

IN THE STATE OF SOUTH CAROLINA
In the Court of Appeals

RECEIVED

APPEAL FROM LEXINGTON COUNTY
Court of Common Pleas

JUN 24 2021

SC Court of Appeals

The Honorable Clifton Newman, The Honorable Walton J. McLeod, IV
Lexington County

Trial Court Case No.: 2017CP3202204

ARM Quality Builders LLC d/b/a, ARM Quality Builders..... Appellant.

v.

Joseph A. Golson and Lycia B. Golson and Branch Banking and Trust Company.. Respondents.

AND

Joseph A. Golson and Lycia B. Golson.....Third-Party Respondents.

v.

Ahmad Mazloom..... Third-Party Appellant.

Appellate Case No. 2020-001406

RECORD ON APPEAL VOLUME I

DAVIS | FRAWLEY, LLC
140 East Main Street, P.O. Box 489
Lexington, South Carolina 29071
(803) 359-2512

BY: /s/ James Randall Davis

James Randall Davis, SC Bar No. 1580

ATTORNEYS FOR APPELLANT

AND THIRD-PARTY APPELLANT

Lexington, South Carolina
June 24, 2021

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STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF LEXINGTON	)	Civil Action No.: 2017-CP-32-02204
	)	
ARM Quality Builders LLC d/b/a ARM	)	
Quality Builders,	)	
	)	ORDER GRANTING MOTION TO
Plaintiff,	)	COMPEL
	)	
v.	)	
	)	
Joseph A. Golson and Lycia B. Golson,	)	
Branch Banking and Trust Company,	)	
	)	
Defendants.	)	

This case came before this Court on May 8, 2018 for a hearing on Defendants' motion to compel production of certain documents responsive to Defendants' Second Set of Requests for Production, which were served upon Plaintiff on January 2, 2018. Plaintiff has entered suit against the defendants for breach of contract and foreclosure of a mechanics' lien in connection with the construction of Defendants Joseph Golson and Lycia Golson's home ("the Project"). Defendants counterclaimed for breach of contract, negligent misrepresentation and fraud. The allegations of the parties' pleadings are incorporated herein by reference.

DISCUSSION

In considering Defendants' discovery motion, this Court is given broad discretion. *See Evening Post Pub Co. v. Berkeley School District*, 392 S.C. 76, 708 S.E.2d 745 (2011). Indeed, the scope of discovery in South Carolina is very broad. *Samples v. Mitchell*, 329 S.C. 105, 495 S.E.2d 213 (Ct. App. 1997). The rights of discovery provided by the rules gives the trial lawyer the means to prepare for trial, and when these rights are not accorded, prejudice must be presumed. *Id.* at 114. The entire thrust of the discovery rules is to allow full and fair disclosure. *Id.* at 113.

Defendants seek an order compelling discovery of the following:

I. Defendants' Request for Production No. 1 seeks a copy of Plaintiff's complete state and federal tax returns for 2016.

II. Defendants' Request for Production No. 2 seeks all Master Card credit card statements for the years 2016 and 2017 for the Master Card(s) ending in 0499 and 6927.

III. Defendants' Request for Production No. 3 seeks all credit card statements for the years 2016 and 2017 for any other credit cards used to pay any vendors, subcontractors or any other person or entity for labor, material, supplies and/or services relating to the Project.

IV. Defendants' Request for Production No. 4 seeks all credit card receipts and credit card statements evidencing payment for labor, material, supplies and/or services supplied to the Project for the following subcontractors/suppliers:

- a. BMC;
- b. Winsupply;
- c. Stier;
- d. SCE&G
- e. Bilt Rite Garage Doors;
- f. Columbia Shelving & Mirror, Inc.
- g. Barnhill Services, Inc.
- h. GTG; and
- i. Cayce Exterminating

Prior to the hearing, the parties resolved their discovery dispute regarding Requests to Produce Nos. 2, 3, and 4. Plaintiff agreed to produce the full and complete credit card statements responsive to Requests to Produce Nos. 2, 3, and 4 within 30 days of the hearing pursuant to a mutually agreeable confidentiality order. The parties also agreed to resolve an ancillary discovery matter relating to Plaintiff's objection to Defendants' subpoena to First Citizens Bank as relating to the subpoena dated October 25, 2017 which stated:

- 1) Copies of all bank statement and copies of all checks drawn from any account(s) held by Ahmad Mazloom from January 1, 2016 to March 1, 2017.
- 2) Copies of all checks deposited into any account(s) held by Ahmad Mazloom from January 1, 2016 to March 1, 2017.

Counsel for Plaintiff agreed and confirmed on the Record that Plaintiff withdraws its objection to the Subpoena on the condition that Mazloom's personal bank records will likewise be subject to the confidentiality order. The parties' agreement was memorialized on the Record and is incorporated herein.

The remaining issue before the court relates to Plaintiff's objection to Defendants' Request for Production No. 1 for Plaintiff's federal and state tax returns. As a threshold matter, the information and documents sought by Defendants are relevant to the subject matter of this action and are, therefore, discoverable. Nothing herein shall be deemed a determination of admissibility as evidence.

Plaintiff disputed that it is required to produce its tax returns. Plaintiff argued that it would not be required under South Carolina law to provide information sought under Defendants' Request to Produce and Request to Produce No. 1 because it is confidential in nature, cumulative and duplicative of the information provided in response to Defendants' subpoenas to numerous subcontractors and Defendants' prior discovery requests to Plaintiff.

Defendants acknowledged that several subpoenas for invoices, receipts and other project records were issued to subcontractors, but Defendants deny the tax returns are duplicative or cumulative. The Project concluded many months before the issuance of the subpoenas, and many subcontractors failed to maintain records responsive to the subpoenas. Furthermore, Defendants argued some of the subpoena responses appear to contradict several project invoices and other records produced by Plaintiff, which is partly the basis for the counterclaims. Defendants pointed out that Plaintiff represented in response to Defendants' First Set of Interrogatories that the Golsons' project was its only project in the past (3) calendar years, yet several witnesses testified regarding additional projects Plaintiff worked on during that time. Defendants argued these facts

are relevant because Defendants claim Plaintiff unlawfully charged Defendants for labor and materials that were incorporated into other projects.

Defendants contend the tax returns are necessary to prepare its defense to Plaintiff's mechanic's lien and breach of contract action as well as to adequately prosecute their counterclaims. Defendants argued the tax returns are discoverable and could provide insight into a number of relevant matters, including but not limited to, the number of projects Plaintiff was involved in, how much money each project cost and how much income it made.

THEREFORE, after consideration of the submissions by counsel and arguments made during the hearing this Court grants Defendants' motion to compel as set forth below:

1. Defendants' Request for Production No. 1: Plaintiff is ordered to provide unredacted copies of the requested tax returns, including all schedules thereto, on or before Friday, June 8, 2018. The tax returns are subject to a mutually agreed upon confidentiality order between the parties.

2. Defendants' Request for Production Nos. 2, 3, and 4, which seek the full and complete Master Card credit card statements for the years 2016 and 2017 for the Master Card(s) ending in 0499 and 6927 and for any other credit card used to pay the subcontractors enumerated therein or any subcontractor on the Project, Plaintiff is ordered to produce those records in accordance with the parties' agreement on or before Friday, June 8, 2018. Documents responsive to Request for Production Nos. 2, 3, and 4 are subject to a mutually agreed upon confidentiality order between the parties.

3. All records relating to any personal bank accounts maintained by Ahmad Mazloom and produced by First Citizens Bank in response to Defendants' subpoena are discoverable and

shall be subject to a mutually agreed upon confidentiality order between the parties as relating to the subpoena dated October 25, 2017 which stated:

- (a) Copies of all bank statement and copies of all checks drawn from any account(s) held by Ahmad Mazloom from January 1, 2016 to March 1, 2017.
- (b) Copies of all checks deposited into any account(s) held by Ahmad Mazloom from January 1, 2016 to March 1, 2017.

4. To comply with this Order, Plaintiff and Defendants agree to electronically file a mutually agreed upon proposed confidentiality order on or before May 28, 2018. If the parties are unable to agree to the terms of a proposed confidentiality order, the parties shall notify the court of their objections and submit separate proposed confidentiality orders by June 1, 2018. The court will enter its own order resolving the objections of the parties.

IT IS SO ORDERED.

The Honorable Jocelyn Newman
Presiding Judge, Eleventh Judicial Circuit

Lexington, South Carolina
_____, 2018



Lexington Common Pleas

Case Caption: ARM Quality Builders LLC , plaintiff, et al VS Joseph A Golson
Case Number: 2017CP3202204
Type: Order/Compel

So Ordered

Jocelyn Newman

Electronically signed on 2018-05-18 11:28:12 page 6 of 6

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 Defendants' Trial Exhibit 25

Joint Exhibit 1
 Joint Exhibit 2
 Joint Exhibit 3
 Joint Exhibit 4

Deposition of Joseph Golson
 2017 Lexington County Tax Bill for Defendants

E-MAILS

E-mail from Wade Mullins to Rady Davis, April 1, 2017
 E-mail from Nicole Price to Wade Mullins, April 7, 2017 at 10:31 AM
 Letter from Randy Davis to Wade Mullins enclosing copies of checks
 and invoices dated April 17, 2017
 E-mail from Randy Davis to Wade Mullins, April 27, 2017 (checking on status)
 E-mail from Nicole Price to Wade Mullins, May 15, 2017 at 12:26 PM
 E-mail to Judge Newman from Randy Davis regarding Defendants' Proposed
 Order dated October 9, 2019

Certificate of Counsel.....

FORM 4

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2017CP3202204

ARM Quality Builders LLC et al
PLAINTIFF(S)

Joseph A Golson et al
DEFENDANT(S)

DISPOSITION TYPE (CHECK ONE)

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

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

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

Plaintiff's Motion to Alter and/or Amend Answer is granted.

ORDER INFORMATION

This order ☐ ends ☒ does not end the case.

☐ See Page 2 for additional information.

For Clerk of Court Office Use Only

This judgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp, and a copy mailed first class to any party not proceeding in the Electronic Filing System on 07/03/2018 .

Branch Banking and Trust Company LLC
ARM Quality Builders

NAMES OF TRADITIONAL FILERS SERVED BY MAIL

Court Reporter:

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



Lexington Common Pleas

Case Caption: ARM Quality Builders LLC , plaintiff, et al VS Joseph A Golson

Case Number: 2017CP3202204

Type: Order/Electronic Form 4

So Ordered

s/Alex Kinlaw, Jr., #2763

Electronically signed on 2018-07-03 17:50:57 page 3 of 3

Nicole Price

From: Nicole Price
Sent: Friday, September 21, 2018 4:43 PM
To: Newman, Clifton Law Clerk (Kelly Reid); Newman, Clifton
Cc: Wade Mullins; Caitlin Heyward
Subject: RE: ARM Quality Builders, LLC, et al v. Golson; Case No.: 2017CP3202204
Attachments: Proposed Order on Motion to Dismiss (00157489xCA9B5).doc; Reference Material for Proposed Order (00157532xCA9B5).pdf

Judge Newman,

Attached please find the proposed Order on Motion to Dismiss by Defendant Golson and the material which is referenced in the proposed Order. I have also electronically filed the proposed Order. Thank you for your consideration in regards to this matter.

Yours very truly,

James Randall Davis

Davis|Frawley
ATTORNEYS AT LAW

Post Office Box 489 (29071)
140 East Main Street (29072)
Lexington, South Carolina
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Fax: (803) 359-7478
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This electronic communication (including attachments) may contain attorney privileged and confidential information intended only for the use of the named recipient. If you are not the intended recipient, you are prohibited from disseminating, distributing or copying this communication. If you have received this communication in error, please immediately notify us by return message or by telephone at 803.359.2512 and delete this communication from your system. Thank you.

From: Caitlin Heyward [<mailto:cheyward@brunerpowell.com>]
Sent: Friday, September 21, 2018 2:45 PM
To: Newman, Clifton Law Clerk (Kelly Reid); Nicole Price; Newman, Clifton
Cc: Wade Mullins; Randy Davis; Leigh Dominick
Subject: Re: ARM Quality Builders, LLC, et al v. Golson; Case No.: 2017CP3202204

Judge Newman,

Attached please find Defendants' Proposed Order. To ensure Mr. Davis has an appropriate opportunity to respond, I am both e-filing and circulating the order via email because our e-filing system will not allow opposing parties to view proposed orders.

STATE OF SOUTH CAROLINA)
COUNTY OF LEXINGTON)
ARM Quality Builders LLC d/b/a)
ARM Quality Builders,)
Plaintiff,)
- vs-)
Joseph A. Golson and Lycia B. Golson, and)
Branch Banking and Trust Company, LLC)
Defendants.)

Joseph A. Golson and Lycia B. Golson,)
Third-Party Plaintiffs,)
- vs-)
Ahmad Mazloom,)
Third-Party Defendant.)

IN THE COURT OF COMMON PLEAS
FOR THE ELEVENTH JUDICIAL CIRCUIT

Civil Action No.: 2017-CP-32-02204

**ORDER ON MOTION TO DISMISS
BY DEFEDANTS GOLSON**

This matter came before the Court on September 10, 2018 on the Defendants' Motion to Dismiss/Dissolve Plaintiff's Mechanic's Lien against Defendants' residence located at 207 Libby Ariail Lane, Chapin, SC which is located in Lexington County. James Randall Davis, Esquire represents the Plaintiff and Third-Party Defendant and Caitlin C. Heyward, Esquire and Wade E. Mullins, Esquire represent the Defendants Golson and Third-Party Plaintiffs.

The Notice of Mechanic's lien was filed by the Plaintiff on May 11, 2018 in the Lexington County Register of Deeds Office in Book 19199 at Pages 295-300. The Defendants' Motion stated three (3) grounds for the Defendants' Motion: (1) the lien claimant ARM Quality Builders LLC the property owners, Defendants Joseph A. Golson and Lycia B. Golson, as evidenced by the affidavit of non-service included on the last page of Exhibit A, (2) there is no money owed to ARM Quality Builders LLC and (3) ARM Quality Builders cannot satisfy the

statutory requirement necessary for asserting and claiming a lien within the parameters of *S.C. Code* § 29-5-10. At the Hearing on said date, the Defendants relied upon this Notice of Mechanic's Lien as well as *S.C. Code Ann.* §29-5-90 supporting their Motion to Dismiss/Dissolve. Said Notice of Mechanic's Lien was attached as an exhibit to Defendants' Notice of Motion and Motion to Dismiss.

Plaintiff filed a Brief, with accompanying documents, in response to Defendants' supporting material. Documents submitted by the Plaintiff included the following: (1) Notice of Mechanic's Lien which has been referenced above along with Verification signed by the owner of the Plaintiff company, Amhad Mazloom, indicating that the document attached to the Verification showed a balance of money owed to the Plaintiff in the amount \$55,085.52, dated February 11, 2017; (2) Notice of Mechanic's Lien was the legal description for the Defendants' property which has a property address of 207 Libby Ariail Lane, Chapin, SC; (3) an Affidavit of Non-Service dated May 11, 2017 signed by a Brian Setree, a process server, indicating that an attempted service of the Notice of Certificate of Mechanic's Lien, Exhibits A and B, on the Defendants, on May 11, 2017, but was unsuccessful due to the residence being unoccupied; (4) an Affidavit from the same process server indicating that he had attempted serve on the Defendants at their home place on two different occasions and on the last occasion, May 9, 2017, he had posted the Notice of Mechanic's Lien and ancillary documents on the front door of the house by taping the items to the door; (5) an invoice from Winsupply to ARM Quality Builders dated February 16, 2017 for material shipped to the Defendants' residence totaling \$1,069.15. This invoice was included in the initial discovery in the case that was sent to Defendants' counsel as part of discovery requests. There were other Winsupply invoices having different dates (August 12, 2016; August 22, 2016; December 8, 2016; December 16, 2016; December 21, 2016; December 22, 2016; December 23, 2016; January 6, 2017; January 10, 2017; and February

16, 2017) on them and the particular invoice that was provided at the hearing indicated this was shipped to the Chapin address which is the town of the Defendants' residence; (6) pages of the deposition of the Defendant, Joseph A. Golson were provided which indicates that Mr. Golson had testified in his deposition that he and his wife had moved into the residence in January 2017 and that address was their residence and that they had claimed this property as their legal residence for tax purposes with the County of Lexington and a Certificate of Occupancy had been issued for them to move into the house in January 2017; (7) the legal residence document from Lexington County for the Defendants' house for the year 2017; (8) documentation that on May 15, 2017, copies of the Notice of Mechanic's Lien document and accompanying documentation was sent to counsel for the Defendants which counsel had been retained by the Defendants on this specific issue; and (9) counsel for Plaintiff made reference to South Carolina Rules of Civil Procedure, Section 5(a) and 5(b)(1), which indicates that "Notices" can be served on the parties or, if they have attorneys, on their attorneys.

Subsequent to the hearing, on September 13, 2018, the Court asked to see the discovery that connected the above mentioned Winsupply invoice in regards to this project and that information was provided to the Court. These invoices denote Chapin, SC as the shipping point.

Challenges to service of process must be based on Rules or Statutes. *New Hampshire Ins. Co. v. Bey Corp.*, 312 S.C. 47, 435 S.E.2d 377 (Ct. App. 1993); *Roche v. Young Bros.*, 313 S.C. 356, 437 S.E.2d 560 (Ct. App. 1993), *rev'd* 318 S.C. 207 S.C. 456 S.E.2d 897 (1995). Any objection on these rules should specify why the rule was not satisfied. *Unisun Ins. Co. v. Hawkins*, 342 S.C. 537, 537 S.E.2d 559 (Ct. App. 2000). The defense of insufficient service of process is waived if not asserted pursuant to Rule 12. No Rule 12(b)(4) Motion was filed in this matter.

For the reasons stated hereafter, the Court denies the Defendants' Motion to Dismiss. Pursuant to S.C. Code §29-5-120(A), "Unless a suit for enforcing the lien is commenced and notice of pendency of the action is filed within six months after the person desiring to avail himself of it ceases to labor on or furnish labor or material for the building or structure, the lien must be dissolved." Therefore, proper notice is required before a party may proceed in enforcing a lien. Additionally, S.C. Code §29-5-90 states, "Such a lien shall be dissolved unless the person desiring to avail himself thereof, within ninety days after he ceases to labor on or furnish labor or materials for such building or structure, *serves upon the owner...*" (Emphasis added). According to South Carolina Rules of Civil Procedure, Section 5(a) and 5(b)(1), the Plaintiff had the option to properly serve the Defendants by having service made upon the Defendant's attorneys or the Defendants themselves "by delivering a copy to him or by mailing it to him at his last known address or, if no address is known, by leaving it with the clerk of court."

The Plaintiff has satisfied proper service. The attorneys for the Defendants were retained by the Defendants prior to the filing of the Notice of Mechanic's Lien, as indicated by the attached documents, including a letter of representation from the Defendant Golson's counsel (see attached email dated April 1, 2017), follow-up letters and e-mails indicating discussion (see attached e-mail dated April 7, 2017 and e-mail dated April 27, 2017) and notification to Defendant Golson's counsel that we would have to file a Notice of Mechanic's Lien (see attached letter dated April 17, 2017) and that the Notice of Mechanic's Lien was sent to the Defendant Golson's counsel on May 15, 2017 (see attached e-mail dated May 15, 2017, with attachments). Accordingly, by e-mailing the Notice of Mechanic's Lien onto Defendants' attorneys, the Plaintiff has properly served the Defendants.

In addition to serving the Defendants' counsel, the Plaintiff attempted on two different occasions to serve the Defendants through a process server, but found that the Defendants were

not home (see attached Affidavit of Non-Service and Affidavit of Process Server). The Plaintiff's process server posted the Notice of Mechanic's Lien on the Defendants Golson's front door of their house. Defendant Joseph Golson testified that he and his family had moved into the house in January 2017 and the Certificate of Occupancy on the house had been issued for them to live in the house and they had claimed their four (4%) percent legal residence on the houses with the County of Lexington Assessor's Office (see pages 33 and 34 of the Deposition of Joseph A. Golson and attached County of Lexington 2017 Tax Bill for the property). The Defendants had no other address and the Plaintiff's conduct of having a process server personally deliver the Notice of Mechanic's Lien was a safer means of serving rather than mailing it to the Defendants last known address. SCRCP 6(b)(1) allows proper service to be completed by "leaving it at his office with his clerk or other person in charge thereof; or, if there be no one in charge, *leaving it in a conspicuous place therein...*" (Emphasis added). Thus, the rule would allow a party to satisfy proper service by leaving the documents in a conspicuous place even if there is no one to accept the documents on behalf of the party. Accordingly, the Plaintiff has complied with SCRCP 5(b)(1) through their conduct.

In reexamining S.C. Code Ann. §29-5-90, the statute allows an alternative to satisfy proper service "in the event the owner cannot be found". However, this part of the statute does not apply. S.C. Code Ann. §15-67-30 makes clear the purpose of a sheriff's affidavit is to verify whether the individuals are residents of the State, County, or cannot be found therein. Based on Defendant Joseph Golson's deposition, their County of Lexington 2017 Tax Bill for the property, and that there has been no evidence to rebut that the Defendants do not live at 207 Libby Ariail Lane Chapin, Lexington SC, a sheriff's affidavit would have only shown that the Defendants are residents of Lexington County. Therefore, the Plaintiff does not have to prove that they made a

“diligent search” nor produce an “affidavit of the sheriff or his deputy” regarding not being able to ascertain the location of the Defendants as their residency is clear.

In regards to Defendants’ second ground in its Motion to Dismiss, no documentation or evidence was presented in regards to the Plaintiff not being owed money and the Notice of Mechanic’s Lien did properly include a Verification signed by the representative of the Plaintiff and attached an invoice showing the 55,085.52. was owed to the Plaintiff.

In regards to Defendants’ third ground in its Motion to Dismiss, to monies owed to the Plaintiff, the Affidavit attached to the Notice of Mechanic’s Lien indicates what is owed to the Plaintiff which is the sum of \$55,085.52, there were two contracts (see attached Contract to Build and Contract for Services) on this project: (1) for the costs of the home; and (2) for the services rendered by the Plaintiff as the contractor on the project. Attached are both contracts. The amount owed is to the Plaintiff for his services rendered which would be in compliance with *SC Code Ann. §29-5-10* in addition to the case of *Sentry Engineering Construction, Inc. v. Marina’s Cay Development Corp.*, 287 S.C. 346, 338 S.E.2d 631 (1985), would allow the monies owed to the Plaintiff are a component of the allowed Mechanic’s Lien damages.

IT IS SO ORDERED.

The Honorable Clifton Newman
Judge, Eleventh Judicial Circuit

Lexington, South Carolina

_____, 2018

COPY

2017022169 FILED, RECORDED, INDEXED
03/11/2017 16:40:20:787
REC FEE: \$11.00 ST FEE: \$0.00
CD FEE: \$0.00 Pages: 5
Lexington County R.D. Tina Guerry
MECHANICS LIEN Bk:Pg 19199:295

STATE OF SOUTH CAROLINA)

COUNTY OF LEXINGTON)

ARM Quality Builders LLC d/b/a)
ARM Quality Builders,)

Claimant,)

v.)

Joseph A. Golson and)
Lycia B. Golson,)

Defendants.)

**NOTICE OF CERTIFICATE OF
MECHANIC'S LIEN**

NOTICE IS HEREBY GIVEN, that ARM Quality Builders LLC d/b/a ARM Quality Builders ("Claimant") is due the principal sum of Fifty-five Thousand Eighty-five and 52/100 (\$55,085.52) Dollars from Joseph A. Golson and Lycia B. Golson, as more fully shown on the attached Statement of Account which is made a party of this Notice and Certificate of Mechanic's Lien as *Exhibit A*, together with interest and attorney's fees as allowed by law.

That said debt is due Claimant for labor performed or furnished, and/or for materials furnished for improvements to the real estate hereinafter described, by virtue of an agreement with, or by consent of Joseph A. Golson and Lycia B. Golson, the owner thereof, or an entity or person(s) authorized by, or rightfully acting for, said owner. That Claimant would show that less than ninety (90) days have elapsed since the last date that labor was performed or furnished and/or materials were furnished on the premises.

That by virtue thereof, by the service and filing of this Notice and Certificate, and pursuant to the provisions of applicable law, Claimant has and claims a lien to secure the payment of the debt so due, together with interest, attorney's fees, and the costs of enforcing said lien upon the following described real estate and all improvements thereon:

See attached Exhibit B

SC License Number of Claimant is 14040.

The foregoing is true to the knowledge of the undersigned on behalf of Claimant.

DAVIS FRAWLEY, LLC

By: _____

James Randall Davis
140 East Main Street
Post Office Box 489
Lexington, South Carolina 29072
Phone No.: (803) 359-2512

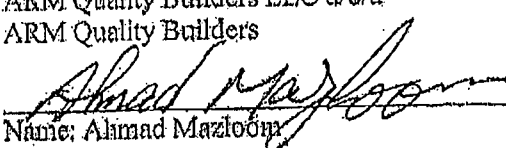
Lexington, South Carolina

May 4, 2017

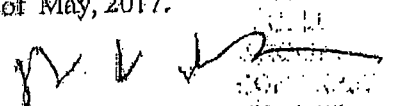
STATE OF SOUTH CAROLINA)
)
COUNTY OF LEXINGTON) VERIFICATION

PERSONALLY appeared before me the undersigned, who, being first duly sworn, deposes and says that he is the authorized agent and owner of ARM Quality Builders LLC d/b/a ARM Quality Builders, the Plaintiff in the foregoing action, and is authorized to make this Affidavit on behalf of said company; that he is familiar with the account forming the basis for the within action and has read the foregoing Notice of Mechanic's Lien and Statement of Account; that all of the matters alleged therein are true of his own knowledge except for those alleged upon opinion and belief, and as to those, he believes them to be true and that no part of said sum due has been paid by discount or otherwise.

ARM Quality Builders LLC d/b/a
ARM Quality Builders


Name: Ahmad Mazloom

SWORN to before me this 4th
day of May, 2017.



Notary Public of South Carolina

My commission expires: 2-2-23

JAMES RANDALL DAVIS
NOTARY PUBLIC
SOUTH CAROLINA
MY COMMISSION EXPIRES
JANUARY 22, 2023

COPIES
EXHIBIT A

207 Libby Arlail Lane, Chapin, SC

Construction Cost \$ 388,998.66

Paid by Joe & Lycia.....\$ 18,247.05

Arm Quality Builders 15% \$ 61,086.86

Total Construction Cost \$ 468,332.57

Received From BB&T & Joe and Lycia..... \$ 413,247.05

Amount Owed to Arm Quality Builders..... \$ 55,085.52

Heated Area 2,558 sq. ft.

Garage/Storage.....662 sq. ft.

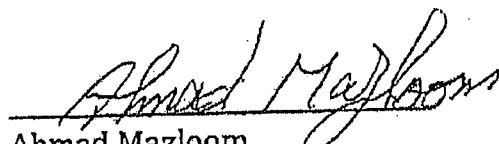
Back Porch.....225 sq. ft.

Front & Side Porch.....105 sq. ft.

Total Square Feet Under Roof.....3,325 sq. ft.

Cost Per Square Foot..... \$ 135.20 sq. ft.

Builder warranties this house fully for the period of one year. The heating and air is warrantied for one year labor and 10 years, parts only by the manufacturer.


Ahmad Mazloom
ARM Quality Builders

February 11, 2017

COPY

EXHIBIT B

All that certain piece, parcel or lot or tract of land, with any improvements thereon, lying, being and situate on the Waters of Lake Murray, on the Northern side of a 30-foot street, near the Town of Hilton, in the County of Lexington, State of South Carolina, in the School District No. 5 the same being designated as LOT NUMBER THIRTY-TWO (32) in BLOCK "A" on a Plat of "Lake Point" made by William Wingfield, Reg., Surveyor, dated March 18, 1960, and recorded in the Office of the ROD in Lexington County in Plat Book 47-G at Page 74, and bounded as follows: On the North by Lake Murray, measuring thereon in the aggregate Ninety-Four and 4/10 (94.4') feet; on the East by lot 31, Block "A", measuring thereon One Hundred Twenty (120.0') feet; on the South by said 30-foot Street, measuring thereon One Hundred Thirty (130') feet; and on the West by Lot 33, Block "A", measuring thereon One Hundred Sixty-Four and 1/10 (164.1') feet; be all measurements a little more or less.

DERIVATION: This being the property conveyed to Joseph A. Golson and Lycia B. Golson by Deed of Joseph A. Golson dated April 15, 2016, and recorded in the Office of the Register of Deeds for Lexington County, South Carolina on April 19, 2016 in Book 18312 at Page 225.

TMS # 001630-02-030

COPY

STATE OF SOUTH CAROLINA
COUNTY OF LEXINGTON

ARM Quality Builders LLC d/b/a
ARM Quality Builders,
Claimant

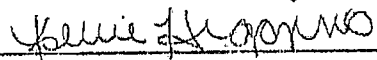
Vs.

Joseph A. Golson and
Lycia B. Golson,
Defendants

Affidavit Of Non- Service

PERSONALLY, PREPARED BEFORE ME, the undersigned deponent, who being duly sworn says that (s)he attempted to serve the Notice of Certificate of Mechanic's Lien, Verification, Exhibit A and Exhibit B in this action on Joseph A. Golson and Lycia B. Golson by delivery to said parties in Lexington, SC at 207 Libby Arlall Lane Chapin, South Carolina, on May 9, 2017 at 7:21p.m. o'clock; however was unsuccessful due to the residence being unoccupied.

Sworn to and Subscribed before me
this 11th day of May, 2017.


Notary Public for South Carolina

My Commission expires 8/31/19


Signature of Deponent



PO BOX 931319
ATLANTA GA 31193-1319

INVOICE

Page	CUSTOMER NUMBER	INVOICE NUMBER
1 of 1	00646-000309	334414 00
DB	INVOICE DATE	INVOICE TOTAL
5	01/06/2017	\$9.87

BILL TO:

AHMAD MAZLOO DBA
ARM QUALITY BUILDERS
125 SWEET MELODY LN
LEXINGTON, SC 290737077

To Reorder Contact Us At
Phone No: (803) 851-2288
Fax No: (803) 851-2118

SHIP TO:

JOB NAME: CHAPIN JOB

PURCHASE ORDER NUMBER	SALESPERSON	TYPE SHIPMENT	SHIP VIA	PAYMENT TERMS	SHIP DATE
CHAPIN JOB	010-PALMETTO WINNELSON	STOCK	PU BILLY	NET 15TH	01/08/2017

UNITS ORDERED	U/M	ITEM DESCRIPTION	UNITS SHIPPED	B/C	PRICE	DISC/RTK	EXTENDED	TAX
1	0	400A 9T014 ASIPH FILL VLV	1		\$7.5400		\$7.54	Y
1	0	54 BAG KORKY ECONOMY FLAPPER (52P)	1		\$1.5000		\$1.50	Y

*Paid 1-10-17
by Card
2,459.35*

****OUR REMIT ADDRESS HAS CHANGED. EFFECTIVE IMMEDIATELY PLEASE REMIT
ALL PAYMENTS TO PO BOX 931319 ATLANTA, GA 31193-1319****
All of us at Palmetto Winnelson are truly grateful for your business.

	Net Sales	\$9.04
	Freight	\$0.00
State Tax %0.00	State Tax	\$0.54
Local Tax %1.00	Local Tax	\$0.09
	Invoice Total	\$9.67

TAX AREA ID: 410630000

FEDERAL TAX ID NUMBER: 260672220

TERMS AND CONDITIONS: You agree that the sale of these products/services is subject to all of our standard terms and conditions of sale located at our website: www.winsupplyinc.com/tosale

PAY FULL INVOICE AMOUNT BY 02/15/2017

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer to process the payment as a check transaction. For inquiries please call (803) 851-2288.

ARM112



PO BOX 931319
ATLANTA GA 31193-1319

INVOICE

Page	CUSTOMER NUMBER	INVOICE NUMBER
1 of 1	00546-000380	333030 00
DB	INVOICE DATE	INVOICE TOTAL
16	12/22/2016	\$946.37

BILL TO:

AHMAD MAZLOO DBA
ARM QUALITY BUILDERS
125 SWEET MELODY LN
LEXINGTON, SC 290737077

To Reorder Contact Us At
Phone No: (803) 951-2288
Fax No: (803) 951-2118

SHIP TO:

110

JOB NAME: CHAPIN

PURCHASE ORDER NUMBER	SALESPERSON	TYPE SHIPMENT	SHIP VIA	PAYMENT TERMS	SHIP DATE
CHAPIN	010-PALMETTO WINNELSON	STOCK		NET 15TH	12/22/2016

UNITS ORDERED	U/M	ITEM DESCRIPTION	UNITS SHIPPED	B/C	PRICE	DISC/RSTK	EXTENDED	TAX
1	0	ATO310 LP NON-CONDG TANKLESS TAKAGI T-K4-OS LP *** BEGIN SERIAL NUMBERS **** 1646103970915 **** END SERIAL NUMBERS *****	1		\$798.7100		\$798.71	Y
1	0	9007670005 PIPE COVER	1		\$77.1900		\$77.19	Y
1	0	A33-002 #10X1-1/4 ANCHOR KIT	1		\$9.5600		\$9.56	Y

***OUR REMIT ADDRESS HAS CHANGED. EFFECTIVE IMMEDIATELY PLEASE REMIT
ALL PAYMENTS TO PO BOX 931319 ATLANTA, GA 31193-1319***
All of us at Palmetto Winnelson are truly grateful for your business.

TAX AREA ID: 410830000

FEDERAL TAX ID NUMBER: 260872220

TERMS AND CONDITIONS: You agree that the sale of these products/services is
subject to all of our standard terms and conditions of sale located at our website:
www.winsupplyinc.com/tosale

PAY FULL INVOICE AMOUNT BY 01/16/2017

	Net Sales	\$894.48
	Freight	\$0.00
State Tax %0.00	State Tax	\$63.08
Local Tax %1.00	Local Tax	\$9.85
	Invoice Total	\$946.37

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund 1
to process the payment as a check transaction. For inquiries please call (803) 951-2288.

ARM113



PO BOX 931319
ATLANTA GA 31193-1319

INVOICE

Page	CUSTOMER NUMBER	INVOICE NUMBER
1 of 1	00646-000399	333738 00
DB	INVOICE DATE	INVOICE TOTAL
17	12/23/2016	\$180.52

BILL TO:

AHMAD MAZLOO DBA
ARM QUALITY BUILDERS
125 SWEET MELODY LN
LEXINGTON, SC 290737077

To Reorder Contact Us At
Phone No: (803) 951-2288
Fax No: (803) 951-2118

SHIP TO:

JOB NAME: CHAPIN

PURCHASE ORDER NUMBER	SALESPERSON	TYPE SHIPMENT	SHIP VIA	PAYMENT TERMS	SHIP DATE
CHAPIN	010-PALMETTO WINNELSON	STOCK	PU BILLY	NET 15TH	12/23/2016

UNITS ORDERED	U/M	ITEM DESCRIPTION	UNITS SHIPPED	B/C	PRICE	DISC/RSTK	EXTENDED	TAX
2	0	60108 STNR KIT ORB	2		\$39.8400		\$79.68	Y
1	0	1-1/2 PVC P-TRAP HXH SOLV WELD	1		\$2.7900		\$2.79	Y
2	0	2 PVCDWV HXH 45 ELL	2		\$1.1700		\$2.34	Y
1	0	D41-10RB OIL RUBBED STRAINER	1		\$20.9000		\$20.90	Y
1	0	2 PVCDWV COUPLING	1		\$0.5500		\$0.55	Y
1	0	2X1-1/2 PVCDWV COUPLING	1		\$1.2000		\$1.20	Y
1	0	62076 HALF KIT ROUGHLN PVC CP	1		\$8.5300		\$8.53	Y
2	0	2 PVCDWV FTGXH 45 ST ELL	2		\$1.2500		\$2.50	Y
2	0	2 PVCDWV FTGXH 22 ST ELL	2		\$3.6500		\$7.30	Y
1	0	25-515 4 OR PRO-POXY 20 PUTTY	1		\$8.8700		\$8.87	Y
1	0	1-1/2 PVCDWV HXH HX SAN TEE	1		\$1.4500		\$1.45	Y
1	0	30236 10.3OZ CLEAR SILICONE	1		\$7.9100		\$7.91	Y
3	0	1/2X2-1/2 BRZ S40 NIP	3		\$3.7000		\$11.10	Y
3	0	1/2X2 GALV S40 STL NIP	3		\$1.1200		\$3.36	Y
3	0	1/2X1-1/2 GALV S40 STL NIP	3		\$1.1200		\$3.36	Y
3	0	1/2XC BRZ S40 NIP	3		\$2.2900		\$6.87	Y

***OUR REMIT ADDRESS HAS CHANGED. EFFECTIVE IMMEDIATELY PLEASE REMIT
ALL PAYMENTS TO PO BOX 931319 ATLANTA, GA 31193-1319***
All of us at Palmetto Winnelson are truly grateful for your business.

TAX AREA ID: 410630000

FEDERAL TAX ID NUMBER: 280672220

TERMS AND CONDITIONS: You agree that the sale of these products/services is
subject to all of our standard terms and conditions of sale located at our website:
www.winsupplyinc.com/terms

PAY FULL INVOICE AMOUNT BY 01/15/2017

	Net Sales	\$180.52
	Freight	\$0.00
State Tax %8.00	State Tax	\$10.12
Local Tax %1.00	Local Tax	\$1.89
	Invoice Total	\$180.52

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund t
to process the payment as a check transaction. For inquiries please call (803) 951-2288.

ARM114



PO BOX 931319
ATLANTA GA 31193-1319

INVOICE

Page	CUSTOMER NUMBER	INVOICE NUMBER
1 of 1	00046-000390	333248 00
DB	INVOICE DATE	INVOICE TOTAL
12	12/16/2016	\$83.40

BILL TO:

AHMAD MAZLOO DBA
ARM QUALITY BUILDERS
125 SWEET MELODY LN
LEXINGTON, SC 290737077

To Reorder Contact Us At
Phone No: (803) 951-2288
Fax No: (803) 951-2118

SHIP TO:

JOB NAME: CHAPIN

PURCHASE ORDER NUMBER	SALESPERSON	TYPE SHIPMENT	SHIP VIA	PAYMENT TERMS	SHIP DATE
CHAPIN	010-PALMETTO WINNELSON	STOCK		NET 15TH	12/16/2016

UNITS ORDERED	U/M	ITEM DESCRIPTION	UNITS SHIPPED	B/C	PRICE	DISC/RSTK	EXTENDED	TAX
6	0	POS1P6-3XC 6" P-O LAV SUP KIT	6		\$12.9900		\$77.94	Y

****OUR REMIT ADDRESS HAS CHANGED. EFFECTIVE IMMEDIATELY PLEASE REMIT
ALL PAYMENTS TO PO BOX 931319 ATLANTA, GA 31193-1319****
All of us at Palmetto Winnelson are truly grateful for your business.

TAX AREA ID: 410630000

FEDERAL TAX ID NUMBER: 260672220

TERMS AND CONDITIONS: You agree that the sale of these products/services is
subject to all of our standard terms and conditions of sale located at our website:
www.winsupplyinc.com/tosale

PAY FULL INVOICE AMOUNT BY 01/15/2017

	Net Sales	\$77.94
	Freight	\$0.00
State Tax %6.00	State Tax	\$4.68
Local Tax %1.00	Local Tax	\$0.78
	Invoice Total	\$83.40

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund
to process the payment as a check transaction. For inquiries please call (803) 951-2288.

ARM115



PO BOX 931319
ATLANTA GA 31193-1319

INVOICE

Page	CUSTOMER NUMBER	INVOICE NUMBER
1 of 1	00646-000399	333659 00
DB	INVOICE DATE	INVOICE TOTAL
15	12/21/2016	\$639.79

BILL TO:

AHMAD MAZLOO DBA
ARM, QUALITY BUILDERS
126 SWEET MELODY LN.
LEXINGTON, SC 290737077

To Reorder Contact Us At:
Phone No: (803) 951-2288
Fax No: (803) 951-2118

SHIP TO:

JOB NAME: 207 LIBBIE LANE

PURCHASE ORDER NUMBER	SALESPERSON	TYPE SHIPMENT	SHIP VIA	PAYMENT TERMS	SHIP DATE
207 LIBBIE LANE	010-PALMETTO WINNELSON	STOCK		NET 15TH	12/21/2016

UNITS ORDERED	U/M	ITEM DESCRIPTION	UNITS SHIPPED	B/C	PRICE	DISC/RSTK	EXTENDED	TAX
1	0	58469-RB-PK IN2ITION SHOWER	1		\$238.4900		\$238.49	Y
2	0	T14051-RB DRYDEN VLV TRIM BRNZ	2		\$156.5400		\$313.08	Y
1	0	50560RB VEN BRZ SUPPLY ELBOW	1		\$46.3600		\$46.36	Y

****OUR REMIT ADDRESS HAS CHANGED. EFFECTIVE IMMEDIATELY PLEASE REMIT
ALL PAYMENTS TO PO BOX 931319 ATLANTA, GA 31193-1319****
All of us at Palmetto Winnelson are truly grateful for your business.

TAX AREA ID: 410630090
FEDERAL TAX ID NUMBER: 260872220

TERMS AND CONDITIONS: You agree that the sale of these products/services is
subject to all of our standard terms and conditions of sale located at our website:
www.winsupplyinc.com/tc-sale

PAY FULL INVOICE AMOUNT BY 01/15/2017

	Net Sales	\$597.93
	Freight	\$0.00
State Tax %6.00	State Tax	\$35.88
Local Tax %1.00	Local Tax	\$5.98
	Invoice Total	\$639.79

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund tr
to process the payment as a check transaction. For inquiries please call (803) 951-2288.

ARM116



PO BOX 931319
ATLANTA GA 31193-1319

INVOICE

PAGE	CUSTOMER NUMBER	INVOICE NUMBER
1 of 1	00846-000399	332727 00
DB	INVOICE DATE	INVOICE TOTAL
6	12/08/2016	\$42.32

BILL TO:

AHMAD MAZLOO DBA
ARM QUALITY BUILDERS
125 SWEET MELODY LN
LEXINGTON, SC 290737077

To Reorder Contact Us At
Phone No: (803) 851-2288
Fax No: (803) 851-2118

119

SHIP TO:

JOB NAME: CHAPIN JOB

PURCHASE ORDER NUMBER	SALESPERSON	TYPE SHIPMENT	SHIP VIA	PAYMENT TERMS	SHIP DATE
CHAPIN JOB	010-PALMETTO WINNELSON	STOCK	PU BILLY	NET 15TH	12/08/2016

UNITS ORDERED	U/M	ITEM DESCRIPTION	UNITS SHIPPED	B/C	PRICE	DISC/RSTK	EXTENDED	TAX
8	0	43519 FLNG SPCR FOR ABS OR PVC	8		\$2.7500		\$22.00	Y
3	0	P05CP12-7XF 12"P-O TLT SUP KIT	3		\$5.8500		\$17.55	Y

****OUR REMIT ADDRESS HAS CHANGED. EFFECTIVE IMMEDIATELY PLEASE REMIT
ALL PAYMENTS TO PO BOX 931319 ATLANTA, GA 31193-1319****
All of us at Palmetto Winnelson are truly grateful for your business.

TAX AREA ID: 410630000

FEDERAL TAX ID NUMBER: 260672220

TERMS AND CONDITIONS: You agree that the sale of these products/services is
subject to all of our standard terms and conditions of sale located at our website:
www.winsupplyinc.com/tosale

PAY FULL INVOICE AMOUNT BY 01/15/2017

	Net Sales	\$39.55
	Freight	\$0.00
State Tax %6.00	State Tax	\$2.37
Local Tax %1.00	Local Tax	\$0.40
	Invoice Total	\$42.32

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer to process the payment as a check transaction. For inquiries please call (803) 851-2288.

ARM117



PO BOX 931319
ATLANTA GA 31193-1319

INVOICE

Page	CUSTOMER NUMBER	INVOICE NUMBER
1 of 2	00646-000399	334605 00
DB	INVOICE DATE	INVOICE TOTAL
7	01/10/2017	\$557.28

BILL TO:

AHMAD MAZLOO DBA
ARM QUALITY BUILDERS
125 SWEET MELODY LN
LEXINGTON, SC 290737077

To Reorder Contact Us At
Phone No: (803) 851-2288
Fax No: (803) 851-2118

SHIP TO:

JOB NAME: CHAPIN JOB

PURCHASE ORDER NUMBER	SALES PERSON	TYPE SHIPMENT	SHIP VIA	PAYMENT TERMS	SHIP DATE
CHAPIN JOB	010-PALMETTO WINNELSON	STOCK		NET 15TH	01/10/2017

UNITS ORDERED	U/M	ITEM DESCRIPTION	UNITS SHIPPED	B/C	PRICE	DISC/RSTK	EXTENDED	TAX
1	0	SS-111 SS SINK STRAINER	1		\$7.6600		\$7.66	Y
2	0	S14006 BASKET STRAINER	2		\$1.0600		\$2.12	Y
1	0	WP18P-121208 3/4X3/4X1/2C TEE	1		\$0.7100		\$0.71	Y
2	0	WP18P-08 1/2X1/2X1/2C TEE	2		\$1.2300		\$2.46	Y
8	0	723008F 1/2CPLG FEM SWTXPEX LF	8		\$0.1900		\$1.52	Y
12	0	103344-LF	12		\$0.2400		\$2.88	Y
3	0	WP14C-08 1/2 PEX CRIMP RINGS	3		\$2.2900		\$6.87	Y
6	0	0650551	6		\$0.8600		\$5.16	Y
6	0	WP14C-12 3/4 PEX CRIMP RINGS	6		\$0.3000		\$1.80	Y
2	0	0650552	2		\$12.9900		\$25.98	Y
7	0	72300M 3/4 CPLG PEX X MIP LF	7		\$13.0800		\$91.56	Y
1	0	104066-LF	1		\$15.0200		\$15.02	Y
2	0	WP19P-1212 3/4CX3/4C ELL	2		\$0.3700		\$0.74	Y
3	0	0650671	3		\$10.0700		\$30.21	Y
1	0	78BT 7/8IDX3/8X6' P/FT INSUL	1		\$4.3500		\$4.35	Y
2	0	IS2076	2		\$1.6800		\$11.76	Y
7	0	PO5LP6-3XC 6" P-O LAV SUP KIT	7		\$5.5600		\$5.56	Y
1	0	PO5LP20-5XF 20"P-O LAV SUP KIT	1		\$2.8500		\$2.85	Y
2	0	1/2NOMX1/2IPS W/ESCUTCHEON	2					
3	0	***** BEGIN COMPONENTS *****	3					
1	0	***** END COMPONENTS *****	1					
2	0	PO5LP72-3XL 72"P-O D/W SUP KIT	2					
3	0	1/2NOM VLV X 1/2IPS W/ ESCUTCH	3					
1	0	F33-061 1/4X3 TOGGLE BOLT	1					
7	0	117X22 1/2 PEX SILLCOCK	7					
1	0	<< HPVSCPB12LF >>	1					
7	0	8281 3/4 PEX BALL VLV	7					
1	0	P9703WBG PVC 1-1/2 P-TRAP	1					
3	0	<<802PVCBG>>	3					
1	0	P9100T PVC DISPOSER KIT	1					
3	0	<< 600PPVCBG >>	3					
3	0	P9793E PVC 16" DBL SJ EXT	3					

Continued on next page

ARM118



PO BOX 931319
ATLANTA GA 31193-1319

INVOICE

Page	CUSTOMER NUMBER	INVOICE NUMBER
2 of 2	00846-000399	334605 00
DB	INVOICE DATE	INVOICE TOTAL
7	01/10/2017	\$557.28

UNITS ORDERED	U/M	ITEM DESCRIPTION	UNITS SHIPPED	B/C	PRICE	DISC/RSTK	EXTENDED	TAX
1	0	<< 919PVC >>						
1	0	PP9817 1-1/2X8X3/4 BRANCH TLPC	1		\$1.7800		\$1.78	Y
1	0	2X1-1/2 PVC DWV COUPLING	1		\$1.2000		\$1.20	Y
1	0	R2700 ROMAN TUB ROUGH-IN VALVE	1		\$84.6000		\$84.60	Y
		QUOTE # 60814						
1	0	D41-001 2" PVC SHOWER DRAIN	1		\$6.2300		\$6.23	Y
10	0	E16-150 1-1/2 IPS WHT ESCUTECH	10		\$0.3900		\$3.90	Y
4	0	20386 PVC REDI VENT	4		\$17.6500		\$70.60	Y
1	0	44833 OLD STYLE STUDOR ADAPTER	1		\$1.3900		\$1.39	Y
3	0	425-PB CLOSET BOLT	3		\$0.8500		\$2.55	Y
1	0	PC-609 2X60YD BLK DUCT TAPE	1		\$8.2800		\$8.28	Y
		JONES STEPHENS #T20-023						
3	0	90-220 WAX GASKET W/HORN	3		\$1.6500		\$4.95	Y
		"S1WS FLANGED WAX"						
1	0	30236 10.3OZ CLEAR SILICONE	1		\$7.9100		\$7.91	Y
3	0	1-1/2 PVC DWV FTGXH 90 ST ELL	3		\$1.0900		\$3.27	Y
4	0	1-1/2 PVC DWV FTGXH 45 ST ELL	4		\$0.8600		\$3.44	Y
1	0	1-1/2 PVC DWV HXHXH SAN TEE	1		\$1.4500		\$1.45	Y
4	0	1-1/2 PVC DWV FTGXH 22 ST ELL	4		\$3.4200		\$13.68	Y
2	0	1-1/2 PVC P-TRAP HXH SOLV WELD	2		\$2.7900		\$5.58	Y
6	0	118BT 1-1/8IDX3/8X6'P/FT INSUL	6		\$0.5400		\$3.24	Y
		I52118						
1	0	WRIK-F THREADED INSTALLATION K	1		\$71.0600		\$71.06	Y

****OUR REMIT ADDRESS HAS CHANGED. EFFECTIVE IMMEDIATELY PLEASE REMIT
ALL PAYMENTS TO PO BOX 931319 ATLANTA, GA 31193-1319****
All of us at Palmetto Winnelson are truly grateful for your business.

TAX AREA ID: 410630000

FEDERAL TAX ID NUMBER: 280672220

TERMS AND CONDITIONS: You agree that the sale of these products/services is
subject to all of our standard terms and conditions of sale located at our website:
www.winsupplyinc.com/tosale

PAY FULL INVOICE AMOUNT BY 02/15/2017

	Net Sales	\$520.82
	Freight	\$0.00
State Tax %6.00	State Tax	\$31.23
Local Tax %1.00	Local Tax	\$5.23
	Invoice Total	\$557.28

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund
to process the payment as a check transaction. For inquiries please call (800) 881-2288.

ARM119

WinsupplyPO BOX 931319
ATLANTA GA 31193-1319**INVOICE**

Page	CUSTOMER NUMBER	INVOICE NUMBER
1 of 1	00646-000399	325465 00
DB	INVOICE DATE	INVOICE TOTAL
10	08/12/2016	\$757.76

BILL TO:AHMAD MAZLOO DBA
ARM QUALITY BUILDERS
117 CANNON TRAIL CT
LEXINGTON, SC 29073-8128To Reorder Contact Us At
Phone No: (803) 951-2288
Fax No: (803) 951-2118**SHIP TO:**207 LIBBY ARIAL LANE
CHAPIN, SC 29036**JOB NAME: LIBBY ARIAL**

PURCHASE ORDER NUMBER	SALESPERSON	TYPE SHIPMENT	SHIP VIA	PAYMENT TERMS	SHIP DATE
LIBBY ARIAL LANE	010-PALMETTO WINNELSON	STOCK	OT 8/12	NET 15TH	08/12/2016

UNITS ORDERED	U/M	ITEM DESCRIPTION	UNITS SHIPPED	B/C	PRICE	DISC/RSTK	EXTENDED	TAX
1	0	GE6032 RH WHT TUB&SHOWER	1		\$284.1900		\$284.19	Y
120	0	3X20 PVCDWV PE FOAMCORE	120		\$1.1200		\$134.40	Y
140	0	2X20 PVCDWV PE FOAMCORE	140		\$0.6000		\$84.00	Y
60	0	1-1/2X20 PVCDWV PE FOAMCORE	60		\$0.4600		\$27.60	Y
140	0	WPTS12-25B 3/4X20 BLUE PEX STX 0650407	140		\$0.4300		\$60.20	Y
140	0	WPTS12-25R 3/4X20 RED PEX STX 0650405	140		\$0.4300		\$60.20	Y
40	0	WPTS08-50W 1/2X20 WHT PEX STX 0650408	40		\$0.2400		\$9.60	Y
100	0	WPTS08-50B 1/2X20 BLUE PEX STX 0650406	100		\$0.2400		\$24.00	Y
100	0	WPTS08-50R 1/2X20 RED PEX STX 0650404	100		\$0.2400		\$24.00	Y

****OUR REMIT ADDRESS HAS CHANGED, EFFECTIVE IMMEDIATELY PLEASE REMIT
ALL PAYMENTS TO PO BOX 931319 ATLANTA, GA 31193-1319****
All of us at Palmetto Winnelson are truly grateful for your business.

TAX AREA ID: 410830000

FEDERAL TAX ID NUMBER: 260672220

TERMS AND CONDITIONS: You agree that the sale of these products/services is
subject to all of our standard terms and conditions of sale located at our website:
www.winsupplyinc.com/tosale

PAY FULL INVOICE AMOUNT BY 09/15/2016

	Net Sales	\$708.18
	Freight	\$0.00
State Tax %6.00	State Tax	\$42.49
Local Tax %1.00	Local Tax	\$7.08
	Invoice Total	\$757.76

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fi
to process the payment as a check transaction. For inquiries please call (803) 951-2288.

ARM122



PO BOX 931319
ATLANTA GA 31193-1319

INVOICE

Page	CUSTOMER NUMBER	INVOICE NUMBER
1 of 1	00646-000399	325958 00
DB	INVOICE DATE	INVOICE TOTAL
16	08/22/2016	\$43.38

BILL TO:

AHMAD MAZLOO DBA
ARM QUALITY BUILDERS
117 CANNON TRAIL CT
LEXINGTON, SC 29073-8126

To Reorder Contact Us At
Phone No: (803) 951-2288
Fax No: (803) 951-2118

SHIP TO:

JOB NAME: CHAPIN, SC

PURCHASE ORDER NUMBER	SALESPERSON	TYPE SHIPMENT	SHIP VIA	PAYMENT TERMS	SHIP DATE
CHAPIN, SC	010-PALMETTO WINNELSON	STOCK	PU BILLY	NET 15TH	08/22/2016

UNITS ORDERED	U/M	ITEM DESCRIPTION	UNITS SHIPPED	B/C	PRICE	DISC/RSTK	EXTENDED	TAX
2	0	S30-012 12OZ INSTANT SEALANT	2		\$7.5300		\$15.06	Y
6	0	H54-050 1/2" MIP HANDI-PLUG	6		\$3.3000		\$19.80	Y
4	0	PS5016-SN 5X0 SLFNL BOCA PLATE	4		\$0.7600		\$3.04	Y
		S33-013						
1	0	86694 1/2 STABILIZER BAR	1		\$2.6400		\$2.64	Y

****OUR REMIT ADDRESS HAS CHANGED. EFFECTIVE IMMEDIATELY PLEASE REMIT
ALL PAYMENTS TO PO BOX 931319 ATLANTA, GA 31193-1319****
All of us at Palmetto Winnelson are truly grateful for your business.

	Net Sales	\$40.54
	Freight	\$0.00
State Tax %6.00	State Tax	\$2.43
Local Tax %1.00	Local Tax	\$0.41
	Invoice Total	\$43.38

TAX AREA ID: 410630000

FEDERAL TAX ID NUMBER: 260672220

TERMS AND CONDITIONS: You agree that the sale of these products/services is
subject to all of our standard terms and conditions of sale located at our website:
www.winsupplyinc.com/termsale

PAY FULL INVOICE AMOUNT BY 09/15/2016

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund
to process the payment as a check transaction. For inquiries please call (803) 951-2288.

ARM123

Send To:

Winsupply

WINSUPPLY LEXINGTON SC CO.
PO BOX 931319
ATLANTA, GA 31193-1319

Page	Date Printed	Invoice No.
1	2/16/17	337012 00

To Reorder Contact Us At
Phone No. : (803) 951-2288
Fax No. : (803) 951-2110 DB# 12

Sold To:

Ship To:

AHMAD MAZLOO DBA
ARM QUALITY BUILDERS
125 SWEET MELODY LN
LEXINGTON, SC 29073-7077

CHAPIN

Customer Number	Customer Purchase Order	Salesman	Type Shipment	Ship Via	Date Shipped
00646-000399	CHAPIN	010-PALMETTO WINNE	Stock		2/16/17

THANKS FOR MAKING US YOUR CHOICE FOR YOUR PLUMBING NEEDS.

