

IN THE STATE OF SOUTH CAROLINA  
In the Court of Appeals

---

APPEAL FROM RICHLAND COUNTY  
CIRCUIT COURT

---

**RECEIVED**

JUN 05 2023

L. Casey Manning, Circuit Court Judge

---

SC Court of Appeals

Appellate Case No. 2022-001755

---

Champion Window Company of Columbia, SC,.....Respondent,

v.

Keith B. Evans and Brenda C. Evans,,.....Appellants.

---

**RECORD ON APPEAL**

---

T. Jeff Goodwyn, Jr.  
Goodwyn Law Firm, LLC  
2309 Devine Street  
Columbia, SC 29205  
(803) 251-45517  
[jgoodwyn@goodwynlaw.com](mailto:jgoodwyn@goodwynlaw.com)  
*Attorney for Appellants*

Carlos W. Gibbons, Jr.  
Ashley & Gibbons  
712 Calhoun Street, Ste. B  
Columbia, SC 29201  
(803) 771-4488  
[cgibbons@aglawsc.com](mailto:cgibbons@aglawsc.com)  
*Attorney for Respondents*

**INDEX FOR RECORD ON APPEAL**

**I. ORDERS**

Proposed Order Granting Continuance dated August 28, 2020.....2  
Form 4 Order Granting Continuance dated August 31, 2020.....3  
Order for Judgment dated November 14, 2022.....4

**II. PLEADINGS**

Summons and Complaint filed December 16, 2019.....8  
Answer of Defendants filed January 16, 2020.....14  
Notice of ADR filed July 8, 2020.....15  
Notice of Hearing and Certificate of Service filed September 23, 2022.....16  
Notice of Appeal filed December 13, 2022.....19

**III. TRANSCRIPTS**

Transcript of Hearing, dated October 4, 2022.....25

**IV. EXHIBITS AND DOCUMENTS**

Plaintiff's Exhibit 1.....74

**IV. CERTIFICATE OF COUNSEL**

77

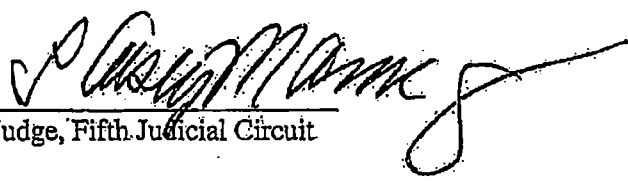
STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF RICHLAND )  
 )  
CHAMPION WINDOW )  
COMPANY OF COLUMBIA, )  
LLC, )  
 )  
Plaintiff, )  
 )  
v. )  
 )  
KEITH B. EVANS AND )  
BRENDA C. EVANS, )  
 )  
Defendants. )  
\_\_\_\_\_ )

IN THE COURT OF COMMON PLEAS  
FOR THE FIFTH JUDICIAL CIRCUIT

CASE NUMBER: 2019-CP-40-06996

**PROPOSED ORDER GRANTING  
CONTINUANCE**

The parties in the above-captioned matter appeared before me on August 25, 2020 at 10:00 a.m. Present were counsel for the Plaintiff, Carlos W. Gibbons, Jr., and Defendants appeared *pro se*. Defendants appeared to have some difficulty obtaining a lawyer. I went over some of the details of the case with Defendants and Defendants subsequently asked for a continuance. A continuance is granted for no more than thirty (30) days and I will retain jurisdiction over this matter.

  
\_\_\_\_\_  
Judge, Fifth Judicial Circuit

Richland County, South Carolina  
Aug 28, 2020

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

JUDGMENT IN A CIVIL CASE

CASE NUMBER: 2019-CP-40-06996

Champion Window Company of  
Columbia, LLC

Keith B. Evans and Brenda C. Evans

PLAINTIFF(S)

DEFENDANT(S)

Submitted by: Judge Manning

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), 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 \_\_\_\_\_

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: continuance granted for thirty (30) days

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
<u>N/A</u>		\$
		\$
		\$

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.

Circuit Court Judge: [Signature] Judge Code 2061

Date: 8-31-20

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:

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

Court Reporter \_\_\_\_\_

Clerk of Court \_\_\_\_\_

ELECTRONICALLY FILED - 2020 Aug 31 2:17 PM - RICHLAND - COMMON PLEAS - CASE#2019CP4006996

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF RICHLAND	)	Case No.: 2019-CP-40-06996
	)	
Champion Window Company	)	
Of Columbia, LLC,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	<b>ORDER FOR JUDGMENT</b>
	)	
Keith B. Evans and Brenda C.	)	
Evans,	)	
	)	
Defendants.	)	

---

THIS MATTER comes before the Court on Plaintiff's Summons and Complaint, dated November 27, 2019. These pleadings were duly and properly served on the Defendants, on December 18, 2019, as evidenced by the proofs of service appearing in the Court's file. Defendant Brenda C. Evans filed her *pro se* Answer, dated January 16, 2020. Defendant Keith B. Evans did not respond to the Complaint. Additionally, Plaintiff's counsel served written discovery on the Defendants, to which they did not respond.

A hearing was scheduled for August 25, 2020 before the undersigned. Plaintiff appeared with its attorney, Carlos W. Gibbons, Jr. Both Defendants were present, but not represented. They requested that the Court continue the matter so they would have the opportunity to obtain an attorney. The Court granted this request and a Form 4 Order to this effect was filed on August 31, 2020.

The case was subsequently scheduled and held before the undersigned on October 4, 2022 in open Court. Due and proper Notice of the date and time of the hearing was provided to the Defendants. At the call of the case, Plaintiff was present with its attorney, Mr. Gibbons. Both Defendants were present, but still not represented. They acknowledged sufficient time to have obtained an attorney, but stated they were financially unable to do so.

Based upon the sworn testimony and other evidence presented, the following findings of fact and conclusions of law are made and entered:

JURISDICTION AND VENUE

The Court has both personal and subject jurisdiction in this matter and venue is proper in Richland County.

BREACH OF CONTRACT CAUSE OF ACTION

Plaintiff and Defendant entered into three (3) written contracts, all dated May 18, 2018, wherein and whereby Plaintiff agreed to provide siding, window, and related services to real property owned by the Defendants located at 10 Ambrose Circle, Columbia, SC 29210. For its services, Plaintiff was to be paid the total sum of \$55,354.00. Plaintiff's witnesses testified that Defendants paid one-half of the full amount of the contract amount, but refused to pay the balance due of \$27,677.00 when the project was complete. Repeated demands for payment were made by Plaintiff, but the amount due remained unpaid and this lawsuit for collection ensued.

As stated, Plaintiff's counsel served written discovery upon the Defendants, to which they did not respond. Ordinarily this lack of response would prevent Defendants from presenting witnesses or offering evidence in support of their case. However, the Court allowed Defendants to proffer certain evidence which they contended supported their claims that the work performed by Plaintiff was substandard and incomplete. The Court finds that such evidence, even if allowed, would require expert witness testimony and records custodians to properly introduce it. Without substantiation, the Court must decline to consider what was proffered by Defendants in legally determining this matter. The Court finds that Defendants have breached the contracts with Plaintiff by not paying the balance due and owing.

The written contracts between the parties provide for the addition of attorney's fees and costs in case of default, and Plaintiff requests fees and costs in the amount of \$3,800.00. The Court finds this amount to be reasonable and justified under the facts of this case.

Accordingly, the Court finds that the Defendants have breached the contracts with Plaintiff and it has been monetarily damaged. Plaintiff testified that the balance due remains the sum of \$27,677.00. Plaintiff's Complaint requested pre-judgment interest from October 29, 2018 until the date of the Order forthcoming from this case. Based upon the interest rates as established annually by the S.C. Supreme Court, these amounts are calculated to be as follows: 2018, 64 days at 8.5%

= \$412.50; 2019, 365 days at 9.50% = \$2,629.31; 2020, 365 days at 8.75% = \$2,421.73, 2021, 365 days at 7.25% = \$2,006.58; and 2022, 303 days at 7.25% = \$1,665.73. Accordingly, the total amount to be added for pre-judgment interest is the sum of \$9,135.85.

DECISION OF THE COURT

The Court concludes as a matter of law that the parties entered into valid, legally binding contracts supported by adequate consideration. Plaintiff has proved by a preponderance of the evidence that Defendants breached the contracts by failing to pay the balance due of \$27,677.00. Plaintiff was further damaged by incurring attorney's fees and costs in the amount of \$3,800.00. As noted, the amount of the debt was liquidated, so it is appropriate to add pre-judgment interest in the amount of \$9,135.85.

Accordingly, the Court finds and concludes that Plaintiff is entitled to a monetary judgment against Defendants in the total sum of \$40,612.85. This Order shall be served upon Defendants by regular mail at their address of 10 Ambrose Circle, Columbia, SC 29210. Plaintiff's counsel shall file his Certificate of Mailing with the Court confirming service of this Order.

AND IT IS SO ORDERED.

---

The Honorable L. Casey Manning  
Judge, Fifth Judicial Circuit

Columbia, South Carolina

\_\_\_\_\_ day of November, 2022.



Richland Common Pleas

**Case Caption:** Champion Window Company Of Columbia Llc vs Keith B Evans ,  
defendant, et al  
**Case Number:** 2019CP4006996  
**Type:** Order/Other

So Ordered

s/L. Casey Manning, 2061

Electronically signed on 2022-11-10 14:03:00 page 4 of 4

ELECTRONICALLY FILED - 2022 Nov 14 2:53 PM - RICHLAND - COMMON PLEAS - CASE#2019CP4006996

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF RICHLAND )  
  
Champion Window Company )  
of Columbia, LLC, )  
  
Plaintiff, )  
  
vs. )  
  
Keith B. Evans and Brenda )  
C. Evans, )  
  
Defendants. )

IN THE COURT OF COMMON PLEAS

**SUMMONS**

TO: THE DEFENDANTS ABOVE NAMED:

YOU ARE HEREBY SUMMONED and required to answer the Complaint in the above entitled action, a copy of which is hereby served upon you, and to serve your answer to the said Complaint upon you, and to serve your answer to the said Complaint upon the subscribers, at their offices, 712 Calhoun Street, Suite B, Columbia, South Carolina, 29201, within thirty (30) days after the service hereof; and, if you fail in this action, Plaintiff will apply to the Court for a default judgment for the relief demanded in the said Complaint.

ASHLEY & GIBBONS, P.A.

By: S/Carlos W. Gibbons, Jr.  
Carlos W. Gibbons, Jr., Esquire  
Attorney for the Plaintiff  
712 Calhoun Street, Suite B  
Columbia, South Carolina 29201  
(803) 771-4488  
SC Bar No: 2463  
cgibbons@aglawsc.com

Columbia, South Carolina  
27th day of November, 2019

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF RICHLAND )

IN THE COURT OF COMMON PLEAS

Champion Window Company )  
of Columbia, LLC, )

Plaintiff, )

-vs. )

COMPLAINT  
(Non-Jury)

Keith B. Evans and Brenda C. )  
Evans, )

Defendants. )

Plaintiff above named, by way of Complaint against the Defendants, would respectfully allege and show unto the Court as follows:

1. Plaintiff is a limited liability corporation duly organized and existing pursuant to the laws of the State of South Carolina. At all times in question herein Plaintiff was conducting its business in the County of Richland in said State.

2. Defendants Keith B. Evans and Brenda C. Evans (hereinafter "Hoover") are citizens and residents of the County of Richland, State of South Carolina. They are the record title owners of the property located at 10 Ambrose Circle, Columbia, SC 29210.

3. On or about May 7, 2018, for good and valuable legal consideration, Defendant Brenda C. Evans, for herself and on behalf of her husband, Keith B. Evans, did sign, execute and enter into a Vinyl Siding Contract, a Window and Patio Door Contract and Sunroom Contract (hereinafter "Contracts") for work to be performed at the Defendants' residence, described above. Said contracts total the sum of Fifty-Five Thousand Three Hundred Fifty-Four and No/100 (\$55,354.00) Dollars. Copies of said Contracts are attached hereto and incorporated herein by reference.

4. The Defendants have paid an amount toward the total due of Twenty-Seven Thousand Six Hundred and Seventy-Seven and no/100 (\$27,677.00) Dollars, leaving a balance of Twenty-Seven Thousand Six Hundred and Seventy-Seven

and no/100 (\$27,677.00) Dollars. After demand, Defendants have failed to remit to Plaintiff the amount due.

5. Defendants have breached their Contracts with Plaintiff in that they have not paid the balance due for the services provided. Plaintiff has completed in full its obligations pursuant to the Contracts. Defendants' non-payment constitutes breach and Plaintiff has been directly and proximately damaged as a result.

6. Plaintiff has demanded payment from Defendant and does hereby reiterate said demand for all amounts due pursuant to the contract. This amount is a liquidated sum certain.

7. The Contracts between Plaintiff and Defendants provide for the addition of reasonable attorneys fees in the event legal action is required to collect any amount due thereunder.

8. Plaintiff is informed and believes that it is entitled to judgment against Defendants, jointly and severally, in the sum of Twenty-Seven Thousand Six Hundred Seventy-Seven and No/100 (\$27,677.00) Dollars, plus pre-judgment interest at the statutory rate from October 29, 2014 until paid, together with Plaintiff's reasonable attorney's fees and all costs of collection.

WHEREFORE, Plaintiff prays for monetary judgment against the Defendants, jointly and severally, in the sum of Twenty-Seven Thousand Six Hundred Seventy-Seven and No/100 (\$27,677.00) Dollars, plus pre-judgment interest at the statutory rate from 29, 2014 until paid, together with Plaintiff's reasonable attorney's fees and all costs of collection; and for such other and further relief as the Court may deem just and proper.


ASHLEY & GIBBONS, P.A.

By: S/Carlos W. Gibbons, Jr.  
Carlos W. Gibbons, Jr.  
712 Calhoun Street, Suite B  
Columbia, SC 29201  
(803) 771-4488  
SC Bar No: 2463  
cgibbons@aglawsc.com

Columbia, South Carolina  
27th day of November, 2019.

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
COUNTY OF RICHLAND	)	
Champion Window Company of Columbia, LLC,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	VERIFICATION
Keith B. Evans and Brenda C. Evans,	)	
	)	
Defendants.	)	

BEFORE ME personally appeared Chris Muenzer, Division Manager for Champion Window Company of Columbia, LLC, who first being duly sworn, deposes and says: That he is the Plaintiff in the above entitled action; that he has read the foregoing Complaint consisting of two (2) pages and that the allegations contained therein are true to his own knowledge, except those matters and things stated on information and belief, and those he believes to be true. He has authorized his attorneys, Ashley & Gibbons, P.A. to file and serve said Complaint and to seek on the Plaintiff's behalf the relief requested therein.

