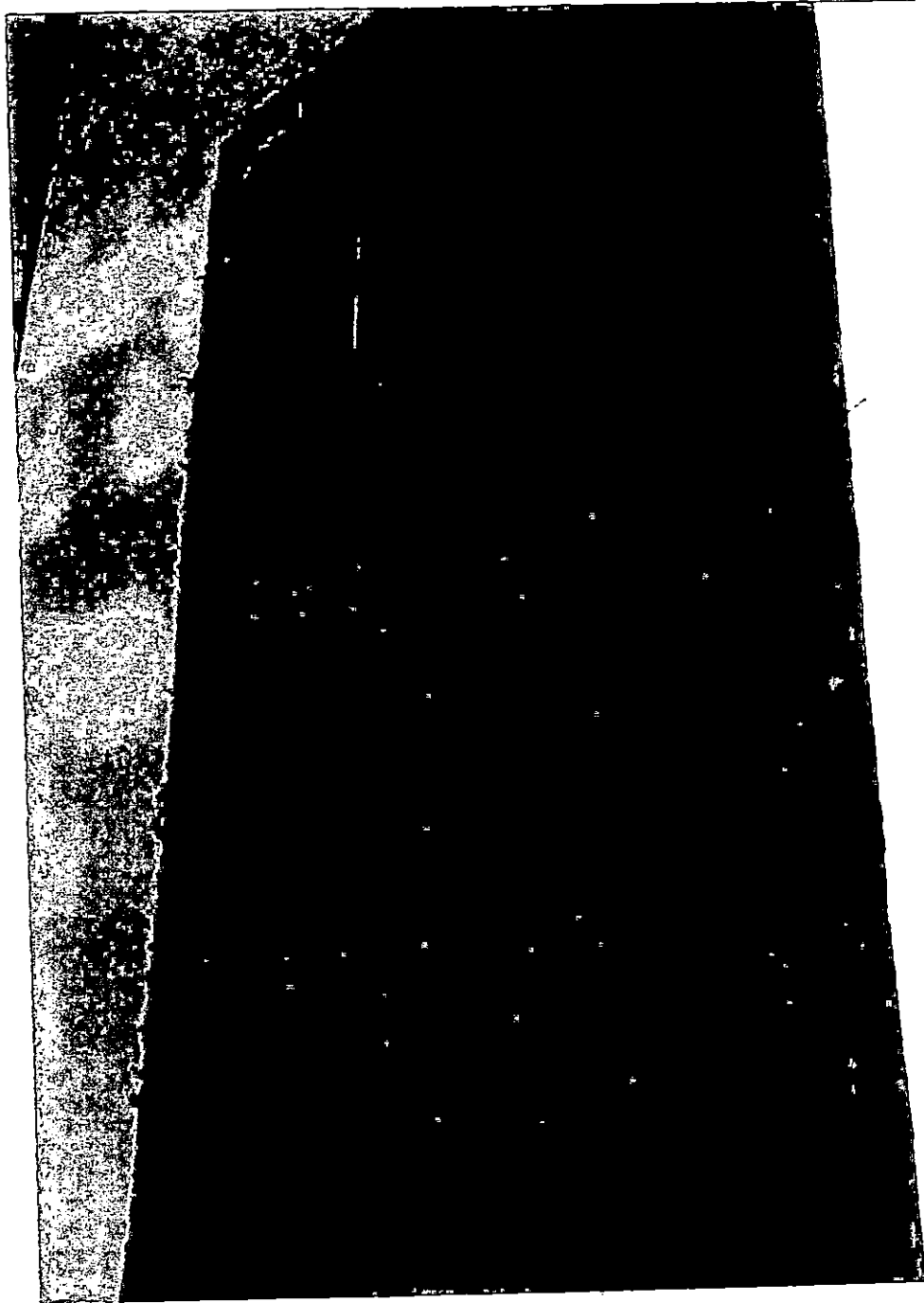








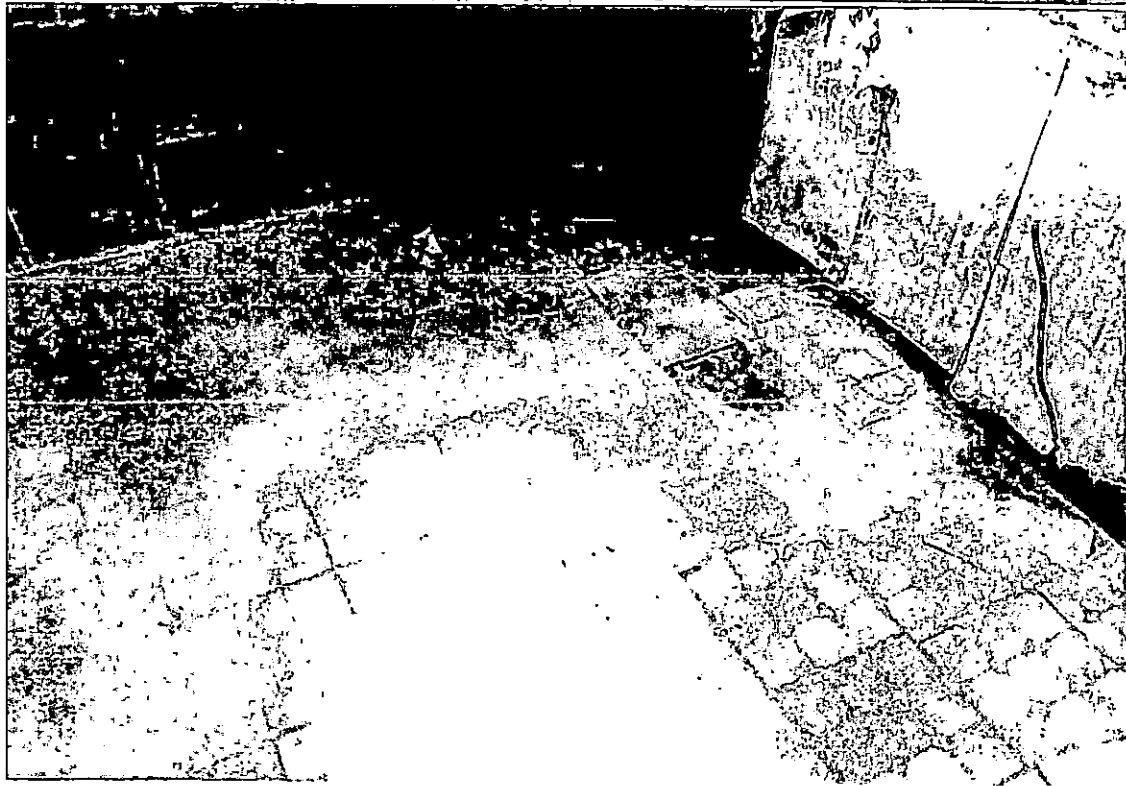












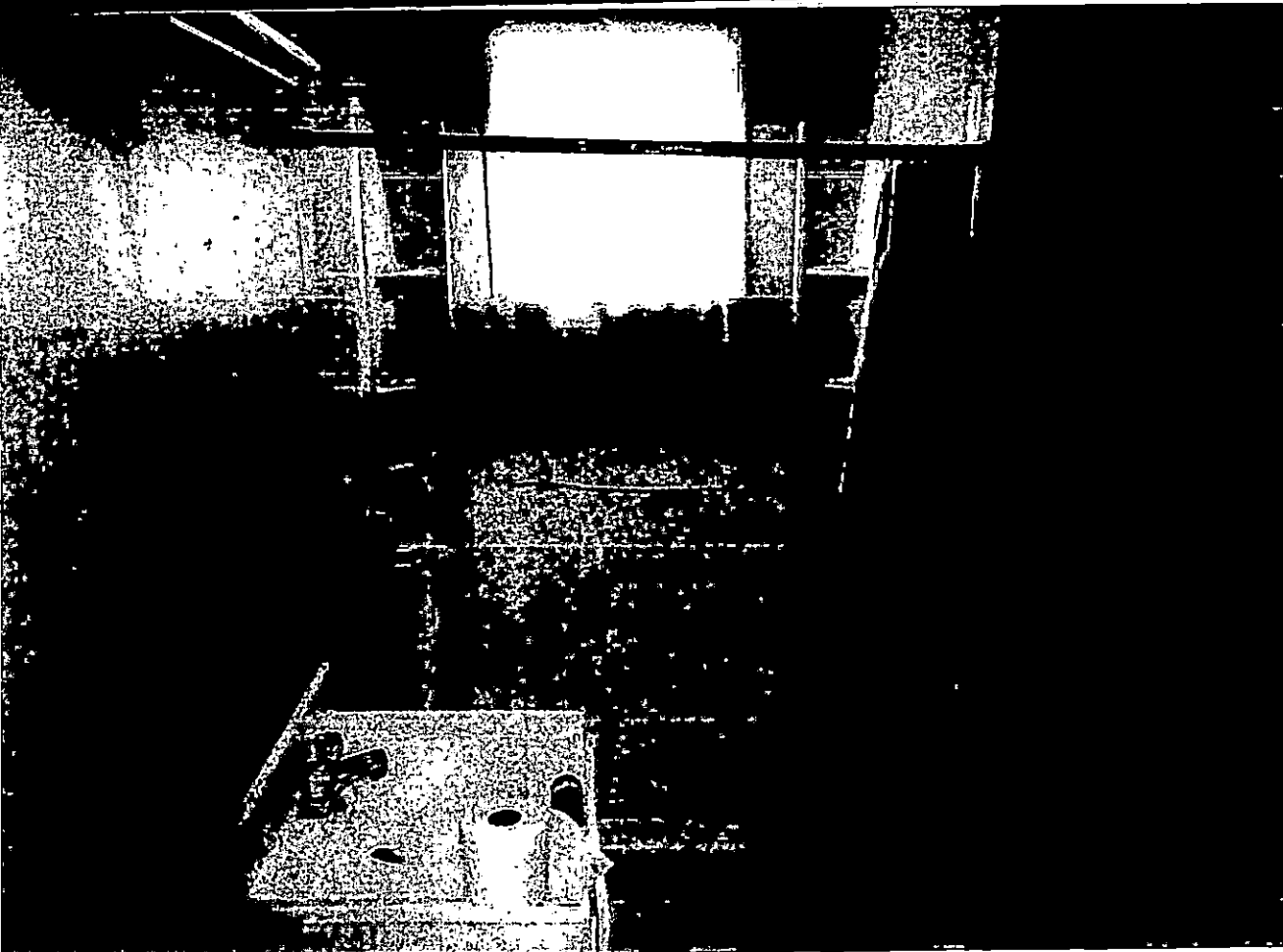


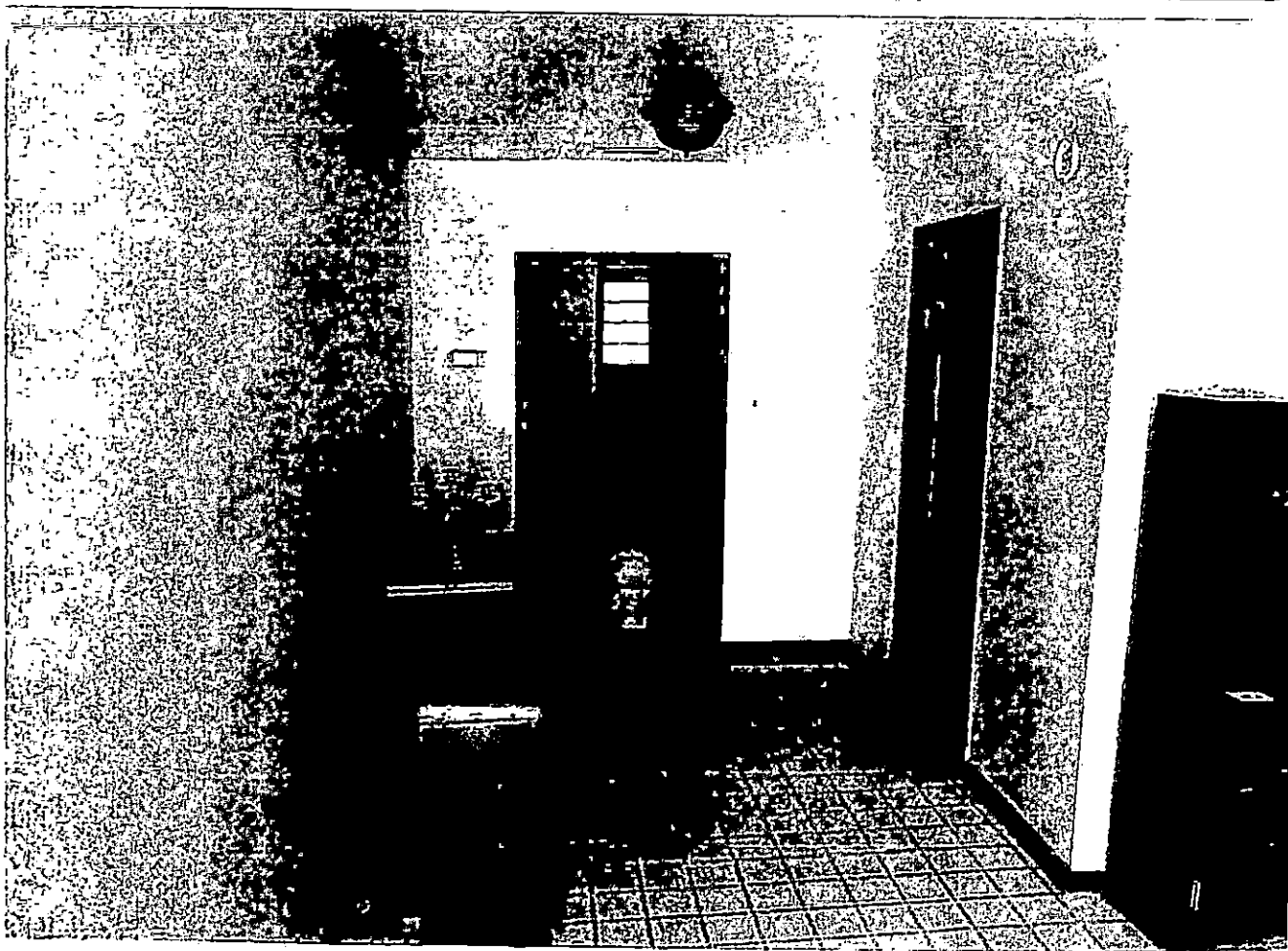
















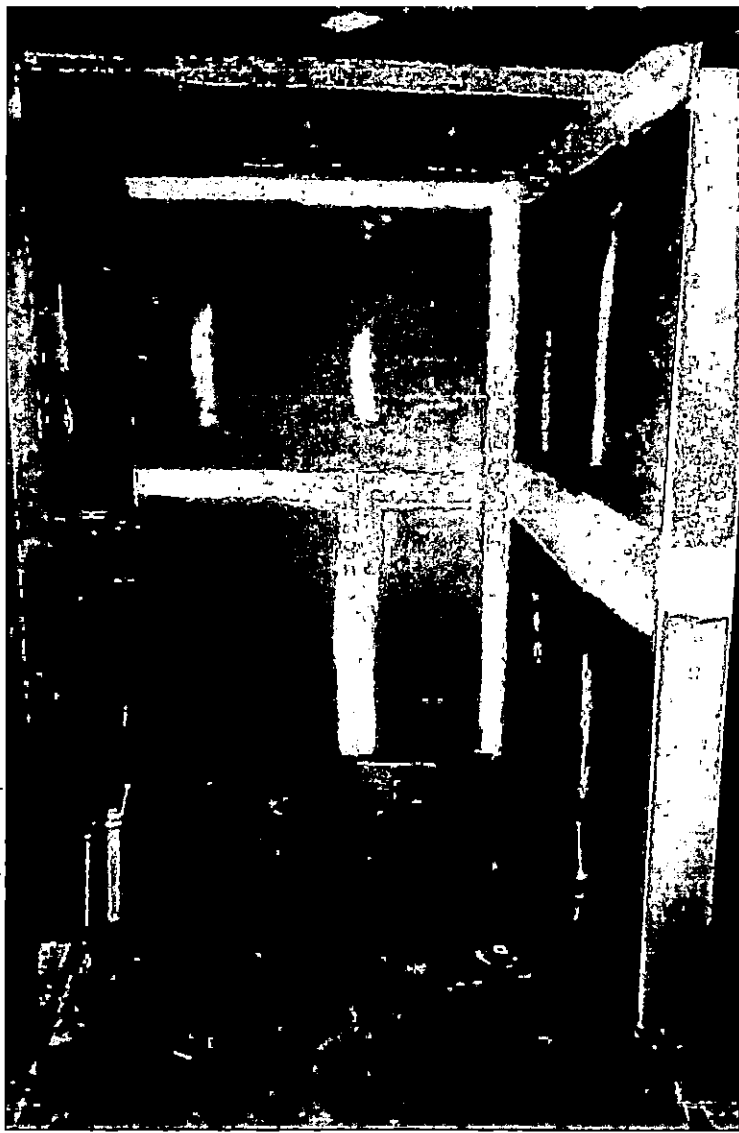




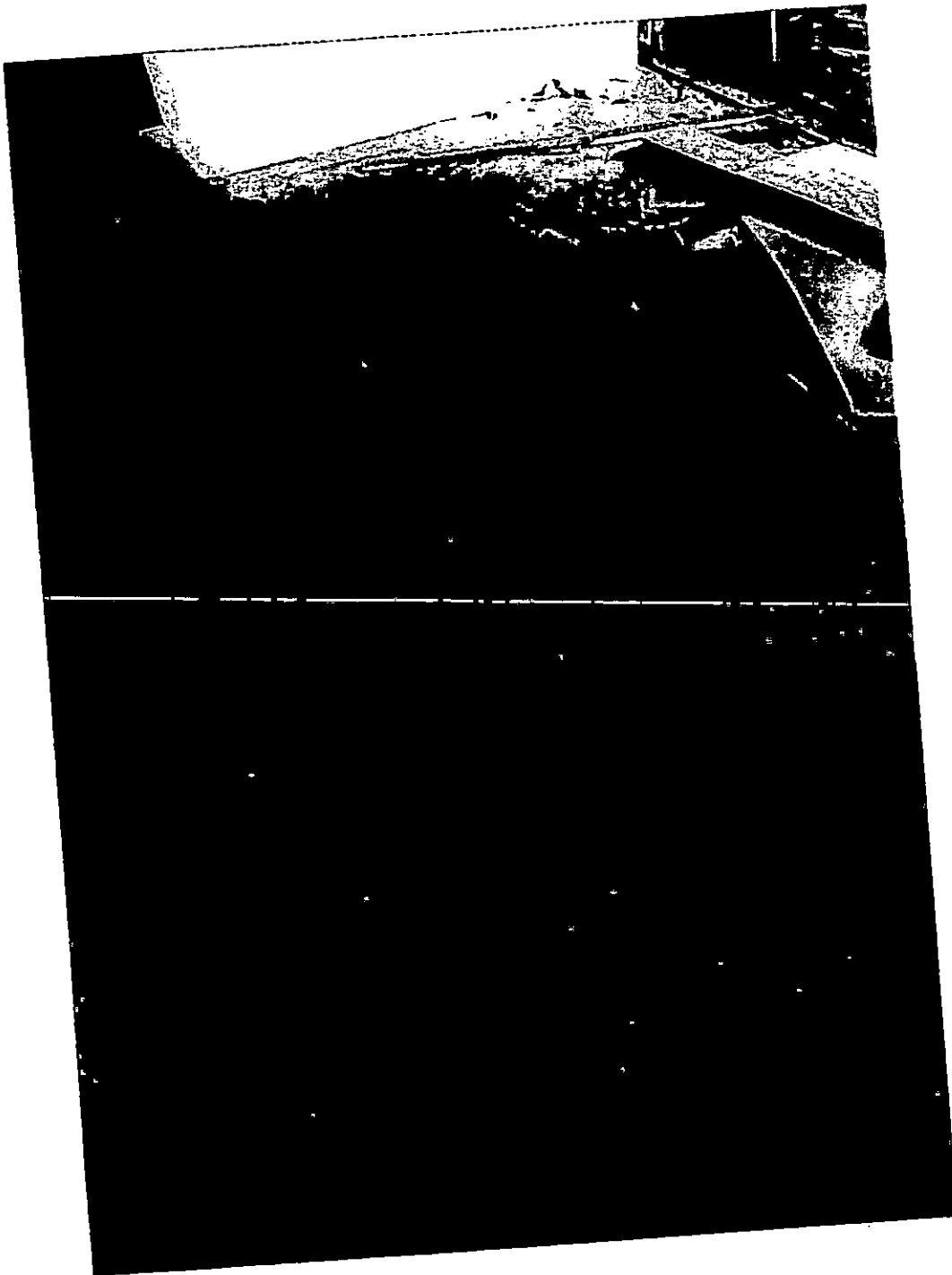












STATE OF SOUTH CAROLINA
COUNTY OF BERKELEY

STEVE CUMBEE AND PALMETTO
KITCHEN & REMODELING, LLC;

PETITIONERS;

V.