Units Ordered	U/M	Item Description	Units Shipped	S/C	Price	Per	Discount	Extended	Tax
3	EA	14006 781 QT CLR PVC MED CEMEN <<PL32 MEDIUM BODIED>>	3		8.9400		.00	26.82	T
1	EA	QT JIM PR-1L PVC/CPVC PRIMER	1		11.6800		.00	11.68	T
12	EA	78BT 7/8IDX3/8X6' P/PT INSUL 152078	12		.3000		.00	3.60	T
6	EA	58BT 5/8IDX3/8X6' P/PT INSUL 152058	6		.2600		.00	1.56	T
1	EA	62076 HALF KIT ROUGHEN PVC CP	1		8.5300		.00	8.53	T
1	EA	42213 3-3 PVC SHOWER DRAIN	1		10.8700		.00	10.87	T
100	EA	551-2C 1/2 CPVC SIOUX STRAP	100		.1300		.00	13.00	T
100	EA	551-3C 3/4 CPVC SIOUX STRAP	100		.1900		.00	19.00	T
1	EA	3/4X100 28GA GALV HANGER IRON	1		10.0900		.00	10.09	T
100	EA	WP14C-08 1/2 PEX CRIMP RINGS 0650551	100		.1900		.00	19.00	T
100	EA	WP14C-12 3/4 PEX CRIMP RINGS 0650552	100		.2400		.00	24.00	T
6	EA	R10000-PX UNVRSL T/S VLV BUDY	6		39.8900		.00	194.45	T
1	EA	39136 IMB 12X 1/4 STD PEX	1		16.3100		.00	16.31	T
1	EA	82056 DUAL DRAIN WMOB 1/2 PRX	1		26.2700		.00	26.27	T
50	EA	PS5816-SN 5X8 6L FNL BOCA PLATE S33-013	50		.7600		.00	38.00	T
2	EA	11909 2 PLASTIC BASE FLASH	2		4.2900		.00	8.58	T
2	EA	WP15P-1208 3/4CX1/2C CPLG 0650661	2		.8100		.00	1.62	T
8	EA	WP15P-12 3/4CX3/4C CPLG 0650662	8		.5300		.00	4.24	T
8	EA	WP15P-08 1/2CX1/2C CPLG 0650660	8		.4300		.00	3.44	T
4	EA	WP18P-08 1/2X1/2X1/2C TEE 0650696	4		.7100		.00	2.84	T
12	EA	WP18P-120808 3/4X1/2X1/2C TEE 0650801	12		1.2400		.00	14.88	T
12	EA	WP18P-121208 3/4X3/4X1/2C TEE 0650699	12		1.0600		.00	12.72	T
8	EA	WP18P-120812 3/4X1/2X3/4C TEE 0650800	8		1.0600		.00	8.48	T
8	EA	WP18P-12 3/4X3/4X3/4C TEE	8		1.0600		.00	8.48	T

Terms: Monthly Service Charge May Be Applied To Past Due Accounts.

Tax Area ID:	Net Sales	-----
-----	Freight	-----
State Tax \$	State Tax	-----
Local Tax \$	Local Tax	-----
	Invoice Amount	-----

CONTINUED ON NEXT PAGE.....

Winsupply

Page No:

Winsupply

WINSUPPLY LEXINGTON SC CO.
PO BOX 931319
ATLANTA, GA 31193-1319

Page	Date Printed	Invoice No.
2	2/16/17	337012 00

To Reorder Contact Us At
Phone No. : (803) 951-2288
Fax No. : (803) 951-2118 DB# 12

Sold To:

Ship To:

AHMAD MAZLOO DBA
ARM QUALITY BUILDERS
125 SWEET MELODY LN
LEXINGTON, SC 29073-7077

CHAPIN

Customer Number	Customer Purchase Order	Deliveryman	Type Shipment	Ship Via	Date Shipped
00646-000399	CHAPIN	010-PALMETTO WINNE	Stock		2/16/17

THANKS FOR MAKING US YOUR CHOICE FOR YOUR PLUMBING NEEDS.

Units Ordered	U/M	Item Description	Units Shipped	B/C	Price	Per	Discount	Extended	Tax
6	EA	0650698 WP19P-08 1/2C ELL	6		.5800		.00	3.48	T
2	EA	0650669 WP27P-12 3/4C TEST PLUG	2		.4300		.00	.86	T
8	EA	0650823 WP19P-1212 3/4CX3/4C ELL	8		.8600		.00	6.88	T
6	EA	0650671 WP19P-080812 1/2X1/2X3/4C TEE	6		1.0700		.00	6.42	T
25	EA	0650697 WP27P-08 1/2C TEST PLUG	25		.2900		.00	7.25	T
1	EA	0650822 PC-609 2X60YD BLK DUCT TAPE	1		8.2800		.00	8.28	T
10	EA	JONES STEPHENS #T20-023 103-18 3/4-1 HOLDRITE STRAP	10		3.1900		.00	31.90	T
12	EA	USES 704 TURNOUT & 104/105 INS SS2X6 2X6 18GA SGL STUD SNOW	12		2.6300		.00	31.56	T
20	EA	S33-021 SP616100 1-1/2X6 SLFMAILSTUDG	20		.2300		.00	4.60	T
17	EA	704 PEKRITE BEND SUPP 3/8-1/2	17		1.4800		.00	25.16	T
10	EA	T35-001 1-1/2" PVC TEST CAP	10		.7200		.00	7.20	T
1	EA	T35-003 3" PVC TEST CAP	1		.7600		.00	.76	T
4	EA	1/2 BRZ 125 CAP	4		3.2000		.00	12.80	T
5	EA	72300F 1/2CPLG PEX X FIP LF	5		1.8400		.00	9.20	T
5	EA	105244-LF 72101P 1/2FIP X PEX DRP EAR LF	5		3.7500		.00	18.75	T
10	EA	102344-LF 550-PB2 1/2 CTS BEND SUPPORT	10		.8900		.00	8.90	T
1	EA	617 1/2 COPPER END CAP	1		.5200		.00	.52	T
1	EA	707-3-5 1/2 CXFIP DROP ELL	1		5.3200		.00	5.32	T
4	EA	3 PVCDWV COUPLING	4		1.8700		.00	7.48	T
2	EA	2 PVCDWV COUPLING	2		.5500		.00	1.10	T
2	EA	1-1/2 PVCDWV COUPLING	2		.4300		.00	.86	T
4	EA	3 PVCDWV FTG CO +PLUG	4		5.2500		.00	21.00	T
1	EA	2 PVCDWV FTG CO +PLUG	1		2.9800		.00	2.98	T
4	EA	2 PVCDWV HXHXH WYE	4		2.6100		.00	10.44	T
6	EA	3 PVCDWV HXHXH WYE	6		7.0200		.00	42.12	T
10	EA	1-1/2 PVCDWV HXHXH 90 ELL	10		.8400		.00	8.40	T

Notes: Monthly Service Charge May Be Applied To Past Invoices.

Tax Area ID:	Not Sales	
	Freight	
State Tax &	State Tax	
Local Tax &	Local Tax	
	Invoice Amount	

CONTINUED ON NEXT PAGE.....

Winsupply

Remit To:

Winsupply

WINSUPPLY LEXINGTON SC CO.
PO BOX 931319
ATLANTA, GA 31193-1319

Page	Date Printed	Invoice No.
1	2/16/17	337012 00

To Reorder Contact Us At
Phone No. : (803) 951-2268
Fax No. : (803) 951-2118 DB# 12

Sold To:

Ship To:

AHMAD MAZLOO DBA
ARM QUALITY BUILDERS
128 SWEET MELODY LN
LEXINGTON, SC 29073-7077

CHAPIN

Customer Number	Customer Purchase Order	Salesman	Type Shipment	Ship Via	Date Shipped
00646-000399	CHAPIN	010-PALMETTO WINNE	Stock		2/16/17

THANKS FOR MAKING US YOUR CHOICE FOR YOUR PLUMBING NEEDS.

Units Ordered	U/M	Item Description	Units shipped	n/c	Price	Per	Discount	Extended	Tax
2	EA	1-1/2 PVC DWV FTGXH 22 ST ELL	2		3.4200		.00	6.84	T
2	EA	1-1/2 PVC DWV HXH 22-1/2 ELL	2		1.2000		.00	2.40	T
1	EA	2X1-1/2 PVC DWV COUPLING	1		1.2000		.00	1.20	T
4	EA	1-1/2 PVC DWV HXH 45 ELL	4		.8200		.00	3.28	T
4	EA	1-1/2 PVC DWV FTGXH 45 ST ELL	4		.8600		.00	3.44	T
2	EA	43816 4X3 PVC 45 SWVL CLST FLG	2		9.8500		.00	19.70	T
3	EA	883-PT 3X4 PVC TKO CLOSET FL	3		2.5800		.00	7.74	T
3	EA	3X3X2 PVC DWV HXH HX WYE	3		5.2000		.00	15.60	T
2	EA	3X3X2 PVC DWV SAN TEE	2		4.6100		.00	9.22	T
1	EA	3X2 PVC DWV CROSS	1		11.3000		.00	11.30	T
6	EA	3 PVC DWV HXH 45 ELL	6		3.4500		.00	20.70	T
8	EA	3 PVC DWV FTGXH 45 ST ELL	8		3.2700		.00	26.16	T
2	EA	3 PVC DWV HXH 22-1/2 ELL	2		3.7000		.00	7.40	T
1	EA	2 PVC P-TRAP HXH SOLV WELD	1		3.7600		.00	3.76	T
1	EA	1-1/2 PVC P-TRAP HXH SOLV WELD	1		2.7900		.00	2.79	T
2	EA	3 PVC DWV FTGXH 22 ST ELL	2		5.7400		.00	11.48	T
1	EA	1-1/2 PVC DWV HXH HX SAN TEE	1		1.4500		.00	1.45	T
2	EA	2X1-1/2 PVC DWV CROSS	2		3.4100		.00	6.82	T
3	EA	2X1-1/2X1-1/2 PVC DWV SAN TEE	3		1.8900		.00	5.67	T
2	EA	2 PVC DWV HXH HX SAN TEE	2		2.1400		.00	4.28	T
10	EA	2 PVC DWV FTGXH 45 ST ELL	10		1.2500		.00	12.50	T
12	EA	2 PVC DWV HXH 45 ELL	12		1.1700		.00	14.04	T
2	EA	2 PVC DWV HXH 22-1/2 ELL	2		1.4900		.00	2.98	T
2	EA	2 PVC DWV FTGXH 22 ST ELL	2		3.6500		.00	7.30	T
14	EA	2 PVC DWV HXH 90 ELL	14		1.3200		.00	18.48	T

****OUR REMIT ADDRESS HAS CHANGED. EFFECTIVE IMMEDIATELY PLEASE REMIT ALL PAYMENTS TO PO BOX 931319 ATLANTA, GA 31193-1319****

All of us at Palmetto Winnelson are truly grateful for your business.

Terms: Monthly Service Charge may be Applied To Past Due Accounts.
NET 15TH

Pay full balance by 3/15/17

Tax Area ID:	Net Sales	829.21
SC - 410630000	Freight	.00
State Tax @ 4.000	State Tax	33.27
Local Tax @ 1.000	Local Tax	8.87
	Invoice Amount	1,069.16

Winsupply

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. For inquiries please call (803) 951-2268.
T&C: You agree that the sale of these products/services is subject to all of our standard terms and conditions of sale located at www.winsupplyinc.com/ctsale.

ARM126

INVOICE/CLIP - Lower Invoice

STATE OF SOUTH CAROLINA)
COUNTY OF LEXINGTON)

IN THE COURT OF COMMON PLEAS
FOR THE ELEVENTH JUDICIAL CIRCUIT

ARM Quality Builders LLC d/b/a)
ARM Quality Builders,)
Plaintiff,)

Civil Action No.: 2017-CP-32-02204

-vs-

AFFIDAVIT OF PROCESS SERVER

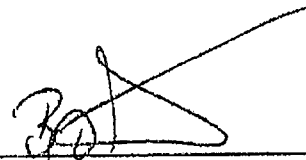
Joseph A. Golson and Lycia B. Golson, and)
Branch Banking and Trust Company, LLC)
Defendants.)

The undersigned Brian Setree with Setree Investigations, being sworn, deposes and says:

1. I was the process server that provided the attached Affidavit of Service on attempted personal service of Joseph A. Golson and Lycia B. Golson at the address of 207 Libby Ariail Lane ;

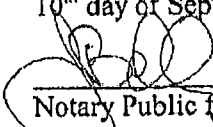
2. Having found the Golsons not present at the time of service on the second trip to 207 Libby Ariail Lane (May 19, 2017), I posted the Notice of Mechanic's Lien and ancillary documents described in the Affidavit of Service on the front door of the house by taping those items to the door.

FURTHER, deponent sayeth not.



Brian Setree, Process Server
Setree Investigations

Sworn to before me this:
10th day of September, 2018



Notary Public for South Carolina

Print Name: Ja. Bell

My Commission Expires: 7-29-20

1 Q. Okay. And so was any objection to any --
2 any objection to any disbursement while the
3 disbursements were being made by the bank?

4 A. No.

5 Q. So you knew the money was being paid to
6 Mr. Mazloom?

7 A. Yes.

8 Q. And no question was raised about any work
9 that was being done on the house during that time
10 frame of disbursements?

11 A. Correct.

12 Q. Okay. At the time when the final
13 disbursement was made by the bank to Mr. Mazloom,
14 were you satisfied with his work?

15 A. That is -- yes.

16 Q. Okay. When did y'all move into the house? ✓

17 A. In 2017.

18 Q. Do you have a memory of what month it was?

19 A. Well, it's an odd story. It took a long
20 time. We finally actually were able to sleep in
21 there sort of --

22 Q. Say that again. I apologize. I didn't
23 hear what you just said.

24 A. I said we -- anyway, we moved in the house
25 2017.

1 Q. Moved in 2017?

2 A. It was finished, yes --

3 Q. Yeah.

4 A. -- when we were allowed to do it.

5 Q. What does that mean?

6 A. Well, we had to get a certificate of
7 occupancy.

8 Q. Sure. You know about what month that was,
9 not the certificate of occupancy, but the month you
10 moved in in 2017?

11 A. January.

12 Q. Of 2018?

13 A. No. We went -- building was -- no, it was
14 2017.

15 Q. Okay.

16 A. 20 -- no.

17 Q. If you finished the house in 2017, I was
18 looking for the date you think you moved -- the
19 month you moved into the house if you moved in in
20 2017.

21 A. Well, became -- from December 16th -- I
22 mean, December 31st, November -- I mean, year 2016,
23 the house was completed after that and now we're in
24 2017 --

25 Q. Yeah.

COUNTY OF LEXINGTON, SOUTH CAROLINA

Current Tax Year					Previous Tax Year				
Classification	Acres/Lots	Taxable Value	X Ratio	= Assessment	Acres/Lots	Taxable Value	X Ratio	= Assessment	
Owner Occupied	1	172,346	.04	6,890	1	212,275	.04	8,490	
Other Property		0		0		0		0	
Market Value Ag.		0		0		0		0	
Use Value Ag.		0		0		0		0	

Owner Name: GOLSON, JOSEPH A & LYCIA B
 Mailing Address: PO BOX 296
 December 31, 2016 Owner: GOLSON, JOSEPH A & LYCIA B
 Legal Description: LAKE POINT LOT 32 BLK A
 Legal Description Cont: 207 LIBBY ARIAIL LN
 Property Location: 207 LIBBY ARIAIL LN

Bill Number: 2017-091475-107
 TMS Number: 001630-02-030
 Tax Year: 2017
 Tax District: School District Five
 Property Type: Real Estate
 Legal Residence: Yes

Current Tax Year						Previous Tax Year					
2017 Assessment: 6,890 Homestead Assessment: 0 Tax Relief: 0						2016 Assessment: 6,890 H/S: 0 Tax Relief: 0					
Taxing Agency	2017 Millage	2017 Taxes	Homestead Exempt	Tax Credits	Net Taxes	2016 Millage	2016 Taxes	Homestead Exempt	Tax Credits	Net Taxes	
SCHOOL											
School 5 Operations	285.900	1,770.04	0.00	0.00	1,770.04	285.900	1,770.04	0.00	0.00	1,770.04	
School Tax Credit	0.000	0.00	0.00	-1,770.04	-1,770.04	0.000	0.00	0.00	-1,770.04	-1,770.04	
School 5 Bonds	14.300	877.57	0.00	0.00	877.57	14.300	877.57	0.00	0.00	877.57	
Subtotal School	311.700	2,147.61	0.00	-2,016.78	130.83	311.700	2,147.61	0.00	-2,016.78	130.83	
Percent Of Total Bill	11.81%				13.67%	11.81%				13.67%	
COORPS											
County Ordinary	24.106	166.64	0.00	0.00	166.64	24.106	166.64	0.00	0.00	166.64	
Law Enforcement	33.503	230.84	0.00	0.00	230.84	33.503	230.84	0.00	0.00	230.84	
Fire Service Operation	18.043	131.21	0.00	0.00	131.21	18.043	131.21	0.00	0.00	131.21	
Indigent Care	0.500	3.48	0.00	0.00	3.48	0.500	3.48	0.00	0.00	3.48	
Library Operations	4.180	29.50	0.00	0.00	29.50	4.180	29.50	0.00	0.00	29.50	
Solid Waste	7.877	54.27	0.00	0.00	54.27	7.877	54.27	0.00	0.00	54.27	
County Water & Sewer	3.400	23.43	0.00	0.00	23.43	3.400	23.43	0.00	0.00	23.43	
Subtotal County	84.869	608.42	0.00	0.00	608.42	84.869	608.42	0.00	0.00	608.42	
Percent Of Total Bill	21.05%				67.15%	21.05%				67.15%	
AGENCY											
Temp/Chapin Res Ops	13.354	92.03	0.00	0.00	92.03	13.354	92.03	0.00	0.00	92.03	
Temp/Chapin Res Bonds	7.250	49.80	0.00	0.00	49.80	7.250	49.80	0.00	0.00	49.80	
Midland Tech Operation	2.955	20.37	0.00	0.00	20.37	2.955	20.37	0.00	0.00	20.37	
Midland Tech Capital	1.397	9.23	0.00	0.00	9.23	1.397	9.23	0.00	0.00	9.23	
Riverside Park Capital	1.000	6.80	0.00	0.00	6.80	1.000	6.80	0.00	0.00	6.80	
Riverside Park Oper.	1.088	7.40	0.00	0.00	7.40	1.088	7.40	0.00	0.00	7.40	
Subtotal Agency	27.048	186.35	0.00	0.00	186.35	27.048	186.35	0.00	0.00	186.35	
Percent Of Total Bill	6.24%				18.18%	6.24%				18.18%	
GRAND TOTALS	423.474	2,906.30	0.00	-2,016.78	889.52	423.474	2,906.30	0.00	-2,016.78	889.52	

A mortgage company and/or tax service has requested and been provided with your property tax information.

You may qualify for the Homestead Exemption if you meet any one of the following requirements: Over age 55, certified as 100% disabled or certified as legally blind. Property must be the full time legal residence of applicant and applicant must have been a SC resident for one full calendar year. For more information, visit us at www.lex-co.sc.gov/auditor or contact the Lexington County Auditor's Office at (803) 785-8181.

Credit card payments are accepted at the counter and online at www.lex-co.sc.gov. Electronic checks accepted online only. Convenience fees apply to all tax payments made with a credit card or electronic check.

Detach Here

Detach Here

Rev: 1 16/11/2017
 Printed: 09/10/2018

COUNTY OF LEXINGTON, SOUTH CAROLINA

OFFICIAL RECEIPT UPON VALIDATION

Bill Number 2017-091475-107

Pay This Amount

TMS #: 001630-02-030
 Type: Real Estate
 Tax Year: 2017
 District: School District Five
 Description: LAKE POINT LOT 32 BLK A
 Description Cont:
 Land: 6,270
 Improvement: 620
 Total Assessment: 6,890
 L/R: Yes H/S: No

Due Date for Payment: 01/16/2018	971.60
3% Penalty from 01/31/2018 thru 02/01/2018	1,000.76
10% Penalty from 02/02/2018 thru 03/16/2018	1,068.76
15% Penalty & Cost from 03/17/2018 thru 04/30/2018	1,247.34
Additional Execution Cost After 04/30/2018	1,167.34
Additional Execution Cost After 07/31/2018	1,217.34

Bill Sent To Mortgage Company. Verify With Lender Before Making Payment. If No Escrow, You Must Pay This Bill.

Return this portion with payment and make checks payable to: County of Lexington

GOLSON, JOSEPH A & LYCIA B
 PO BOX 296
 CHAPIN SC 29036-7332

PAID

Paid on: 12/13/2017
 Amount Paid: 971.60

1709147510700000971601801160000100075180201000010687618031600001147343

SECTION 15-67-30. Propriety of service by publication; personal service out of State shall be sufficient.

When any action is commenced to determine adverse claims, publication of the summons may be made and service upon parties outside of the State and unknown claimants obtained in the following manner. When the sheriff of the county in which the action is brought shall have duly determined that the defendant cannot be found therein, and an affidavit of the plaintiff or his attorney shall have been filed with the clerk stating that a cause of action exists to determine adverse claims to certain property within the county, and that he believes the defendant or defendants, naming them, is not a resident of the State or cannot be found therein and either (a) that he has mailed a copy of the summons, by registered mail, to the defendant at his place of residence or (b) that such residence is not known to him, service of the summons may be made upon the defendant by three weeks' public notice thereof in the manner provided by law for publication of summons in civil actions. Personal service of such summons without the State, made after order for publication, proved by the affidavit of the person making such service made before an authorized officer having a seal, shall have the same effect as the publication of the summons herein provided.

HISTORY: 1982 Code Section 10-2403; 1952 Code Section 10-2403; 1942 Code Section 879; 1932 Code Section 879; Civ. P. '22 Section 827; 1916 (29) 828.

Nicole Price

From: Randy Davis
Sent: Monday, April 3, 2017 11:08 AM
To: Nicole Price
Subject: FW: Golson v. Ahmad Mazloom and ARM Quality Builders

From: Wade Mullins [<mailto:wmullins@brunerpowell.com>]
Sent: Saturday, April 01, 2017 11:29 AM
To: Randy Davis
Subject: Golson v. Ahmad Mazloom and ARM Quality Builders

Randy - I represent the Golsons in connection with the Cost-Plus a Fee Contract that your client entered into with the Golsons. I was out of town last week. I had drafted a letter to your client but when I heard that you had forwarded a letter to the Golsons I asked my office to hold the letter. I understand that your client is claiming that he is due \$55,085.52 for the Project. I have had an opportunity to review this matter with my clients. They have become concerned with the means and methods in which the billing has occurred in this case. I understand their concerns and believe they are well-founded. These concerns continue to exist primarily as a result of the lack of information relating to the costs on this project. As I am sure you would agree, in a cost plus a fee contract structure, it is important for the contractor to maintain good records to support its claim for costs incurred in connection with the project. It is also customary and we are hereby requesting a complete accounting of all costs associated with this project. The information provided thus far is insufficient. I can assure you that my clients would like to resolve this matter amicably. However, they will not be in a position to respond in any way to the claim for additional monies due until such time as a complete accounting has been provided. I am happy to discuss this matter further with you next week to clarify any questions that you may have. I look forward to working through this with you to a mutually acceptable resolution. Wade

E. Wade Mullins III

BRUNERPOWELL

BRUNER, POWELL, WALL & MULLINS, LLC
P.O. Box 61110 (29260-1110)
1735 St. Julian Place, Suite 200
Columbia, SC 29204
(office) 803-252-7693
(fax) 803-254-5719
www.brunerpowell.com

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Nicole Price

From: Nicole Price
Sent: Friday, April 7, 2017 10:31 AM
To: wmullins@brunerpowell.com
Cc: ahmadmazloom45@yahoo.com
Subject: Golson - ARM Quality Builders

Confirming my telephone message yesterday, I can have Mr. Mazloom's file here showing in the invoices and payment records for your or paralegal review. Please advise if you wish to review these documents. Just for your information, one of your clients had reviewed it previously but we certainly understand your desire for the review.

Yours very truly,

James Randall Davis

Davis | Frawley

Post Office Box 489 (29071)
140 East Main Street (29072)
Lexington, South Carolina
Tel: (803) 359-2512
Fax: (803) 359-7478
E-mail: nicole@oldcourthouse.com

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James Randall Davis
Patrick J. Frawley
Jeff M. Anderson
John J. McCauley
Carey M. Ayer
Ryan M. Wingard
Evan M. Gessner

Davis | Frawley^{LLC}

Attorneys at Law

Of Counsel
Robert K. Bouknight
George S. Nicholson, Jr.

Francis C. Jones
(1919 - 1968)
Hubert E. Long
(1921 - 2000)

Since 1961

Member American Board of Trial Advocates
A Certified Circuit Court Mediator

April 17, 2017

VIA HAND DELIVERY

E. Wade Mullins, Esquire
1735 St. Julian Place, Suite 200
Columbia, SC 29204

RE: Joseph A. and Lycia B. Golson
Our File No.: 30909

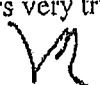
Dear Wade:

Enclosed, please find a copy of invoices and checks on the transaction that my client had with your clients. There is a summary sheet on the front page. Please review the invoices and checks and give me a call.

Also, I need to protect Mr. Mazloom in regards to a Notice of Mechanic's Lien on this property.

We hope to hear from you before the end of the month.

Yours very truly,


James Randall Davis

cc: Ahmad Mazloom

Old Courthouse Place | 140 East Main Street | Post Office Box 489
Lexington, South Carolina 29071-0489
Telephone: (803) 359-2512 | Facsimile: (803) 359-7476 | www.oldcourthouse.com

Nicole Price

From: Nicole Price
Sent: Thursday, April 27, 2017 3:08 PM
To: wmullins@brunerpowell.com
Subject: Golson - ARM Quality Builders

My client called and I am just checking on the status of this matter. Please let me know. Thanks.

Yours very truly,

James Randall Davis

Davis | Frawley

Post Office Box 489 (29071)
140 East Main Street (29072)
Lexington, South Carolina
Tel: (803) 359-2512
Fax: (803) 359-7478
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From: Nicole Price
Sent: Friday, April 07, 2017 10:31 AM
To: 'wmullins@brunerpowell.com'
Cc: 'ahmadmazloom45@yahoo.com'
Subject: Golson - ARM Quality Builders

Confirming my telephone message yesterday, I can have Mr. Mazloom's file here showing in the invoices and payment records for your or paralegal review. Please advise if you wish to review these documents. Just for your information, one of your clients had reviewed it previously but we certainly understand your desire for the review.

Yours very truly,

James Randall Davis

Davis | Frawley

Post Office Box 489 (29071)
140 East Main Street (29072)
Lexington, South Carolina
Tel: (803) 359-2512

Nicole Price

From: Nicole Price
Sent: Monday, May 15, 2017 12:26 PM
To: wnullins@brunerpowell.com
Subject: Mechanic's Lien - Golson
Attachments: 2017_05_12_08_34_20.pdf

Please see the attached which was filed Thursday.

Sincerely,
Nicole T. Price
Nicole T. Price
Paralegal

Davis|Frawley

Post Office Box 489 (29071)
140 East Main Street (29072)
Lexington, South Carolina
Tel: (803) 359-2512
Fax: (803) 359-7478
E-mail: nicole@oldcourthouse.com

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COPY

2017022169 FILED, RECORDED, INDEXED
05/11/2017 16:48:20:787
REC FEE: \$11.00 ST FEE: \$8.00
CO FEE: \$8.00 Pages: 5
Lexington County R.O.D. Tina Guerry
MECHANICS LIEN BR:Pg 191991295

STATE OF SOUTH CAROLINA)

COUNTY OF LEXINGTON)

ARM Quality Builders LLC d/b/a)
ARM Quality Builders,)

Claimant,)

v.)

Joseph A. Golson and)
Lycia B. Golson,)

Defendants.)

NOTICE OF CERTIFICATE OF
MECHANIC'S LIEN

NOTICE IS HEREBY GIVEN, that ARM Quality Builders LLC d/b/a ARM Quality Builders ("Claimant") is due the principal sum of Fifty-five Thousand Eighty-five and 52/100 (\$55,085.52) Dollars from Joseph A. Golson and Lycia B. Golson, as more fully shown on the attached Statement of Account which is made a party of this Notice and Certificate of Mechanic's Lien as *Exhibit A*, together with interest and attorney's fees as allowed by law.

That said debt is due Claimant for labor performed or furnished, and/or for materials furnished for improvements to the real estate hereinafter described, by virtue of an agreement with, or by consent of Joseph A. Golson and Lycia B. Golson, the owner thereof, or an entity or person(s) authorized by, or rightfully acting for, said owner. That Claimant would show that less than ninety (90) days have elapsed since the last date that labor was performed or furnished and/or materials were furnished on the premises.

That by virtue thereof, by the service and filing of this Notice and Certificate, and pursuant to the provisions of applicable law, Claimant has and claims a lien to secure the payment of the debt so due, together with interest, attorney's fees, and the costs of enforcing said lien upon the following described real estate and all improvements thereon:

See attached Exhibit B

SC License Number of Claimant is 14040.

The foregoing is true to the knowledge of the undersigned on behalf of Claimant.

DAVIS FRAWLEY, LLC

By: _____

James Randall Davis
140 East Main Street
Post Office Box 489
Lexington, South Carolina 29072
Phone No.: (803) 359-2512

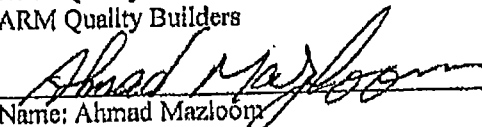
Lexington, South Carolina

May 4, 2017

STATE OF SOUTH CAROLINA)
COUNTY OF LEXINGTON) VERIFICATION

PERSONALLY appeared before me the undersigned, who, being first duly sworn, deposes and says that he is the authorized agent and owner of ARM Quality Builders LLC d/b/a ARM Quality Builders, the Plaintiff in the foregoing action, and is authorized to make this Affidavit on behalf of said company; that he is familiar with the account forming the basis for the within action and has read the foregoing Notice of Mechanic's Lien and Statement of Account; that all of the matters alleged therein are true of his own knowledge except for those alleged upon opinion and belief, and as to those, he believes them to be true and that no part of said sum due has been paid by discount or otherwise.

ARM Quality Builders LLC d/b/a
ARM Quality Builders


Name: Ahmad Mazloom

SWORN to before me this 4th
day of May, 2017.

 (L.S.)
Notary Public of South Carolina
My commission expires: 2-2-23

JAMES RANDALL DAVIS
NOTARY PUBLIC
SOUTH CAROLINA
MY COMMISSION EXPIRES
JANUARY 22, 2023

CO
EXHIBIT A

207 Libby Arlail Lane, Chapin, SC

Construction Cost \$ 388,998.66

Paid by Joe & Lycia.....\$ 18,247.05

Arm Quality Builders 15% \$ 61,086.86

Total Construction Cost \$ 468,332.57

Received From BB&T & Joe and Lycia..... \$ 413,247.05

Amount Owed to Arm Quality Builders..... \$ 55,085.52

Heated Area 2,558 sq. ft.

Garage/Storage.....662 sq. ft.

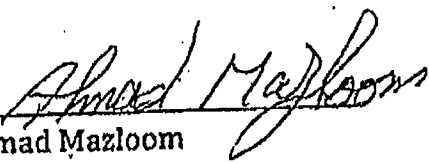
Back Porch.....225 sq. ft.

Front & Side Porch.....105 sq. ft.

Total Square Feet Under Roof.....3,325 sq. ft.

Cost Per Square Foot..... \$ 135.20 sq. ft.

Builder warranties this house fully for the period of one year. The heating and air is warrantied for one year labor and 10 years, parts only by the manufacturer.


Ahmad Mazloom
ARM Quality Builders

February 11, 2017

COPY

EXHIBIT B

All that certain piece, parcel or lot or tract of land, with any improvements thereon, lying, being and situate on the Waters of Lake Murray, on the Northern side of a 30-foot street, near the Town of Hilton, in the County of Lexington, State of South Carolina, in the School District No. 5 the same being designated as LOT NUMBER THIRTY-TWO (32) in BLOCK "A" on a Plat of "Lake Point" made by William Wingfield, Reg., Surveyor, dated March 18, 1960, and recorded in the Office of the ROD in Lexington County in Plat Book 47-G at Page 74, and bounded as follows: On the North by Lake Murray, measuring thereon in the aggregate Ninety-Four and 4/10 (94.4') feet; on the East by lot 31, Block "A", measuring thereon One Hundred Twenty (120.0') feet; on the South by said 30-foot Street, measuring thereon One Hundred Thirty (130') feet; and on the West by Lot 33, Block "A", measuring thereon One Hundred Sixty-Four and 1/10 (164.1') feet; be all measurements a little more or less.

DERIVATION: This being the property conveyed to Joseph A. Golson and Lycia B. Golson by Deed of Joseph A. Golson dated April 15, 2016, and recorded in the Office of the Register of Deeds for Lexington County, South Carolina on April 19, 2016 in Book 18312 at Page 225.

TMS # 001630-02-030

20170221/0 FILED, RECORDED, INDEXED
05/11/2017 16:40:20:033
REC FEE: \$0.00 ST FEE: \$0.00
CO FEE: \$0.00 Pages: 1
Lexington County R.O.B. Tina Querry
MECHANICS LIEN AFFIDAVIT Bk:Pg 19199:300

COPY

STATE OF SOUTH CAROLINA
COUNTY OF LEXINGTON

ARM Quality Builders LLC d/b/a
ARM Quality Builders,
Claimant

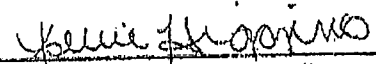
Vs.

Joseph A. Golson and
Lydia B. Golson,
Defendants

Affidavit Of Non- Service

PERSONALLY, PREPARED BEFORE ME, the undersigned deponent, who being duly sworn says that (s)he attempted to serve the Notice of Certificate of Mechanic's Lien, Verification, Exhibit A and Exhibit B in this action on Joseph A. Golson and Lydia B. Golson by delivery to said parties in Lexington, SC at 207 Libby Arlett Lane Chapin, South Carolina, on May 9, 2017 at 7:21p.m. o'clock; however was unsuccessful due to the residence being unoccupied.

Sworn to and Subscribed before me
this 11th day of May, 2017.


Notary Public for South Carolina

My Commission expires 8/31/19


Signature of Deponent

RULE 5**SERVICE AND FILING OF PLEADINGS AND OTHER PAPERS**

(a) Service: When Required. Unless otherwise ordered by the court because of numerous defendants or other reasons, all (1) written orders; (2) pleadings subsequent to the original summons and complaint, which includes answers, counterclaims, cross claims, replies and amended complaints; (3) written motions, other than ones which may be heard ex parte; (4) written notices; (5) discovery requests and responses; (6) appearances; (7) demands; (8) offers of judgment; (9) designations of record or case; (10) grounds or exceptions on appeal; and (11) other similar papers shall be served upon each of the parties of record. No service need be made on parties in default for failure to appear, except that pleadings asserting new or additional claims for relief against them shall be served upon them in the manner provided for serving of summons in Rule 4, and notice of any trial or hearing on unliquidated damages shall also be given to parties in default.

Note:

This Rule 5(a) is substantially the same as Federal Rule, and restates Code §§ 15-9-910 and 15-9-970 with no change in practice.

Note to 2005 Amendment:

This amendment to subsection (a) makes explicit that all major documents and papers, including, but not limited to, pleadings and amended pleadings, discovery requests and responses, motions and similar papers are to be served on every party of record. The amendment also adds the word "grounds" in subsection (a)(10).

(b)(1) Same: How Made. Whenever under these rules service is required or permitted to be made upon a party represented by an attorney the service shall be made upon the attorney unless service upon the party himself is ordered by the court. Service upon the attorney or upon a party shall be made by delivering a copy to him or by mailing it to him at his last known address or, if no address is known, by leaving it with the clerk of court. Delivery of a copy within this rule means: handing it to the attorney or to the party; or leaving it at his office with his clerk or other person in charge thereof; or, if there be no one in charge, leaving it in a conspicuous place therein; or, if the office is closed or the person to be served has no office, leaving a copy at his dwelling place or usual place of abode with some person of suitable age and discretion then residing therein. Service by mail is complete upon mailing of all pleadings and papers subsequent to service of the original summons and complaint.

(b)(2) Service on Sunday. Civil process may be served on Sundays, provided that no person may be served going to or from or attending a regularly or specially scheduled church or religious service on Sunday.

Note:

This Rule 5(b)(1) is the same as Federal Rule 5(b) and substantially restates Code §§ 15-9-920, 15-9-930, 15-9-980 and 15-9-990; with no resulting change in State practice. Rule 5(b)(2) is the same as Code § 15-9-1010, except permitting subpoenas to be served on Sunday.

Note to 2001 Amendment:

Rule 5(b)(2) is rewritten to reflect the enactment of S.C. Code Ann. § 15-9-17, 2000 S.C. Acts No. 360, which allows for the service of process on Sundays with the stated exceptions.

(b)(3) Service of Proposed Orders and Other Papers. Any party providing a proposed order, proposed findings of fact or conclusions of law, or proposed judgment or other paper to the court for its consideration in any pending matter shall serve the same on all counsel of record at the same time and

by the same means.

Note to 1994 Amendment:

Rule 5(b)(3) clarifies the intent of Rule 5(a) and requires that proposed orders, findings of fact and conclusions of law and other materials provided to the court are to be served on all counsel of record. The material is to be provided to all other counsel at the same time and by the same means as they are provided to the court. Thus opposing counsel will have the opportunity to review and comment on the proposed order before it is signed. The rule does not require the court to delay entering any proposed order.

(c) Same: Numerous Defendants. In any action in which there are unusually large numbers of defendants, the court, upon motion or of its own initiative, may order that service of the pleadings of the defendants and replies thereto need not be made as between the defendants and that any cross-claim, counterclaim, or matter constituting an avoidance or affirmative defense contained therein shall be deemed to be denied or avoided by all other parties and that the filing of any such pleadings and service thereof upon the plaintiff constitutes due notice of it to the parties. A copy of every such order shall be served upon the parties in such manner and form as the court directs.

Note:

This Rule 5(c) is the same as the Federal Rule. It has no parallel in State practice, but is a needed addition.

(d) Filing. All papers required to be served upon a party except as provided in Rule 26(g)(1), shall be filed with the court within five (5) days after service thereof. The summons and complaint shall be filed before service. Proof of service shall be filed within ten (10) days after service of the summons and complaint. Upon failure to serve the summons and complaint, the action may be dismissed by the court on the court's own initiative or upon application of any party. Upon failure of a party to file other pleadings, motions, or papers, the court may permit filing or proceed as though the same had not been served.

Note:

This Rule 5(d) encompasses present Circuit Rule 68 and former Rule 75, as well as Code § 15-9-1000. It is a more concise statement, and provides more specific sanctions in the court's discretion.

Note to 1993 Amendment:

Rule 5(d) was amended to add language permitting the court to dismiss an action on its own initiative if it has been filed but not served upon the defendant. The prior rule required a motion by a party.

(e) Filing With the Court Defined. The filing of pleadings and other papers with the court as required by these rules shall be made by filing them with the clerk of the court, except that the judge may permit the papers to be filed with him, in which event he shall note thereon the filing date and forthwith transmit them to the office of the clerk. Upon any trial or hearing, the clerk shall furnish the original record in the action to the judge, who shall return same to the clerk immediately upon completion of such trial or hearing. Copies of the record may be furnished instead of the original by permission of the judge. Upon change of venue the original record shall be transferred to the clerk of court to which the action is transferred.

Note:

This Rule 5(e) is the same as the Federal Rule. It restates and clarifies present Circuit Rules 32 and 67.

Last amended by order dated April 27, 2005

Ahmad Mazloom
Licensed Builder

Tel. (803) 513-8352
Fax (803) 359-6065

STATE OF SOUTH CAROLINA)
)
COUNTY OF LEXINGTON)

CONTRACT TO BUILD

AGREEMENT made this 29th day of February 2016, between Ahmad Mazloom (ARM Quality Builders), hereinafter "Builder" and Joseph Aaron Golson and Lycia B. Golson, hereinafter "Homeowners".

1. Builder agrees to build a residential home for the above Homeowners according to plans and specifications on property located in Lexington County, South Carolina and described as Lot #32 (207 Libby Ariall Lane, Chapin, SC 29036), subject to all easements and covenants of record (provided they do not make the title marketable) and to all governmental statutes, ordinances, rules and regulations.
2. The Homeowners agree to pay \$395,000.00 to Builder for the aforementioned residential home. Builder agrees to construct the dwelling in a workmanlike manner. Builder also agrees to supervise construction. The Builder shall order all materials, labor, public water, septic tank, tools, equipment, light power, transportation and other facilities necessary for the execution and completion of the work. Said price does not include landscaping. The Builder may substitute materials of equal or greater quality than specified or of good quality if availability of materials is limited by national shortage or governmental control.
3. Upon signing this agreement and following the acquisition of said lot, construction of the residential home will commence. After construction begins, it is to be completed within 180 days of start-up unless construction is delayed through no fault of the builder, including but not limited to strikes, accidents, weather conditions, or delays beyond the control of the builder.
4. The Homeowners shall at all times have access to the property and the right to inspect the work provided that no subcontractors are working on the premises.

ARM007

Homeowner accepts full responsibility for any injuries should they occur while on construction site and not hold Builder responsible for such injuries.

5. Distribution of funds will be according to BB&T's documented schedule.

6. Builder offers full warranty for one year after occupancy begins. (i.e. appliances, heating/air, electrical, plumbing, vinyl, etc.)

7. Before occupancy begins, Homeowners and Builder will have a walk-thru whereby any items needing attention before occupancy occurs must be completed.

8. The stipulations aforesaid are to apply to and bind the heirs, executors, administrators, successors, and assigns of the respective parties.

WITNESS the parties hereby by their hands and seals the day and year first written.

In the presence of:

Baki M. G. /w
WITNESS AS TO HOMEOWNER

Baki M. G. /w
WITNESS AS TO HOMEOWNER

Ahmad Mazloom
WITNESS AS TO BUILDER

Joseph Aaron Golson
Joseph Aaron Golson

Lycia B. Golson
Lycia B. Golson

Ahmad Mazloom
Ahmad Mazloom (ARM Quality Builders)

CONTRACT FOR SERVICES

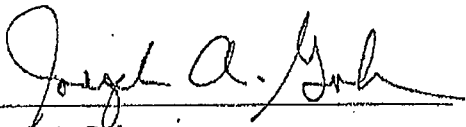
This Contract for Services is made effective as of February 29, 2016 by and between Joseph A. Golson and Lycia B. Golson, of 624 Rockwood Rd., Columbia, SC 29209 and Ahmad Mazloom (ARM Quality Builders) of 117 Cannon Trail Ct., Lexington, SC 29073.

1. DESCRIPTION OF SERVICES. Beginning upon availability of funds, Ahmad Mazloom of ARM Quality Builders will provide to Joseph and Lycia Golson the following services:

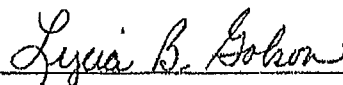
Building the residential home on Lot 32, 207 Libby Arlail Lane, Chapin, SC 29036 according to plan specifications in a timely manner. Home to be completed within 180 days of start-up unless construction is delayed through no fault of the builder, including but not limited to strikes, accidents, weather conditions, or delays beyond the control of the builder. Builder will construct said home at cost. Builder's fee will be 15% of the cost to build said house. A joint checking account will be opened in a designated bank with accessibility to the Builder. Builder will use said account to purchase building materials, labor, permits, etc. to complete construction.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

Service Recipients:

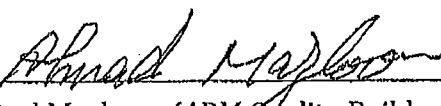


Joseph A. Golson



Lycia B. Golson

Service Provider:


Ahmad Mazloom (ARM Quality Builders)

287 S.C. 346 (1985)
338 S.E.2d 631

SENTRY ENGINEERING AND CONSTRUCTION, INC., Respondent,

v.

MARINER'S CAY DEVELOPMENT CORPORATION, Eastern Indemnity Company of Maryland, Jim Oswald, David Hartley, Tri-State Coatings, Inc., and Ben Peters Brick, Inc., Of Whom Mariner's Cay Development Corporation and Eastern Indemnity Company of Maryland are Appellants.

MARINER'S CAY DEVELOPMENT CORPORATION, Appellant,

v.

SENTRY ENGINEERING & CONSTRUCTION CO., INC.; Rightway Drywall; Jim Oswald, d/b/a Oswald Wholesale Lumber; Tri-State Coating, Inc.; Sandpiper Utilities, Inc.; O'Dea Construction; Lakewood Construction Co.; Laverne Locklair; David Holland; Miles Gantt & John Gray Construction Co.; Fiberglass Insulators; Atlas Electric Co.; James M. Babcock; American Equipment Company, Inc.; K & S Construction Company, Inc., Lawrence D. Kay; Landscaping & Design, Inc., d/b/a Garden Center, Inc.; Bill Mitchell; Ben Peters Brick, Inc.; Rhodes-Buck Building Supply, Inc.; Spartanburg Screens; McKinney Wholesale Plymart; Wickes Lumber; Wickes-Component Division; Charleston Lumber; C & S Door; McCoy Lumber; Interior Stairs; Miami-Carey-Fidelity; Pennco Windows; General Electric; Boro Wood Products; Hertz Rentals; Limehouse Crane Rentals; M & M Oil Co.; Renfrow Distributors Sani-Serva; Dorothy Clifton; O. L. Thompson Construction Company; Jennings Concrete Company; Mike Carroll; Henry Summers; Max Dupree; Carolina Carpets; Southeastern Lightweight Concrete Products; Good Earth Landscaping; Eden Roofing; Rast — T.V.; Boston Charleston; Sanders Brothers; Meeco Marina; Southeastern Marble; Delph Context; M & M Plumbing, Inc.; John Strickland; Swimming Pools of Spartanburg, Inc.; and Southern Fence Company, Inc., d/b/a Lowcountry Fence Company, Of Whom Sentry Engineering and Construction Co., Inc. is Respondent.

22423

Supreme Court of South Carolina.

Heard September 23, 1985.
Decided December 11, 1985.

348 *347 *348 *Frank S. Potts of Lewis, Lewis, Bruce & Truslow, Columbia, for appellants.*

Henry W. Brown of Quinn, Brown, Stanton & Boyle, Columbia, for respondent.

Heard Sept. 23, 1985.

Decided Dec. 11, 1985.

CHANDLER, Justice:

This action arises out of a breach of contract for condominium construction.

We affirm.

Appellant-Developer (MCDC) and Respondent-Builder (Sentry) executed a "Standard Form of Agreement Between Owner and Contractor" (Base Agreement) providing for the cost of construction. Concurrently, the parties executed a separate document entitled "Agreement for Profit and Overhead" (Side Agreement) for additional compensation above construction cost.

As the project neared completion, Sentry became concerned about payment. It filed a mechanic's lien for balances due under both Agreements and for change orders, to which MCDC filed an appropriate bond with Appellant Eastern Indemnity Company of Maryland as surety. Sentry exercised its contractual right of arbitration, filing a claim with the American Arbitration Association (AAA) in the amount of its mechanic's lien. Simultaneously, Sentry filed a petition in Circuit Court to foreclose its lien.

- 349 *349 The Circuit Court rejected MCDC's objection to arbitration and ordered arbitration of all claims arising out of the contract documents. Rights were reserved to the parties to seek statutory relief after the filing of the AAA decision. Sentry then amended its arbitration demand to include claims for damages based on wrongful termination. Sentry also petitioned the Circuit Court for an injunction permitting it access to the site to correct deficiencies in the roof.

The AAA found Sentry entitled to \$503,271.00. Pursuant to Sentry's motions, the Circuit Court adopted the AAA award as a judgment, granted Sentry summary judgment on its mechanic's lien foreclosure petition, assessed interest and awarded Sentry a reasonable attorney's fee of \$80,000.00. The total judgment was \$622,425.00.

MCDC asserts error in (1) ordering arbitration of the Side Agreement, (2) confirmation of the AAA award as a mechanic's lien judgment, (3) assessment of interest and (4) the award of attorney's fees.

ISSUES

MCDC contends that the Circuit Judge erred in holding:

- (1) that the separate documents, one for construction costs and the other for profit, comprised a single unified agreement;
- (2) that Sentry, by seeking Circuit Court relief, did not waive, but retained, its right to arbitration;
- (3) that profit and overhead are components of "debt", as contemplated by the mechanic's lien statute, S.C. Code Ann. Sec. 29-6-10 (Supp. 1984);
- (4) that the arbitration award was convertible into a mechanic's lien judgment;
- (5) that Sentry was entitled to interest;
- (6) that Sentry was entitled to attorney's fees.

I. UNIFIED OR SEPARATE AGREEMENT?

The Base Agreement provided specifically for arbitration, to which the Side Agreement was silent. MCDC contends that the two documents constituted separate contracts, so that Sentry was entitled to arbitration of the Base Agreement dispute only. We disagree.

- 350 *350 In *Kluttz Resort Realty, v. Down 'Round Development Corp.*, 268 S.C. 80, 232 S.E. (2d) 20 (1977), this Court held

The general rule is that, in the absence of anything indicating a contrary intention, where instruments are executed at the *same time*, by the *same parties*, for the *same purpose* and in the course of the *same transaction*, the courts will consider and construe the instruments together. The theory is that the instruments are effectively *one instrument* or contract. [Emphasis supplied.]

268 S.C. at 88, 232 S.E. (2d) at 24.

The Circuit Court found as a fact that the two documents comprised a single, integrated agreement. We agree.

This litigation involves a breach of contract and the enforcement of a statutory lien. Both are actions at law. *Moore v. Crowley & Associates, Inc.*, 254 S.C. 170, 174 S.E. (2d) 340 (1970) (breach of contract); *Raines v. Sanders*, 134 S.C. 284, 132 S.E. (2d) 581 (1926) (mechanic's lien). In a non-jury case the findings of fact will not be disturbed unless found to be without reasonable evidentiary support. *Townes Associates, Ltd. v. City of Greenville*, 266 S.C. 81, 221 S.E. (2d) 773 (1976).

The Side Agreement, by reference, incorporates the Base Agreement and its general conditions. A modification is defined in the Base Agreement as a written amendment signed by both parties. The Side Agreement meets this definition. Thus, each incorporates the other. This reasonably supports the Circuit Judge's finding of a single, integrated contract subject to arbitration.

The two documents refer to different components of the contract's price term: payment for actual work and payment for profit. Under the *Kluttz* test, the purpose of both is the same: *compensation for project construction*. The Circuit Court correctly ordered that Sentry's claims under both documents be decided by arbitration.

351 Additionally, S.C. Code Ann. Sections 15-48-130 (Supp. 1984) and 15-48-140 (Supp. 1984) provide the exclusive procedures for vacating or modifying awards where arbitrators exceed their powers or award upon a matter not properly submitted to them. MCDC filed no motion to vacate or modify within 90 days of delivery of a *351 copy of the award. Consequently, the award became the law of the case.

II. WAIVER OF RIGHT TO ARBITRATE

MCDC asserts Sentry's acts in filing a petition for a prohibitory injunction allowing it to complete roof work are inconsistent with a right to arbitrate. It argues further that the prejudice resulting to it by Sentry's action constituted a waiver of arbitration. Sentry counters that the petition for injunction did not seek to litigate any issue raised by arbitration, but was simply an attempt to correct work complained of by MCDC.

Federal decisions require a showing of prejudice when waiver is asserted. *Carolech v. Rederi A/B Nordie*, 389 F. (2d) 692, 696 (2d Cir. 1968), holds that it is not inconsistency, but the presence or absence of prejudice which is determinative. In this context prejudice is undue burden on the objecting party, brought about by delay in the other party's making its demand for arbitration. *Batson Yarn and Fabrics Machinery Group, Inc. v. Saurer-Alma GmbH-Allgauer Maschinenbau*, 311 F. Supp. 68 (D.S.C., 1970); *Episcopal Housing Corp. v. Federal Ins. Co.*, 269 S.C. 631, 239 S.E. (2d) 847 (1977), MCDC shows no prejudice by delay, only the inconvenience of litigating the petition for injunction.

"[W]aiver may not be inferred from the fact that a party does not rely exclusively on the arbitration provisions of a contract, but attempts to meet all issues raised in litigation between it and another party to the agreement." *Germany v. River Terminal Ry. Co.*, 477 F. (2d) 546, 547 (8th Cir. 1973).

Sentry at all times sought to enforce its right to arbitrate under the contract; it is clear it had no intention to waive the right, and no waiver is shown.

III. PROFIT AS A COMPONENT OF MECHANIC'S LIEN

In the arbitration procedure Sentry claimed the balance due for profit under the Side Agreement. The Circuit Court adopted the AAA award as a mechanic's lien judgment. MCDC asserts that profit and overhead are not proper components of a mechanic's lien. We disagree.

352 *352 The parties by express contractual provisions fixed the compensation for full performance. Overhead and profit under the Side Agreement were components of the contract price.

S.C. Code Ann. Section 29-5-10 (Supp. 1984) provides,

Any person to whom a *debt* is due for labor performed or furnished or for materials furnished and actually used ... by virtue of an *agreement* ... shall have a lien... [Emphasis supplied].

In *Williamson v. Hotel Melrose*, 110 S.C. 1, 96 S.E. 407 (1918), this Court upheld a contractor's mechanic's lien for "oversight" and supervisory services. The general rule on whether overhead and profit are lienable is stated in 53 Am. Jur. 2d *Mechanic's Liens*, Section 107 (1970):

Since the statutes provide a lien for labor performed and materials furnished, the question arises, particularly where a contractor works under a cost-plus contract, whether items which are not direct labor or material costs, such as overhead and profit, are lienable. Such items, as such and standing by themselves, are

nonlienable, but they become lienable when they are included in a contract price or are reflected in the reasonable value of labor or materials furnished. Thus, the cost or value of labor for which a lien may be claimed is not necessarily confined to the actual wages paid by the employer to the employee actually performing the labor. It may also include costs and expenses of operation in addition to direct wages paid.

We hold that overhead and profit, when stated as part of the contract price, are proper components of a mechanic's lien.

IV. CONVERSION OF ARBITRATION AWARD INTO MECHANIC'S LIEN

353 Sentry's amended demand for arbitration included a claim for "Payment of the balance due claimant under the contract documents plus *damages*, based on a *wrongful termination*, in the amount of \$720,000.00." [Emphasis supplied.] The AAA found Sentry's termination to be *353 unwarranted. Its lump sum award is unallocated. The Circuit Court granted Sentry's motion for summary judgment to foreclose its mechanic's lien through this award.

MCDC correctly asserts that, under authority of *Sea Pines Co. v. Klawah Island Co., Inc.*, 268 S.C. 153, 232 S.E. (2d) 501 (1977), the mechanic's lien statute may not be used as a vehicle for collecting damages for breach of contract. However, reliance upon *Sea Pines* here is misplaced.

Sentry's amended arbitration demand, admittedly, added a claim for damages "based on a wrongful termination." MCDC contends that this added claim, coupled with failure of the AAA award to allocate between such damages and money amounts collectible under the mechanic's lien statute, mandates a finding, as a matter of law, that the award included some amount for breach of contract damages. We disagree.

Unfortunately, the record is void of any AAA proceedings to indicate what evidence was there presented. We are left, as was the Circuit Court, to a review of the meager record before us in ruling upon MCDC's contention.

At the hearing for summary judgment, each party presented an affidavit relative to what claims were represented in the award. These two affidavits constitute the entire record before us on this issue.

MCDC's affidavit cites Sentry's amended demand for breach of contract damages but contains no statement that any amounts for such damages were ever submitted to AAA by Sentry.

Sentry's affidavit, on the other hand, directly addresses this issue. Paragraph three states that "All claims presented to the arbitration panel by Sentry in the proceeding represented by the award dated July 15, 1983, were claims for compensation for work performed on the Mariner's Cay Project." [Emphasis supplied.]

Paragraph four then sets out, specifically, the dollar amounts representing claims actually presented to the arbitration panel by Sentry. All amounts were for work performed, none for breach of contract.

In short, MCDC's affidavit is merely conclusory. In no way does it contradict the statements in Sentry's affidavit that the amounts claimed were for work performed only.

354 *354 We hold that, on the evidence before it, the Circuit Court ruled correctly that no material fact was in issue and, accordingly, properly granted summary judgment.

V. INTEREST

MCDC asserts that it was error to assess interest for the period after which it made a tender in the amount of the AAA award. Sentry counters that a dispute arose as to whether acceptance would require it to give up its claim for attorney's fees. No money was ever paid.

This Court held in *Ruscon Construction Company of Florida v. Beaufort-Jasper Water Authority*, 259 S.C. 314, 191 S.E. (2d) 715 (1972), that only tenders in money, in the proper amount due, and without conditions annexed to their acceptance, stop the running of interest. In *Ruscon*, the contractor believed in good faith that acceptance would compromise its claim for indemnification. Its good faith refusal did not preclude assessment of interest. Because Sentry's fear of compromised position was reasonable, its refusal was in good faith. Accrual of interest from the date of the AAA award to the date of judgment was proper.

VI. ATTORNEY'S FEES

The Circuit Court granted Sentry's request for reasonable attorney's fees of \$80,000.00 to foreclose its lien, allocating \$70,000.00 for time spent in litigation before the arbitration panel and \$10,000.00 for time spent in Circuit Court. MCDG contests the right to recover fees under the mechanic's lien statute regarding costs, S.C. Code Ann. Section 29-5-410 (1976), where liability is based on an arbitration proceeding.

Article 7.6.1 of the general provisions of the contract provides

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

355 In a case with similar facts, the Court in *Harris v. Dyer*, 292 Or. 233, 637 P. (2d) 918 (1981), examined the right to *356 attorney's fees for time spent in arbitration and circuit court to foreclose a mechanic's lien under a contract provision identical to Article 7.6.1. The Court noted that one of the standard remedies that must have been contemplated in this provision is the security of a lien and eventual foreclosure, a procedure which gives the prevailing party a right to attorney's fees. The Court held the contract reserved the right to attorney's fees for time spent in arbitration as a component of a lien foreclosure proceeding, stating

It does not seem the most likely reading of this reservation of rights that it meant to sacrifice attorney fees which the law allows when all phases of the foreclosure remedy are litigated in court. Rather, it seems more consonant with the apparent objective of including a reservation of rights to read art. 7.6.1 as disavowing such a limitation on the otherwise available right to attorney fees.

637 P. (2d) at 921.

A provision of the State Arbitration Act, S.C. Code Ann. Section 15-48-220 (Supp. 1984), provides that a party may proceed with arbitration and perfect concurrently its mechanic's lien rights. In this we perceive a legislative intent to promote arbitration of contract disputes. To deny fees where liability is arbitrated would discourage arbitration.