  
 \_\_\_\_\_  
 Chris Muenzer, Division Manager  
 Champion Window Company of Columbia, LLC

SWORN to and subscribed before me  
 this \_\_\_\_\_ day of November, 2019.  
 \_\_\_\_\_  
 Notary Public for South Carolina  
 My Commission Expires: May 14, 2024





Champion Window Co., a division of Columbia, LLC  
 8 Fernandina Court • Columbia, SC 29212  
 803-781-7767 • 803-228-1953 • F. 803-781-7480  
 SCChampion.com

SUNROOM CONTRACT

To Kate Evans  
 Address 10 Auboise Cir  
 City Columbia State SC Zip 29210

E-Mail \_\_\_\_\_  
 Home Phone \_\_\_\_\_ Call/Other 447-8533  
 Factory Rep Scott C. Estimate Date 5-7-18

CHAMPION WINDOW COMPANY OF COLUMBIA, LLC (CHAMPION) AGREES TO MEASURE, MANUFACTURE OR FINISH AND INSTALL THE FOLLOWING CUSTOM MADE PRODUCTS FOR THE AMOUNT STIPULATED BELOW:

**ALL-SEASON VINYL SUNROOM FROM NOMINAL 6" COMPONENTS WITH OUTSIDE DIMENSIONS OF APPROXIMATELY \_\_\_\_\_**  
**SEASON ALUMINUM SUNROOM FROM NOMINAL 4" COMPONENTS WITH OUTSIDE DIMENSIONS OF APPROXIMATELY \_\_\_\_\_**  
**CONTINGENT SCREEN ROOM FROM NOMINAL 4" COMPONENTS WITH OUTSIDE DIMENSIONS OF APPROXIMATELY \_\_\_\_\_**  
**ALUMINUM SCREEN ROOM FROM NOMINAL 2" COMPONENTS WITH OUTSIDE DIMENSIONS OF APPROXIMATELY \_\_\_\_\_**  
**READY-TO-PAINT COLORED WITH DIMENSIONS OF APPROXIMATELY \_\_\_\_\_**

**NO. OF DOORS SYSTEM**  
 1  2  3  4  5  6  7  8  9  10

**NO. OF WALLS SYSTEM**  
 1  2  3  4  5  6  7  8  9  10

**NO. OF WINDOWS SYSTEM**  
 1  2  3  4  5  6  7  8  9  10

**NO. OF SPECIALIZED DOORS**  
 1  2  3  4  5  6  7  8  9  10

**NO. OF OTHERS**  
 1  2  3  4  5  6  7  8  9  10

**NO. OF ACCESSORIES**  
 1  2  3  4  5  6  7  8  9  10

**NO. OF FINISHES**  
 1  2  3  4  5  6  7  8  9  10

**NO. OF OTHERS**  
 1  2  3  4  5  6  7  8  9  10

**NO. OF ACCESSORIES**  
 1  2  3  4  5  6  7  8  9  10

**NO. OF FINISHES**  
 1  2  3  4  5  6  7  8  9  10

**NO. OF OTHERS**  
 1  2  3  4  5  6  7  8  9  10

**NO. OF ACCESSORIES**  
 1  2  3  4  5  6  7  8  9  10

**NO. OF FINISHES**  
 1  2  3  4  5  6  7  8  9  10

**NO. OF OTHERS**  
 1  2  3  4  5  6  7  8  9  10

**NO. OF ACCESSORIES**  
 1  2  3  4  5  6  7  8  9  10

**NO. OF FINISHES**  
 1  2  3  4  5  6  7  8  9  10

**NO. OF OTHERS**  
 1  2  3  4  5  6  7  8  9  10

**NO. OF ACCESSORIES**  
 1  2  3  4  5  6  7  8  9  10

**NO. OF FINISHES**  
 1  2  3  4  5  6  7  8  9  10

**NO. OF OTHERS**  
 1  2  3  4  5  6  7  8  9  10

**NO. OF ACCESSORIES**  
 1  2  3  4  5  6  7  8  9  10

**NO. OF FINISHES**  
 1  2  3  4  5  6  7  8  9  10

**NO. OF OTHERS**  
 1  2  3  4  5  6  7  8  9  10

**NO. OF ACCESSORIES**  
 1  2  3  4  5  6  7  8  9  10

**NO. OF FINISHES**  
 1  2  3  4  5  6  7  8  9  10

**NO. OF OTHERS**  
 1  2  3  4  5  6  7  8  9  10

**NO. OF ACCESSORIES**  
 1  2  3  4  5  6  7  8  9  10

**NO. OF FINISHES**  
 1  2  3  4  5  6  7  8  9  10

**NO. OF OTHERS**  
 1  2  3  4  5  6  7  8  9  10

**NO. OF ACCESSORIES**  
 1  2  3  4  5  6  7  8  9  10

**NO. OF FINISHES**  
 1  2  3  4  5  6  7  8  9  10

**NO. OF OTHERS**  
 1  2  3  4  5  6  7  8  9  10

**NO. OF ACCESSORIES**  
 1  2  3  4  5  6  7  8  9  10

**NO. OF FINISHES**  
 1  2  3  4  5  6  7  8  9  10

**NO. OF OTHERS**  
 1  2  3  4  5  6  7  8  9  10

**NO. OF ACCESSORIES**  
 1  2  3  4  5  6  7  8  9  10

**NO. OF FINISHES**  
 1  2  3  4  5  6  7  8  9  10

**NO. OF OTHERS**  
 1  2  3  4  5  6  7  8  9  10

**NO. OF ACCESSORIES**  
 1  2  3  4  5  6  7  8  9  10

**NO. OF FINISHES**  
 1  2  3  4  5  6  7  8  9  10

**NO. OF OTHERS**  
 1  2  3  4  5  6  7  8  9  10

**NO. OF ACCESSORIES**  
 1  2  3  4  5  6  7  8  9  10

**NO. OF FINISHES**  
 1  2  3  4  5  6  7  8  9  10

**NO. OF OTHERS**  
 1  2  3  4  5  6  7  8  9  10

**NO. OF ACCESSORIES**  
 1  2  3  4  5  6  7  8  9  10

**NO. OF FINISHES**  
 1  2  3  4  5  6  7  8  9  10

**NO. OF OTHERS**  
 1  2  3  4  5  6  7  8  9  10

**NO. OF ACCESSORIES**  
 1  2  3  4  5  6  7  8  9  10

**NO. OF FINISHES**  
 1  2  3  4  5  6  7  8  9  10

**NO. OF OTHERS**  
 1  2  3  4  5  6  7  8  9  10

**NO. OF ACCESSORIES**  
 1  2  3  4  5  6  7  8  9  10

**NO. OF FINISHES**  
 1  2  3  4  5  6  7  8  9  10

**NO. OF OTHERS**  
 1  2  3  4  5  6  7  8  9  10

**NO. OF ACCESSORIES**  
 1  2  3  4  5  6  7  8  9  10

**NO. OF FINISHES**  
 1  2  3  4  5  6  7  8  9  10

**NO. OF OTHERS**  
 1  2  3  4  5  6  7  8  9  10

**NO. OF ACCESSORIES**  
 1  2  3  4  5  6  7  8  9  10

**NO. OF FINISHES**  
 1  2  3  4  5  6  7  8  9  10

**NO. OF OTHERS**  
 1  2  3  4  5  6  7  8  9  10

**NO. OF ACCESSORIES**  
 1  2  3  4  5  6  7  8  9  10

**NO. OF FINISHES**  
 1  2  3  4  5  6  7  8  9  10

**NO. OF OTHERS**  
 1  2  3  4  5  6  7  8  9  10

**NO. OF ACCESSORIES**  
 1  2  3  4  5  6  7  8  9  10

**NO. OF FINISHES**  
 1  2  3  4  5  6  7  8  9  10

**NO. OF OTHERS**  
 1  2  3  4  5  6  7  8  9  10

**NO. OF ACCESSORIES**  
 1  2  3  4  5  6  7  8  9  10

**NO. OF FINISHES**  
 1  2  3  4  5  6  7  8  9  10

**NO. OF OTHERS**  
 1  2  3  4  5  6  7  8  9  10

**NO. OF ACCESSORIES**  
 1  2  3  4  5  6  7  8  9  10

**NO. OF FINISHES**  
 1  2  3  4  5  6  7  8  9  10

**NO. OF OTHERS**  
 1  2  3  4  5  6  7  8  9  10

**NO. OF ACCESSORIES**  
 1  2  3  4  5  6  7  8  9  10

**NO. OF FINISHES**  
 1  2  3  4  5  6  7  8  9  10

**NO. OF OTHERS**  
 1  2  3  4  5  6  7  8  9  10

**NO. OF ACCESSORIES**  
 1  2  3  4  5  6  7  8  9  10

**NO. OF FINISHES**  
 1  2  3  4  5  6  7  8  9  10

**NO. OF OTHERS**  
 1  2  3  4  5  6  7  8  9  10

**NO. OF ACCESSORIES**  
 1  2  3  4  5  6  7  8  9  10

**NO. OF FINISHES**  
 1  2  3  4  5  6  7  8  9  10

**NO. OF OTHERS**  
 1  2  3  4  5  6  7  8  9  10

**NO. OF ACCESSORIES**  
 1  2  3  4  5  6  7  8  9  10

**NO. OF FINISHES**  
 1  2  3  4  5  6  7  8  9  10

**NO. OF OTHERS**  
 1  2  3  4  5  6  7  8  9  10

**NO. OF ACCESSORIES**  
 1  2  3  4  5  6  7  8  9  10

**NO. OF FINISHES**  
 1  2  3  4  5  6  7  8  9  10

**NO. OF OTHERS**  
 1  2  3  4  5  6  7  8  9  10

**NO. OF ACCESSORIES**  
 1  2  3  4  5  6  7  8  9  10

**NO. OF FINISHES**  
 1  2  3  4  5  6  7  8  9  10

**NO. OF OTHERS**  
 1  2  3  4  5  6  7  8  9  10

**NO. OF ACCESSORIES**  
 1  2  3  4  5  6  7  8  9  10

**NO. OF FINISHES**  
 1  2  3  4  5  6  7  8  9  10

**NO. OF OTHERS**  
 1  2  3  4  5  6  7  8  9  10

**NO. OF ACCESSORIES**  
 1  2  3  4  5  6  7  8  9  10

**NO. OF FINISHES**  
 1  2  3  4  5  6  7  8  9  10

**NO. OF OTHERS**  
 1  2  3  4  5  6  7  8  9  10

**NO. OF ACCESSORIES**  
 1  2  3  4  5  6  7  8  9  10

**NO. OF FINISHES**  
 1  2  3  4  5  6  7  8  9  10

**NO. OF OTHERS**  
 1  2  3  4  5  6  7  8  9  10

**NO. OF ACCESSORIES**  
 1  2  3  4  5  6  7  8  9  10

**NO. OF FINISHES**  
 1  2  3  4  5  6  7  8  9  10

**NO. OF OTHERS**  
 1  2  3  4  5  6  7  8  9  10

**NO. OF ACCESSORIES**  
 1  2  3  4  5  6  7  8  9  10

**NO. OF FINISHES**  
 1  2  3  4  5  6  7  8  9  10

**NO. OF OTHERS**  
 1  2  3  4  5  6  7  8  9  10

**NO. OF ACCESSORIES**  
 1  2  3  4  5  6  7  8  9  10

**NO. OF FINISHES**  
 1  2  3  4  5  6  7  8  9  10

**NO. OF OTHERS**  
 1  2  3  4  5  6  7  8  9  10

**NO. OF ACCESSORIES**  
 1  2  3  4  5  6  7  8  9  10

**NO. OF FINISHES**  
 1  2  3  4  5  6  7  8  9  10

**NO. OF OTHERS**  
 1  2  3  4  5  6  7  8  9  10

**NO. OF ACCESSORIES**  
 1  2  3  4  5  6  7  8  9  10

**NO. OF FINISHES**  
 1  2  3  4  5  6  7  8  9  10

**NO. OF OTHERS**  
 1  2  3  4  5  6  7  8  9  10

**NO. OF ACCESSORIES**  
 1  2  3  4  5  6  7  8  9  10

**NO. OF FINISHES**  
 1  2  3  4  5  6  7  8  9  10

**NO. OF OTHERS**  
 1  2  3  4  5  6  7  8  9  10

**NO. OF ACCESSORIES**  
 1  2  3  4  5  6  7  8  9  10

**NO. OF FINISHES**  
 1  2  3  4  5  6  7  8  9  10

**NO. OF OTHERS</**

ANSWER

Jan. 16, 2020

2019CP4006996

To Whom it may Concern

RE: The Damage done to My House  
at 10 Ambrose Circle  
By Champion Subcontractors

The damage done to my house  
has not been repaired.

RICHLAND COUNTY  
FILED  
2020 JAN 16 PM 3:03  
EMMETTE W. McBRIDE  
C.C.F., G.S., & F.C.

- 1) My Sunroom has mold and water damage in the ceiling, walls and installation that has not been removed, replaced or fixed.
- 2) My Bedroom ceiling and installation have not been repaired or replaced and Rain still coming in.
- 3) Roof on Center front of the House have not been replaced.

Damage still has not been replaced, fixed or done to restore my home, to the way it was before Champion started.

Thank you,  
Brenda Evans

10 AMBROSE CIR  
COLUMBIA, SC  
29210

NOTICE OF ADR

Champion Window Company Of Columbia Llc

2019CP4006996

PLAINTIFF(S)

Filing Date: December 16, 2019

Vs

Keith B Evans  
Brenda C Evans

DEFENDANT(S)

Pursuant to the South Carolina Alternative Dispute Resolution Rules (SCADR), you are required to participate in the following methods of Alternative Dispute Resolution (ADR): mediation or arbitration (binding or non-binding); on or before 300 days from the date of filing of this action. The parties have a right to mutually agree upon the form of ADR and a neutral person(s) to conduct that ADR process. In the event the parties are unable to agree upon the form of ADR, the court hereby designates mediation as the default process of ADR. In the event the parties are unable to agree upon a mediator, the court hereby appoints

Catherine H. Kennedy, 1901 Main Street, 17th Floor, Turner Padgett Graham & Laney, PA, Columbia, SC 29202-1473, Phone (803) 254-2200 x4367

to serve as mediator. In the event the aforementioned mediator has a conflict of interest or is unable to serve, the alternate mediator is

Stephen A. Husman, 404 Longs Pond Road, , Lexington, SC 29073, Phone (803) 359-4296

The parties and/or their lawyers shall contact the court-appointed mediator directly regarding scheduling and payment of the court-mandated fee.

A Rule to Show Cause why sanctions should not be imposed may be issued in all cases that fail to file a Proof of ADR or Exemption form indicating evidence of participation in or exemption from an ADR process within 300 days from the date of filing of the action or 90 days from the date of this notice .