BERNARD MILLIGAN;

RESPONDENTS.

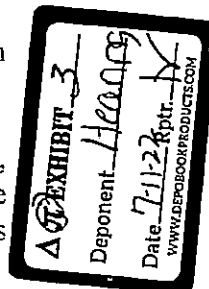
IN THE RMC OFFICE
FOR THE NINTH JUDICIAL CIRCUIT

(NOTICE AND CERTIFICATE OF
MECHANIC'S LIEN)

TO: THE RESPONDENT(S) ABOVE-NAMED AND TO ALL OTHERS CONCERNED

PERSONALLY appeared before me, Steve Cumbee, Individually and as Owner of Palmetto Kitchen & Remodeling, LLC, SCLLR No.: 014107 who after being duly sworn, deposes and says the following:

1. That he is the Petitioner and Mechanic's Lien Claimant;
2. That the attached Verified Statement of Account is a just and true account of the amount due to Petitioner with all labor and materials furnished and actually used in the erection of, alteration of, or repair of the buildings or structures situate upon the real estate hereinafter described by virtue of an agreement with Respondent Bernard Milligan as the owner of the property hereinafter described, and with the consent of Respondent and/or persons having authority from, or rightfully acting for Respondent in procuring said materials;
3. That Petitioner was contracted to perform repairs and improvements on the subject property, located at 306 S. Live Oak Drive, Moncks Corner, South Carolina;
4. That upon information and belief, the improvements to the real estate for which said labor and materials furnished were authorized by Respondent;
5. That \$36,500.00 was the original agreement amount and included replacing roof, facial and windows, replacing flooring in the entire home, can lights, remodel laundry room, all walk through areas and doors to be upgraded, removal of wall between two bedrooms to combine as one, remodel both bathrooms, make entry from bedrooms to bathrooms, paint entire interior of house and replace AC condenser unit.
6. The total costs as set forth in the contract is \$36,500.00. The Petitioner requested a deposit in the amount of \$18,250.00 and that draws may be needed as work progressed.
7. That the Respondent added additional work to original agreement to include front deck, rewire, floor joist in bedroom, walls in kitchen, extra drywall, closet in master bathroom, raise ceiling in master, added can lights, extend bedroom, add closet and cab in bedroom, kitchen cabinets for an additional cost of \$22,700.00.



8. The Respondent paid \$31,250.00 however still owes a balance of \$27,950.00
9. That the Respondent has failed to pay the remainder of the balance, although it was demanded;
10. That the following is a description of the premises referred to above upon which Petitioner claims a mechanic's lien by reason of the furnishing of labor and materials as set forth above:

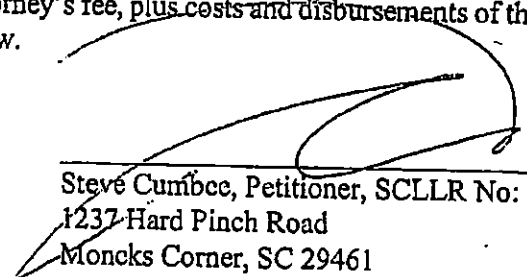
ALL of that certain piece, parcel or tract of land, situate, and lying and being in the Town of Moncks Corner, Second St. Johns Parish, County of Berkeley, and State of South Carolina, measuring one (1) Lot, fifty (50) feet on the east and west lines and Two Hundred (200) feet on the north and south lines, bounded on the north by lands of Sadie Bennett; on the east by lands formerly of Henrietta Wright but now of Calvin Middleton, on the south by lands of Solomon Prioleau; and on the west by the right of way of US Highway 17-A (South Live Oak Drive).

Being the same property conveyed to KAY D. MILLIGAN by Deed dated October 14, 1998 and recorded in the Berkeley County Register of Deed's Office on November 10, 1998 in Deed Book 1479 at Page 0029.

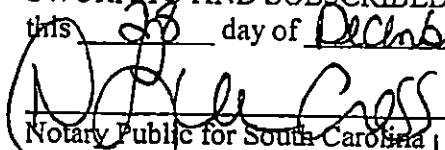
TMS No.: 142-10-02-040

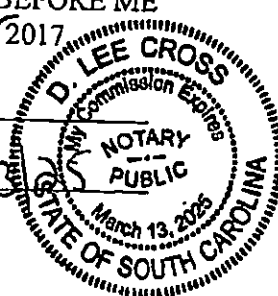
11. That fewer than ninety (90) days have passed since the last date on which the aforementioned materials and labor were furnished. The last date that work was performed or materials were performed was on November 27, 2017.

WHEREFORE, Petitioners claims a mechanic's lien on the premises described above in the sum of 27,950.00, plus a reasonable attorney's fee, plus costs and disbursements of this action, and plus interest to the extent allowed by law.


Steve Cumbce, Petitioner, SCLLR No: 014107
1237 Hard Pinch Road
Moncks Corner, SC 29461
Phone No.: (843) 799-2071

SWORN TO AND SUBSCRIBED BEFORE ME
this 28 day of December 2017


Notary Public for South Carolina
My Commission Expires: 3/13/25



STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

VERIFIED STATEMENT OF ACCOUNT

PERSONALLY appeared before me, Steve Cumbee, Individually and as Owner of Palmetto Kitchen & Remodeling, LLC, who being duly sworn, deposes and says that he is the Petitioner and that the following statement is a true and just account of the amount due to Steve Cumbee, Individually and as Owner of Palmetto Kitchen & Remodeling, LLC, for labor and materials used, and unpaid for, on the real property described in the attached *Notice and Certificate of Mechanic's Lien*:

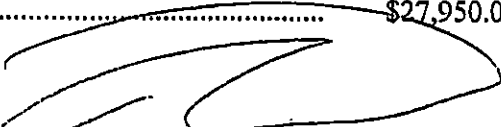
Property description: ALL of that certain piece, parcel or tract of land, situate, and lying and being in the Town of Moncks Corner, Second St. Johns Parish, County of Berkeley, and State of South Carolina, measuring one (1) Lot, fifty (50) feet on the east and west lines and Two Hundred (200) feet on the north and south lines, bounded on the north by lands of Sadie Bennett; on the east by lands formerly of Henrietta Wright but now of Calvin Middleton, on the south by lands of Solomon Prioleau; and on the west by the right of way of US Highway 17-A (South Live Oak Drive).

Being the same property conveyed to KAY D. MILLIGAN by Deed dated October 14, 1998 and recorded in the Berkeley County Register of Deed's Office on November 10, 1998 in Deed Book 1479 at Page 0029.

TMS No.: 142-10-02-040

Owned by: Bernard Milligan

TOTAL AMOUNT DUE FOR LABOR AND EXPENSES	\$59,200.00
PAYMENTS RECEIVED	\$31,250.00
TOTAL AMOUNT DUE.....	\$27,950.00


Steve Cumbee, Petitioner, SCLLR No: 014107
1237 Hard Pinch Road
Moncks Corner, SC 29461
Phone No.: (843) 799-2071

SWORN TO AND SUBSCRIBED BEFORE ME
this 28 day of December, 2017


Notary Public for South Carolina
My Commission Expires: March 13, 2025



SOUTH STATE BANK

P.O. Box 118068 Charleston, SC 29423
SouthStateBank.com (800) 277-2175

Page: 1 of 5
Statement Date: 09/29/2017
Primary Account: XXXXXXXXXXXXX8911
Period: 08/31/17 to 09/29/17



013707 0.9600 AV 0.373

ROBERT S CUMBEE
PALMETTO KITCHENS & REMODELING LLC
1237 HARD PINCH RD
MONCK'S CORNER, SC 29461-4639

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Summary Of Account

BUSINESS

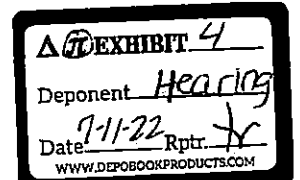
Business Choice Account

Account: XXXXXXXXXXXXX8911

Deposits

Other Credits

Continued



ROA 153

SOUTH STATE BANK

Page: 2 of 5
Statement Date: 09/29/2017
Primary Account: XXXXXXXXXXXXX8911

Checks

Check No	Date	Amount	Check No	Date	Amount	Check No	Date	Amount
[REDACTED]			[REDACTED]			[REDACTED]		

*Indicates missing check number.

Other Debits

Continued

ROA 155

SOUTH STATE BANK

Page: 3 of 5
 Statement Date: 09/29/2017
 Primary Account: XXXXXXXXXXXXX8911

Other Debits (Continued)

Date	Description	Amount
------	-------------	--------

09/13	The Home Depot #1120 190 Marymeade Drv Summerville SC 0246 Pm Purch 09/13 08:13	681.93
-------	---	--------

09/15	Lowes #00358* Lowes #00358 Summerville Scus XX0246 Sig Purch 09/14 19:58	13.01
-------	--	-------

09/15	Lowes #02464* Lowes #02464 Goose Creek Scus XX0246 Sig Purch 09/15 15:14	63.62
-------	--	-------

09/18	Berkeley County Landfill Berkeley County LA Moncksxx0246 Sig Purch 09/15 12:10	45.78
-------	--	-------

09/28	Abc Supply 0054 Abc Supply 0054 843-5291584 Scus XX0246 Sig Purch 09/27 01:07	2,043.36
-------	---	----------

Continued

ROA 157

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

SOUTH STATE BANK

Page: 4 of 5
 Statement Date: 09/29/2017
 Primary Account: XXXXXXXXXXXXX8911

Other Debits (Continued)

Date	Description	Amount
09/29	[REDACTED]	[REDACTED]
09/29	[REDACTED]	[REDACTED]
09/29	Eastern Electric Supply Eastern Electric S Moncks XX0246 Sig Purch 09/28 04:53	62.48
09/29	[REDACTED]	[REDACTED]
09/29	[REDACTED]	[REDACTED]
Total		[REDACTED]

Daily Balance

Date	Balance	Date	Balance	Date	Balance
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]



[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	PAID TO ORDER OF A REMITTEE LLC 9/1/17 \$18,250.00 SOUTH STATE BANK [Signature]	PAID TO ORDER OF A REMITTEE LLC 9/1/17 \$17,000.00 SOUTH STATE BANK [Signature]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	PAID TO ORDER OF A REMITTEE LLC 9/1/17 \$125.00 SOUTH STATE BANK [Signature]	PAID TO ORDER OF A REMITTEE LLC 9/1/17 \$1,600.00 SOUTH STATE BANK [Signature]
PAID TO ORDER OF A REMITTEE LLC 9/1/17 \$900.00 SOUTH STATE BANK [Signature]	[REDACTED]	PAID TO ORDER OF A REMITTEE LLC 9/29/17 \$100.00 SOUTH STATE BANK [Signature]





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Page: 1 of 6
Statement Date: 10/31/2017
Primary Account: XXXXXXXXXXXXX8911
Period: 09/29/17 to 10/31/17



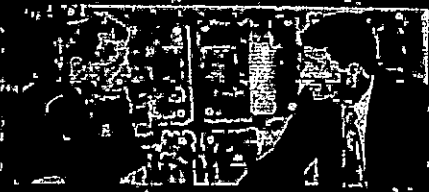
013542 0.9600 AV 0.373

ROBERT S CUMBEE
PALMETTO KITCHENS & REMODELING LLC
1237 HARD PINCH RD
MONCK'S CORNER, SC 29461-4639

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Summary Of Account

Account At:
Branch:

Business Choice Account

Account: XXXXXXXXXXXXX8911

Deposits

Other Credits

Continued

ROA 163

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



Page: 2 of 6
Statement Date: 10/31/2017
Primary Account: XXXXXXXXXXXXX8911

Checks

*Indicates missing check number.

Other Debits:

Continued

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

SOUTH STATE BANK

Page: 3 of 6
Statement Date: 10/31/2017
Primary Account: XXXXXXXXXXXXX8911

Other Debits (Continued)

Date Description

Amount

[REDACTED]

10/10 Berkeley County Landfill Berkeley County LA Moncksxx2333 Sig Purch 10/06 12:13

26.84
32.00

[REDACTED]

10/11 Shealy Electrical Wholesa Shealy Electrical 701-27xx2333 Sig Purch 10/10 05:06

81.75

[REDACTED]

Continued

ROA 167

[REDACTED]

[REDACTED]

[REDACTED]

SOUTH STATE BANK

Page: 4 of 6
Statement Date: 10/31/2017
Primary Account: XXXXXXXXXXXXX8911

Other Debits (Continued)

10/19	Mlcs Woodworking Mlcs Woodworking 215-9385060 Pausxx2333 Sig Purch 10/18 05:14	174.95
10/20	The Home Depot #1120 The Home Depot #11 Summervillexx2333 Pin Purch 10/20 07:08	4.06
10/20	Marvins #45 Marvins #45 Moncks Comerescus XX2333 Sig Purch 10/20 14:09	39.88
10/20	Marvins #45 Marvins #45 Moncks Comerescus XX2333 Sig Purch 10/20 14:09	212.72
10/20	Lowes #00358* Lowes #00358* Summerville Scus XX2333 Sig Purch 10/20 17:13	1,049.57

Continued

ROA 169

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Other Debits (Continued)

Date	Description	Amount
10/24	Marvins #45 Marvins #45 Moncks Cornerscus XX2333 Sig Purch 10/24 17:45	444.30
10/26	Lowes #02464 Lowes #02464 Goose Creek Scus XX2333 Sig Purch 10/26 17:07	172.32
10/30	Marvins #45 Marvins #45 Moncks Cornerscus XX2333 Sig Purch 10/29 15:13	15.65
10/30	Marvins #45 Marvins #45 Moncks Cornerscus XX2333 Sig Purch 10/30 14:41	39.21
10/31	Marvins #45 Marvins #45 Moncks Cornerscus XX2333 Sig Purch 10/30 21:13	41.26
10/31	Marvins #45 Marvins #45 Moncks Cornerscus XX2333 Sig Purch 10/30 21:13	115.53
Total		

Daily Balance

Date	Balance	Date	Balance	Date	Balance
10/1		10/1		10/1	

ROA 172





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Page: 1 of 6
Statement Date: 11/30/2017
Primary Account: XXXXXXXXXXXXX8911
Period: 10/31/17 to 11/30/17



013614 0.9600 AV 0.373
ROBERT S CUMBEE
PALMETTO KITCHENS & REMODELING LLC
1237 HARD PINCH RD
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Summary Of Account

Business Choice Account

Account: XXXXXXXXXXXXX8911

Deposits

Other Credits

Continued

ROA 175

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Amount _____ Check No. _____

Indicates missing check

Other Debits

Amount

11/01	Wurth Wood Group Charlast	Wurth Wood Group C Charlx2333	Sig Purch 10/31 11:59	170.44
11/02	Lowes #02464*	Lowes #02464* Goose Creek Scus XX2333	Sig Purch 11/02 14:18	34.51

11/06 Lowes #02464* Lowes #02464* Goose Creek Scus XX2333 Sig Purch 11/05 18:36 29:65

1/08 Lowes #02464 Lowes #02464 Goose Creek Scus XX2333 Sig Purch 11/04 18:48 236.38

11/06 - Marvins #45 Marvins #45 Moncks Cornerscus XX2333 Sig Purch 11/06 14:28 801.98

11/08	Marvins #45 Marvins #45 Moncks Cornerscus XX2333 Sig Purch 11/08 15:00	27.38
-------	--	-------

ROA 177

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Other Debits (Continued)

Date	Description	Amount
11/08	[REDACTED]	[REDACTED]
11/08	[REDACTED]	[REDACTED]
11/08	Marvins #45 Marvins #45 Moncks Cornerscus XX2333 Sig Purch 11/08 15:00	222.23
11/08	Marvins #45 Marvins #45 Moncks Cornerscus XX2333 Sig Purch 11/08 15:00	332.49
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
11/09	Lowes #02464 Lowes #02464 Goose Creek Scus XX2333 Sig Purch 11/09 18:58	60.86
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
11/10	Lowes #02464 Lowes #02464 Goose Creek Scus XX2333 Sig Purch 11/10 14:13	135.62
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
11/13	Marvins #45 Marvins #45 Moncks Cornerscus XX2333 Sig Purch 11/12 14:24	23.48
[REDACTED]	[REDACTED]	[REDACTED]
11/13	Marvins #45 Marvins #45 Moncks Cornerscus XX2333 Sig Purch 11/13 14:44	305.11

Continued

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

SOUTH STATE BANK

Page: 4 of 6
Statement Date: 11/30/2017
Primary Account: XXXXXXXXXXXXX8911

Other Debits (Continued)

Date Description

11/20 Lowes #02464* Lowes #02464* Goose Creek Scus XX2333 Sig Purch 11/17 02:10 41.00

11/22 Lowes #00358* Lowes #00358* Summerville Scus XX2333 Sig Purch 11/22 12:26 180.19

11/24 Marvins #45 Marvins #45 Moncks ComerScus XX2333 Sig Purch 11/22 22:18 0.93

11/24 Marvins #45 Marvins #45 Moncks ComerScus XX2333 Sig Purch 11/24 13:54 414.87

11/27 Marvins #45 Marvins #45 Moncks ComerScus XX2333 Sig Purch 11/25 14:50 5.59

11/27 Marvins #45 Marvins #45 Moncks ComerScus XX2333 Sig Purch 11/26 14:46 88.45

Continued

ROA 181

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

SOUTH STATE BANK

Page: 5 of 6
Statement Date: 11/30/2017
Primary Account: XXXXXXXXXXXXX8911

Other Debits (Continued)

Date	Description	Amount
11/27	Lowes #02464* Lowes #02464* Goose Creek Scus XX2333 Sig Purch 11/25 19:58	179.26
11/28	Marvins #45 Marvins #45 Moncks Cornerscusc XX2333 Sig Purch 11/27 21:22	24.92
11/28	Marvins #45 Marvins #45 Moncks Cornerscusc XX2333 Sig Purch 11/28 14:22	26.33

Daily Balance



[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

11/9/2017 - 181 - \$500.00		11/16/2017 - 193 - \$500.00			
11/14/2017 - 194 - \$400.00	11/16/2017 - 185 - \$500.00	11/21/2017 - 191 - \$200.00			
11/20/2017 - 193 - \$500.00	11/21/2017 - 194 - \$2,000.00				



2

Front Deck

- As seen in the pictures, the deck is attached to the home with sixteen penny nails. The proper fastener should be lag bolts or thru bolts. The wood that the deck is attached to is rotten, also reflected in the pictures.
- The deck is not properly anchored per code.
- Steps are not secure as seen in the pictures.
- As seen in the pictures, the deck is incomplete.
- No hand rails on front steps.