We agree with the reasoning in *Harris* and hold that where a contract providing for arbitration includes a reservation of rights and the lienor must bring a foreclosure action to enforce an arbitration award, an award of attorney's fees is proper under S.C. Code Ann. Section 29-5-410 (1976).

Affirmed.

NESS, C.J., and GREGORY, HARWELL and FINNEY, JJ., concur.

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STATE OF SOUTH CAROLINA)
COUNTY OF LEXINGTON)
ARM Quality Builders LLC d/b/a,)
ARM Quality Builders,)
Plaintiff(s),)
v.)
Joseph A. Golson and Lycia B. Golson)
and Branch Banking and Trust Company,)
Defendants)

Joseph A. Golson and Lycia B. Golson,)
Third-Party Plaintiffs)
v.)
Ahmad Mazloom,)
Third-Party Defendant)

IN THE COURT OF COMMON PLEAS

Case No.: 2017-CP-32-02204

**ORDER GRANTING MOTION TO
DISSOLVE MECHANIC'S LIEN AND
DISMISSAL OF MECHANIC'S LIEN
FORECLOSURE CAUSE OF ACTION**

This case came before this Court on September 10, 2018 for a hearing on Defendants' motion to Dissolve Mechanic's Lien. Plaintiff has entered suit against Defendants for breach of contract and foreclosure of a mechanics' lien in connection with the construction of defendants Joseph Golson and Lycia Golson's home ("the Project"). Defendants moved to dissolve Plaintiffs' mechanic's lien and for an award of attorneys' fees on the grounds that (1) the Mechanic's Lien was filed after the expiration of the 90-day statutory filing period, and (2) Plaintiff failed to properly serve the Mechanic's Lien on Defendants as required by S.C. Code Ann § 29-5-90.

At the September 10, 2018 hearing, the Court considered excerpts of deposition testimony of Ahmad Mazloom, the filed and recorded Mechanic's Lien, the pleadings, an affidavit of

Plaintiff's process server dated September 10, 2018, Plaintiff's Brief filed September 10, 2018 and the materials attached thereto. The parties were also given an opportunity after the hearing to submit discovery relating to the February 16, 2017 Winnsupply invoice that Plaintiff offered at the hearing. The Court did not consider any argument or evidence related to the reasonableness of the attorney's fees requested.

Undisputed Facts

Plaintiff is a licensed residential contractor. Defendants hired Plaintiff to construct a new residence on their Property located at 207 Libby Airail Lane in Chapin, South Carolina ("the Home"). Plaintiff testified at his deposition, and Defendants affirmed in their own affidavits, that the Project was completed in January 2017 and that no additional work was performed by or on behalf of Plaintiff after January 2017. After Defendants moved into the Home in January 2017, Plaintiff presented Defendants with a final bill dated February 11, 2017 in the amount of \$55,085.52, which Defendants disputed Plaintiff was owed.

Defendants retained E. Wade Mullins for the purpose of facilitating a pre-litigation resolution between the parties. James Randall Davis represented Plaintiff. On April 17, 2017, Plaintiff voluntarily produced the invoices and receipts it claimed relate to the Project to Defendants. A Winnsupply invoice dated February 16, 2017 for various plumbing items, including bath and shower drains and pvc pipe fittings, was included in the documents. The invoice indicates the plumbing items were shipped on February 16, 2017, but it does not identify a delivery address or otherwise reference the Project.

On May 11, 2017, Plaintiff filed a Notice and Certificate of Mechanic's Lien against Defendant's property in the amount of \$55,085.52 along with an affidavit of non-service, which indicates an unsuccessful attempt was made to serve Defendants at the Home on May 9, 2017. The

process server attested in a subsequent affidavit that he taped a copy of the Lien to the front door of the Home on May 9, 2017.

On May 15, 2017, Plaintiff's counsel emailed a courtesy copy of the Lien to Defendants' counsel. The email did not include a request that Mr. Mullins accept service of the Lien on behalf of Defendants, and there is no evidence Mr. Mullins agreed to do so. Defendants stated in their respective affidavits that they never authorized Mr. Mullins, Ms. Heyward, or any other person or entity to accept service of the Lien on their behalf.

On June 15, 2017, Plaintiff filed the present suit to foreclose the Mechanic's Lien. Plaintiff successfully served a copy of the Summons and Complaint on Defendants at their Home on June 23, 2017. A copy of the Mechanic's Lien is not attached to the Complaint. Defendants were never personally served a copy of the Mechanic's Lien, and a copy was never mailed to Defendants via certified mail. Only one attempt was ever made to serve the Lien upon Defendants, which was unsuccessful.

Discussion

I. The Mechanic's Lien should be dissolved since Plaintiff failed to file and serve the lien as required by S.C. Code Ann § 29-5-90.

"Because a mechanic's lien exists only by virtue of statute, one's right to a mechanic's lien is wholly dependent upon the language of the statute creating it." *Clo-Car Trucking Co., Inc. v. Cliffure Estates of South Carolina, Inc.*, 282 S.C. 573, 575, 320 S.E.2d 51, 53 (Ct. App. 1984). To be valid, a mechanics lien must be perfected and enforced in compliance with the Mechanic's Lien Statutes. In order to perfect and enforce a mechanic's lien, it must be both served on the owner of the property and filed within 90 days of the last date of work or it is dissolved, and a suit to foreclose a dissolved lien cannot be maintained:

Such a lien **shall be dissolved** unless the person desiring to avail himself thereof, **within ninety days after he ceases to labor on or furnish labor or materials for such building or structure, serves upon the owner** or, in the event the owner cannot be found, upon the person in possession **and files** in the office of the register of deeds or clerk of court of the county in which the building or structure is situated a statement of a just and true account of the amount due him, with all just credits given, together with a description of the property intended to be covered by the lien sufficiently accurate for identification, with the name of the owner of the property, if known, which certificate shall be subscribed and sworn to by the person claiming the lien or by someone in his behalf and shall be recorded in a book kept for the purpose by the register or clerk who shall be entitled to the same fees therefor as for recording mortgages of equal length. **Provided, that in the event neither the owner nor the person in possession can be located after diligent search, and this fact is verified by affidavit of the sheriff or his deputy, the lien may be preserved by filing the statement together with the affidavit.** The delivery on the register or clerk for filing, as provided in this section, shall be and constitute the delivery contemplated with regard to such liens in Title 30 of this Code.

S.C. Code Ann. § 29-5-90 (emphasis added). *See also Preferred Sav. & Loan Assn.*, 301 S.C. at 3-4, 389 S.E.2d at 854; *Franke Associates by Simmons v. Russell*, 295 S.C. 327, 329, 368 S.E.2d 462, 463 (1988); *Multiplex Bldg. Corp. v. Lyles*, 268 S.C. 577, 235 S.E.2d 133 (1977); *Crystal Pools, Inc. v. Old Claussen's Bakery Partners*, 303 S.C. 68, 399 S.E.2d 5 (Ct. App. 1990); *Shelley Constr. Co. v. Sea Garden Homes, Inc.*, 287 S.C. 24, 27, 336 S.E.2d 488, 490 (Ct. App. 1985).

A. The Mechanic's Lien should be dissolved and the foreclosure action dismissed because the lien was filed after the expiration of the 90-day statutory filing period.

Where a statute creating a lien gives rise to a claim which does not exist under common law, strict compliance with the statute is required to be entitled to claim rights the lien. *Lyles*, 268 S.C. at 578, 235 S.E.2d at 134. *Multiplex Bldg. Corp. v. Lyles*, 268 S.C. 577, 235 S.E.2d 133 (1977) (holding that failure to file statutorily-required notice of pendency of mechanic's lien action mandated dismissal of action); *Muller v. Myrtle Beach Golf & Yacht Club*, 303 S.C. 137, 140-

41, 399 S.E.2d 430, 432 (Ct. App. 1990), *overruled on other grounds by Myrtle Beach Hosp, Inc. v. City of Myrtle Beach*, 341 S.C. 1, 532 S.E.2d 868 (2000) ("A mechanic's lien is purely statutory. Therefore, the requirements of the statute must be strictly followed. If anyone of these requirements is not met, the lien against the property is dissolved").

A court does not have equitable powers to reform an erroneous filing to give a claimant rights under an improperly filed lien. Because lien statutes are in derogation of common law, they should be construed against lien claimants. Indeed, our courts have strictly enforced the 90-day statutory filing period. *See e.g. Franke Associates v. Russell*, 295 S.C. 327, 368 S.E.2d 462 (1988) (action to foreclose mechanic's lien dismissed and mechanic's lien dissolved where plaintiff filed mechanic's lien 19 days after the expiration of the 90-day statutory filing period required by S.C. Code § 29-5-90).

The precise date Plaintiff last supplied labor or materials to the Project is unknown. However, there is no evidence in the record that any labor or materials were provided or incorporated into the Project after January 2017. Mr. Mazloom, Plaintiff's 30(b)(6) witness, testified the last work performed on the Project was the backsplash installation in the in the kitchen. Mazloom also testified the Project was complete in early January 2017 and he presented a final bill to Defendants on February 11, 2017.¹ The Defendants affirmed in their affidavits that they obtained a certificate of occupancy and moved into the house in January 2017, and they also

¹ Plaintiff alleges in its unverified Complaint that the last date of work was February 11, 2017. Compl. ¶7. However, Plaintiff testified clearly and directly in his deposition that the last date of work was in January 2017 and that the February 11, 2017 date relates to the final bill. Plaintiff is required to produce sufficient evidence supporting the fact disputed and cannot rest on his allegations in the Complaint to overcome summary judgment. The only evidence before the Court indicates no work was completed after January 2017.

confirmed Mr. Mazloom's testimony that neither Plaintiff nor any of his subcontractors or suppliers performed any work on the Project after January 2017.

At the hearing, Plaintiff's counsel presented a Winnsupply invoice that indicates certain plumbing supplies ordered on Plaintiff's account were shipped on February 16, 2017. Plaintiff argued its 90-day filing period was not triggered until that date. However, the invoice is dated 5 days after Plaintiff's final bill, no delivery address is indicated, and there is no information on the invoice relating it to the Project. Moreover, the invoice relates to pvc pipes, drains, and plumbing kits, which are not items that could reasonably be used to install kitchen backsplash. Plaintiff's Mechanic's Lien is for \$55,085.52, the exact amount of Plaintiff's final bill. Plaintiff offered no explanation as to how an invoice that post-dates the final bill by nearly a week could reasonably be included in the amount claimed by Plaintiff.

Defendants stated in their affidavits that the bathrooms were finished and all plumbing work was completed by January 2017 at the latest. Plaintiff was unable to present any evidence connecting the February 16, 2017 invoice to the Project at issue other than the fact it was produced in response to discovery requests. There is no evidence upon which a jury could reasonably conclude Plaintiff's 90-day statutory deadline began to run any time after January 2017. As such, Plaintiff has not produced a scintilla of evidence sufficient to overcome summary judgment on this issue.

I find the Project was complete and no work was performed by or on behalf of Plaintiff after January 2017. Assuming January 31st, 2017 (the latest conceivable date Plaintiff could have performed any work on the Project) was the last date of work, Plaintiff should have filed and served its Notice of Mechanic's Lien on or before May 1, 2017. Construing the evidence in the light most favorable to Plaintiff, Plaintiff filed its Mechanic's Lien a minimum of 10 days after the expiration

of the 90-day deadline. I find Plaintiff's Mechanic's Lien is untimely and is therefore DISSOLVED in accordance with S.C. Code Ann. § 29-5-90. Defendants' Motion to Dissolve Mechanic's Lien is hereby GRANTED and Plaintiff's action to foreclose mechanic's lien is hereby DISMISSED as a matter of law.

B. Plaintiff failed to serve the Mechanic's Lien upon Defendants in accordance with § 29-5-90.

A lien claimant is required to serve a copy of the lien on the property owner or the lien is automatically dissolved. S. C. Code Ann. § 29-5-90; *see also Utilities Constr. Co. v. Wilson*, 321 S.C. 244, 468 S.E.2d 1 (Ct. App. 1996) (holding property owner was "prevailing party" and entitled to attorney fees where trial court directed a verdict in favor of property owner on construction company's mechanic's lien action on the ground company failed to timely serve notice of the mechanic's lien). There is only one exception to this rule: In the event neither the property owner nor the person in possession of the property can be located, service is affected upon (1) obtaining an affidavit from the sheriff or his deputy that, after 'diligent search,' neither the owner nor the person in possession of the property can be located, and (2) by filing the affidavit together with the claim of lien. *Id. See also A. Bright Ariail & Calvin T. Vick, Jr., South Carolina Construction Law Desk Book*, p. 411 (2013). The purpose of requiring service of notice of the mechanic's lien is to advise a property owner of the existence of the lien and to afford him or her an opportunity to investigate the claim and determine its validity.

Here, Defendants moved into their Home in January 2017. Only one attempt to serve Defendants was made on May 9, 2017, which was unsuccessful. According to an affidavit of the process server, a copy of the lien was taped to the front door of the house on May 9, 2017; however, Defendants denied they ever found a copy taped to the door or posted anywhere on the Home. On

May 11, 2017, Plaintiff filed the Lien with an affidavit of non-service. Plaintiff did not obtain or file an affidavit of diligent search from the Lexington County Sheriff.

On May 15, 2017, Plaintiff's counsel emailed a copy of the Lien to Mr. Mullins. Plaintiff filed suit to foreclose the lien on June 15, 2017, and a process server successfully served Defendants a copy of the Summons and Complaint at their Home on June 23, 2017. A copy of the Lien was not attached to the Complaint, and no other attempt was made to serve the Lien on Defendants.

At the hearing, Plaintiff argued service was affected when Mr. Davis emailed a copy of the lien to Mr. Mullins on May 15, 2017, citing SCRPC 5. However, Plaintiff cited no authority that provides the South Carolina Rules of Civil Procedure may supersede statutory notice and service requirements. Nevertheless, Rule 5 applies to 11 specific types of pleadings and other papers enumerated in SCRPC 5(a), and mechanic's liens are not among them. SCRPC 5(b) permits service of the pleadings enumerated in 5(a) on an attorney; however, implicit in the rule is that the attorney has made a formal appearance in a civil action. Here, no formal appearance was made on behalf of Defendants, there is no evidence Mr. Mullins was asked or agreed to accept service on their behalf, and there is no evidence Defendants authorized Mr. Mullins to do so.²

It is essential to adhere strictly to the statutory notice and service requirements. Taping a copy of the lien to the property will not cure a defect in the actual service of a notice of mechanic's lien claim as to perfect the lien. If the statute will allow a lien claimant to avoid service only after a diligent search and an affidavit from the Sheriff, then certainly taping a lien to the front door of

² Moreover, service on an attorney under Rule 5 requires hand delivery to the attorney's office or delivery by service by mail. Even assuming a mechanic's lien may properly be served on an owner's attorney pursuant to SCRPC 11, which it may not, service via email is improper even under the less stringent Rule 11(b).

a house does not comply with § 29-5-90.³ Plaintiff made only one attempt to serve Defendants at the Home and could have easily avoided this issue with a second attempt. It is clear Defendants could be found and served at the Home. Indeed, Plaintiff had no issue serving Defendants a copy of the Summons and Complaint a few weeks later.

I find that Defendants were required to be served a copy of the Mechanic's Lien in accordance with S.C. Code Ann. § 29-5-90. I find SCRCP 5 does not permit service of a Mechanic's Lien on an attorney on behalf of a person required to be served under S.C. Code Ann. § 29-5-90, and Rule 5 does not otherwise supersede the service and notice requirements of the Mechanic's Lien Statutes. Because Plaintiff failed to serve the Mechanic's Lien upon Defendants, Plaintiff's Lien is DISSOLVED and Plaintiff's action to foreclose is DISMISSED.

II. Defendants are entitled to an award of attorneys' fees.

A. An award of attorneys' fees in favor of Defendants is mandatory because Defendants are the prevailing party.

S.C. Code Ann. § 29-5-10(a) requires the court to award reasonable attorney's fees and costs to the party defending against the mechanic's lien if the defending party "prevails" in the action.⁴ *Keeney's Metal Roofing, Inc. v. Palmieri*, 345 S.C. 550, 553-54, 548 S.E.2d 900, 902 (Ct.

³ S.C. Code Ann. § 29-5-90 does not specify a manner of service; however, "[a] [mechanic's lien] statute requiring that notice be served on the owner contemplates personal service, and it is not sufficient that such notice is sent by registered mail or delivered to the residence of the owner." 53 Am. Jur. 2d Mechanics' Liens § 186. Whether an owner may be served a Mechanic's Lien by registered mail remains an open question in South Carolina; however, there is no evidence Plaintiffs attempted service by regular or certified mail and that issue is not before Court at this time.

⁴ S.C. Code Ann. § 29-5-10(a) provides in relevant part as follows: "A person to whom a debt is due for labor performed or furnished or for materials furnished and actually used in the erection, alteration, or repair of a building or structure upon real estate . . . shall have a lien upon the building or structure and upon the interest of the owner of the building or structure in the lot of land upon which it is situated to secure the payment of the debt due to him. The costs which may arise in

App. 2001); *Utilities Constr. Co. v. Wilson*, 321 S.C. 244, 248, 468 S.E.2d 1, 3 (Ct. App. 1996) ("[T]he Legislature ... intended to afford a property owner [the] remedy [of recovering attorney's fees and costs] where a mechanic attempts to enforce a defective or wrongful mechanic's lien.").

Importantly, whether to award attorney's fees is not discretionary. In other words, if a party defending the lien prevails, the Court must award the prevailing party costs of the action and reasonable attorney's fees regardless of the outcome of any remaining causes of action. *Trico Surveying v. Godley Auction Co.*, 314 S.C. 542, 545, 431 S.E.2d 565, 567 (1993). Once the Court determines a party has prevailed, the determination of what amounts to a reasonable fee is within the sound discretion of the Court.

Our courts have defined "prevailing party." See *Heath v. County of Aiken*, 302 S.C. 178, 182-83, 394 S.E.2d 709, 711 (1990) (defining "prevailing party" as: "[T]he one who successfully prosecutes the action or successfully defends against it, prevailing on the main issue, even though not to the extent of the original contention ... the one in whose favor the decision or verdict is rendered and judgment entered."); *Seckinger v. Vessel Excalibur*, 326 S.C. 382, 483 S.E.2d 775 (Ct. App. 1997) (stating the defendant is entitled to an award of attorney's fees as the "prevailing party" if the trial court determines a mechanic's lien cannot be enforced against the defendant); *Cedar Creek Props. v. Cantelou Assocs., Inc.*, 320 S.C. 483, 486, 465 S.E.2d 774, 776 (Ct. App. 1995) (finding property owner was entitled to attorney's fees from contractor who filed a mechanic's lien against property owner, but ultimately cancelled it before the property owner's action to dissolve the lien was taken up by the Circuit Court); *Maddux Supply Co. v. Safhi, Inc.*, 316 S.C. 404, 450 S.E.2d 101 (Ct. App. 1994) (affirming the trial court's ruling that project owner

enforcing or defending against the lien under this chapter, including a reasonable attorney's fee, may be recovered by the prevailing party." (emphasis added).

who won on the merits of a mechanic's lien foreclosure action was the "prevailing party" and entitled to recover attorney's fees and costs on behalf of contractor who obtained a surety bond and provided for project owner's legal defense).

Having found Plaintiff's Mechanic's Lien is dissolved because the time for enforcing the lien expired before it was filed and Plaintiff failed to serve the Lien upon Defendants in accordance with S.C. Code Ann. § 29-5-90, I find Defendants are entitled to an award of attorney's fees as the prevailing party.

B. Reasonableness of fees requested.

Defendants seek an award of attorney's fees in accordance with § 29-5-10(a) and submitted an affidavit of attorney's fees. At the hearing, the Court did not hear arguments from counsel or consider evidence regarding the reasonableness of the fees requested. Therefore, Defendants therefore shall have seven (7) days from the date of this order to supplement and produce any additional evidence in support of their claim for fees. Plaintiff shall have seven (7) days following Defendants' supplemental filing to supplement and produce any additional evidence in opposition of Defendants' claim for attorney's fees.

Conclusion

The time for enforcing Plaintiff's Mechanic's Lien expired before it was filed, and Plaintiff failed to serve the Lien upon Defendants in accordance with S.C. Code Ann. § 29-5-90. Defendants' Motion to Dissolve Mechanic's Lien is hereby GRANTED. Plaintiff's Mechanic's Lien is DISSOLVED and Plaintiff's action to foreclose the Mechanic's Lien is DISMISSED. Having successfully defended the Mechanic's Lien, Defendants are entitled to an award of attorney's fees as the prevailing party. Defendants are permitted seven (7) days following the entry of this Order to submit additional evidence and argument in support of their claim for fees.

Plaintiff shall have seven (7) days following Defendants' supplemental filing to supplement and produce any additional evidence in opposition of Defendants' claim for attorney's fees. Upon review of the additional submissions, the Court will issue an order awarding reasonable attorney's fees.

IT IS SO ORDERED.

The Honorable Clifton Newman
Presiding Judge, Eleventh Judicial Circuit

Columbia, South Carolina



Lexington Common Pleas

Case Caption: ARM Quality Builders LLC , plaintiff, et al VS Joseph A Golson
Case Number: 2017CP3202204
Type: Order/Other

So Ordered

s/ Clifton B. Newman, 2127

Electronically signed on 2018-11-26 17:46:51 page 13 of 13

STATE OF SOUTH CAROLINA)
COUNTY OF LEXINGTON)
ARM Quality Builders LLC d/b/a,)
ARM Quality Builders,)
Plaintiff(s),)
v.)
Joseph A. Golson and Lycia B. Golson)
and Branch Banking and Trust Company,)
Defendants)

Joseph A. Golson and Lycia B. Golson,)
Third-Party Plaintiffs)
v.)
Ahmad Mazloom,)
Third-Party Defendant)

IN THE COURT OF COMMON PLEAS

Case No.: 2017-CP-32-02204

**ORDER DENYING THE MOTION TO
RECONSIDER PURSUANT TO SCRC
RULE 59(b) AND RULE 59(h)**

THIS MATTER comes before the Court upon the Motion to Reconsider Pursuant to SCRC Rule 52(b) and Rule 59(h) of Plaintiff ARM Quality Builders LLC d/b/a, ARM Quality Builders. Plaintiff is seeking a reconsideration of the Order Granting Motion to Dissolve Mechanic's Lien and Dismissal of Mechanic's Lien Foreclosure Cause of Action entered by this court on November 27, 2018. A hearing on the Motion to Reconsider Pursuant to SCRC Rule 52(b) and Rule 59(h) was held on March 12, 2019. Appearing on behalf of the Plaintiff was James Randall Davis, Esquire. Appearing on behalf of Defendants Joseph A. Golson and Lycia B. Golson was E. Wade Mullins, III, Esquire.

After fully considering the motion of the Plaintiff and the arguments and submissions of

counsel, the Court DENIES the Motion to Reconsider Pursuant to SCRCR Rule 52(b) and Rule 59(h).

The Court, having considered the Amended Affidavit of Attorney's Fees and Costs of Defendants Joseph A. Golson and Lycia B. Golson, the Fee Transaction Report, and the nature and extent of the professional services rendered, awards counsel for the Defendant attorney's fees in the amount of \$25,000.

AND IT IS SO ORDERED.

Clifton Newman
Presiding Judge

_____, 2019



Lexington Common Pleas

Case Caption: ARM Quality Builders LLC , plaintiff, et al VS Joseph A Golson
Case Number: 2017CP3202204
Type: Order/Other

So Ordered

s/ Clifton B. Newman, 2127

Electronically signed on 2019-05-20 10:58:30 page 3 of 3

STATE OF SOUTH CAROLINA

COUNTY OF BAMBERG

ARM Quality Builders, LLc, et. al,

Plaintiff,

VS.

Joseph A. Golson,

Defendant.

) IN THE COURT OF COMMON PLEAS
) FOR THE ELEVENTH JUDICIAL CIRCUIT

C/A No. 2017-CP-32-02204

**ORDER DENYING MOTION
TO RECONSIDER**

The Court has considered the matters raised in the Motion and the Motion is hereby denied.

AND IT IS SO ORDERED.

Clifton Newman
Presiding Judge

_____, 2019
_____, South Carolina.



Lexington Common Pleas

Case Caption: ARM Quality Builders LLC , plaintiff, et al VS Joseph A Golson
Case Number: 2017CP3202204
Type: Order/Other

So Ordered

s/ Clifton B. Newman, 2127

Electronically signed on 2019-08-16 14:52:11 page 2 of 2

FORM 4

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2017CP3202204

ARM Quality Builders LLC et al
PLAINTIFF(S)

Joseph A Golson et al
DEFENDANT(S)

DISPOSITION TYPE (CHECK ONE)

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

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

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

Bench Trial completed after three days of testimony. Parties to obtain transcript of record and after receipt thereof shall submit proposed orders within 30 days. This matter is under advisement.

ORDER INFORMATION

This order ☐ ends ☒ does not end the case.

☐ See Page 2 for additional information.

For Clerk of Court Office Use Only

This judgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp, and a copy mailed first class to any party not proceeding in the Electronic Filing System on 12/20/2019.

Branch Banking and Trust Company LLC
Ahmad Mazloom
Ahmad Mazloom
ARM Quality Builders
Lycia B Golson
Joseph A Golson

NAMES OF TRADITIONAL FILERS SERVED BY MAIL

Court Reporter:

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



Lexington Common Pleas

Case Caption: ARM Quality Builders LLC , plaintiff, et al VS Joseph A Golson
Case Number: 2017CP3202204
Type: Order/Electronic Form 4

So Ordered

s/Walton J. McLeod, 2765

Electronically signed on 2019-12-20 15:39:12 page 3 of 3

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF LEXINGTON	)	Case No.: 2017-CP-32-02204
	)	
ARM Quality Builders LLC d/b/a,	)	
ARM Quality Builders,	)	
	)	
Plaintiff(s),	)	
	)	
v.	)	
	)	
Joseph A. Golson and Lycia B. Golson	)	
and Branch Banking and Trust Company,	)	ORDER
	)	
Defendants	)	
_____	)	
Joseph A. Golson and Lycia B. Golson,	)	
	)	
Third-Party Plaintiffs	)	
	)	
v.	)	
	)	
Ahmad Mazloom,	)	
	)	
Third-Party Defendant	)	
_____	)	

BACKGROUND AND PROCDEURAL HISTORY

This case was tried as a non-jury bench trial before this Court from December 18 - 20, 2019. Caitlin C. Heyward of the Thrasher Firm and E. Wade Mullins III of Bruner Powell Wall & Mullins appeared on behalf of Defendants Joseph A. Golson and Lycia B. Golson (collectively, "the Golsons"). James Randall Davis appeared on behalf of Plaintiff, ARM Quality Builders LLC ("ARM") and Third-Party Defendant, Ahmad Mazloom ("Mazloom").

ARM initiated this litigation by filing suit for breach of contract and for foreclosure of mechanic's lien that it had filed on the subject property as well as asserting claims for quasi-contract, quantum meruit and unjust enrichment. ARM sought \$55,085.82 that it claimed it was due for extra contractual work during the construction of the Golson's home. The Golsons argued

that the parties agreed the home would be built under a cost-plus arrangement with a guaranteed maximum price of \$395,000. In other words, ARM agreed to build the home for its total costs plus a 15% fee for a price to the Golsons not to exceed \$395,000. The Golsons maintained that ARM and Mazloom misrepresented the cost of the home to inflate the price and the Golsons have been damaged in that they had overpaid ARM based on its fraudulent representations. The Golsons also maintained that to the extent the cost of the home exceeded the guaranteed maximum price, they are not required to pay any additional money. The Golsons answered and asserted counterclaims based on these assertions. The Golsons amended their Answer and Counterclaim and asserted a Third-Party Action against Ahmad Mazloom, the principal of ARM Quality Builders, and the individual solely responsible for the fraudulent representations. The Golsons have asserted the following causes of action in its counterclaim and third-party complaint:

1. Breach of Contract (ARM)
2. Breach of Contract Accompanied by a Fraudulent Act (ARM)
3. Slander of Title (ARM)
4. Negligent Misrepresentation (ARM and Mazloom)
5. Constructive Fraud (ARM and Mazloom)
6. Fraud in the Inducement (ARM and Mazloom)
7. Violation of the SC Unfair Trade Practices Act (ARM and Mazloom)
8. Piercing the Corporate Veil/Alter Ego (ARM and Mazloom)

After filing their Amended Answer, Counterclaim and Third-Party Complaint, the Golsons moved to dissolve the mechanic's lien filed by ARM and dismiss the mechanic's lien foreclosure action. On November 27, 2018, Judge Clifton Newman entered an Order granting the motion to dissolve the mechanic's lien and for dismissal of the lien foreclosure action, finding that the time for enforcing the mechanic's lien had expired prior to ARM's filing of the lien and finding that ARM did not serve the mechanic's lien as required by S.C. Code Ann. § 29-5-90. On May 20, 2019, Judge Newman issued an Order denying ARM's Motion to Reconsider his decision on the mechanic's lien and further issuing an Award of Attorney's Fees in the amount of \$25,000. As

such, ARM's claim for foreclosure of its mechanic's lien was dismissed. However, the Golsons' claim for Slander of Title remains before this Court in addition to the remaining counterclaims and Plaintiff's claims for Breach of Contract, Quasi-Contract, Quantum Meruit and Unjust Enrichment.

The Court heard from eight witnesses over the course of a three-day bench trial. Plaintiff presented Ahmad Mazloom as its sole witness. Joseph Golson and Lycia Golson testified on behalf of Defendants along with four subcontractors who were hired by ARM to work on the Golson project. After the conclusion of witness testimony and summation by both counsel, this Court directed each party to submit proposed orders. The proposed orders were completed after the parties obtained the formal transcript of the bench trial and made their respective arguments with citations to the court record. Based on the testimony and voluminous documentary evidence presented at trial as well as arguments presented by counsel, I make the following findings of fact and conclusions of law. To the extent any findings of fact constitute conclusions of law, or vice-versa, they shall be so regarded.

STANDARD OF REVIEW

In a bench trial, the trial judge acts as the finder of fact. *Lollis v. Dutton*, 421 S.C. 467, 483, 807 S.E.2d 723, 731 (Ct. App. 2017). "[T]he judge, as the finder of fact, may believe all, some, or none of the testimony, even when [the testimony] is not contradicted." *Id.* (internal citation omitted). A trial judge will be accorded great deference where matters of credibility are involved. *Id.* (internal citations omitted). "Because the appellate court lacks the opportunity for direct observation of the witnesses, it should accord great deference to [circuit] court findings where matters of credibility are involved." *Forrester*, 282 S.C. at 516, 320 S.E.2d at 42. *Lollis v. Dutton*, 421 S.C. 467, 483, 807 S.E.2d 723, 731 (Ct. App. 2017). On appeal of an action at law

tried without a jury, we will not disturb the trial court's findings of fact unless no evidence reasonably supports the findings. *Jordan v. Judy*, 413 S.C. 341, 347–48, 776 S.E.2d 96, 100 (Ct. App. 2015).

FINDINGS OF FACT

1. In late 2015 and early 2016, the Golsons entered into negotiations with Mazloom of ARM Quality Builders, LLC to construct a custom new home (“the Project”). Tr. 431:24 – 432:24.
2. Mr. Golson testified that during those negotiations, the Golsons and Mr. Mazloom met on several occasions to discuss the Golsons’ plans and goals for the Project. He testified one of the concerns emphasized by the Golsons was a clear understanding of the costs associated with the work. Tr. 438:12 – 439:3; 444:19 – 445:7.
3. Mr. Golson testified Mr. Mazloom indicated that the maximum price would not exceed \$395,000.00. Tr. 438:22 – 439:20.
4. In February 2016, the Golsons and ARM entered into a written agreement whereby ARM agreed to construct a home on the Golsons’ property located at 207 Libby Ariail Lane in Lexington, South Carolina (the Project). **Def. Ex. 1.**
5. Mr. Golson testified that during the latter part of 2016, the Golsons became concerned as the costs associated to complete the work appeared to exceed the maximum costs quoted by Mazloom. He testified Mr. Mazloom repeatedly told him they had nothing to worry about when inquiries were made about the cost of the work. Tr. 456:18 – 458:16.
6. On February 11, 2017, Mr. Mazloom presented the Golsons with a final statement of what he determined was owed on the Contract balance. **Pl. Ex 34**; Tr. 156:12-15.

7. Mr. Mazloom represented to the Golsons that he spent \$388,998.66¹ in raw construction costs on the Project and that he was owed and additional \$55,084.53 on the Contract balance (after applying the \$395,000.00 he received in progress payments and crediting \$18,247.05 in material costs purchased by the Golsons out of pocket), which included a 15% fee on Plaintiff's construction cost and an additional 15% fee on the materials purchased by the Golsons. **Pl. Ex. 34**; Tr. 153:13 – 156:15.
8. The Golsons requested Mr. Mazloom provide a full accounting and supporting documentation for the costs incurred, which Mr. Mazloom produced on April 17, 2017. **Def. Ex. 18, 20, 21**.
9. The Golsons disagreed they owed any additional money to Plaintiff. Thereafter, Plaintiff filed a Mechanic's Lien against the Golsons' property on May 5, 2017 and initiated this action for breach of contract and foreclosure of the Mechanic's Lien on June 15, 2017.
10. At trial, the parties disputed how payment was structured pursuant to the terms of the Agreement.
11. The Golsons argued that the contract was structured as a cost plus a fixed fee of 15% with a guaranteed maximum price of \$395,000.00. Tr. 439:6-440:15; 534:24-535:15.
12. On the other hand, ARM adopted alternative positions at trial. At times ARM argued that the Agreement was for a fixed fee of \$395,000.00 based upon previously agreed upon specifications, and that the cost of the Project increased due to changes requested by the homeowners. Tr. 247:17-21.
13. On other occasions ARM claimed the Agreement was structured as a cost plus a fee with no guaranteed maximum price. Tr. 159-160; T4. 416:18-25. Mr. Mazloom opined that any costs

¹ Mr. Mazloom testified that the total construction costs of \$388,998.66 depicted on **Pl. Ex. 34** represented the total of the itemized construction costs depicted on **Pl. Ex. 44**. However, the total of the itemized construction costs reflected in **Pl. Ex. 44** total \$387,864.64.

incurred over \$395,000 would automatically be interpreted as an “extra” under the terms of the contract, regardless of what the charges were for, and regardless of whether the charges were for items within the scope of the previously agreed upon specifications. Tr. 163:9-14. However, Mr. Mazloom could not explain why it was necessary to keep track of “extras” or reference extra costs in the contract if the parties intended there be no price ceiling. Tr. 159-160.

14. A demand letter from Plaintiff’s attorney characterized the contract as a cost plus with no ceiling. **Def. Ex. 19.**
15. The parties Agreement is comprised of a two-page document executed by the parties entitled Contract to Build and a two-page document entitled Contract for Services executed by the parties, both of which are dated February 29, 2016. **Def. Ex. 1.** The Contract for Services provides that the “Builder will construct said home at cost. Builder’s fee will be 15% of the cost to build said house.” The Contract to Build obligates the Builder to build the home in accordance with the house plans and the specifications attached to and incorporated into the Agreement. The Contract to Build also states that the Golsons would pay \$395,000.00 for the construction of the home. While the Court acknowledges that the specific payment structure of the Contract for Services and the Contract to Build may differ or conflict, or at a minimum be interpreted as ambiguous, the Court finds the only rational and reasonable interpretation of the documents as a whole, along with consideration of the entirety of the testimony, is that the Parties’ Agreement was structured as a cost plus a fee with a guaranteed maximum price of \$395,000.00. As referenced in the specifications attached to the Agreement, if the scope of work of the Project was modified or increased, the guaranteed maximum price could be

increased by agreement of the parties. Likewise, if the scope of work was decreased the guaranteed maximum price could be decreased by agreement of the parties.²

16. The parties stipulated Defendants paid ARM a total of \$395,000.00 for ARM's work on the Project, which does not include or account for the additional \$18,247.05 the Golsons paid out of pocket for materials used and incorporated into the Project.
17. Plaintiff claimed the Golsons owe an additional \$55,085.82 in contract balance for extracontractual work requested by the owners. **Pl. Ex. 34.**
18. The Golsons claimed Plaintiff is not owed any additional money because the parties' Agreement does not entitle ARM to more than \$395,000.00 and because Mr. Mazloom, acting individually and on behalf of ARM, fraudulently over-billed them for ARM's work on the Project by presenting them with inflated or falsified invoices.
19. The Golsons claimed the actual costs incurred on the Project were less than \$395,000.00 and they are entitled to damages for breach of contract, fraud and breach of contract accompanied by a fraudulent act.
20. The parties stipulated that prior to litigation, on April 17, 2017, Plaintiff submitted an accounting and backup documentation to the Golsons evidencing Plaintiff's costs on the Project. A copy of the cost backup documentation was provided to the Court and marked as **Joint Exhibit 1.**³

² Although neither party introduced the plans into evidence, the parties agreed that the house was to be built in accordance with a set of plans drafted by an engineer, Lloyd Higbe. Tr. 38: - 39:16; Tr. 431:24 - 432:24.

³ The parties do not stipulate as to the legitimacy of the documents produced, only that the documents contained in Joint Exhibit 1 were produced by Plaintiff on April 17, 2017. The legitimacy and trustworthiness of those records is a disputed fact before the Court.

21. A full and complete copy of Plaintiff's bank statements checks and deposits for the period January 1, 2016 through November 30, 2017 was provided to the Court and admitted into evidence as **Joint Exhibit. 2.**
22. The parties stipulated Plaintiffs' April 2017 accounting included copies of twelve (12) signed checks to various subcontractors that were never drawn on the ARM company bank account. **Joint Ex. 3.**
23. After litigation commenced and while discovery was ongoing, on March 19, 2018, Plaintiff produced copies of "cash receipts" to Defendants for the first time. The cash receipts were intended to account for the twelve (12) checks from twelve subcontractors that were never drawn on the ARM bank account. A true and correct copy of the additional backup and "cash receipts" produced by ARM Quality Builders, LLC on March 19, 2018 was submitted to the Court as **Joint Exhibit. 4.**⁴
24. The twelve cash payments to subcontractors total \$57,812.58. Mr. Mazloom testified that he used cash from his personal safe, and it was not money that belonged to the company. He testified that ARM pays him back for the money he pays in cash, but only if the homeowner pays ARM. Tr. 239:18-241. There are no loan documents between Mr. Mazloom and ARM formalizing Mr. Mazloom's personal loans to the company in the record.
25. Mr. Mazloom testified he keeps records of cash payments to subcontractors by writing and signing a check for the amount paid in cash and putting it in his file "for the IRS record." Tr. 110:15-111:20.

⁴ The parties do not stipulate as to the legitimacy of the documents produced, only that the documents contained in Joint Exhibit 4 were produced by Plaintiff on March 19, 2018. The legitimacy and trustworthiness of those records is a disputed fact before the Court.

26. There is no notation or reference to the IRS on any of the checks that Mazloom claimed were to prove to the IRS that those contractors were paid in cash. Indeed, there is no way to differentiate the “IRS” “reminder checks” from the legitimate checks drawn on the ARM account without examining all of ARM’s bank records to determine what checks were actually paid. **Joint Ex. 3.**

27. Mr. Mazloom provided no credible explanation as to why it was necessary to sign the checks to prove to the IRS that subcontractors were paid in cash. Tr. 189.

A. Plaintiff’s Claim for Extracontractual Work

28. Plaintiff’s Exhibit 33 is a document with handwriting itemizing what Plaintiff claimed was “extra” work. Tr. 45-46; 51-65. The handwriting added by Mr. Mazloom’s daughter after Plaintiff initiated this litigation does not evidence any agreement or change order approved by the Golsons. Tr. 174; Pl. Ex. 33.

29. Mr. Mazloom testified there were no written change orders on the Project. Tr. 175:6-17; Tr. 418:5-20.

30. There are no other documents in the record demonstrating the handwritten items identified on Plaintiff’s Exhibit 33 were considered “extras” by either party prior to performance of that work, nor is there any evidence demonstrating that Plaintiff incurred additional costs in performing such work or that the Golsons agreed by word or conduct to pay for any “extras.”

31. For the items that Plaintiff claimed were upgrades or substitutions, Plaintiff provided no evidence quantifying the cost differential between the specified items and the substituted or upgrade items. Tr. 163:15-167:5.

32. Mr. Mazloom testified he never told the Golsons the dollar amount any of the extras were going to cost. Tr. 168:1-3.

33. Mr. Mazloom testified that at some unspecified point during the project he told Mr. Golson costs were going to exceed \$395,000, but he did not know by how much. Mr. Mazloom testified the Golsons never cared to know how much over budget the project would be. Tr. 170-171.
34. The Court finds Plaintiff failed to meet its burden to present evidence that it incurred costs exceeding \$395,000.00 that related to extra work outside the scope of the parties' Agreement.

B. Breach of Contract

35. Whether the Court accepts Plaintiff's argument that its claim for breach of contract damages of \$55,085.82 is one for extracontractual work or not is irrelevant to the Court's conclusion that the Golsons did not breach the parties' Agreement. The Court has analyzed all of the alleged costs submitted by Plaintiff, making no distinction or determination as to whether it is "extra-contractual costs" or not, and determined that Plaintiff has not satisfied its burden of proving the costs it incurred, which were properly allocated to the Project, exceeded the total amount paid by the Golsons to the Plaintiff. Simply put and as set forth in detail below, the Court finds that Plaintiff failed to meet its burden that it incurred any costs on the Project exceeding \$395,000.00.

Richard Crolley/A&D Fabrication

36. Plaintiff claimed it incurred \$13,000.00 in costs on the Project for work provided by Rick Crolley and A&D Fabrication ("A&D"). A&D fabricated the handrails for the Project. **Pl. Ex. 44.**
37. Plaintiff claimed the charges incurred for the handrails are reflected on invoice no. 48852. **Def. Ex. 6A.** Plaintiff claimed it made seven payments to Mr. Crolley and A&D Fabrication. **Def. Ex. 6A,** ARM 000066, 000067.

38. Plaintiff claimed the cash payment is evidenced by a “cash receipt” for \$3,600 and a “IRS” reminder check (check no. 850) for the same amount. **Def. Ex. 6D; Def. Ex. 6B;** Tr. 226:14-227:25.⁵
39. Plaintiff included copies of invoice no. 48852 in the accounting produced to Defendants in April 2017, along with copies of check nos. 808, 850, 826, 767, 781, 784, and 793. **Joint Ex. 1; Def. Ex. 6A.** Plaintiff did not produce the “cash receipt” to Plaintiffs until March 2018. **Joint Ex. 3; Def. Ex. 6D.**
40. Mr. Mazloom denied asking Mr. Crolley to alter or create false invoices. Tr. 224-225.
41. Contrary to Mazloom’s testimony, Mr. Crolley testified Mr. Mazloom never paid him in cash. Tr. 266: 1-8. Mr. Crolley testified Mr. Mazloom always paid him with checks on every project. Tr. 267-268.
42. Mr. Crolley testified he did not retain copies of the invoices for the work he did, but he did work on other projects for Plaintiff in 2016. Tr. 269:19 – 270:20.
43. Mr. Crolley testified he sent Mr. Mazloom an invoice as soon as his work was complete. He testified all of his work on the Project was reflected on two invoices, one for the side and back of the house and one for the work on the front of the house. Tr. 269.
44. Mr. Crolley recalled providing a subpoena response in response to discovery with a blank copy of his invoice tickets. He testified that he did not write the \$13,000.00 figure on the copy that Mazloom submitted to the Golsons purporting to be his invoice, and that it did not belong to him because it was written on the wrong kind of invoice paper. Tr. 273-275; **Def. Ex. 6B.**

⁵ Plaintiff stipulated that Check No. 850 for \$3,600.00, which was also included in the April 2017 accounting, was never drawn on the ARM bank account. **Joint Ex. 1, Joint Ex. 3.**

45. Mr. Crolley testified Mr. Mazloom called him several times and showed up at his shop approximately three weeks before Mr. Crolley was expected to be deposed in this matter. Mr. Crolley testified that Mr. Mazloom contacted him on those occasions to demand a "cash receipt" for the Golson Project. Tr. 277:9 – 279:14.
46. Mr. Crolley candidly admitted that he wrote a false "cash receipt" at Mr. Mazloom's request, but admitted he was never paid the \$3,600 for the work described on that invoice. Mr. Crolley testified the document was a "no good" "dead ticket," and Mr. Mazloom came up with the \$3,600.00 figure and the date to include on the invoice. Tr. 277-278; 281:19-282:18; **Def. Ex. 6D**. Tr. 288-290.
47. Mr. Crolley testified Mr. Mazloom also contacted him in advance of his testimony at trial. Mr. Crolley testified he had no desire or intent to lie for anyone, indicating he was motivated to testify truthfully to the Court. Tr. 279:20 - 280:12.
48. The Court finds Plaintiff failed to meet its burden establishing it incurred \$13,000.00 in costs for A&D's work on the Project.
49. The Court observed Mr. Crolley's demeanor and finds his testimony to be credible.
50. The Court finds Plaintiff and Mr. Mazloom fraudulently overstated its costs by \$3,600.00.
51. The Court finds Plaintiff incurred \$9,400.00 in actual costs attributable to A&D's work on the Project.

Bubba Morrell/B&R Electric

52. Bubba Morrell testified on behalf of B&R Electric ("B&R"), which served as the electrical contractor on the Project.
53. Plaintiff claimed it incurred \$23,098.51 in costs on the Project for work provided by B&R Electric. **Pl. Ex. 44**; Plaintiff claimed that the charges incurred for the electrical work are

- reflected in two invoices received and that he made three payments to Mr. Morrell and B&R – two by check and one payment in cash. **Pl. Ex. 20**; Tr. 125:21 – 126:18.
54. Plaintiff claimed the cash payment is evidenced by a “cash receipt” for \$4,100 and a “IRS” reminder check (check no. 846) for the same amount. **Pl. Ex. 20**; Tr. 126:7-18.
55. Mr. Morrell testified he created an invoice at Mr. Mazloom’s request that falsely stated his cost of work on the Golson Project amounted to \$23,098.51. Tr. 269; **Def. Ex. 15A**, ARM 00068. However, Mr. Morrell testified the actual project costs were inflated by approximately \$5,000.00. Mr. Morrell testified B&R charged Plaintiff only \$18,000.00 for the Golson job, which is all B&R was paid. Tr. 296; **Def. Ex. 25**.
56. Mr. Morrell expressed regret for generating the false invoice and conveyed his desire to make it right by testifying truthfully before the Court. Mr. Morrell provided the original carbon copy invoice that reflected his true bill for the Golsons’ Project to the Court, and he explained how he falsely adjusted the square footage price to add \$5,000.00 to the final bill at Mr. Mazloom’s request. Tr. 303:5-305:12; Tr. 332:9-333:19; **Def. Ex. 25**.
57. Plaintiff stipulated it included the inflated \$23,098.51 invoice in the accounting provided to the Golsons on April 17, 2017 along with three checks to Bubba Morrell: check No. 812 for \$18,000.00, check no. 798 for \$900.00 and check no. 846 for \$4,100.00 as alleged support for costs incurred on the Project. **Joint Ex. 1; Joint Ex. 3**.
58. Mr. Morrell explained check no. 812 for \$18,000.00 dated December 30, 2016 was the only check he received from Mr. Mazloom and represented payment in full for the Golsons’ Project. **Def. Ex. 15A**, ARM 000069; Tr. 296-297, 301:12-305:12.
59. Mr. Morrell testified that check no. 798 for \$900.00 dated December 5, 2016, which Plaintiff stipulated was included in the accounting it provided to the Golsons in April 2017, relates to a

project he completed for Plaintiff on Old Cherokee Road. Tr. 310:17-312:25. Mr. Morrell presented an invoice for that work to the Court, which was admitted into evidence. **Def. Ex. 26.**

60. Mr. Morrell's testimony directly contradicts Mr. Mazloom's assertion that Plaintiff did not have any other jobs in progress while the Golsons' home was being built, and it suggests Plaintiff falsely charged the Golsons for work relating to another job.
61. Finally, although Plaintiff contends the check No. 846 for \$4,100.00 was written and signed to document a cash payment to Mr. Morrell for tax purposes, Mr. Morrell testified he was never paid in cash by Mr. Mazloom for work performed on the Golsons' Project. Tr. 269; Tr. 315:10-25; Tr. 321:18-25.
62. Mr. Morrell testified Mr. Mazloom approached him on several occasions and asked him to generate a "cash receipt" for \$4,100.00 to coincide with amount stated on check No. 846. Mr. Morrell testified that he ultimately relented but that he did not actually perform any of the work described in that document. Tr. 316-317; **Def. Ex. 15C.**
63. The Court finds Plaintiff failed to meet its burden establishing it incurred \$23,098.51 in costs for B&R Electric's work on the Project.
64. The Court observed Mr. Morrell's demeanor and finds his testimony to be credible.
65. The Court finds Plaintiff and Mr. Mazloom fraudulently overstated its costs by \$5,098.51.
66. The Court finds Plaintiff incurred \$18,000.00 in actual costs attributable to B&R Electric's work on the Project.

Joshua Hall/ Double R Cabinetry

67. Joshua Hall testified on behalf of Double R. Cabinetry, which provided the interior finish carpentry and cabinetry on the Golson Project. Tr. 337.

68. Plaintiff claimed the charges incurred for the carpentry and cabinetry totaled \$13,999.00 and are reflected on invoice nos. 1084 and 1080. **Pl. Ex. 44; Def. Ex. 7A.** Plaintiff claimed it made four payments to Mr. Hall, three times by check and once in cash. **Def. Ex. 7A, ARM 000047.**
69. Plaintiff claimed the cash payment is supported by a “cash receipt” for \$4,299.00 (invoice no. 1220) and a “IRS” reminder check (check no. 848) for the same amount. **Def. Ex. 7D; Def. Ex. 7A, ARM 000047.**
70. Plaintiff included copies of invoice nos. 1084 and 1080 in the accounting produced to Defendants in April 2017, along with copies of check nos. 800, 807, 824 and 848. **Joint Ex. 1; Def. Ex. 7A.** Plaintiff did not produce the “cash receipt” to Plaintiffs until March 2018. **Joint Ex. 3; Def. Ex. 7D.**
71. However, Mr. Hall testified invoice nos. 1080 and 1084 are inflated invoices that Mr. Mazloom asked him to create in January 2017. Tr. 345; Tr. 353:11-354:23.
72. Mr. Hall testified he previously provided the Golsons copies of the true invoices, invoice nos. 1079 and 1052, which reflect his actual charges on the Project. Tr. 343:18-344:13; **Def. Ex. 7B.**
73. The charges for the work described on invoice nos. 1079 and 1052 total \$5,121 and \$6,629, respectively. The combined total of the invoices that Mr. Hall testified he actually billed Plaintiff is \$11,750.⁶ Those invoices refer to two draw payments Mr. Hall received from ARM, one for \$3,500.00 on December 22, 2016 and another for \$2,500.00 on September 30, 2016. **Def. Ex. 7B; Tr. 364:8-16.**
74. Mr. Hall testified he was paid in full for his work. Tr. 350:25 – 351:2.

⁶ Mr. Hall attempted to add the invoices amounts together during his testimony on cross examination. However, upon review of the documents it appears Mr. Hall’s calculation was in error. Tr. 365. The actual combined total is \$11,750.00.

75. Mr. Hall testified check no. 800 for \$4,200.00 was payment for work he performed on Mr. Mazloom's brother's house and not the Golsons' as Mr. Mazloom claimed. Mr. Hall testified check no. 807 for \$3,500.00 and check no. 824 for \$2,000.00 most probably related to the Golson Project. However, given the passage of time since he completed the project, Mr. Hall could not recall with absolute certainty which checks were for the Golsons' work. Tr. 348: 24-351:2.
76. Mr. Hall testified he never received a cash payment for the Golson Project. Tr. 341:25-342:13. Mr. Hall testified Mr. Mazloom contacted him on several occasions shortly before his deposition in this case and requesting he create a "cash receipt" for \$4,299.00. Mr. Hall testified the "cash receipt" (invoice no. 1220) is not a legitimate document and does not reflect any actual charges for work performed on the Project. Mr. Hall appeared to genuinely regret creating the document for Mr. Mazloom. Tr. 342:19-343:17; 355:5-357:11.
77. Mr. Hall testified he worked on other projects for Plaintiff in 2016 and 2017, including one project for Mr. Mazloom's brother and another for Mr. Mazloom's son. Mr. Hall testified Plaintiff paid him with checks on those projects. Tr. 347-348.
78. Mr. Hall's testimony is bolstered by the text messages he received from Mr. Mazloom. **Def. Ex. 7E.** It is clear from those messages that Mr. Mazloom was in possession of a copy of invoice no. 1079, which reflected the legitimate charges for Double R's Cabinetry's work, as early as January of 2017. Nevertheless, Plaintiff failed to produce invoice no. 1079 to the Golsons in the April 2017 accounting and cost backup.
79. The text messages also reveal that Mr. Mazloom communicated with Mr. Hall about work that was ongoing at his brother's house on Pompeii Place in November and December of 2016. **Def. Ex. 7E.**

80. Finally, the text messages include a written request from Mr. Mazloom for a cash receipt for \$4,299.00. **Def. Ex. 7E.**

81. The Court observed Mr. Hall's demeanor and finds his testimony to be credible. While the evidence reflects the backup Plaintiff submitted to demonstrate its costs for Double R. Cabinetry's work was supported by a fraudulent check and a "cash receipt" for \$4,299.00, the Court accepts Mr. Hall's testimony that invoice nos. 1079 and 1052 reflected the actual work performed and ARM paid Mr. Hall \$11,750.00 for that work.

82. The Court finds the cost incurred for Double R. Cabinetry's work was \$11,750.00.

83. The Court finds Plaintiff and Mr. Mazloom submitted a falsely inflated invoice to Defendants and overstated the amount owed for work provided by Double R. Cabinetry by \$2,249.00.

Josh Jovner/White Knoll Heating and Air

84. Plaintiff claimed it paid White Knoll Heating and Air ("White Knoll") \$25,000 to install the HVAC system in the Golsons' home. **Pl. Ex. 44**; Tr. 124:12 – 125:13.

85. Plaintiff claimed it paid White Knoll in four installments, which included one \$5,500.00 cash payment. Plaintiff testified the remaining three installments were paid by check. **Def. Ex. 8A**, ARM 000021; Tr. 125:2-13.

86. Plaintiff claimed the cash payment is supported by a "cash receipt" for \$5,500.00 and an "TRS" reminder check (check no. 847) for the same amount. **Def. Ex. 8D**; **Def. Ex. 8A**, ARM 000021.

87. Plaintiff provided a copy of a \$25,000.00 White Knoll invoice (invoice no. 29460) to Defendants in April 2017, along with copies of check nos. 768, 799, 811, and 847. **Joint Ex. 1**; **Def. Ex. 8A**. Plaintiff did not produce the "cash receipt" to Defendants until March 2018. **Joint Ex. 3**; **Def. Ex. 8D**.

88. The \$25,000 invoice Mazloom asserted as backup for the HVAC costs is dated January 24, 2017, with payment due on or before February 23, 2017. **Def. Ex. 8A**. However, Plaintiff

claimed the first payment to White Knoll for the Project was by check in August 2016 for \$10,000, five months before the date of the invoice. **Def. Ex. 8A**, ARM 000021.

89. Mr. Joyner testified on behalf of White Knoll Heating & Air. Mr. Joyner testified he charged Plaintiff \$19,500.00 for the HVAC installed at the Project. Tr. 372: 3-16.

90. Mr. Joyner testified he sent Mr. Mazloom an invoice reflecting the \$19,500.00 charge, but he does not know what Mr. Mazloom did with it. Tr. 382:11-17.

91. Mr. Joyner testified Mr. Mazloom asked him to falsify invoice no. 29460 after the job was completed. Tr. 373:15-374:14. Mr. Joyner testified the \$25,000.00 invoice (invoice no. 29460) is falsely overstated by \$5,500.00. Tr. 376: 14-20.

92. Mr. Joyner testified that he was never paid in cash for the Golson Project. Tr. 375:20-374:17.

93. Mr. Joyner testified he did not create the "cash receipt" Mr. Mazloom claimed he received from White Knoll. Mr. Joyner testified he saw the cash receipt for the first time at the trial in this matter. Tr. 376: 21-377: 9; Tr. 378: 21-379:11; **Def. Ex. 8D**.

94. The Court finds Mr. Joyner's testimony to be credible. The Court finds ARM paid Mr. Joyner \$19,500.00 for his work on the Project.

95. The Court finds Plaintiff submitted a fraudulently inflated invoice to Defendants.

96. The Court finds Plaintiff overstated the amount it was owed for the HVAC system supplied by White Knoll Heating & Air by \$5,500.00.

Winnsupply

97. Plaintiff claimed it incurred \$4,329.40 in charges related to materials purchased from Winsupply for the Golson Project. **Pl. Ex. 44**; Tr. 82:11-25.

98. Plaintiff testified the Winnsupply charges are supported by the invoices contained in Plaintiff's Exhibit 8, which were admitted into evidence. Tr. 82:11-25; **Pl. Ex. 8**.

99. Plaintiff did not call any witnesses from Winnsupply to testify regarding the invoices contained in **Pl. Ex. 8**.

100. Among the Winnsupply backup is an invoice for \$1,069.15 for rough plumbing materials (invoice no. 33701200). The shipment date on the invoice is February 16, 2017. The shipment address identified as "Chapin," and a physical shipment address is not provided. The invoice does not include any reference to the Golson Project. Tr. 391: 22- 395:11; **Pl. Ex. 8**.