Date: July 6, 2020

Notice of this Order was given by First Class Mail, E-mail, Fax or by the E-Filing Notice of Electronic Filing (NEF). Pro-Se parties were notified by first class mail on 07/06/2020

**Plaintiff Attorney:**

Carlos W. Gibbons Jr.  
712 Calhoun St., Ste. B  
Columbia, SC.29201

**Defendant Attorney:**

Brenda C Evans  
10 Ambrose Circle  
Columbia, SC 29210

**ADR Coordinator**

Charlotte Jackson  
Jackson.charlotte@richlandcountysc.gov

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF RICHLAND )  
 )  
Champion Window Company )  
Of Columbia, LLC, )  
 )  
Plaintiff, )  
 )  
vs. )  
 )  
Keith Evans and Brenda C. Evans, )  
 )  
Defendants. )

IN THE COURT OF COMMON PLEAS

Case No.: 2019-CP-40-06996

**NOTICE OF HEARING**  
(Default Judgment and Merits)

TO: THE DEFENDANTS KEITH EVANS AND BRENDA C. EVANS:

YOU WILL PLEASE TAKE NOTICE that the above-captioned case will be called by the Honorable L. Casey Manning, Judge, Fifth Judicial Circuit, for a hearing on Default Judgment and for a hearing on the Merits on Tuesday, October 4th, 2022 at 10:00 a.m., at the Richland County Judicial Center, 1701 Main Street, Columbia, SC. Please check in with the Deputies in the lobby of the Judicial Center to be advised of the Courtroom assigned for the case.

ASHLEY & GIBBONS, P.A.

By: s/Carlos W. Gibbons, Jr.  
Carlos W. Gibbons, Jr.  
712 Calhoun Street, Suite B  
Columbia, SC 29201  
(803) 771-4488  
SC Bar No: 2463  
cgibbons@aglawsc.com

Columbia, South Carolina  
22nd day of September, 2022.

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF RICHLAND )  
  
Champion Window Company )  
Of Columbia, LLC, )  
 )  
Plaintiff, )  
 )  
vs. )  
 )  
Keith Evans and Brenda C. Evans, )  
 )  
Defendants. )  
\_\_\_\_\_ )

IN THE COURT OF COMMON PLEAS  
Case No.: 2019-CP-40-06996

**CERTIFICATE OF MAILING**

I, the undersigned, of Ashley & Gibbons, P.A., Attorney for the Plaintiff Champion Window Company of Columbia, LLC, do hereby certify that I have this date served the foregoing Notice of Hearing, by mailing a copy of the same, postage prepaid, addressed to the parties as indicated below:

Keith Evans and Brenda C. Evans  
10 Ambrose Circle  
Columbia, SC 29210

ASHLEY & GIBBONS, PA

By: s/Carlos W. Gibbons, Jr.  
Carlos W. Gibbons, Jr., Bar No. 2463  
Attorney for Plaintiff  
712 Calhoun Street, Suite B  
Columbia, SC 29201  
(803)771-4488  
cgibbons@aglawsc.com

Columbia, South Carolina  
22nd day of September, 2022

STATE OF SOUTH CAROLINA )

IN THE COURT OF COMMON PLEAS

COUNTY OF RICHLAND )

Case No.: 2019-CP-40-06996

Champion Window Company )  
Of Columbia, LLC, )

Plaintiff, )

vs. )

**CERTIFICATE OF MAILING**

Keith Evans and Brenda C. Evans, )

Defendants. )

I, the undersigned, of Ashley & Gibbons, P.A., Attorney for the Plaintiff Champion Window Company of Columbia, LLC, do hereby certify that I have this date served the foregoing Notice of Hearing, by mailing a copy of the same, postage prepaid, addressed to the parties as indicated below:

Keith Evans and Brenda C. Evans  
10 Ambrose Circle  
Columbia, SC 29210

ASHLEY & GIBBONS, PA

By: s/Carlos W. Gibbons, Jr.  
Carlos W. Gibbons, Jr., Bar No. 2463  
Attorney for Plaintiff  
712 Calhoun Street, Suite B  
Columbia, SC 29201  
(803)771-4488  
cgibbons@aglawsc.com

Columbia, South Carolina  
22nd day of September, 2022

IN THE STATE OF SOUTH CAROLINA  
In the Court of Appeals

APPEAL FROM RICHLAND COUNTY  
CIRCUIT COURT

L. Casey Manning, Circuit Court Judge

RECEIVED

DEC 13 2022

Case No. 2019-CP-40-06996

SC Court of Appeals

Keith B. Evans and Brenda C. Evans.....Appellants,

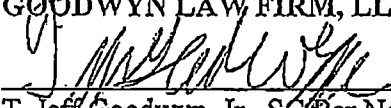
v.

Champion Window Company of Columbia, LLC.....Respondents.

NOTICE OF APPEAL

Keith B. Evens and Brenda C. Evans, appeal the Order of the L. Casey Manning, Circuit Court Judge, dated November 14, 2022 granting judgment in favor of Plaintiff that is attached hereto.

GOODWYN LAW FIRM, LLC

  
T. Jeff Goodwyn, Jr., SC Bar No. 73789  
2309 Devine Street  
Columbia, SC 29205  
(803) 251-4517  
[jgoodwyn@goodwynlaw.com](mailto:jgoodwyn@goodwynlaw.com)  
*Attorney for Appellants*

Columbia, South Carolina  
December 13, 2022

STATE OF SOUTH CAROLINA )  
COUNTY OF RICHLAND )

IN THE COURT OF COMMON PLEAS  
Case No.: 2019-CP-40-06996

Champion Window Company )  
Of Columbia, LLC, )  
Plaintiff, )

vs. )

ORDER FOR JUDGMENT

Keith B. Evans and Brenda C. )  
Evans, )  
Defendants. )

RECEIVED

DEC 13 2022

SC Court of Appeals

THIS MATTER comes before the Court on Plaintiff's Summons and Complaint, dated November 27, 2019. These pleadings were duly and properly served on the Defendants, on December 18, 2019, as evidenced by the proofs of service appearing in the Court's file. Defendant Brenda C. Evans filed her *pro se* Answer, dated January 16, 2020. Defendant Keith B. Evans did not respond to the Complaint. Additionally, Plaintiff's counsel served written discovery on the Defendants, to which they did not respond.

A hearing was scheduled for August 25, 2020 before the undersigned. Plaintiff appeared with its attorney, Carlos W. Gibbons, Jr. Both Defendants were present, but not represented. They requested that the Court continue the matter so they would have the opportunity to obtain an attorney. The Court granted this request and a Form 4 Order to this effect was filed on August 31, 2020.

The case was subsequently scheduled and held before the undersigned on October 4, 2022 in open Court. Due and proper Notice of the date and time of the hearing was provided to the Defendants. At the call of the case, Plaintiff was present with its attorney, Mr. Gibbons. Both Defendants were present, but still not represented. They acknowledged sufficient time to have obtained an attorney, but stated they were financially unable to do so.

Based upon the sworn testimony and other evidence presented, the following findings of fact and conclusions of law are made and entered:

JURISDICTION AND VENUE

The Court has both personal and subject jurisdiction in this matter and venue is proper in Richland County.

BREACH OF CONTRACT CAUSE OF ACTION

Plaintiff and Defendant entered into three (3) written contracts, all dated May 18, 2018, wherein and whereby Plaintiff agreed to provide siding, window, and related services to real property owned by the Defendants located at 10 Ambrose Circle, Columbia, SC 29210. For its services, Plaintiff was to be paid the total sum of \$55,354.00. Plaintiff's witnesses testified that Defendants paid one-half of the full amount of the contract amount, but refused to pay the balance due of \$27,677.00 when the project was complete. Repeated demands for payment were made by Plaintiff, but the amount due remained unpaid and this lawsuit for collection ensued.

As stated, Plaintiff's counsel served written discovery upon the Defendants, to which they did not respond. Ordinarily this lack of response would prevent Defendants from presenting witnesses or offering evidence in support of their case. However, the Court allowed Defendants to proffer certain evidence which they contended supported their claims that the work performed by Plaintiff was substandard and incomplete. The Court finds that such evidence, even if allowed, would require expert witness testimony and records custodians to properly introduce it. Without substantiation, the Court must decline to consider what was proffered by Defendants in legally determining this matter. The Court finds that Defendants have breached the contracts with Plaintiff by not paying the balance due and owing.

The written contracts between the parties provide for the addition of attorney's fees and costs in case of default, and Plaintiff requests fees and costs in the amount of \$3,800.00. The Court finds this amount to be reasonable and justified under the facts of this case.

Accordingly, the Court finds that the Defendants have breached the contracts with Plaintiff and it has been monetarily damaged. Plaintiff testified that the balance due remains the sum of \$27,677.00. Plaintiff's Complaint requested pre-judgment interest from October 29, 2018 until the date of the Order forthcoming from this case. Based upon the interest rates as established annually by the S.C. Supreme Court, these amounts are calculated to be as follows: 2018, 64 days at 8.5%

= \$412.50; 2019, 365 days at 9.50% = \$2,629.31; 2020, 365 days at 8.75% = \$2,421.73, 2021, 365 days at 7.25% = \$2,006.58; and 2022, 303 days at 7.25% = \$1,665.73. Accordingly, the total amount to be added for pre-judgment interest is the sum of \$9,135.85.

DECISION OF THE COURT

The Court concludes as a matter of law that the parties entered into valid, legally binding contracts supported by adequate consideration. Plaintiff has proved by a preponderance of the evidence that Defendants breached the contracts by failing to pay the balance due of \$27,677.00. Plaintiff was further damaged by incurring attorney's fees and costs in the amount of \$3,800.00. As noted, the amount of the debt was liquidated, so it is appropriate to add pre-judgment interest in the amount of \$9,135.85.

Accordingly, the Court finds and concludes that Plaintiff is entitled to a monetary judgment against Defendants in the total sum of \$40,612.85. This Order shall be served upon Defendants by regular mail at their address of 10 Ambrose Circle, Columbia, SC 29210. Plaintiff's counsel shall file his Certificate of Mailing with the Court confirming service of this Order.

AND IT IS SO ORDERED.

---

The Honorable L. Casey Manning  
Judge, Fifth Judicial Circuit

Columbia, South Carolina

\_\_\_\_\_ day of November, 2022.



Richland Common Pleas

**Case Caption:** Champion Window Company Of Columbia Llc vs Keith B Evans ,  
defendant, et al  
**Case Number:** 2019CP4006996  
**Type:** Order/Other

So Ordered

s/L. Casey Manning, 2061

Electronically signed on 2022-11-10 14:03:00 page 4 of 4

ELECTRONICALLY FILED - 2022 Nov 14 2:53 PM - RICHLAND - COMMON PLEAS - CASE#2019CP4006996

IN THE STATE OF SOUTH CAROLINA  
In the Court of Appeals

APPEAL FROM RICHLAND COUNTY  
CIRCUIT COURT

L. Casey Manning, Circuit Court Judge

Case No. 2019-CP-40-06996

RECEIVED  
DEC 13 2022  
SC Court of Appeals

Keith B. Evans and Brenda C. Evans.....Appellants,

v.

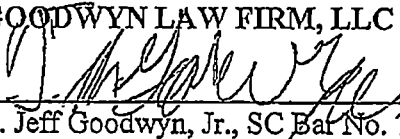
Champion Window Company of Columbia, LLC.....Respondents.

PROOF OF SERVICE

I certify that I have served a copy of the Notice of Appeal on Carlos W. Gibbons, Jr., Esquire, counsel for Respondents at the address below by depositing a copy of same in the United States Mail, postage prepaid, on December 13, 2022.

Carlos W. Gibbons, Jr., Esquire  
Ashley & Gibbons, PA  
712 Calhoun Street, Suite B  
Columbia, SC 29201

GOODWYN LAW FIRM, LLC

  
T. Jeff Goodwyn, Jr., SC Bar No. 73789  
2309 Devine Street  
Columbia, SC 29205  
(803) 251-4517  
[jgoodwyn@goodwynlaw.com](mailto:jgoodwyn@goodwynlaw.com)  
*Attorney for Respondent*

Columbia, South Carolina  
December 13, 2022

STATE OF SOUTH CAROLINA	)	
	)	COURT OF COMMON PLEAS
County of Richland	)	2019-CP-40-06996
	)	
	)	
CHAMPION WINDOW COMPANY OF	)	
COLUMBIA, LLC.,	)	
	)	
PLAINTIFF,	)	
	)	
vs.	)	TRANSCRIPT OF RECORD
	)	
KEITH B. EVANS AND BRENDA	)	
C. EVANS,	)	
	)	
DEFENDANTS,	)	

October 4, 2022  
Columbia, South Carolina

BEFORE:

THE HONORABLE L. CASEY MANNING, JUDGE.

APPEARANCES:

CARLOS GIBBONS, ESQ.  
Attorney for the Plaintiff

BRENDA EVANS, APPEARING PRO SE

KAREN AMBROZIAK  
Official Court Reporter

C O N T E N T S  
INDEX OF WITNESSES:

CHRIS MUNZER

Direct By Mr. Gibbons . . . . . 5

Cross By Ms. Evans . . . . . 12

JOHN TURNER

Direct By Mr. Gibbons . . . . . 14

Cross By Ms. Evans . . . . . 18

PAULETTE GOODWIN

Direct By Ms. Evans . . . . . 36

> > > < < <

CERTIFICATE OF REPORTER . . . . . 49

**PLAINTIFF'S EXHIBITS**

<u>NO</u>	<u>DESCRIPTION</u>	<u>ID</u>	<u>EV</u>
1	contracts	9	

**DEFENDANT'S EXHIBITS**

<u>NO</u>	<u>DESCRIPTION</u>	<u>ID</u>	<u>EV</u>
1	documents	34	
2	letter	35	
3	proposal	35	
4	photograph	36	

1 THE COURT: Was it pre-Covid when I had the hearing?  
2 You didn't have a lawyer at the time. I gave you a chance  
3 to get one. I continued it for that reason. And you  
4 don't have to have a lawyer, but it's been long enough for  
5 everybody to be prepared.

6 So without anything else, Mr. Gibbons, are you ready?  
7 You ready to proceed?

8 MR. GIBBONS: We are ready.

9 THE COURT: Okay.

10 MR. GIBBONS: Your Honor, I don't know if you want an  
11 introduction about this case.

12 THE COURT: Yes, sir.

13 MR. GIBBONS: Judge, I represent Champion Windows, a  
14 long-time business here in Columbia. They do renovations  
15 and adding decks and patio rooms, et cetera. They entered  
16 into a contract with the Evans to do some work at their  
17 residence here in Richland County.

18 We have written contracts that we're going to  
19 introduce. They were attached actually to the complaint,  
20 and we have representatives from Champion here, the  
21 general manager, and also the installation manager.

22 Half the money -- the total contract was \$55,354.  
23 Half of that amount was paid. The other half remains  
24 unpaid, and that's the basis upon which we filed suit  
25 against Mr. and Ms. Evans. Ms. Evans actually filed a

1 handwritten answer that I construed as an answer.  
2 Mr. Evans did not respond, and I filed an affidavit of  
3 default --

4 THE COURT: It was joint and several?

5 MR. GIBBONS: Yes, sir. Yes, sir. And on  
6 August 25th of 2020, I served discovery on Mr. and Ms.  
7 Evans, to which no response has been received. So we've  
8 got that scenario that I'm sure is going to result in me  
9 commenting when their turn in the case comes forward.