Kitchen

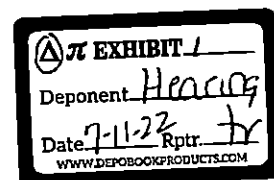
- Rotten wood was found in numerous locations, referenced in pictures.
- As per contract, no cabinets were installed.
- One of three walls has been covered with drywall. As per contract, the remainder of the kitchen is incomplete.

Closet

- As per the contract the closets are incomplete.

Addition

- As per the contract, the addition is incomplete.
- 2x4 rafters were used on the addition in the rear of the home. 2x6's should have been used instead. The maximum span for a 2x4 rafters is ten feet five inches by code. The rafters that were installed exceed the maximum span per residential code.
- Standing water on floors. Moisture reading is
- Dry wall is saturated from water infiltration from the exterior walls not being dried in.
- Fungi is present, which is harmful to living beings.



W&H001

ROA 187

Mr. David Johnson Report

EXHIBIT A

Front Deck

- The deck is attached to the home with sixteen penny nails and is incomplete. (the proper fastener should be lag bolts or thru bolts)
- The wood that the deck is attached to is rotten
- The deck is not properly anchored per code
- Steps are not secure as seen in the pictures
- No handrails on front steps



W&H003

ROA 189



W&H004

ROA 190



W&H005

ROA 191



W&H006

ROA 192



W&H007

ROA 193



W&H008
ROA 194



W&H009

ROA 195

Mr. David Johnson Report

EXHIBIT B

Windows

- As per contract, there were a total of 18 windows; only 17 were replaced
- Windows not installed properly
- No house-wrap around raw wood
- No silicone around windows
- Per manufacture specs for window installation, some windows need to be nailed every hole, or every other hole, with roofing tacks. Some of the windows had two nails only, and they were not the correct nails, as shown in the pictures.
- Missing window tape around windows. Once nails are in place, window tape should be applied to the windows.
- There should be an airtight seal around the windows to prevent any air intrusion. Some of the windows have gaps large enough to stick your hand in.
- Most of the windows were installed to wood that was rotten. Window jams are rotten.