101. Mr. Mazloom acknowledged the rough plumbing on the Golson Project was completed before the February 16, 2017 shipment date listed on invoice no. 33701200.⁷

102. Mr. Mazloom attempted to explain how invoice no. 33701200, which is dated five days after Plaintiff submitted its final to the Golsons, could reasonably be included the Project costs. Mr. Mazloom claimed the original invoice had the wrong shipment address and that someone at Winnsupply corrected the address and provided a new invoice to him in February 2017, which altered the shipment date on the document. He testified that the materials were actually shipped earlier than what is indicted on invoice no. 33701200. Tr. 395:22-398:21.

103. The Court finds Mr. Mazloom's testimony is not credible. A copy of the original invoice Plaintiff claimed reflects the actual shipment date is not in the record. Plaintiff did not call any witnesses from Winnsupply to support Mr. Mazloom's testimony.

104. Furthermore, Mr. Mazloom's explanation regarding the need to correct the shipment address on invoice no. 33701200 is untenable. The invoice indicates the items were sold to ARM and identifies Mr. Mazloom's home address as the purchaser's address. The delivery

⁷ In a prior Order dissolving Plaintiff's mechanic's lien dated November 27, 2018, the Court determined that the Project was complete, and no labor or materials were provided or incorporated into the Project after January 2017.

address is referred to as "Chapin job," and no physical address is reflected in the "ship to" column.

105. With the exception of invoice no. 33355900 for \$639.79 and invoice no. 32546500 for \$757.75, there is no shipment address or other identifying information on any of the other Winnsupply invoices included in Plaintiff's claim relating them to the Project. **Pl. Ex. 8.**

106. The Project address is 207 Libby Ariail Lane. "Libby Ariail" is listed as the job name on invoice nos. 33355900 and 32546500. The Court finds Plaintiff presented sufficient evidence that invoice no. 33355900 for \$639.79 and invoice no. 32546500 for \$757.75 reasonably relate to materials purchased for the Project.

107. With the exception of invoice nos. 33355900 and 32546500, the Court finds the Winnsupply invoices provided by Plaintiff afford no reliable or articulable basis to support a finding that those materials relate to the Project.

108. The Court finds Plaintiff established it incurred a maximum of \$1,397.54 in actual project costs with respect to materials purchased from Winnsupply.

109. The Court finds Plaintiff failed to meet its burden establishing the materials reflected on the remaining invoices provided in Plaintiff's Exhibit 8 are attributable to the Project.

110. Specifically, the Court finds invoice no. 33701200 for \$1,069.15 is not attributable Project. The Court further finds invoice nos. 33441400, 33460500, 33373800, 33363000, 33324800, and 33272700 are not attributable the Project.

Vacuum Center/Tony Bearden

111. Plaintiff claimed it incurred \$2,800.00 in costs for work provided by Vacuum Center, Inc. ("Vacuum Center") on the Project, which is reflected on invoice no. 92192. **Pl. Ex. 21, Pl. Ex. 44; Def. Ex. 14A.**

112. Plaintiff claimed it made three payments to Vacuum Center: two checks, each for \$1200, and one \$400 cash payment. **Def. Ex. 14A**, ARM 000058.
113. Plaintiff claimed the cash payment is supported by a “cash receipt” for \$400.00 (invoice no. 93244) and an “IRS” reminder check (check no. 845) for the same amount. **Def. Ex. 14D; Def. Ex. 14A**, ARM 000058.⁸
114. Plaintiff included copies of invoice no. 92192 in the accounting produced to Defendants in April 2017, along with copies of check nos. 764, 803 and 845. **Joint Ex. 1; Def. Ex. 14A**. Plaintiff did not produce the “cash receipt” to Plaintiffs until March 2018. **Joint Ex. 3; Def. Ex. 14D**.
115. Mr. Mazloom was questioned about a subpoena response provided by Vacuum Center reflecting a total charge of \$2,400.00. The description of the work is identical to the \$2,800 invoice submitted by Mr. Mazloom, but the total job cost is \$400.00 less than what is claimed on Plaintiff’s invoice. Mr. Mazloom attempted to explain the discrepancy by claiming that he purchased a nail gun for Mr. Bearden to use on the Project. However, he could not credibly explain how a nail gun would make the price of the invoice increase \$400.00. Tr. 403:9-406:1.
116. The description of the work on the \$400 “cash receipt” produced by Plaintiff in 2018 is for additional wiring and pipe, which are charges in addition to those provided on the original invoice. The receipt also indicates payment in cash. There is no reference to a \$400 credit for a nail gun purchase on the document itself. **Def. Ex. 14D**.
117. The Court finds Mr. Mazloom’s testimony is not credible. Plaintiff did not call Mr. Bearden or any other witness to testify on behalf of Vacuum Center to support his testimony.

⁸ Plaintiff stipulated that Check No. 845 for \$400.00 was never drawn on the ARM bank account. **Joint Ex. 1, Joint Ex. 3**.

118. The Court finds Plaintiff failed to meet its burden establishing it incurred \$2,800 in costs for Vacuum Center's work on the Project.

119. The Court finds Plaintiff and Mr. Mazloom submitted a falsely inflated invoice to Defendants, on which Plaintiff overstated the amount it was owed for work provided by Vacuum Center by \$400.00.

120. The Court finds Plaintiff paid Vacuum Center \$2,400.00 for its work on the Project.

Harvey Wise

121. Plaintiff claimed the tile subcontractor, Harvey Wise, submitted two invoices totaling \$12,586.50 for his work on the Project. **Pl. Ex. 44; PL. Ex. 9.**

122. Plaintiff claimed it paid Mr. Wise \$12,586.50 in three separate payments, all of which were delivered to Mr. Wise at the same time on March 20, 2017. Mr. Mazloom testified he wrote two \$6,000.00 checks to Mr. Wise and paid the remaining \$586.50 balance in cash. Tr. 104:14-105:23.

123. The Court admitted Plaintiff's Exhibit 9 into evidence at Plaintiff's request. The first page of Plaintiff's Exhibit 9 is ARM check no. 853 for \$12,586.50. Notably, Plaintiff stipulated check no. 853 was never drawn on the ARM account but was included accounting ARM provided the Golsons in April 2017. **Pl. Ex. 9, Joint Ex. 3, 1.000142-143.**

124. Plaintiff did not explain what the \$12,586.50 check that was not drawn on the ARM account represented with respect to the Project or why it was included in its April 2017 Project accounting.

125. The second page of Plaintiff's Exhibit 9 is an invoice for \$586.50 (invoice no. 3202017) for "kitchen backsplash," which Plaintiff stipulated was not produced until March 2018. **Joint Ex. 4.**

126. The third page of Plaintiff's Exhibit 9 is an invoice for \$12,106.50 (invoice no. 1222017) that Plaintiff originally provided to the Golsons as its cost backup. **Joint Ex. 3, 1.000142-143.** There is unidentified handwriting on that document adding another \$480.00 underneath the typed balance on the invoice, increasing the final balance to \$12,586.50.
127. Plaintiff did not explain what the additional \$480.00 charge represented on invoice no. 320217 or why ARM claimed it is owed only \$12,586.50 for Mr. Wise's work when the combined total of invoice nos. 320217 and 1222017 is \$13,171.00.
128. The last page of Plaintiff's Exhibit 9 includes copies of two \$6,000.00 checks that were written to Mr. Wise. Plaintiff did not explain why it did not include copies of the two \$6,000 checks in the accounting backup submitted to the Golsons in April 2017, nor did Plaintiff explain why it was necessary to pay Mr. Wise with two identical checks and with cash on the same day.
129. Plaintiff did not offer Mr. Wise or any other witnesses to testify regarding the tile work performed on the Project or payments Mr. Wise received from ARM.
130. The Court finds Plaintiff failed to meet its burden establishing it incurred \$12,585.50 in costs for Mr. Wise's work on the Project.
131. Given the unexplained discrepancies in Plaintiff's own documents, Mr. Mazloom's testimony and the documents admitted did not appear credible. The trustworthiness of the documents and the credibility of Mr. Mazloom's testimony was further undermined by four of Plaintiff's own subcontractors, who testified that Mr. Mazloom directed them to falsify invoices and denied receiving any payments in cash. The subcontractors' testimony in this case establishes Plaintiff and Mr. Mazloom engaged in a pattern of dishonesty and deception by seeking payment for false or inflated invoices from Defendants. Therefore, the Court finds Mr.

Mazloom's testimony alone is untrustworthy and insufficient to establish the costs related to Mr. Wise's work on the Project.

132. While it is likely Plaintiff did incur some costs for work provided by Mr. Wise on the Project, Plaintiff failed to meet its burden establishing what those costs were. Without testimony from Mr. Wise or any other witnesses, there is no reliable evidence to determine the specific amount costs attributable to the Project for Mr. Wise's work. The Court will not conjecture in favor of Plaintiff where Plaintiff failed to meet its burden of proof.

Eagle Excavating/Jim Pasko

133. Plaintiff claimed it incurred \$5,150.00 in costs for grading work provided by Eagle Excavating and Jim Pasko on the Project. **Pl. Ex. 44; Pl. Ex. 10.**
134. Plaintiff claimed the Eagle Excavating charges are supported by the following invoices: (1) invoice no. 402394 dated January 19, 2017 for \$600.00, (2) invoice no. 402377 dated January 10, 2017 for \$1,500.00, (3) unnumbered invoice dated October 6, 2016 for \$1,650.00, and (4) unnumbered invoice dated July 19, 2016 for \$400.00. Tr. 107:15-109:8; **Pl. Ex. 10.**
135. Mr. Mazloom testified he paid Mr. Pasko \$600 in cash for invoice no. 402394. Tr. 109:9-25.
136. Mr. Mazloom did not offer any testimony regarding the two checks payable to Mr. Pasko that are included on the last page of Plaintiff's Exhibit 10. Mr. Mazloom did not testify that the checks represent payment for the invoices Plaintiff claimed are related to the Golson Project.
137. The first check included Plaintiff's Exhibit 10 is for \$3,000.00 and is dated November 16, 2016 (check no.788). There is nothing in the memo line or on the face of the check itself that relates that payment to the Golsos Project. According to the invoices provided Plaintiff, the October 2016 invoice for \$1,650 and the July 2016 invoice for \$600.00 were the only two bills

outstanding at the time Plaintiff issued the \$3,000.00 check to Mr. Pasko. Plaintiff did not offer any explanation as to why he paid \$750.00 more than Mr. Pasko had billed him at that time.

138. The second and final check included in Plaintiff's Exhibit 10 is for \$1,500.00 and is dated January 12, 2017 (check no. 815). Likewise, there is nothing in the memo line or on the face of the check itself that relates that payment to the Golsons Project.
139. The sum total of the four invoices provided in Plaintiff's Exhibit 10 is \$4,150.00, which does not match the \$5,150.00 figure on Plaintiff's claim summary provided in Plaintiff's Ex. 44. There is no testimony in the record explaining this discrepancy.
140. The Court finds Plaintiff's claim for work attributable to Eagle Excavating cannot reasonably exceed the \$4,150.00 sum total of the invoices contained in Plaintiff's Exhibit 10.
141. The Court finds the records provided in Plaintiff's Exhibit 10 are contradictory and untrustworthy. The combined total of check nos. 788 and 815 is \$4,500.00, which exceeds the combined total of the invoices produced by Plaintiff by \$350.00. Accounting for the \$600.00 cash payment Plaintiff claimed it paid in February 2017, Plaintiff's own records suggest Plaintiff overpaid Eagle Excavating \$950.00. **Pl. Ex. 10.**
142. The Court finds Mr. Mazloom's testimony is not credible. Plaintiff did not offer Mr. Pasko or any other witnesses to testify on behalf of Eagle Excavating regarding the grading work performed on the Project, the invoices submitted for the job, or the payments Mr. Pasko received from ARM.
143. The Court finds Plaintiff failed to meet its burden establishing the costs it incurred with respect to work provided by Mr. Pasko and Eagle Excavating. Without testimony from Mr. Pasko or any other witnesses, there is no reliable evidence from which the Court may

reasonably the costs attributable to the Project for Mr. Pasko's work. The Court will not conjecture in favor of Plaintiff where Plaintiff failed to meet its burden of proof.

Jamie Huerta

144. Plaintiff claimed it incurred \$22,483.56 in costs for concrete work provided by Jamie Huerta on the Project. **Pl. Ex. 44; Def. Ex. 10A.** Plaintiff included two email "invoices" from Mr. Huerta to Mr. Mazloom and copies of three checks in the accounting provided to the Golsons in April 2017 as support for those costs. **Def. Ex. 10A.**
145. Mr. Mazloom testified Plaintiff paid Mr. Huerta \$22,483.56 in total. Mr. Mazloom testified he paid Mr. Huerta \$3,683.56 in cash and the remaining payments were made by check. Tr. 113:25-114:20.
146. Plaintiff claimed the \$3,683.56 cash payment is supported by an "IRS" reminder check (check no. 841) for the same amount.⁹ Tr. 115-117; **Def. Ex. 10A.**
147. Plaintiff did not offer Mr. Huerta or any other witness to testify regarding the charges incurred for the concrete work. However, the record includes a copy of the email "invoices" for the Project produced by Mr. Huerta in response to a subpoena, which indicates his actual cost on the job was \$15,215.00. **Def. Ex. 10B.**
148. The labor and materials itemized on Mr. Mazloom's email "invoice" dated October 14, 2016 total \$4,283.56, and the labor and materials for the Golson Project itemized on the same email produced by Mr. Huerta total \$3,015.00. Compare **Def. Ex. 10A**, ARM 000016-17 and **Def. Ex. 10B.** In other words, it appears the October 2016 email that was produced to the Golsons was altered to reflect an additional \$1,268.56 in costs above what Mr. Huerta provided as documentation for that work.

⁹ Plaintiff stipulated that Check No. 841 for \$3,683.56, which was also included in the April 2017 accounting, was never drawn on the ARM bank account. **Joint Ex. 1, Joint Ex. 3.**

149. Moreover, the October 2016 email includes an \$850.00 charge for labor performed at 125 Sweet Melody Lane, which is Mr. Mazloom's personal residence. This suggests Mr. Mazloom was working on a project for himself at the same time as the Golsons' project and was falsely submitting charges for that work to the Golsons for payment. **Def. Ex. B.**
150. The labor and materials itemized on Mr. Mazloom's email "invoice" dated January 20, 2017 total \$18,200.00, but itemized charges on the same email produced by Mr. Huerta total only \$12,200.00. Compare **Def. Ex. 10A**, ARM 000015 and **Def. Ex. 10B**. Likewise, it appears the January 2017 email that was produced to the Golsons was altered to reflect an additional \$6,000.00 in costs above what Mr. Huerta provided as documentation for that work.
151. Given the unexplained discrepancies between the email invoices Plaintiff submitted to the Golsons for payment and the emails produced by Mr. Huerta, the Court finds Mr. Mazloom's testimony is not credible.
152. The Court finds Plaintiff failed to meet its burden establishing it incurred \$22,483.56 in costs for Mr. Huerta's work on the Project.
153. While it is likely Plaintiff did incur some costs for work provided by Mr. Huerta on the Project, Plaintiff failed to meet its burden establishing what those costs were.
154. Given Mr. Mazloom's pattern of seeking payment for falsely inflated invoices through the manipulation of subcontractor cost records, it is reasonable to conclude Mr. Mazloom engaged in a similar scheme with respect to Mr. Huerta's project costs.
155. While the evidence reflects the backup submitted by Plaintiff was supported by a fraudulent "IRS" check for \$3,683.56, the Court finds the emails produced by Mr. Huerta reasonably establish the costs for Mr. Huerta's work on the Project.
156. The Court finds the cost incurred for Mr. Huerta's work is \$15,215.00.

157. The Court finds Plaintiff and Mr. Mazloom fraudulently submitted an altered and inflated email "invoice" to Defendants, overstating the amount owed for work provided by Mr. Huerta by \$7,268.56.

RNG Contracting/Nery Rodas

158. Plaintiff claimed it incurred \$148,000.00 in costs for work provided by Nery Rodas with RNG Contracting on the Project. Mr. Mazloom testified that Mr. Rodas provided the foundation, floors, framing, roofing, sheetrock and painting and various other work. **Pl. Ex. 44**; Tr. 132.
159. Plaintiff claimed the charges incurred for RNG's work are reflected on ten separate invoices: invoice dated July 20, 2016 for \$16,000, invoice dated August 20, 2016 for \$24,200, invoice dated August 25, 2016 for \$16,100, invoice dated October 5, 2016 for \$16,780, invoice dated November 10, 2016 for \$19,400, invoice dated November 15, 2016 for \$14,600, invoice dated January 10, 2017 for \$10,700, invoice dated January 12, 2017 for \$5,402.52, invoice dated January 25, 2017 for \$23,271, and invoice dated January 26, 2017 for \$2,500. Tr. 132: 23-133:13; **Pl. Ex. 27**.
160. Mr. Mazloom claimed he paid Mr. Roads by check on eight (8) occasions and \$32,753.52 in cash. **Pl. Ex. 27**; **Def. Ex. 9A**.
161. Plaintiff claimed the cash payment is evidenced by a "cash receipt" for \$32,753.52 and a "IRS" reminder check (check no. 852) that was never drawn on the ARM account for the same amount. Tr. 192:4 – 194:13; **Def. Ex. 9A**.
162. Plaintiff included copies of each of the above referenced invoices in the accounting produced to Defendants in April 2017, along with copies of check nos. 757 (\$6,000), 760 (\$30,000), 769 (\$10,000), 774 (\$19,200), 778 (\$10,000), 780 (\$12,000), 852 (\$32,753.52), 821

(\$9,000), 791 (\$20,000).¹⁰ **Joint Ex. 1, 1.00086-88; Def. Ex. 9A.** Plaintiff did not produce the “cash receipt” to Plaintiffs until March 2018. **Joint Ex. 3; Def. Ex. 9D.**

163. Notably, the dates and amounts of the checks do not match up to any particular invoice. For example, a handwritten note on the \$16,000 invoice dated July 20, 2016 indicates it was paid the same day. However, only one check was written to Mr. Rodas in July 2016 (check no. 757) and that check is for only \$6,000. When questioned about this, Mr. Mazloom denied altering the invoice by adding a “1” before the “6” and inflating the invoice by \$10,000. Instead he claimed he paid Mr. Rodas the \$6,000 “because he asked me.” Tr. 195-196; **Def. Ex. 9A.**
164. Next, Mr. Mazloom denied he that he received any money from Mr. Rodas. Mr. Mazloom was then questioned about a \$20,000 check payable to “cash” that Mr. Mazloom received from Mr. Rodas on November 23, 2016 (check no. 1502). **Def. Ex. 9E.** When asked to explain why he wrote check no. 791 for \$20,000 to Mr. Rodas on November 16, 2016 and why Mr. Rodas then paid him back \$20,000 just seven days later, he claimed the money was a loan and denied it had anything to do with the Project. Mr. Mazloom testified he loaned Mr. Rodas \$20,000 about two weeks before Mr. Rodas paid him back, but he was unable to recall any specific information about the loan or what it was for. Tr. 206-212. There are no documents in the record evidencing a loan agreement between Mr. Rodas, Plaintiff or Mazloom.
165. The RNG invoice dated January 26, 2017 for \$2,500 reflects alleged charges for cleaning and power-washing all of the outside brick and the driveway. However, Mr. Golson testified that work was never performed. **Def. Ex. 9A, ARM00085; Tr. 473:4 – 474:3.**

¹⁰ Although Plaintiff testified his total claim with respect to Mr. Rodas is \$148,000, the sum total of the checks produced in the backup to the Golsons, including the \$32,753.52 “IRS” reminder check for the cash payment, is \$148,953.52.

166. The Court observed Mr. Mazloom's demeanor and finds his testimony lacks credibility, and the records Mr. Mazloom claimed supported his testimony are untrustworthy.
167. Plaintiff did not offer Mr. Rodas or any other witnesses to testify on behalf of RNG Contracting regarding the work Mr. Rodas and RNG performed on the Project, the invoices submitted for the job, or the payments Mr. Rodas received from ARM.
168. The Court finds Plaintiff failed to meet its burden establishing it incurred \$148,000.00 in costs for Mr. Rodas' work on the Project.
169. The Court finds Plaintiff and Mr. Mazloom fraudulently overstated its costs by \$55,253.52 which includes the alleged \$32,753.52 cash payment, the \$20,000 "kickback" payment that was paid back to Mazloom seven days later, and the \$2,500 alleged costs for the power-washing that was not performed.
170. The Court finds Plaintiff incurred \$92,746.48 in actual costs attributable to Mr. Rodas' work on the Project.

Proctor Foundation and Concrete

171. Plaintiff claimed it incurred \$10,000.00 in costs on the Project for work provided by Marc Proctor and Proctor Foundation and Concrete ("Proctor"). Proctor was the concrete and foundation subcontractor for the Project. Tr. 128:20-131:3; **Pl. Ex. 44; Def. Ex. 12A.**
172. Plaintiff claimed the charges incurred for the foundation and concrete are reflected on invoice no. 1452 dated July 12, 2016. **Def. Ex. 12A**, ARM 000011.
173. Mr. Mazloom testified he paid Proctor twice by check (check no. 753 for \$3,500.00 check no. 754 for \$5,500.00) and once in cash. Tr. 128:20-131:3; **Def. Ex. 12A.**
174. Plaintiff claimed the \$1,000 cash payment is evidenced by an "IRS" reminder check dated July 25, 2016 (check no. 842) for the same amount. **Def. Ex. 12A.** Plaintiff stipulated check

no. 842 was never drawn on the ARM bank account but was produced in the April 2017 accounting Plaintiff submitted to the Golsons.

175. Plaintiff did not produce a “cash receipt” from Proctor for the \$1,000 payment. Tr. 230:3-235:2.

176. Plaintiff did not offer Mr. Proctor or any other witnesses to testify on behalf of Proctor Foundation and Concrete regarding the concrete and foundation work performed on the Project, the invoices submitted for the job, or the payments Proctor received from ARM.

177. The Court finds Plaintiff failed to meet its burden establishing it incurred \$10,000.00 in costs for Proctor’s work on the Project.

178. The Court observed Mr. Mazloom’s demeanor and finds his testimony regarding the cash payment and the IRS “reminder” check lacks credibility.

179. The Court finds Plaintiff and Mr. Mazloom fraudulently overstated Proctor’s costs by \$1,000.00.

180. The Court finds Plaintiff incurred \$9,000.00 in actual costs attributable to Proctor’s work on the Project.

Billy Kelly

181. Plaintiff claimed it paid the plumbing subcontractor, Billy Kelly, \$2,400.00 for his work on the Project. **Pl. Ex. 44; PL. Ex. 16.**

182. Plaintiff claimed the charges incurred for the plumbing are reflected on invoice no. 787113, which totals \$2,400. The description of the work on that invoice reads “Rough in of trim. Builder provide material.” **Pl. Ex. 16.**

183. Mr. Mazloom claimed Mr. Kelly was paid on two occasions, once by check for \$1,600 in January 2017 and the remainder in cash. Tr. 121-123.

184. Mr. Mazloom claimed the cash payment was for “extra work” performed by Mr. Kelly with respect to the faucet for the hand bidet. Tr. 123:2-25.
185. Mr. Mazloom did not explain when the extra work was performed, if those charges were in addition to the charges on invoice no. 787113, or why the extra work was not included in the description of work on that invoice. Even assuming the alleged “extra work” charges were in addition to the charges included on invoice 787113, Mr. Mazloom did not explain why Plaintiff’s total claim for Mr. Kelly’s work is only \$2,400 and not \$3,200.
186. Nevertheless, Plaintiff claimed the cash payment is supported by an “IRS” reminder check dated October 29, 2016 (check no. 843) for \$800.00. **Def. Ex. 16.** Notably, Plaintiff stipulated check no. 843 was never drawn on the ARM account but was included accounting ARM provided the Golsons in April 2017. **Pl. Ex. 16; Joint Ex. 3.**
187. Plaintiff attempted to introduce a “cash receipt” for the \$800 cash payment, but the Court declined to consider the contents of that document for the truth of the matter asserted without testimony from Mr. Kelly regarding the money he received from Plaintiff on this Project. Tr. 147:10-150:15 (excluding Pl. Ex. 35).
188. Plaintiff did not offer Mr. Kelly or any other witnesses to testify regarding the plumbing work performed on the Project or payments Mr. Wise received from ARM.
189. Given the unexplained discrepancies in Plaintiff’s own documents, Mr. Mazloom’s testimony and the documents admitted did not appear credible. The trustworthiness of the documents and the credibility Mr. Mazloom’s testimony was further undermined by four of Plaintiff’s own subcontractors, who testified that Mr. Mazloom directed them to falsify invoices and denied receiving any payments in cash. The subcontractors’ testimony in this case establishes Plaintiff engaged in a pattern of dishonesty and deception by seeking payment for

false or inflated invoices from Defendants. Therefore, the Court finds Mr. Mazloom's testimony alone is untrustworthy and insufficient to establish the costs related to Mr. Kelly's work on the Project.

190. While it is likely Plaintiff did incur some costs for work provided by Mr. Kelly on the Project, Plaintiff failed to meet its burden establishing what those costs were. Without testimony from Mr. Kelly or any other witnesses, there is no reliable evidence to determine the specific amount costs attributable to the Project for Mr. Kelly's work. The Court will not conjecture in favor of Plaintiff where Plaintiff failed to meet its burden of proof.

191. The Court finds Plaintiff and Mr. Mazloom fraudulently overstated the amount it was owed for Mr. Kelly's work on the Project by a minimum of \$800, the amount of the "IRS" reminder check that was never drawn on the ARM account.

192. However, in light of the lack of testimony from Mr. Kelly and the lack of credibility and trustworthiness of the evidence submitted by Plaintiff, the Court further finds Plaintiff failed to meet its burden establishing it incurred the entirety of the \$2,400.00 in costs Plaintiff claimed for Mr. Kelly's work on the Project.

193. Having fully considered all of the evidence presented in support of the project costs presented by ARM and the challenges and disputes thereto by the Golsons, the Court has made specific findings for the reasons set forth above and summarizes those findings as follows:

Total Project Costs- Damages for Breach of Contract and Fraud

Sub/Supplier	Amount Claimed by Plaintiff	Amount Proven By Plaintiff	Unproven amount of Plaintiff's claim
Undisputed Subcontractor Costs ¹¹	\$ 105,116.68	\$ 105,116.68	
Winnsupply	\$ 4,329.40	\$ 1,397.54	\$ 2,931.86
A&D Fabrication (Rick Crolley)	\$ 13,000.00	\$ 9,400.00	\$ 3,600.00
White Knoll Heating and Air (Josh Joyner)	\$ 25,000.00	\$ 19,500.00	\$ 5,500.00
B&R Electric (Bubba Morrell)	\$ 23,000.00	\$ 18,000.00	\$ 5,000.00
Double R. Cabinetry (Josh Hall)	\$ 13,999.00	\$ 11,750.00	\$ 2,249.00
RNG Contracting (Nerry Rodas)	\$ 148,000.00	\$ 92,746.48	\$ 55,253.52
J&M Huerta (Jamie Huerta)	\$ 22,483.56	\$ 15,215.00	\$ 7,268.56
Eagle Excavating (Jim Pasko)	\$ 5,150.00	\$ -	\$ 5,150.00
Harvey Wise	\$ 12,586.50	\$ -	\$ 12,586.50
Proctor Foundation and Concrete (Marc Proctor)	\$ 10,000.00	\$ 9,000.00	\$ 1,000.00
Vacuum Center (Tony Bearden)	\$ 2,800.00	\$ 2,400.00	\$ 400.00
Billy Kelly	\$ 2,400.00	\$ -	\$ 2,400.00
TOTAL	\$ 387,865.14	\$ 284,525.70	\$ 103,339.44

¹¹ Plaintiff and Defendants do not dispute that Plaintiff met its burden establishing the project costs it incurred with respect to the following subcontractors and suppliers: Adam Goings, BMC East, Bilt Rite, Barnhill Services, GTG, Lowes, Stier, Allwaste, SCE&G, Cyrstaline, Donald Daniels, Complete Septic Tank, Jason Kyzer, Lexington County Lucius Cobb, Cayce Exterminating, and Columbia Shelving and Mirror (collectively, the "Undisputed Project Costs"). **Pl. Ex. 44.** Therefore, the Court finds the Undisputed Project Costs total \$105,116.68 and are properly accounted for in Plaintiff's claim.

194. Plaintiff has proved \$284,525.70 in actual project costs as referenced above.

195. The Court finds the maximum amount Defendants were required to pay Plaintiff for the Project is \$327,204.56, which is the total proven costs of \$284,525.70 plus \$42,678.86 (15% of the proven project costs).¹²

196. The Court finds Defendants paid Plaintiff \$395,000.00 plus \$18,247.05 in out of pocket material costs, for a total of \$413,247.05. Having found Plaintiff established it earned \$327,204.56 for its project costs and fee, Plaintiff is not entitled to any additional costs with respect to its claim for breach of contract.

197. The Court finds Defendants paid Plaintiff \$86,042.50 in excess of what the parties' Agreement required. The Court further finds that Plaintiff's requests for payment for which it was not entitled and the Defendants' payments to Plaintiff in reliance on the false representations was a breach of the parties' Agreement that resulted in damages of \$86,042.50.

C. Fraud

198. As referenced above, Defendants asserted, and this Court so found that certain alleged costs were fraudulently presented by Plaintiff and Mr. Mazloom to Defendants for payment; that Defendants reasonably relied on the requests for payment and Plaintiff and Mazloom were paid monies for which there was no entitlement. More specifically, requests for payment were submitted by ARM and Mazloom representing actual costs incurred when, in fact, those costs had not been incurred and were not properly allocated to the Project. Furthermore, ARM's

¹² The Court finds the parties' Agreement does not expressly provide for ARM to earn a fee for costs that the Golsons incurred for materials contemplated to be purchased by ARM. As such, Plaintiff is not contractually entitled to recover a 15% fee on the \$18,247.05 in materials purchased by the Golsons out of pocket.

and Mazloom's scheme of fraudulent activity included fabricated checks that were not drawn in Plaintiff's account.

199. ARM and Mazloom's fraudulent scheme was employed by a variety of methods intended to convolute the Project accounting records. In addition to submitting checks to the Golsons that were never drawn on the ARM back account, Mazloom submitted invoices to the Golsons for work not performed and/or for work relating to other projects he was working on at the time, including renovations at his personal residence and his brother's house. Mr. Mazloom used many of the same contractors on the Golson's project, so he was able to manipulate those invoices to make the work appear as if it related to the Golsons' Project.

200. There is ample testimony from multiple third-party witnesses that Mazloom made concerted efforts to conspire or otherwise coordinate the production of false invoices reflecting payment had been received by subcontractors in cash when such payments had not been paid. Testimony also reflects invoices being presented as costs incurred by ARM that were either inflated or for work not performed on the Golsons' residence.

201. In light of the evidence presented at trial, Mr. Mazloom's testimony regarding the work performed on the other projects was not credible. Initially, Mr. Mazloom testified that he only worked on two projects in 2016—he testified that he built his son's house in early 2016 and once that project was completed, he began work on the Golson's project in July 2016. Mr. Mazloom testified that ARM did not perform work on any other projects while the Golsons' home was under construction. Tr. 175:21-176.

202. When confronted with evidence that he performed work on his brother's house at the same time as he worked on the Project, Mr. Mazloom attempted to explain that while he did send contractors, including B&R electric, Josh Hall, and Nery Rodas, over to his brother and sister

in law's house to do some work in 2016 while the Golson project was ongoing, his brother did not pay him for any of that work. He claimed his relatives paid the contractors directly. Tr. 176l; Tr. 177-178. However, that testimony was contradicted by Mr. Mazloom's own subcontractors. For example, Mr. Hall testified Mr. Mazloom paid him for the work he did at Mazloom's brother's house. Tr. 347-348.

203. Furthermore, the emails subpoenaed from Mr. Huerta included charges for labor Mr. Huerta performed at Mr. Mazloom's residence, and Mr. Crolley recalled doing work at Mr. Mazloom's house as well. Def. Ex. 10B.

204. Not only did ARM and Mr. Mazloom inflate invoices and charge the Golsons' for work not performed on the Project or performed on other projects, ARM and Mazloom charged the Golsons an additional 15% fee on the fraudulent charges and filed a Mechanic's Lien against the Property when the Golsons questioned the invoices and refused to pay the full amount.

205. The Court finds that there is clear and convincing evidence that these actions were taken by ARM and Mazloom with knowledge of the false representations and intended and calculated to deceive the Golsons. Furthermore, having no knowledge of the falsity of the represented costs, the Golsons relied on these representations and said representations were material to the process and resulted in ARM and Mazloom receiving payment for which they were not entitled.

206. Having made findings that Mr. Mazloom and Plaintiff engaged in fraudulent acts with regard to his attempt to induce the Golsons to pay, the Court finds the total amount of fraudulent activity is \$81,160.59 and is summarized as follows:

Subcontractor	Proven Fraud	Type of Fraudulent Scheme
A&D Fabrication/Rick Crolley	\$ 3,600.00	fake check, inflated invoice
White Knoll Heating & Air/Josh Joyner	\$ 5,500.00	fake check, inflated invoice
B&R Electric/Bubba Morrell	\$ 5,089.51	fake check, inflated invoice, work on other projects
Double R. Cabinetry/Josh Hall	\$ 2,249.00	work on other projects, inflated invoice, fake check
RNG Contracting/Nery Rodas	\$ 55,253.52	Invoice for work not performed; \$20,000 kickback check; fake check
Jamie Huerta	\$ 7,268.56	fake check, inflated invoice
Proctor Foundation & Concrete/Marc Proctor	\$ 1,000.00	fake check, inflated invoice
Vacuum Center/Tony Bearden	\$ 400.00	fake check, inflated invoice
Billy Kelly	\$ 800.00	fake check, inflated invoice

207. Having found the total amount of fraudulent activity is \$81,160.59 of overstated costs, the Court finds that the Golsons were damaged in the amount of \$81,160.59 as a result of the fraud.

CONCLUSIONS OF LAW

A. ARM's claim for Breach of Contract

ARM has asserted a claim for breach of contract asserting that it is owed \$55,085.52 based on the total construction costs plus its fee of 15%. The Court has concluded that the parties' Agreement was in the form of a cost plus a fee with a guaranteed maximum price of \$395,000. Plaintiff acknowledges that it has been paid \$413,247.05 from the Golsons but maintains that the additional amount due is a result of "extras" incurred on the Project. Having found that Plaintiff has not satisfied its burden of demonstrating that the costs incurred plus the appropriate fee do not exceed the amounts paid by the Golsons, I conclude that the Golsons did not breach any obligations

under its contract with ARM. The Plaintiff is entitled to recover only upon a finding that he has proved by the preponderance of the evidence that the Defendants did, in fact, breach the contract between the two parties. In other words, the Golsons duties under the Agreement have been discharged upon a finding that all payments have been made as contemplated under the Agreement. Restatement (Second) of Contracts § 235 (1981). Indeed, as a result of the fraudulent misrepresentations by ARM and Mazloom, the Golsons have paid in excess of that required by the Agreement. ARM has failed to establish a claim for breach of contract.

B. ARM's claim for Quasi-Contract/Quantum Meruit/Unjust Enrichment

Plaintiff is not entitled to relief on its claims of quasi-contract, quantum meruit and unjust enrichment. Quantum meruit, unjust enrichment and restitution are equivalent terms for equitable remedies for a contract implied by law or quasi-contract. Recognizing that these principles are difficult and confusion easily results, the court has made an extensive evaluation into how quantum meruit is different from an expressed contract or contract implied in fact. *Myrtle Beach Hospital, Inc. v. City of Myrtle Beach*, 341 S.C. 1, at 8, 532 S.B.2d 868, at 872 (2000); *Columbia Wholesale Co., Inc. v. Scudder May N.V.*, 312 S.C. 259,261,440 S.E.2d 129,130 (1994). After applying the facts to this situation, the Court concludes that the remedy of quantum meruit is not available here. Quantum meruit is not available if the services and materials for which the Plaintiff is seeking to recover are encompassed in an express contract. *Swanson v. Stratos*, 350 S.C. 116, 122,564 S.E.2d 117,120 (S.C. App. 2002); *Columbia Wholesale Co.*, 440 S.E.2d at 130-131 (1994). The Plaintiff pled in its Complaint that it entered into an express contract with Defendants and I have found that the parties did, in fact, enter into a cost-plus contract with a guaranteed maximum price.

Even if there was no contract encompassing Plaintiff's claims for recovery, the court finds that ARM, under the facts of this case, would still not be entitled to an award under quantum

meruit. The elements of quantum meruit are: 1) a benefit conferred on the defendant by the plaintiff; 2) realization of that benefit by the defendant; and, 3) retention by the defendant of the benefit *under conditions that make it unjust for him to retain it without paying its value*. (Emphasis added). *Earthscapes Unlimited, Inc. v Ulbrich*, 390 S.C. 609, 703 S.E.2d 221 (2010); *Columbia Wholesale*, 312 S.C. 259, 440 S.E.2d 129 (1994); *Shirley's Iron Works, Inc. v City of Union*, 387 S.C. 389, 693 S.E.2d 1 (S.C. App. 2009). Having found that Plaintiff, through Mazloom, misrepresented the costs incurred on the Project such that the Golsons overpaid for the work, I conclude that Plaintiff cannot satisfy the elements under the equitable principles of quantum meruit and unjust enrichment.

C. Golsons' claim for Breach of Contract- ARM

"This being an action for the breach of contract, the burden was upon the [plaintiff] to prove the contract, its breach, and the damages caused by such breach." *Fuller v. E. Fire & Cas. Ins. Co.*, 240 S.C. 75, 89, 124 S.E.2d 602, 610 (1962). "The general rule is that for a breach of contract the defendant is liable for whatever damages follow as a natural consequence and a proximate result of such breach." *Id.* "The purpose of an award of damages for breach of contract is to put the plaintiff in as good a position as he would have been in if the contract had been performed." *Minter v. GOCT, Inc.*, 322 S.C. 525, 528, 473 S.E.2d 67, 70 (Ct. App. 1996). "The proper measure of compensation is the loss actually suffered by the plaintiff as a result of the breach." *Id.*

Having found ARM was only able to establish it earned \$327,204.56 for its project costs and fee and having found the Golsons paid ARM \$395,000.00 plus \$18,247.05 in out of pocket material costs, for a total of \$413,247.05 based on the false representations of ARM, the Court finds that ARM breached the Agreement with the Golsons. As a result of said breach, the Court

finds the Golsons paid ARM \$86,042.50 in excess of what the parties' Agreement required with said amount representing the loss actually suffered by the Golsons as a result of the breach.

D. Golsons' claim for Fraud- ARM and Mazloom

The Golsons, in their Amended Answer, Counterclaim and Third-Party Complaint, have alleged fraud against Arm and Mazloom. While the cause of action contains a heading of constructive fraud, the pleading alleges the elements of actual fraud and the Court will review the claim for one of actual fraud.¹³ Fraud is not presumed, but must be shown by clear, cogent, and convincing evidence. In order to prove fraud, the following elements must be shown: (1) a representation; (2) its falsity; (3) its materiality; (4) either knowledge of its falsity or a reckless disregard of its truth or falsity; (5) intent that the representation be acted upon; (6) the hearer's ignorance of its falsity; (7) the hearer's reliance on its truth; (8) the hearer's right to rely thereon; and (9) the hearer's consequent and proximate injury. *Ardis v. Cox*, 314 S.C. 512, 431 S.E.2d 267 (Ct. App. 1992); *King v. Oxford*, 282 S.C. 307, 318 S.E.2d 125 (Ct.App.1984).

This Court finds that there is clear and convincing evidence in the Record that ARM and Mazloom engaged in fraud. As set forth above, the Record is replete with multiple examples of fabricated or falsified invoices. Furthermore, as a result of the fraud, requests for payment were submitted by ARM and Mazloom representing actual costs incurred when, in fact, those costs had not been incurred in connection with the building of the Golsons' home. Furthermore, ARM and Mazloom attempted to bolster the fraudulent scheme by presenting checks as evidence of costs

¹³ To establish constructive fraud, all elements of actual fraud except the element of intent must be established. *O'Quinn v. Beach Associates*, 272 S.C. 95, 249 S.E.2d 734 (1978). Neither actual dishonesty of purpose nor intent to deceive is an essential element of constructive fraud while intent to deceive is an essential element of actual fraud. The presence or absence of such an intent distinguishes actual fraud from constructive fraud. *Giles v. Lanford & Gibson, Inc.*, 285 S.C. 285, 328 S.E.2d 916 (Ct. App.1985). The Golsons plead and there is evidence in the Record to support that ARM and Mazloom engaged in fraudulent misrepresentation with intent to deceive.

incurred when, in fact, those checks had been fabricated and not tendered as payment. There is ample testimony from several of ARM's subcontractors that supports the conclusion that Mazloom made concerted efforts to conspire or otherwise coordinate the production of false invoices reflecting payment had been received by the subcontractors in cash when such payments had not been paid. Testimony also reflects invoices being presented as costs incurred by ARM that were either inflated or for work not performed on the Golsons' residence. The Court finds that there is clear and convincing evidence that these actions were taken by ARM and Mazloom with knowledge of the false representations and intended and calculated to deceive the Golsons. Furthermore, having no knowledge of the falsity of the represented costs, the Golsons relied on these representations and said representations were material to the process and resulted in ARM and Mazloom receiving payment for which they were not entitled.

Having found the total amount of fraudulent activity is \$81,160.59 of overstated costs, the Court finds that the Golsons were damaged as a result of the fraud. The Record reflects that the Golsons have presented evidence satisfying the elements of fraud against both ARM and Mazloom, who was the sole engineer and proponent of the fraud. Having found that ARM is liable to the Golsons for breach of contract in the amount of \$86,042.50 and recognizing that the damages of \$80,360.59 for the fraud is subsumed in the contract damages and in order to avoid a double recovery, the Court declines to issue an award for damages against ARM for fraud. However, the Court has found that Mazloom, in his individual capacity, engaged in fraud; and thus, finds Mazloom liable for the fraud damages in the amount of \$81,160.59. Furthermore, the Court finds that Mazloom's conduct is so reprehensible as to warrant the imposition of further sanctions to achieve punishment or deterrence. *Magnolia North Property Owners Ass'n., Inc. v. Heritage Communities, Inc.*, 397 S.C. 348, 725 S.E.2d 112 (Ct. App. 2012). The comprehensive, concerted

and complex scheme of fraudulent activity engaged in by Mazloom was willful, wanton and reckless, which merits an award of punitive damages. *Sample v. Gulf Ref. Co.*, 183 S.C. 399, 410, 191 S.E. 209, 214 (1937)). The Court awards the Golsons punitive damages as against Mazloom for \$42,678.86, which equates to the fee earned as a result of the actual proven cost of the work.

E. Golsons' Claim for Breach of Contract Accompanied by Fraudulent Act- ARM

In order to have a claim for breach of contract accompanied by a fraudulent act, the plaintiff must establish three elements: (1) a breach of contract; (2) fraudulent intent relating to the breaching of the contract, not merely to its making; and (3) a fraudulent act accompanying the breach. *Harper v. Ethridge*, 290 S.C. 112, 119, 348 S.E.2d 374, 378 (Ct. App. 1986). The fraudulent act is any act characterized by dishonesty in fact or unfair dealing. *Id.* "Fraud," in this sense, "assumes so many hues and forms, that courts are compelled to content themselves with comparatively few general rules for its discovery and defeat, and allow the facts and circumstances peculiar to each case to bear heavily upon the conscience and judgment of the court or jury in determining its presence or absence." *Conner v. City of Forest Acres*, 348 S.C. 454, 466, 560 S.E.2d 606, 612 (2002) (citation omitted).

As propounded upon above, the Court finds that ARM breached its contract with the Golsons, and did so with fraudulent intent. Further, for the reasons set forth above, I conclude that ARM's fraudulent actions were numerous and willful. ARM fabricated invoices and other evidence of payment with the dishonest intentions of procuring funds from the Golsons to which ARM was not entitled. While certain evidence presented at trial could be explained or rationalized as a misunderstanding on the part of Mazloom and ARM, it would require this Court to turn a blind eye to clear and concise testimony from ARM's own subcontractors exposing the fraudulent activities. This Court is not willing to do so and, therefore, concludes that ARM breached the

contract with said breach accompanied by fraudulent intent. The Court finds that the fraudulent acts were contemporaneous with and subsequent to the breach and were sufficiently connected to the breach itself to warrant recovery against ARM for punitive damages. *Floyd v. Country Squire Mobile Homes, Inc.*, 287 S.C. 51, 336 S.E.2d 502 (Ct. App. 1985); *Smith v. Canal Ins. Co.*, 275 S.C. 256, 269 S.E.2d 348 (1980). South Carolina has long recognized a plaintiff's right to recover punitive damages for a breach of contract accompanied by fraudulent act. *Hotel & Motel Holdings, LLC v. BJC Enterprises, LLC*, 414 S.C. 635, 654, 780 S.E.2d 263, 273 (Ct. App. 2015). The Court awards the Golsons punitive damages as against ARM for \$42,678.86, which equates to the fee earned as a result of the actual proven cost of the work.

F. Slander of Title- ARM

"[T]o maintain a claim for slander of title, the plaintiff must establish (1) the publication (2) with malice (3) of a false statement (4) that is derogatory to plaintiff's title and (5) causes special damages (6) as a result of diminished value of the property in the eyes of third parties." *Huff v. Jennings*, 319 S.C. 142, 149, 459 S.E.2d 886, 891 (Ct. App. 1995). "Wrongfully recording an unfounded claim against the property of another generally is actionable as slander of title." *Huff*, 319 S.C. at 149, 459 S.E.2d at 891. However, when an action is privileged, such as a pleading, there can be no claim against it. *See Pond Place Partners, Inc. v. Poole*, 351 S.C. 1, 567 S.E.2d 881 (Ct. App. 2002). (finding that a lis pendens was another form of pleading and was absolutely privileged against slander of title action). Conversely, this case involves a mechanics lien, not a lis pendens. "[A]llegations in pleadings are privileged even if false and malicious, this rule would not apply to a lien as it is strictly construed and is not a pleading." *Carl E. Jones Dev., Inc. v. Wilson*, 149 Ga. App. 679, 681, 255 S.E.2d 135, 137 (1979). The Court finds a mechanics lien is not a form of pleading, and therefore is not privileged against a slander of title action.

On May 11, 2018 ARM filed a mechanics lien against the Golson's property for \$55,085.52. On November 27, 2018, Judge Newman ordered the mechanic's lien dissolved for failing to file and serve the lien as required by S.C. Code Ann § 29-5-90. While Plaintiff argues that it is premature for this Court to consider the Slander of Title claim, this Court cannot ignore the procedural status of the case, which includes an order of dissolving the mechanic's lien filed by the Plaintiff and a cause of action asserted by the Defendants and evidence received by this Court supporting said claim for Slander of Title.

The filing of the mechanics' lien constituted a false statement that was derogatory to the Golsons' title. ARM knew or should have known that the lien was invalid, as ARM knew the date when he last worked on the property and knew that the 90-day period for filing had passed. ARM's filing of the lien diminished the property in the eyes of third parties and forced the Golsons to spend money on attorney's fees to remove the lien, thus causing special damages. See, *Solley v. Navy Federal Credit Union*, 397 S.C. 192, 723 S.E.2d 597 (Ct. App. 2012)(homeowner claim against bank for slander of title for failing to remove an invalid mortgage against home awarded fees and costs associated with removing the cloud on her title, including attorney's fees). Because the disparagement is false and caused damage, malice is to be presumed. "Malice merely means a lack of legal justification and is to be presumed if the disparagement is false, if it caused damage, and if it is not privileged." *Id.*

The Court finds Plaintiff's publicized statement that it had a valid interest in the Golsons' real property was false, was derogatory to the Golsons' title, malicious, and caused the Golsons special damages. Having found the Plaintiff's mechanics lien not to be privileged, and that the mechanics lien constituted a false and malicious statement that damaged Defendants, the Golson's are entitled to special and punitive damages. However, given that Judge Newman issued an award

for attorney's fees in connection with the dismissal of the mechanic's lien (which would be an appropriate measure of damages for slander of title), I decline to award any additional damages in connection with the Slander of Title.¹⁴

ACCORDINGLY, based upon the above findings as applied to the law of this State, it is hereby ORDERED, ADJUDGED and DECREED as follows:

1. Judgment is hereby entered against ARM Quality Builders, LLC d/b/a ARM Quality Builders in favor of Joseph A. Golson and Lycia B. Golson, in the principal amount of \$86,042.50 for breach of contract along with punitive damages in the amount of \$42,678.86 based on the finding that the breach of contract was accompanied by fraudulent intent.
2. Judgment is hereby entered against Ahmad Mazloom in favor of Joseph A. Golson and Lycia B. Golson, in the principal amount of \$81,160.59 for fraud along with punitive damages in the amount of \$42,678.86.

IT IS SO ORDERED.

[ELECTRONIC SIGNATURE ON THE FOLLOWING PAGE]

¹⁴ The Golsons also asserted causes of action for negligent misrepresentation, fraud in the inducement, violation of the SC Unfair Trade Practices Act and Alter Ego/Piercing Corporate Veil. Having found that ARM and Mazloom engaged in actual fraud in the performance of the obligations under the Agreement, the Court does not find recovery under a theory of negligent misrepresentation or fraud in the inducement under the facts of this case. Moreover, the facts of this case do not warrant a finding that the elements for violation of the SC Unfair Trade Practices Act have been met. Lastly, the Court finds that there is insufficient evidence in the Record to pierce the corporate veil and find individual liability on the breach of contract action. This finding simply relates to the elements of a piercing action and has no relevance to this Court's finding that Mazloom is individually liable for his fraudulent actions.

FORM 4

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

JUDGMENT IN A CIVIL CASE
CASE NUMBER 2017CP3202204

ARM Quality Builders LLC Joseph A Golson	ARM Quality Builders Lycia B Golson	Joseph A Golson Branch Banking and Trust Company LLC Ahmad Mazloom	Lycia B Golson Ahmad Mazloom

PLAINTIFF(S)	DEFENDANT(S)
Submitted by:	Attorney for: ☐ Plaintiff ☐ Defendant ☐ 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. ☐ See Page 2 for additional information.
- ☐ **ACTION DISMISSED (CHECK REASON):** ☐ Rule 12(b), SCRPC; ☐ Rule 41(a), SCRPC (Vol. Nonsuit);
☐ Rule 43(k), SCRPC (Settled); ☐ Other: _____
- ☐ **ACTION STRICKEN (CHECK REASON):** ☐ Rule 40(j) SCRPC; ☐ Bankruptcy;
☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other: _____
- ☐ **STAYED DUE TO BANKRUPTCY**
- ☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**
☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other: _____

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

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

ORDER INFORMATION

This order ☒ ends ☐ does not end the case.

Additional Information for the Clerk: _____

INFORMATION FOR THE JUDGMENT INDEX

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

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
Joseph A Golson and Lycia B Golson	ARM Quality Builders Llc	\$128,721.36
Joseph A Golson and Lycia B Golson	Ahmad Mazloom	\$123,839.45

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

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

Note: Title abstractors and researchers should refer to the official court order for judgment details.

E-Filing Note: In E-Filing counties, the Court will electronically sign this form using a separate electronic signature page.

Circuit Court Judge

Judge Code

Date

For Clerk of Court Office Use Only

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

James Randall Davis PO Box 489 Lexington, SC
29071-0489

Edward Wade Mullins III PO Box 61110 Columbia, SC
29260-1110
Caitlin Creswick Heyward 1237 Gadsden Street, Suite 200
M Law Office Of Childs Cantey Thrasher LLC Columbia, SC
29201
Chelsea Jaqueline Clark PO Box 61110 Columbia, SC 29260

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

Court Reporter

Lisa M. Comer - Clerk of Court

Court Reporter:

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

ADDITIONAL INFORMATION REGARDING DECISION BY THE COURT AS REFERENCED ON PAGE 1.

This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.



Lexington Common Pleas

Case Caption: ARM Quality Builders LLC , plaintiff, et al VS Joseph A Golson
Case Number: 2017CP3202204
Type: Order/Other

It Is So Ordered

s/ Walton J. McLeod

Electronically signed on 2020-08-07 15:44:09 page 49 of 49

STATE OF SOUTH CAROLINA)
COUNTY OF LEXINGTON)
ARM Quality Builders LLC d/b/a,)
ARM Quality Builders,)
Plaintiff(s),)
v.)
Joseph A. Golson and Lycia B. Golson)
and Branch Banking and Trust Company,)
Defendants)

Joseph A. Golson and Lycia B. Golson,)
Third-Party Plaintiffs)
v.)
Ahmad Mazloom,)
Third-Party Defendant)

IN THE COURT OF COMMON PLEAS

Case No.: 2017-CP-32-02204

**ORDER DENYING PLAINTIFF'S
MOTION TO RECONSIDER**

This matter came before this Court on Plaintiff's Motion to Reconsider, pursuant to SCRC P 52 and 59, this Court's findings arising from a bench trial conducted on December 18-20, 2019. At trial, the Court heard from eight (8) fact witnesses, and both sides provided voluminous evidentiary exhibits. After completion of the trial, both parties obtained the trial testimony transcript, and cited to the record in their proposed orders submitted to this Court. Specifically, Defendant seeks this Court to alter or amend its findings of fact, conclusions of law and judgment entered on August 7, 2020. Plaintiff's motion was timely filed and provided to this Court on August 17, 2020. Defendants Joseph A. Golson and Lycia B. Golson filed a Return opposing Plaintiff's Motion to Reconsider on September 15, 2020.

After careful consideration of the record in this case and the submissions of counsel, this Court is unable to discover any material fact or principle of law that either has been overlooked or disregarded and further finds no error of law or facts not appropriately considered.

Accordingly, this Court hereby DENIES Plaintiff's Motion to Reconsider, pursuant to Rule 52 and 59 SCRCPP, this Court's Order entered on or about August 7, 2020. Pursuant to Rule 59(f), the Court is of the opinion that oral argument is not necessary.

IT IS SO ORDERED.

[ELECTRONIC SIGNATURE ON THE FOLLOWING PAGE]



Lexington Common Pleas

Case Caption: ARM Quality Builders LLC , plaintiff, et al VS Joseph A Golson
Case Number: 2017CP3202204
Type: Order/Other

It Is So Ordered

s/ Walton J. McLeod

Electronically signed on 2020-09-18 08:50:03 page 3 of 3

COPY

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05/11/2017 16:48:00:787
REC FEE: \$11.00 ST FEE: \$0.00
CO FEE: \$0.00 Pages: 5
Lexington County R.O.D. Tina Guerry
MECHANICS LIEN Br:Pg 19199:295

STATE OF SOUTH CAROLINA)

COUNTY OF LEXINGTON)

ARM Quality Builders LLC d/b/a
ARM Quality Builders,)

Claimant,)

v.)

Joseph A. Golson and
Lycia B. Golson,)

Defendants.)

NOTICE OF CERTIFICATE OF
MECHANIC'S LIEN

NOTICE IS HEREBY GIVEN, that ARM Quality Builders LLC d/b/a ARM Quality Builders ("Claimant") is due the principal sum of Fifty-five Thousand Eighty-five and 52/100 (\$55,085.52) Dollars from Joseph A. Golson and Lycia B. Golson, as more fully shown on the attached Statement of Account which is made a party of this Notice and Certificate of Mechanic's Lien as *Exhibit A*, together with interest and attorney's fees as allowed by law.

That said debt is due Claimant for labor performed or furnished, and/or for materials furnished for improvements to the real estate hereinafter described, by virtue of an agreement with, or by consent of Joseph A. Golson and Lycia B. Golson, the owner thereof, or an entity or person(s) authorized by, or rightfully acting for, said owner. That Claimant would show that less than ninety (90) days have elapsed since the last date that labor was performed or furnished and/or materials were furnished on the premises.

That by virtue thereof, by the service and filing of this Notice and Certificate, and pursuant to the provisions of applicable law, Claimant has and claims a lien to secure the payment of the debt so due, together with interest, attorney's fees, and the costs of enforcing said lien upon the following described real estate and all improvements thereon:

See attached Exhibit B

SC License Number of Claimant is 14040.

The foregoing is true to the knowledge of the undersigned on behalf of Claimant.

DAVIS FRAWLEY, LLC

By: _____

James Randall Davis
140 East Main Street
Post Office Box 489
Lexington, South Carolina 29072
Phone No.: (803) 359-2512

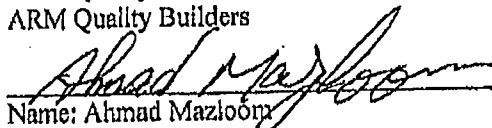
Lexington, South Carolina

May 4, 2017

STATE OF SOUTH CAROLINA)
)
COUNTY OF LEXINGTON) VERIFICATION

PERSONALLY appeared before me the undersigned, who, being first duly sworn, deposes and says that he is the authorized agent and owner of ARM Quality Builders LLC d/b/a ARM Quality Builders, the Plaintiff in the foregoing action, and is authorized to make this Affidavit on behalf of said company; that he is familiar with the account forming the basis for the within action and has read the foregoing Notice of Mechanic's Lien and Statement of Account; that all of the matters alleged therein are true of his own knowledge except for those alleged upon opinion and belief, and as to those, he believes them to be true and that no part of said sum due has been paid by discount or otherwise.

ARM Quality Builders LLC d/b/a
ARM Quality Builders


Name: Ahmad Mazloom

SWORN to before me this 4th
day of May, 2017.

 (L.S.)
Notary Public of South Carolina
My commission expires: 2-2-2023

JAMES RANDALL DAVIS
NOTARY PUBLIC
SOUTH CAROLINA
MY COMMISSION EXPIRES
JANUARY 22, 2023

CO
EXHIBIT A

207 Libby Ariail Lane, Chapin, SC

Construction Cost \$ 388,998.66

Paid by Joe & Lycia.....\$ 18,247.05

Arm Quality Builders 15% \$ 61,086.86

Total Construction Cost \$ 468,332.57

Received From BB&T & Joe and Lycia..... \$ 413,247.05

Amount Owed to Arm Quality Builders..... \$ 55,085.52

Heated Area 2,558 sq. ft.