10 So both my clients are here ready to testify. It  
11 should not be a very complicated or long trial, Your  
12 Honor.

13 THE COURT: Of course, I remember very well what  
14 happened last time. I looked at the file at that time.  
15 We'll just proceed, let him present his case. I'll hear  
16 what y'all have to say, and I'll consider everything I  
17 hear and then make a decision.

18 MR. GIBBONS: Thank you, Your Honor.

19 THE COURT: Anything else you want to say? That's  
20 pretty much where we are, is that fair enough?

21 MS. EVANS: That is.

22 THE COURT: We're all on the same page right now?

23 MS. EVANS: Yes, sir. Yes, sir.

24 THE COURT: Okay. Mr. Gibbons, you may proceed.

25 MR. GIBBONS: Okay. Your Honor, we would call Chris

1 Munzer to the stand.

2 That's M-U-N-Z-E-R?

3 THE WITNESS: Yes.

4 THE COURT: I'll ask y'all to speak up a little bit.  
5 It's hard to hear with the plexiglass and all that.

6 THE BAILIFF: Raise your right hand, face the clerk,  
7 place your left hand on the Bible.

8 CHRIS MUNZER, after being duly sworn,  
9 testified as follows:

10 THE CLERK: Thank you. Please have a seat in the  
11 witness stand and state your name for the record.

12 THE WITNESS: Full name, Christopher Richard Munzer.

13 THE COURT: Yes, sir.

14 MR. GIBBONS: May it please the Court, Your Honor.

15 DIRECT EXAMINATION:

16 BY MR. GIBBONS:

17 Q Mr. Munzer, how are you employed, sir? Can you hear  
18 me okay?

19 A Yes. I'm employed by Champion Windows.

20 Q In what capacity are you employed by Champion?  
21 What's your title?

22 A Division Manager.

23 Q All right. How long have you been with Champion?

24 A Twenty-seven years.

25 Q Just briefly, don't go into a lot of detail, but you

1 heard my summary of the kind of work Champion does. Was  
2 that accurate?

3 A Yes.

4 Q In that regard, did Champion have occasion to speak  
5 with Mr. or Ms. Evans, Keith Evans and Brenda Evans, about  
6 a project at their house?

7 A Yes.

8 Q And what exactly did they want done?

9 A A few windows, the whole house sided, tore siding  
10 off, put new siding on and a roof over their deck and  
11 concrete.

12 Q Okay. Was that the extent of the arrangement that  
13 Champion entered into with Mr. and Ms. Events?

14 A Yes.

15 Q And was that project reduced to writing and put on  
16 paper?

17 A Yes.

18 Q I'm going to ask you if you can identify these three  
19 documents for me, sir.

20 A Yes. All three of these are Champion contracts, one  
21 for the insulated roof and deck, windows and siding.

22 Q And there's one contract for each phase of the work;  
23 is that right?

24 A Yes.

25 Q And on the siding contract and on the window

1 contract, does it have a notation about the pricing? I'm  
2 sorry. On the window contract and the sun room contract,  
3 does it have a notation about the pricing?

4 A Yes, the siding contract for price -- said that on  
5 the window contract, as well, as the patio room contract.

6 Q And on the siding contract, is the price of the front  
7 reflected?

8 A Yes.

9 Q And what is that total amount?

10 A \$55,354.

11 MR. GIBBONS: Your Honor, I have an extra copy if  
12 you'd like me to hand these up?

13 THE COURT: Have they been presented?

14 MR. GIBBONS: Yes, they have, Your Honor.

15 BY MR. GIBBONS:

16 Q Okay. Did the contract contain an estimate on how  
17 long the project would take?

18 A Yes.

19 Q And what was that estimate?

20 A Approximately ten to 14 weeks.

21 Q Okay. And what had to be done to get the materials  
22 to be able to start the project at Mr. and Ms. Evans  
23 house?

24 A The windows had to be ordered. They are custom made  
25 windows. The siding had to be ordered. Everything is

1 custom ordered as far as that. All contracts, the roof  
2 panels, everything was all custom ordered.

3 Q And did the materials come in as specified?

4 A Yes.

5 Q And was the work done as specified?

6 A Yes.

7 Q And was it done satisfactorily?

8 A Yes.

9 Q And did you oversee and manager the project?

10 A I oversee the office. I wasn't overseeing, you know,  
11 that job itself.

12 Q Okay. Is Mr. Turner, who's here with us, was he in  
13 that capacity?

14 A Yes.

15 Q All right. Now, the Evans paid half of the amount of  
16 the contract; is that right?

17 A Correct.

18 Q And did they ever pay the balance?

19 A No.

20 Q Did you make demand of them to pay it?

21 A Yes.

22 Q And to this day, have they paid that balance?

23 A No.

24 Q And the total amount that's due is what, Mr. Munzer?

25 A 27,000. It's -- yeah, I think it's 27.

1 Q 27,677?

2 A Yes.

3 Q And that amount has been liquidated since on or about  
4 October 1st of the year 2018; is that right?

5 A Yes.

6 Q And no amount has been paid since that date?

7 A No.

8 Q Okay. Does your contract, as we've presented, does  
9 it contain a provision for the assessment of attorneys  
10 fees and court costs in the event of default?

11 A Yes, it does.

12 Q That's on all three of those contracts; is it not?

13 A Yes.

14 MR. GIBBONS: Your Honor, while I'm talking about the  
15 contracts, I need to move to get those introduced as one  
16 exhibit?

17 THE COURT: I believe y'all have copies. He's moving  
18 it in, introducing it into evidence. Any objection?

19 MS. EVANS: No.

20 (WHEREUPON, Plaintiff's Exhibit No. 1 was marked and  
21 admitted into evidence.)

22 BY MR. GIBBONS:

23 Q Mr. Munzer, did Champion Windows hire me to bring  
24 this lawsuit against Mr. and Ms. Evans?

25 A Yes.

1 Q And you paid me an initial retainer and cost deposit  
2 of \$2,300; is that right?

3 A Correct.

4 Q And I have indicated to you that there will be not  
5 less than an additional \$1,500 owed at the end of this  
6 process?

7 A Yes.

8 Q So are you asking the court to consider awarding you  
9 \$3,800 in additional attorneys fees and court costs?

10 A Yes.

11 Q So to summarize, the balance on their account is  
12 27,677. You're asking the court to approve \$3,800 in fees  
13 and cost. And you're asking the court to assess  
14 prejudgment interest from October 1st, 2018; is that  
15 correct?

16 A Yes.

17 MR. GIBBONS: That's all the questions I have, Your  
18 Honor.

19 THE COURT: All right. You may cross-examine.

20 Do you have any questions?

21 (There was no response.)

22 Just hold on. Let me do this. Maybe I'm getting all  
23 fuddy duddy, but this picture is crooked. It's bothering  
24 me.

25 MS. EVANS: I saw it, too.

1 THE COURT: Is it bothering you, too?  
2 (Bailiff adjusting the picture).  
3 Push it to the left.  
4 THE BAILIFF: Is that it?  
5 THE COURT: Yeah, very good.  
6 THE BAILIFF: Okay.  
7 THE COURT: Sorry about that, folks.  
8 MR. GIBBONS: Do we even know who that is, Your  
9 Honor?  
10 THE COURT: Is that Lightsey?  
11 MR. GIBBONS: I think it is Lightsey.  
12 THE COURT: Yeah, Harry Lightsey, Sr.  
13 (Whereupon, there was an off-the-record discussion).  
14 THE COURT: I'm sorry. For the record, state your  
15 name for the record, please.  
16 MS. EVANS: I'm Brenda C. Evans.  
17 THE COURT: Ms. Evans.  
18 MS. EVANS: Reside at 10 Ambrose Circle where the  
19 work was done. I have the actual contract --  
20 THE COURT: Ma'am?  
21 MS. EVANS: I have my contract. I know what I signed  
22 and everything. I read everything in detail. I also have  
23 pictures --  
24 THE COURT: Let me stop you and help you out. At  
25 this point in the trial, you need to ask him questions

1 about everything. You'll get a chance to present whatever  
2 you have in your case in chief.

3 CROSS-EXAMINATION:

4 BY MS. EVANS:

5 Q Okay. My question to you was, you had a contractor  
6 on our house, the first two contractors, and you brought  
7 all the materials out and everything. Why did that  
8 contractor leave? Why did you'll dismiss that contractor,  
9 the two contractors left?

10 A Why did we dismiss them?

11 Q Dismiss the first two contractors that was on the  
12 house?

13 A That, I really don't know.

14 Q Okay. And then when they were dismissed and the  
15 reason why they were dismissed, they left and packed up  
16 their goods and they -- we were then sitting for -- our  
17 house sat with nothing done for like two months. But  
18 prior to all of that, y'all started on the --

19 THE COURT: Can you hear?

20 THE COURT REPORTER: I am but I'm struggling.

21 Just try to project your voice out.

22 BY MS. EVANS:

23 Q The project at the house started with the slab, the  
24 pouring of the slab --

25 MR. GIBBONS: Judge, I want Ms. Evans to have her

1 opportunity, but she's not asking questions. She's  
2 testifying. It's not her turn.

3 BY MS. EVANS:

4 Q Okay. I am asking him questions. I'm asking him a  
5 question that when the project started. And the project  
6 wasn't really supposed to start until the 10th of October,  
7 but y'all started the project early during the rainiest  
8 time of the year, why was that? Why did y'all start?

9 A Well, I don't know as far as the rainiest time of the  
10 year, but we have to start the project when we have the  
11 availability to get the deck built or slabs done.

12 Q Okay. And then after that was perceived, then like I  
13 say, then -- after that, then the vinyl and stuff started.  
14 But like I say, why there wasn't enough manpower? Why  
15 didn't y'all have but two people on the house?

16 A Well, it depends on the situation. You know, a lot  
17 of these jobs require one guy, two guys, three guys. It  
18 depends on the magnitude of the job and what we have --  
19 the material to be applied at the time. Because  
20 everything here, again, was special ordered.

21 Q Everything was delivered. There was no delay in  
22 supplies. That's why I'm at -- then, you know -- and like  
23 I say, when they were dismissed, we have no explanation.  
24 You don't even know why they were dismissed. And then  
25 followed by -- there was another team that came out, they

1 also were dismissed. Do you know why they were dismissed?

2 A No.

3 Q And team number three got dismissed, do you know why?

4 A No, I don't know how many teams, how many different  
5 crews we had on the job.

6 MS. EVANS: I don't -- I don't have anything further  
7 to ask him.

8 THE COURT: Anything on redirect, Mr. Gibbons?

9 MR. GIBBONS: No, sir, that's all.

10 THE COURT: You may step down, sir.

11 MR. GIBBONS: And, Judge, I would now call Mr. John  
12 Turner.

13 THE COURT: Mr. Turner.

14 THE BAILIFF: Face the clerk.

15 JOHN TURNER, after being duly sworn,  
16 testified as follows:

17 THE CLERK: Thank you. Please have a seat in the  
18 witness stand and state your name for the record.

19 THE WITNESS: John Douglas Turner.

20 MR. GIBBONS: May it please the Court, Your Honor.

21 THE COURT: Yes, sir.

22 DIRECT EXAMINATION:

23 BY MR. GIBBONS:

24 Q Mr. Turner, are you employed by Champion Window,  
25 also?

1 A I am, sir.

2 Q And what is your title?

3 A I'm Installation Supervisor.

4 Q And how long have you been working at Champion?

5 A Twenty-one years, sir.

6 Q Okay. And tell us a little bit about what the  
7 installation supervisor does? What is your day-to-day  
8 job?

9 A The day-to-day job is, basically, when the contracts  
10 come in, I go out to the job. I verify the work order or  
11 the contract to make sure that the homeowner knows what  
12 they're getting and that we agree with everything that's  
13 on the contract, make sure that there's no discrepancies  
14 prior to getting started or ordering the materials. Then  
15 I come back and order all the materials. Everything we  
16 have is special order with the exception of concrete and  
17 lumber.

18 Once the materials come in, then we will schedule it.  
19 Each project does not go on simultaneously. It has to be  
20 done in stages so that we keep contractors from falling  
21 over contractors.

22 Each project is permitted, so we have to set things  
23 up, wait for the county or the city to come out, do their  
24 inspections, come back and complete the project depending  
25 on what the project is, such as concrete, foundations,

1 roofing. So everything has a process.

2 So a process -- a project that size could take --  
3 easily take a month based on weather and construction  
4 materials, sir.

5 Q Okay. Let me just get you to confirm Exhibit 1 here,  
6 Plaintiff's Exhibit No. 1. These are, in fact, the  
7 contracts that we're talking about.

8 A I'm sure they are, but I need to put my glasses on.

9 Q Okay. You got one pair of glasses on?

10 A I do, but that's so I can see you.

11 Q I got you, okay.

12 A Yes, sir, these are three contracts, copies of our  
13 three contracts.

14 Q And what you described as your day-to-day function,  
15 did that take place with regard to the Evans contracts?

16 A That is correct, sir.

17 Q And were you personally involved in the management of  
18 their project?

19 A Yes, sir, and subcontractors.

20 Q Now, you heard Ms. Evans ask Mr. Munzer about some  
21 dismissal of some contracts. Do you have information  
22 about that? Contractors.

23 A No. I do not remember dismissing any contractors.  
24 Contractors would go in stages. For instance, my  
25 foundation crew would go out and set the foundation up.

1 We wait on an inspection and, hopefully, it doesn't rain,  
2 but if it did, two, three or four days later, we would  
3 come back and pour concrete. Then they would leave.  
4 They'd come back again, strip everything and clean it all  
5 up. And then we'd go forward to the next project, which  
6 would -- in the order I would normally do it would be the  
7 wood foundation or deck, if it's so called.

8 It would have to come out, be framed, set up, wait  
9 for an inspection. The county would come inspect that,  
10 bless it. The foundation is done, then the deck is put  
11 together and then we proceed on with each project.

12 Q And that work is done by different contractors as the  
13 project goes forward, right?

14 A Yes, sir.

15 Q So it's not a function of dismissing contractors, it  
16 is using the appropriate contractors for that particular  
17 part of the project?

18 A Correct. Each one of these projects have different  
19 crews. Some are our personal crews, in-house, others are  
20 subcontractors to us.

21 Q Okay. And you mentioned inspections, did the county  
22 inspect as appropriate all phases of this?

23 A Yes, sir.

24 Q Were there any deficits or deficiencies or any  
25 violations of any code requirements?

1 A No, sir.

2 Q Explain to the court limitations on the work that  
3 Champion did. Champion didn't do everything that Mr. and  
4 Ms. Evans were having done; is that right?

5 A Champion provided only what's on these current work  
6 orders, nothing else was done.

7 Q Was there any interior work done on the Evans' house  
8 by Champion?

9 A No, sir. All work is done exterior.

10 Q So nothing on the inside was done by Champion?

11 A Correct.

12 Q And in your review of the file and your preparation  
13 for today's hearing, do you agree with Mr. Munzer that no  
14 balance -- or no amount of that balance has been paid by  
15 Mr. and Ms. Evans?