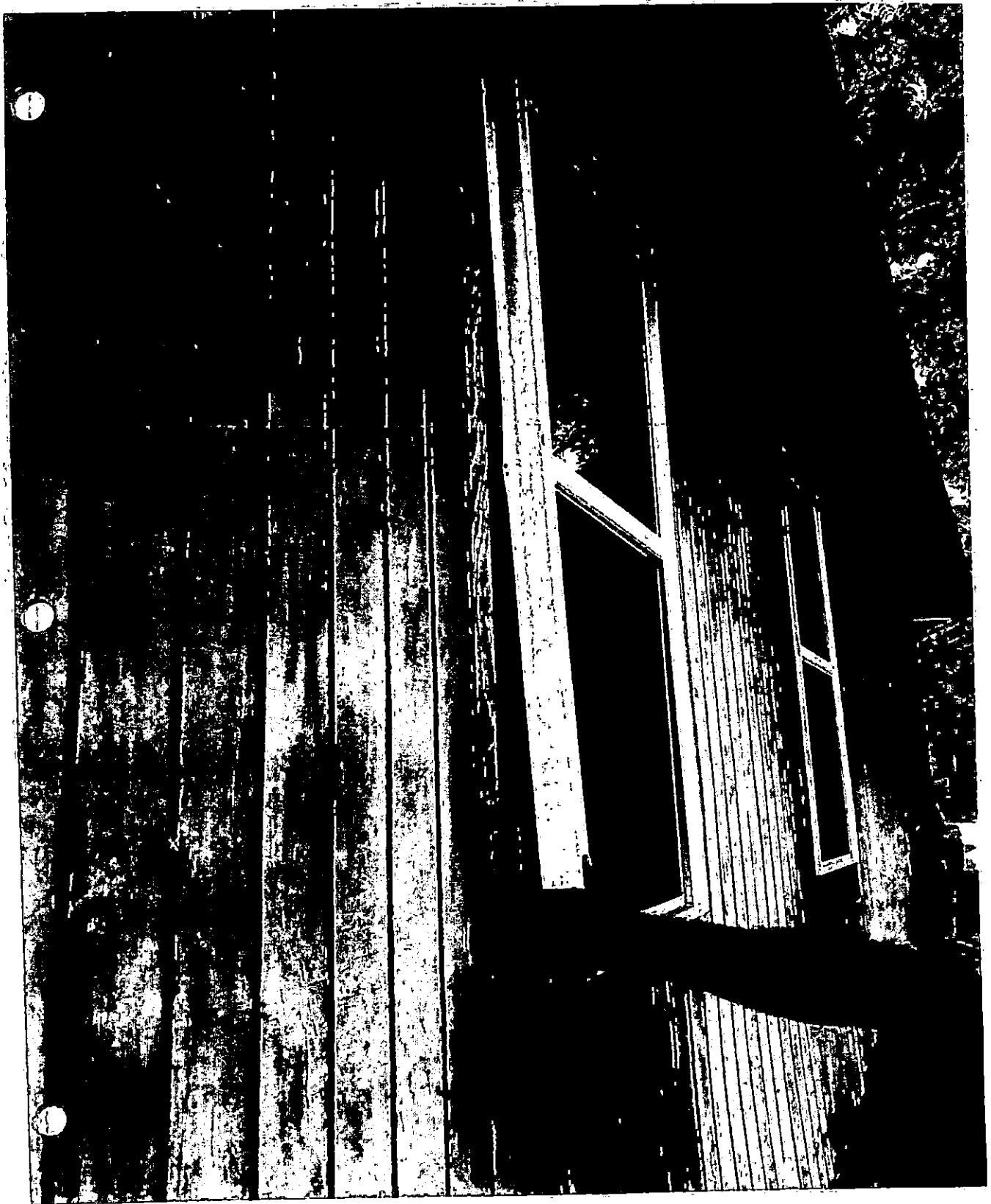
W&H011

ROA 197



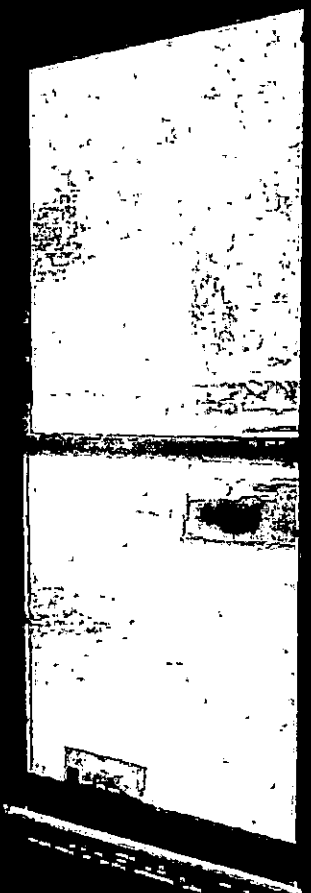
W&H012

FOA 198



W&H013

ROA 199



W&H014
ROA 200



W&H015

ROA 201



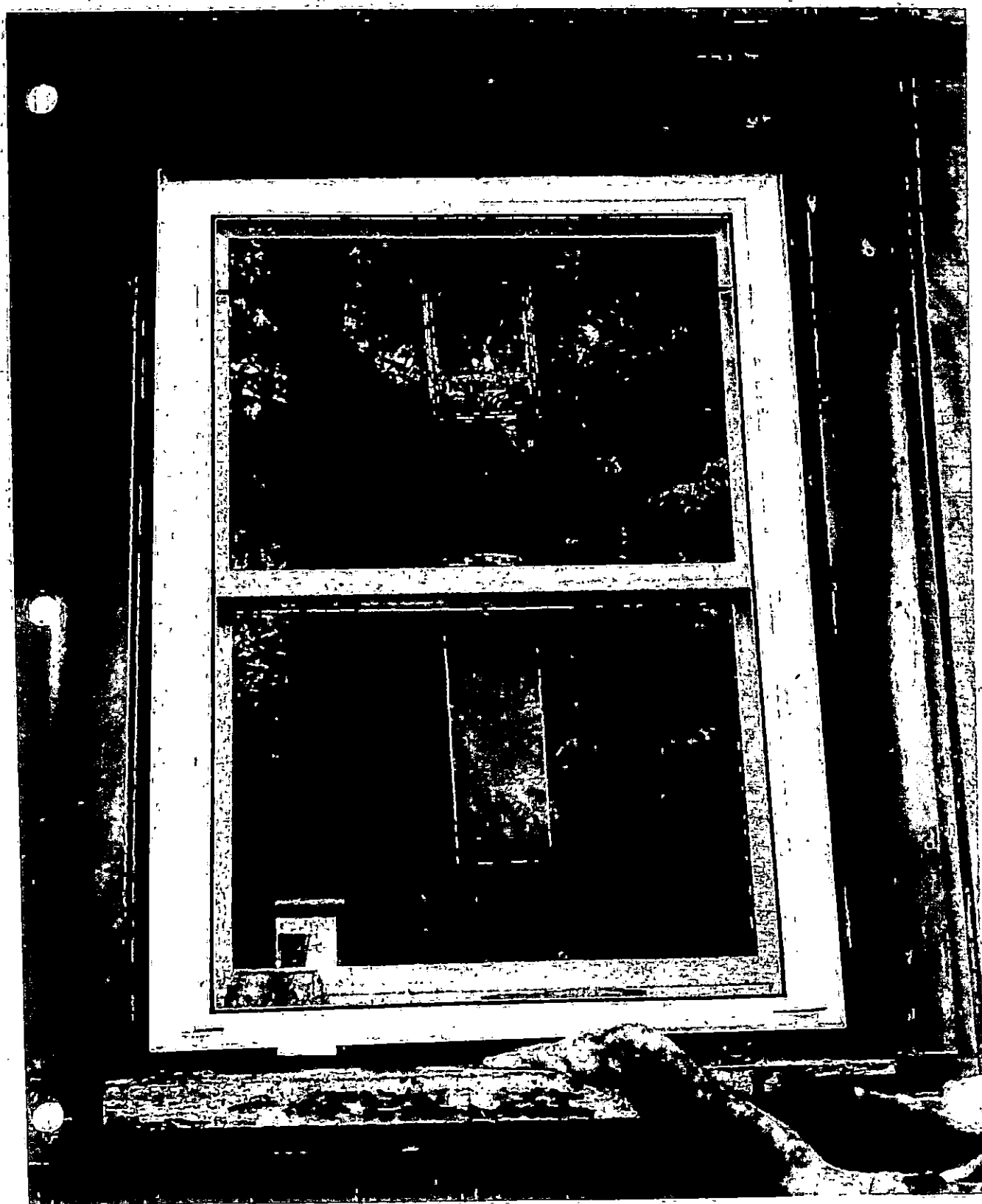
W&H016

ROA 202



W&H017

ROA 203



W&H018

ROA 204



W&H019

ROA 205



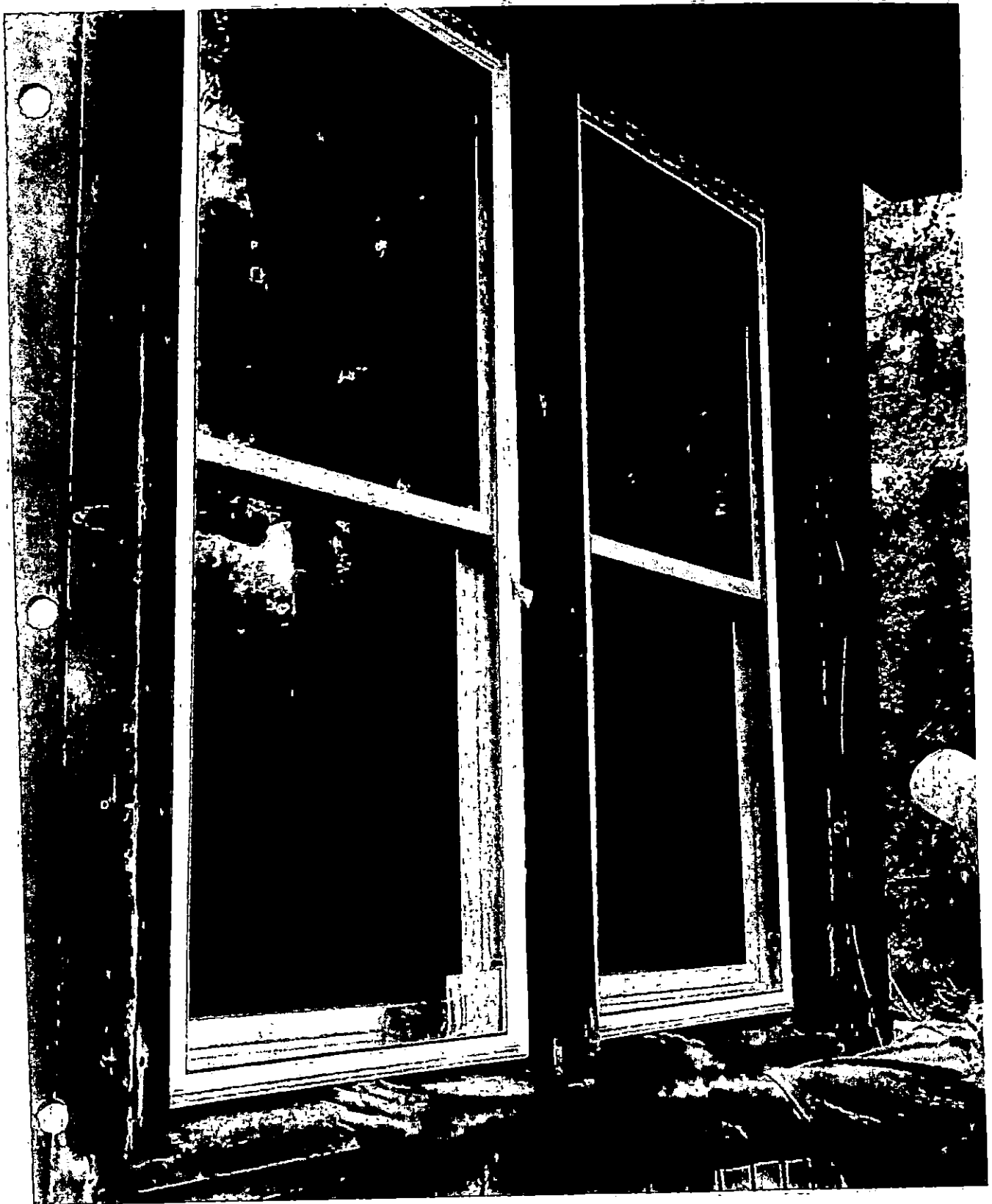
W&H020

ROA 206



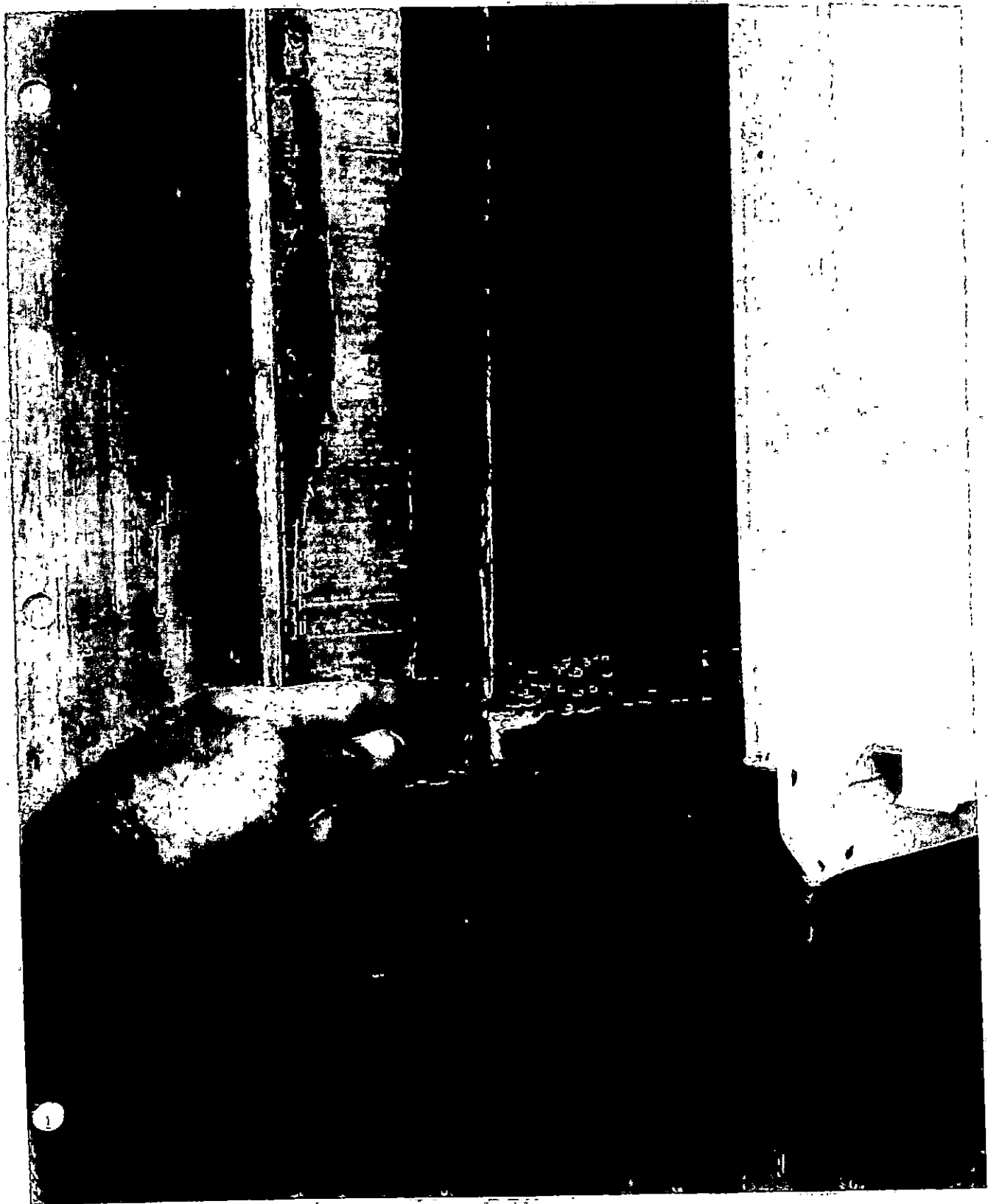
W&H021

ROA 207



W&H022

ROA 208



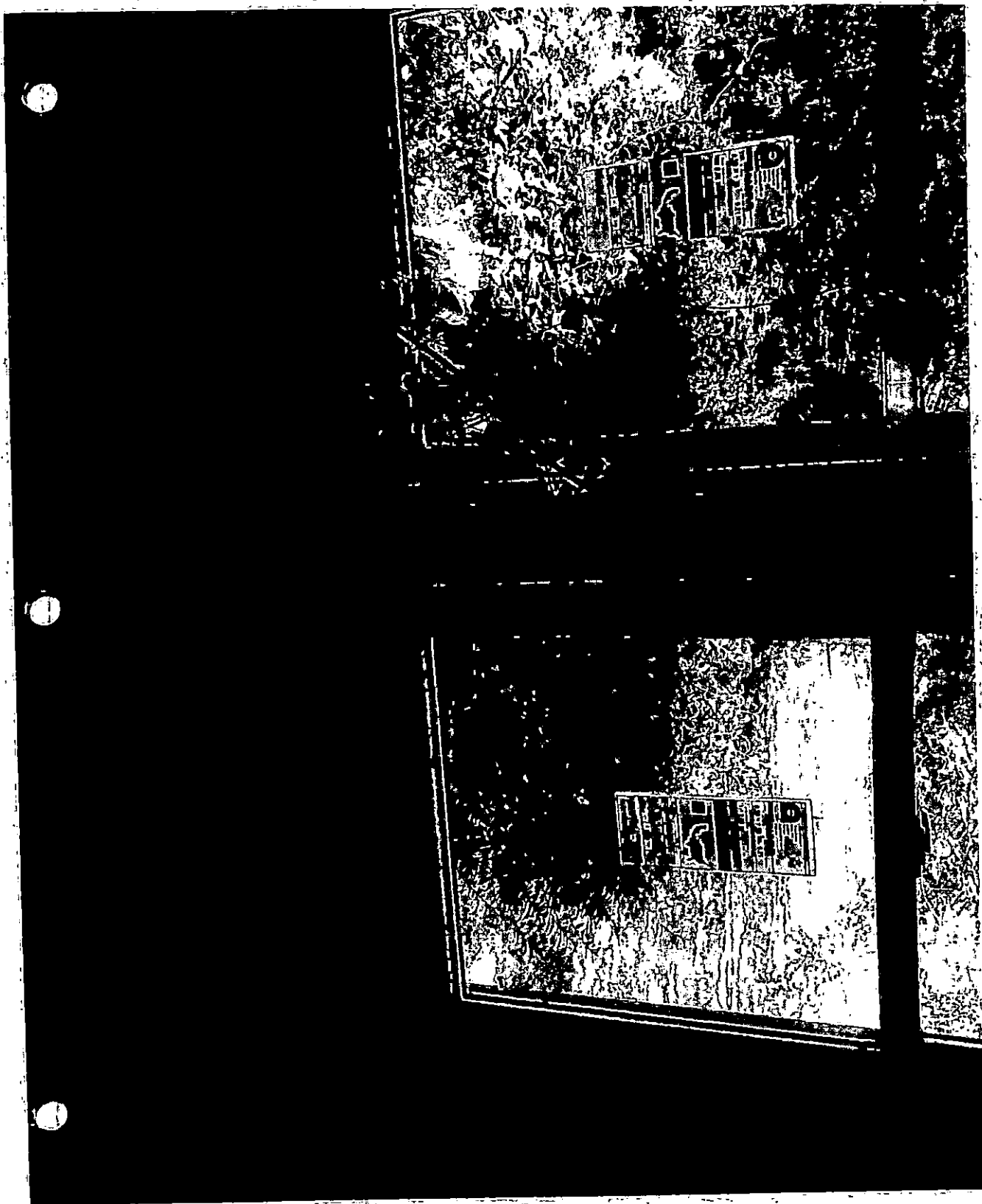
W&H023

ROA 209



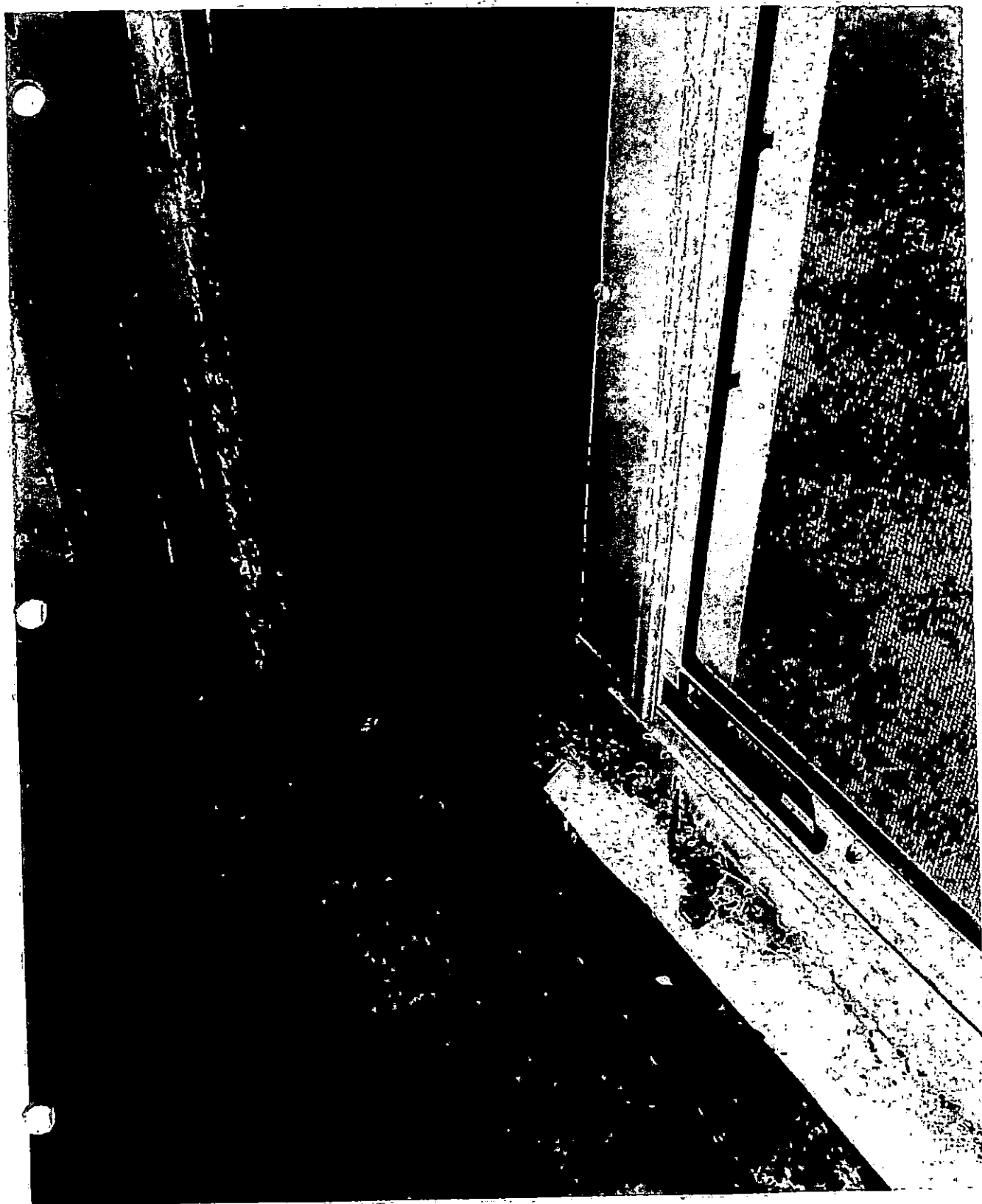
W&H024

ROA 210



W&H025

ROA 211



W&H026

ROA 212

Mr. David Johnson Report

EXHIBIT C

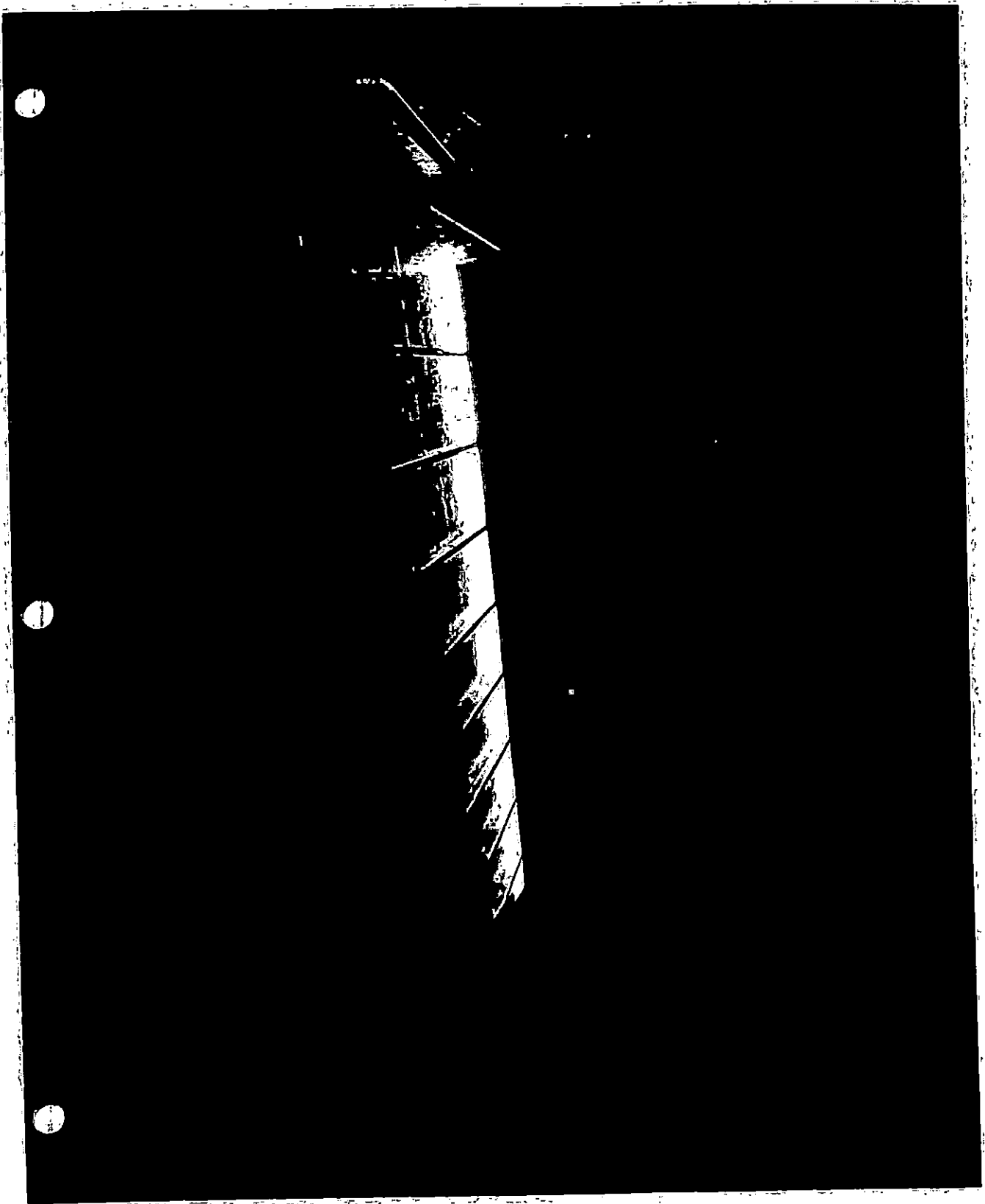
Addition

- As per contract, the addition is incomplete
- 2x4 rafters were used on the addition in the rear of home; 2x6 rafters should have been used instead. The maximum span for 2x4 rafters is 10 feet, 5 inches by code. The rafters that were installed exceed the maximum span per residential code.
- Drywall is saturated from water infiltration from the exterior walls not being dried in.
- Fungi is present on drywall
- Standing water on floors
- (New) Roof over original roof not completed (shingles ends are drooping directly being cut improperly)
- Siding not nailed properly
- remaining plastic, incomplete work
- Ceiling work not done