Garage/Storage.....662 sq. ft.

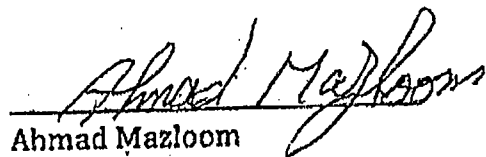
Back Porch.....225 sq. ft.

Front & Side Porch.....105 sq. ft.

Total Square Feet Under Roof.....3,325 sq. ft.

Cost Per Square Foot..... \$ 135.20 sq. ft.

Builder warranties this house fully for the period of one year. The heating and air is warrantied for one year labor and 10 years, parts only by the manufacturer.


Ahmad Mazloom
ARM Quality Builders

February 11, 2017

COPY

EXHIBIT B

All that certain piece, parcel or lot or tract of land, with any improvements thereon, lying, being and situate on the Waters of Lake Murray, on the Northern side of a 30-foot street, near the Town of Hilton, in the County of Lexington, State of South Carolina, in the School District No. 5 the same being designated as LOT NUMBER THIRTY-TWO (32) in BLOCK "A" on a Plat of "Lake Point" made by William Wingfield, Reg., Surveyor, dated March 18, 1960, and recorded in the Office of the ROD in Lexington County in Plat Book 47-G at Page 74, and bounded as follows: On the North by Lake Murray, measuring thereon in the aggregate Ninety-Four and 4/10 (94.4') feet; on the East by lot 31, Block "A", measuring thereon One Hundred Twenty (120.0') feet; on the South by said 30-foot Street, measuring thereon One Hundred Thirty (130') feet; and on the West by Lot 33, Block "A", measuring thereon One Hundred Sixty-Four and 1/10 (164.1') feet; be all measurements a little more or less.

DERIVATION: This being the property conveyed to Joseph A. Golson and Lycia B. Golson by Deed of Joseph A. Golson dated April 15, 2016, and recorded in the Office of the Register of Deeds for Lexington County, South Carolina on April 19, 2016 in Book 18312 at Page 225.

TMS # 001630-02-030

17

ORIGINAL

STATE OF SOUTH CAROLINA)

COUNTY OF LEXINGTON)

IN THE COURT OF COMMON PLEAS

2017 JUN 15 FOR THE ELEVENTH JUDICIAL CIRCUIT

ARM Quality Builders LLC d/b/a)

ARM Quality Builders,)

Plaintiff,)

-vs-)

Joseph A. Golson and Lycia B. Golson, and)
Branch Banking and Trust Company, LLC)

Defendants.)

2017 CP 32 02 20 4

SUMMONS

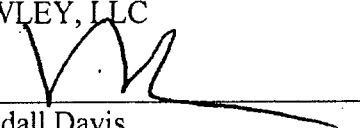
(Non-Jury)

(Breach of Contract; Foreclosure of
Mechanic's Lien; Violation of South Carolina
Code §29-6-10, et seq.; Quasi-Contract;
Quantum Meruit; and Unjust Enrichment)

TO THE DEFENDANTS ABOVE NAMED:

YOU ARE HEREBY SUMMONED and required to answer the Complaint in this action, of which a copy is herewith served upon you, and to serve a copy of your Answer to the said Complaint on the subscribers at their office at 140 East Main Street, Lexington, South Carolina, WITHIN THIRTY (30) DAYS after the service hereof, exclusive of the day of such service; and if you fail to answer the Complaint within the time aforesaid, judgment by default will be rendered against you for the relief demanded in the Complaint.

DAVIS FRAWLEY, LLC

BY: 

James Randall Davis
140 East Main Street
Post Office Box 489
Lexington, South Carolina 29071
ATTORNEYS FOR PLAINTIFF

Lexington, South Carolina
May 31, 2017

2017-LP-32- 0470

STATE OF SOUTH CAROLINA)
COUNTY OF LEXINGTON)

IN THE COURT OF COMMON PLEAS
FOR THE ELEVENTH JUDICIAL CIRCUIT

ORIGINAL

ARM Quality Builders LLC d/b/a
ARM Quality Builders,

Plaintiff,

-vs-

Joseph A. Golson and Lycia B. Golson, and
Branch Banking and Trust Company, LLC
Defendants.

2017 JUN 15 PM 1:16
2017 CP 320220 4

COMPLAINT

(Non-Jury)

(Breach of Contract; Foreclosure of
Mechanic's Lien; Violation of South Carolina
Code §29-6-10, et seq.; Quasi-Contract;
Quantum Meruit; and Unjust Enrichment)

The Plaintiff, ARM Quality Builders LLC d/b/a ARM Quality Builders, complaining of the above-named Defendants, alleges as follows:

1. The Plaintiff is a Limited Liability Company duly organized and existing under the laws of the State of South Carolina, with its principal place of business in Lexington County, South Carolina.

2. The Defendants Joseph A. Golson and Lycia B. Golson (hereinafter referred to as "Defendants"), are, upon information and belief, citizens and residents of Lexington County, South Carolina.

3. The Defendant Branch Bank and Trust Company, LLC is named as a Defendant herein by virtue of that certain Mortgage given to it by the Defendants on the property subject of this action in the original principal amount of Three Hundred Ninety Five Thousand and no/100 (\$395,000.00) Dollars, dated April 15, 2016 and recorded in the Office of the Register of Deeds for Lexington County on April 19, 2016 in Book 18312 at page 228.

**FOR A FIRST CAUSE OF ACTION
(Breach of Contract)**

4. Plaintiff incorporates Paragraphs 1 through 3 of the Complaint as if fully set out herein verbatim.

5. Plaintiff and Defendants entered into an arrangement and contract wherein the Plaintiff furnished materials and performed labor used in the erection, alteration, or repair of a building or structure situated on or in otherwise improving the real estate hereinafter described at said Defendants' special instance and request, and by virtue of the authorization by the owner or by virtue of and in agreement with or by consent of the owner of such improvements or by some person or agent having authority from or rightfully acting for such owner in the procuring or furnishing of such labor and material. Such real estate is described as follows:

All that certain piece, parcel or lot or tract of land, with any improvements thereon, lying, being and situate on the Waters of Lake Murray, on the Northern side of a 30-foot street, near the Town of Hilton, in the County of Lexington, State of South Carolina, in the School District No. 5 the same being designated as LOT NUMBER THIRTY-TWO (32) in BLOCK "A" on a Plat of "Lake Point" made by William Wingfield, Reg., Surveyor, dated March 18, 1960, and recorded in the Office of the ROD in Lexington County in Plat Book 47-G at Page 74, and bounded as follows: On the North by Lake Murray, measuring thereon in the aggregate Ninety-Four and 4/10 (94.4') feet; on the East by lot 31, Block "A", measuring thereon One Hundred Twenty (120.0') feet; on the South by said 30-foot Street, measuring thereon One Hundred Thirty (130') feet; and on the West by Lot 33, Block "A", measuring thereon One Hundred Sixty-Four and 1/10 (164.1') feet; be all measurements a little more or less.

DERIVATION: This being the property conveyed to Joseph A. Golson and Lycia B. Golson by Deed of Joseph A. Golson dated April 15, 2016, and recorded in the Office of the Register of Deeds for Lexington County, South Carolina on April 19, 2016 in Book 18312 at Page 225.

TMS # 001630-02-030

6. The Defendants are justly indebted to the Plaintiff for materials furnished and labor performed in the amount of Fifty Five Thousand Eighty-five and 52/100 (\$55,085.52) Dollars principal and interest through February 11, 2017. Despite demand for payment, the Defendants have failed and refused to pay the remaining sum owed for such materials and/or labor performed, no part of which remaining balance has been paid by cash or otherwise. As a result of Defendants' refusal to pay Plaintiff the sum owing to Plaintiff, Defendants have breached their contractual

agreement with Plaintiff. The sum set forth in the Statement of Account is owed to Plaintiff and Plaintiff is entitled to judgment for the same against Defendants.

7. The last date materials were supplied and/or labor furnished on the premises of the Defendants was February 11, 2017. Notice of Mechanic's Lien was filed by the Plaintiff within ninety (90) days after such date, such notice having been recorded in the Office of the Register of Deeds for Lexington County on May 11, 2017. Attached to such Notice of Mechanic's Lien and included as part and parcel of such notice was a Verified Statement of Account owed by the Defendants to the Plaintiff. The Plaintiff has perfected and now has a valid and existing lien upon the described real estate in the amount of Fifty-Five Thousand Eighty-five and 52/100 (\$55,085.52) Dollars plus interest from February 11, 2017.

8. The Plaintiff is entitled to additional sums for reasonable attorney fees, court costs, filing fees, and service of process fees incurred in this action to foreclose such lien.

9. As a consequence of Defendants' failure to pay for the materials and labor constituting breach of contract, the Plaintiff has been damaged.

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

10. The Plaintiff hereby realleges Paragraphs 1 through 9 of the Complaint as if fully set out herein verbatim.

11. Defendants own the real property, with improvements thereon, located in Lexington County, South Carolina and being more specifically described as set forth hereinabove.

12. The real property and improvements upon which the materials and equipment were installed, labor extended, and the improvements and renovations constructed on the real property is, and at all times herein mentioned, was/is owned by Defendants or their predecessor in interest.

13. On or after February 11, 2017, Plaintiff's materials and labor were last utilized on the project.

14. The subject of this action is real property located in Lexington County, South Carolina.

15. Plaintiff has received no offer of the full amount due and owing to Plaintiff from Defendants.

16. The principal sum stated on the Statement of Account remains owing to Plaintiff by virtue of its contract with Defendants.

17. Plaintiff has performed all of its obligations pursuant to its agreement with Defendants.

18. On May 11, 2017, Plaintiff filed a Notice and Certificate of Mechanic's Lien with the Clerk of Court for Lexington County. Said lien is recorded in Book 19199 at page 295.

19. The Notice and Certificate of Mechanic's Lien was served on the Defendants herein in compliance with *SC Code Ann.* §29-5-90.

20. Six (6) months have not elapsed since the last day that (1) the materials and labor were supplied to and used on the aforesaid property, and (2) construction ceased.

21. The Plaintiff seeks foreclosure of property for the damages it has incurred as set out herein.

22. Plaintiff has properly perfected a mechanic's lien for materials and/or labor furnished to and used on the above-described real property owned by Defendants Moore pursuant to South Carolina Code Ann. § 29-5-10, et seq.

23. A Lis Pendens concerning the above-described property is being filed contemporaneously with the filing of the Summons and Complaint.

24. The premises above described should be sold subject to the liens prior to that of Plaintiff and the proceeds of sale should be applied to the discharge of the demands of the Plaintiff as set forth herein, including the sum stated on the Statement of Account, the costs of this action,

interest from the date of the delivery and/or utilization of the materials and labor, prejudgment interest, other contractual remedies, a reasonable sum as attorney's fees for this action, and such other and further relief as is appropriate.

25. Alternatively, the Plaintiff should be awarded judgment against the Defendants.

FOR A THIRD CAUSE OF ACTION
(Violation of South Carolina Code §29-6-10, et seq.)

26. The Plaintiff hereby realleges Paragraphs 1 through 25 of the Complaint as if fully set out herein verbatim.

27. The Plaintiff is a contractor as defined by §29-6-10(1), South Carolina Code Ann. (1991, as amended).

28. Plaintiff has performed in accordance with the provisions of its contract with Defendants of which the other Defendant Branch Banking and Trust Company, LLC had actual knowledge and assisted therein.

29. Defendants have failed to pay Plaintiff within twenty-one (21) days of receipt of Plaintiff's pay request based on work completed.

30. §29-6-50 South Carolina Code Ann. (1991, as amended) requires that the owner pay interest under the circumstances as alleged above on the unpaid balance.

31. The Plaintiff has been damaged as a result of Defendants' failures as set out herein.

FOR A FOURTH CAUSE OF ACTION
(Quasi-Contract)

32. The Plaintiff hereby realleges Paragraphs 1 through 31 of the Complaint as if fully set out herein verbatim.

33. The materials and labor supplied and installed on, or construction and renovation on the property of Defendants were all for said Defendants' benefit and enjoyment.

34. Plaintiff has not been fully paid for these materials and/or labor and construction.

**FOR A SIXTH CAUSE OF ACTION
(Unjust Enrichment)**

45. The Plaintiff hereby realleges Paragraphs 1 through 44 of the Complaint as if fully set out herein verbatim.

46. The Defendants have received the benefit of the construction, renovations, labor and materials of the Plaintiff without fully paying the contractual price or fair value thereof.

47. The Defendants have therefore been unjustly enriched as set out herein.

WHEREFORE, Plaintiff prays that judgment be rendered against the Defendants, jointly and severally, as follows:

a. Under the First Cause of Action for the sum of Fifty-five Thousand Eighty-five 52/100 (\$55,085.52) Dollars in actual damages, interest, pre-judgment interest on said amount, attorney's fees and costs;

b. Under the Second Cause of Action for the sum of Fifty-five Thousand Eighty-five 52/100 (\$55,085.52) Dollars in actual damages plus interest from February 11, 2017 until the date of judgment and for reasonable attorney's fees, court costs, filing fees, and service of process fees; that the Court issue its Order requiring the real property to be sold at public auction after due advertisement and that the proceeds of such sale be applied to the payment of Plaintiff's lien, attorney's fees, costs of this action, and costs of sale and for such other and further relief as the Court may deem just and appropriate;

c. Under the Third Cause of Action, for the sum of Fifty-five Thousand Eighty-five 52/100 (\$55,085.52) Dollars in actual damages and for pre-judgment interest on said amount;

d. Under the Fourth, Fifth and Sixth Causes of Action, for the sum of Fifty-five Thousand Eighty-five 52/100 (\$55,085.52) Dollars in actual damages and for pre-judgment interest on said amount;

- e. Under all Causes of Action, for costs of this action; and
- f. For such other and further relief as the Court may deem just and proper.

DAVIS FRAWLEY, LLC
140 East Main Street, P.O. Box 489
Lexington, South Carolina 29071
(803) 359-2512

BY: 

James Randall Davis
ATTORNEYS FOR PLAINTIFF

Lexington, South Carolina
May 31, 2017.

STATE OF SOUTH CAROLINA

COUNTY OF LEXINGTON

ARM Quality Builders LLC dba ARM Quality
Builders

Plaintiff(s) PM 1:16

vs.

Jospeh A. Golson and Lycia B. Golson, and Branch
Banking and Trust Company, LLC

Defendant(s)

Submitted By: James Randall Davis
Address: 140 E Main Street, Lexington, SC

IN THE COURT OF COMMON PLEAS
ORIGINAL
CIVIL ACTION COVERSHEET

2017-CP - 32- _____

2017 CP 32 0220 4

SC Bar #: 1580
Telephone #: 803-359-2512
Fax #: 803-359-7478
Other: Nicole@oldcourthouse.com
E-mail: randy@oldcourthouse.com

NOTE: The coversheet and information contained herein neither replaces the filing and service of pleadings or other papers as required by law. This form is required for the use of the Clerk of Court for the purposes of docketing. It must be filled out completely, signed, and dated. A copy of this coversheet must be served on the defendant(s) along with the Summons and Complaint.

DOCKETING INFORMATION (Check all that apply)

**If Action is Judgment/Settlement do not complete*

- ☐ JURY TRIAL demanded in complaint. ☒ NON-JURY TRIAL demanded in complaint.
☐ This case is subject to ARBITRATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
☒ This case is subject to MEDIATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
☐ This case is exempt from ADR. (Proof of ADR/Exemption Attached)

NATURE OF ACTION (Check One Box Below)

Contracts ☐ Constructions (100) ☐ Debt Collection (110) ☐ General (130) ☒ Breach of Contract (140) ☐ Fraud/Bad Faith (150) ☐ Failure to Deliver/ Warranty (160) ☐ Employment Discrim (170) ☐ Employment (180) ☐ Other (199) _____	Torts - Professional Malpractice ☐ Dental Malpractice (200) ☐ Legal Malpractice (210) ☐ Medical Malpractice (220) Previous Notice of Intent Case # 20 ____ -NI- ____ - ☐ Notice/ File Med Mal (230) ☐ Other (299) _____	Torts - Personal Injury ☐ Conversion (310) ☐ Motor Vehicle Accident (320) ☐ Premises Liability (330) ☐ Products Liability (340) ☐ Personal Injury (350) ☐ Wrongful Death (360) ☐ Assault/Battery (370) ☐ Slander/Libel (380) ☐ Other (399) _____	Real Property ☐ Claim & Delivery (400) ☐ Condemnation (410) ☐ Foreclosure (420) ☐ Mechanic's Lien (430) ☐ Partition (440) ☐ Possession (450) ☐ Building Code Violation (460) ☐ Other (499) _____
Inmate Petitions ☐ PCR (500) ☐ Mandamus (520) ☐ Habeas Corpus (530) ☐ Other (599) _____	Administrative Law/Relief ☐ Reinstate Drv. License (800) ☐ Judicial Review (810) ☐ Relief (820) ☐ Permanent Injunction (830) ☐ Forfeiture-Petition (840) ☐ Forfeiture-Consent Order (850) ☐ Other (899) _____	Judgments/Settlements ☐ Death Settlement (700) ☐ Foreign Judgment (710) ☐ Magistrate's Judgment (720) ☐ Minor Settlement (730) ☐ Transcript Judgment (740) ☐ Lis Pendens (750) ☐ Transfer of Structured Settlement Payment Rights Application (760) ☐ Confession of Judgment (770) ☐ Petition for Workers Compensation Settlement Approval (780) ☐ Other (799) _____	Appeals ☐ Arbitration (900) ☐ Magistrate-Civil (910) ☐ Magistrate-Criminal (920) ☐ Municipal (930) ☐ Probate Court (940) ☐ SCDOT (950) ☐ Worker's Comp (960) ☐ Zoning Board (970) ☐ Public Service Comm. (990) ☐ Employment Security Comm (991) ☐ Other (999) _____
Special/Complex /Other ☐ Environmental (600) ☐ Automobile Arb. (610) ☐ Medical (620) ☐ Other (699) _____ ☐ Sexual Predator (510) ☐ Permanent Restraining Order (680)	☐ Pharmaceuticals (630) ☐ Unfair Trade Practices (640) ☐ Out-of State Depositions (650) ☐ Motion to Quash Subpoena in an Out-of-County Action (660) ☐ Pre-Suit Discovery (670)		

Submitting Party Signature: _____

Date: June 15, 2017

Note: Frivolous civil proceedings may be subject to sanctions pursuant to SCRCP, Rule 11, and the South Carolina Frivolous Civil Proceedings Sanctions Act, S.C. Code Ann. §15-36-10 et. seq.

Effective January 1, 2016, Alternative Dispute Resolution (ADR) is mandatory in all counties, pursuant to Supreme Court Order dated November 12, 2015.

SUPREME COURT RULES REQUIRE THE SUBMISSION OF ALL CIVIL CASES TO AN ALTERNATIVE DISPUTE RESOLUTION PROCESS, UNLESS OTHERWISE EXEMPT.

Pursuant to the ADR Rules, you are required to take the following action(s):

1. The parties shall select a neutral and file a "Proof of ADR" form on or by the 210th day of the filing of this action. If the parties have not selected a neutral within 210 days, the Clerk of Court shall then appoint a primary and secondary mediator from the current roster on a rotating basis from among those mediators agreeing to accept cases in the county in which the action has been filed.
2. The initial ADR conference must be held within 300 days after the filing of the action.
3. Pre-suit medical malpractice mediations required by S.C. Code §15-79-125 shall be held not later than 120 days after all defendants are served with the "Notice of Intent to File Suit" or as the court directs.
4. Cases are exempt from ADR only upon the following grounds:
 - a. Special proceeding, or actions seeking extraordinary relief such as mandamus, habeas corpus, or prohibition;
 - b. Requests for temporary relief;
 - c. Appeals
 - d. Post Conviction relief matters;
 - e. Contempt of Court proceedings;
 - f. Forfeiture proceedings brought by governmental entities;
 - g. Mortgage foreclosures; and
 - h. Cases that have been previously subjected to an ADR conference, unless otherwise required by Rule 3 or by statute.
5. In cases not subject to ADR, the Chief Judge for Administrative Purposes, upon the motion of the court or of any party, may order a case to mediation.
6. Motion of a party to be exempt from payment of neutral fees due to indigency should be filed with the Court within ten (10) days after the ADR conference has been concluded.

**Please Note: You must comply with the Supreme Court Rules regarding ADR.
Failure to do so may affect your case or may result in sanctions.**

ORIGINAL

STATE OF SOUTH CAROLINA)

COUNTY OF LEXINGTON)

IN THE COURT OF COMMON PLEAS
FOR THE ELEVENTH JUDICIAL CIRCUIT

ARM Quality Builders LLC d/b/a
ARM Quality Builders,

Plaintiff,

-vs-

Joseph A. Golson and Lycia B. Golson, and
Branch Banking and Trust Company, LLC

Defendants.

LIS PENDENS

2017-LP-32-0470

NOTICE IS HEREBY GIVEN that an action has been commenced or will be commenced to foreclose on the below-described property:

All that certain piece, parcel or lot or tract of land, with any improvements thereon, lying, being and situate on the Waters of Lake Murray, on the Northern side of a 30-foot street, near the Town of Hilton, in the County of Lexington, State of South Carolina, in the School District No. 5 the same being designated as LOT NUMBER THIRTY-TWO (32) in BLOCK "A" on a Plat of "Lake Point" made by William Wingfield, Reg., Surveyor, dated March 18, 1960, and recorded in the Office of the ROD in Lexington County in Plat Book 47-G at Page 74, and bounded as follows: On the North by Lake Murray, measuring thereon in the aggregate Ninety-Four and 4/10 (94.4') feet; on the East by lot 31, Block "A", measuring thereon One Hundred Twenty (120.0') feet; on the South by said 30-foot Street, measuring thereon One Hundred Thirty (130') feet; and on the West by Lot 33, Block "A", measuring thereon One Hundred Sixty-Four and 1/10 (164.1') feet; be all measurements a little more or less.

DERIVATION: This being the property conveyed to Joseph A. Golson and Lycia B. Golson by Deed of Joseph A. Golson dated April 15, 2016, and recorded in the Office of the Register of Deeds for Lexington County, South Carolina on April 19, 2016 in Book 18312 at Page 225.

TMS # 001630-02-030

DAVIS FRAWLEY, LLC

BY:

James Randall Davis
140 East Main Street
Post Office Box 489

Lexington, South Carolina 29071
ATTORNEYS FOR PLAINTIFF

Lexington, South Carolina
May 31, 2017

ORIGINAL

STATE OF SOUTH CAROLINA)
)
COUNTY OF LEXINGTON)

IN THE COURT OF COMMON PLEAS

Case No.: 2017CP3202204

ARM Quality Builders LLC d/b/a,)
ARM Quality Builders,)
)
Plaintiff(s),)
)
)
v.)
)
Joseph A. Golson and Lycia B. Golson,)
and,)
Branch Banking and Trust Company,)
)
Defendants(s).)

Answer and Counter-Claim of
Defendants Joseph A. Golson and
Lycia B. Golson

FILED
2017 JUL 26 PM 4:17
CLERK OF COURT
LEXINGTON, SC

FILED

Defendants Joseph A. Golson and Lycia B. Golson, (hereinafter referred to collectively as the "Golsons" or "Defendants") answers the Complaint of the Plaintiff ARM Quality Builders LLC, d/b/a/ ARM Quality Builders ("ARM") and would respectfully show unto this Court:

FOR A FIRST DEFENSE
(General Denial)

1. Each and every allegation in the Complaint not hereinafter expressly admitted, denied or otherwise explained by Defendants is denied and strict proof demanded thereof.
2. Defendants are without sufficient information in which to admit or deny the allegations of Paragraph 1 the Complaint, and therefore, deny those allegations and demand strict proof thereof.
3. Defendants admit the allegations of Paragraphs 2 and 3 of the Complaint.
4. Defendants incorporate their responses to Paragraphs 1 through 3 of the Complaint in response to the allegations of Paragraph 4 of the Complaint.

5. Responding to the allegations of Paragraphs 5 of the Complaint, Defendants admit that they entered into a contract with Plaintiff. Defendants crave reference to the Contract for the terms and conditions contained therein.
6. Defendants deny the allegations of Paragraph 6 of the Complaint.
7. Defendants are without sufficient information in which to admit or deny the allegations of Paragraph 7 the Complaint as allege the last date labor and materials were provided, and therefore, deny those allegations and demand strict proof thereof. Defendants deny the remaining allegations of Paragraphs 7 of the Complaint and would specifically assert that Plaintiff has failed to comply with the requirements of S.C. Code Ann. § 29-5-10, *et. seq.* with regards to perfecting its lien and said lien is dissolved as a matter of law.
8. Defendants deny the allegations of Paragraphs 8 and 9 of the Complaint.
9. Defendants incorporates their responses to Paragraphs 1 through 9 of the Complaint in response to the allegations of Paragraph 10 of the Complaint.
10. Defendants admit the allegations of Paragraphs 11 and 12 of the Complaint.
11. Defendants are without sufficient information in which to admit or deny the allegations of Paragraph 13 of the Complaint, and therefore, deny those allegations and demand strict proof thereof.
12. Responding to the allegations of Paragraph 14 of the Complaint, Defendants admit that Plaintiff has asserted a cause of action for foreclosure of a mechanic's lien; however, Defendants would further assert that Plaintiff has failed to comply with the requirements of S.C. Code Ann. § 29-5-10, *et. seq.* with regards to perfecting its lien and said lien is dissolved as a matter of law.

13. Responding to the allegations of Paragraph 15 of the Complaint, Defendants would state that there is no amount due and owing the Plaintiff so no offer or payment has been made other than what has previously been made to Plaintiff.
14. Defendants deny the allegations of Paragraphs 16 and 17 of the Complaint.
15. Defendants are without sufficient information in which to admit or deny the allegations of Paragraph 18 of the Complaint, and therefore, deny those allegations and demand strict proof thereof.
16. Defendants deny the allegations of Paragraph 19 of the Complaint.
17. Defendants are without sufficient information in which to admit or deny the allegations of Paragraph 20 of the Complaint, and therefore, deny those allegations and demand strict proof thereof.
18. Responding to the allegations of Paragraphs 21 and 22 of the Complaint, Defendants admit that Plaintiff has asserted a cause of action for foreclosure of a mechanic's lien; however, Defendants would further assert that Plaintiff has failed to comply with the requirements of S.C. Code Ann. § 29-5-10, *et. seq.* with regards to perfecting its lien and said lien is dissolved as a matter of law.
19. Defendants admit that a copy of a document entitled "Lis Pendens" was attached to the Complaint and would state that the document speaks for itself.
20. Defendants deny the allegations of Paragraphs 24 and 25 of the Complaint.
21. Defendants incorporate their responses to Paragraphs 1 through 25 of the Complaint in response to the allegations of Paragraph 26 of the Complaint.

22. The allegations of Paragraph 27 of the Complaint assert conclusions of law to which no response is required. To the extent the allegations of Paragraph 27 do assert allegations of fact, they are denied.
23. Defendants deny the allegations of Paragraphs 28 and 29 of the Complaint.
24. The allegations of Paragraph 30 of the Complaint assert conclusions of law to which no response is required. To the extent the allegations of Paragraph 30 do assert allegations of fact, they are denied.
25. Defendants deny the allegations of Paragraph 31 of the Complaint.
26. Defendants incorporate their responses to Paragraphs 1 through 31 of the Complaint in response to the allegations of Paragraph 32 of the Complaint.
27. Responding to the allegations of Paragraphs 33-37 of the Complaint, Defendants admit that Plaintiff supplied certain labor and materials for the construction of the residence as required by the Contract. Defendants deny the remaining allegations and would further assert that they have paid all that is due and in fact overpaid Plaintiff based on Plaintiff's misrepresentations as to costs of the work incurred.
28. Defendants deny the allegations of Paragraph 38 of the Complaint.
29. Defendants incorporate their responses to Paragraphs 1 through 38 of the Complaint in response to the allegations of Paragraph 39 of the Complaint.
30. Responding to the allegations of Paragraphs 40-43 of the Complaint, Defendants admit that Plaintiff supplied certain labor and materials for the construction of the residence as required by the Contract. Defendants deny the remaining allegations and would further assert that they have paid all that is due and in fact overpaid Plaintiff based on Plaintiff's misrepresentations as to costs of the work incurred.

31. Defendants deny the allegations of Paragraph 44 of the Complaint.

32. Defendants incorporate their responses to Paragraphs 1 through 44 of the Complaint in response to the allegations of Paragraph 45 of the Complaint.

33. Defendants deny the allegations of Paragraphs 46 and 47 of the Complaint.

FOR A SECOND DEFENSE
(Failure to State a Claim)

34. The allegations contained in the Paragraphs above, not inconsistent herewith, are incorporated herein by reference.

35. ARM's Complaint fails to state facts sufficient to constitute a cause of action and, therefore, should be dismissed pursuant to SCRCP 12(b)(6).

FOR A THIRD DEFENSE
(Notice)

36. The allegations contained in the Paragraphs above, not inconsistent herewith, are incorporated herein by reference.

37. ARM's claims are barred based upon improper notice.

FOR A FOURTH DEFENSE
(Waiver and Estoppel)

38. The allegations contained in the Paragraphs above, not inconsistent herewith, are incorporated herein by reference.

39. The claims against Defendants are, upon information and belief, barred pursuant to the equitable doctrine of waiver and estoppel.

FOR A FIFTH DEFENSE
(S.C. Code Ann. § 29-5-10, *et seq.*)

40. The allegations contained in the Paragraphs above, not inconsistent herewith, are incorporated herein by reference.

41. The Defendants would show the Honorable Court that Plaintiff's mechanic's lien, and the action to foreclose thereon, should be dismissed, with attorney's fees and costs awarded to the Defendants, because the Plaintiff failed to comply with the requirements of S.C. Code Ann. § 29-5-10, *et seq.*

FOR A SIXTH DEFENSE
(Equitable Defenses)

42. The allegations contained in the Paragraphs above, not inconsistent herewith, are incorporated herein by reference.

43. The Plaintiff's claims are barred, in whole or in part, by one or more of the doctrines of laches, estoppel, unclean hands, or waiver.

FOR A SEVENTH DEFENSE
(The Illegality Doctrine)

44. The allegations contained in the Paragraphs above, not inconsistent herewith, are incorporated herein by reference.

45. The Defendants would show the Honorable Court that the Plaintiff engaged in unlawful conduct, which bars any recovery against the Defendant.

FOR AN EIGHTH DEFENSE
(Setoff)

46. The allegations contained in the Paragraphs above, not inconsistent herewith, are incorporated herein by reference.

47. Any amounts allegedly owed by the Golsons to ARM has been justifiably withheld from the ARM due to the fact that ARM has not properly accounted for the cost of the work incurred by ARM and the Golsons have had to or will have to correct and/or complete work under Plaintiff's contract with the Golsons.

48. The Golsons have and will incur costs and damages in excess of the amount of Plaintiff's claim which the Golsons are entitled to setoff.

FOR A NINTH DEFENSE
(Material Breach)

49. The allegations contained in the Paragraphs above, not inconsistent herewith, are incorporated herein by reference.

50. Plaintiff materially breached the contract and failed to properly account for the cost of the work, misrepresented costs incurred on the Project and otherwise failed to complete its work in a good and workmanlike manner, in a timely manner, and in accordance with the agreement with the Golsons. Plaintiff is therefore barred from recovery.

FOR A TENTH DEFENSE AND BY
WAY OF COUNTERCLAIM
(Breach of Contract)

51. The allegations contained in the Paragraphs above, not inconsistent herewith, are incorporated herein by reference.

52. In late 2015 and early 2016, the Golsons entered into negotiations with Ahmad Mazloom of ARM Quality Builders to construct a residential home on Lot 32, 207 Libby Ariail Lane in Chapin, South Carolina ("the Project").

53. During those negotiations, the Golsons and Mr. Mazlook met on several occasions to discuss the Golsons' plans and goals for their new home. One of the concerns emphasized by the Golsons was a clear understanding of the costs associated with the work. Once the scope of work was agreed upon Mazloom indicated that the work could be performed for a guaranteed maximum price of \$395,000. After further discussion, Mazloom indicated that if the parties agreed to a "cost plus a fee" contract with a guaranteed maximum price of \$395,000, the Golsons could expect the

final price to be less than the guaranteed maximum price. In other words, Mazloom indicated that the maximum price would not exceed the price the maximum price he represented to be \$395,000.

54. Based on these representations, on February 29, 2016, the Golsons entered into a contract with ARM for the construction of their new home (the "Contract"). The Contract provided that ARM would construct the home at cost plus a fee of 15% of the cost. The Contract further provided that the Project would be completed within 180 days. A contemporaneous agreement executed by the parties reflected ARM's agreement that the maximum price would be \$395,000.

55. Subsequent to the execution of the Contract, ARM began performing work under the Contract. The Golsons performed their obligations under the Contract by making periodic payments to ARM based upon receipt of requests for payment and representations by ARM that the requests for payment represented actual costs incurred in performance of the work.

56. During the latter part of 2016, the Golsons began to become concerned as the costs associated to complete the work appeared to be exceeding the maximum costs quoted by ARM. Mazloom repeatedly told the Golsons that they had nothing to worry about when inquiries were made about the cost of the work. Ultimately, ARM did notify the Golsons that the costs did exceed the maximum costs and he expected to be paid for these excess costs.

57. During this time, the Golsons also began to become concerned that the request for payment did not reflect actual costs incurred by ARM for work performed on the Project. The Golsons requested that ARM provide supporting documentation for the costs incurred on the Project. The information provided by ARM, upon information and belief, reflects that ARM improperly charged the Golsons for labor, materials and/or equipment that was not incorporated into the Project.

58. On February 11, 2017, ARM presented an accounting whereupon it alleged the cost of the work was \$407,245.71 plus a fee of \$61,086.86 for a total construction cost of \$468,332.57. ARM demanded a final payment of \$55,085.52.

59. ARM has breached the Contract in one or more of the following particulars:

- a. Billing for work not performed, overcharging and failing to apply proper credits;
- b. Failure to construct the home in a workmanlike manner, in accordance with the contract and the applicable building codes;
- c. Failure to pay his subcontractors and suppliers;
- d. Failure to complete the work.

60. As a result of Plaintiff's failure to comply with its obligations under the Contract, the Golsons have incurred damages associated with the overpayment of sums not justly due ARM and will incur significant additional costs associated with ARM's failure to complete the work in accordance with the Contract, with such amounts to be proven at trial, including but not limited to actual, liquidated, special, incidental and consequential damages.

FOR AN ELEVENTH DEFENSE AND BY WAY OF COUNTERCLAIM
(Negligent Misrepresentation)

61. The allegations contained in the Paragraphs above, not inconsistent herewith, are incorporated herein by reference.

62. The Plaintiff submitted requests for payment representing that the request reflected actual costs incurred in performance of the work under the Contract.

63. Upon information and belief, the requests for payment did not reflect actual costs properly allocated to the Project.

64. The representations of ARM to the Golsons regarding payment due under the Contract was false.

65. ARM had a pecuniary interest in making the representations based on the representations having been made in the course of ARM's business and the tendency of said representations to induce Defendants' to pay ARM monies that were not properly due ARM.

66. ARM owed a duty of care to Defendants to see that it communicated truthful information to the Defendants.

67. ARM breached that duty by failing to exercise due care and communicate truthfully to Defendants.

68. The Defendants justifiably relied on the representations of ARM regarding the alleged costs incurred for the Project and the amounts properly due ARM.

69. As a proximate result of the Defendants' reliance on the representations made by ARM, Defendants have suffered a pecuniary loss and are entitled to recover from ARM an amount to be proven at trial.

FOR AN NINTH DEFENSE AND BY WAY OF COUNTERCLAIM
(Fraud in the Inducement)

70. The allegations contained in the Paragraphs above, not inconsistent herewith, are incorporated herein by reference.

71. The Plaintiff submitted requests for payment representing that the request reflected actual costs incurred in performance of the work under the Contract.

72. Upon information and belief, the requests for payment did not reflect actual costs properly allocated to the Project.

73. The representations of ARM to the Golsons regarding payment due under the Contract was false.

74. The representations were material, insofar as it played a role in Defendants' decision to pay monies to ARM that were not properly due.

75. ARM had knowledge of its falsity of the representation.

76. ARM intended Defendants rely upon and act upon the representation, and Defendants, being ignorant of the falsity of said representation and having a right to rely on the truthfulness of the representation, did so rely by paying monies to ARM that were not properly due.

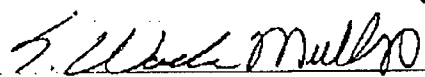
77. Defendants suffered a pecuniary loss as a direct and proximate result of their reliance.

78. As a result of ARM's fraudulent misrepresentation, Defendants are entitled to damages in an amount to be proven at trial.

WHEREFORE, having fully answered ARM's Complaint, Defendants pray for relief as follows:

- a. that ARM's Complaint be dismissed with prejudice as to Defendants;
- b. That Defendants be awarded judgment on its Counterclaims against the Plaintiff in an amount to be determined at trial;
- c. That Defendants be awarded its attorney's fees and costs incurred in defending this action; and
- d. For such other and further relief as this Court may deem just and proper.

BRUNER, POWELL, WALL & MULLINS, LLC


E. Wade Mullins, III #3525
Post Office Box 61110
Columbia, South Carolina 29260-1110
(803)252-7693
Attorney for Defendants Golsons

July 28, 2017
Columbia, South Carolina

STATE OF SOUTH CAROLINA)
COUNTY OF LEXINGTON)

IN THE COURT OF COMMON PLEAS
FOR THE ELEVENTH JUDICIAL CIRCUIT

ARM Quality Builders LLC d/b/a)
ARM Quality Builders,)

Civil Action No.: 2017-CP-32-0220

Plaintiff,)

-vs-)

**NOTICE OF MOTION AND MOTION
TO QUASH SUBPOENAS**

Joseph A. Golson and Lycia B. Golson, and)
Branch Banking and Trust Company, LLC)

Defendants.)

TO: E. WADE MULLINS, III, ESQUIRE, ATTORNEY FOR DEFENDANTS JOSEPH A. GOLSON and LYCIA B. GOLSON:

YOU WILL PLEASE TAKE NOTICE that the Plaintiff will move before the Judge for the Eleventh Judicial Circuit Court, at the Marc H. Westbrook Lexington County Judicial Center, at 205 East Main Street, Lexington, South Carolina, on the tenth day after service hereof, or as soon thereafter as counsel may be heard, for an Order quashing the proposed Subpoenas the following companies to produce records, issued by Caitlin C. Heyward, attorney for Defendants Joseph A. Golson and Lycia B. Golson, dated October 25, 2017, a copy of which Subpoenas are attached hereto:

1. Double R. Cabinetry, LLC;
2. J&M Huerta, LLC;
3. Kyzer Masonry, Inc.;
4. Adam Goings;
5. Goings Construction, LLC;
6. Wise Tile & Marble, LLC;
7. Eagle Excavating, Inc.;
8. A&D Fabrication, LLC;
9. Daniels Floor Sanding and Refinishing, LLC; and
10. Supplemental Subpoena to RNG Contracting, LLC.

This Motion to Quash is based on the fact information requested has been previously supplied to the Defendants, the requested information subjects a person to undue burden, and

requires disclosure of a trade secret or other confidential research, development, or commercial information. It is also based on Subpoena attached hereto, Rules of Civil Procedure, Rules of Court, statutes, regulations, professional standards, case law and such other and further authority as the Court may deem appropriate.

DAVIS FRAWLEY, LLC
140 East Main Street, P.O. Box 489
Lexington, South Carolina 29071
(803) 359-2512

BY: /s/ James Randall Davis
James Randall Davis, SC Bar No. 1580
ATTORNEYS FOR PLAINTIFF

Lexington, South Carolina
November 6, 2017

BRUNER, POWELL, WALL & MULLINS, LLC

ATTORNEYS AND COUNSELORS AT LAW
1735 ST. JULIAN PLACE, SUITE 200
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COLUMBIA, SOUTH CAROLINA 29260-1110
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WARREN C. POWELL, JR., P.A.**
HENRY P. WALL
E. WADE MULLINS III, P.A.
BRIAN P. ROBINSON, P.A.
WESLEY D. PEEL, P.A.
JOEY R. FLOYD, P.A.
BENJAMIN C. BRUNER, P.A.

JAMES L. BRUNER, P.A.
OF COUNSEL

ANN F. ALLISON
CAITLIN C. HEYWARD
ROBERT C. OSBORNE III

AUTHOR'S E-MAIL: CHEYWARD@BRUNERPOWELL.COM

** Also Admitted in District of Columbia

October 25, 2017

VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED
DELIVERY RESTRICTED TO ADDRESSEE

Double R. Cabinetry, LLC
c/o Joshua C. Hall, registered agent
2947 B Two Notch Rd.
Lexington, SC 29072

Re: ARM Quality Builders v. Joseph & Lycia Golson
C/A No.: 2017-CP-32-0220
Bruner Powell File No.: 7-2873.100

To Whom It May Concern:

Enclosed herewith you will find a Subpoena (documents only) in connection with the above-referenced matter. You are free to email your documents to me or drop a copy in the mail to me. I will be more than glad to accept electronic copies of the documents on a flash drive (or a copy of the documents transmitted to me by email). Feel free to call me if you have any questions regarding the documents requested in the subpoena.

With my kindest regards, I am

Sincerely,

Caitlin Heyward

Caitlin C. Heyward

CCH/kg
Enclosures

cc: James Randall Davis, Esquire (Via U.S. Mail w/copy of Encl.)
Joseph & Lycia Golson (Via E-Mail w/copy of Encl.)

STATE OF SOUTH CAROLINA

ISSUED BY THE COMMON PLEAS COURT IN THE COUNTY OF LEXINGTON

ARM Quality Builders, LLC d/b/a ARM Quality
Builders, plaintiff

SUBPOENA IN A CIVIL CASE

v.

Case Number: 2017-CP-32-0220

Joseph A. Golson and Lycia B. Golson, and
Branch Banking and Trust Company,
Defendants

Pending in Lexington County

TO:

Double R. Cabinetry, LLC
c/o Joshua C. Hall, registered agent
2947 B Two Notch Rd.
Lexington, SC 29072☐ YOU ARE COMMANDED to appear in the above named court at the place, and time specified below to testify in the above case.

PLACE OF TESTIMONY

COURTROOM

DATE AND TIME

☐ YOU ARE COMMANDED to appear at the place, date, and time specified below to testify at the taking of a deposition in the above case.

PLACE OF DEPOSITION

DATE AND TIME

☒ YOU ARE COMMANDED to produce and permit inspection and copying of the following documents or objects in your possession, custody or control at the place, date and time specified below (list documents or objects): Documents as described in Exhibit A.

PLACE

Bruner Powell Wall & Mullins
1735 St. Julian Place, Suite 200
Columbia, SC 29204

DATE AND TIME

November 10, 2017, 5:00 p.m.

☐ YOU ARE COMMANDED to permit inspection of the following premises at the date and time specified below.

PREMISES

DATE AND TIME

ANY SUBPOENAED ORGANIZATION NOT A PARTY TO THIS IS HEREBY DIRECTED TO RULE 30(b)(6), SOUTH CAROLINA RULES OF CIVIL PROCEDURE, TO FILE A DESIGNATION WITH THE COURT SPECIFYING ONE OR MORE OFFICERS, DIRECTORS, OR MANAGING AGENTS, OR OTHER PERSONS WHO CONSENT TO TESTIFY ON ITS BEHALF, SHALL SET FORTH, FOR EACH PERSON DESIGNATED, THE MATTERS ON WHICH HE WILL TESTIFY OR PRODUCE DOCUMENTS OR THINGS. THE PERSON SO DESIGNATED TESTIFY AS TO MATTERS KNOWN OR REASONABLY AVAILABLE TO THE ORGANIZATION

I CERTIFY THAT THE SUBPOENA IS ISSUED IN COMPLIANCE WITH RULE 45(c)(1), AND THAT NOTICE AS REQUIRED BY RULE 45(b)(1) HAS BEEN GIVEN TO ALL PARTIES.

Caitlin Heyward
Attorney/Issuing Officer's Signature
Attorney for Plaintiff

Date

Print Name

Attorney's Address and Telephone Number:

1735 St. Julian Place, Post Office Box 61110 Columbia, SC 29206
(803) 252-7693

Clerk of Court/Issuing Officer's Signature
Pro Se Litigant's Name, Address and
Telephone Number :

Date

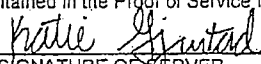
Print Name

PROOF OF SERVICE

SERVED:	DATE 10/25/2017	FEES AND MILEAGE TENDERED TO WITNESS ☐ YES ☐ NO AMOUNT \$
PLACE:	2947 B Two Notch Rd. Lexington, SC 29072	
SERVED ON Double R. Cabinetry, LLC c/o Joshua C. Hall, registered agent	MANNER OF SERVICE: Certified Mail, Restricted Delivery, Return Receipt Requested	
SERVED BY: Katie Gjennestad	TITLE: Legal Assistant	

DECLARATION OF SERVER

I certify that the foregoing information contained in the Proof of Service is true and correct.
Executed on October 25, 2017


SIGNATURE OF SERVER

Post Office Box 61110, Columbia, SC 29260-
1110
ADDRESS OF SERVER

Rule 45, South Carolina Rules of Civil Procedure, Parts (c) and (d):

(c) Protection of Persons Subject to Subpoenas.

(1) A party or an attorney responsible for the issuance and service of a subpoena shall take reasonable steps to avoid imposing undue burden or expense on a person subject to that subpoena. The court on behalf of which the subpoena was issued shall enforce this duty and impose upon the party or attorney in breach of this duty an appropriate sanction, which may include, but is not limited to, lost earnings and a reasonable attorney's fee.

(2)(A) A person commanded to produce and permit inspection and copying of designated electronically stored information, books, papers, documents or tangible things, or inspection of premises need not appear in person at the place of production or inspection unless commanded to appear for deposition, hearing or trial. A party or an attorney responsible for the issuance and service of a subpoena for production of books, papers and documents without a deposition shall provide to another party copies of documents so produced upon written request. The party requesting copies shall pay the reasonable costs of reproduction.

(B) Subject to paragraph (d)(2) of this rule, a person commanded to produce and permit inspection and copying may, within 14 days after service of the subpoena or before the time specified for compliance if such time is less than 14 days after service, serve upon the party or attorney designated in the subpoena written objection to inspection or copying of any or all of the designated materials or of the premises—or to producing electronically stored information in the form or forms requested. If objection is made, the party serving the subpoena shall not be entitled to inspect and copy the materials or inspect the premises except pursuant to an order of the court by which the subpoena was issued. If objection has been made, the party serving the subpoena may, upon notice to the person commanded to produce, move at any time in the court that issued the subpoena for an order to compel the production. Such an order to compel production shall protect any person who is not a party or an officer of a party from significant expense resulting from the inspection and copying commanded.

(3)(A) On timely motion, the court by which a subpoena was issued, or regarding a subpoena commanding appearance at a deposition, or production or inspection directed to a non-party, the court in the county where the non-party resides, is employed or regularly transacts business in person, shall quash or modify the subpoena if it:

(i) fails to allow reasonable time for compliance; or

(ii) requires a person who is not a party nor an officer, director or managing agent of a party, nor a general partner of a partnership that is a party, to travel more than 50 miles from the county where that person resides, is employed or regularly transacts business in person, except that, subject to the provisions of clause (c)(3)(B)(iii) of this rule, such a person may in order to attend trial be commanded to travel from any such place within the state in which the trial is held; or

(iii) requires disclosure of privileged or otherwise protected matter and no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) If a subpoena:

(i) requires disclosure of a trade secret or other confidential research, development, or commercial information, or

(ii) requires disclosure of an unretained expert's opinion or information not describing specific events or occurrences in dispute and resulting from the expert's study made not at the request of any party, or

(iii) requires a person who is not a party nor an officer, director or managing agent of a party, nor a general partner of a partnership that is a party, to incur substantial expense to travel from the county where that person resides, is employed or regularly transacts business in person, the court may, to protect a person subject to or affected by the subpoena, quash or modify the subpoena or, if the party in whose behalf the subpoena is issued shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship and assures that the person to whom the subpoena is addressed will be reasonably compensated, the court may order appearance or production only upon specified conditions.

(d) Duties in Responding to Subpoena.

(1)(A) A person responding to a subpoena to produce documents shall produce them as they are kept in the usual course of business or shall organize and label them to correspond with the categories in the demand.

(B) If a subpoena does not specify the form or forms for producing electronically stored information, a person responding to a subpoena must produce the information in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) A person responding to a subpoena need not produce the same electronically stored information in more than one form.

(D) A person responding to a subpoena need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or to quash, the person from whom discovery is sought must show that the information sought is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(6)(B). The court may specify conditions for the discovery.

(2)(A) When information subject to a subpoena is withheld on a claim that it is privileged or subject to protection as trial preparation materials, the claim shall be made expressly and shall be supported by a description of the nature of the documents, communications, or things not produced that is sufficient to enable the demanding party to contest the claim.

(B) If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has and may not use or disclose the information until the claim is resolved. A receiving party may promptly present the information to the court under seal for a determination of the claim. If the receiving party disclosed the information before being notified, the receiving party must take reasonable steps to retrieve the information. The person who produced the information must preserve the information until the claim is resolved.

EXHIBIT A
Double R. Cabinetry, LLC

- 1) All itemized invoices, quotes, delivery tickets, statements, receipts, return receipts, and evidence of payment for labor, materials, or any other services provided by you to ARM Quality Builders or Ahmad Mazloom in the calendar years 2016 and 2017 relating projects located at:
 - a. 125 Sweet Melody Lane Lexington, SC 29073
 - b. 207 Libby Ariail Lane Chapin, SC 29036
- 2) Identify the job location for Invoice No. 1084 and produce a copy of the same.
- 3) Identify the job location for Invoice No. 1080 and produce a copy of the same.
- 4) For the following check Nos. 800, 807, 824, and 848 (copies attached hereto)
 - a. Indicate and produce the invoice for which each check No./payment relates; and
 - b. Indicate the project location(s) where you supplied materials/labor for each invoice.
- 5) All correspondence, including emails and text messages, between you and Arm Quality Builders and/or Ahmad Mazloom for the years 2016 and 2017.
- 6) Produce and itemized account summary for ARM Quality Builders, LLC and Ahmad Mazloom for all products and/or services provided in the calendar years 2016 and 2017.
- 7) List all projects by project address for which you supplied labor or materials or performed any work on behalf of ARM Quality Builders or Ahmad Mazloom during the calendar years 2016 and 2017.
- 8) Indicate whether any products or materials supplied for the project located at 207 Libby Ariail Lane, Chapin, SC 29036 were returned by ARM Quality Builders or Ahmad Mazloom, whether a credit was issued, and the amount of each credit. Provide all documentation supporting the same.

ARM QUALITY BUILDERS, LLC
PH. 803-513-8352
117 CANNON TRAIL COURT
LEXINGTON, SC 29073

800
67-004339
78

Dec. 8-16
Date

Pay to the Order of Josh Hall \$ 4,200.00
Four Thousand Two hundred dollars and No/100

First Citizens Bank

For Alfred Mayhew
00800

ARM QUALITY BUILDERS, LLC
PH. 803-513-8352
117 CANNON TRAIL COURT
LEXINGTON, SC 29073

807
67-004339
78

Dec. 22-16
Date

Pay to the Order of Josh Hall \$ 3,500.00
Three Thousand Five hundred dollars and No/100

First Citizens Bank

For Alfred Mayhew
00807

ARM QUALITY BUILDERS, LLC (CH-800)
PH. 803-513-8352
117 CANNON TRAIL COURT
LEXINGTON, SC 29073

824
67-004339
78

Jan. 22-17
Date

Pay to the Order of Josh Hall \$ 2,000.00
Two Thousand dollars and No/100

01/24/17 081001 0023 083126517601CC \$2,000.00

First Citizens Bank

For Alfred Mayhew
00824

ARM QUALITY BUILDERS, LLC
PH. 803-513-8352
117 CANNON TRAIL COURT
LEXINGTON, SC 29073

848
67-004339
78

Jan. 25-17
Date

Pay to the Order of Josh Hall \$ 4,299.00
Four Thousand Two hundred ninety nine dollars and No/100

First Citizens Bank

For Alfred Mayhew
00848

BRUNER, POWELL, WALL & MULLINS, LLC

ATTORNEYS AND COUNSELORS AT LAW
1735 ST. JULIAN PLACE, SUITE 200
POST OFFICE BOX 61110
COLUMBIA, SOUTH CAROLINA 29260-1110
TELEPHONE 803-252-7693
FAX 803-254-5719
WWW.BRUNERPOWELL.COM

WARREN C. POWELL, JR., P.A.**
HENRY P. WALL
E. WADE MULLINS III, P.A.
BRIAN P. ROBINSON, P.A.
WESLEY D. PEEL, P.A.
JOEY R. FLOYD, P.A.
BENJAMIN C. BRUNER, P.A.

JAMES L. BRUNER, P.A.
OF COUNSEL

ANN F. ALLISON
CAITLIN C. HEYWARD
ROBERT C. OSBORNE III

AUTHOR'S E-MAIL: CHEYWARD@BRUNERPOWELL.COM

** Also Admitted in District of Columbia

October 25, 2017

VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED
DELIVERY RESTRICTED TO ADDRESSEE

J&M Huerta, LLC
Jaime Huerta, Registered Agent
1121 Lindler Dr.
West Columbia, SC 29170

Re: ARM Quality Builders v. Joseph & Lycia Golson
C/A No.: 2017-CP-32-0220
Bruner Powell File No.: 7-2873.100

To Whom It May Concern:

Enclosed herewith you will find a Subpoena (documents only) in connection with the above-referenced matter. You are free to email your documents to me or drop a copy in the mail to me. I will be more than glad to accept electronic copies of the documents on a flash drive (or a copy of the documents transmitted to me by email). Feel free to call me if you have any questions regarding the documents requested in the subpoena.

With my kindest regards, I am

Sincerely,

Caitlin Heyward

Caitlin C. Heyward

CCH/kg
Enclosures

cc: James Randall Davis, Esquire (Via U.S. Mail w/copy of Encl.)
Joseph & Lycia Golson (Via E-Mail w/copy of Encl.)

STATE OF SOUTH CAROLINA

ISSUED BY THE COMMON PLEAS COURT IN THE COUNTY OF LEXINGTON

ARM Quality Builders, LLC d/b/a ARM Quality
Builders, plaintiff

SUBPOENA IN A CIVIL CASE

v.

Case Number: 2017-CP-32-0220

Joseph A. Golson and Lycia B. Golson, and
Branch Banking and Trust Company,
Defendants

Pending in Lexington County

TO:

J&M Huerta, LLC
Jaime Huerta, Registered Agent
1121 Lindler Dr.
West Columbia, SC 29170☐ YOU ARE COMMANDED to appear in the above named court at the place, and time specified below to testify in the above case.

PLACE OF TESTIMONY	COURTROOM
	DATE AND TIME

☐ YOU ARE COMMANDED to appear at the place, date, and time specified below to testify at the taking of a deposition in the above case.

PLACE OF DEPOSITION	DATE AND TIME

☒ YOU ARE COMMANDED to produce and permit inspection and copying of the following documents or objects in your possession, custody or control at the place, date and time specified below (list documents or objects): Documents as described in Exhibit A.

PLACE Bruner Powell Wall & Mullins 1735 St. Julian Place, Suite 200 Columbia, SC 29204	DATE AND TIME November 10, 2017, 5:00 p.m

☐ YOU ARE COMMANDED to permit inspection of the following premises at the date and time specified below.

PREMISES	DATE AND TIME

ANY SUBPOENAED ORGANIZATION NOT A PARTY TO THIS IS HEREBY DIRECTED TO RULE 30(b)(6), SOUTH CAROLINA RULES OF CIVIL PROCEDURE, TO FILE A DESIGNATION WITH THE COURT SPECIFYING ONE OR MORE OFFICERS, DIRECTORS, OR MANAGING AGENTS, OR OTHER PERSONS WHO CONSENT TO TESTIFY ON ITS BEHALF, SHALL SET FORTH, FOR EACH PERSON DESIGNATED, THE MATTERS ON WHICH HE WILL TESTIFY OR PRODUCE DOCUMENTS OR THINGS. THE PERSON SO DESIGNATED TESTIFY AS TO MATTERS KNOWN OR REASONABLY AVAILABLE TO THE ORGANIZATION

I CERTIFY THAT THE SUBPOENA IS ISSUED IN COMPLIANCE WITH RULE 45(c)(1), AND THAT NOTICE AS REQUIRED BY RULE 45(b)(1) HAS BEEN GIVEN TO ALL PARTIES.

Caillin Hayward
Attorney/Issuing Officer's Signature

10/24/17
Date

Caillin Hayward
Print Name

Attorney for Plaintiff

Attorney's Address and Telephone Number:

1735 St. Julian Place, Post Office Box 61110 Columbia, SC 29206.

(803) 252-7693

Clerk of Court/Issuing Officer's Signature
Pro Se Litigant's Name, Address and
Telephone Number :

Date

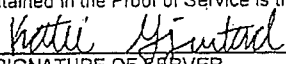
Print Name

PROOF OF SERVICE

SERVED:	DATE 10/25/2017	FEEES AND MILEAGE TENDERED TO WITNESS ☐ YES ☐ NO AMOUNT \$
PLACE:	1121 Lindler Dr. West Columbia, SC 29170	
SERVED ON J&M Huerta, LLC Jaime Huerta, Registered Agent		MANNER OF SERVICE: Certified Mail, Restricted Delivery, Return Receipt Requested
SERVED BY: Katie Gjennestad		TITLE: Legal Assistant

DECLARATION OF SERVER

I certify that the foregoing information contained in the Proof of Service is true and correct.
Executed on October 25, 2017


SIGNATURE OF SERVER

Post Office Box 61110, Columbia, SC 29260-
1110
ADDRESS OF SERVER

Rule 45, South Carolina Rules of Civil Procedures, Parts (c) and (d):

(c) Protection of Persons Subject to Subpoenas.