16 A That is correct.

17 MR. GIBBONS: Thank you, Mr. Turner. Answer any  
18 questions the Court or Ms. Evans has of you.

19 THE COURT: Ms. Evans.

20 CROSS-EXAMINATION:

21 BY MS. EVANS:

22 Q You stated that you came out to our house for all the  
23 inspections. We were home for all the inspections. The  
24 pavement, the covered concrete patio, did it pass the  
25 first inspection?

1 A At this point in time, I couldn't tell you. It's  
2 been too long.

3 Q You said you were there. You said you were there.

4 A Oh, yes.

5 Q So did it pass the inspection?

6 A The concrete inspection has two inspections. It has  
7 what we call a foundation inspection and the inspector  
8 comes out, he reviews the structure and make sure it's set  
9 up properly to hold the concrete.

10 If at that time it did not pass for any reason, it  
11 would immediately be altered to meet whatever the code  
12 requirement was, and then when it passed, then the  
13 contractor would come back out and pour everything.

14 The end result, the end inspection, obviously, is the  
15 thing that we look for the most because you can always run  
16 into something. But I remember no failures in any of the  
17 inspections. And it's very rare that we ever have those.  
18 If so, it's something an inspector caught that the last  
19 one didn't catch because every inspector happens to be  
20 different, unfortunately.

21 Q Well, at the time of the inspection, we were blessed  
22 to have the same inspector. The first, before they could  
23 even pour the footing and pour the stuff, it fell. They  
24 had to go in because the rebar wasn't in there and it  
25 wasn't -- the footing wasn't dug out deep enough, so it

1 did not pass, so that delay because they had to come back  
2 out there and dig, get the rebar right. In the meantime,  
3 it did rain. It rained about two weeks or so.

4 Once they did get the rebar and everything and  
5 covered it, then they came back out. They had to wait the  
6 water to dry out. The inspector came out for the deck,  
7 the deck passed and everything with flying colors, okay.

8 And do you know why those first two contractors were  
9 let go?

10 A I have no knowledge of letting go any contractors.

11 Q Okay.

12 A Because my concrete crew has been with me a very long  
13 time.

14 Q I'm not talking about those. I'm talking about the  
15 vinyl, the vinyl team, the team that does all the vinyl  
16 work. And you said you were out there for every  
17 inspection. You wasn't not when the inspector came out  
18 there?

19 A No, there's no way to keep up with -- my job is to  
20 make sure that the inspection passes and --

21 Q You stated that you were there present at the  
22 inspection?

23 A No. I was there throughout the entire process of  
24 what took place.

25 Q Okay. You were there -- the only time you were there

1 -- and you weren't there 100 percent, you were there back  
2 and forth when that deck was going on and then you left  
3 and came back. Then we saw you again, you were bringing  
4 windows back delivering and everything. You were not  
5 there. I'm retired. I was home at my house.

6 A Right. I made a minimum --

7 Q 24/7.

8 A A minimum of ten trips, which I had an assistance  
9 with me, which I didn't have any need to bring him today,  
10 but he was with me quite a few of those trips, also.  
11 Because it's such a big job and, luckily, this particular  
12 job was very close to our office, so I visit those jobs a  
13 whole lot more than I visit ones in Florence or out of  
14 town. So I was very involved in this job.

15 Q No.

16 A And when I stopped by, I stopped by to check on the  
17 customers -- I mean, check on --

18 Q Not check on your crew?

19 A No, check on my crews. The customer is not always  
20 there.

21 Q I'm there. We were there.

22 A I'm actually the one that went over the contracts  
23 with you, also.

24 Q You didn't go over the contract. Matt did my  
25 contract.

1 A I apologize, Matt is the salesman --

2 Q Sales rep.

3 A -- who sold the initial contract.

4 Q Yes, sir.

5 THE COURT: Go ahead. Let him finish.

6 BY MS. EVANS:

7 Q Oh.

8 A Matt is the one who sold you the initial contract.

9 Q Right.

10 A After the salesman does that, he is no longer in the  
11 process. It's up to the installation manager to review  
12 all documents, make sure that the homeowner is aware of  
13 what they're getting and that you agree. And it's his job  
14 to make sure he goes back and everybody gets on the job,  
15 finishes the jobs, completes the job and closes the job.  
16 That's my position. But yes, Matt was the initial  
17 contractor of the initial sales --

18 Q Rep?

19 A -- rep, that is correct.

20 Q Yes. But you didn't go over our contract with us.  
21 You never came and sat down to go over that contract.

22 A That is incorrect, ma'am. I do that with every  
23 customer.

24 Q No, sir, you didn't.

25 A And have for 21 years.

1 Q No, sir, you didn't do it. You missed it on this  
2 one. You didn't do it. When all the stuff came out to my  
3 home and everything, we took our contract and our paper  
4 and we checked off on every single thing that was ordered,  
5 every single item was ordered.

6 I couldn't even get in my driveway. Had you been  
7 there, you would have known you had the wrong size. If  
8 you went over the contract when the materials got there,  
9 we didn't have the siding?

10 A Incorrect, ma'am. There's no way the material could  
11 have ever been delivered to your home nor any of it taking  
12 place without someone other than the salesman reviewing  
13 all those documents with you.

14 Q No, sir.

15 A I reviewed the documents. I am the person who we  
16 laid out on the ground where the foundation was going to  
17 be poured or there wouldn't have been any way for us to  
18 know where to pour the foundation.

19 I am the person who had to tell you where we were  
20 going to put the deck and have you agree to that or we  
21 never would have been able to build a deck. There would  
22 have been no knowledge of where any of the material was  
23 going to -- where any of the project would take place  
24 without the installation manager going over each one of  
25 the documents. Also, we did not do the entire house in

1 windows, correct, ma'am?

2 Q You done the windows they were on that paper that was  
3 told to be done on paper?

4 A Correct.

5 Q In the contract?

6 A So the installation manager has to go out and make  
7 sure of where the windows are actually going in the home  
8 because we're not doing the entire home. We also have to  
9 make sure that we measure everything properly so that they  
10 fit properly.

11 I'm also the installation manager that measured your  
12 roof to make sure that the roof went in the right location  
13 because the roof went over the slab and not over the deck.

14 So someone has to walk the homeowner through each  
15 individual contract. And with multiple contracts, that  
16 would be very confusing if no one went over it with the  
17 homeowner on the site to make sure that we placed it in  
18 the right location. I am the person that went over these  
19 contracts.

20 Q I --

21 A After the salesperson sold the job.

22 Q No, sir, you did not go it with me nor my husband  
23 because when that got my -- it's already designated. I  
24 already had a brick foundation that's bricked up.

25 All y'all did was fill the inside with the proper --

1 well, they had to pour the foundation, they had to dig  
2 that out and put the rebar in. We were in Charleston and  
3 we received a phone call that we're about to start work on  
4 your house?

5 A Okay. I mean, that would have been someone in my  
6 office --

7 Q And then when you got there --

8 THE COURT: Stop. Stop.

9 THE WITNESS: I apologize, Your Honor.

10 THE COURT: It's okay, but she can't take down what  
11 two people say at the same time.

12 THE WITNESS: I apologize.

13 THE COURT: So you ask the question, give him the  
14 chance to answer. You both can't talk at the same time.  
15 I've done this a long time, and she can't do what y'all --  
16 she can't do it. Let's be courteous and polite as best  
17 you can.

18 MS. EVANS: Yes, sir.

19 THE COURT: Ask the question, give him a chance to  
20 answer, but don't interrupt him. Thank you, ma'am.

21 Is there anything further? You're going to get a  
22 chance to say what you want to say.

23 MS. EVANS: Yes, sir.

24 BY MS. EVANS:

25 Q Yes, sir. But like I say, you did not meet with me

1 nor my husband and go over any of them contracts. Matt --  
2 we pointed out to Matt in detail what was going here and  
3 where the deck was.

4 He walked me through all the measurements and all  
5 that. Nobody else came out to discuss anything or  
6 anything about that contract. And then when the material  
7 arrived and it was the wrong stuff, I had questions and  
8 Jeremy was the one who was available and Jeremy said call  
9 Matt.

10 THE WITNESS: If there was a color dispute, Your  
11 Honor, of what was on the ground and what was on the  
12 contract, it would have been the factory or the sales rep  
13 that would have made sure that the color that the client  
14 and he or she talked about was correct.

15 But I, personally, was the individual who you allowed  
16 me into your home inside the house in the area that the  
17 windows were going in because it was all completely  
18 unfinished. You and your husband were there.

19 I was in the home with them shortly after the sale  
20 after the factory rep to review all these contracts with  
21 them. There is no way a project could ever move forward  
22 without the installation manager reviewing the contracts  
23 and making sure that the roof is white and the deck is  
24 made of conventional lumber other than composite, where  
25 it's going to be placed. There's no way a project could

1 move forward without my position.

2 Q Okay. You're saying that we were there in the home.  
3 I'd say again you were not. You did not go over the  
4 contracts with me or my husband. The area that you was  
5 putting on, it's a big picture sliding door you can see  
6 right in it. The other one is the same thing. So you  
7 could see into the area, the closed-in sun porch and the  
8 dining area that was unfinished and stuff.

9 Like I say, you went by telling your crew what deck  
10 and measure and the foundation for it because that  
11 information was already in there from Matt. You said you  
12 went over the contract with the windows with us. You  
13 didn't do that. Because when you came and brought those  
14 windows and I said oh, those are not the right windows,  
15 one is too small and they're not the right windows.  
16 That's not the style. You said, I'm only here to deliver  
17 the windows. You called Chris. That's what you told me.

18 THE WITNESS: Okay. Your Honor --

19 MS. EVANS: So --

20 THE WITNESS: There were multiple install managers,  
21 but I had been the install manager there for 21 years.  
22 The projects, the concrete project is my actual contract.

23 In other words, that's my total responsibility. The  
24 deck that was built was my total responsibility. The roof  
25 that took place was my total responsibility. My

1 counterpart next door manages the siding and manages the  
2 windows. So together, the two of us go out and check on  
3 jobs.

4 The windows and the siding specifically, those  
5 contracts were gone over by the window manager. These  
6 other contracts here that reflect the concrete, the roof  
7 and the deck, I personally did and was inside the home.  
8 And then that install manager and myself would go back and  
9 forth and visit.

10 Now, if there were discrepancies on the windows, they  
11 were taken care of or they would not be installed today.  
12 If there were discrepancies on the siding color -- and  
13 things do happen.

14 If the color wasn't exactly what the homeowner  
15 thought it was, then we would bring out the contract -- or  
16 he would have brought out the contract. He would have  
17 brought out what we call the fan deck, which was the  
18 little colors, and verified everything that was on the  
19 contract versus what's in the yard. And then between the  
20 two of us, we ensure that the entire projects are  
21 completed. The projects were completed totally and  
22 everything was accepted.

23 There wasn't -- there's no discussion today or has  
24 been on the wrong color siding, so evidently, if there  
25 were a concern back in 2018, it was taken care of. If

1 there was an inspection that didn't pass the first time,  
2 then, obviously, we had to take care of it to get it on  
3 the ground so that they're enjoying it today.

4 So all the process took place, but I personally was  
5 the gentleman who went into the home and talked with them  
6 in their home. And then they came inside and we laid out  
7 exactly where everything is supposed to be or there's no  
8 way I would be able to instruct a crew on where each  
9 project was to take place. Because if it were slightly  
10 off, I would be taking it down and doing it again. That  
11 has happened through the years. So, yes, my position is  
12 extremely important to make all these things happen.

13 THE COURT: All right.

14 BY MS. EVANS:

15 Q Well, you don't recall 2018 was a rough year and  
16 y'all were very shorthanded. Y'all were subcontracting  
17 out to other contractors, bosses to get people in. Alex  
18 subcontractors two guys that worked on our house. I could  
19 tell you why the two guys --

20 MS. EVANS: Brenda.

21 BY MS. EVANS:

22 Q I can tell you why the two guys were dismissed from  
23 the job.

24 MR. GIBBONS: Your Honor, I'm going to need to object  
25 at this point.

1 THE COURT: The objection is noted.

2 You will get a chance to present your side of the  
3 story. I'm being courteous and polite. Anything further?

4 MS. EVANS: No, I'm done.

5 THE COURT: What you're saying is argumentative,  
6 that's his position. If there were no dispute, we  
7 wouldn't be here.

8 MS. EVANS: Right, yes, sir.

9 THE COURT: So he's presented his side. If you're  
10 finished with him, he can redirect him, or he can rest his  
11 case.

12 MS. EVANS: Yes, sir.

13 THE COURT: And you can tell me whatever you want.

14 MS. EVANS: Yes, sir.

15 THE COURT: Is that fair enough?

16 Anything further of this witness?

17 MR. GIBBONS: No, sir. That's the plaintiff's case,  
18 Your Honor.

19 THE COURT: That's your case?

20 MR. GIBBONS: Yes, sir.

21 THE COURT: Let's take a short break. You can put  
22 your husband up, you can tell me your side of the story.  
23 Okay.

24 (WHEREUPON, a short break was taken.)

25 THE COURT: Ms. Evans, are you ready to proceed?

1 MS. EVANS: Yes.

2 THE COURT: Do you want to call your husband?

3 MS. EVANS: Judge, I apologize for not standing.

4 THE COURT: Ms. Evans, I wasn't worried about that.

5 MS. EVANS: I'd like to call my husband, but he's  
6 medically not able.

7 THE COURT: You don't have to call him. This is --

8 MS. EVANS: I'll call Ms. Paulette Goodwin.

9 THE COURT: All right. And she's what relation to  
10 you?

11 MS. EVANS: We're just long friends.

12 THE COURT: She's a neighbor? She's a friend?

13 MS. EVANS: She's my friend, church member. We just  
14 go way back.

15 THE BAILIFF: Raise your right hand, place your left  
16 on the Bible.

17 PAULETTE GOODWIN, after being duly  
18 sworn, testified as follows:

19 THE CLERK: Have a seat in the witness stand.

20 THE COURT: Have you been noticed about the  
21 appearance of this witness, Mr. Gibbons?

22 MR. GIBBONS: No, sir. I was going to put on record,  
23 again, Your Honor, I served standard interrogatories and  
24 request for production on August 25th, 2020. I think  
25 proof of service was e-filed, and no response has been

1 received up to the minute I walked in the courtroom and  
2 still no response.

3 I don't know who this lady is or what relation she  
4 has to this case at all. I was not notified of any  
5 expected testimony that she might offer or any documents  
6 that she may have, so I'm going to object to her  
7 testifying.

8 THE WITNESS: Okay.

9 THE COURT: This is nonjury, which means he needs to  
10 put his position on the record. She can proffer this  
11 testimony. I can consider it or not consider, but I'm  
12 going to give her an opportunity to present what she wants  
13 to. Now, whether that meets the legal test or not will be  
14 my decision later on. Even if help objects, to make a  
15 complete record, I've got to let you proffer it, offer it.