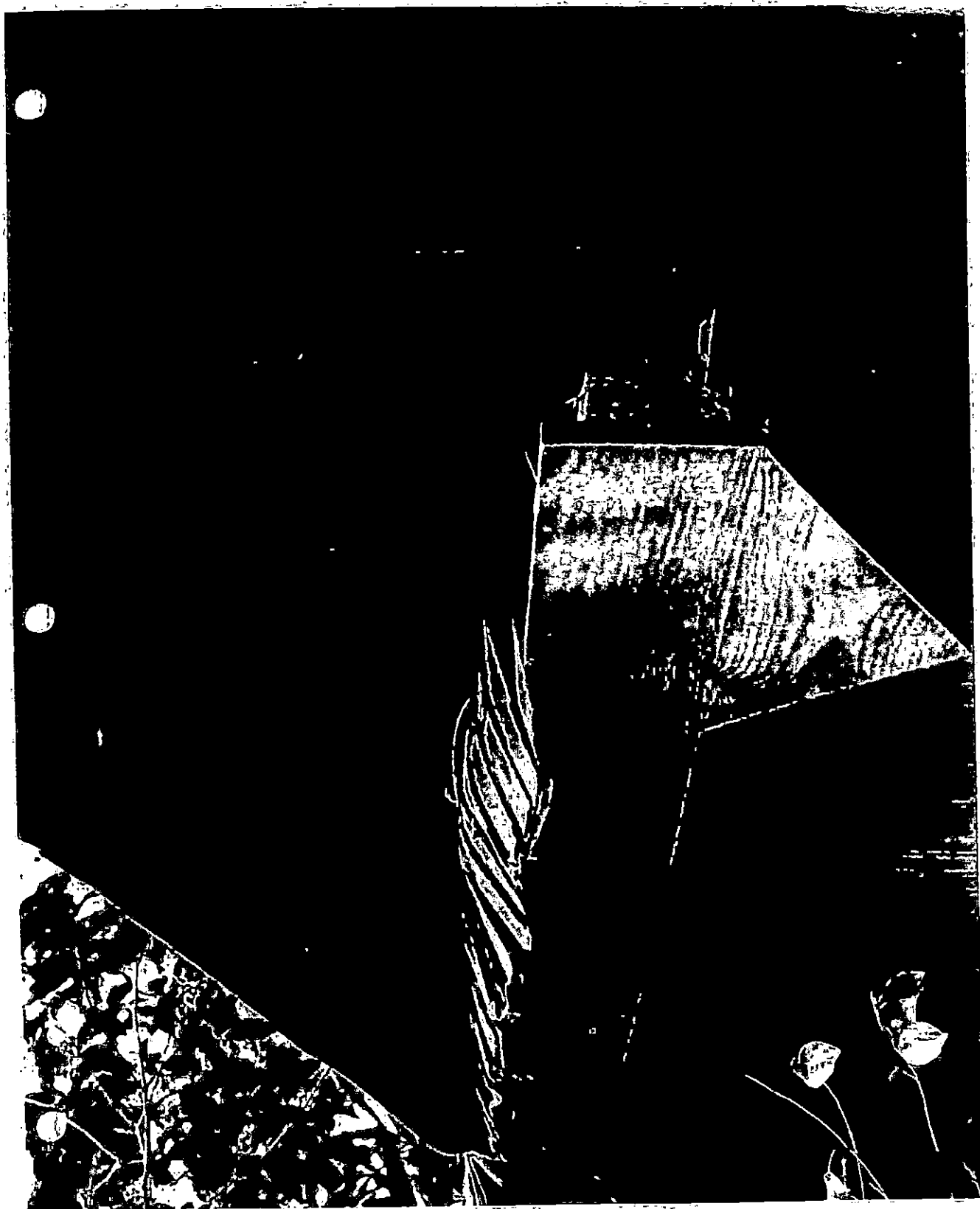
W&H028

ROA 214



W&H029

ROA 215



W&H030

ROA 216



W&H031

ROA 217



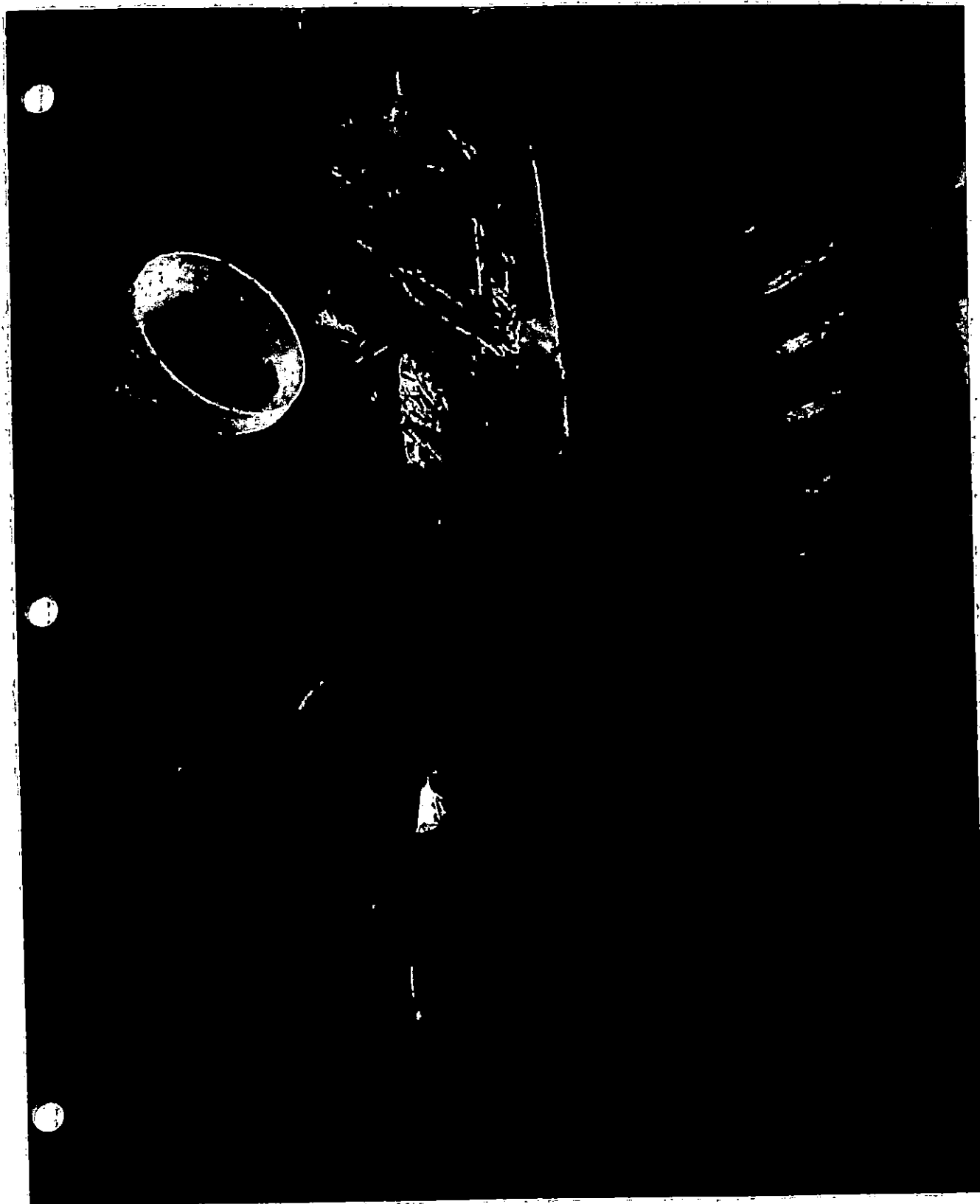
W&H032

ROA 218



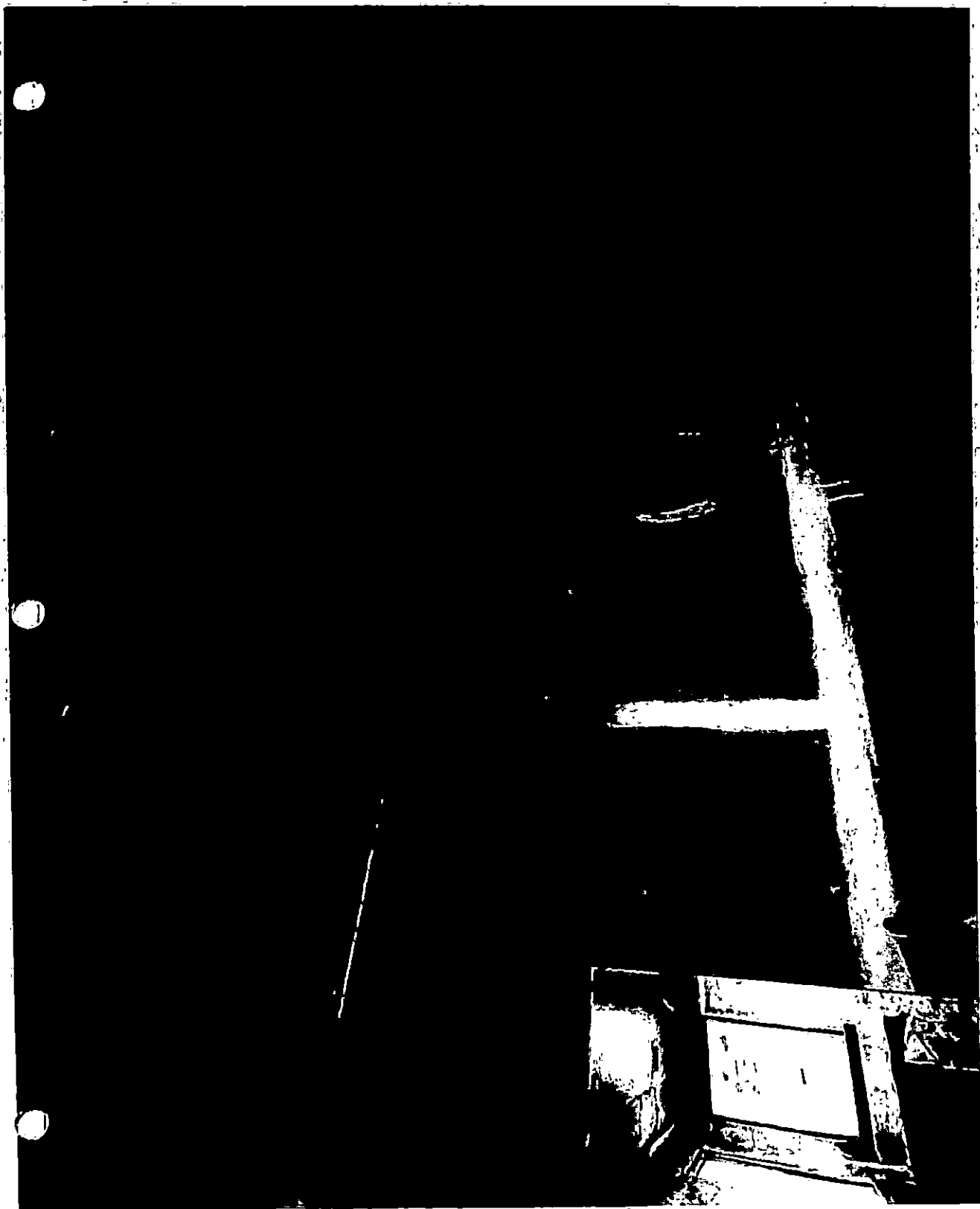
W&H033

ROA 219



W&H034

ROA 220



W&H035

ROA 221

Mr. David Johnson Report

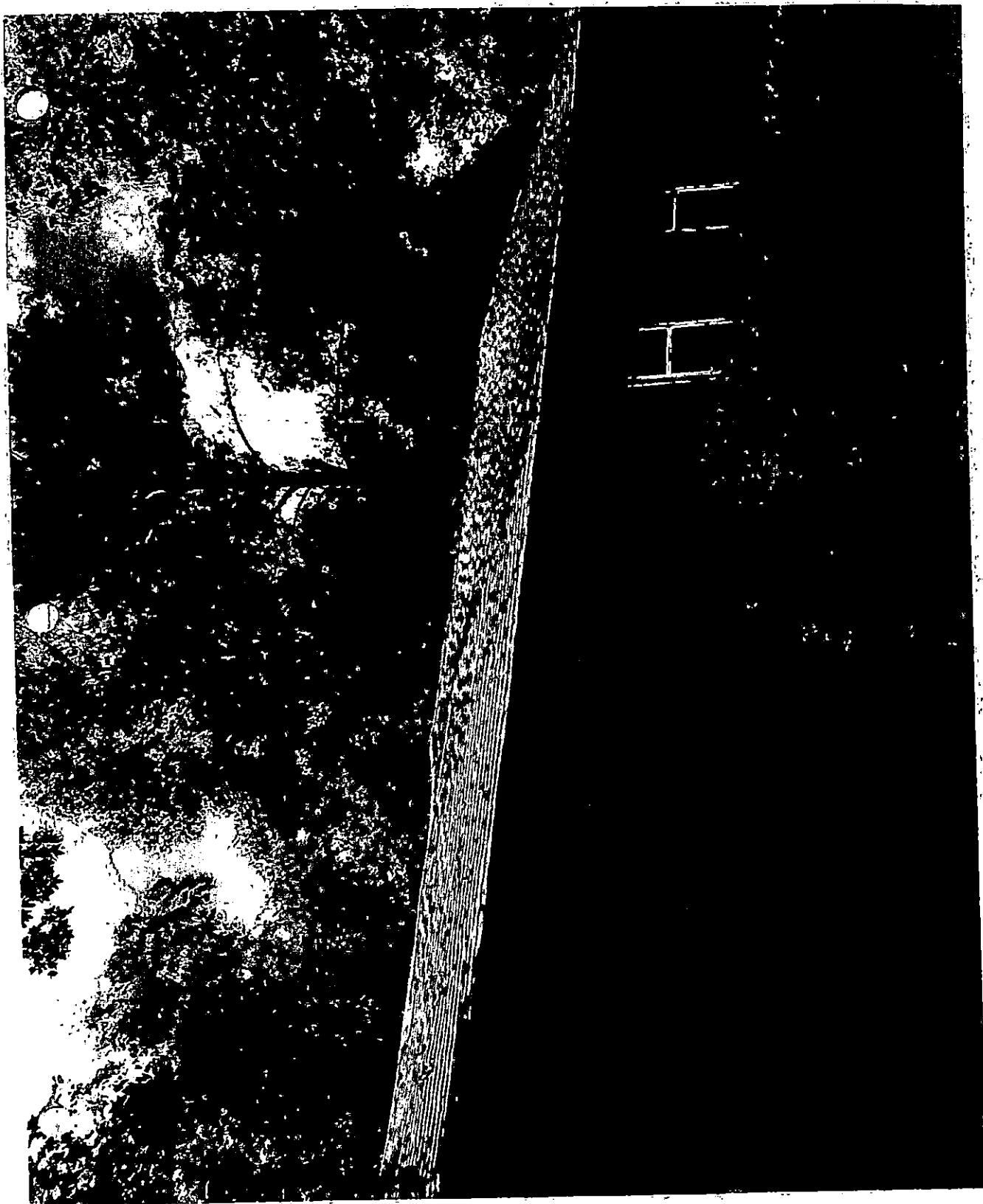
EXHIBIT D

Roof

- New 3-tab shingles have been installed
- No drip edge was installed
- There is approximately an 8-inch dip in the roof that should have been corrected before installing the new roof. New rafters needed to be added to level the roof properly.
- Roofing job incomplete; missing shingles on bay window in front of home

• Shingles are drooping on ends due to not being cut properly

• fascia is in the process of decay (non-treated)



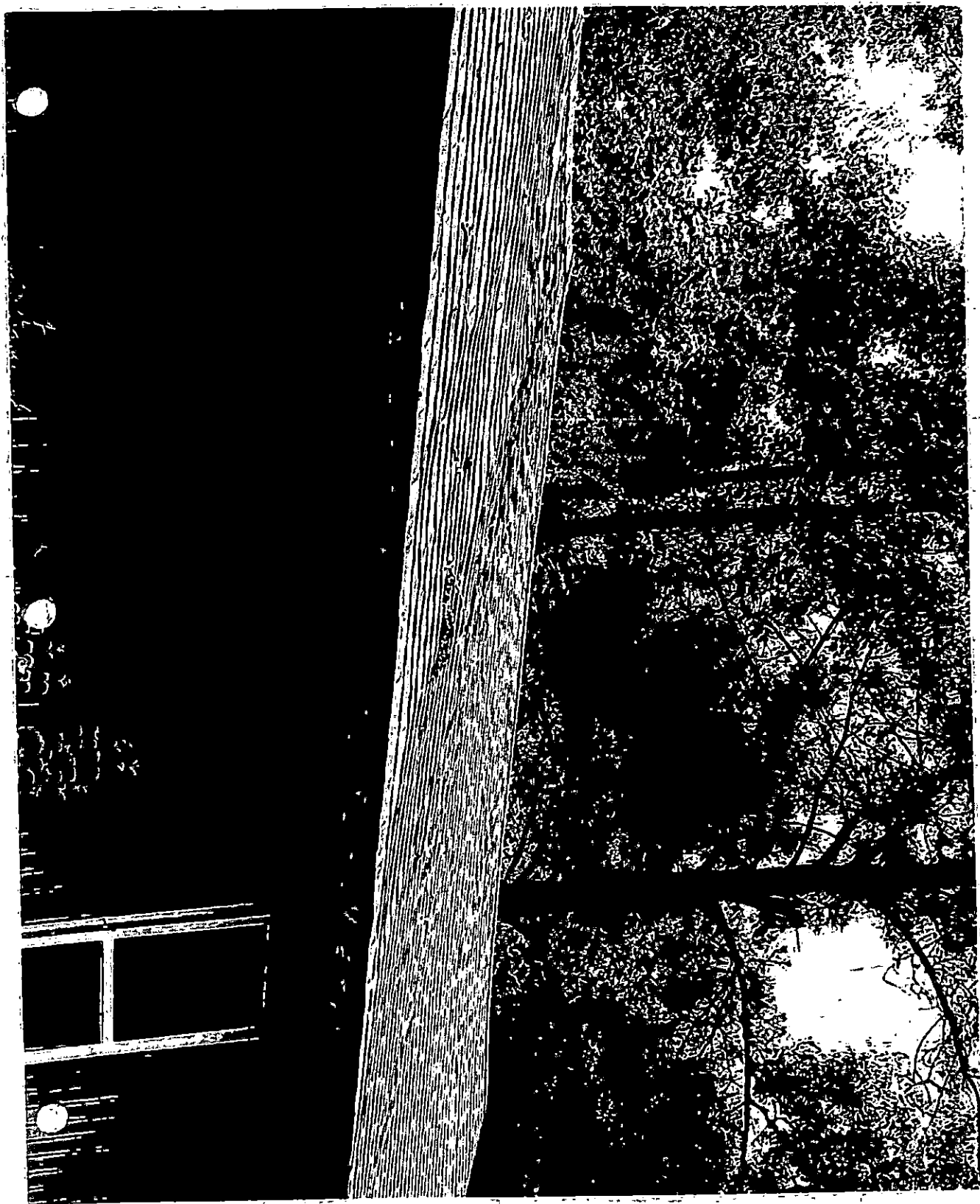
W&H037

ROA 223



W&H038

ROA.224



W&H039

ROA 225



W&H040

ROA 226

Mr. David Johnson Report

EXHIBIT E

Bathroom/Laundry Room

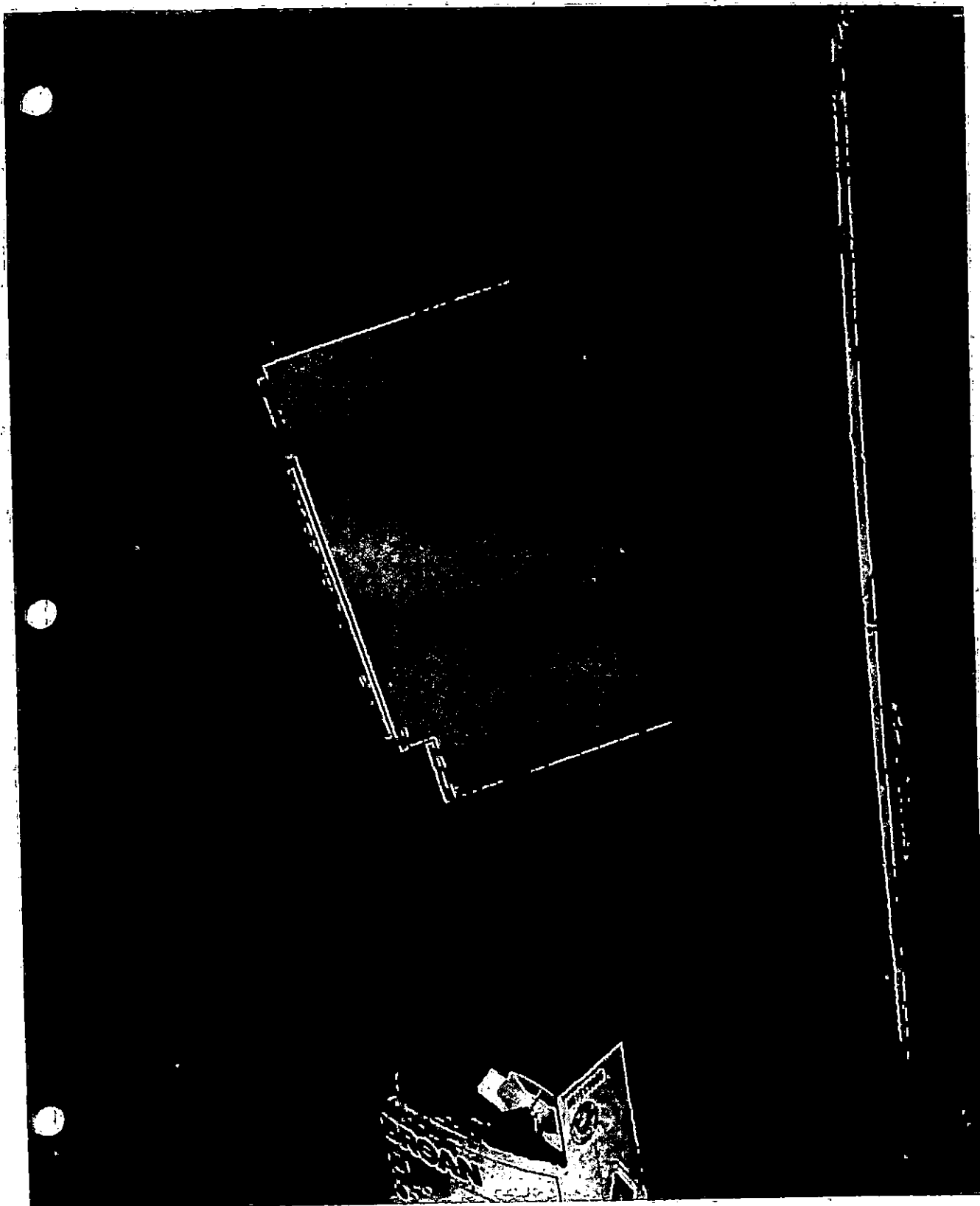
- As per contract, the bathrooms are incomplete
- Nothing has been done except the incorrect installation of a vanity
- The laundry room is incomplete; no work has been done