(1) A party or an attorney responsible for the issuance and service of a subpoena shall take reasonable steps to avoid imposing undue burden or expense on a person subject to that subpoena. The court on behalf of which the subpoena was issued shall enforce this duty and impose upon the party or attorney in breach of this duty an appropriate sanction, which may include, but is not limited to, lost earnings and a reasonable attorney's fee.

(2)(A) A person commanded to produce and permit inspection and copying of designated electronically stored information, books, papers, documents or tangible things, or inspection of premises need not appear in person at the place of production or inspection unless commanded to appear for deposition, hearing or trial. A party or an attorney responsible for the issuance and service of a subpoena for production of books, papers, and documents without a deposition shall provide to another party copies of documents so produced upon written request. The party requesting copies shall pay the reasonable costs of reproduction.

(B) Subject to paragraph (d)(2) of this rule, a person commanded to produce and permit inspection and copying may, within 14 days after service of the subpoena or before the time specified for compliance if such time is less than 14 days after service, serve upon the party or attorney designated in the subpoena written objection to inspection or copying of any or all of the designated materials or of the premises—or to producing electronically stored information in the form or forms requested. If objection is made, the party serving the subpoena shall not be entitled to inspect and copy the materials or inspect the premises except pursuant to an order of the court by which the subpoena was issued. If objection has been made, the party serving the subpoena may, upon notice to the person commanded to produce, move at any time in the court that issued the subpoena for an order to compel the production. Such an order to compel production shall protect any person who is not a party or an officer of a party from significant expense resulting from the inspection and copying commanded.

(3)(A) On timely motion, the court by which a subpoena was issued, or regarding a subpoena commanding appearance at a deposition, or production or inspection directed to a non-party, the court in the county where the non-party resides, is employed or regularly transacts business in person, shall quash or modify the subpoena if it:

(i) fails to allow reasonable time for compliance; or

(ii) requires a person who is not a party nor an officer, director or managing agent of a party, nor a general partner of a partnership that is a party, to travel more than 50 miles from the county where that person resides, is employed or regularly transacts business in person, except that, subject to the provisions of clause (c)(3)(B)(iii) of this rule, such a person may in order to attend trial be commanded to travel from any such place within the state in which the trial is held; or

(iii) requires disclosure of privileged or otherwise protected matter and no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) If a subpoena:

(i) requires disclosure of a trade secret or other confidential research, development, or commercial information, or

(ii) requires disclosure of an unretained expert's opinion or information not describing specific events or occurrences in dispute and resulting from the expert's study made not at the request of any party, or

(iii) requires a person who is not a party nor an officer, director or managing agent of a party, nor a general partner of a partnership that is a party, to incur substantial expense to travel from the county where that person resides, is employed or regularly transacts business in person, the court may, to protect a person subject to or affected by the subpoena, quash or modify the subpoena or, if the party in whose behalf the subpoena is issued shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship and assures that the person to whom the subpoena is addressed will be reasonably compensated, the court may order appearance or production only upon specified conditions.

(d) Duties in Responding to Subpoena.

(1)(A) A person responding to a subpoena to produce documents shall produce them as they are kept in the usual course of business or shall organize and label them to correspond with the categories in the demand.

(B) If a subpoena does not specify the form or forms for producing electronically stored information, a person responding to a subpoena must produce the information in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) A person responding to a subpoena need not produce the same electronically stored information in more than one form.

(D) A person responding to a subpoena need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or to quash, the person from whom discovery is sought must show that the information sought is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(6)(B). The court may specify conditions for the discovery.

(2)(A) When information subject to a subpoena is withheld on a claim that it is privileged or subject to protection as trial preparation materials, the claim shall be made expressly and shall be supported by a description of the nature of the documents, communications, or things not produced that is sufficient to enable the demanding party to contest the claim.

(B) If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has and may not use or disclose the information until the claim is resolved. A receiving party may promptly present the information to the court under seal for a determination of the claim. If the receiving party disclosed the information before being notified, the receiving party must take reasonable steps to retrieve the information. The person who produced the information must preserve the information until the claim is resolved.

EXHIBIT A
J&M Huerta LLC

- 1) All itemized invoices, quotes, delivery tickets, statements, receipts, and evidence of payment for labor, materials, or any other services provided by you to ARM Quality Builders or Ahmad Mazloom in the calendar years 2016 and 2017 relating projects located at:
 - a. 125 Sweet Melody Lane Lexington, SC 29073
 - b. 207 Libby Ariail Lane Chapin, SC 29036
- 2) For the following check Nos. 763, 785, 822, 823, and 849 (copies attached hereto)
 - a. Indicate and produce the invoice for which each check No./payment relates; and
 - b. Indicate the project location(s) where you supplied materials/labor for each invoice.
- 3) All correspondence, including emails and text messages, between you and Arm Quality Builders and/or Ahmad Mazloom for the years 2016 and 2017.
- 4) Produce and itemized account summary for ARM Quality Builders, LLC and Ahmad Mazloom for all products and/or services provided in the calendar years 2016 and 2017.
- 5) List all projects by project address for which you supplied labor or materials or performed any work on behalf of ARM Quality Builders or Ahmad Mazloom during the calendar years 2016 and 2017.
- 6) Indicate whether any products or materials supplied for the project located at 207 Libby Ariail Lane Chapin, SC 29036 were returned by ARM Quality Builders or Ahmad Mazloom, whether a credit was issued, and the amount of each credit. Provide all documentation supporting the same.

ARM QUALITY BUILDERS, LLC
PH. 803-513-8352
117 CANNON TRAIL COURT
LEXINGTON, SC 29073

763
67-506579
76

Aug. 11-16 DATE

PAY TO THE ORDER OF Jaime Huerta \$3,800.00

Three thousand eight hundred dollars and no 100

08/15/16 078003 0263 083126617601CC \$3,800.00

First Citizens
First Citizens Bank and Trust Company, Inc.

FOR Ahmad Marjono

00763

ARM QUALITY BUILDERS, LLC 785
PH. 803-513-8352
117 CANNON TRAIL COURT
LEXINGTON, SC 29073

785
67-506579
78

Oct. 12-16 DATE

PAY TO THE ORDER OF Jaime Huerta \$3,500.00

Three thousand five hundred dollars and no 100

10/04/16 078004 0202 083126617601CC \$3,500.00

First Citizens
First Citizens Bank and Trust Company, Inc.

FOR Ahmad Marjono

00785

ARM QUALITY BUILDERS, LLC
PH. 803-513-8352
117 CANNON TRAIL COURT
LEXINGTON, SC 29073

822
67-506579
82

Jan. 20-17 DATE

Pay to the Order of Jaime Huerta \$6,000.00

Six thousand dollars and no 100 Dollars 100

First CitizensBank

FOR Ahmad Marjono

00822

ARM QUALITY BUILDERS, LLC
PH. 803-613-8352
117 CANNON TRAIL COURT
LEXINGTON, SC 29073

823
21 00000000 78

Jan. 23-17 Date

Pay to the Order of Jaime Huerfano \$ 5500.00
Five thousand dollars and no Dollars ☒ ☐ ☐

24/17 878004 0023 083126617601CC \$5,500.00

☒ First Citizens Bank

For Abad Marjono
00823

ARM QUALITY BUILDERS, LLC
PH. 803-613-8352
117 CANNON TRAIL COURT
LEXINGTON, SC 29073

849
07 604539 78

Jan. 27-17 Date

Pay to the Order of Jaime Huerfano \$ 3683.56
Three thousand six hundred eighty three dollars and 56 Dollars ☒ ☐ ☐
100

☒ First Citizens Bank

For Abad Marjono
00849

BRUNER, POWELL, WALL & MULLINS, LLC

ATTORNEYS AND COUNSELORS AT LAW
1735 ST. JULIAN PLACE, SUITE 200
POST OFFICE BOX 61110
COLUMBIA, SOUTH CAROLINA 29260-1110
TELEPHONE 803-252-7693
FAX 803-254-5719
WWW.BRUNERPOWELL.COM

WARREN C. POWELL, JR., P.A. **
HENRY P. WALL
E. WADE MULLINS III, P.A.
BRIAN P. ROBINSON, P.A.
WESLEY D. PEEL, P.A.
JOEY R. FLOYD, P.A.
BENJAMIN C. BRUNER, P.A.

JAMES L. BRUNER, P.A.
OF COUNSEL

ANN F. ALLISON
CAITLIN C. HEYWARD
ROBERT C. OSBORNE III

AUTHOR'S E-MAIL: CHEYWARD@BRUNERPOWELL.COM

** Also Admitted in District of Columbia

October 25, 2017

VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED
DELIVERY RESTRICTED TO ADDRESSEE

Kyzer Masonry Inc.
c/o Jason Kyzer, Registered Agent
832 Drawdebil Dr.
Gilbert, SC 29054

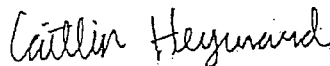
Re: ARM Quality Builders v. Joseph & Lycia Golson
C/A No.: 2017-CP-32-0220
Bruner Powell File No.: 7-2873.100

To Whom It May Concern:

Enclosed herewith you will find a Subpoena (documents only) in connection with the above-referenced matter. You are free to email your documents to me or drop a copy in the mail to me. I will be more than glad to accept electronic copies of the documents on a flash drive (or a copy of the documents transmitted to me by email). Feel free to call me if you have any questions regarding the documents requested in the subpoena.

With my kindest regards, I am,

Sincerely,



Caitlin C. Heyward

CCH/kg
Enclosures

cc: Kyzer Masonry, Inc. (Via U.S. Mail, 1924 Cedar Grove Rd., Leesville, SC 29070)
James Randall Davis, Esquire (Via U.S. Mail w/copy of Encl.)
Joseph & Lycia Golson (Via E-Mail w/copy of Encl.)

STATE OF SOUTH CAROLINA

ISSUED BY THE COMMON PLEAS COURT IN THE COUNTY OF LEXINGTON

ARM Quality Builders, LLC d/b/a ARM Quality
Builders, plaintiff

SUBPOENA IN A CIVIL CASE

v.

Case Number: 2017-CP-32-0220

Joseph A. Golson and Lycia B. Golson, and
Branch Banking and Trust Company,
Defendants

Pending in Lexington County

TO:

Kyzer Masonry Inc.
c/o Jason Kyzer, registered agent
832 Drawdebil Dr.
Gilbert, SC 29054☐ YOU ARE COMMANDED to appear in the above named court at the place, and time specified below
to testify in the above case.

PLACE OF TESTIMONY

COURTROOM

DATE AND TIME

☐ YOU ARE COMMANDED to appear at the place, date, and time specified below to testify at the taking
of a deposition in the above case.

PLACE OF DEPOSITION

DATE AND TIME

☒ YOU ARE COMMANDED to produce and permit inspection and copying of the following documents or
objects in your possession, custody or control at the place, date and time specified below (list documents
or objects): Documents as described in Exhibit A.

PLACE:

Bruner Powell Wall & Mullins
1735 St. Julian Place, Suite 200
Columbia, SC 29204

DATE AND TIME

November 10, 2017, 5:00 p.m

☐ YOU ARE COMMANDED to permit inspection of the following premises at the date and time specified
below.

PREMISES

DATE AND TIME

ANY SUBPOENAED ORGANIZATION NOT A PARTY TO THIS IS HEREBY DIRECTED TO RULE 30(b)(6),
SOUTH CAROLINA RULES OF CIVIL PROCEDURE, TO FILE A DESIGNATION WITH THE COURT
SPECIFYING ONE OR MORE OFFICERS, DIRECTORS, OR MANAGING AGENTS, OR OTHER PERSONS WHO
CONSENT TO TESTIFY ON ITS BEHALF, SHALL SET FORTH, FOR EACH PERSON DESIGNATED, THE
MATTERS ON WHICH HE WILL TESTIFY OR PRODUCE DOCUMENTS OR THINGS. THE PERSON SO
DESIGNATED TESTIFY AS TO MATTERS KNOWN OR REASONABLY AVAILABLE TO THE ORGANIZATIONI CERTIFY THAT THE SUBPOENA IS ISSUED IN COMPLIANCE WITH RULE 45(c)(1); AND THAT
NOTICE AS REQUIRED BY RULE 45(b)(1) HAS BEEN GIVEN TO ALL PARTIES.*Caitlin Heyward*
Attorney/Issuing Officer's Signature10/24/17
Date*Caitlin Heyward*
Print Name

Attorney for Plaintiff

Attorney's Address and Telephone Number:

1735 St. Julian Place, Post Office Box 61110 Columbia, SC 29206

(803) 252-7693

Clerk of Court/Issuing Officer's Signature Pro Se Litigant's Name, Address and Telephone Number :		Date	Print Name
PROOF OF SERVICE			
SERVED:	DATE 10/25/2017	FEES AND MILEAGE TENDERED TO WITNESS ☐ YES ☐ NO AMOUNT \$	
PLACE:	832 Drawdebil Dr. Gilbert, SC 29054		
SERVED ON Kyzer Masonry Inc. c/o Jason Kyzer, registered agent		MANNER OF SERVICE: Certified Mail, Restricted Delivery, Return Receipt Requested	
SERVED BY: Katie Gjennestad		TITLE: Legal Assistant	

DECLARATION OF SERVER

I certify that the foregoing information contained in the Proof of Service is true and correct.
Executed on October 25, 2017

Katie Gjennestad
SIGNATURE OF SERVER

Post Office Box 61110, Columbia, SC 29260-
1110
ADDRESS OF SERVER

Rule 45, South Carolina Rules of Civil Procedures, Parts (c) and (d):

(c) Protection of Persons Subject to Subpoenas.

(1) A party or an attorney responsible for the issuance and service of a subpoena shall take reasonable steps to avoid imposing undue burden or expense on a person subject to that subpoena. The court on behalf of which the subpoena was issued shall enforce this duty and impose upon the party or attorney in breach of this duty an appropriate sanction, which may include, but is not limited to, lost earnings and a reasonable attorney's fee.

(2)(A) A person commanded to produce and permit inspection and copying of designated electronically stored information, books, papers, documents or tangible things, or inspection of premises need not appear in person at the place of production or inspection unless commanded to appear for deposition, hearing or trial. A party or an attorney responsible for the issuance and service of a subpoena for production of books, papers and documents without a deposition shall provide to another party copies of documents so produced upon written request. The party requesting copies shall pay the reasonable costs of reproduction.

(B) Subject to paragraph (d)(2) of this rule, a person commanded to produce and permit inspection and copying may, within 14 days after service of the subpoena or before the time specified for compliance if such time is less than 14 days after service, serve upon the party or attorney designated in the subpoena written objection to inspection or copying of any or all of the designated materials or of the premises—or to producing electronically stored information in the form or forms requested. If objection is made, the party serving the subpoena shall not be entitled to inspect and copy the materials or inspect the premises except pursuant to an order of the court by which the subpoena was issued. If objection has been made, the party serving the subpoena may, upon notice to the person commanded to produce, move at any time in the court that issued the subpoena for an order to compel the production. Such an order to compel production shall protect any person who is not a party or an officer of a party from significant expense resulting from the inspection and copying commanded.

(3)(A) On timely motion, the court by which a subpoena was issued, or regarding a subpoena commanding appearance at a deposition, or production or inspection directed to a non-party, the court in the county where the non-party resides, is employed or regularly transacts business in person, shall quash or modify the subpoena if it:

(i) fails to allow reasonable time for compliance; or

(ii) requires a person who is not a party nor an officer, director or managing agent of a party, nor a general partner of a partnership that is a party, to travel more than 50 miles from the county where that person resides, is employed or regularly transacts business in person, except that, subject to the provisions of clause (c)(3)(B)(iii) of this rule, such a person may in order to attend trial be commanded to travel from any such place within the state in which the trial is held; or

(iii) requires disclosure of privileged or otherwise protected matter and no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) If a subpoena:

(i) requires disclosure of a trade secret or other confidential research, development, or commercial information, or

(ii) requires disclosure of an unretained expert's opinion or information not describing specific events or occurrences in dispute and resulting from the expert's study made not at the request of any party, or

(iii) requires a person who is not a party nor an officer, director or managing agent of a party, nor a general partner of a partnership that is a party, to incur substantial expense to travel from the county where that person resides, is employed or regularly transacts business in person, the court may, to protect a person subject to or affected by the subpoena, quash or modify the subpoena or, if the party in whose behalf the subpoena is issued shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship and assures that the person to whom the subpoena is addressed will be reasonably compensated, the court may order appearance or production only upon specified conditions.

(d) Duties In Responding to Subpoena.

(1)(A) A person responding to a subpoena to produce documents shall produce them as they are kept in the usual course of business or shall organize and label them to correspond with the categories in the demand.

(B) If a subpoena does not specify the form or forms for producing electronically stored information, a person responding to a subpoena must produce the information in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) A person responding to a subpoena need not produce the same electronically stored information in more than one form.

(D) A person responding to a subpoena need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or to quash, the person from whom discovery is sought must show that the information sought is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(6)(B). The court may specify conditions for the discovery.

(2)(A) When information subject to a subpoena is withheld on a claim that it is privileged or subject to protection as trial preparation materials, the claim shall be made expressly and shall be supported by a description of the nature of the documents, communications, or things not produced that is sufficient to enable the demanding party to contest the claim.

(B) If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has and may not use or disclose the information until the claim is resolved. A receiving party may promptly present the information to the court under seal for a determination of the claim. If the receiving party disclosed the information before being notified, the receiving party must take reasonable steps to retrieve the information. The person who produced the information must preserve the information until the claim is resolved.

EXHIBIT A
Kyzer Masonry Inc.

- 1) All itemized invoices, delivery tickets, statements, receipts, and evidence of payment for labor, materials, or any other services provided by you to Arm Quality Builders or Ahmad Mazloom in the calendar years 2016 and 2017 relating projects located at:
 - a. 125 Sweet Melody Lane Lexington, SC 29073
 - b. 207 Libby Ariail Lane Chapin, SC 29036
- 2) Identify by invoice number and produce the invoices for which the following payments relate (copies are attached hereto for your reference):
 - a. Check no. 759 for \$6,900
 - b. Check no. 787 for \$670
 - c. Check no. 775 for \$9,296.15
- 3) All correspondence, including emails, between you and Arm Quality Builders and/or Ahmad Mazloom for the years 2016 and 2017.
- 4) Produce and itemized account summary for ARM Quality Builders, LLC and Ahmad Mazloom for all products and/or services provided in the calendar years 2016 and 2017.
- 5) List all projects by project address for which you supplied labor or materials or performed any work on behalf of ARM Quality Builders or Ahmad Mazloom during the calendar years 2016 and 2017.
- 6) Indicate whether any products or materials supplied for the project located at 207 Libby Ariail Lane Chapin, SC 29036 were returned by ARM Quality Builders or Ahmad Mazloom, whether a credit was issued, and the amount of each credit. Provide all documentation supporting the same.

ARM QUALITY BUILDERS, LLC
PH. 803-513-2552
117 CANNON TRAIL COURT
LEXINGTON, SC 29073

OK Mr. Maxson
DATE Aug. 5-16 16

PAY TO THE ORDER OF Jason Kyzar \$ 6900.00
Six thousand nine hundred dollars and No/100

08/05/16 085003 0855 083126617601CC \$6,900.00

First Citizens
FOR Shad Maxson
00759

ARM QUALITY BUILDERS, LLC
PH. 803-513-2552
117 CANNON TRAIL COURT
LEXINGTON, SC 29073

DATE NOV-15-16 16

PAY TO THE ORDER OF Jason Kyzar \$ 670.00
Six hundred seventy dollars and No/100

11/15/16 085003 0031 083126617601CC \$670.00

First Citizens
FOR Shad Maxson
00787

ARM QUALITY BUILDERS, LLC
PH. 803-513-2552
117 CANNON TRAIL COURT
LEXINGTON, SC 29073

OK Mr. Maxson
phone
DATE sep. 29-16 16

PAY TO THE ORDER OF Jason Kyzar \$ 9,296.15
nine thousand two hundred ninety six dollars and 15/100

9/29/16 085003 0119 083126617601CC \$9,296.15

First Citizens
FOR Shad Maxson
00775

BRUNER, POWELL, WALL & MULLINS, LLC

ATTORNEYS AND COUNSELORS AT LAW
1735 ST. JULIAN PLACE, SUITE 200
POST OFFICE BOX 61110
COLUMBIA, SOUTH CAROLINA 29260-1110
TELEPHONE 803-252-7693
FAX 803-254-5719
WWW.BRUNERPOWELL.COM

WARREN C. POWELL, JR., P.A. **
HENRY P. WALL
E. WADE MULLINS III, P.A.
BRIAN P. ROBINSON, P.A.
WESLEY D. PEEL, P.A.
JOEY R. FLOYD, P.A.
BENJAMIN C. BRUNER, P.A.

JAMES L. BRUNER, P.A.
OF COUNSEL

ANN F. ALLISON
CAITLIN C. HEYWARD
ROBERT C. OSBORNE III

AUTHOR'S E-MAIL: CHEYWARD@BRUNERPOWELL.COM

** Also Admitted in District of Columbia

October 25, 2017

VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED
DELIVERY RESTRICTED TO ADDRESSEE

Adam Goings
200 Wildlife Rd.
Lexington, SC 29072

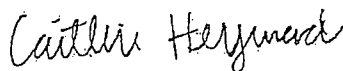
Re: ARM Quality Builders v. Joseph & Lycia Golson
C/A No.: 2017-CP-32-0220
Bruner Powell File No.: 7-2873.100

To Whom It May Concern:

Enclosed herewith you will find a Subpoena (documents only) in connection with the above-referenced matter. You are free to email your documents to me or drop a copy in the mail to me. I will be more than glad to accept electronic copies of the documents on a flash drive (or a copy of the documents transmitted to me by email). Feel free to call me if you have any questions regarding the documents requested in the subpoena.

With my kindest regards, I am

Sincerely,



Caitlin C. Heyward

CCH/Kg
Enclosures

cc: James Randall Davis, Esquire (Via U.S. Mail w/copy of Encl.)
Joseph & Lycia Golson (Via E-Mail w/copy of Encl.)

STATE OF SOUTH CAROLINA

ISSUED BY THE COMMON PLEAS COURT IN THE COUNTY OF LEXINGTON

ARM Quality Builders, LLC d/b/a ARM Quality
Builders, plaintiff

SUBPOENA IN A CIVIL CASE

v.

Case Number: 2017-CP-32-0220

Joseph A. Golson and Lycia B. Golson, and
Branch Banking and Trust Company,
Defendants

Pending in Lexington County

TO:

Adam Goings

200 Wildlife Rd.

Lexington, SC 29072

☐ YOU ARE COMMANDED to appear in the above named court at the place, and time specified below
to testify in the above case.

PLACE OF TESTIMONY

COURTROOM

DATE AND TIME

☐ YOU ARE COMMANDED to appear at the place, date, and time specified below to testify at the taking
of a deposition in the above case.

PLACE OF DEPOSITION

DATE AND TIME

☒ YOU ARE COMMANDED to produce and permit inspection and copying of the following documents or
objects in your possession, custody or control at the place, date and time specified below (list documents
or objects): Documents as described in Exhibit A.

PLACE

DATE AND TIME

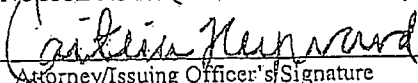
Bruner Powell Wall & Mullins
1735 St. Julian Place, Suite 200
Columbia, SC 29204

November 10, 2017, 5:00 p.m.

☐ YOU ARE COMMANDED to permit inspection of the following premises at the date and time specified
below.

PREMISES

DATE AND TIME

ANY SUBPOENAED ORGANIZATION NOT A PARTY TO THIS IS HEREBY DIRECTED TO RULE 30(b)(6),
SOUTH CAROLINA RULES OF CIVIL PROCEDURE, TO FILE A DESIGNATION WITH THE COURT
SPECIFYING ONE OR MORE OFFICERS, DIRECTORS, OR MANAGING AGENTS, OR OTHER PERSONS WHO
CONSENT TO TESTIFY ON ITS BEHALF, SHALL SET FORTH, FOR EACH PERSON DESIGNATED, THE
MATTERS ON WHICH HE WILL TESTIFY OR PRODUCE DOCUMENTS OR THINGS. THE PERSON SO
DESIGNATED TESTIFY AS TO MATTERS KNOWN OR REASONABLY AVAILABLE TO THE ORGANIZATIONI CERTIFY THAT THE SUBPOENA IS ISSUED IN COMPLIANCE WITH RULE 45(c)(1), AND THAT
NOTICE AS REQUIRED BY RULE 45(b)(1) HAS BEEN GIVEN TO ALL PARTIES.Attorney/Issuing Officer's Signature
Attorney for Plaintiff

Date

10/24/17

Caitlin Heyward

Print Name

Attorney's Address and Telephone Number:

1735 St. Julian Place, Post Office Box 61110 Columbia, SC 29206
(803) 252-7693

Clerk of Court/Issuing Officer's Signature

Date

Print Name

Pro Se Litigant's Name, Address and
Telephone Number :

PROOF OF SERVICE

SERVED:	DATE 10/25/2017	FEEs AND MILEAGE TENDERED TO WITNESS ☐ YES ☐ NO AMOUNT \$
PLACE:	200 Wildlife Rd. Lexington, SC 29072	
SERVED ON Adam Goings	MANNER OF SERVICE: Certified Mail, Restricted Delivery, Return Receipt Requested	
SERVED BY: Katie Gjennestad	TITLE: Legal Assistant	

DECLARATION OF SERVER

I certify that the foregoing information contained in the Proof of Service is true and correct.
Executed on October 25, 2017

Katie Gjennestad
SIGNATURE OF SERVER

Post Office Box 61110, Columbia, SC 29260-
1110
ADDRESS OF SERVER

Rule 45, South Carolina Rules of Civil Procedures, Parts (c) and (d):

(c) Protection of Persons Subject to Subpoenas.

(1) A party or an attorney responsible for the issuance and service of a subpoena shall take reasonable steps to avoid imposing undue burden or expense on a person subject to that subpoena. The court on behalf of which the subpoena was issued shall enforce this duty and impose upon the party or attorney in breach of this duty an appropriate sanction, which may include, but is not limited to, lost earnings and a reasonable attorney's fee.

(2)(A) A person commanded to produce and permit inspection and copying of designated electronically stored information, books, papers, documents or tangible things, or inspection of premises, need not appear in person at the place of production or inspection unless commanded to appear for deposition, hearing or trial. A party or an attorney responsible for the issuance and service of a subpoena for production of books, papers and documents without a deposition shall provide to another party copies of documents so produced upon written request. The party requesting copies shall pay the reasonable costs of reproduction.

(B) Subject to paragraph (d)(2) of this rule, a person commanded to produce and permit inspection and copying may, within 14 days after service of the subpoena or before the time specified for compliance if such time is less than 14 days after service, serve upon the party or attorney designated in the subpoena written objection to inspection or copying of any or all of the designated materials or of the premises—or to producing electronically stored information in the form or forms requested. If objection is made, the party serving the subpoena shall not be entitled to inspect and copy the materials or inspect the premises except pursuant to an order of the court by which the subpoena was issued. If objection has been made, the party serving the subpoena may, upon notice to the person commanded to produce, move at any time in the court that issued the subpoena for an order to compel the production. Such an order to compel production shall protect any person who is not a party or an officer of a party from significant expense resulting from the inspection and copying commanded.

(3)(A) On timely motion, the court by which a subpoena was issued, or regarding a subpoena commanding appearance at a deposition, or production or inspection directed to a non-party, the court in the county where the non-party resides, is employed or regularly transacts business in person, shall quash or modify the subpoena if it:

(i) fails to allow reasonable time for compliance; or

(ii) requires a person who is not a party nor an officer, director or managing agent of a party, nor a general partner of a partnership that is a party, to travel more than 50 miles from the county where that person resides, is employed or regularly transacts business in person, except that, subject to the provisions of clause (c)(3)(B)(iii) of this rule, such a person may in order to attend trial be commanded to travel from any such place within the state in which the trial is held; or

(iii) requires disclosure of privileged or otherwise protected matter and no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) If a subpoena:

(i) requires disclosure of a trade secret or other confidential research, development, or commercial information, or

(ii) requires disclosure of an unretained expert's opinion or information not describing specific events or occurrences in dispute and resulting from the expert's study made not at the request of any party, or

(iii) requires a person who is not a party nor an officer, director or managing agent of a party, nor a general partner of a partnership that is a party, to incur substantial expense to travel from the county where that person resides; is employed or regularly transacts business in person, the court may, to protect a person subject to or affected by the subpoena, quash or modify the subpoena or, if the party in whose behalf the subpoena is issued shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship and assures that the person to whom the subpoena is addressed will be reasonably compensated, the court may order appearance or production only upon specified conditions.

(d) Duties in Responding to Subpoena.

(1)(A) A person responding to a subpoena to produce documents shall produce them as they are kept in the usual course of business or shall organize and label them to correspond with the categories in the demand.

(B) If a subpoena does not specify the form or forms for producing electronically stored information, a person responding to a subpoena must produce the information in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) A person responding to a subpoena need not produce the same electronically stored information in more than one form.

(D) A person responding to a subpoena need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or to quash, the person from whom discovery is sought must show that the information sought is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(6)(B). The court may specify conditions for the discovery.

(2)(A) When information subject to a subpoena is withheld on a claim that it is privileged or subject to protection as trial preparation materials, the claim shall be made expressly and shall be supported by a description of the nature of the documents, communications, or things not produced that is sufficient to enable the demanding party to contest the claim.

(B) If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has and may not use or disclose the information until the claim is resolved. A receiving party may promptly present the information to the court under seal for a determination of the claim. If the receiving party disclosed the information before being notified, the receiving party must take reasonable steps to retrieve the information. The person who produced the information must preserve the information until the claim is resolved.

EXHIBIT A
Adam Goings

- 1) All itemized invoices, quotes, delivery tickets, statements, receipts, and evidence of payment for labor, materials, or any other services provided by you or Adam Goings to Arm Quality Builders or Ahmad Mazloom in the calendar years 2016 and 2017 relating projects located at:
 - a. 125 Sweet Melody Lane Lexington, SC 29073
 - b. 207 Libby Ariail Lane Chapin, SC 29036
- 2) Indicate whether you delivered sliding glass doors to Amhad Mazloom or ARM Quality Builders for a project located at 207 Libby Ariail Lane Chapin, SC 29036, produce the final invoice for the doors, and indicate whether that invoice was paid in full.
- 3) Produce the invoices that relate to check No. 816 for \$600.00 and check No. 844 for \$440.00 made payable to you by ARM Qualify Builders. (Copies of checks attached for your reference).
- 4) All correspondence, including emails and text messages, between you and Arm Quality Builders and/or Ahmad Mazloom for the years 2016 and 2017.
- 5) Produce and itemized account summary for ARM Quality Builders, LLC and Ahmad Mazloom for all products and/or services provided in the calendar years 2016 and 2017.
- 6) List all projects by project address for which you supplied labor or materials or performed any work on behalf of ARM Quality Builders or Ahmad Mazloom during the calendar years 2016 and 2017.
- 7) Indicate whether any products or materials supplied for the project located at 207 Libby Ariail Lane Chapin, SC 29036 were returned by ARM Quality Builders or Ahmad Mazloom, whether a credit was issued, and the amount of each credit. Provide all documentation supporting the same.

ARM QUALITY BUILDERS, LLC
PH. 803-613-6352
117 CANNON TRAIL COURT
LEXINGTON, SC 29073

816
17-054432
78

399.13-17 Date

Pay to the Order of Adam Goings \$ 600.00
Six hundred dollars and no Dollars ☒ 00 00
12/13/17 140024 0042 083126617601CC \$808.00

First Citizens Bank

For Adam Goings
00816

ARM QUALITY BUILDERS, LLC
PH. 803-613-6352
117 CANNON TRAIL COURT
LEXINGTON, SC 29073

844
67-504539
78

DEC. 15-16 Date

Pay to the Order of Adam Goings \$ 440.00
Four hundred forty dollars and no Dollars ☒ 00 00
12/15/17 140024 0042 083126617601CC \$808.00

First Citizens Bank

For Adam Goings
00844

BRUNER, POWELL, WALL & MULLINS, LLC

ATTORNEYS AND COUNSELORS AT LAW
1735 ST. JULIAN PLACE, SUITE 200

POST OFFICE BOX 61110
COLUMBIA, SOUTH CAROLINA 29260-1110

TELEPHONE 803-252-7693

FAX 803-254-5719

WWW.BRUNERPOWELL.COM

WARREN C. POWELL, JR., P.A. **

HENRY P. WALL

E. WADE MULLINS III, P.A.

BRIAN P. ROBINSON, P.A.

WESLEY D. PEEL, P.A.

JOEY R. FLOYD, P.A.

BENJAMIN C. BRUNER, P.A.

JAMES L. BRUNER, P.A.
OF COUNSEL

ANN F. ALLISON

CAITLIN C. HEYWARD

ROBERT C. OSBORNE III

** Also Admitted in District of Columbia

AUTHOR'S E-MAIL: CHEYWARD@BRUNERPOWELL.COM

October 25, 2017

VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED
DELIVERY RESTRICTED TO ADDRESSEE

Goings Construction, LLC
c/o Benjamin A. Goings, Registered Agent
243 Austin Smith Rd.
Pelion, SC 29123

Re: ARM Quality Builders v. Joseph & Lycia Golson
C/A No.: 2017-CP-32-0220
Bruner Powell File No.: 7-2873.100

To Whom It May Concern:

Enclosed herewith you will find a Subpoena (documents only) in connection with the above-referenced matter. You are free to email your documents to me or drop a copy in the mail to me. I will be more than glad to accept electronic copies of the documents on a flash drive (or a copy of the documents transmitted to me by email). Feel free to call me if you have any questions regarding the documents requested in the subpoena.

With my kindest regards, I am

Sincerely,

Caitlin Heyward

Caitlin C. Heyward

CCH/kg
Enclosures

cc: James Randall Davis, Esquire (Via U.S. Mail w/copy of Encl.)
Joseph & Lycia Golson (Via E-Mail w/copy of Encl.)

STATE OF SOUTH CAROLINA

ISSUED BY THE COMMON PLEAS COURT IN THE COUNTY OF LEXINGTON

ARM Quality Builders, LLC d/b/a ARM Quality
Builders, plaintiff

SUBPOENA IN A CIVIL CASE

v.

Case Number: 2017-CP-32-0220

Joseph A. Golson and Lycia B. Golson, and
Branch Banking and Trust Company,
Defendants

Pending in Lexington County

TO:

Goings Construction, LLC
c/o Benjamin A. Goings., registered agent
243 Austin Smith Rd.
Pelion, SC 29123☐ YOU ARE COMMANDED to appear in the above named court at the place, and time specified below
to testify in the above case.

PLACE OF TESTIMONY

COURTROOM

DATE AND TIME

☐ YOU ARE COMMANDED to appear at the place, date, and time specified below to testify at the taking
of a deposition in the above case.

PLACE OF DEPOSITION

DATE AND TIME

☒ YOU ARE COMMANDED to produce and permit inspection and copying of the following documents or
objects in your possession, custody or control at the place, date and time specified below (list documents
or objects): Documents as described in Exhibit A.

PLACE

Brüner Powell Wall & Mullins
1735 St. Julian Place, Suite 200
Columbia, SC 29204

DATE AND TIME

November 10, 2017, 5:00 p.m

☐ YOU ARE COMMANDED to permit inspection of the following premises at the date and time specified
below.

PREMISES

DATE AND TIME

ANY SUBPOENAED ORGANIZATION NOT A PARTY TO THIS IS HEREBY DIRECTED TO RULE 30(b)(6),
SOUTH CAROLINA RULES OF CIVIL PROCEDURE, TO FILE A DESIGNATION WITH THE COURT
SPECIFYING ONE OR MORE OFFICERS, DIRECTORS, OR MANAGING AGENTS, OR OTHER PERSONS WHO
CONSENT TO TESTIFY ON ITS BEHALF, SHALL SET FORTH, FOR EACH PERSON DESIGNATED, THE
MATTERS ON WHICH HE WILL TESTIFY OR PRODUCE DOCUMENTS OR THINGS. THE PERSON SO
DESIGNATED TESTIFY AS TO MATTERS KNOWN OR REASONABLY AVAILABLE TO THE ORGANIZATION

I CERTIFY THAT THE SUBPOENA IS ISSUED IN COMPLIANCE WITH RULE 45(c)(1), AND THAT
NOTICE AS REQUIRED BY RULE 45(b)(1) HAS BEEN GIVEN TO ALL PARTIES.

Caitlin Hayward
Attorney/Issuing Officer's Signature

10/24/17
Date

Caitlin Hayward
Print Name

Attorney for Plaintiff

Attorney's Address and Telephone Number:

1735 St. Julian Place, Post Office Box 61110 Columbia, SC 29206

(803) 252-7693

Clerk of Court/Issuing Officer's Signature
Pro Se Litigant's Name, Address and
Telephone Number :

Date

Print Name

PROOF OF SERVICE

SERVED:	DATE 10/25/2017	FEES AND MILEAGE TENDERED TO WITNESS ☐ YES ☐ NO AMOUNT \$
PLACE:	243 Austin Smith Rd. Pelion, SC 29123	
SERVED ON Goings Construction, LLC c/o Benjamin A. Goings., registered agent		MANNER OF SERVICE: Certified Mail, Restricted Delivery, Return Receipt Requested
SERVED BY: Katie Gjennestad		TITLE: Legal Assistant

DECLARATION OF SERVER

I certify that the foregoing information contained in the Proof of Service is true and correct.
Executed on October 25, 2017

Katie Gjennestad
SIGNATURE OF SERVER

Post Office Box 61110, Columbia, SC 29260-
1110
ADDRESS OF SERVER

Rule 45, South Carolina Rules of Civil Procedures, Parts (c) and (d):

(c) Protection of Persons Subject to Subpoenas.

(1) A party or an attorney responsible for the issuance and service of a subpoena shall take reasonable steps to avoid imposing undue burden or expense on a person subject to that subpoena. The court on behalf of which the subpoena was issued shall enforce this duty and impose upon the party or attorney in breach of this duty an appropriate sanction, which may include, but is not limited to, lost earnings and a reasonable attorney's fee.

(2)(A) A person commanded to produce and permit inspection and copying of designated electronically stored information, books, papers, documents or tangible things, or inspection of premises need not appear in person at the place of production or inspection unless commanded to appear for deposition, hearing or trial. A party or an attorney responsible for the issuance and service of a subpoena for production of books, papers and documents without a deposition shall provide to another party copies of documents so produced upon written request. The party requesting copies shall pay the reasonable costs of reproduction.

(B) Subject to paragraph (d)(2) of this rule, a person commanded to produce and permit inspection and copying may, within 14 days after service of the subpoena or before the time specified for compliance if such time is less than 14 days after service, serve upon the party or attorney designated in the subpoena written objection to inspection or copying of any or all of the designated materials or of the premises—or to producing electronically stored information in the form or forms requested. If objection is made, the party serving the subpoena shall not be entitled to inspect and copy the materials or inspect the premises except pursuant to an order of the court by which the subpoena was issued. If objection has been made, the party serving the subpoena may, upon notice to the person commanded to produce, move at any time in the court that issued the subpoena for an order to compel the production. Such an order to compel production shall protect any person who is not a party or an officer of a party from significant expense resulting from the inspection and copying commanded.

(3)(A) On timely motion, the court by which a subpoena was issued, or regarding a subpoena commanding appearance at a deposition, or production or inspection directed to a non-party, the court in the county where the non-party resides, is employed or regularly transacts business in person, shall quash or modify the subpoena if it:

(i) fails to allow reasonable time for compliance; or

(ii) requires a person who is not a party nor an officer, director or managing agent of a party, nor a general partner of a partnership that is a party, to travel more than 50 miles from the county where that person resides, is employed or regularly transacts business in person, except that, subject to the provisions of clause (c)(3)(B)(iii) of this rule, such a person may in order to attend trial be commanded to travel from any such place within the state in which the trial is held; or

(iii) requires disclosure of privileged or otherwise protected matter and no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) If a subpoena:

(i) requires disclosure of a trade secret or other confidential research, development, or commercial information, or

(ii) requires disclosure of an unretained expert's opinion or information not describing specific events or occurrences in dispute and resulting from the expert's study made not at the request of any party, or

(iii) requires a person who is not a party nor an officer, director or managing agent of a party, nor a general partner of a partnership that is a party, to incur substantial expense to travel from the county where that person resides, is employed or regularly transacts business in person, the court may, to protect a person subject to or affected by the subpoena, quash or modify the subpoena or, if the party in whose behalf the subpoena is issued shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship and assures that the person to whom the subpoena is addressed will be reasonably compensated, the court may order appearance or production only upon specified conditions.

(d) Duties In Responding to Subpoena.

(1)(A) A person responding to a subpoena to produce documents shall produce them as they are kept in the usual course of business or shall organize and label them to correspond with the categories in the demand.

(B) If a subpoena does not specify the form or forms for producing electronically stored information, a person responding to a subpoena must produce the information in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) A person responding to a subpoena need not produce the same electronically stored information in more than one form.

(D) A person responding to a subpoena need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or to quash, the person from whom discovery is sought must show that the information sought is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(6)(B). The court may specify conditions for the discovery.

(2)(A) When information subject to a subpoena is withheld on a claim that it is privileged or subject to protection as trial preparation materials, the claim shall be made expressly and shall be supported by a description of the nature of the documents, communications, or things not produced that is sufficient to enable the demanding party to contest the claim.

(B) If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has and may not use or disclose the information until the claim is resolved. A receiving party may promptly present the information to the court under seal for a determination of the claim. If the receiving party disclosed the information before being notified, the receiving party must take reasonable steps to retrieve the information. The person who produced the information must preserve the information until the claim is resolved.

EXHIBIT A
Goings Construction, LLC

- 1) All itemized invoices, quotes, delivery tickets, statements, receipts, and evidence of payment for labor, materials, or any other services provided by you or Adam Goings to Arm Quality Builders or Ahmad Mazloom in the calendar years 2016 and 2017 relating projects located at:
 - a. 125 Sweet Melody Lane Lexington, SC 29073
 - b. 207 Libby Ariail Lane Chapin, SC 29036
- 2) All correspondence, including emails, between you and Arm Quality Builders and/or Ahmad Mazloom for the years 2016 and 2017.
- 3) Produce and itemized account summary for ARM Quality Builders, LLC and Ahmad Mazloom for all products and/or services provided in the calendar years 2016 and 2017.
- 4) List all projects by project address for which you supplied labor or materials or performed any work on behalf of ARM Quality Builders or Ahmad Mazloom during the calendar years 2016 and 2017.
- 5) Indicate whether any products or materials supplied for the project located at 207 Libby Ariail Lane Chapin, SC 29036 were returned by ARM Quality Builders or Ahmad Mazloom, whether a credit was issued, and the amount of each credit. Provide all documentation supporting the same.

BRUNER, POWELL, WALL & MULLINS, LLC

ATTORNEYS AND COUNSELORS AT LAW
1735 ST. JULIAN PLACE, SUITE 200
POST OFFICE BOX 61110
COLUMBIA, SOUTH CAROLINA 29260-1110
TELEPHONE 803-252-7693
FAX 803-254-5719
WWW.BRUNERPOWELL.COM

WARREN C. POWELL, JR., P.A.**
HENRY P. WALL
E. WADE MULLINS III, P.A.
BRIAN P. ROBINSON, P.A.
WESLEY D. PEEL, P.A.
JOEY R. FLOYD, P.A.
BENJAMIN C. BRUNER, P.A.

JAMES L. BRUNER, P.A.
OF COUNSEL

ANN F. ALLISON
CAITLIN C. HEYWARD
ROBERT C. OSBORNE III

AUTHOR'S E-MAIL: CHEYWARD@BRUNERPOWELL.COM

** Also Admitted in District of Columbia

October 25, 2017

VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED
DELIVERY RESTRICTED TO ADDRESSEE

Wise Tile & Marble, LLC
Harvey P. Wise, Registered Agent
7755 Edmund Hwy
Pelion, SC 29123

Re: ARM Quality Builders v. Joseph & Lycia Golson
C/A No.: 2017-CP-32-0220
Bruner Powell File No.: 7-2873.100

To Whom It May Concern:

Enclosed herewith you will find a Subpoena (documents only) in connection with the above-referenced matter. You are free to email your documents to me or drop a copy in the mail to me. I will be more than glad to accept electronic copies of the documents on a flash drive (or a copy of the documents transmitted to me by email). Feel free to call me if you have any questions regarding the documents requested in the subpoena.

With my kindest regards, I am

Sincerely,

Caitlin C. Heyward

Caitlin C. Heyward

CCH/kg
Enclosures

cc: James Randall Davis, Esquire (Via U.S. Mail w/copy of Encl.)
Joseph & Lycia Golson (Via E-Mail w/copy of Encl.)

STATE OF SOUTH CAROLINA

ISSUED BY THE COMMON PLEAS COURT IN THE COUNTY OF LEXINGTON

ARM Quality Builders, LLC d/b/a ARM Quality
Builders, plaintiff

SUBPOENA IN A CIVIL CASE

v.

Case Number: 2017-CP-32-0220

Joseph A. Golson and Lycia B. Golson, and
Branch Banking and Trust Company,
Defendants

Pending in Lexington County

TO:

Wise Tile & Marble, LLC
Harvey P. Wise, Registered Agent
7755 Edmund Hwy
Pelion, SC 29123☐ YOU ARE COMMANDED to appear in the above named court at the place, and time specified below
to testify in the above case.

PLACE OF TESTIMONY

COURTROOM

DATE AND TIME

☐ YOU ARE COMMANDED to appear at the place, date, and time specified below to testify at the taking
of a deposition in the above case.

PLACE OF DEPOSITION

DATE AND TIME

☒ YOU ARE COMMANDED to produce and permit inspection and copying of the following documents or
objects in your possession, custody or control at the place, date and time specified below (list documents
or objects): Documents as described in Exhibit A.

PLACE

Bruner Powell Wall & Mullins
1735 St. Julian Place, Suite 200
Columbia, SC 29204

DATE AND TIME

November 10, 2017, 5:00 p.m.

☐ YOU ARE COMMANDED to permit inspection of the following premises at the date and time specified
below.

PREMISES

DATE AND TIME

ANY SUBPOENAED ORGANIZATION NOT A PARTY TO THIS IS HEREBY DIRECTED TO RULE 30(b)(6),
SOUTH CAROLINA RULES OF CIVIL PROCEDURE, TO FILE A DESIGNATION WITH THE COURT
SPECIFYING ONE OR MORE OFFICERS, DIRECTORS, OR MANAGING AGENTS, OR OTHER PERSONS WHO
CONSENT TO TESTIFY ON ITS BEHALF, SHALL SET FORTH, FOR EACH PERSON DESIGNATED, THE
MATTERS ON WHICH HE WILL TESTIFY OR PRODUCE DOCUMENTS OR THINGS. THE PERSON SO
DESIGNATED TESTIFY AS TO MATTERS KNOWN OR REASONABLY AVAILABLE TO THE ORGANIZATIONI CERTIFY THAT THE SUBPOENA IS ISSUED IN COMPLIANCE WITH RULE 45(c)(1), AND THAT
NOTICE AS REQUIRED BY RULE 45(b)(1) HAS BEEN GIVEN TO ALL PARTIES.*Carlin Hayward*
Attorney/Issuing Officer's Signature10/24/17
Date*Carlin Hayward*
Print Name

Attorney for Plaintiff

Attorney's Address and Telephone Number:

1735 St. Julian Place, Post Office Box 61110 Columbia, SC 29206

(803) 252-7693

Clerk of Court/Issuing Officer's Signature
Pro Se Litigant's Name, Address and
Telephone Number :

Date

Print Name

PROOF OF SERVICE

SERVED:	DATE 10/25/2017	FEES AND MILEAGE TENDERED TO WITNESS ☐ YES ☐ NO AMOUNT \$
PLACE:	7755 Edmund Hwy Pelion, SC 29123	
SERVED ON Wise Tile & Marble, LLC Harvey P. Wise, Registered Agent		MANNER OF SERVICE: Certified Mail, Restricted Delivery, Return Receipt Requested
SERVED BY: Katie Gjennestad		TITLE: Legal Assistant

DECLARATION OF SERVER

I certify that the foregoing information contained in the Proof of Service is true and correct.
Executed on October 25, 2017

Katie Gjennestad
SIGNATURE OF SERVER

Post Office Box 61110; Columbia, SC 29260-
1110
ADDRESS OF SERVER

Rule 45, South Carolina Rules of Civil Procedures, Parts (c) and (d):

(c) Protection of Persons Subject to Subpoenas.

(1) A party or an attorney responsible for the issuance and service of a subpoena shall take reasonable steps to avoid imposing undue burden or expense on a person subject to that subpoena. The court on behalf of which the subpoena was issued shall enforce this duty and impose upon the party or attorney in breach of this duty an appropriate sanction, which may include, but is not limited to, lost earnings and a reasonable attorney's fee.

(2)(A) A person commanded to produce and permit inspection and copying of designated electronically stored information, books, papers, documents or tangible things, or inspection of premises need not appear in person at the place of production or inspection unless commanded to appear for deposition, hearing or trial. A party or an attorney responsible for the issuance and service of a subpoena for production of books, papers and documents without a deposition shall provide to another party copies of documents so produced upon written request. The party requesting copies shall pay the reasonable costs of reproduction.

(B) Subject to paragraph (d)(2) of this rule, a person commanded to produce and permit inspection and copying may, within 14 days after service of the subpoena or before the time specified for compliance if such time is less than 14 days after service, serve upon the party or attorney designated in the subpoena written objection to inspection or copying of any or all of the designated materials or of the premises—or to producing electronically stored information in the form or forms requested. If objection is made, the party serving the subpoena shall not be entitled to inspect and copy the materials or inspect the premises except pursuant to an order of the court by which the subpoena was issued. If objection has been made, the party serving the subpoena may, upon notice to the person commanded to produce, move at any time in the court that issued the subpoena for an order to compel the production. Such an order to compel production shall protect any person who is not a party or an officer of a party from significant expense resulting from the inspection and copying commanded.

(3)(A) On timely motion, the court by which a subpoena was issued, or regarding a subpoena commanding appearance at a deposition, or production or inspection directed to a non-party, the court in the county where the non-party resides, is employed or regularly transacts business in person, shall quash or modify the subpoena if it:

(i) fails to allow reasonable time for compliance; or

(ii) requires a person who is not a party nor an officer, director or managing agent of a party, nor a general partner of a partnership that is a party, to travel more than 50 miles from the county where that person resides, is employed or regularly transacts business in person, except that, subject to the provisions of clause (c)(3)(B)(iii) of this rule, such a person may in order to attend trial be commanded to travel from any such place within the state in which the trial is held; or

(iii) requires disclosure of privileged or otherwise protected matter and no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) If a subpoena:

(i) requires disclosure of a trade secret or other confidential research, development, or commercial information, or

(ii) requires disclosure of an unretained expert's opinion or information not describing specific events or occurrences in dispute and resulting from the expert's study made not at the request of any party, or

(iii) requires a person who is not a party nor an officer, director or managing agent of a party, nor a general partner of a partnership that is a party, to incur substantial expense to travel from the county where that person resides, is employed or regularly transacts business in person, the court may, to protect a person subject to or affected by the subpoena, quash or modify the subpoena or, if the party in whose behalf the subpoena is issued shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship and assures that the person to whom the subpoena is addressed will be reasonably compensated, the court may order appearance or production only upon specified conditions.

(d) Duties in Responding to Subpoena.

(1)(A) A person responding to a subpoena to produce documents shall produce them as they are kept in the usual course of business or shall organize and label them to correspond with the categories in the demand.

(B) If a subpoena does not specify the form or forms for producing electronically stored information, a person responding to a subpoena must produce the information in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) A person responding to a subpoena need not produce the same electronically stored information in more than one form.

(D) A person responding to a subpoena need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or to quash, the person from whom discovery is sought must show that the information sought is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(6)(B). The court may specify conditions for the discovery.

(2)(A) When information subject to a subpoena is withheld on a claim that it is privileged or subject to protection as trial preparation materials, the claim shall be made expressly and shall be supported by a description of the nature of the documents, communications, or things not produced that is sufficient to enable the demanding party to contest the claim.

(B) If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has and may not use or disclose the information until the claim is resolved. A receiving party may promptly present the information to the court under seal for a determination of the claim. If the receiving party disclosed the information before being notified, the receiving party must take reasonable steps to retrieve the information. The person who produced the information must preserve the information until the claim is resolved.

EXHIBIT A
Wise Tile & Marble, LLC

- 1) All itemized invoices, quotes, delivery tickets, statements, receipts, and evidence of payment for labor, materials, or any other services provided by you to ARM Quality Builders or Ahmad Mazloom in the calendar years 2016 and 2017 relating projects located at:
 - a. 125 Sweet Melody Lane Lexington, SC 29073
 - b. 207 Libby Ariail Lane Chapin, SC 29036
- 2) For invoice no 1222017 dated January 22, 2017:
 - a. Produce a copy of the invoice;
 - b. Indicate the project location(s) where the work was performed or where materials were delivered; and
 - c. State whether the invoice was paid in full by Ahmad Mazloom or ARM Quality Builders and produce receipts or evidence of each payment (including but not limited to copies of checks made payable to you or Harvey Wise, Jr.).
- 3) All correspondence, including emails and text messages, between you and Arm Quality Builders and/or Ahmad Mazloom for the years 2016 and 2017.
- 4) Produce and itemized account summary for ARM Quality Builders, LLC and Ahmad Mazloom for all products and/or services provided in the calendar years 2016 and 2017.
- 5) List all projects by project address for which you supplied labor or materials or performed any work on behalf of ARM Quality Builders or Ahmad Mazloom during the calendar years 2016 and 2017.
- 6) Indicate whether any products or materials supplied for the project located at 207 Libby Ariail Lane Chapin, SC 29036 were returned by ARM Quality Builders or Ahmad Mazloom, whether a credit was issued, and the amount of each credit. Provide all documentation supporting the same.

BRUNER, POWELL, WALL & MULLINS, LLC

ATTORNEYS AND COUNSELORS AT LAW
1735 ST. JULIAN PLACE, SUITE 200
POST OFFICE BOX 61110
COLUMBIA, SOUTH CAROLINA 29260-1110
TELEPHONE 803-252-7693
FAX 803-254-5719
WWW.BRUNERPOWELL.COM

WARREN C. POWELL, JR., P.A.**
HENRY P. WALL
E. WADE MULLINS III, P.A.
BRIAN P. ROBINSON, P.A.
WESLEY D. PEEL, P.A.
JOEY R. FLOYD, P.A.
BENJAMIN C. BRUNER, P.A.

JAMES L. BRUNER, P.A.
OF COUNSEL

ANN F. ALLISON
CAITLIN C. HEYWARD
ROBERT C. OSBORNE III

AUTHOR'S E-MAIL: CHEYWARD@BRUNERPOWELL.COM

** Also Admitted in District of Columbia

October 25, 2017

VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED
DELIVERY RESTRICTED TO ADDRESSEE

Eagle Excavating, Inc.
James E. Pasko, Registered Agent
230 Wildlife Rd.
Lexington, SC 29072

Re: ARM Quality Builders v. Joseph & Lycia Golson
C/A No.: 2017-CP-32-0220
Bruner Powell File No.: 7-2873.100

To Whom It May Concern:

Enclosed herewith you will find a Subpoena (documents only) in connection with the above-referenced matter. You are free to email your documents to me or drop a copy in the mail to me. I will be more than glad to accept electronic copies of the documents on a flash-drive (or a copy of the documents transmitted to me by email). Feel free to call me if you have any questions regarding the documents requested in the subpoena.

With my kindest regards, I am

Sincerely,

Caitlin Heyward

Caitlin C. Heyward

CCH/kg
Enclosures

cc: James Randall Davis, Esquire (Via U.S. Mail w/copy of Encl.)
Joseph & Lycia Golson (Via E-Mail w/copy of Encl.)

STATE OF SOUTH CAROLINA

ISSUED BY THE COMMON PLEAS COURT IN THE COUNTY OF LEXINGTON

ARM Quality Builders, LLC d/b/a ARM Quality
Builders, plaintiff

SUBPOENA IN A CIVIL CASE

v.

Case Number: 2017-CP-32-0220

Joseph A. Golson and Lycia B. Golson, and
Branch Banking and Trust Company,
Defendants

Pending in Lexington County

TO:

Eagle Excavating, Inc.

James E. Pasko, registered agent
230 Wildlife Rd.

Lexington, SC 29072

☐ YOU ARE COMMANDED to appear in the above named court at the place; and time specified below
to testify in the above case.

PLACE OF TESTIMONY

COURTROOM

DATE AND TIME

☐ YOU ARE COMMANDED to appear at the place, date, and time specified below to testify at the taking
of a deposition in the above case.

PLACE OF DEPOSITION

DATE AND TIME

☒ YOU ARE COMMANDED to produce and permit inspection and copying of the following documents or
objects in your possession, custody or control at the place, date and time specified below (list documents
or objects): Documents as described in Exhibit A.

PLACE

Bruner Powell Wall & Mullins
1735 St. Julian Place, Suite 200
Columbia, SC 29204

DATE AND TIME

November 10, 2017, 5:00 p.m

☐ YOU ARE COMMANDED to permit inspection of the following premises at the date and time specified
below.