16 MS. EVANS: Yes, sir.

17 THE COURT: Whether it meets the legal test or not,  
18 I've still got to let you do it. Does that make sense?

19 MS. EVANS: Yes, sir.

20 THE COURT: So state your name --

21 Have you sworn her already?

22 THE CLERK: Yes, sir.

23 THE COURT: All right. So I'm going to ask you to  
24 state your name for the record. Tell us your full name  
25 and spell your last name, please, ma'am.

1 THE WITNESS: My name is Paulette Young Goodwin. My  
2 last name is spelled Y-O-U-N-G, hyphenated Goodwin,  
3 G-O-O-D-W-I-N.

4 THE COURT: All right. Ms. Evans, go ahead.

5 I assume these are documents you want to introduce  
6 into evidence?

7 MS. EVANS: Yes, sir.

8 THE COURT: Have you seen these documents before, Mr.  
9 Gibbons?

10 MR. GIBBONS: Just now handed to me for the first  
11 time, Your Honor.

12 THE COURT: All right. We'll mark them. Like I  
13 said, I've got to consider this as a proffer.

14 MS. EVANS: Yes, sir.

15 THE COURT: Go ahead.

16 MS. EVANS: And I have a copy for you.

17 THE COURT: You have to tell us what they are.

18 MS. EVANS: Okay. The documents I have is outlining  
19 what I am requesting and asking for.

20 THE COURT: Pass it to the clerk so I can look at it.

21 MS. EVANS: And a letter from my insurance company.

22 THE COURT: Do you have copies of everything?

23 MS. EVANS: Yes, sir, I have copies. Those are your  
24 copies. I've got it, yes, sir.

25 THE COURT: I have three documents in my hand. One

1 is -- the first one is CP, Brenda Evans, case number,  
2 Notice of Hearing, Default Judgment, Merits. This  
3 consists of four pages, five pages. We'll mark this as  
4 Defense No. 1, I guess.

5 (WHEREUPON, Defendant's Exhibit No. 1 was marked for  
6 identification only.)

7 Then, secondly -- I have cataracts.

8 (Pause).

9 Adjusting at, it says policy number, claim number.  
10 Is this your insurance company?

11 MS. EVANS: That's my insurance company, yes, sir.

12 THE COURT: Is anyone from your insurance company  
13 testifying about this?

14 MS. EVANS: He sent that to me because he wasn't able  
15 to be here. That's what I got in the mail. When I came  
16 -- we had to go out and do something. I had to notify  
17 them. My insurance company came out prior to them  
18 installing the work and did the inspection --

19 THE COURT: Let me stop you.

20 MS. EVANS: Yes, sir.

21 THE COURT: This doesn't meet the legal test. I'll  
22 mark it as a proffer and let you continue.

23 MS. EVANS: Yes, sir.

24 THE COURT: You just can't submit a document. You  
25 have to call the person that made the document.

1 MS. EVANS: You're talking about calling the  
2 insurance company?

3 THE COURT: Ma'am, you need somebody from Alder to  
4 come in and testify about that document. But I'll mark it  
5 for the record anyway.

6 (WHEREUPON, Defendant's Exhibit No. 2 was marked for  
7 identification only.)

8 And thirdly, I have Super Sod proposal. I'll let you  
9 tell me what this is, rely on roofing and repairs. This  
10 is four pages.

11 Did you see all this, Mr. Gibbons?

12 MR. GIBBONS: Yes, sir.

13 THE COURT: And you have objections about it. I'm  
14 considering this as a proffer.

15 Go ahead and mark that as Defense No. 3, is it?

16 THE COURT REPORTER: 3, yes.

17 THE COURT: All right, Ms. Evans. Go ahead.

18 (WHEREUPON, Defendant's Exhibit No. 3 was marked for  
19 identification only.)

20 MS. EVANS: The stuff that presented and everything  
21 is backing why we're here in breach of contract. This is  
22 step by step of what happened and what took place.

23 Paulette Goodwin, she was my friend. She was coming  
24 over. She knows about me. I can let her speak on my  
25 behalf on the kind of person --

1 THE COURT: Just go ahead and ask her whatever  
2 questions you want.

3 (WHEREUPON, Defendant's Exhibit No. 4 was marked for  
4 identification only.)

5 DIRECT EXAMINATION:

6 BY MS. EVANS:

7 Q So Ms. Goodwin, what was all the steps and process I  
8 took before I chose this company?

9 A Brenda --

10 First, Your Honor, Brenda and I are good friends. We  
11 are prayer partners, church members and stuff like that.  
12 When Brenda started her project with remodeling her  
13 windows and stuff, we prayed about this, Your Honor, and  
14 to this Court.

15 What she did when she went out and when she chose  
16 Champion Window Company, she did it because she eliminated  
17 other companies. She went in the communities around where  
18 Champion already had done work previous. So they had a  
19 good reputation coming in when she chose them. It was no  
20 question mark.

21 Again, like I say, Brenda and I are good prayer  
22 partners. She was showing pictures and stuff like that.  
23 She's a detailed person, and that detailed person meaning  
24 she had all the information she was given back and forth  
25 from Champion.

1 I'm not up to date with all this construction  
2 business other than talking about what Brenda, and I would  
3 talk about in our time in getting her house remodeled.

4 She was taught -- we will come, and she'll say a set  
5 of contractors was here. At this particular time, it  
6 could have been a Latino group. They back there drinking  
7 on their property. I don't know whether they're  
8 subcontractors or whether they're contractors for  
9 Champion. And they was back there drinking on the  
10 property. I mean, even when Brenda came into this  
11 courtroom today, I said, Brenda, you're going up against a  
12 corporation. You need an attorney to come in with her.

13 Her faith felt like she was doing what she was  
14 supposed to do. And why would she have to pay all this  
15 extra money for an attorney or something for a job that  
16 was not done properly to her property.

17 Her house and stuff like that, the money that been  
18 put in that house, Your Honor, they've been saving this  
19 for years. Her husband is a retired fireman. He's  
20 sitting there now anxious.

21 He don't even feel good because of this kind of  
22 action that Champion have brought them in here with them.  
23 They have done everything that they possibly could do and  
24 I heard the --

25 MR. GIBBONS: I didn't object, Your Honor, I just

1 stood up.

2 THE COURT: What now?

3 MR. GIBBONS: Obviously, she's not being responsive  
4 to any question, Your Honor.

5 THE COURT: I understand.

6 MR. GIBBONS: You know, I don't want to prejudice my  
7 client because they're not handling the matter according  
8 to the rules.

9 THE COURT: Your objection is sustained.

10 You have to be able to testify about firsthand  
11 knowledge. I can tell you what you're saying now would  
12 require almost somebody else who was an expert in  
13 installing windows to make, to give an opinion on. You're  
14 not doing that.

15 And he's got to object, and I'm sustaining his  
16 objection. You've got to tell me from your personal  
17 knowledge what happened, what you saw with your eyes, what  
18 you heard. You can't just give an opinion and you can't  
19 to into --

20 THE WITNESS: Yes, sir.

21 THE COURT: You yourself said -- if I remember this  
22 case correctly, Judge Lee originally -- was it Judge Lee  
23 or somebody gave you 60 days to get a lawyer? This was  
24 four or five years ago.

25 When y'all came to me, y'all still hadn't gotten a

1 lawyer. So you ignored Judge Lee's order to get a lawyer,  
2 if I remember correct. And that's why I continued the  
3 case in the first place to allow you the opportunity to  
4 get a lawyer to properly present your case. That was  
5 pre-Covid, I think, almost two years ago.

6 And you come in today after two judges advised you to  
7 go try to find a lawyer without a lawyer. You can't do  
8 what you're doing.

9 MS. EVANS: All right.

10 THE COURT: The Rules don't allow you to do it. The  
11 Rules apply to you; they apply to me; they apply to  
12 Mr. Gibbons. I can't let you come here and do something  
13 that improper --

14 MS. EVANS: Right.

15 THE COURT: -- which is exactly what you've done so  
16 far.

17 MS. EVANS: Right.

18 THE COURT: And what you're continuing to do. This  
19 is not a jury. That's why I've let you go as far as you  
20 have because it doesn't prejudice the jury. I've done  
21 this for a long time.

22 MS. EVANS: Yes.

23 THE COURT: So this is summing up where we are now.  
24 I continued this case in addition to Judge Lee continuing  
25 the case to give you an opportunity to get a lawyer. She

1 -- your friend says you should have gotten a lawyer. I  
2 can't change the rules and let you proceed in this manner.  
3 I've read the pleadings.

4 MS. EVANS: Uh-huh.

5 THE COURT: My guess is from reading the pleadings  
6 you object to the quality of workmanship. You want to  
7 blame what happened to your house on them. But saying  
8 that is not enough, you need evidence and proof. Does  
9 that make sense?

10 MS. EVANS: Yes, sir.

11 THE COURT: Now, what I'm going to do -- let me try  
12 to help you. This is frustrating for me and everybody  
13 involved. The best I can do is I can let you submit  
14 everything you want me to look at it.

15 MS. EVANS: Yes, sir.

16 THE COURT: I'll look at it all before I make a  
17 decision, and then I will make a legal decision based on  
18 what you've submitted over his objection as a proffer. So  
19 what I want you to do, you can submit that. I'll take a  
20 look at that. I'll take a look at everything you  
21 submitted.

22 MS. EVANS: Yes, sir.

23 THE COURT: I'll take everything into account. I've  
24 got to listen to him make an argument for dismissal and  
25 everything else, but I won't rule on today.

1 MS. EVANS: Right, right.

2 THE COURT: I'll let him do that. I'll look at  
3 everything -- and I've done this a long time. I can  
4 promise you this, I'll be as fair to you as I can and as  
5 fair to him as I can. I'll make as fair a decision as I  
6 can, not for you, not for him, but for myself.

7 MS. EVANS: Yes, sir.

8 THE COURT: So I want you to submit that as Exhibit  
9 No. 4, and I'll take everything into account. I've read  
10 what is your answer.

11 MS. EVANS: Yes, sir.

12 THE COURT: My guesstimation is there was an issue.  
13 You blamed them, that's why you stopped paying them. You  
14 don't pay somebody -- and you feel that your right is not  
15 paying the balance of the contract; is that fair enough?

16 MS. EVANS: Yes, sir.

17 THE COURT: So let me do that for you. I'm not  
18 yelling at you, Ms. Evans.

19 MS. EVANS: Uh-huh.

20 THE COURT: But I think this is the right and proper  
21 way to proceed.

22 MS. EVANS: Yes, sir.

23 THE COURT: I can't let you do what the Rules don't  
24 allow somebody else to do.

25 MS. EVANS: Yes, sir.

1 THE COURT: So I'm allowing you to proffer this.  
2 We'll mark it. I'll take everything into account, your  
3 pleadings, and I'll let you make your argument, then I'll  
4 make a decision. I'll let him make his argument. We'll  
5 mark this. I'll look at everything.

6 I'll let you make all your objections.

7 And let you respond to his objections and I'll take  
8 it under advisement and make a decision.

9 MS. EVANS: Yes, sir.

10 THE COURT: You may go back to your seat.

11 THE WITNESS: Thank you, Your Honor.

12 MS. EVANS: Now, you're the only judge that we ever  
13 came before.

14 THE COURT: That's fine.

15 MS. EVANS: When we first came to court --

16 THE COURT: Okay. All right. For some reason I  
17 thought I -- this was years ago.

18 MS. EVANS: Yes, sir.

19 THE COURT: I thought Judge Lee had given you some  
20 time to get a lawyer.

21 MS. EVANS: No.

22 THE COURT: I do know this, I gave you an opportunity  
23 to get a lawyer.

24 MS. EVANS: Yes, sir.

25 THE COURT: Mr. Gibbons, I'll be happy to hear any

1 motions you have.

2 MR. GIBBONS: Thank you. May it please the Court,  
3 Your Honor. Just I know you know the objections to all  
4 these things she's submitting.

5 THE COURT: Yes.

6 MR. GIBBONS: It's hearsay. She didn't respond to  
7 discovery. I've not seen the photographs. I don't  
8 necessarily need to see them. I just want to note for the  
9 record, I don't know what that is she has submitted up  
10 there. I assume it's a series of photographs.

11 A couple of things, Your Honor, before I move for a  
12 formal dismissal. I hope the Court took notice of the  
13 fact that the job that Champion was contracted to do was  
14 limited.

15 They didn't do anything on the inside of this lady's  
16 house, so anything she's got in those photographs or  
17 anything on these documents that deal with the inside of  
18 the house, we didn't touch the inside of the house. And  
19 never did they hear an objection for window sizes, colors,  
20 anything and she did not put it in her written response to  
21 the original complaint. Nothing about wrong window sizes,  
22 nothing about colors, nothing about construction defects.  
23 I want that known for the record.

24 Your Honor, again, we would formally move for  
25 judgment in favor of the plaintiff, dismissal of any

1 claims made on behalf of the defendant. I feel like we've  
2 carried our burden of proof based on the testimony and the  
3 evidence we supplied.

4 I think the Court needs to enter a judgment in favor  
5 of Champion for the full amount of the balance plus the  
6 attorneys fees, and I'll have to do a calculation of  
7 prejudgment interest based on the different interest rates  
8 over the years.

9 Thank you, Your Honor.

10 THE COURT: Ms. Evans, I'll give you a chance to  
11 respond to what I said. It's a lot of legal stuff. I've  
12 done this a long time.

13 MS. EVANS: Yes, sir.

14 THE COURT: Tell me how you feel and what your  
15 position is, basically, what I'm asking you to do.

16 MS. EVANS: Okay. I feel that Champion was wrong how  
17 the job was handled. He don't want to submit a look.  
18 What does he have to hide? I couldn't get an attorney.  
19 When I went to get an attorney, because you gave me 30  
20 days, but unfortunately, the court shut down. I went to  
21 an attorney --

22 THE COURT: Ms. Evans, you have a right under the  
23 Constitution to not have an attorney, nobody is forcing  
24 you.

25 MS. EVANS: Yes, sir, but I tried to get an attorney.

1 And he's saying something about papers, anything that  
2 comes in my mailbox, I get it and respond. I didn't  
3 receive anything, e-mail, anything. I'm thorough and I'm  
4 on top of stuff, okay.

5 I object because when I asked those gentlemen, John  
6 and Chris, I saw Chris six times at the most. And when I  
7 saw him those six times, that's when -- the pictures are  
8 evidence. The video is evidence. They don't want to be  
9 looked at because they know what happened and guilty of  
10 what's in those papers.

11 I lived in the house three days -- three nights and  
12 two days unsecure with no windows pouring-down rain.  
13 That's why I asked when they were up there what was their  
14 problem? I was told they were delivering the windows,  
15 call Chris. It was Friday, I called Chris, no answer, no  
16 nothing. My son came, stayed at my house with his weapons  
17 because we couldn't leave. We couldn't secure our house  
18 and we had police patrol. All that's on the video and  
19 everything. We went to revival, came back, the crew was  
20 gone.