W&H042
ROA 228



W&H043
ROA 229



W&H044

ROA 230



W&H045

ROA 231

Mr. David Johnson Report

EXHIBIT F

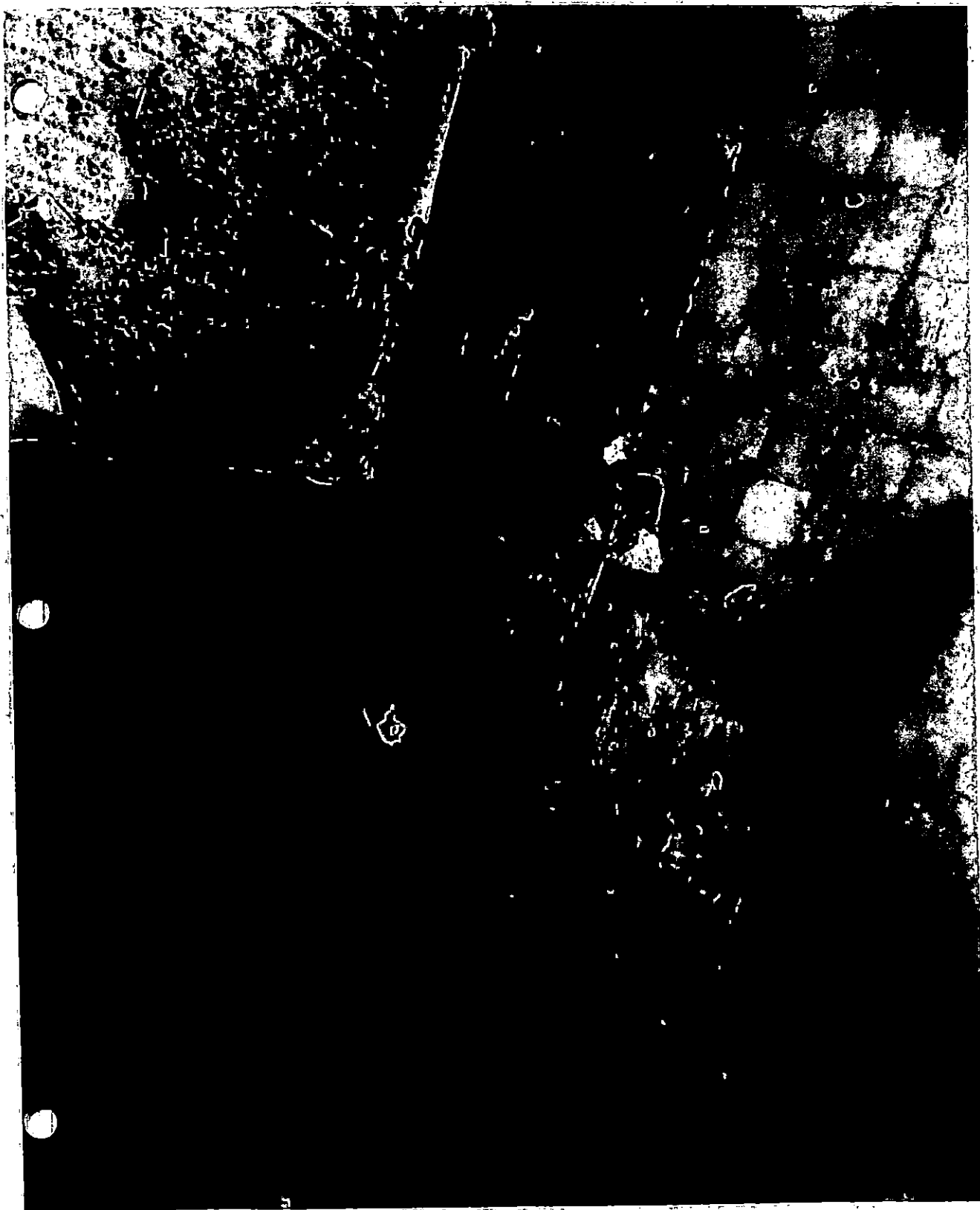
Kitchen/Flooring

- Rotten wood was found in numerous areas if the kitchen
- As per contract, no cabinets were installed
- One of 3 walls have been covered with drywall. As per contract, the remainder of the kitchen is incomplete
- The floors throughout the home are unlevel; some places exceed 3 inches
- No floor covering has been installed in the home



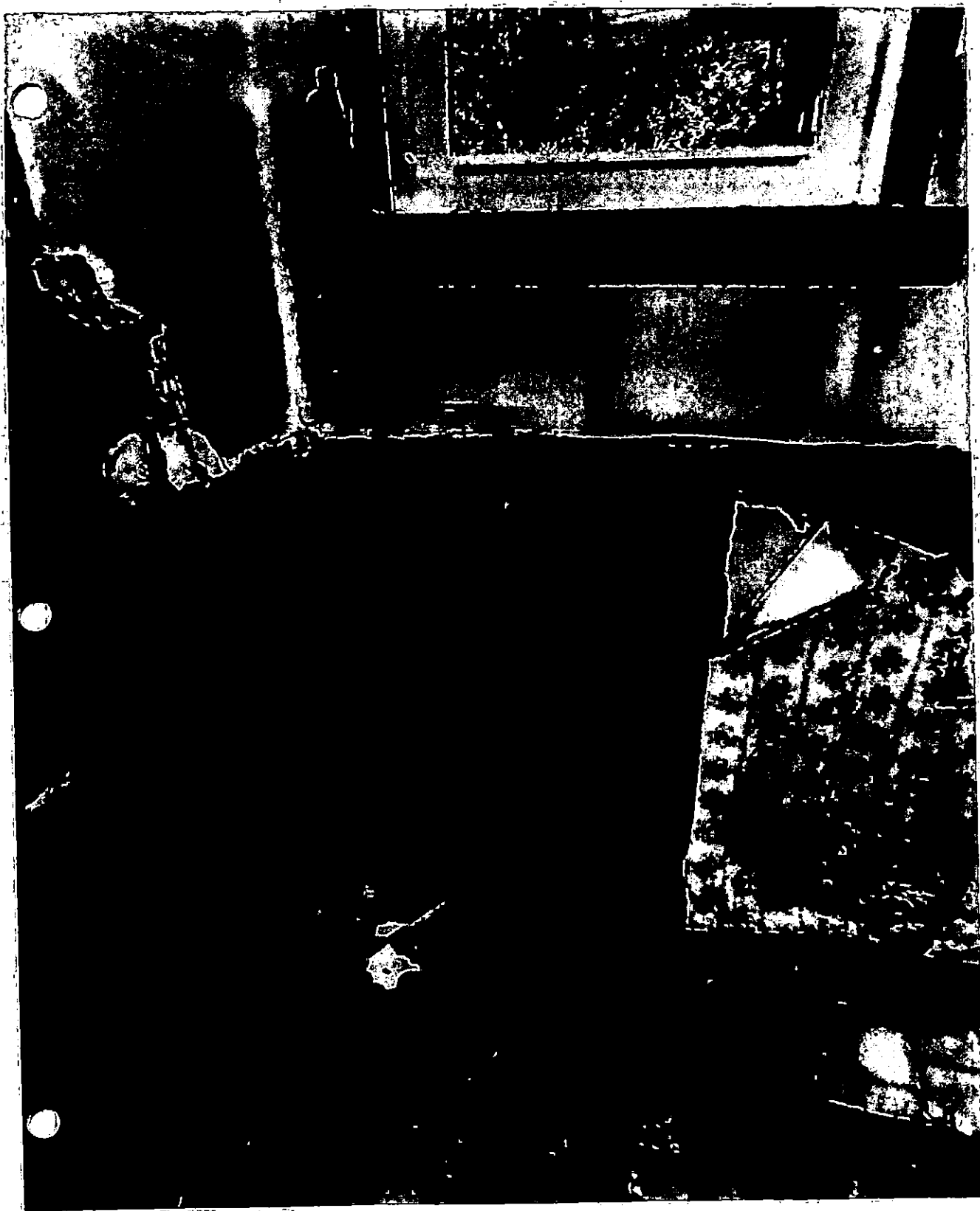
W&H047

ROA 233



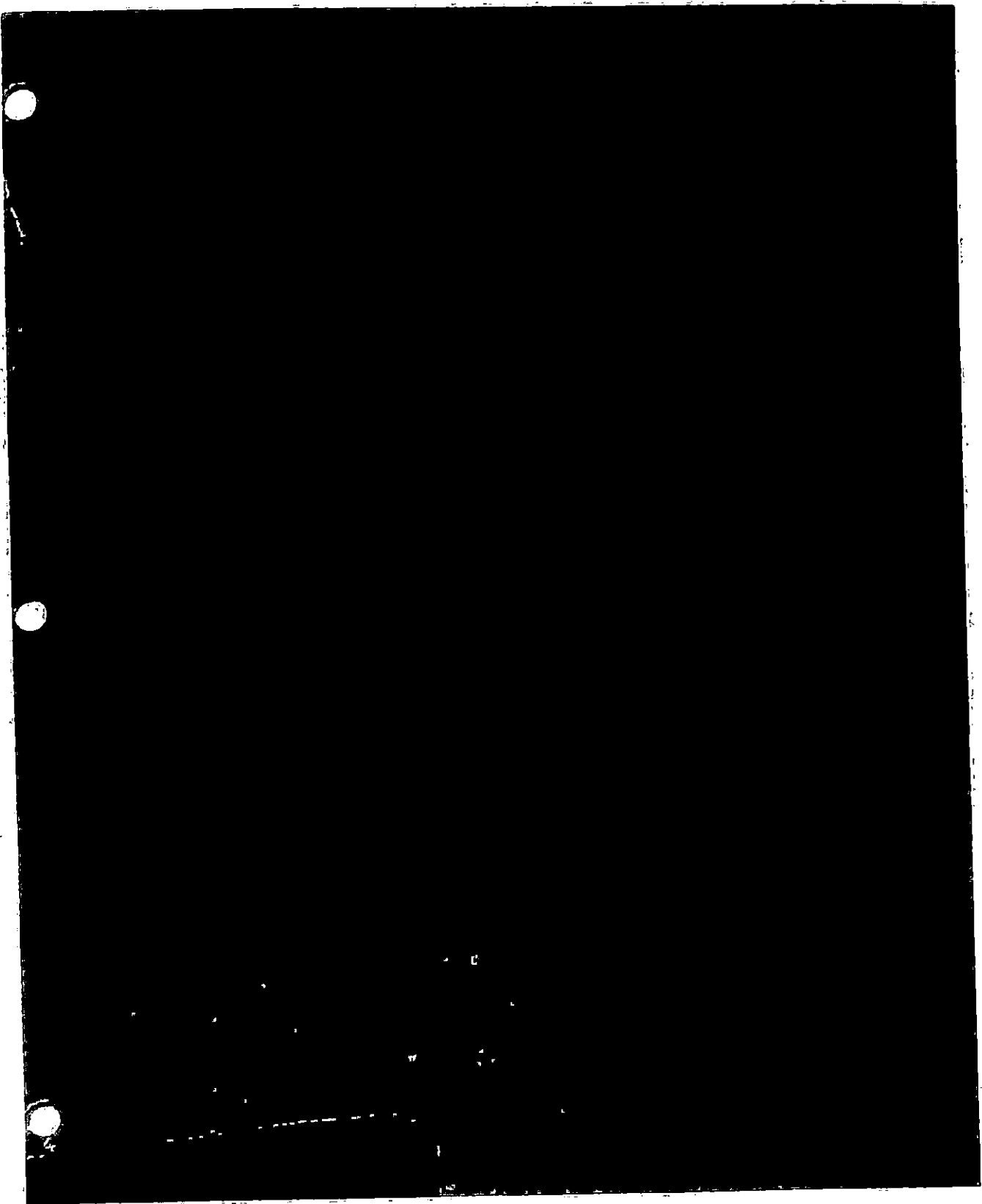
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ROA 234



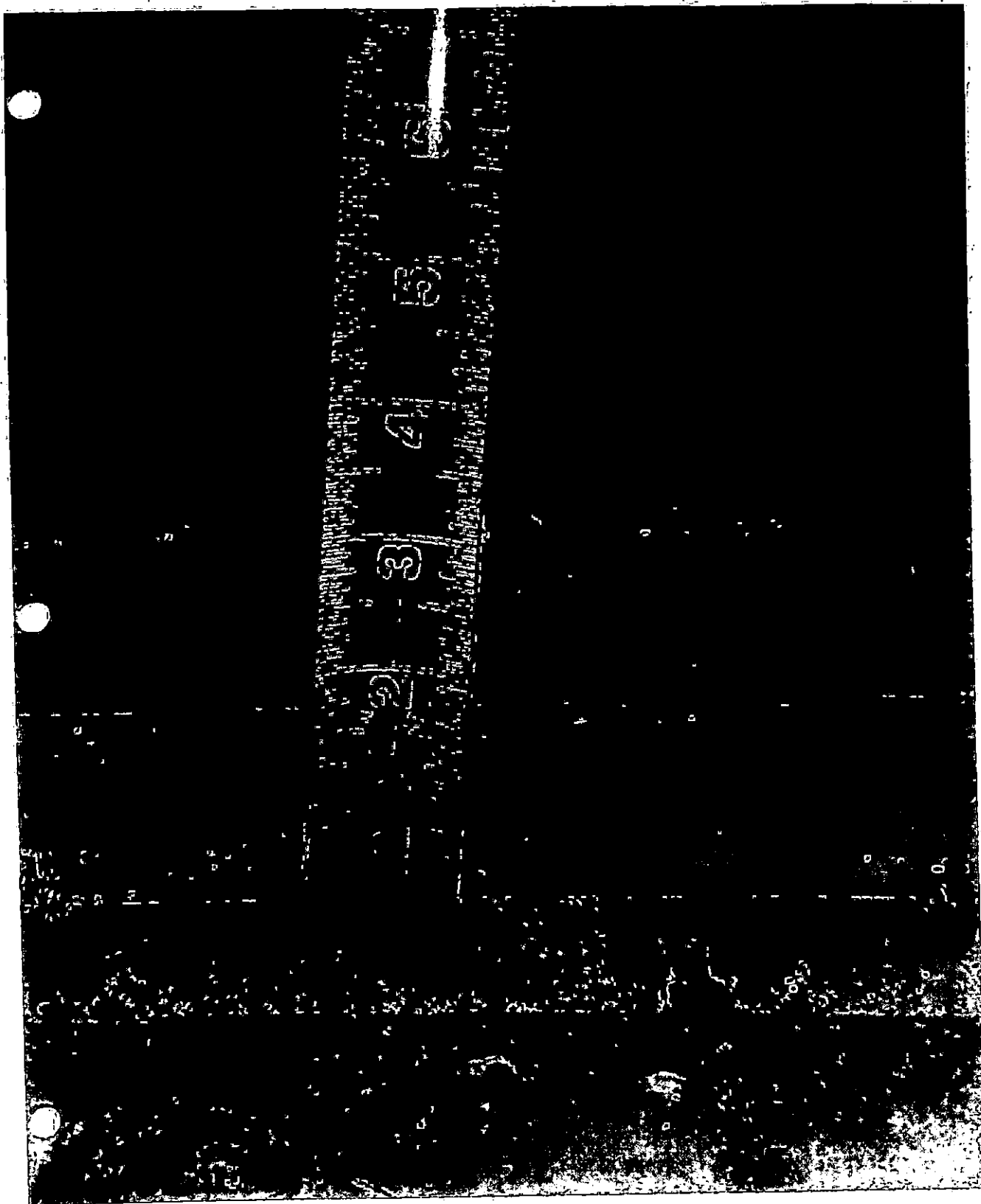
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ROA 235