PREMISES

DATE AND TIME

ANY SUBPOENAED ORGANIZATION NOT A PARTY TO THIS IS HEREBY DIRECTED TO RULE 30(b)(6),
SOUTH CAROLINA RULES OF CIVIL PROCEDURE, TO FILE A DESIGNATION WITH THE COURT
SPECIFYING ONE OR MORE OFFICERS, DIRECTORS, OR MANAGING AGENTS, OR OTHER PERSONS WHO
CONSENT TO TESTIFY ON ITS BEHALF, SHALL SET FORTH, FOR EACH PERSON DESIGNATED, THE
MATTERS ON WHICH HE WILL TESTIFY OR PRODUCE DOCUMENTS OR THINGS. THE PERSON SO
DESIGNATED TESTIFY AS TO MATTERS KNOWN OR REASONABLY AVAILABLE TO THE ORGANIZATIONI CERTIFY THAT THE SUBPOENA IS ISSUED IN COMPLIANCE WITH RULE 45(c)(1), AND THAT
NOTICE AS REQUIRED BY RULE 45(b)(1) HAS BEEN GIVEN TO ALL PARTIES.*Caitlin Heyward*
Attorney/Issuing Officer's Signature10/24/17
Date*Caitlin Heyward*
Print Name

Attorney for Plaintiff

Attorney's Address and Telephone Number :

1735 St. Julian Place, Post Office Box 61110 Columbia, SC 29206

(803) 252-7693

Clerk of Court/Issuing Officer's Signature Pro Se Litigant's Name, Address and Telephone Number :		Date	Print Name
PROOF OF SERVICE			
SERVED:	DATE 10/25/2017	FEES AND MILEAGE TENDERED TO WITNESS ☐ YES ☐ NO AMOUNT \$	
PLACE:	230 Wildlife Rd. Lexington, SC 29072		
SERVED ON: Eagle Excavating, Inc. James E. Pasko, registered agent		MANNER OF SERVICE: Certified Mail, Restricted Delivery, Return Receipt Requested	
SERVED BY: Katie Gjennestad		TITLE: Legal Assistant	

DECLARATION OF SERVER

I certify that the foregoing information contained in the Proof of Service is true and correct.
Executed on October 25, 2017

Katie Gjennestad
SIGNATURE OF SERVER

Post Office Box 61110, Columbia, SC 29260-
1110
ADDRESS OF SERVER

Rule 45, South Carolina Rules of Civil Procedures, Parts (c) and (d):

(c) Protection of Persons Subject to Subpoenas.

(1) A party or an attorney responsible for the issuance and service of a subpoena shall take reasonable steps to avoid imposing undue burden or expense on a person subject to that subpoena. The court on behalf of which the subpoena was issued shall enforce this duty and impose upon the party or attorney in breach of this duty an appropriate sanction, which may include, but is not limited to, lost earnings and a reasonable attorney's fee.

(2)(A) A person commanded to produce and permit inspection and copying of designated electronically stored information, books, papers, documents or tangible things, or inspection of premises need not appear in person at the place of production or inspection unless commanded to appear for deposition, hearing or trial. A party or an attorney responsible for the issuance and service of a subpoena for production of books, papers and documents without a deposition shall provide to another party copies of documents so produced upon written request. The party requesting copies shall pay the reasonable costs of reproduction.

(B) Subject to paragraph (d)(2) of this rule, a person commanded to produce and permit inspection and copying may, within 14 days after service of the subpoena or before the time specified for compliance if such time is less than 14 days after service, serve upon the party or attorney designated in the subpoena written objection to inspection or copying of any or all of the designated materials or of the premises—or to producing electronically stored information in the form or forms requested. If objection is made, the party serving the subpoena shall not be entitled to inspect and copy the materials or inspect the premises except pursuant to an order of the court by which the subpoena was issued. If objection has been made, the party serving the subpoena may, upon notice to the person commanded to produce, move at any time in the court that issued the subpoena for an order to compel the production. Such an order to compel production shall protect any person who is not a party or an officer of a party from significant expense resulting from the inspection and copying commanded.

(3)(A) On timely motion, the court by which a subpoena was issued, or regarding a subpoena commanding appearance at a deposition, or production or inspection directed to a non-party, the court in the county where the non-party resides, is employed or regularly transacts business in person, shall quash or modify the subpoena if it:

(i) fails to allow reasonable time for compliance; or

(ii) requires a person who is not a party nor an officer, director or managing agent of a party, nor a general partner of a partnership that is a party, to travel more than 50 miles from the county where that person resides, is employed or regularly transacts business in person, except that, subject to the provisions of clause (c)(3)(B)(iii) of this rule, such a person may in order to attend trial be commanded to travel from any such place within the state in which the trial is held; or

(iii) requires disclosure of privileged or otherwise protected matter and no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) If a subpoena:

(i) requires disclosure of a trade secret or other confidential research, development, or commercial information, or

(ii) requires disclosure of an unretained expert's opinion or information not describing specific events or occurrences in dispute and resulting from the expert's study made not at the request of any party, or

(iii) requires a person who is not a party nor an officer, director or managing agent of a party, nor a general partner of a partnership that is a party, to incur substantial expense to travel from the county where that person resides, is employed or regularly transacts business in person, the court may, to protect a person subject to or affected by the subpoena, quash or modify the subpoena or, if the party in whose behalf the subpoena is issued shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship and assures that the person to whom the subpoena is addressed will be reasonably compensated, the court may order appearance or production only upon specified conditions.

(d) Duties in Responding to Subpoena.

(1)(A) A person responding to a subpoena to produce documents shall produce them as they are kept in the usual course of business or shall organize and label them to correspond with the categories in the demand.

(B) If a subpoena does not specify the form or forms for producing electronically stored information, a person responding to a subpoena must produce the information in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) A person responding to a subpoena need not produce the same electronically stored information in more than one form.

(D) A person responding to a subpoena need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or to quash, the person from whom discovery is sought must show that the information sought is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(6)(B). The court may specify conditions for the discovery.

(2)(A) When information subject to a subpoena is withheld on a claim that it is privileged or subject to protection as trial preparation materials, the claim shall be made expressly and shall be supported by a description of the nature of the documents, communications, or things not produced that is sufficient to enable the demanding party to contest the claim.

(B) If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has and may not use or disclose the information until the claim is resolved. A receiving party may promptly present the information to the court under seal for a determination of the claim. If the receiving party disclosed the information before being notified, the receiving party must take reasonable steps to retrieve the information. The person who produced the information must preserve the information until the claim is resolved.

EXHIBIT A
Eagle Excavating Inc.

- 1) All itemized invoices, quotes, delivery tickets, statements, receipts, and evidence of payment for labor, materials, or any other services provided by you to ARM Quality Builders or Ahmad Mazloom in the calendar years 2016 and 2017 relating projects located at:
 - a. 125 Sweet Melody Lane Lexington, SC 29073
 - b. 207 Libby Ariail Lane Chapin, SC 29036
- 2) For invoice nos. 402394, 402377, 445931, and 445380:
 - a. Produce a copy of each invoice;
 - b. Indicate whether the invoices were intended as a quote or if they represent a final invoice for work performed on behalf of Ahmad Mazloom or ARM Quality Builders;
 - c. Indicate the project location(s) where the work was performed; and
 - d. State whether each invoice was paid in full by Ahmad Mazloom or ARM Quality Builders and produce the receipts and evidence of each payment received, including but not limited to copies of checks made payable to you or James E. Pasko.
- 3) All correspondence, including emails and text messages, between you and Arm Quality Builders and/or Ahmad Mazloom for the years 2016 and 2017.
- 4) Produce and itemized account summary for ARM Quality Builders, LLC and Ahmad Mazloom for all products and/or services provided in the calendar years 2016 and 2017.
- 5) List all projects by project address for which you supplied labor or materials or performed any work on behalf of ARM Quality Builders or Ahmad Mazloom during the calendar years 2016 and 2017.
- 6) Indicate whether any products or materials supplied for the project located at 207 Libby Ariail Lane Chapin, SC 29036 were returned by ARM Quality Builders or Ahmad Mazloom, whether a credit was issued, and the amount of each credit. Provide all documentation supporting the same.

BRUNER, POWELL, WALL & MULLINS, LLC

ATTORNEYS AND COUNSELORS AT LAW
1735 ST. JULIAN PLACE, SUITE 200

POST OFFICE BOX 61110
COLUMBIA, SOUTH CAROLINA 29260-1110

TELEPHONE 803-252-7693

FAX 803-254-5719

WWW.BRUNERPOWELL.COM

WARREN C. POWELL, JR., P.A.**

HENRY P. WALL

E. WADE MULLINS III, P.A.

BRIAN P. ROBINSON, P.A.

WESLEY D. PEEL, P.A.

JOEY R. FLOYD, P.A.

BENJAMIN C. BRUNER, P.A.

JAMES L. BRUNER, P.A.
OF COUNSEL

ANN F. ALLISON
CAITLIN C. HEYWARD
ROBERT C. OSBORNE III

AUTHOR'S E-MAIL: CHEYWARD@BRUNERPOWELL.COM

** Also Admitted in District of Columbia

October 25, 2017

VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED
DELIVERY RESTRICTED TO ADDRESSEE

A&D Fabrication LLC
c/o Richard G. Crolley Sr., Registered Agent
718 Wise Ferry Rd.
Lexington, SC 29072

Re: ARM Quality Builders v. Joseph & Lycia Golson
C/A No.: 2017-CP-32-0220
Bruner Powell File No.: 7-2873.100

To Whom It May Concern:

Enclosed herewith you will find a Subpoena (documents only) in connection with the above-referenced matter. You are free to email your documents to me or drop a copy in the mail to me. I will be more than glad to accept electronic copies of the documents on a flash drive (or a copy of the documents transmitted to me by email). Feel free to call me if you have any questions regarding the documents requested in the subpoena.

With my kindest regards, I am

Sincerely,

Caitlin Heyward

Caitlin C. Heyward

CCH/kg
Enclosures

cc: James Randall Davis, Esquire (Via U.S. Mail w/copy of Encl.)
Joseph & Lycia Golson (Via E-Mail w/copy of Encl.)

Clerk of Court/Issuing Officer's Signature
Pro Se Litigant's Name, Address and
Telephone Number :

Date

Print Name

PROOF OF SERVICE

SERVED:	DATE 10/25/2017	FEES AND MILEAGE TENDERED TO WITNESS ☐ YES ☐ NO AMOUNT \$
PLACE:	718 Wise Ferry Rd. Lexington, SC 29072	
SERVED ON A&D Fabrication LLC c/o Richard G. Crolley Sr., registered agent		MANNER OF SERVICE: Certified Mail, Restricted Delivery, Return Receipt Requested
SERVED BY: Katie Gjennestad		TITLE: Legal Assistant

DECLARATION OF SERVER

I certify that the foregoing information contained in the Proof of Service is true and correct.
Executed on October 25, 2017

Katie Gjennestad
SIGNATURE OF SERVER

Post Office Box 61110, Columbia, SC 29260-
1110
ADDRESS OF SERVER

Rule 45, South Carolina Rules of Civil Procedures, Parts (c) and (d):

(c) Protection of Persons Subject to Subpoenas.

(1) A party or an attorney responsible for the issuance and service of a subpoena shall take reasonable steps to avoid imposing undue burden or expense on a person subject to that subpoena. The court on behalf of which the subpoena was issued shall enforce this duty and impose upon the party or attorney in breach of this duty an appropriate sanction, which may include, but is not limited to, lost earnings and a reasonable attorney's fee.

(2)(A) A person commanded to produce and permit inspection and copying of designated electronically stored information, books, papers, documents or tangible things, or inspection of premises need not appear in person at the place of production or inspection unless commanded to appear for deposition, hearing or trial. A party or an attorney responsible for the issuance and service of a subpoena for production of books, papers and documents without a deposition shall provide to another party copies of documents so produced upon written request. The party requesting copies shall pay the reasonable costs of reproduction.

(B) Subject to paragraph (d)(2) of this rule, a person commanded to produce and permit inspection and copying may, within 14 days after service of the subpoena or before the time specified for compliance if such time is less than 14 days after service, serve upon the party or attorney designated in the subpoena written objection to inspection or copying of any or all of the designated materials or of the premises—or to producing electronically stored information in the form or forms requested. If objection is made, the party serving the subpoena shall not be entitled to inspect and copy the materials or inspect the premises except pursuant to an order of the court by which the subpoena was issued. If objection has been made, the party serving the subpoena may, upon notice to the person commanded to produce, move at any time in the court that issued the subpoena for an order to compel the production. Such an order to compel production shall protect any person who is not a party or an officer of a party from significant expense resulting from the inspection and copying commanded.

(3)(A) On timely motion, the court by which a subpoena was issued, or regarding a subpoena commanding appearance at a deposition, or production or inspection directed to a non-party, the court in the county where the non-party resides, is employed or regularly transacts business in person, shall quash or modify the subpoena if it:

(i) fails to allow reasonable time for compliance; or

(ii) requires a person who is not a party nor an officer, director or managing agent of a party, nor a general partner of a partnership that is a party, to travel more than 50 miles from the county where that person resides, is employed or regularly transacts business in person, except that, subject to the provisions of clause (c)(3)(B)(iii) of this rule, such a person may in order to attend trial be commanded to travel from any such place within the state in which the trial is held; or

(iii) requires disclosure of privileged or otherwise protected matter and no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) If a subpoena:

(i) requires disclosure of a trade secret or other confidential research, development, or commercial information, or

(ii) requires disclosure of an unretained expert's opinion or information not describing specific events or occurrences in dispute and resulting from the expert's study made not at the request of any party, or

(iii) requires a person who is not a party nor an officer, director or managing agent of a party, nor a general partner of a partnership that is a party, to incur substantial expense to travel from the county where that person resides, is employed or regularly transacts business in person, the court may, to protect a person subject to or affected by the subpoena, quash or modify the subpoena or, if the party in whose behalf the subpoena is issued shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship and assures that the person to whom the subpoena is addressed will be reasonably compensated, the court may order appearance or production only upon specified conditions.

(d) Duties in Responding to Subpoena.

(1)(A) A person responding to a subpoena to produce documents shall produce them as they are kept in the usual course of business or shall organize and label them to correspond with the categories in the demand.

(B) If a subpoena does not specify the form or forms for producing electronically stored information, a person responding to a subpoena must produce the information in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) A person responding to a subpoena need not produce the same electronically stored information in more than one form.

(D) A person responding to a subpoena need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or to quash, the person from whom discovery is sought must show that the information sought is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(6)(B). The court may specify conditions for the discovery.

(2)(A) When information subject to a subpoena is withheld on a claim that it is privileged or subject to protection as trial preparation materials, the claim shall be made expressly and shall be supported by a description of the nature of the documents, communications, or things not produced that is sufficient to enable the demanding party to contest the claim.

(B) If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has and may not use or disclose the information until the claim is resolved. A receiving party may promptly present the information to the court under seal for a determination of the claim. If the receiving party disclosed the information before being notified, the receiving party must take reasonable steps to retrieve the information. The person who produced the information must preserve the information until the claim is resolved.

EXHIBIT A
A&D Fabrication LLC

- 1) All itemized invoices, quotes, delivery tickets, statements, receipts, and evidence of payment for labor, materials, or any other services provided by you to Arm Quality Builders or Ahmad Mazloom in the calendar years 2016 and 2017 relating projects located at:
 - a. 125 Sweet Melody Lane Lexington, SC 29073
 - b. 207 Libby Ariail Lane Chapin, SC 29036
- 2) State whether invoice no. 048852 was for work performed or materials supplied to 207 Libby Ariail Lane, indicate whether that invoice was paid in full and produce all evidence of payment for the same, including but not limited to copies of checks made payable to you or Richard Crolley. If invoice no. 048852 relates to work performed or materials supplied to more than one project, indicate the same.
- 3) All correspondence, including emails, between you and Arm Quality Builders and/or Ahmad Mazloom for the years 2016 and 2017.
- 4) Produce and itemized account summary for ARM Quality Builders, LLC and Ahmad Mazloom for all products and/or services provided in the calendar years 2016 and 2017.
- 5) List all projects by project address for which you supplied labor or materials or performed any work on behalf of ARM Quality Builders or Ahmad Mazloom during the calendar years 2016 and 2017.
- 6) Indicate whether any products or materials supplied for the project located at 207 Libby Ariail Lane Chapin, SC 29036 were returned by ARM Quality Builders or Ahmad Mazloom, whether a credit was issued, and the amount of each credit. Provide all documentation supporting the same.

BRUNER, POWELL, WALL & MULLINS, LLC

ATTORNEYS AND COUNSELORS AT LAW
1735 ST. JULIAN PLACE, SUITE 200

POST OFFICE BOX 61110
COLUMBIA, SOUTH CAROLINA 29260-1110
TELEPHONE 803-252-7693
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WARREN C. POWELL, JR., P.A.**
HENRY P. WALL
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WESLEY D. PEEL, P.A.
JOEY R. FLOYD, P.A.
BENJAMIN C. BRUNER, P.A.

JAMES L. BRUNER, P.A.
OF COUNSEL

ANN F. ALLISON
CAITLIN C. HEYWARD
ROBERT C. OSBORNE III

AUTHOR'S E-MAIL: CHEYWARD@BRUNERPOWELL.COM

** Also Admitted in District of Columbia

October 25, 2017

VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED
DELIVERY RESTRICTED TO ADDRESSEE

Daniels Floor Sanding and Refinishing, LLC
c/o Incorp Services, Inc. Registered Agent
317 Ruth Vista Rd.
Lexington, SC 29073

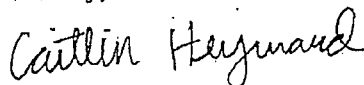
Re: ARM Quality Builders v. Joseph & Lycia Golson
C/A No.: 2017-CP-32-0220
Bruner Powell File No.: 7-2873.100

To Whom It May Concern:

Enclosed herewith you will find a Subpoena (documents only) in connection with the above-referenced matter. You are free to email your documents to me or drop a copy in the mail to me. I will be more than glad to accept electronic copies of the documents on a flash drive (or a copy of the documents transmitted to me by email). Feel free to call me if you have any questions regarding the documents requested in the subpoena.

With my kindest regards, I am

Sincerely,



Caitlin C. Heyward

CCH/kg
Enclosures

cc: James Randall Davis, Esquire (Via U.S. Mail w/copy of Encl.)
Joseph & Lycia Golson (Via E-Mail w/copy of Encl.)

STATE OF SOUTH CAROLINA

ISSUED BY THE COMMON PLEAS COURT IN THE COUNTY OF LEXINGTON

ARM Quality Builders, LLC d/b/a ARM Quality
Builders, plaintiff

SUBPOENA IN A CIVIL CASE

v.

Case Number: 2017-CP-32-0220

Joseph A. Golson and Lycia B. Golson, and
Branch Banking and Trust Company,
Defendants

Pending in Lexington County

TO:

Daniels Floor Sanding and Refinishing, LLC
c/o Incorp Services, Inc. Registered Agent
317 Ruth Vista Rd.
Lexington, SC 29073☐ YOU ARE COMMANDED to appear in the above named court at the place, and time specified below to testify in the above case.

PLACE OF TESTIMONY

COURTROOM

DATE AND TIME

☐ YOU ARE COMMANDED to appear at the place, date, and time specified below to testify at the taking of a deposition in the above case.

PLACE OF DEPOSITION

DATE AND TIME

☒ YOU ARE COMMANDED to produce and permit inspection and copying of the following documents or objects in your possession, custody or control at the place; date and time specified below (list documents or objects): Documents as described in Exhibit A.

PLACE

Bruner Powell Wall & Mullins
1735 St. Julian Place, Suite 200
Columbia, SC 29204

DATE AND TIME

November 10, 2017, 5:00 p.m

☐ YOU ARE COMMANDED to permit inspection of the following premises at the date and time specified below.

PREMISES

DATE AND TIME

ANY SUBPOENAED ORGANIZATION NOT A PARTY TO THIS IS HEREBY DIRECTED TO RULE 30(b)(6), SOUTH CAROLINA RULES OF CIVIL PROCEDURE, TO FILE A DESIGNATION WITH THE COURT SPECIFYING ONE OR MORE OFFICERS, DIRECTORS, OR MANAGING AGENTS, OR OTHER PERSONS WHO CONSENT TO TESTIFY ON ITS BEHALF, SHALL SET FORTH, FOR EACH PERSON DESIGNATED, THE MATTERS ON WHICH HE WILL TESTIFY OR PRODUCE DOCUMENTS OR THINGS. THE PERSON SO DESIGNATED TESTIFY AS TO MATTERS KNOWN OR REASONABLY AVAILABLE TO THE ORGANIZATION

I CERTIFY THAT THE SUBPOENA IS ISSUED IN COMPLIANCE WITH RULE 45(c)(1), AND THAT NOTICE AS REQUIRED BY RULE 45(b)(1) HAS BEEN GIVEN TO ALL PARTIES.

Caitlin Heyward
Attorney/Issuing Officer's Signature

10/25/17

Date

Caitlin C. Heyward

Print Name

Attorney for Plaintiff

Attorney's Address and Telephone Number:

1735 St. Julian Place, Post Office Box 61110 Columbia, SC 29206

(803) 252-7693

Clerk of Court/Issuing Officer's Signature
Pro Se Litigant's Name, Address and
Telephone Number :

Date

Print Name

PROOF OF SERVICE

SERVED:	DATE 10/25/2017	FEES AND MILEAGE TENDERED TO WITNESS ☐ YES ☐ NO AMOUNT \$
PLACE:	Daniels Floor Sanding and Refinishing, LLC c/o Incorp Services, Inc. Registered Agent	
SERVED ON 317 Ruth Vista Rd. Lexington, SC 29073	MANNER OF SERVICE: Certified Mail, Restricted Delivery, Return Receipt Requested	
SERVED BY: Katie Gjennestad	TITLE: Legal Assistant	

DECLARATION OF SERVER

I certify that the foregoing information contained in the Proof of Service is true and correct.
Executed on October 25, 2017

Katie Gjennestad
SIGNATURE OF SERVER

Post Office Box 61110, Columbia, SC 29260-
1110
ADDRESS OF SERVER

Rule 45, South Carolina Rules of Civil Procedures, Parts (c) and (d):

(c) Protection of Persons Subject to Subpoenas.

(1) A party or an attorney responsible for the issuance and service of a subpoena shall take reasonable steps to avoid imposing undue burden or expense on a person subject to that subpoena. The court on behalf of which the subpoena was issued shall enforce this duty and impose upon the party or attorney in breach of this duty an appropriate sanction, which may include, but is not limited to, lost earnings and a reasonable attorney's fee.

(2)(A) A person commanded to produce and permit inspection and copying of designated electronically stored information, books, papers, documents or tangible things, or inspection of premises need not appear in person at the place of production or inspection unless commanded to appear for deposition, hearing or trial. A party or an attorney responsible for the issuance and service of a subpoena for production of books, papers and documents without a deposition shall provide to another party copies of documents so produced upon written request. The party requesting copies shall pay the reasonable costs of reproduction.

(B) Subject to paragraph (d)(2) of this rule, a person commanded to produce and permit inspection and copying may, within 14 days after service of the subpoena or before the time specified for compliance if such time is less than 14 days after service, serve upon the party or attorney designated in the subpoena written objection to inspection or copying of any or all of the designated materials or of the premises—or to producing electronically stored information in the form or forms requested. If objection is made, the party serving the subpoena shall not be entitled to inspect and copy the materials or inspect the premises except pursuant to an order of the court by which the subpoena was issued. If objection has been made, the party serving the subpoena may, upon notice to the person commanded to produce, move at any time in the court that issued the subpoena for an order to compel the production. Such an order to compel production shall protect any person who is not a party or an officer of a party from significant expense resulting from the inspection and copying commanded.

(3)(A) On timely motion, the court by which a subpoena was issued, or regarding a subpoena commanding appearance at a deposition, or production or inspection directed to a non-party, the court in the county where the non-party resides, is employed or regularly transacts business in person, shall quash or modify the subpoena if it:

(i) fails to allow reasonable time for compliance; or

(ii) requires a person who is not a party nor an officer, director or managing agent of a party, nor a general partner of a partnership that is a party, to travel more than 50 miles from the county where that person resides, is employed or regularly transacts business in person, except that, subject to the provisions of clause (c)(3)(B)(iii) of this rule, such a person may in order to attend trial be commanded to travel from any such place within the state in which the trial is held; or

(iii) requires disclosure of privileged or otherwise protected matter and no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) If a subpoena:

(i) requires disclosure of a trade secret or other confidential research, development, or commercial information, or

(ii) requires disclosure of an unretained expert's opinion or information not describing specific events or occurrences in dispute and resulting from the expert's study made not at the request of any party, or

(iii) requires a person who is not a party nor an officer, director or managing agent of a party, nor a general partner of a partnership that is a party, to incur substantial expense to travel from the county where that person resides, is employed or regularly transacts business in person, the court may, to protect a person subject to or affected by the subpoena, quash or modify the subpoena or, if the party in whose behalf the subpoena is issued shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship and assures that the person to whom the subpoena is addressed will be reasonably compensated, the court may order appearance or production only upon specified conditions.

(d) Duties In Responding to Subpoena.

(1)(A) A person responding to a subpoena to produce documents shall produce them as they are kept in the usual course of business or shall organize and label them to correspond with the categories in the demand.

(B) If a subpoena does not specify the form or forms for producing electronically stored information, a person responding to a subpoena must produce the information in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) A person responding to a subpoena need not produce the same electronically stored information in more than one form.

(D) A person responding to a subpoena need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or to quash, the person from whom discovery is sought must show that the information sought is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(6)(B). The court may specify conditions for the discovery.

(2)(A) When information subject to a subpoena is withheld on a claim that it is privileged or subject to protection as trial preparation materials, the claim shall be made expressly and shall be supported by a description of the nature of the documents, communications, or things not produced that is sufficient to enable the demanding party to contest the claim.

(B) If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has and may not use or disclose the information until the claim is resolved. A receiving party may promptly present the information to the court under seal for a determination of the claim. If the receiving party disclosed the information before being notified, the receiving party must take reasonable steps to retrieve the information. The person who produced the information must preserve the information until the claim is resolved.

EXHIBIT A
Daniels Floor Sanding and Refinishing, LLC

- 1) All itemized invoices, credit invoices, statements, quotes, delivery tickets, statements, receipts, and evidence of payment (including but not limited to credit card receipts and copies of checks payable to you or Donald Daniels) for labor, materials, or any other services provided by you to ARM Quality Builders or Ahmad Mazloom in the calendar years 2016 and 2017 relating projects located at:
 - a. 125 Sweet Melody Lane Lexington, SC 29073
 - b. 207 Libby Ariail Lane Chapin, SC 29036
- 2) Indicate the unit price, number of units, and type of wood for all wood supplied by you to the project located at 207 Libby Ariail Lane Chapin, SC 29036 and produce all invoices related to the same. If wood was supplied but delivered to a different address, identify address where the wood was delivered and the individual who accepted the delivery.
- 3) All correspondence, including emails and text messages, between you and Arm Quality Builders and/or Ahmad Mazloom for the years 2016 and 2017.
- 4) Produce and itemized account summary for ARM Quality Builders, LLC and Ahmad Mazloom for all products and/or services provided in the calendar years 2016 and 2017.
- 5) List all projects by project address for which you supplied labor or materials or performed any work on behalf of ARM Quality Builders or Ahmad Mazloom during the calendar years 2016 and 2017.
- 6) Indicate whether any products or materials supplied for the project located at 207 Libby Ariail Lane Chapin, SC 29036 were returned by ARM Quality Builders or Ahmad Mazloom, whether a credit was issued, and the amount of each credit. Provide all documentation supporting the same.

BRUNER, POWELL, WALL & MULLINS, LLC

ATTORNEYS AND COUNSELORS AT LAW
1735 ST. JULIAN PLACE, SUITE 200
POST OFFICE BOX 61110
COLUMBIA, SOUTH CAROLINA 29260-1110
TELEPHONE 803-252-7693
FAX 803-254-5719
WWW.BRUNERPOWELL.COM

WARREN C. POWELL, JR., P.A. **
HENRY P. WALL
E. WADE MULLINS III, P.A.
BRIAN P. ROBINSON, P.A.
WESLEY D. PEEL, P.A.
JOEY R. FLOYD, P.A.
BENJAMIN C. BRUNER, P.A.

JAMES L. BRUNER, P.A.
OF COUNSEL

ANN F. ALLISON
CAITLIN C. HEYWARD
ROBERT C. OSBORNE III

AUTHOR'S E-MAIL: CHEYWARD@BRUNERPOWELL.COM

** Also Admitted in District of Columbia

October 25, 2017

VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED
DELIVERY RESTRICTED TO ADDRESSEE

RNG Contracting, LLC
c/o Nery Rodas, Registered Agent
297 Betty Blvd.
Lexington, SC 29073

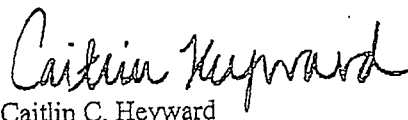
Re: ARM Quality Builders v. Joseph & Lycia Golson
C/A No.: 2017-CP-32-0220
Bruner Powell File No.: 7-2873.100

To Whom It May Concern:

Enclosed herewith you will find a Supplemental Subpoena in connection with the above-referenced matter. The documents requested in this subpoena are in addition to the documents requested in the subpoena previously served on you on October 19, 2017. You may email your documents mail hard copies to me at the address listed above. I am also happy to accept electronic copies of the documents on a flash drive. Feel free to call me if you have any questions regarding the documents requested in the subpoena.

With my kindest regards, I am

Sincerely,


Caitlin C. Heyward

CCH/kg
Enclosures

cc: James Randall Davis, Esquire (Via U.S. Mail w/copy of Encl.)
Joseph & Lycia Golson (Via E-Mail w/copy of Encl.)

STATE OF SOUTH CAROLINA

ISSUED BY THE COMMON PLEAS COURT IN THE COUNTY OF LEXINGTON

ARM Quality Builders, LLC d/b/a ARM Quality
Builders, plaintiff

SUBPOENA IN A CIVIL CASE

v.

Case Number: 2017-CP-32-0220

Joseph A. Golson and Lycia B. Golson, and
Branch Banking and Trust Company,
Defendants

Pending in Lexington County

TO:

RNG Contracting, LLC
c/o Nery Rodas, Registered Agent
297 Betty Blvd.
Lexington, SC 29073☐ YOU ARE COMMANDED to appear in the above named court at the place, and time specified below
to testify in the above case.

PLACE OF TESTIMONY

COURTROOM

DATE AND TIME

☐ YOU ARE COMMANDED to appear at the place, date, and time specified below to testify at the taking
of a deposition in the above case.

PLACE OF DEPOSITION

DATE AND TIME

☒ YOU ARE COMMANDED to produce and permit inspection and copying of the following documents or
objects in your possession, custody or control at the place, date and time specified below (list documents
or objects): Documents as described in Exhibit A.

PLACE

Bruner Powell Wall & Mullins
1735 St. Julian Place, Suite 200
Columbia, SC 29204

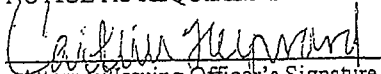
DATE AND TIME

November 10, 2017, 5:00 p.m

☐ YOU ARE COMMANDED to permit inspection of the following premises at the date and time specified
below.

PREMISES

DATE AND TIME

ANY SUBPOENAED ORGANIZATION NOT A PARTY TO THIS IS HEREBY DIRECTED TO RULE 30(b)(6),
SOUTH CAROLINA RULES OF CIVIL PROCEDURE, TO FILE A DESIGNATION WITH THE COURT
SPECIFYING ONE OR MORE OFFICERS, DIRECTORS, OR MANAGING AGENTS, OR OTHER PERSONS WHO
CONSENT TO TESTIFY ON ITS BEHALF, SHALL SET FORTH, FOR EACH PERSON DESIGNATED, THE
MATTERS ON WHICH HE WILL TESTIFY OR PRODUCE DOCUMENTS OR THINGS. THE PERSON SO
DESIGNATED TESTIFY AS TO MATTERS KNOWN OR REASONABLY AVAILABLE TO THE ORGANIZATIONI CERTIFY THAT THE SUBPOENA IS ISSUED IN COMPLIANCE WITH RULE 45(c)(1), AND THAT
NOTICE AS REQUIRED BY RULE 45(b)(1) HAS BEEN GIVEN TO ALL PARTIES.
Attorney/Issuing Officer's Signature
Attorney for Plaintiff10/25/17
DateCaitlin Heyward
Print Name

Attorney's Address and Telephone Number :

1735 St. Julian Place, Post Office Box 61110 Columbia, SC 29206
(803) 252-7693

Clerk of Court/Issuing Officer's Signature Pro Se Litigant's Name, Address and Telephone Number :	Date	Print Name

PROOF OF SERVICE

SERVED:	DATE 10/25/2017	FEES AND MILEAGE TENDERED TO WITNESS ☐ YES ☐ NO AMOUNT \$
PLACE:	297 Betty Blvd. Lexington, SC 29073	
SERVED ON RNG Contracting, LLC c/o Nery Rodas, Registered Agent		MANNER OF SERVICE: Certified Mail, Restricted Delivery, Return Receipt Requested
SERVED BY: Katie Gjennestad		TITLE: Legal Assistant

DECLARATION OF SERVER

I certify that the foregoing information contained in the Proof of Service is true and correct.
Executed on October 25, 2017

SIGNATURE OF SERVER

Post Office Box 61110, Columbia, SC 29260-
1110

ADDRESS OF SERVER

Rule 45, South Carolina Rules of Civil Procedures, Parts (c) and (d):

(c) Protection of Persons Subject to Subpoenas.

(1) A party or an attorney responsible for the issuance and service of a subpoena shall take reasonable steps to avoid imposing undue burden or expense on a person subject to that subpoena. The court on behalf of which the subpoena was issued shall enforce this duty and impose upon the party or attorney in breach of this duty an appropriate sanction, which may include, but is not limited to, lost earnings and a reasonable attorney's fee.

(2)(A) A person commanded to produce and permit inspection and copying of designated electronically stored information, books, papers, documents or tangible things, or inspection of premises need not appear in person at the place of production or inspection unless commanded to appear for deposition, hearing or trial. A party or an attorney responsible for the issuance and service of a subpoena for production of books, papers and documents without a deposition shall provide to another party copies of documents so produced upon written request. The party requesting copies shall pay the reasonable costs of reproduction.

(B) Subject to paragraph (d)(2) of this rule, a person commanded to produce and permit inspection and copying may, within 14 days after service of the subpoena or before the time specified for compliance if such time is less than 14 days after service, serve upon the party or attorney designated in the subpoena written objection to inspection or copying of any or all of the designated materials or of the premises—or to producing electronically stored information in the form or forms requested. If objection is made, the party serving the subpoena shall not be entitled to inspect and copy the materials or inspect the premises except pursuant to an order of the court by which the subpoena was issued. If objection has been made, the party serving the subpoena may, upon notice to the person commanded to produce, move at any time in the court that issued the subpoena for an order to compel the production. Such an order to compel production shall protect any person who is not a party or an officer of a party from significant expense resulting from the inspection and copying commanded.

(3)(A) On timely motion, the court by which a subpoena was issued, or regarding a subpoena commanding appearance at a deposition, or production or inspection directed to a non-party, the court in the county where the non-party resides, is employed or regularly transacts business in person, shall quash or modify the subpoena if it:

(i) fails to allow reasonable time for compliance; or

(ii) requires a person who is not a party nor an officer, director or managing agent of a party, nor a general partner of a partnership that is a party, to travel more than 50 miles from the county where that person resides, is employed or regularly transacts business in person, except that, subject to the provisions of clause (c)(3)(B)(iii) of this rule, such a person may in order to attend trial be commanded to travel from any such place within the state in which the trial is held; or

(iii) requires disclosure of privileged or otherwise protected matter and no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) If a subpoena:

(i) requires disclosure of a trade secret or other confidential research, development, or commercial information, or

(ii) requires disclosure of an unretained expert's opinion or information not describing specific events or occurrences in dispute and resulting from the expert's study made not at the request of any party, or

(iii) requires a person who is not a party nor an officer, director or managing agent of a party, nor a general partner of a partnership that is a party, to incur substantial expense to travel from the county where that person resides, is employed or regularly transacts business in person, the court may, to protect a person subject to or affected by the subpoena, quash or modify the subpoena or, if the party in whose behalf the subpoena is issued shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship and assures that the person to whom the subpoena is addressed will be reasonably compensated, the court may order appearance or production only upon specified conditions.

(d) Duties in Responding to Subpoena.

(1)(A) A person responding to a subpoena to produce documents shall produce them as they are kept in the usual course of business or shall organize and label them to correspond with the categories in the demand.

(B) If a subpoena does not specify the form or forms for producing electronically stored information, a person responding to a subpoena must produce the information in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) A person responding to a subpoena need not produce the same electronically stored information in more than one form.

(D) A person responding to a subpoena need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or to quash, the person from whom discovery is sought must show that the information sought is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(6)(B). The court may specify conditions for the discovery.

(2)(A) When information subject to a subpoena is withheld on a claim that it is privileged or subject to protection as trial preparation materials, the claim shall be made expressly and shall be supported by a description of the nature of the documents, communications, or things not produced that is sufficient to enable the demanding party to contest the claim.

(B) If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has and may not use or disclose the information until the claim is resolved. A receiving party may promptly present the information to the court under seal for a determination of the claim. If the receiving party disclosed the information before being notified, the receiving party must take reasonable steps to retrieve the information. The person who produced the information must preserve the information until the claim is resolved.

EXHIBIT A
R&G Contracting, LLC

- 1) List all projects by project address for which you supplied labor or materials or performed any work on behalf of ARM Quality Builders or Ahmad Mazloom during the calendar years 2016 and 2017.
- 2) Indicate whether any products or materials supplied for the project located at 207 Libby Ariail Lane Chapin, SC 29036 were returned by ARM Quality Builders or Ahmad Mazloom, whether a credit was issued, and the amount of each credit. Provide all documentation supporting the same.
- 3) List all projects by project address located in Chapin, SC for which you provided labor, materials, or other services during the calendar years 2016 and 2017.

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
COUNTY OF LEXINGTON	)	ELEVENTH JUDICIAL CIRCUIT
	)	Case No.: 2017CP320220
	)	
ARM Quality Builders LLC d/b/a,	)	
ARM Quality Builders,	)	
	)	DEFENDANTS JOSEPH A. GOLSON
Plaintiff(s),	)	AND LYCIA B. GOLSON'S MOTION
	)	TO COMPEL PLAINTIFF TO
v.	)	RESPOND TO DEFENDANTS'
	)	DISCOVERY REQUESTS
	)	
Joseph A. Golson and Lycia B. Golson and	)	
Branch Banking and Trust Company,	)	
	)	
Defendants(s).	)	
	)	

TO: JAMES RANDALL DAVIS, ATTORNEY FOR PLAINTIFF:

YOU WILL PLEASE TAKE NOTICE that the undersigned, as attorney for the defendants Joseph A. Golson and Lycia B. Golson ("the Golsons"), will move before the presiding judge for the 11th Judicial Circuit at the Lexington County Courthouse for an Order compelling the Plaintiff to respond to the Golsons' Second Set of Interrogatories and Second set of Requests for Production ("the Discovery Requests"). The Discovery Requests are attached hereto as **Exhibit A**.

The Discovery Requests were served on Plaintiff on January 2, 2018. Plaintiff has failed to respond to the Discovery Requests despite numerous extensions allowed by counsel. The undersigned has made a good faith effort to resolve these matters with opposing counsel as required by Rule 11. This Motion is based upon the South Carolina Rules of Civil Procedure, supporting case law, the pleadings on file, and such further evidence as may be presented and upon such other law as is applicable.

BRUNER, POWELL, WALL & MULLINS, LLC

/s/ Caitlin C. Heyward

E. Wade Mullins, III #3525

Caitlin C. Heyward #101158

Post Office Box 61110

Columbia, South Carolina 29260-1110

(803)252-7693
Attorney for Defendants Golsons

March 14, 2018
Columbia, South Carolina

EXHIBIT A

TO MOTION TO COMPEL

STATE OF SOUTH CAROLINA)

IN THE COURT OF COMMON PLEAS

COUNTY OF LEXINGTON)

Case No.: 2017CP320220

ARM Quality Builders LLC d/b/a,)
ARM Quality Builders,)

Plaintiff(s),)

**DEFENDANTS JOSEPH A. GOLSON
AND LYCIA B. GOLSON'S SECOND
SET OF INTERROGATORIES TO
PLAINTIFF**

v.)

Joseph A. Golson and Lycia B. Golson and)
Branch Banking and Trust Company,)

Defendants(s).)

TO: JAMES RANDALL DAVIS, ATTORNEY FOR DEFENDANT:

The Defendants Joseph A. Golson and Lycia B. Golson request that the Plaintiff, either individually or if a corporation or partnership, by an officer or agent thereof, answer fully and in writing under oath, in accordance with Rule 33 of the South Carolina Rules of Civil Procedure, the Interrogatories propounded herein.

1. Pursuant to Rule 33 of the South Carolina Rules of Civil Procedure in answering the following interrogatories, you are to furnish all information available to you or subject to your reasonable inquiry including information in the possession of your agents, employees, attorneys, and other persons directly or indirectly employed by or connected with you and any one else otherwise subject to your controls and to serve your answers within thirty days from the date of service of the interrogatories.

2. To the extent that you believe that any of the interrogatories calls for information contained in documents or communications subject to a claim of confidentiality, trade secret or privilege answer so much of the interrogatory or interrogatories, and each subpart thereof, as does not

request, allegedly confidential, secret, or privileged information and identify each such document and communication and set forth the basis for your claim of confidentiality, secrecy or privilege with respect to the information which you refuse to furnish. With regards to each such document, state the date and nature of the document.

3. In answering the Interrogatories if you are asked to "identify" or "for the identity" of a document, you are required to furnish a copy of each such document in lieu of identifying the same. When identifying a document set forth (i) its date and general type or category (e.g. letter, contract, memorandum, note); (ii) the identity of its author and each person who aided or assisted in its preparation; (iii) those who received the document; (iv) the last-known location or custodian; (v) its subject matter and substance; and (vi) if the document is no longer in your possession or control and the circumstances of its disposition are known, set forth the date and circumstances of the disposition thereof, as well as the identity of the person or entity to whom custody or possession was given.

4. When asked to "identify" or "for the identity" of any natural person, set forth (i) the full name; (ii) present or last-known address; and (iii) his or her present telephone number.

5. When asked to "identify" or "for the identity" of any entity other than a natural person, set forth its (i) full name or title; (ii) present or last-known address; and (iii) its present telephone number.

6. These interrogatories are deemed to be continuing; as such, you are required to file and serve supplemental answers and any additional information that you may subsequently acquire that would materially change the response to an interrogatory.

DEFINITIONS

1. As used herein, "you", "your", "Plaintiff" means the Plaintiff to whom these interrogatories and requests are addressed and include all parent, subsidiary and affiliated companies

of the Plaintiff; its predecessors in interest; its present and former directors, officers, executives, employees, agents and all other persons acting or purporting to act on its behalf.

2. "Files" means all methods of arranging or storing papers, records, documents, other compilations of data, or any tangible things which constitute or contain matters within the scope of Rule 26(b) (whether contained in folders, cabinets or other containers; whether recorded on magnetic cards, tapes, or discs, or any other record or device including computer disk, hard drive, cd rom, dvd, or magnetic media of any kind) which are maintained by you, for your use, or on your behalf, for preservation or reference.

3. "Person" means any person and includes natural persons, corporations, partnerships, associations, joint ventures, firms and other business enterprises or legal entities, and includes both the singular and the plural.

4. "Document" has the same meaning as in Rule 34(a) of the South Carolina Rules of Civil Procedure, and includes but is not limited to the original and all drafts of all written or graphic matter, however produced or reproduced, of any kind or description, and all copies thereof which are different from the original (whether different by interlineation, or otherwise). Included in such definition are: books, records, reports, memoranda, or notes of conversations and meetings, notes, letters, telegrams, cables, telexes, diaries, calendars, schedules, graphs, charts, contracts, releases, studies, blueprints, cancelled checks, summaries, booklets, circulars, bulletins, instructions, minutes, bills, questionnaires, correspondence, financial statements, tapes, discs, tape recordings, microfilm, microfiche, videotapes, photographs, phonograph records, electronic mail, motion pictures, data cards, as well as any other written, recorded, transcribed, punched, taped, filmed or graphic matter on which information is recorded in writing or in sound or in any other manner, or any tangible things which constitute or contain matters within the scope of Rule 26(b) of which you have possession,

custody or control including documents stored, saved or created on computer hard drives, disks, cd rom, dvd, internet mail, or magnetic media of any kind and which are in the possession, custody or control of the Defendant.

5. As used herein, the conjunctions "and" and "or" shall be interpreted and construed "and/or", and shall not be interpreted to exclude any information otherwise within the scope of any request.

6. As used herein, the phrase "refer, regarding or relate", includes containing, alluding to, responding to, commenting upon, discussing, showing, disclosing, explaining, mentioning, analyzing, constituting, comprising, evidencing, setting forth, summarizing or characterizing, either directly or indirectly, in whole or in part.

7. "Project" means the Project at issue in this lawsuit and located at Lot 32, 207 Libby Ariail Lane in Chapin, South Carolina.

INTERROGATORIES

1. List the most recent address, telephone number, email address, current place of employment of Billy Kelly. If unknown, please provide the last known contact information for Billy Kelly.
2. List the full account number, the account holder name, the entity where the credit account is held, and all other identifying information necessary to issue a subpoena relating to the **Master Card credit cards ending in 0499 and 6927.**
3. List the full account number, the account holder name, the type of credit card (i.e. master card, visa, American express etc.), the entity where the credit account is held, and all other identifying information necessary to issue a subpoena relating to any other credit cards used to pay any vendors, subcontractors, and/or any other person or entity for labor, material, supplies and/or services relating to the Project.

4. List any and all subcontractors, if any, who have not been fully paid on the Project.
5. For each subcontractor identified in response to Interrogatory No. 7 of Defendants' First Set of Interrogatories to Plaintiff, identify each project, including personal projects for Ahmad Mazloom or any family member or relative of Ahmad Mazloom (other than the Project that is the subject of this case), that you and/or Ahmad Mazloom have worked with, hired, paid, or used in any capacity in the calendar years 2016 or 2017. For each subcontractor please list the following:
 - a. Subcontractor Name;
 - b. Project Address(es);
 - c. Owner name;
 - d. Nature and scope of work provided;
 - e. Whether the contractor was fully paid.

BRUNER, POWELL, WALL & MULLINS, LLC



E. Wade Mullins, III #3525
Caitlin C. Heyward #101158
Post Office Box 61110
Columbia, South Carolina 29260-1110
(803)252-7693
Attorney for Defendants Golsons

January 2, 2018
Columbia, South Carolina

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF LEXINGTON	)	Case No.: 2017CP320220
	)	
ARM Quality Builders LLC d/b/a,	)	
ARM Quality Builders,	)	
	)	DEFENDANTS JOSEPH A. GOLSON
Plaintiff(s),	)	AND LYCIA B. GOLSON'S SECOND
	)	SET OF REQUESTS FOR PRODUCTION
	)	TO PLAINTIFF
v.	)	
	)	
Joseph A. Golson and Lycia B. Golson and	)	
Branch Banking and Trust Company,	)	
	)	
Defendants(s).	)	

TO: JAMES RANDALL DAVIS, ATTORNEY FOR DEFENDANT:

The Defendants Joseph A. Golson and Lycia B. Golson request that the Plaintiff, either individually or if a corporation or partnership, by an officer or agent thereof, respond to the following Request for Production of Documents in accordance with Rule 34 of the South Carolina Rules of Civil Procedure. Plaintiff requests that these documents be produced at the offices of Bruner, Powell, Robbins, Wall & Mullins, LLC, 1735 St. Julian Place, Suite 200, P.O. Box 61110, Columbia, SC 29260 or such other place convenient to the parties arranged with the Defendant's counsel, within thirty (30) days after the service of this request.

DEFINITIONS

1. As used herein, "you", "your", "Plaintiff" means the Plaintiff to whom these interrogatories and requests are addressed and include all parent, subsidiary and affiliated companies of that Plaintiff; its predecessors in interest; its present and former directors, officers, executives, employees, agents and all other persons acting or purporting to act on its behalf.

2. "Files" means all methods of arranging or storing papers, records, documents, other compilations of data, or any tangible things which constitute or contain matters within the scope of Rule 26(b) (whether contained in folders, cabinets or other containers; whether recorded on magnetic cards, tapes, or discs, or any other record or device including computer disk, hard drive, cd rom, dvd, or magnetic media of any kind) which are maintained by you, for your use, or on your behalf, for preservation or reference.

3. "Person" means any person and includes natural persons, corporations, partnerships, associations, joint ventures, firms and other business enterprises or legal entities, and includes both the singular and the plural.

4. "Document" has the same meaning as in Rule 34(a) of the South Carolina Rules of Civil Procedure, and includes but is not limited to the original and all drafts of all written or graphic matter, however produced or reproduced, of any kind or description, and all copies thereof which are different from the original (whether different by interlineation, or otherwise). Included in such definition are: books, records, reports, memoranda, or notes of conversations and meetings, notes, letters, telegrams, cables, telexes, diaries, calendars, schedules, graphs, charts, contracts, releases, studies, blueprints, cancelled checks, summaries, booklets, circulars, bulletins, instructions, minutes, bills, questionnaires, correspondence, financial statements, tapes, discs, tape recordings, microfilm, microfiche, videotapes, photographs, phonograph records, electronic mail, motion pictures, data cards, as well as any other written, recorded, transcribed, punched, taped, filmed or graphic matter on which information is recorded in writing or in sound or in any other manner, or any tangible things which constitute or contain matters within the scope of Rule 26(b) of which you have possession, custody or control including documents stored, saved or created on computer hard drives, disks, cd

rom, dvd, internet mail, or magnetic media of any kind and which are in the possession, custody or control of the Defendant.

5. As used herein, the conjunctions "and" and "or" shall be interpreted and construed "and/or", and shall not be interpreted to exclude any information otherwise within the scope of any request.

6. As used herein, the phrase "refer, regarding or relate", includes containing, alluding to, responding to, commenting upon, discussing, showing, disclosing, explaining, mentioning, analyzing, constituting, comprising, evidencing, setting forth, summarizing or characterizing, either directly or indirectly, in whole or in part.

7. "Project" means the Project at issue in this lawsuit and located at Lot 32, 207 Libby Ariail Lane in Chapin, South Carolina.

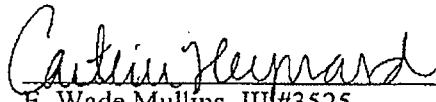
REQUESTS FOR PRODUCTION OF DOCUMENTS

1. A copy of your state and federal tax returns for 2016.
2. All credit card statements for the years 2016 and 2017 for the Master Card(s) ending in 0499 and 6927.
3. All credit card statements for the years 2016 and 2017 for any other credit cards used to pay any vendors, subcontractors or any other person or entity for labor, material, supplies and/or services relating to the Project.
4. Credit card receipts and credit card statements evidencing payment for labor, material, supplies and/or services supplied to the Project for the following subcontractors/suppliers:
 - a. BMC;
 - b. Winsupply;

- c. Stier;
- d. SCE&G;
- e. Bilt Rite Garage Doors;
- f. Columbia Shelving & Mirror, Inc;
- g. Barnhill Services, Inc.;
- h. GTG; and
- i. Cayce Exterminating;

The foregoing Request for Production of Documents is to be regarded as continuing and you are required to provide, by way of supplemental production, any additional documents as may hereinafter be obtained by you or by any other person or organization on your behalf.

BRUNER, POWELL, WALL & MULLINS, LLC


E. Wade Mullins, III #3525
Caitlin C. Heyward #101158
Post Office Box 61110
Columbia, South Carolina 29260-1110
(803)252-7693
Attorney for Defendants Golsons

January 2, 2018
Columbia, South Carolina

STATE OF SOUTH CAROLINA)

IN THE COURT OF COMMON PLEAS

COUNTY OF LEXINGTON)

Case No.: 2017CP320220

ARM Quality Builders LLC d/b/a,
ARM Quality Builders,)

Plaintiff(s),)

CERTIFICATE OF SERVICE

v.)

Joseph A. Golson and Lycia B. Golson and
Branch Banking and Trust Company,)

Defendants(s).)

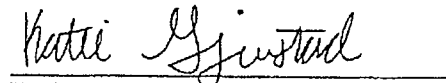
I, Katie Gjennestad, an employee of Bruner, Powell, Wall & Mullins, LLC, attorneys for Joseph A. Golson and Lycia B. Golson, do hereby certify that on January 2, 2018, I served a copy of the documents listed below on counsel of record listed below by depositing a copy of same in the U.S. Mail, postage prepaid and addressed as follows:

Documents Served

1. Defendants Joseph A. Golson and Lycia B. Golson's Second Set of Interrogatories to Plaintiff
2. Defendants Joseph A. Golson and Lycia B. Golson's Second Set of Requests for Production to Plaintiff

Parties Served

James Randall Davis
140 East Main Street
Lexington, SC 29071
Attorney for Plaintiff


Katie Gjennestad

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF LEXINGTON	)	Case No.: 2017-CP-32-02204
	)	
ARM Quality Builders LLC d/b/a,	)	
ARM Quality Builders,	)	
	)	
Plaintiff(s),	)	
	)	THIRD PARTY SUMMONS
v.	)	
	)	
Joseph A. Golson and Lycia B. Golson	)	
and Branch Banking and Trust Company,	)	
	)	
Defendants	)	
_____	)	
Joseph A. Golson and Lycia B. Golson,	)	
	)	
Third-Party Plaintiffs	)	
v.	)	
	)	
Ahmad Mazloom,	)	
	)	
Third-Party Defendant	)	
_____	)	

TO THE ABOVE-NAMED THIRD-PARTY DEFENDANT:

YOU ARE HEREBY SUMMONED AND REQUIRED to answer the THIRD PARTY COMPLAINT in this action, a copy of which is hereby served upon you, and to serve a copy of your Answer to said THIRD PARTY COMPLAINT upon the undersigned subscriber at Post Office Box 61110, Columbia, South Carolina 29260, within thirty (30) days after service upon you, exclusive of the day of such service; and if you fail to answer the THIRD PARTY COMPLAINT within the time aforesaid, judgment by default will be rendered against you for the relief demanded in the THIRD PARTY COMPLAINT.

BRUNER, POWELL, WALL & MULLINS, LLC

/s/ Caitlin C. Heyward ESQ.

E. Wade Mullins, III #3525

Caitlin C. Heyward #101158

Post Office Box 61110

Columbia, South Carolina 29260-1110

(803)252-7693

Attorneys for Joseph A. Golson and Lycia B. Golson

July 9, 2018

Columbia, South Carolina

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF LEXINGTON	)	Case No.: 2017-CP-32-02204
	)	
ARM Quality Builders LLC d/b/a,	)	
ARM Quality Builders,	)	
	)	
Plaintiff(s),	)	
	)	Amended Answer, Counterclaims and
v.	)	Third-Party Complaint of Defendants
	)	Joseph A. Golson and Lycia B. Golson
	)	
Joseph A. Golson and Lycia B. Golson	)	
and Branch Banking and Trust Company,	)	
	)	
Defendants	)	
_____	)	
Joseph A. Golson and Lycia B. Golson,	)	
	)	
Third-Party Plaintiffs	)	
	)	
v.	)	
	)	
Ahmad Mazloom,	)	
	)	
Third-Party Defendant	)	
_____	)	

Defendants Joseph A. Golson and Lycia B. Golson, (hereinafter referred to collectively as the “Golsons” or “Defendants”) files their Answer to Plaintiff’s Complaint, Counterclaims and Third-Party Complaint as follows:

FOR A FIRST DEFENSE
(General Denial)

1. Each and every allegation in the Complaint not hereinafter expressly admitted, denied or otherwise explained by Defendants is denied and strict proof demanded thereof.
2. Defendants are without sufficient information in which to admit or deny the allegations of Paragraph 1 the Complaint, and therefore, deny those allegations and demand strict proof thereof.
3. Defendants admit the allegations of Paragraphs 2 and 3 of the Complaint.

4. Defendants incorporate their responses to Paragraphs 1 through 3 of the Complaint in response to the allegations of Paragraph 4 of the Complaint.

5. Responding to the allegations of Paragraphs 5 of the Complaint, Defendants admit that they entered into a contract with Plaintiff. Defendants crave reference to the Contract for the terms and conditions contained therein.

6. Defendants deny the allegations of Paragraph 6 of the Complaint.

7. Defendants are without sufficient information in which to admit or deny the allegations of Paragraph 7 the Complaint as allege the last date labor and materials were provided, and therefore, deny those allegations and demand strict proof thereof. Defendants deny the remaining allegations of Paragraphs 7 of the Complaint and would specifically assert that Plaintiff has failed to comply with the requirements of S.C. Code Ann. § 29-5-10, *et. seq.* with regards to perfecting its lien and said lien is dissolved as a matter of law.

8. Defendants deny the allegations of Paragraphs 8 and 9 of the Complaint.

9. Defendants incorporate their responses to Paragraphs 1 through 9 of the Complaint in response to the allegations of Paragraph 10 of the Complaint.

10. Defendants admit the allegations of Paragraphs 11 and 12 of the Complaint.

11. Defendants are without sufficient information in which to admit or deny the allegations of Paragraph 13 of the Complaint, and therefore, deny those allegations and demand strict proof thereof.

12. Responding to the allegations of Paragraph 14 of the Complaint, Defendants admit that Plaintiff has asserted a cause of action for foreclosure of a mechanic's lien; however, Defendants would further assert that Plaintiff has failed to comply with the requirements of S.C. Code Ann. § 29-5-10, *et. seq.* with regards to perfecting its lien and said lien is dissolved as a matter of law.

13. Responding to the allegations of Paragraph 15 of the Complaint, Defendants would state that there is no amount due and owing the Plaintiff so no offer or payment has been made other than what has previously been made to Plaintiff.

14. Defendants deny the allegations of Paragraphs 16 and 17 of the Complaint.

15. Defendants are without sufficient information in which to admit or deny the allegations of Paragraph 18 of the Complaint, and therefore, deny those allegations and demand strict proof thereof.