21 Like I said, I have nothing to hide, I had no problem  
22 with Champion. I went to Champion because my faith in my  
23 Father's porch. I know the Word. I went to my neighbors.  
24 I do everything. But because of time and life, companies  
25 do have a rough spot, and that was a rough year for them.

1 It was a rough year for them. Evidence are in the  
2 pictures.

3 Damage: You don't have to come to my house and  
4 damage the house. Water damage because it came from the  
5 two Mexicans that were drinking on the job. Pulling all  
6 the siding down in the pouring-down rain, then you don't  
7 put it up, so where the water going to run? That caused  
8 the damage in the house. It's all in the papers. I  
9 didn't take the siding off. I didn't cause the damage to  
10 the inside of my house.

11 I don't have a reason to lie. I'm not going to lie.  
12 I know how many times he's been in my house. I have it  
13 written down here. When he came in my house, he was  
14 separate about that deck, to drop them windows and he kept  
15 on going.

16 Everything I state here before the Court and before  
17 Your Honor is the truth, nothing but the truth. I worked  
18 too hard, set aside. Our age, we understand what our  
19 elders said.

20 There comes a time in life -- I thank God I'm young.  
21 So we set aside our hard-earned money, and we said we  
22 wanted to do one final project maintenance free. My  
23 husband has lung disease. He can't do anything, 35 years  
24 of serving the community firefighters.

25 So like I say, I just want justice be served. I went

1 and like I say, tried to get an attorney, talked to an  
2 attorney. I called my insurance company. They say I can  
3 send this to court.

4 If you need it to be notarized, whatever, I could  
5 have gotten it done. I would have took the page to the  
6 office. When I have got the letter we have in court  
7 today, I didn't get it until Wednesday.

8 THE COURT: That's fine, that's fine.

9 MS. EVANS: I got it, yeah, Wednesday of last week.  
10 We got back from Charleston. He had his infusion. It  
11 came in the mail. I am very, very -- I am on top of it,  
12 very detailed. That's my home, my first home and my last  
13 home, and I put too much in it. Too much in it. And my  
14 insurance company and everything on top of everything.

15 They had to come out and do new measurements and to  
16 add this because of, you know, something happened. They  
17 want to see what was going on, so they took the living  
18 space and outside space. Like I said, I have no reason to  
19 lie. I have no reason to lie.

20 THE COURT: I understand.

21 MS. EVANS: And like I said, I tried get an attorney.  
22 The attorneys told me there wasn't no money in it.

23 THE COURT: Ms. Evans, I've done this a long time. I  
24 understand your position. I've got to review the file.  
25 I'll take into account what they presented and what you

1 presented and I'll make a decision.

2 MS. EVANS: Yes, sir.

3 THE COURT: That's the best I can do.

4 MS. EVANS: Yes, sir.

5 THE COURT: I don't have many more days to go. This  
6 is one of the last cases I'll probably hear, but I can  
7 promise both sides I'll be as fair as I can. It's not for  
8 Mr. Gibbons sake or Champion's sake, not for your sake.

9 MS. EVANS: Yes, sir.

10 THE COURT: I wish everybody the very best. I'll let  
11 you know my decision. Thank y'all.

12 MR. GIBBONS: Thank you.

13 (Whereupon, the proceedings were concluded.)

14

15

16

17

18

19

20

21

22

23

24

25





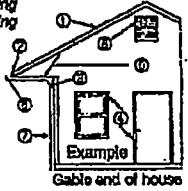
Champion Window Company of Columbia, LLC  
 8 Fernandina Court • Columbia, SC 29212  
 803-781-7787 • 888-228-1953 • Fax 803-781-7880  
 GelChampion.com

VINYL SIDING CONTRACT

To: Kitch Evans E-Mail \_\_\_\_\_  
 Address: 10 Parkrose Cir. Home Phone: 447-8523 Cell/Other: 447-8534  
 City: Columbia State: SC Zip: 29210 Factory Rep: Matt C. Estimate Date: 5-7-18

CHAMPION WINDOW COMPANY OF COLUMBIA, LLC (CHAMPION) AGREES TO MEASURE, FURNISH AND INSTALL THE FOLLOWING PRODUCTS FOR THE AMOUNT STIPULATED BELOW:

INCLUDED	PREPARATION	LOCATION					Detached Structure	Notes
		Front	Rear	Left	Right			
<input checked="" type="checkbox"/>	Remove existing siding and haul away	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Adding wall sheathing in the event there is not a sufficient substrate to create a sound nailing surface is an additional cost of \$_____ per sq. ft.
<input checked="" type="checkbox"/>	Remove existing soffit and haul away	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
<input checked="" type="checkbox"/>	Inspect wall sheathing and replace wood as needed	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
<input checked="" type="checkbox"/>	Fill out walls on brick block or stucco areas	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
<input checked="" type="checkbox"/>	Inspect work area, surfaces and repair loose wood where needed	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
<input checked="" type="checkbox"/>	<input type="checkbox"/> House Wrap <input checked="" type="checkbox"/> 3/8" Backer <input type="checkbox"/> 1/4" Backer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
<input checked="" type="checkbox"/>	Foundation/Brick cap	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
<input checked="" type="checkbox"/>	Cut vent holes in existing soffit	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
<input checked="" type="checkbox"/>	<b>SIDING</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
<input checked="" type="checkbox"/>	Premium Vinyl <input checked="" type="checkbox"/> Clapboard <input type="checkbox"/> 1/4" Beadboard <input type="checkbox"/> Other: <u>WHITE</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Color: <u>WHITE</u>
<input checked="" type="checkbox"/>	Vertical <input checked="" type="checkbox"/> Style: <u>Clapboard</u> <input type="checkbox"/> Other: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Color: <u>Clapboard</u>
<input checked="" type="checkbox"/>	Premium Cedar Vinyl Shake <input type="checkbox"/> Style: <u>Shake</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Color: <u>WHITE</u>
<input checked="" type="checkbox"/>	Solid Core <input type="checkbox"/> 7" Clapboard <input type="checkbox"/> Other: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
<input checked="" type="checkbox"/>	J Channel/Sill Trim (around window)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
<input checked="" type="checkbox"/>	J Channel/Sill Trim (same as siding color unless otherwise noted)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
<input checked="" type="checkbox"/>	Inside Corner Posts (same as siding color unless otherwise noted)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
<input checked="" type="checkbox"/>	Outside Corner Posts (same as siding color unless otherwise noted)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
<input checked="" type="checkbox"/>	Mounting Blocks (same as siding color unless otherwise noted)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
<input checked="" type="checkbox"/>	Porch Beam <input type="checkbox"/> Apply Siding <input type="checkbox"/> Wrap Existing	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
<input checked="" type="checkbox"/>	Columns Qty: _____ <input type="checkbox"/> Apply Siding <input type="checkbox"/> Wrap Existing	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
<input checked="" type="checkbox"/>	<b>CUSTOM TRIM</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
<input checked="" type="checkbox"/>	Rake board <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
<input checked="" type="checkbox"/>	Gutter/Fascia board <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
<input checked="" type="checkbox"/>	Freeze board <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
<input checked="" type="checkbox"/>	Window Casing Qty: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
<input checked="" type="checkbox"/>	Door Casing Qty: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
<input checked="" type="checkbox"/>	Garage Door casing	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
<input checked="" type="checkbox"/>	Build out window or door openings Qty: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
<input checked="" type="checkbox"/>	<b>SOFFIT AND PORCH CEILING</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
<input checked="" type="checkbox"/>	Cover soffits with vinyl panels <input type="checkbox"/> Solid <input checked="" type="checkbox"/> Vented	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
<input checked="" type="checkbox"/>	Cover porch ceiling with soffit panels	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
<input checked="" type="checkbox"/>	<b>GUTTERS AND DOWNSPOUTS</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
<input checked="" type="checkbox"/>	Leave existing gutters and downspouts as is (DO NOT REMOVE)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
<input checked="" type="checkbox"/>	Install seamless gutters <input type="checkbox"/> 5" Standard <input type="checkbox"/> 6" Over Size	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Color: _____
<input checked="" type="checkbox"/>	Install downspout(s) <input type="checkbox"/> 3" Standard <input type="checkbox"/> 5" Over Size	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Color: _____
<input checked="" type="checkbox"/>	Install gutter leaf protection" Type: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Color: _____
<input checked="" type="checkbox"/>	<b>ACCESSORIES AND ADDITIONAL CARPENTRY</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
<input checked="" type="checkbox"/>	Install gable vent(s) <input type="checkbox"/> Shape: _____ Total #: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Color: <u>9 to be</u>
<input checked="" type="checkbox"/>	Install new shutters Style: <u>Louvered</u> # of Pairs: <u>10</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Color: <u>Determined</u>
<input checked="" type="checkbox"/>	Remove and reinstall existing shutters # of Pairs: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
<input checked="" type="checkbox"/>	Additional Carpentry	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		



Unless otherwise stated, customer is responsible for removal and replacing existing dishes, exterior fixtures, house numbers, flag poles, basketball hoops and any other fixtures attached to the exterior walls other than gutters.  
 Customer agrees to allow Champion to display a yard sign 30 days after completion.  HSA Approval  HSA Approval  HSA Approval  HSA Approval  
 Was home built prior to 1978?  YES  NO The undersigned agrees to the terms and conditions of the Champion "Lead Safe Work Practices" and "Lead Acknowledgment" which is attached to this contract.  BUYER'S INITIALS

TWO YEAR FREE IN HOME SERVICE. There is a nominal service-fee charge (which may be changed based on inflation) after two years following installation.  
 OTHER: All Discounts Applied

Make sure shutters are correct size, to fit top and bottom of window trim. Leave detail molding, work around detail.

<b>BUYER'S RIGHT TO CANCEL</b> BUYER MAY CANCEL THIS CONTRACT BY DELIVERING WRITTEN NOTICE TO THE SELLER AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. BUYER MAY USE THIS CONTRACT AS THAT NOTICE BY WRITING "I HEREBY CANCEL" AT THE BOTTOM AND ADDING BUYER'S NAME AND ADDRESS. THE NOTICE MUST BE DELIVERED TO THE SELLER AT THE ADDRESS SHOWN ABOVE.	Total Investment	\$ <u>55,354.00</u>
	Down Payment (Method: _____)	\$ <u>0</u>
	Balance	\$ _____
	Substantial Payment	\$ _____
	FINAL Balance Due upon completed installation	\$ <u>55,354.00</u>

Method:  Finance Plan # 1000  Cash, Check or Charge

All material is guaranteed to be as specified. All work is to be completed in a workmanlike manner according to standard practices. Customer agrees that Champion may terminate or rescind this contract, in whole or in part, with the return of any payments collected up to the start of installation. Champion shall not be held responsible for time and material delays, strikes, acts of God or any other matters beyond its control. Champion shall not be liable for any pre-existing conditions or damages, or hidden site conditions that are discovered during installation. Owner agrees that the equity in this property is security for this contract. This contract calls for custom made to order goods. Customer may cancel this contract at any time following the three (3) day right of rescission period, subject to the customer's agreement and obligation to pay a cancellation fee. Champion will charge and customer will pay five (5) percent of the total contract price (up to \$1,000) as a cancellation fee if the customer cancels prior to the project Re-Measure Day. Customer will pay thirty (30) percent of the total contract price if the customer cancels after the project Re-Measure Day but prior to the installation start date. Once installation of the project begins, the full contract price shall be due and payable and any such amounts paid shall be non-refundable. Re-Measure Day is the date on which a Champion technician performs all final project measurements. In the event of default payment causing Champion to place this matter in the hands of an attorney for collection, buyer agrees to pay all costs of collection, including a reasonable attorney's fee. Start installation approximately 10-12 weeks from contract date or the date on which Champion obtains all HSA permissions, permits, final change orders, and other contingencies necessary to complete the project. Verbal promises can cause misunderstandings, therefore this contract and the accompanying limited warranty constitutes the entire understanding of the parties. No other understanding, collateral, verbal or otherwise, shall be binding. Champion to remove and haul away all job related debris. All sales and discounts allotted. All charges included above.

THIS CONTRACT IS SUBJECT TO ARBITRATION PURSUANT TO S.C. CODE ANN. 15-48-10 et seq 5-8-18

Brenda C Evans BUYER'S SIGNATURE 5-7-18 CONTRACT DATE  
Brenda C Evans PRINT BUYER'S NAME [Signature] CHAMPION REPRESENTATIVE SIGNATURE

ELECTRONICALLY FILED - 2019 Dec 16 3:12 PM - RICHLAND - COMMON PLEAS - CASE#2019CP4006996



Champion Window Company of Columbia, LLC  
 8 Fernandina Court • Columbia, SC 29212  
 803-761-7767 • 803-229-1853 • F 803-761-7680  
 GetChampion.com

**FOUNDERS SERIES  
 WINDOW & PATIO DOOR CONTRACT**

To: Kath Evans E-Mail \_\_\_\_\_  
 Address: 10 Harbour Cir. Home Phone: 417-8539 Cell/Other \_\_\_\_\_  
 City: Cam. State: SC Zip: 29210 Factory Rep: MATC Estimate Date: 5-7-18

CHAMPION WINDOW COMPANY OF COLUMBIA, LLC (CHAMPION) AGREES TO MEASURE, MANUFACTURE OR FURNISH AND INSTALL THE FOLLOWING CUSTOM MADE WINDOWS FOR THE AMOUNT STIPULATED BELOW:

WINDOWS INCLUDE DOUBLE-PANE G-1, ARGON ENHANCED GLASS AND FUSION-WELDED CORNERS				PATIO DOORS FEATURE DOUBLE-PANE G-1, ARGON ENHANCED GLASS AND RE-ENFORCED VINYL FRAMES WITH FUSION-WELDED CORNERS.			
QUANTITY		Window Color W White J Tan	Window Style	Interior/Exterior Door and Hardware Color C White T Tan (No key lock available)		QUANTITY	
WITHOUT COLORED GLASS	WITH COLORED GLASS			WITHOUT SCREENS	WITH COLORED GLASS		
	6		DOUBLE HUNG J Half Screen Qty. <u>6</u> J Full Screen Qty. _____				
			GRILL (DOUBLE HUNG) J Half Screen Qty. _____ J Full Screen Qty. _____				
			DOUBLE SLIDER J Half Screen Qty. _____ J Full Screen Qty. _____				
			PICTURE WINDOW (NO SCREEN)				
			SLIDE SLIDER WINDOW (TWO SCREENS) Lites: J Equal J Unequal				
			HOPPER TILT BASEMENT WINDOW (FULL SCREEN)				
SHAPED WINDOWS (NOT FAN FINISHED) (EXCEPT OPDS UNAVAILABLE)							
		J HALF ROUND Qty. _____	J EYEBROW Qty. _____	J TRAP Qty. _____	J OTHER (Draw in Box)		
PVC Coil Trim C Yes J No	Tempered Glass J Yes J No	Obscure Glass J Yes J No		TOTAL NUMBER OF PATIO DOORS: _____			
Color: <u>White</u>	Location: _____	Location: _____		TOTAL NUMBER OF WINDOWS ON ORDER: <u>6</u>			

Unless otherwise stated, customer is responsible for removing & replacing all window coverings, moving furniture, disconnecting & reconnecting alarm systems & sensors, and washing up paint or stain as needed.