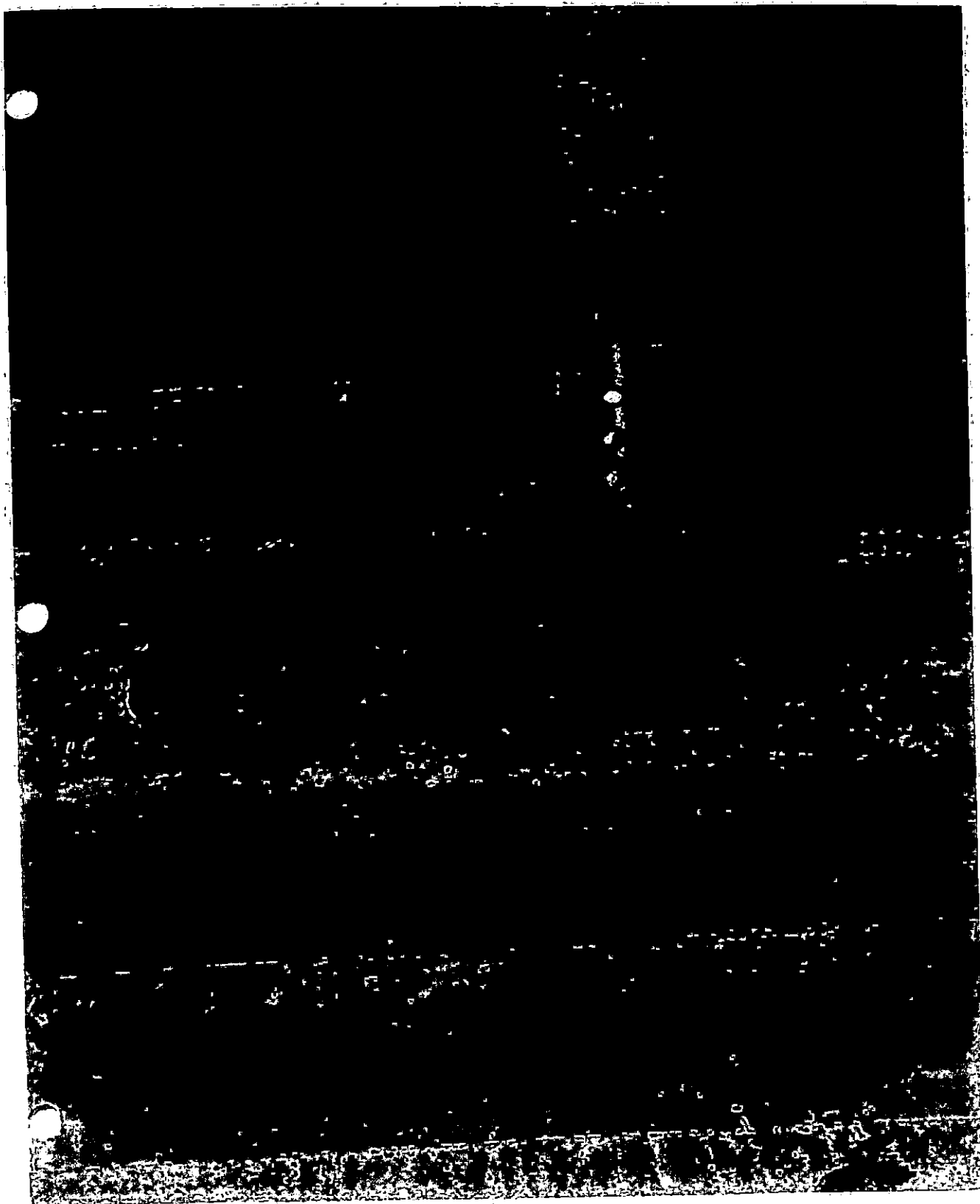
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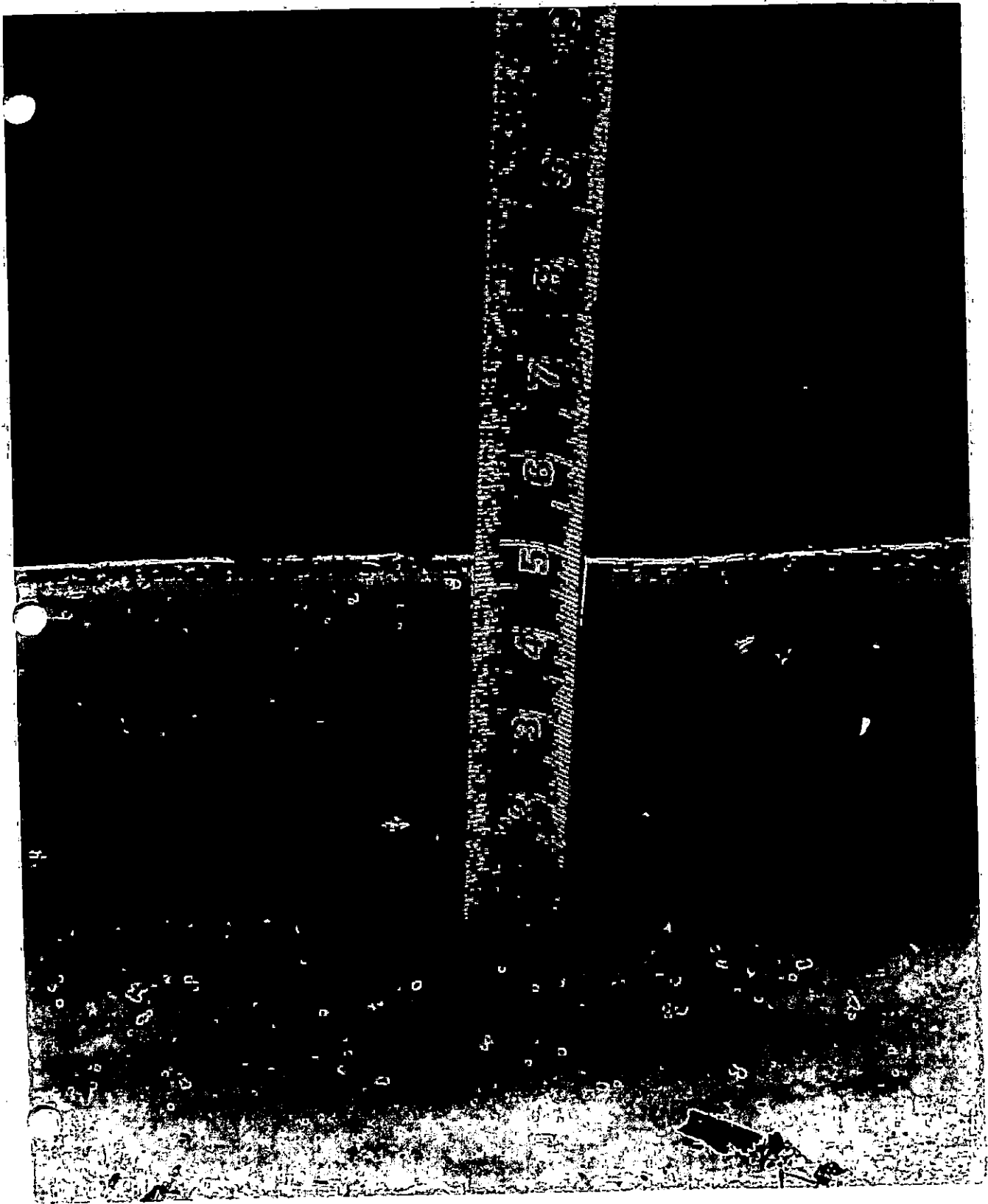


W&H051

ROA 237



W&H052
ROA 238



W&H053

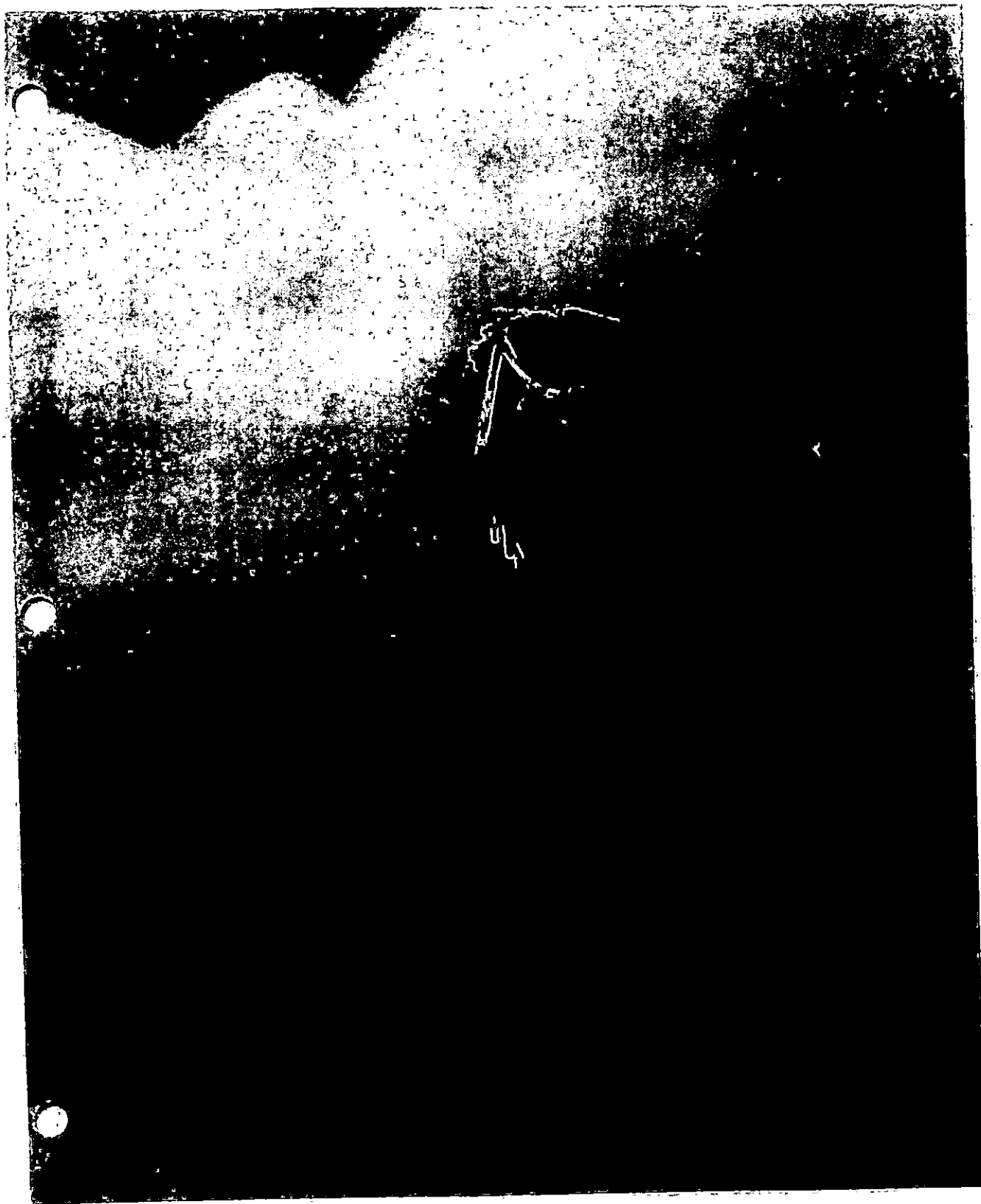
ROA 239

Mr. David Johnson Report

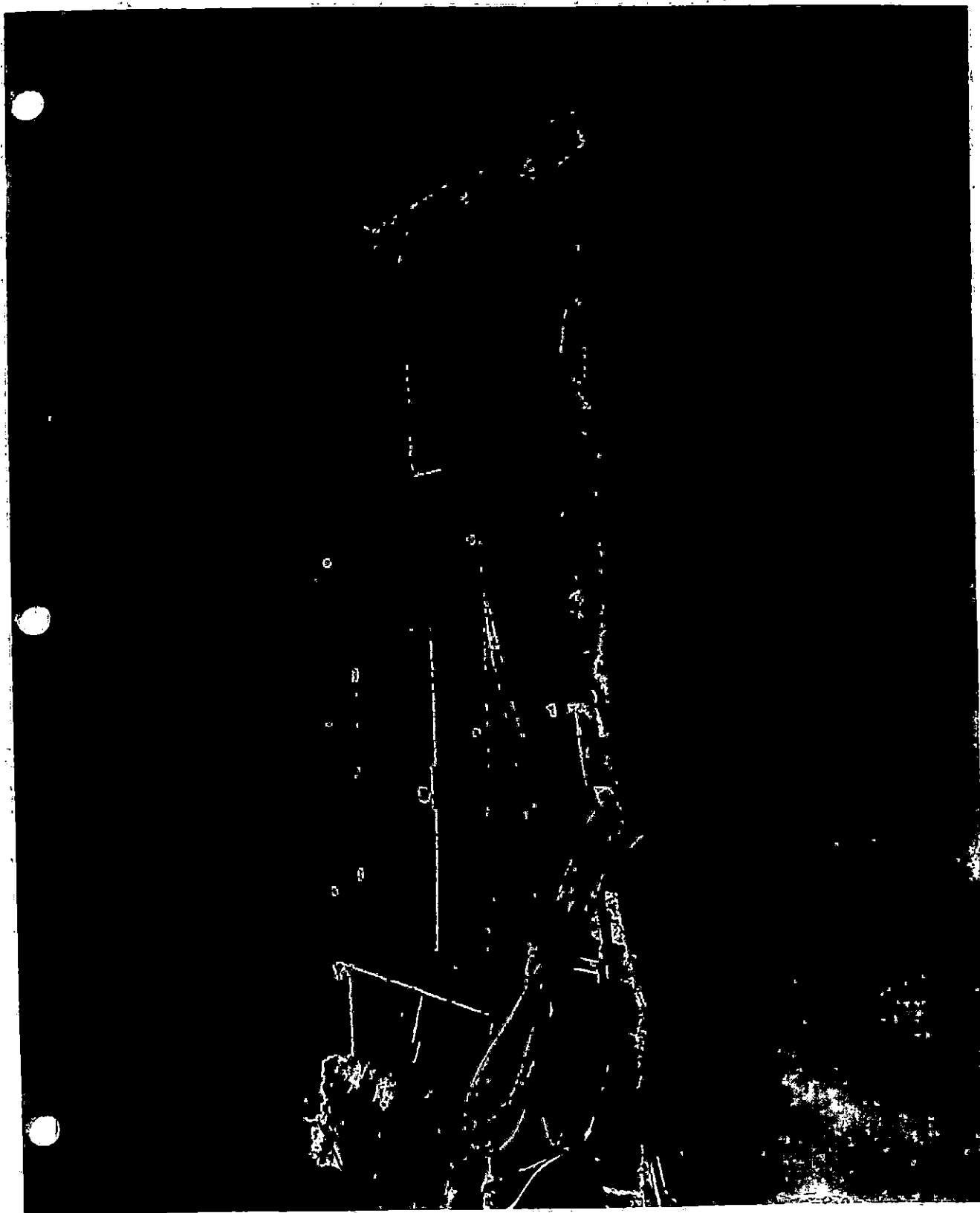
EXHIBIT G

Electrical

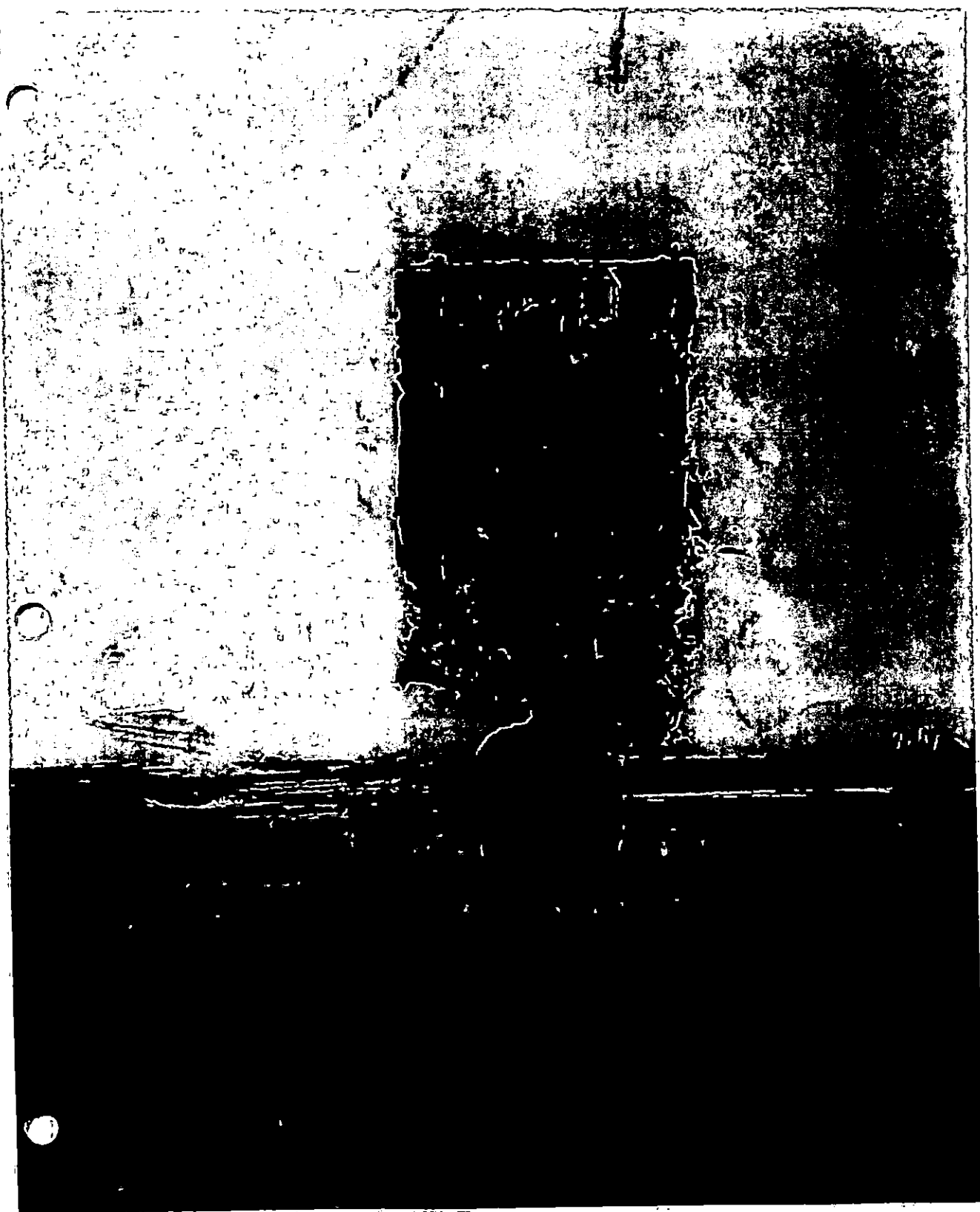
- As per contract, 12 can lights were to be installed. There were changes to the contract for "added can lights"
- As per contract, "changes" for "rewire" was estimated to cost \$3,900
- As shown in the picture referencing the breaker box, the home has not been completely rewired. The original wires are in place; visible in the pictures and clearly distinguishable from the old wires, is the addition of new wires running to can lights, some receptacles, and switches.
- As seen from the pictures, most of the receptacles have not been rewired or replaced. The old receptacles are still in place.
- Appears to be no GFCI protection where required by code



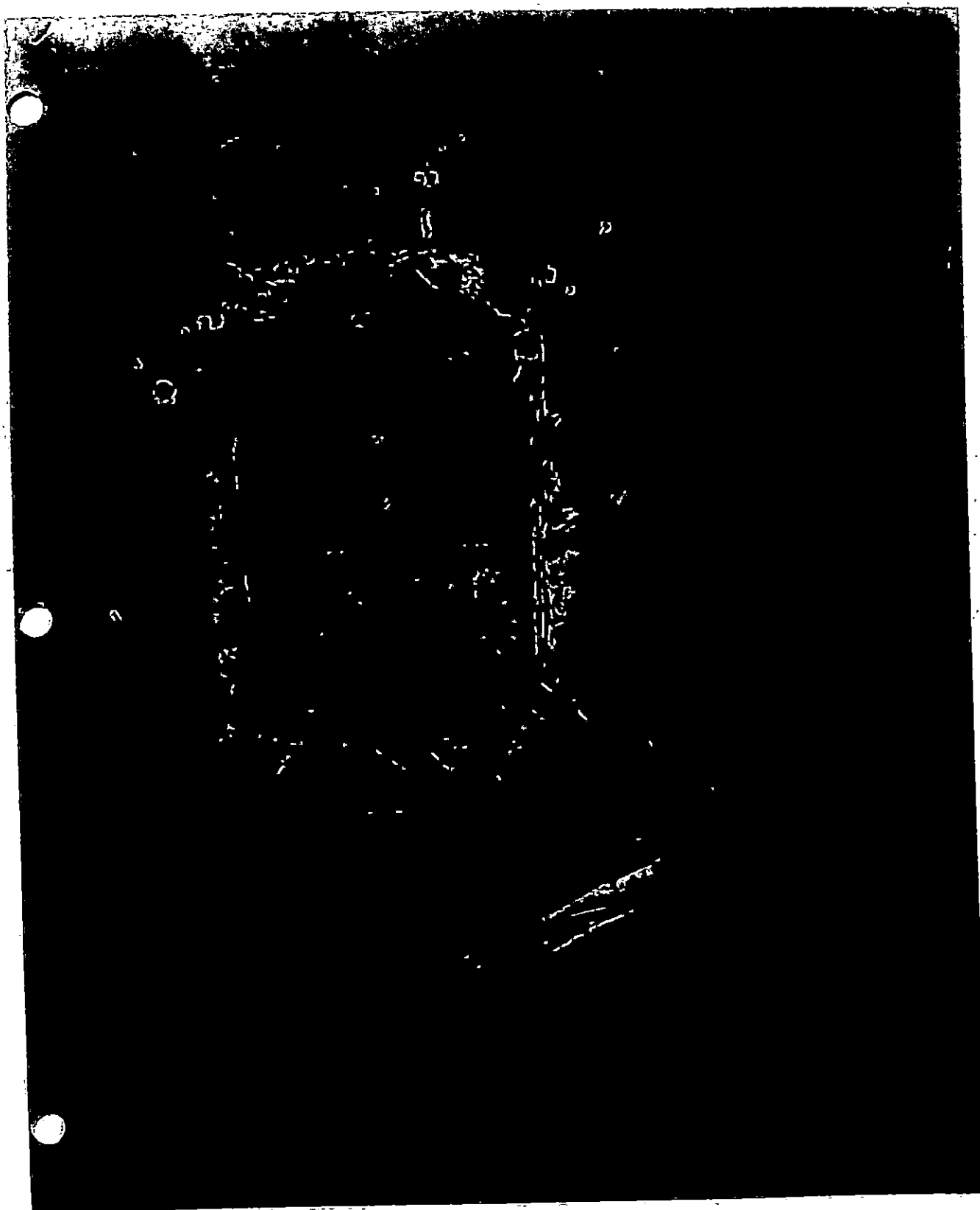
W&H055
ROA 241



W&H056
ROA 242



W&H057
ROA 243

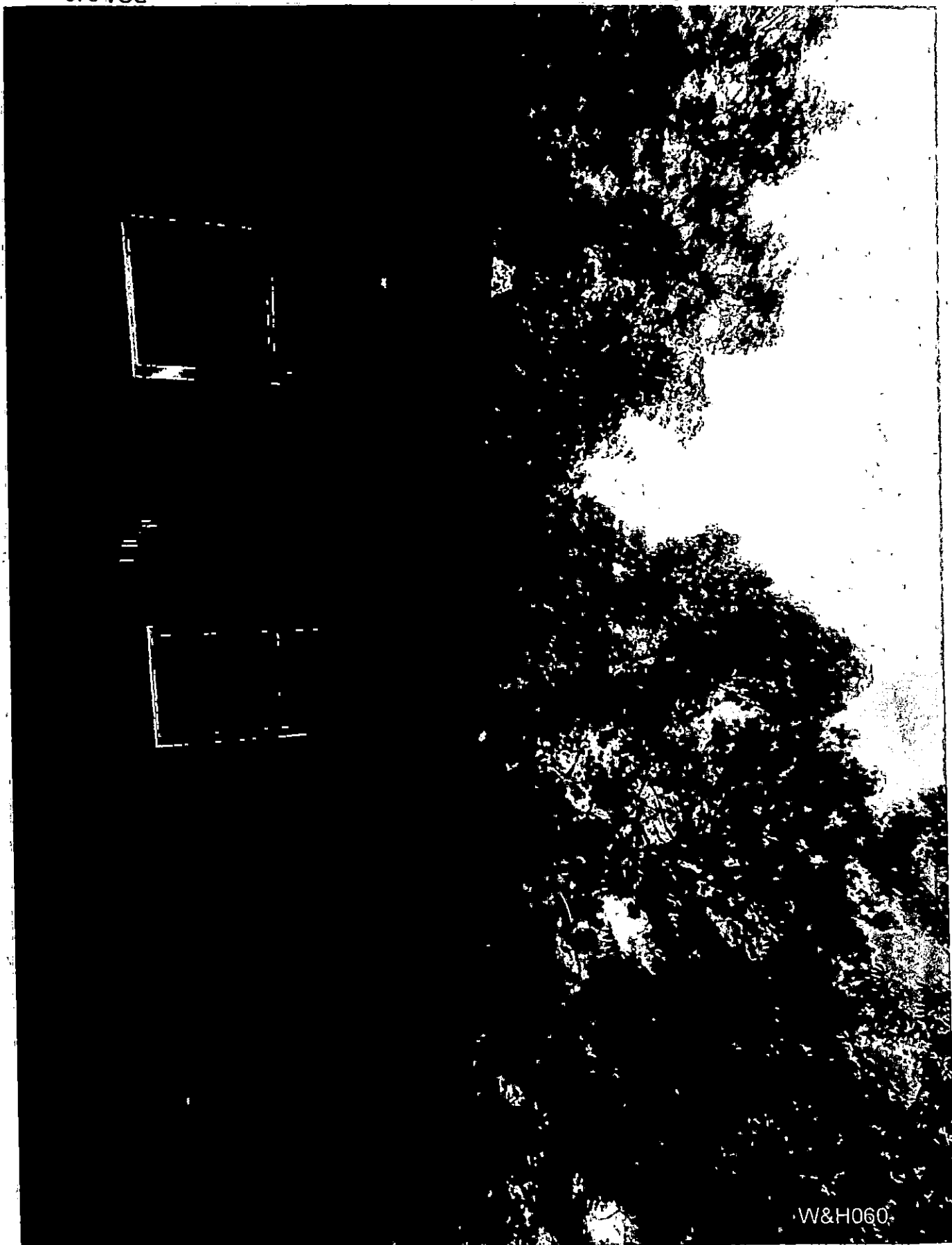


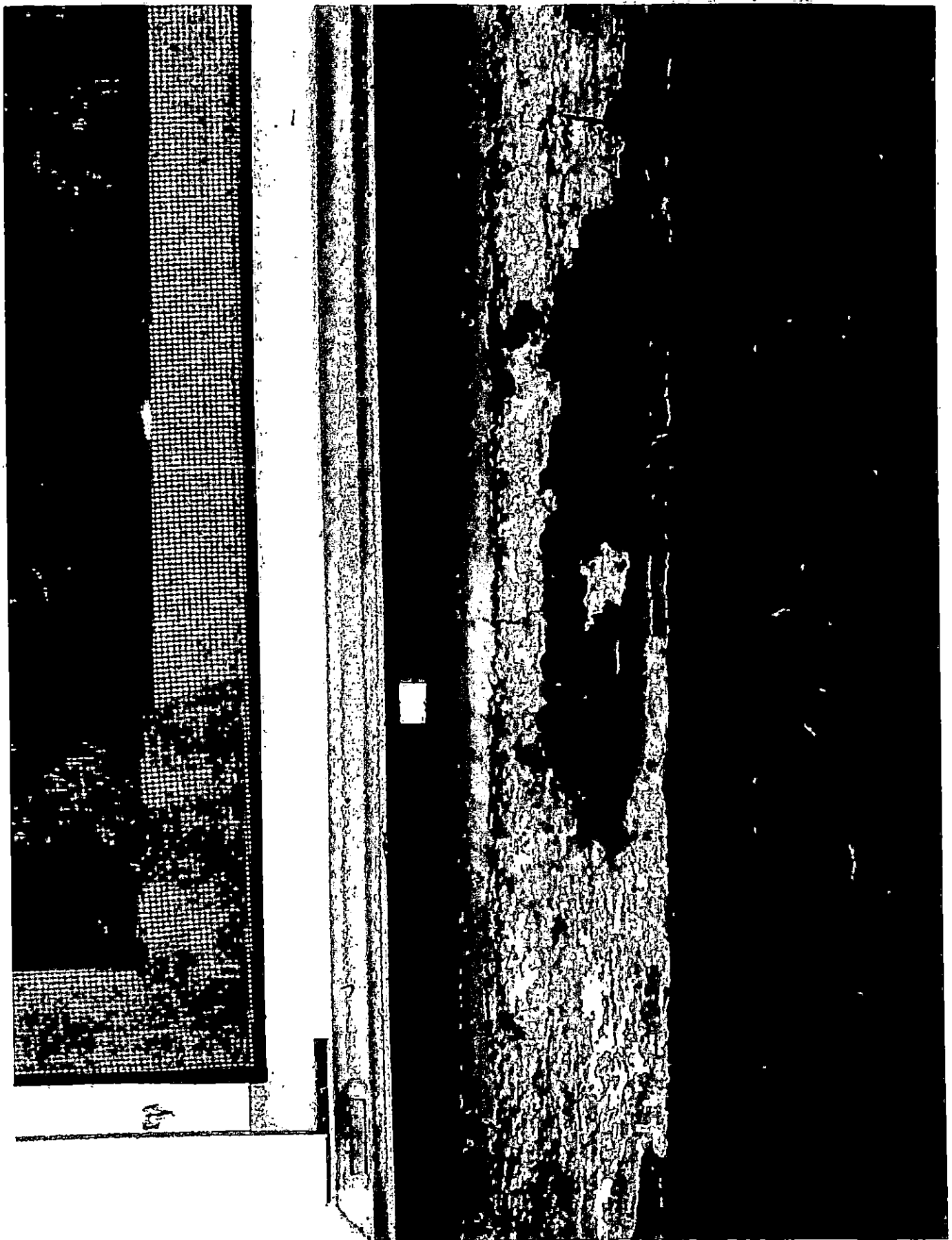
W&H058
ROA 244



W&H059

ROA 245





343-498 2071

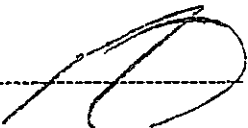
Proposal

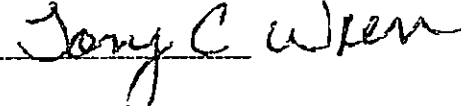
Supply and install all cabinets as per drawings;

\$ 11,780.00
Payments 50% deposit ----- 5890.00 Pd CK#1817 Pd 2-16-18 CASH on 2-16-18
Payment #2 25% at box set ----- 2945.00 Pd CK#1820 Pd 2-27-18 \$3000.00
Balance door & draw set ----- 2945.00 CASH on 2-28-18

Includes vanity in master

Work will begin next business day after deposit and to be complete within 30 days

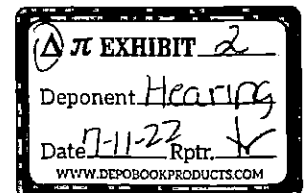

Steve Cumbee


owner

date

Thurs
3-23rd 18

ROA 248



STATE OF SOUTH CAROLINA
COURT OF COMMON PLEAS
COUNTY OF BERKELEY
STEVE CUMBEE AND PALMETTO
KITCHEN & REMODELING, LLC,

Plaintiffs,

vs. CASE NO. 2018-CP-08-00889

BERNARD MILLIGAN,

Defendant.

HEARING BEFORE: Honorable Dale E. Van Slambrook,
Master-in-Equity

DATE: October 20, 2022
TIME: 2:01 PM

LOCATION: Berkeley County Courthouse
300 California Avenue
Courtroom A
Moncks Corner, SC

REPORTED BY: Priscilla Nay,
Court Reporter

1 APPEARANCES OF COUNSEL:
2 ATTORNEYS FOR THE PLAINTIFF
3 STEVE CUMBEE AND PALMETTO
4 KITCHEN & REMODELING, LLC:
5 WIGGER LAW FIRM, INC.
6 BY: KINDREA N. WILSON
7 8086 Rivers Avenue
8 North Charleston, SC 29406
9 (843)553-9800
10 kwilson@wiggerlawfirm.com

11 ATTORNEYS FOR THE DEFENDANT
12 BERNARD MILLIGAN:

13 WILLIAMS & HULST, LLC
14 BY: JOHN "JACK" B. WILLIAMS
15 209 East Main Street
16 Moncks Corner, SC 29461
17 (843)761-8232
18 jbw@williamsandhulst.com

19 ALSO PRESENT:
20 Bailey Kangas

21 (INDEX AT REAR OF TRANSCRIPT)
22
23
24
25

1 THE COURT: We're ready to go on the
2 record. This is case 2018-CP-08-00889, Steve
3 Cumbee, Plaintiff, versus Bernard Milligan. This
4 is a motion to reconsider filed by Mr. Cumbee. So,
5 Ms. Wilson, this is your motion. I'll be happy to
6 hear from you.

7 MS. WILSON: Thank you. Your Honor. So
8 we're here today on the case of Steve Cumbee versus
9 Bernard Milligan. In 2017 these parties entered
10 into a contract in which the Plaintiff would
11 perform some repairs and some remodeling at the
12 Defendant's property located at 306-A Live Oak
13 Drive in Moncks Corner, South Carolina.

14 The parties agreed that a down payment
15 would be made in order for the project to get
16 started and after that the rest of the payments
17 would just be made on an as-needed basis in order
18 for the project to continue. The down payment was
19 made and the project began.

20 The as-needed payments, that worked for
21 a while until about the end of November of 2017 in
22 which the Plaintiff went to the Defendant as
23 previously done, asked for a payment to continue
24 the project and the Defendant did not make this
25 payment. Because the Defendant didn't make this

1 payment Mr. Cumbee and Palmetto Kitchen &
2 Remodeling had to cease the work on the project.

3 At that time when the work on the
4 project ceased Mr. Cumbee had spend \$42,150 on the
5 project. The Defendant had paid over \$34,250 on
6 the project, meaning that Mr. Cumbee had spent
7 \$7,900 of his own money on the project that he was
8 not reimbursed for.

9 Since he never received payment on that
10 in May of 2018 he filed a summons and complaint for
11 foreclosure on a mechanics lien. The Defendant in
12 turn filed a counterclaim for breach of contract in
13 violation of the Unfair Trade Practices Act.

14 On July 11th of this year we conducted
15 a trial on this case and on August 15th of this
16 year a judgment was entered in favor of the
17 Defendant. In this judgment it granted damages
18 for violating the Unfair Trade Practices Act
19 because it stated the evidence was presented that
20 the Plaintiff -- that the Plaintiff's unfair
21 methods and act were knowing and willful.

22 Under the Unfair Trade Practices Act
23 it has been found that if actions are going to be
24 considered unfair and deceptive they -- that will
25 be determined by the Court based on the facts that

1 are presented. We believe that in this case the
2 Plaintiff's actions did not rise to the level of
3 unfair and deceptive.

4 The actions that were taken by Mr.
5 Cumbee were a standard practice for those that
6 practice in residential renovations. At trial
7 under oath Mr. Cumbee did admit that the project
8 was not completed, but the portion of the project
9 that was completed was done to the regular
10 standards of the residential renovation codes.

11 The Defendant did present evidence --
12 did present photos as evidence at the trial.
13 Unfortunately these photos were from several years
14 after the project had been completed and there
15 was never any photos presented of the project
16 reflecting the work at the time that it was
17 actually done.

18 If -- if the actions by Mr. Cumbee
19 were found to be unfair and deceptive they would
20 also have to show that they had an impact on the
21 public interest. There is an impact on that
22 public interest when these actions are found to
23 be repetitive. The Defendant did not present any
24 evidence at trial that the actions of Mr. Cumbee or
25 Palmetto Kitchen & Remodeling were of a repetitive

1 nature. They did present Mr. Tony Wren as a
2 witness.

3 During his testimony he stated that he
4 was a client of Mr. Cumbee and Palmetto Kitchen &
5 Remodeling in 2018. He also admitted in his
6 testimony that he was having a project done on his
7 cabinets but that he did not allow for the project
8 to be finished.

9 He also stated in his testimony that he
10 was not sure if it was Mr. Cumbee or if it was
11 actually someone else or the company that was
12 working on the project at his house. Therefore, we
13 do not believe that his testimony really rose to
14 the level of showing that any actions conducted by
15 Mr. Cumbee at the Defendant's residence was really
16 a repetitive action.

17 As there was no evidence presented to
18 show a violation of the Unfair Trade Practices Act
19 we believe that the Defendant was not entitled to
20 any treble -- treble damages or attorneys' fees.
21 So the Plaintiff respectfully asks Your Honor to
22 reconsider the order granting treble damages and
23 attorneys' fees. Thank you.

24 THE COURT: Okay. Thank you, Ms.
25 Wilson. Mr. Williams.

1 MR. WILLIAMS: If it please the Court.
2 Your Honor, just to clarify a couple of things,
3 Counsel made the statement that the Plaintiffs
4 were -- Plaintiff ceased work because my client
5 would not pay him any more money.

6 The Plaintiff ceased work because the
7 Town of Moncks Corner shut it down because he
8 hadn't gotten the license. He hadn't gotten the
9 permit. He had not submitted the necessary plans,
10 drawings or technical details in order to repair
11 the house. That's why no work went on after that.

12 The -- the procedure here -- Your
13 Honor. Mr. Wren's testimony I think clearly
14 established he contracted with Steve Cumbee to
15 get his kitchen remodeled. Okay. All of that was
16 without objection.

17 He further testified if I may --
18 yes. Here it is in -- on Page 116 of the trial
19 transcript the -- let me see. That's part of the
20 report.

21 Mr. Wren was called and he was asked:
22 Have you had any prior contract -- contacts or
23 experience with Steve Cumbee? Yes. I have. Me
24 and my wife are building a home and we contracted
25 Mr. Cumbee to do our kitchen cabinets and the

1 bathroom cabinets. Then, of course, he goes on to
2 state that the work was so inferior it couldn't be
3 repaired. It had to be ripped out, thrown out and
4 a new contractor coming in to do that work which is
5 exactly what has happened to Mr. Milligan's
6 property.

7 Mr. Cumbee kept saying, well, it's not
8 finished until it's finished. Well, the rafters in
9 the roof ceiling -- two-by-fours should have been
10 two-by-sixes. His back deck, he ties it into a
11 rotten sill with nails.

12 He says, well, no. That's not finished
13 yet. It's just clearly establishing a course of
14 shotty workmanship. If this is -- this type of
15 work is what he considers to be up to code we must
16 vehemently disagree with that, Your Honor. It was
17 shabby. Will it likely be continued again? Yes,
18 sir.

19 Mr. Wren -- if I can read to him --
20 and, again, this is -- excuse my inability. Yes,
21 sir. Here's the question on Page 131.

22 So every -- this is me asking Mr. Wren:
23 So every time you talked to him it was more money?
24 Yes, sir. And the work was substandard? Yes, sir.
25 They couldn't be -- yes. Yes, sir. They were poor