J Customer agrees to allow Champion to display a yard sign until 30 days after completion.  BUYER'S INITIALS \_\_\_\_\_

HOA Approval Needed  YES  NO  
 Buyer shall obtain all necessary approvals, and authorizations from HOA or local authorities.  BUYER'S INITIALS \_\_\_\_\_

Was home built prior to 1978?  YES  NO  
 The undersigned agrees to the terms and conditions of the Champion "Local Sale Work Practices" and "Local Acknowledgment" if documentation demonstrates the home was built prior to 1978.  BUYER'S INITIALS \_\_\_\_\_

**TWO YEARS FREE IN HOME SERVICE.** There is a nominal \$99 service-trip charge (which may be changed based on inflation) after two years following installation.

OTHER: wants new construction windows, with mail boxes.

See survey contract for pricing

<b>BUYER'S RIGHT TO CANCEL</b> BUYER MAY CANCEL THIS CONTRACT BY DELIVERING WRITTEN NOTICE TO THE SELLER AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. BUYER MAY USE THIS CONTRACT AS THAT NOTICE BY WRITING "I HEREBY CANCEL" AT THE BOTTOM AND ADDING BUYER'S NAME AND ADDRESS. THE NOTICE MUST BE DELIVERED TO THE SELLER AT THE ADDRESS SHOWN ABOVE.	Total Investment	\$ _____
	Down Payment (Method _____)	\$ _____
	Balance	\$ _____
	Substantial Payment	\$ _____
	FINAL Balance Due upon completed installation	\$ _____
Method: <input type="checkbox"/> Finance Plan # _____ <input checked="" type="checkbox"/> Cash, Check or Charge		

All material is guaranteed to be as specified. All work is to be completed in a workmanlike manner according to standard practices. Customer agrees that Champion may terminate or rescind this contract, in whole or in part, with the return of any payments collected up to the start of installation. Champion shall not be held responsible for time and material delays, strikes, acts of God or any other matters beyond its control. Champion shall not be liable for any pre-existing conditions or damages, or hidden site conditions that are discovered during installation. Owner agrees that the equity in this property is security for this contract. This contract calls for custom made to order goods. Customer may cancel this contract at any time following the three (3) day right of rescission period, subject to the customer's agreement and obligation to pay a cancellation fee. Champion will charge and customer will pay five (5) percent of the total contract price (up to \$1,000) as a cancellation fee if the customer cancels prior to the project Re-Measure Day. Customer will pay thirty (30) percent of the total contract price if the customer cancels after the project Re-Measure Day but prior to the installation start date. Once installation of the project begins, the full contract price shall be due and payable and any such amounts paid shall be non-refundable. Re-Measure Day is the date on which a Champion technician performs all final project measurements. In the event of default payment causing Champion to place this matter in the hands of an attorney for collection, buyer agrees to pay all costs of collection, including a reasonable attorney's fee. Start installation approximately 10-12 weeks from contract date or the date on which Champion obtains all HOA permissions, permits, final change orders, and other contingencies necessary to complete the project. Verbal promises can cause misunderstandings, therefore this contract and the accompanying limited warranty constitute the entire understanding of the parties. No other understanding, collateral, verbal or otherwise, shall be binding. Champion to remove and haul away all job related debris. All sales and discounts allotted. All charges included above.

THIS CONTRACT IS SUBJECT TO ARBITRATION PURSUANT TO S.C. CODE ANN. 15-48-10 et seq 5-8-18

Kath Evans BUYER'S SIGNATURE 5-7-18 CONTRACT DATE  
Trenda Evans PRINT BUYER'S NAME MATC CHAMPION REPRESENTATIVE SIGNATURE

ELECTRONICALLY FILED - 2019 Dec 16 3:12 PM - RICHLAND - COMMON PLEAS - CASE#2019CP4006996



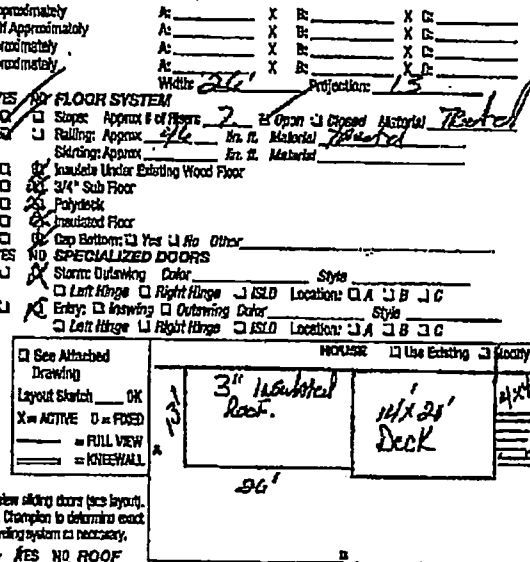
Champion Window Company of Columbia, LLC  
 8 Ferdinand Court • Columbia, SC 29212  
 803-781-7767 • 803-228-1953 • F 803-781-7880  
 BcChampion.com

SUNROOM CONTRACT

To: Kate Evans E-Mail \_\_\_\_\_  
 Address: 10 Harbour Cir Home Phone \_\_\_\_\_ Cell/Other: 447-8533  
 City: Cola State: SC Zip: 29710 Factory Rep: WAT C Estimate Date: 5-7-18

CHAMPION WINDOW COMPANY OF COLUMBIA, LLC (CHAMPION) AGREES TO MEASURE, MANUFACTURE OR FINISH AND INSTALL THE FOLLOWING CUSTOM MADE PRODUCTS FOR THE AMOUNT ESTABLISHED BELOW:

- All-Season Vinyl Sunroom From Nominal 6" Components With Outside Dimensions Of Approximately \_\_\_\_\_
  - 3 Season Aluminum Sunroom From Nominal 4" Components With Outside Dimensions Of Approximately \_\_\_\_\_
  - Covered Screen Room From Nominal 4" Components With Outside Dimensions Of Approximately \_\_\_\_\_
  - Aluminum Screen Room From Nominal 2" Components With Outside Dimensions Of Approximately \_\_\_\_\_
  - Roof Only Patio Cover With Dimensions Of Approximately \_\_\_\_\_
- YES  NO  FLOOR SYSTEM
- On Customer's Existing Concrete Slab  Slab  Deck  Roof  Rafters  Screen  Walk
  - Tear Out Existing:  Slab  Deck  Roof  Rafters  Screen  Walk
  - Other: \_\_\_\_\_
  - Footings For Existing Slab
  - Pour New Concrete Slab With Footings Approx \_\_\_\_\_
  - Pour New Open Concrete Slab Without Footings Approx \_\_\_\_\_
  - Floor Deck Approx \_\_\_\_\_
  - Open Deck Approx \_\_\_\_\_
- YES  NO  WALLS
- Under Customer's Existing Roof
  - Wall Color:  White  Tan  Bronze
  - Leave existing siding on back wall
  - 3/16" Triple Strength Non-Insulated Glass
  - Double Pane Insulated Champion GI Glass
  - Argon Gas Filled L.L. Units (All Season Room Only)
  - Fixed Glass Knee Walls Location:  A  B  C
  - Knee Wall w/Aluminum Siding:  White  Tan  Bronze
  - Knee Wall w/Vinyl Siding:  White  Tan
  - Build Up  Build Down Location:  A  B  C
  - Fixed Transom Glass Location:  A  B  C
  - Cap Existing Posts
  - Key Lock
- YES  NO  SPECIALIZED DOORS
- Storm Outswing Color \_\_\_\_\_ Style \_\_\_\_\_
  - Left Hinge  Right Hinge  ISLD Locations:  A  B  C
  - Entry:  Inswing  Outswing Color \_\_\_\_\_ Style \_\_\_\_\_
  - Left Hinge  Right Hinge  ISLD Location:  A  B  C
- See Attached Drawing
- Layout Sketch:  OK
- X=ACTIVE O=FIXED
- = FILL VIEW
- = KNEEWALL



All Champion Sunroom wall systems consist of a series of adding windows on top of latex seals under full view sliding doors (see layout). Windows and doors include locking system, synch lock interlocks, stainless steel wheels and sliding screens. Champion to determine exact size of unit at final field measure. Glass is tempered as required by code, and all units include built-out and leveling system as necessary.

- YES  NO  ROOF
- Studio Roof System Color:  White  Tan  Bronze
  - Gable Roof System Color:  White  Tan  4" 6"
  - Fixed Glass:  Gable Glass  Wing Glass  Number Of Pieces \_\_\_\_\_
  - Gable Tie-In (includes Framing Stungles and Saddle Fit)
- YES  NO  ROOF
- 6" S' Sutter and 3" Down Spout to grade
  - Shingles (To Match As Close As Possible)
  - Skylights:  Vented  Non-Vented Qty \_\_\_\_\_
  - Interior Vinyl Ceiling Bead board style \_\_\_\_\_

Champion's roof system is a nominal 4" or 6" expanded polystyrene insulated foam panels with an embossed laminated aluminum skin and thermally broken I-Beams. Interior Roof Slopes to Approx \_\_\_\_\_ ft. Attaches to House:  Wall Mount  Gable Tie-In  Dormer Tie-In  Fascia Board Approx Mounting Height: \_\_\_\_\_ ft.

Custom glass to be in place Approx \_\_\_\_\_ days after structure completed. Cut Back Overhang:  Yes  No

- YES  NO  OTHER
- Heat/Cool Unit: \_\_\_\_\_
  - Carpet: \_\_\_\_\_ Color \_\_\_\_\_  Cut to Fit Loose Laid  Stka Down
  - Blinds: Color \_\_\_\_\_ Style \_\_\_\_\_ Height \_\_\_\_\_ Location:  A  B  C
  - Code Compliant Electrical Packaging:  Wall Sockets: \_\_\_\_\_  Mid Switch(es): \_\_\_\_\_
  - Hook Ups of Customer Provided Ceiling Fan (With Wire Mold):  \_\_\_\_\_
  - Additional Devices: \_\_\_\_\_
  - Exterior Work: \_\_\_\_\_

Unless otherwise stated, customer is responsible for removing and replacing all window coverings, moving furniture, disconnecting and reconnecting alarm systems & sensors, and touching up paint or stain as needed. Customer is responsible for providing light at the completion of sunroom structure.

Customer agrees to allow Champion to display a yard sign 30 days after completion.  YES  NO

Buyer's Initials: Kate Evans

Two Years Free In Home Service: There is a local \$99 service-fee charge (which may be changed based on inflation) after two years following installation.

OTHER: POUR CONCRETE IN EXISTING BACK KNEE WALL 12x24. Studio ROOF WITH 4 Post AND BEAM.

See SIGNED CONTRACT FOR PRICING

<b>BUYER'S RIGHT TO CANCEL</b> BUYER MAY CANCEL THIS CONTRACT BY DELIVERING WRITTEN NOTICE TO THE SELLER AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. BUYER MAY USE THIS CONTRACT AS THAT NOTICE BY WRITING "I HEREBY CANCEL" AT THE BOTTOM AND ADDING BUYER'S NAME AND ADDRESS. THE NOTICE MUST BE DELIVERED TO THE SELLER AT THE ADDRESS SHOWN ABOVE.	Total Investment	\$ _____
	Down Payment (Method _____)	\$ _____
	Balance	\$ _____
	Substantial Payment	\$ _____
	FINAL Balance Due upon completed installation	\$ _____
Method: <input type="checkbox"/> Finance Plan # _____ <input type="checkbox"/> Cash, Check or Charge		

All material is guaranteed to be as specified. All work is to be completed in a workmanlike manner according to standard practices. Customer agrees that Champion may terminate or rescind this contract, in whole or in part, with the return of any payments collected up to the start of installation. Champion shall not be held responsible for time and material delays, strikes, acts of God or any other matters beyond its control. Champion shall not be liable for any pre-existing conditions or damages, or hidden site conditions that are discovered during installation. Owner agrees that the equity in this property is security for this contract. This contract calls for custom made to order goods. Customer may cancel this contract at any time following the three (3) day right of rescission period, subject to five customer's agreement and obligation to pay a cancellation fee. Champion will charge and Customer will pay five (5) percent of the total contract price (up to \$1,000) as a cancellation fee if the Customer cancels prior to the project Re-Measure Day. Customer will pay thirty (30) percent of the total contract price if the Customer cancels after the project Re-Measure Day but prior to the installation start date. Once installation of the project begins, the full contract price shall be due and payable and any such amounts paid shall be non-refundable. Re-Measure Day is the date on which a Champion technician performs all final project measurements. In the event of default payment causing Champion to place this matter in the hands of an attorney for collection, buyer agrees to pay all costs of collection, including a reasonable attorney's fee. Start installation approximately \_\_\_\_\_ weeks from contract date or the date on which Champion obtains all HOA permissions, permits, final change orders, and other contingencies necessary to complete the project. Verbal promises can cause misunderstandings, therefore this contract and the accompanying limited warranty constitutes the entire understanding of the parties. No other understanding, collateral, verbal or otherwise, shall be binding. Champion to remove and haul away all job related debris. All sales and discounts allowed. All charges included above.

THIS CONTRACT IS SUBJECT TO ARBITRATION PURSUANT TO S.C. CODE ANN. 15-48-10 et seq

Buyer's Signature: Kate Evans CONTRACT DATE: 5-7-18  
 Print Buyer's Name: Kate Evans Champion Representative Signature: [Signature]

ELECTRONICALLY FILED - 2019 Dec 16 3:12 PM - RICHLAND - COMMON PLEAS - CASE#2019CP4006996

IN THE STATE OF SOUTH CAROLINA  
In the Court of Appeals

APPEAL FROM RICHLAND COUNTY  
CIRCUIT COURT

L. Casey Manning, Circuit Court Judge

Appellate Case No.: 2022-001755

**RECEIVED**

JUN 05 2023

SC Court of Appeals

Champion Window Company of Columbia, SC,.....Respondents,

v.

Keith B. Evans and Brenda C. Evans,.....Appellants.

**CERTIFICATE OF COUNSEL**

The undersigned hereby certifies that this Record on Appeal, submitted with the consent of all attorneys of record pursuant to Rule 212(b), SCACR, contains all materials proposed to be included by any of the parties and not any other material.

**GOODWYN LAW FIRM, LLC**



T. Jeff Goodwyn, Jr.

2309 Devine Street

Columbia, SC 29205

(803) 251-4517

[igoodwyn@goodwynlaw.com](mailto:igoodwyn@goodwynlaw.com)

*Attorney for Appellants*

Columbia, South Carolina  
June 5, 2023