16. Defendants deny the allegations of Paragraph 19 of the Complaint.

17. Defendants are without sufficient information in which to admit or deny the allegations of Paragraph 20 of the Complaint, and therefore, deny those allegations and demand strict proof thereof.

18. Responding to the allegations of Paragraphs 21 and 22 of the Complaint, Defendants admit that Plaintiff has asserted a cause of action for foreclosure of a mechanic's lien; however, Defendants would further assert that Plaintiff has failed to comply with the requirements of S.C. Code Ann. § 29-5-10, *et. seq.* with regards to perfecting its lien and said lien is dissolved as a matter of law.

19. Defendants admit that a copy of a document entitled "Lis Pendens" was attached to the Complaint and would state that the document speaks for itself.

20. Defendants deny the allegations of Paragraphs 24 and 25 of the Complaint.

21. Defendants incorporate their responses to Paragraphs 1 through 25 of the Complaint in response to the allegations of Paragraph 26 of the Complaint.

22. The allegations of Paragraph 27 of the Complaint assert conclusions of law to which no response is required. To the extent the allegations of Paragraph 27 do assert allegations of fact, they are denied.

23. Defendants deny the allegations of Paragraphs 28 and 29 of the Complaint.

24. The allegations of Paragraph 30 of the Complaint assert conclusions of law to which no response is required. To the extent the allegations of Paragraph 30 do assert allegations of fact, they are denied.

25. Defendants deny the allegations of Paragraph 31 of the Complaint.

26. Defendants incorporate their responses to Paragraphs 1 through 31 of the Complaint in response to the allegations of Paragraph 32 of the Complaint.

27. Responding to the allegations of Paragraphs 33-37 of the Complaint, Defendants admit that Plaintiff supplied certain labor and materials for the construction of the residence as required by the Contract. Defendants deny the remaining allegations and would further assert that they have paid all that is due and in fact overpaid Plaintiff based on Plaintiff's misrepresentations as to costs of the work incurred.

28. Defendants deny the allegations of Paragraph 38 of the Complaint.

29. Defendants incorporate their responses to Paragraphs 1 through 38 of the Complaint in response to the allegations of Paragraph 39 of the Complaint.

30. Responding to the allegations of Paragraphs 40-43 of the Complaint, Defendants admit that Plaintiff supplied certain labor and materials for the construction of the residence as required by the Contract. Defendants deny the remaining allegations and would further assert that they have paid all that is due and in fact overpaid Plaintiff based on Plaintiff's misrepresentations as to costs of the work incurred.

31. Defendants deny the allegations of Paragraph 44 of the Complaint.

32. Defendants incorporate their responses to Paragraphs 1 through 44 of the Complaint in response to the allegations of Paragraph 45 of the Complaint.

33. Defendants deny the allegations of Paragraphs 46 and 47 of the Complaint.

FOR A SECOND DEFENSE
(Failure to State a Claim)

34. The allegations contained in the Paragraphs above, not inconsistent herewith, are incorporated herein by reference.

35. ARM's Complaint fails to state facts sufficient to constitute a cause of action and, therefore, should be dismissed pursuant to SCRCP 12(b)(6).

FOR A THIRD DEFENSE
(Notice)

36. The allegations contained in the Paragraphs above, not inconsistent herewith, are incorporated herein by reference.

37. ARM's claims are barred based upon improper notice.

FOR A FOURTH DEFENSE
(Waiver and Estoppel)

38. The allegations contained in the Paragraphs above, not inconsistent herewith, are incorporated herein by reference.

39. The claims against Defendants are, upon information and belief, barred pursuant to the equitable doctrine of waiver and estoppel.

FOR A FIFTH DEFENSE
(S.C. Code Ann. § 29-5-10, *et seq.*)

40. The allegations contained in the Paragraphs above, not inconsistent herewith, are incorporated herein by reference.

41. The Defendants would show the Honorable Court that Plaintiff's mechanic's lien, and the action to foreclose thereon, should be dismissed, with attorney's fees and costs awarded to the Defendants, because the Plaintiff failed to comply with the requirements of S.C. Code Ann. § 29-5-10, *et seq.*

FOR A SIXTH DEFENSE
(Invalid Mechanic's Lien)

42. The allegations contained in the Paragraphs above, not inconsistent herewith, are incorporated herein by reference.

43. The mechanic's lien upon which the Plaintiff is attempting to foreclose is defective pursuant to the mechanic's lien statutes, S.C. Code Ann. § 29-5-10 to 440. As a result, the lien and is invalid and this action must be dismissed.

FOR A SEVENTH DEFENSE
(Lien Exceeds Amount due to Contractor)

44. The allegations contained in the Paragraphs above, not inconsistent herewith, are incorporated herein by reference.

45. The Golsons do not owe ARM anything on the contract price. Therefore, pursuant to § 29-5-40, the amount of the lien exceeds the amount due to ARM and the lien must be dismissed, with costs and attorney's fees award to the Golsons.

FOR AN EIGHTH DEFENSE
(Equitable Defenses)

46. The allegations contained in the Paragraphs above, not inconsistent herewith, are incorporated herein by reference.

47. The Plaintiff's claims are barred, in whole or in part, by one or more of the doctrines of laches, estoppel, unclean hands, or waiver.

FOR A NINTH DEFENSE
(The Illegality Doctrine)

48. The allegations contained in the Paragraphs above, not inconsistent herewith, are incorporated herein by reference.

49. The Defendants would show the Honorable Court that the Plaintiff engaged in unlawful conduct, which bars any recovery against the Defendant.

FOR AN TENTH DEFENSE
(Setoff)

50. The allegations contained in the Paragraphs above, not inconsistent herewith, are incorporated herein by reference.

51. Any amounts allegedly owed by the Golsons to ARM has been justifiably withheld from the ARM due to the fact that ARM has not properly accounted for the cost of the work incurred by ARM and the Golsons have had to or will have to correct and/or complete work under Plaintiff's contract with the Golsons.

52. The Golsons have and will incur costs and damages in excess of the amount of Plaintiff's claim which the Golsons are entitled to setoff.

FOR AN ELEVENTH DEFENSE
(Material Breach)

53. The allegations contained in the Paragraphs above, not inconsistent herewith, are incorporated herein by reference.

54. Plaintiff materially breached the contract and failed to properly account for the cost of the work, misrepresented costs incurred on the Project and otherwise failed to complete its work in a good and workmanlike manner, in a timely manner, and in accordance with the agreement with the Golsons. Plaintiff is therefore barred from recovery.

FOR A TWELFTH DEFENSE AND BY
WAY OF COUNTERCLAIM
(Breach of Contract-ARM)

55. The allegations contained in the Paragraphs above, not inconsistent herewith, are incorporated herein by reference.

56. In late 2015 and early 2016; the Golsons entered into negotiations with Ahmad Mazloom of ARM Quality Builders to construct a residential home on Lot 32, 207 Libby Ariail Lane in Chapin, South Carolina ("the Project").

57. During those negotiations, the Golsons and Mr. Mazloom met on several occasions to discuss the Golsons' plans and goals for their new home. One of the concerns emphasized by the Golsons was a clear understanding of the costs associated with the work. Once the scope of work was agreed upon Mazloom indicated that the work could be performed for a guaranteed maximum price of \$395,000. After further discussion, Mazloom indicated that if the parties agreed to a "cost plus a fee" contract with a guaranteed maximum price of \$395,000, the Golsons could expect the final price to be less than the guaranteed maximum price. In other words, Mazloom indicated that the maximum price would not exceed the price the maximum price he represented to be \$395,000.

58. Based on these representations, on February 29, 2016, the Golsons entered into a contract with ARM for the construction of their new home (the "Contract"). The Contract provided that ARM would construct the home at cost plus a fee of 15% of the cost. The Contract further provided that the Project would be completed within 180 days. A contemporaneous agreement executed by the parties reflected ARM's agreement that the maximum price would be \$395,000.

59. Subsequent to the execution of the Contract, ARM began performing work under the Contract. The Golsons performed their obligations under the Contract by making periodic

payments to ARM based upon receipt of requests for payment and representations by ARM that the requests for payment represented actual costs incurred in performance of the work.

60. During the latter part of 2016, the Golsons began to become concerned as the costs associated to complete the work appeared to be exceeding the maximum costs quoted by ARM. Mazloom repeatedly told the Golsons that they had nothing to worry about when inquiries were made about the cost of the work. Ultimately, ARM did notify the Golsons that the costs did exceed the maximum costs and he expected to be paid for these excess costs.

61. During this time, the Golsons also began to become concerned that the request for payment did not reflect actual costs incurred by ARM for work performed on the Project. The Golsons requested that ARM provide supporting documentation for the costs incurred on the Project. The information provided by ARM, upon information and belief, reflects that ARM improperly charged the Golsons for labor, materials and/or equipment that was not incorporated into the Project.

62. On February 11, 2017, ARM presented an accounting whereupon it alleged the cost of the work was \$407,245.71 plus a fee of \$61,086.86 for a total construction cost of \$468,332.57. ARM demanded a final payment of \$55,085.52.

63. ARM has breached the Contract in one or more of the following particulars:

- a. Billing for work not performed, overcharging and failing to apply proper credits;
- b. Failing to construct the home in a workmanlike manner, in accordance with the contract and the applicable building codes;
- c. Failing to pay his subcontractors and suppliers;
- d. Failing to complete the work.

64. As a result of Plaintiff's failure to comply with its obligations under the Contract, the Golsons have incurred damages associated with the overpayment of sums not justly due ARM and will incur significant additional costs associated with ARM's failure to complete the work in accordance with the Contract, with such amounts to be proven at trial, including but not limited to actual, liquidated, special, incidental and consequential damages.

FOR A THIRTEENTH DEFENSE AND BY WAY OF COUNTERCLAIM
(Breach of Contract Accompanied by Fraudulent Act-ARM)

65. The allegations contained in the Paragraphs above, not inconsistent herewith, are incorporated herein by reference.

66. In connection with its breach of contract, as set forth in more detail above, ARM intentionally and deceitfully submitted fraudulent requests for payment by employing one or more of the following fraudulent acts:

- a. Instructing one or more of ARM's subcontractors to draft false invoices and submitting the false invoices to the Golsons in an effort to make it appear that the charges were legitimate and induce the Golsons to pay monies ARM was not owed;
- b. Altering invoices and/or drafting false invoices and submitting the false invoices to the Golsons in an effort to make it appear that the charges were legitimate and induce the Golsons to pay monies ARM was not owed;
- c. Drafting fake checks totaling over \$70,000.00 and submitting copies of the fake checks to the Golsons to make it appear to the Golsons that ARM made payments to certain subcontractors for their work on the Project. The fake checks were never drawn on any bank account owned by ARM or Mazloom and were submitted to the Golsons to induce the Golsons to reimburse ARM for money ARM was not owed;
- d. Intentionally billing the Golsons for work not performed;

- e. Failing to apply proper credits to the Golsons and concealing from the Golsons that ARM received credits for certain labor and materials supplied to the Project;
- f. Billing the Golsons for labor and materials ARM supplied to other projects, including renovations at Mazloom's personal residence.

67. ARM's actions set forth in paragraph 66 were without the Golsons knowledge or consent and are fraudulent acts accompanying ARM's breach of contract.

68. As a direct and proximate cause of ARM's breach of contract accompanied by a fraudulent act, the Golsons incurred damages, for which ARM is liable.

69. The Golsons are further entitled to punitive damages against ARM.

FOR A FOURTEENTH DEFENSE AND BY WAY OF COUNTERCLAIM
(Slander of Title-ARM)

70. The allegations contained in the Paragraphs above, not inconsistent herewith, are incorporated herein by reference.

71. At the time ARM filed the mechanic's lien, ARM was aware that it has no valid lien against the Golsons' property and that nothing is owed to ARM on the Project.

72. At the time ARM filed the mechanic's lien, ARM was further aware that the Golsons had actually overpaid ARM and ARM owed money to the Golsons.

73. Nevertheless, with malice and knowledge that the Golsons owed no money to ARM, the Plaintiff filed the mechanic's lien, refuses to release it, and filed suit to foreclose on the lien.

74. The plaintiff publicized statement that it has a valid interest in the Golsons' real property is false, is derogatory to the Golsons' title, and is cause the Golsons special damages as a result of the diminished value of the property in the eyes of third parties.

75. As a proximate result of the plaintiff's actions, the Golsons have been damaged and are entitled to a judgment against the Plaintiff in an amount to be proven at trial.

**BY WAY OF THRID-PARTY COMPLAINT AGAINST AHMAD MAZLOOM, JOSEPH
A. GOLSON AND LYCIA B. GOLSON ALLEGE AS FOLLOWS**
(General Allegations)

76. Further answering Plaintiff's Complaint herein, Defendants Joseph A. Golson and Lycia B. Golson reiterate al of the allegations above, as if fully repeated herein; and allege this Third-Party Complaint in accordance with the South Carolina Rules of Civil Procedure.

77. Third-Party Plaintiffs Joseph A. Golson and Lycia B. Golson are citizens and residents of Lexington County, South Carolina.

78. Third-Party Defendant Ahmad Mazloom ("Mazloom") is the principal and owner of ARM Quality Builders, LLC d/b/a ARM Quality Builders ("ARM") and is a resident of Lexington County, South Carolina.

79. Plaintiff has sued Third-Party Plaintiffs, and Third-Party Plaintiffs have counter-sued Plaintiff alleging liability and damages arising out of the construction of their home located at 207 Libby Ariail Lane Chapin, SC 29036 ("the Project").

80. In accordance with the applicable South Carolina Rules of Civil Procedure, pleads this Third-Party Complaint.

81. At all relevant times hereto, Mazloom was a licensed home builder under the laws of the State of South Carolina and was engaged in the practice of residential construction in Lexington County.

82. Mazloom was the license qualifier for the construction Project that is the subject of this civil action and, at all relevant times hereto, acted on behalf of himself and ARM with respect to the Project.

**FOR A FIFTEENTH DEFENSE AND BY WAY OF COUNTERCLAIM AND THIRD-
PARTY COMPLAINT**

(Negligent Misrepresentation-ARM and Mazloom)

83. The allegations contained in the Paragraphs above, not inconsistent herewith, are incorporated herein by reference.

84. ARM and Mazloom submitted requests for payment representing that the request reflected actual costs incurred in performance of the work under the Contract.

85. The requests for payment did not reflect actual costs properly allocated to the Project.

86. The representations of ARM and Mazloom to the Golsons regarding payment due under the Contract was false.

87. ARM and Mazloom had a pecuniary interest in making the representations based on the representations having been made in the course of ARM's business and the tendency of said representations to induce the Golsons' to pay ARM monies that were not properly due ARM.

88. ARM and Mazloom owed a duty of care to the Golsons to see that it communicated truthful information to the Golsons.

89. ARM and Mazloom breached that duty by failing to exercise due care and communicate truthfully to the Golsons.

90. The Golsons justifiably relied on the representations of ARM and Mazloom regarding the alleged costs incurred for the Project and the amounts properly due ARM.

91. As a proximate result of the Golsons' reliance on the representations made by ARM and Mazloom, the Golsons have suffered a pecuniary loss and are entitled to recover from ARM an amount to be proven at trial.

**FOR AN SIXTEENTH DEFENSE AND BY WAY OF COUNTERCLAIM AND THIRD-
PARTY COMPLAINT**

(Constructive Fraud -ARM and Mazloom)

92. The allegations contained in the Paragraphs above, not inconsistent herewith, are incorporated herein by reference.

93. Mazloom, individually and on behalf of ARM, submitted requests for payment representing that the request reflected actual costs incurred in performance of the work under the Contract.

94. Upon information and belief, the requests for payment did not reflect actual costs properly allocated to the Project.

95. The representations of ARM and Mazloom to the Golsons regarding payment due under the Contract was false.

96. The representations were material, insofar as it played a role in the Golsons' decision to pay monies to ARM that were not properly due.

97. ARM and Mazloom knew or should have known of the falsity of the representation.

98. ARM and Mazloom intended for the Golsons to rely upon and act upon the representation, and the Golsons, being ignorant of the falsity of said representation and having a right to rely on the truthfulness of the representation, did so rely by paying monies to ARM that were not properly due.

99. The Golsons suffered a pecuniary loss as a direct and proximate result of their reliance.

100. As a result of ARM and Mazloom's fraudulent misrepresentation, the Golsons are entitled to damages in an amount to be proven at trial.

**FOR A SEVENTEENTH DEFENSE AND BY WAY OF COUNTERCLAIM AND
THIRD-PARTY COMPLAINT**

(Fraud in the Inducement-ARM and Mazloom)

101. The allegations contained in the Paragraphs above, not inconsistent herewith, are incorporated herein by reference.

102. Mazloom, individually and on behalf of ARM, submitted requests for payment representing that the request reflected actual costs incurred in performance of the work under the Contract.

103. Upon information and belief, the requests for payment did not reflect actual costs properly allocated to the Project.

104. The representations of ARM and Mazloom to the Golsons regarding payment due under the Contract was false.

105. The representations were material, insofar as it played a role in the Golsons' decision to pay monies to ARM that were not properly due.

106. ARM and Mazloom had knowledge of the falsity of the representation.

107. ARM and Mazloom intended for the Golsons to rely upon and act upon the representation, and the Golsons, being ignorant of the falsity of said representation and having a right to rely on the truthfulness of the representation, did so rely by paying monies to ARM that were not properly due.

108. ARM and Mazloom's fraudulent misrepresentation was in conscious disregard of the Golsons' rights.

109. The Golsons suffered a pecuniary loss as a direct and proximate result of their reliance.

110. As a result of ARM and Mazloom's fraudulent misrepresentation, the Golsons are entitled to actual and punitive damages in an amount to be proven at trial.

**FOR AN EIGHTEENTH DEFENSE AND BY WAY OF COUNTERCLAIM AND
THIRD-PARTY COMPLAINT**

(Violation of the SC UTPA -ARM and Mazloom)

111. The allegations contained in the Paragraphs above, not inconsistent herewith, are incorporated herein by reference.

112. Mazloom, individually and on behalf of ARM, engaged in unfair trade practices in one or more of the following particulars:

- a. Instructing one or more of ARM's subcontractors to draft false invoices and submitting the false invoices to the Golsons in an effort to make it appear that the charges were legitimate and induce the Golsons to pay monies ARM was not owed;
- b. Altering invoices and/or drafting false invoices and submitting the false invoices to the Golsons in an effort to make it appear that the charges were legitimate and induce the Golsons to pay monies ARM was not owed;
- c. Drafting fake checks totaling over \$70,000.00 and submitting copies of the fake checks to the Golsons to make it appear to the Golsons that ARM made payments to certain subcontractors for their work on the Project. The fake checks were never drawn on any bank account owned by ARM or Mazloom and were submitted to the Golsons to induce the Golsons to reimburse ARM for money ARM was not owed;
- d. Intentionally billing the Golsons for work not performed;
- e. Failing to apply proper credits to the Golsons and concealing from the Golsons that ARM received credits for certain labor and materials supplied to the Project;
- f. Billing the Golsons for labor and materials ARM supplied to other projects, including renovations at Mazloom's personal residence.

113. These actions constitute a violation of the South Carolina Unfair Trade Practices Act S.C. Code Ann. § 39-5-10 *et seq.* (the “Act”).

114. Mazloom, individually and on behalf of ARM, authorized, directed, employed and participated in the unfair and deceptive acts.

115. Arm and Mazloom’s unfair and deceptive practices affect the public interest and have the potential for repetition, if it has not already been repeated.

116. ARM and Mazloom used and employed the unfair or deceptive methods, acts and practices willfully and knowingly in violation of the Act.

117. The Golsons suffered an ascertainable loss as a proximate result of ARM and Mazloom’s use or employment of the unfair or deceptive methods, acts or practices.

118. Accordingly, the Golsons are entitled to their actual damages from ARM and Mazloom, jointly and severally, in an amount to be determined by the trier of fact.

119. Further, the Golsons are entitled to have their recovery of actual damages trebled in accordance with S.C. Code Ann. § 39-5-140, and to recover reasonable attorney’s fees.

FOR A NINETEENTH DEFENSE AND BY WAY OF COUNTERCLAIM AND THIRD-PARTY COMPLAINT

(Piercing the Corporate Veil/Alter Ego -ARM and Mazloom)

120. The allegations contained in the Paragraphs above, not inconsistent herewith, are incorporated herein by reference.

121. Upon information and belief, Mazloom incorporated ARM and/or caused it to be incorporated.

122. Mazloom, upon information and belief, has dominated and controlled ARM such that it has been merely an alter ego of Mazloom conceived to shield Mazloom from personal liability resulting from his construction and renovation of structures in South Carolina.

123. Upon information and belief, Mazloom has failed to follow the necessary corporate formalities, as required by law, and has undercapitalized ARM, siphoned corporate funds for personal use, used corporate facilities and employees for personal ends, and has otherwise so intermingled his personal and financial affairs with the corporation that it has become Mazloom's alter ego.

124. Upon information and belief, the alter ego relationship between ARM and Mazloom, entitles the Golsons to pierce the corporate veil and/or disregard the corporate forms and recover against the individual, Mazloom.

WHEREFORE, having fully answered ARM's Complaint, Defendants pray for relief as follows:

- a. That ARM's Complaint be dismissed with prejudice as to the Golsons;
- b. That the Golsons be awarded judgment on its Counterclaims against the Plaintiff in an amount to be determined at trial, together with together with all consequential, incidental, punitive, special and treble damages, pre-judgment interest, attorneys' fees, costs and expenses;
- c. That the Golsons be awarded judgment on its Third-Party Complaint against Ahmad Mazloom in an amount to be determined at trial, together with together with all consequential, incidental, punitive, special and treble damages, pre-judgment interest, attorneys' fees, costs and expenses; and
- d. For such other and further relief as this Court may deem just and proper.

BRUNER, POWELL, WALL & MULLINS, LLC

/s/ Caitlin C. Heyward ESQ.

E. Wade Mullins, III #3525

Caitlin C. Heyward #101158

Post Office Box 61110

Columbia, South Carolina 29260-1110

(803)252-7693

Attorneys for Joseph A. Golson and Lycia B. Golson

July 9, 2018
Columbia, South Carolina

STATE OF SOUTH CAROLINA)
COUNTY OF LEXINGTON)

IN THE COURT OF COMMON PLEAS
FOR THE ELEVENTH JUDICIAL CIRCUIT

ARM Quality Builders LLC d/b/a)
ARM Quality Builders,)
Plaintiff,)

Civil Action No.: 2017-CP-32-02204

-vs-

**ANSWER TO COUNTERCLAIMS AND
THIRD-PARTY COMPLAINT**

Joseph A. Golson and Lycia B. Golson, and)
Branch Banking and Trust Company, LLC)
Defendants.)

Joseph A. Golson and Lycia B. Golson,)
Third-Party Plaintiffs,)

-vs-

Ahmad Mazloom,)
Third-Party Defendant.)

The Plaintiff (hereinafter referred to as "ARM") and Third-Party Defendant (hereinafter "Mazloom"), Answering the Counterclaims of Defendants Joseph A. Golson and Lycia B. Golson and the Third-Party Complaint of Joseph A. Golson and Lycia B. Golson, alleges as follows:

FOR A FIRST DEFENSE

1. Plaintiff is informed and believes paragraphs 55, 65, 70, 76, 83, 92, 101, 111, and 120 of the Counterclaims and Third-Party Complaint require no response.
2. ARM denies the allegations contained in paragraphs 61, 63, 64, 66, 67, 68, 69, 71, 72, 73, 74, and 75 of the Twelfth, Thirteen and Fourteenth Defenses and Counterclaim.

3. ARM admits the allegations contained in paragraph 59 and 62 of the Twelfth Defense and Counterclaim.

4. ARM admits the allegations contained in paragraph 56 but affirmatively alleges any negotiations by Ahmad Mazloom was in his official capacity as the principal of ARM Quality Builders, LLC.

5. In regards to paragraph 57, ARM admits the first and second sentences but denies the remaining allegations therein and demands strict proof thereof.

6. In regards to the paragraph 58, ARM admits the first sentence but denies the remaining allegations and demands strict proof thereof.

7. Mazloom admits the allegations contained in paragraphs 77, 78, 79, 80, 81 and 82 84, 93 and 102 of the Third-Party Complaint; but any submitted request by the individual Defendant was in his capacity as a principal in ARM Quality Builders, LLC.

8. ARM and Mazloom deny the allegations contained in paragraphs 85, 86, 87, 89, 90, 91, 94, 95, 96, 97, 98, 99, 100, 103, 104, 105, 106, 107, 108, 109, 110, 112, 113, 114, 115, 116, 117, 118, 119, 122, 123, and 124 of the Fifteenth through Nineteenth Defenses and Third-Party Complaint.

9. ARM and Mazloom admit the allegations contained in paragraph 88 but affirmatively alleges any negotiations by Ahmad Mazloom was in his official capacity as the principal of ARM Quality Builders, LLC.

10. ARM and Mazloom admit the allegations contained in paragraph 121 of the Fifteenth through Nineteenth Defenses and Third-Party Complaint.

FOR A SECOND DEFENSE

11. Third-Party Defendant, Ahmad Mazloom, in his course of dealings with the Defendants, was always only in his capacity as a principal in ARM Quality Builders, LLC.

WHEREFORE, having fully answered the Counterclaims of Defendants Joseph A. Golson and Lycia B. Golson and the Third-Party Complaint of Joseph A. Golson and Lycia B. Golson, ARM and Mazloom the same be dismissed; the relief requested in Plaintiff's Complaint be granted and for such other and further relief if this Court may deem just and proper.

DAVIS FRAWLEY, LLC

/s/ James Randall Davis

James Randall Davis, SC Bar No. 1580
140 East Main Street, Post Office Box 489
Lexington, South Carolina 29072
Phone No.: (803) 359-2512

ATTORNEYS FOR PLAINTIFF
AND THIRD-PARTY DEFENDANT

Lexington, South Carolina

August 9, 2018

STATE OF SOUTH CAROLINA)
COUNTY OF LEXINGTON)
ARM Quality Builders LLC d/b/a,)
ARM Quality Builders,)
Plaintiff(s),)
v.)
Joseph A. Golson and Lycia B. Golson)
and Branch Banking and Trust Company,)
Defendants)

Joseph A. Golson and Lycia B. Golson,)
Third-Party Plaintiffs)
v.)
Ahmad Mazloom,)
Third-Party Defendant)

IN THE COURT OF COMMON PLEAS

Case No.: 2017-CP-32-02204

**NOTICE OF MOTION AND MOTION
TO DISMISS/DISSOLVE
MECHANIC'S LIEN**

**TO: JAMES RANDALL DAVIS ESQ., COUNSEL FOR PLAINTIFF AND THIRD-
PARTY DEFENDANT**

YOU WILL PLEASE TAKE NOTICE that the Defendants Joseph A. Golson and Lycia B. Golson ("Defendants"), by and through their undersigned duly authorized counsel, will move before the Presiding Judge of the Eleventh Judicial Circuit, at the Lexington County Courthouse in Lexington, South Carolina, on the tenth (10th) day following service hereof, or as soon thereafter as counsel can be heard, for an Order dissolving and/or dismissing the lien claimant's mechanic's lien, filed with the Lexington County Register or Deeds and recorded in Book 19199 pages 295-300 and attached hereto as **Exhibit A**. Defendants further move of an Order awarding

them the attorneys' fees incurred by Defendants in defending the lien pursuant to S.C. Code § 29-5-10.

The grounds for Defendants' motion are that (1) the lien claimant ARM Quality Builders LLC the property owners, Defendants Joseph A. Golson and Lycia B. Golson, as evidenced by the affidavit of non-service included on the last page of **Exhibit A**, (2) there is no money owed to ARM Quality Builders LLC and (3) ARM Quality Builders cannot satisfy the statutory requirement necessary for asserting and claiming a lien within the parameters of S.C. Code § 29-5-10.

This Motion is further supported by affidavits, argument and/or other materials as may be filed and served upon the parties in accordance with Rule 56 prior to the hearing on this Motion.

BRUNER, POWELL, WALL & MULLINS, LLC

/s/ Caitlin C. Heyward ESQ.
E. Wade Mullins, III #3525
Caitlin C. Heyward #101158
Post Office Box 61110
Columbia, South Carolina 29260-1110
(803)252-7693
Attorneys for Joseph A. Golson and Lycia B. Golson

August 14, 2018
Columbia, South Carolina

COPY

STATE OF SOUTH CAROLINA)
)
 COUNTY OF LEXINGTON)
)
 ARM Quality Builders LLC d/b/a)
 ARM Quality Builders,)
)
 Claimant,)
)
 v.)
)
 Joseph A. Golson and)
 Lycia B. Golson,)
)
 Defendants.)
)

**NOTICE OF CERTIFICATE OF
 MECHANIC'S LIEN**

NOTICE IS HEREBY GIVEN, that ARM Quality Builders LLC d/b/a ARM Quality Builders ("Claimant") is due the principal sum of Fifty-five Thousand Eighty-five and 52/100 (\$55,085.52) Dollars from Joseph A. Golson and Lycia B. Golson, as more fully shown on the attached Statement of Account which is made a party of this Notice and Certificate of Mechanic's Lien as *Exhibit A*, together with interest and attorney's fees as allowed by law.

That said debt is due Claimant for labor performed or furnished, and/or for materials furnished for improvements to the real estate hereinafter described, by virtue of an agreement with, or by consent of Joseph A. Golson and Lycia B. Golson, the owner thereof, or an entity or person(s) authorized by, or rightfully acting for, said owner. That Claimant would show that less than ninety (90) days have elapsed since the last date that labor was performed or furnished and/or materials were furnished on the premises.

That by virtue thereof, by the service and filing of this Notice and Certificate, and pursuant to the provisions of applicable law, Claimant has and claims a lien to secure the payment of the debt so due, together with interest, attorney's fees, and the costs of enforcing said lien upon the following described real estate and all improvements thereon:

See attached Exhibit B

SC License Number of Claimant is 14040.

The foregoing is true to the knowledge of the undersigned on behalf of Claimant.

DAVIS FRAWLEY, LLC

By: _____

James Randall Davis
140 East Main Street
Post Office Box 489
Lexington, South Carolina 29072
Phone No.: (803) 359-2512

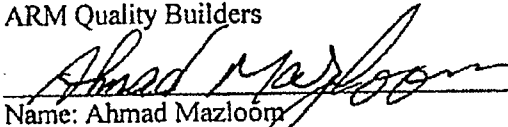
Lexington, South Carolina

May 4, 2017

STATE OF SOUTH CAROLINA)
)
 COUNTY OF LEXINGTON) **VERIFICATION**

PERSONALLY appeared before me the undersigned, who, being first duly sworn, deposes and says that he is the authorized agent and owner of ARM Quality Builders LLC d/b/a ARM Quality Builders, the Plaintiff in the foregoing action, and is authorized to make this Affidavit on behalf of said company; that he is familiar with the account forming the basis for the within action and has read the foregoing Notice of Mechanic's Lien and Statement of Account; that all of the matters alleged therein are true of his own knowledge except for those alleged upon opinion and belief, and as to those, he believes them to be true and that no part of said sum due has been paid by discount or otherwise.

ARM Quality Builders LLC d/b/a
 ARM Quality Builders


 Name: Ahmad Mazloom

SWORN to before me this 4th
 day of May, 2017.

 (L.S.)
 Notary Public of South Carolina
 My commission expires: 2-2-2023

JAMES RANDALL DAVIS
 NOTARY PUBLIC
 SOUTH CAROLINA
 MY COMMISSION EXPIRES
 JANUARY 22, 2023

EXHIBIT A

207 Libby Ariail Lane, Chapin, SC

Construction Cost \$ 388,998.66

Paid by Joe & Lycia.....\$ 18,247.05

Arm Quality Builders 15% \$ 61,086.86

Total Construction Cost \$ 468,332.57

Received From BB&T & Joe and Lycia..... \$ 413,247.05

Amount Owed to Arm Quality Builders..... \$ 55,085.52

Heated Area 2,558 sq. ft.

Garage/Storage.....662 sq. ft.

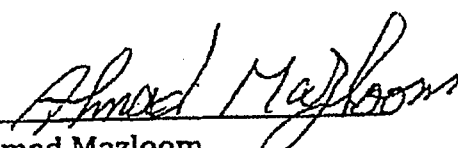
Back Porch.....225 sq. ft.

Front & Side Porch.....105 sq. ft.

Total Square Feet Under Roof.....3,325 sq. ft.

Cost Per Square Foot..... \$ 135.20 sq. ft.

Builder warranties this house fully for the period of one year. The heating and air is warrantied for one year labor and 10 years, parts only by the manufacturer.


Ahmad Mazloom
ARM Quality Builders

February 11, 2017

COPY

EXHIBIT B

All that certain piece, parcel or lot or tract of land, with any improvements thereon, lying, being and situate on het Waters of Lake Murray, on the Northern side of a 30-foot street, near the Town of Hilton, in the County of Lexington, State of South Carolina, in the School District No. 5 the same being designated as LOT NUMBER THIRTY-TWO (32) in BLOCK "A" on a Plat of "Lake Point" made by William Wingfield, Reg., Surveyor, dated March 18, 1960, and recorded in the Office of the ROD in Lexington County in Plat Book 47-G at Page 74, and bounded as follows: On the North by Lake Murray, measuring thereon in the aggregate Ninety-Four and 4/10 (94.4') feet; on the East by lot 31, Block "A", measuring thereon One Hundred Twenty (120.0') feet; on the South by said 30-foot Street, measuring thereon One Hundred Thirty (130') feet; and on the West by Lot 33, Block "A", measuring thereon One Hundred Sixty-Four and 1/10 (164.1') feet; be all measurements a little more or less.

DERIVATION: This being the property conveyed to Joseph A. Golson and Lycia B. Golson by Deed of Joseph A. Golson dated April 15, 2016, and recorded in the Office of the Register of Deeds for Lexington County, South Carolina on April 19, 2016 in Book 18312 at Page 225.

TMS # 001630-02-030

COPY

STATE OF SOUTH CAROLINA)
COUNTY OF LEXINGTON)

ARM Quality Builders LLC d/b/a)
ARM Quality Builders,)
Claimant)

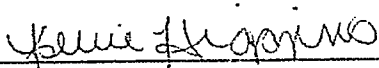
Vs.)

Joseph A. Golson and)
Lycia B. Golson,)
Defendants)

Affidavit Of Non- Service

PERSONALLY, PREPARED BEFORE ME, the undersigned deponent, who being duly sworn says that (s)he attempted to serve the Notice of Certificate of Mechanic's Lien, Verification, Exhibit A and Exhibit B in this action on Joseph A. Golson and Lycia B. Golson by delivery to said parties in Lexington, SC at 207 Libby Ariail Lane Chap:n, South Carolina, on May 9, 2017 at 7:21p.m. o'clock; however was unsuccessful due to the residence being unoccupied.

Sworn to and Subscribed before me
this 11th day of May, 2017.


Notary Public for South Carolina

My Commission expires 8/31/19


Signature of Deponent

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF LEXINGTON	)	Case No.: 2017-CP-32-02204
	)	
ARM Quality Builders LLC d/b/a,	)	
ARM Quality Builders,	)	
	)	AFFIDVAIT OF ATTORNEYS' FEES
Plaintiff(s),	)	
	)	
v.	)	
	)	
Joseph A. Golson and Lycia B. Golson	)	
and Branch Banking and Trust Company,	)	
	)	
Defendants	)	
	)	
Joseph A. Golson and Lycia B. Golson,	)	
	)	
Third-Party Plaintiffs	)	
	)	
v.	)	
	)	
Ahmad Mazloom,	)	
	)	
Third-Party Defendant	)	
	)	

PERSONALLY APPEARED BEFORE ME, Caitlin C. Heyward, attorney for the above-named Defendants, Joseph A. Golson and Lycia B. Golson, being first duly sworn, deposes and states as follows:

1. I am an attorney with the firm Bruner, Powell, Wall & Mullins, LLC, in Columbia, South Carolina, and this firm represents the Defendants, Joseph A. Golson and Lycia B. Golson, in the above-captioned matter.

2. This firm was retained by Joseph A. Golson and Lycia B. Golson to defend the Mechanic's Lien and Suit to Foreclose the Mechanic's lien that are the subject of the above-referenced action.

3. In Defending the Action, Defendants engaged in extensive discovery. Defendants were forced to issue no less than twenty (20) subpoenas and noticed the depositions of four (4) subcontractors and the Plaintiff, for a total of (5) depositions. The court reporter and transcript fees for those (5) depositions totaled One Thousand Three Hundred Forty-Seven and 25/100 Dollars (\$1,347.25), not including attorney time.

4. The purpose of the extensive discovery was to prove that Plaintiff offered no rational basis for filing a lien against Defendants in the amount of \$55,085.52, that the lien was untimely, and that the Defendants were nor properly served.

5. Defendants were forced so subpoena every subcontractor for their invoices and prepare a reverse-accounting of the invoices produced by Plaintiff that Plaintiff claimed represented that costs incurred by Plaintiff on the Project, many of which proved to be manipulated by the Plaintiff or false.

6. Defendants also incurred attorneys' fees in connection with the preparation and defense of the deposition of Defendant Joseph Golson.

7. In Defending Joseph A. Golson and Lycia B. Golson in this action, the Defendants have incurred attorneys' fees in the amount of Twenty-Nine Thousand Three Hundred and Fifty Four Dollars and 00/100 (\$29,354.00) and costs in the amount of Two Thousand Six Hundred Twenty Two and 09/100 Dollars (\$2,622.09) for a total of Thirty-One Thousand Nine Hundred Fifty Six and 09/100 Dollars (\$31,956.09) in attorneys' fees and costs.

8. All of the attorneys' fees and costs stated herein is for work done within the scope of defending against the Mechanic's Lien.

9. Defendants are billed hourly by the undersigned for and this case is not billed on a contingency basis.

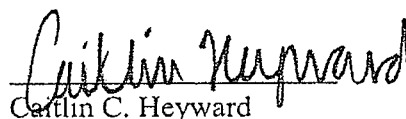
10. As of August 31, 2018, Attorney E. Wade Mullins III has incurred 22 hours of attorney time at a rate of \$200.00 per hour in connection with the defense of the Mechanic's Lien for a total of \$4,400.00.

11. As of August 31, 2018, Attorney Caitlin C. Heyward has incurred 147 hours hour attorney time at a rate of \$150.00 per hour in connection with the defense of the Mechanic's Lien for a total of \$22,050.00.

12. As of August 31, 2018, Bruner Powell has billed Defendants for 36.3 hours of paralegal time at a rate of \$80 per hour in connection with the defense of the Mechanic's Lien for a total of \$2,904.00.

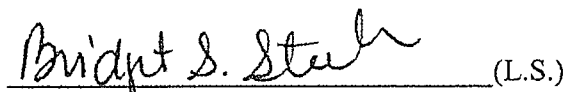
13. As such, the Defendants are entitled to and award of \$31,956.09 in attorneys' fees and costs in accordance with S.C. Code Ann. § 29-5-10 to -20.

FURTHER AFFIANT SAYETH NOT.


Caitlin C. Heyward

SWORN TO BEFORE ME

this 10th day of September 2018

 (L.S.)

Bridget S. Steele (Printed Name)

Notary Public for South Carolina

My Commission Expires 3/9/2028 (SEAL)

STATE OF SOUTH CAROLINA)
COUNTY OF LEXINGTON)
ARM Quality Builders LLC d/b/a,)
ARM Quality Builders,)
Plaintiff(s),)
v.)
Joseph A. Golson and Lycia B. Golson)
and Branch Banking and Trust Company,)
Defendants)

Joseph A. Golson and Lycia B. Golson,)
Third-Party Plaintiffs)
v.)
Ahmad Mazloom,)
Third-Party Defendant)

IN THE COURT OF COMMON PLEAS

Case No.: 2017-CP-32-02204

AFFIDAVIT OF JOSEPH A. GOLSON

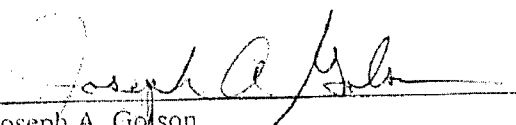
PERSONALLY APPEARED BEFORE ME the undersigned Joseph A. Golson, who,

being duly sworn, deposes and says:

1. I am an adult over the age of 21 years and am competent to make this affidavit.
2. I am a Defendant and Third-Party Plaintiff in this action, and I have personal knowledge of the facts alleged in the Answer, Counterclaims and Third-Party Complaint.
3. My wife, Lycia B. Golson, and I hired Amad Mazloom ("Mazloom") with ARM Quality Builders, LLC ("ARM") to build our home located at 207 Libby Ariail Lane in Chapin, SC 29036 ("the Project" or "the Home").

4. The Project was completed, and a certificate of occupancy was issued in January 2017.
5. The last date Mazloom, ARM, any of its/his subcontractors or materials suppliers, and/or any one on its/his behalf performed work or delivered materials to the Project was in January 2017.
6. I moved into the Home with my wife in January 2017.
7. Mazloom presented my wife and me with a final bill for the Project on February 11, 2017, which is attached hereto as Exhibit A.
8. No materials were delivered or incorporated into the Home, and no work was performed on the Home, by or on behalf of Mazloom, ARM, or any of its/his subcontractors in February 2017.
9. No work was performed on the Home, and no materials were delivered or incorporated into the Home after Mazloom submitted his final bill on February 11, 2017.
10. My wife and I disputed the charges on Mazloom's February 11, 2017 final bill.
11. On April 17, 2017, Mazloom, through his attorney, produced the Winnsupply receipt and invoices attached hereto as Exhibit B, as part of the purported backup for the February 11, 2017 final bill.
12. Included in Exhibit B is Winnsupply Invoice No. 337012-00 in the amount of \$1,069.15, which indicates plumbing items, including bath and shower drain and pvc pipe fittings, were shipped on February 16, 2017. (See Exhibit B, ARM 000092-94).
13. The materials indicated in Exhibit B (ARM 000092-94) were not delivered to or incorporated into the Project and do not relate to the Project in any way. All bathrooms, plumbing fixtures, and plumbing-related work was installed and completed in January 2017 at the latest, prior to Mazloom's final bill and the February 16, 2017 Winnsupply invoice.

14. I was never served a copy of the Notice and Certificate of Mechanic's Lien that is the subject of Plaintiff's foreclosure action in the above-captioned lawsuit by mail, personal service, or otherwise.
15. To my knowledge, a copy of the Mechanic's Lien was never taped, posted, or otherwise attached to the Home, including the front door.
16. I did not authorize my attorneys, E. Wade Mullins III and Caitlin C. Heyward, with Bruner Powell Wall and Mullins, LLC or any other person or entity to accept service of the Mechanic's Lien on my behalf.
17. I became aware of the Mechanic's Lien in late May 2017 or June 2017, the exact date I cannot recall, after my attorney was given a courtesy copy in May 2017.
18. At all relevant times I understood and was of the expectation that ARM must serve the Mechanic's Lien on me before its lien rights could be perfected.
19. I was personally served a copy of the Summons, Complaint and Lis Pendens in this action at the Home on June 23, 2017. A copy of the Mechanic's Lien was not attached to the Complaint.
20. As of today, September 13, 2018, I have not been served a copy of the Mechanic's Lien.


Joseph A. Golson

September 13th, 2018
SWORN to and subscribed before me
this 13th day of September, 2018.


Notary Public for the State of South Carolina

My Commission Expires: August 31, 2019

EXHIBIT A

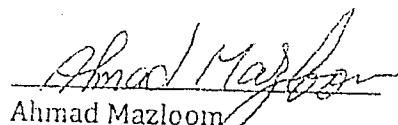
207 Libby Ariail Lane, Chapin, SC

Construction Cost\$ 388,998.66
 Paid by Joe & Lycia.....\$ 18,247.05
 Arm Quality Builders 15%\$ 61,086.86
 Total Construction Cost\$ 468,332.57
 Received From BB&T & Joe and Lycia..... \$ 413,247.05
 Amount Owed to Arm Quality Builders..... \$ 55,085.52

Heated Area 2,558 sq. ft.
 Garage/Storage.....662 sq. ft.
 Back Porch.....225 sq. ft.
 Front & Side Porch.....105 sq. ft.
 Total Square Feet Under Roof.....3,325 sq. ft.

Cost Per Square Foot..... \$ 135.20 sq. ft.

Builder warranties this house fully for the period of one year. The heating and air is warrantied for one year labor and 10 years, parts only by the manufacturer.


 Ahmad Mazloom
 ARM Quality Builders

February 11, 2017

EXHIBIT B

UNSUPPLY LEXINGTON SC CO
805 SOUTH LAKE DRIVE
LEXINGTON SC 29072-3715

Phone: 803-951-2288
Fax: 803-951-2118

CREDIT CARD REC

ARMAD PLUMBING
ARMAD PLUMBING BUILDERS
17 CANNON HILL CT
LEXINGTON SC 29073-4126
803 450 0065

Date 9/26/16
Time 14:39:29

Customer No. 3591

*****5927

YOUR LOCALLY OWNED SOURCE FOR PLUMBING SUPPLIES.

***** TRANSACTION RECORD *****
CARD TYPE: MASTER CD
CARD NUMBER: *****0927
EXP DATE: **/**
REFERENCE #: 00001377554
AUTH #: 926855 \$
SIGNATURE

(Signature)

*(1870.29) Paid 9-26-16
by card*

ARM 000089

GOLSON 000233

WinsupplyPO BOX 931319
ATLANTA GA 31193-1319**INVOICE**

Page	CUSTOMER NUMBER	INVOICE NUMBER
1 of 1	00546-000399	325465 00
DO	INVOICE DATE	INVOICE TOTAL
10	08/12/2016	\$757.76

BILL TO:AHMAD MAZLOO DBA
ARM QUALITY BUILDERS
117 CANNON TRAIL CT
LEXINGTON, SC 29073-8126To Reorder Contact Us At
Phone No: (803) 951-2288
Fax No: (803) 951-2118**SHIP TO:**207 LIBBY ARIAL LANE
CHAPIN, SC 29535

JOB NAME: LIBBY ARIAL

PURCHASE ORDER NUMBER	SALESPERSON	TYPE SHIPMENT	SHIP VIA	PAYMENT TERMS	SHIP DATE
LIBBY ARIAL LANE	010-PALMETTO WINNELSON	STOCK	OT 8/17	NET 15TH	08/12/2016

UNITS ORDERED	U/M	ITEM DESCRIPTION	UNITS SHIPPED	B/C	PRICE	DISC/RSTK	EXTENDED	TAX
1	C	065922 8H WHT TURBOSHOWER	1		5284.1500		5284.15	Y
120	D	065920 06000V PE FORMCORE	120		51.1200		6134.40	Y
140	D	065920 06000V PE FORMCORE	140		50.6500		7091.00	Y
50	D	065920 06000V PE FORMCORE	50		50.6500		2532.50	Y
140	D	065920-256 3/4X20 BLADE PEX STX	140		50.4300		7060.00	Y
140	D	065920-256 3/4X20 RED PEX STX	140		50.4300		7060.00	Y
40	D	065920-500 1/2X20 WHT PEX STX	40		50.1700		2006.80	Y
100	D	065920-500 1/2X20 BLADE PEX STX	100		50.2400		5024.00	Y
100	D	065920-500 1/2X20 RED PEX STX	100		50.2400		5024.00	Y

OUR REMIT ADDRESS HAS CHANGED. EFFECTIVE IMMEDIATELY PLEASE REMIT ALL PAYMENTS TO PO BOX 931319 ATLANTA, GA 31193-1319
All of us at Palmetto Winneisen are truly grateful for your business.

TAX AREA ID: 410630900

FEDERAL TAX ID NUMBER: 260672220

TERMS AND CONDITIONS: You agree that the sale of these products/services is subject to all of our standard terms and conditions of sale located at our website: www.winsupplyinc.com/tc-sale

PAY FULL INVOICE AMOUNT BY 09/15/2016

	Net Sales	\$708.19
	Freight	\$0.00
State Tax %6.00	State Tax	\$42.49
Local Tax %1.00	Local Tax	\$7.08
	Invoice Total	\$757.76

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. For inquiries please call (803) 951-2288.

ARM 000090

GOLSON 000234



PO BOX 931319
ATLANTA GA 31193-1319

INVOICE

Page	CUSTOMER NUMBER	INVOICE NUMBER
1 of 1	00646-000399	325958 00
DB	INVOICE DATE	INVOICE TOTAL
16	08/22/2016	\$43.38

BILL TO :

AHMAD MAZLOO DBA
ARM QUALITY BUILDERS
117 CANNON TRAIL CT
LEXINGTON, SC 29073-8120

To Reorder Contact Us At
Phone No: (803) 951-2288
Fax No: (803) 951-2110

SHIP TO:

JOB NAME: CHAPIN, SC

PURCHASE ORDER NUMBER	SALESPERSON	TYPE SHIPMENT	SHIP VIA	PAYMENT TERMS	SHIP DATE
CHAPIN, SC	010-PALMETTO WINNELSON	STOCK	PU BILLY	NET 15TH	08/22/2016

UNITS ORDERED	U/M	ITEM DESCRIPTION	UNITS SHIPPED	B/C	PRICE	DISC/RSTK	EXTENDED	TAX
2	0	S35-012 120Z INSTANT SEALANT	2		\$7.9300		\$15.86	Y
6	0	H54-050 1/2" RSP HANGI-PLUG	6		\$3.3000		\$19.80	Y
4	0	P55016-SN 5X5 SUPPL ROCK PLATE	4		\$0.7800		\$3.12	Y
		S35-013						
1	0	S6694 1/2 STABILIZER BAR	1		\$2.6400		\$2.64	Y

****OUR REMIT ADDRESS HAS CHANGED. EFFECTIVE IMMEDIATELY PLEASE REMIT
ALL PAYMENTS TO PO BOX 931319 ATLANTA, GA 31193-1319****
All of us at Palmetto Winnelson are truly grateful for your business.

TAX AREA ID: 410630000

FEDERAL TAX ID NUMBER: 260672220

TERMS AND CONDITIONS: You agree that the sale of these products/services is
subject to all of our standard terms and conditions of sale located at our website:
www.winsupplyinc.com/salesale

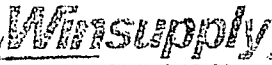
PAY FULL INVOICE AMOUNT BY 09/15/2016

	Net Sales	\$40.54
	Freight	\$0.00
State Tax %6.00	State Tax	\$2.43
Local Tax %1.00	Local Tax	\$0.41
	Invoice Total	\$43.38

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or
to process the payment as a check transaction. For inquiries please call (803) 951-2288.

ARM 000091

GOLSON 000235



WINSUPPLY LEXINGTON SC CO.
PO BOX 931319
ATLANTA, GA 31193-1319

Page	Date Received	Invoice No.
1	2/16/17	337612 60

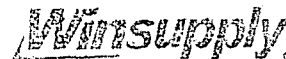
To Record Contact Us At
Phone No. : (803) 551-3366
Fax No. : (803) 551-2116 DUE 12

AHMAD MAZLOO DBA
ARM QUALITY BUILDERS
125 SWEET MELODY LN
LEXINGTON, SC 29073-7077

CHAPIN

Invoice No.	Customer Name	Address	City	State	Zip	Invoice Date			
00546-000199	CHAPIN	610-PALMETTO WING	STOCK			2/16/17			
THANKS FOR MAKING US YOUR CHOICE FOR YOUR PLUMBING NEEDS.									
Units Ordered	Qty	Item Description	Unit Price	Qty	Price	Per	Discount	Extended	Tax
3	EA	14000 781 QT CLR PVC MED CUREN		3	8.9400		.00	26.82	T
		<<PL32 MEDIUM BOTTLED>>							
1	EA	QT JIM PR-1L PVC/CPVC PRIMER		1	11.6800		.00	11.68	T
12	EA	785T 7/8IDX3/8X6 P/PT INSUL		12	.1000		.00	1.20	T
		152078							
6	EA	588T 5/8IDX3/8X6 P/PT INSUL		6	.2600		.00	1.56	T
		152058							
1	EA	62076 HALF KIT ROUGHIN PVC CP		1	8.5200		.00	8.52	T
1	EA	42213 2-3 PVC SHOWER DRAIN		1	10.8700		.00	10.87	T
100	EA	551-2C 1/2 CPVC SIOUX STRAP		100	.1300		.00	13.00	T
100	EA	551-3C 3/4 CPVC SIOUX STRAP		100	.1900		.00	19.00	T
1	EA	3/4X100 26GA GALV HANGER IRON		1	10.0900		.00	10.09	T
100	EA	NP14C-06 1/2 PEX CRIMP RINGS		100	.1900		.00	19.00	T
		0650591							
100	EA	NP14C-12 3/4 PEX CRIMP RINGS		100	.2400		.00	24.00	T
		0650552							
5	EA	N10000-PX UNVRSN 1/5 VLV BSY		5	38.8900		.00	194.45	T
1	EA	39136 1MS 12K 1/4 STD PEX		1	16.3100		.00	16.31	T
1	EA	02056 DUAL DRAIN MM09 1/2 PEX		1	26.2700		.00	26.27	T
50	EA	PS3816-SH 5X6 SLFUE BOCA PLATE		50	.7600		.00	38.00	T
		533-013							
2	EA	11909 2 PLASTIC BASE FLASH		2	4.2500		.00	8.50	T
2	EA	NP18P-1206 3/4CX1/2C CPLG		2	.8100		.00	1.62	T
		0650661							
8	EA	NP18P-12 3/4CX1/4C CPLG		8	.5300		.00	4.24	T
		0650662							
8	EA	NP18P-06 1/2CX1/2C CPLG		8	.4300		.00	3.44	T
		0650660							
4	EA	NP18P-00 1/2X1/2X1/2C TEE		4	.7100		.00	2.84	T
		0650696							
12	EA	NP18P-120805 3/4X1/2X1/2C TEE		12	1.2400		.00	14.88	T
		0650601							
12	EA	NP18P-121205 3/4X3/4X1/2C TEE		12	1.0600		.00	12.72	T
		0650699							
8	EA	NP18P-120812 3/4X1/2X3/4C TEE		8	1.0600		.00	8.48	T
		0650800							
8	EA	NP18P-12 3/4X1/4X3/4C TEE		8	1.0600		.00	8.48	T
		0650800							
Tax Area No.					Net Total				
State Tax					Weight				
State Tax					Net Tax				
Local Tax					Net Tax				
					Invoice Amount				

CONTINUED ON NEXT PAGE.....



ARM 000092

GOLSON 000235

Winsupply
WINSUPPLY LEXINGTON SC CO.
PO BOX 931319
ATLANTA, GA 31193-1319

Page	Date Printed	Invoice No.
1	9/14/17	337012 00

To Reorder Contact Us At
Phone No. : (803) 951-7288
Fax No. : (803) 951-7118 DBR 12

1000 To: AHMAD MAZLOO DBA
ARM QUALITY BUILDERS
125 SWEET MELODY LN
LEXINGTON, SC 29073-7077

1000 To: CHAPIN

Customer Order No.	Customer Order Date	Customer Name	Customer Address	Customer City	Customer State	Customer Zip
0064C-000195	CHAPIN	610-PALMETTO WINDMILL	Stock			2/16/17

THANKS FOR MAKING US YOUR CHOICE FOR YOUR PLUMBING NEEDS.

Units Ordered	Unit Price	Item Description	Unit Price	U/C	Total	Tax	Discount	Extended	Tax
6	EA	0650690 WP19P-08 1/2C ELL	0		5.800		.00	3.48	T
2	EA	0650664 WP27P-12 1/4C TEST PLUG	2		4.300		.00	.86	T
6	EA	0650823 WP19P-1212 1/4C X 1/4C ELL	6		8.600		.00	6.88	T
6	EA	0650671 WP19P-080812 1/2X1/2X1/4C TEH	6		1.070		.00	6.42	T
25	EA	0650697 WP27P-08 1/2C TEST PLUG	25		2.900		.00	7.25	T
1	EA	0650822 PC-608 2X60YD BLK ECT TPE	1		8.280		.00	8.28	T
10	EA	JONES STEPHENS HT20-073 103-18 3/4-1 HOLDRITE STRAP	10		3.190		.00	31.90	T
12	EA	US85 704 TURNOUT & 104/105 INS 552X6 2X6 105A SGL STUD SHOR	12		2.630		.00	31.56	T
20	EA	833-021 SP616100 1-1/2X6 SLFTRAILSTUDS	20		2.300		.00	4.60	T
17	EA	704 PEKRITE BEND SUPP 3/8-1/2	17		1.480		.00	25.16	T
10	EA	735-001 1-1/2" PVC TEST CAP	10		.720		.00	7.20	T
1	EA	725-003 3" PVC TEST CAP	1		.760		.00	.76	T
4	EA	1/2 BR3 125 CAP	4		3.200		.00	12.80	T
5	EA	725066 1/2CUTL PEX X FIP LF	5		1.840		.00	9.20	T
5	EA	105244-LF 72101P 1/2FIP X PEX DRP EAK LF	5		3.750		.00	18.75	T
10	EA	102544-LF 550-192 1/2 CTS BEND SUPPORT	10		.890		.00	8.90	T
1	EA	617 1/2 COPPER END CAP	1		.520		.00	.52	T
1	EA	707-1-5 1/2 CRFIP DROP ELL	1		5.320		.00	5.32	T
4	EA	3 PVCORV COUPLING	4		1.870		.00	7.48	T
2	EA	2 PVCORV COUPLING	2		.550		.00	1.10	T
2	EA	1-1/2 PVCORV COUPLING	2		.430		.00	.86	T
4	EA	1 PVCORV FPG CO (PLUG)	4		5.250		.00	21.00	T
1	EA	2 PVCORV FPG CO (PENG)	1		2.980		.00	2.98	T
4	EA	2 PVCORV HANDB NYS	4		2.610		.00	10.44	T
6	EA	3 PVCORV HANDB NYS	6		7.020		.00	42.12	T
10	EA	1-1/2 PVCORV NEM RS ELL	10		.840		.00	8.40	T

Tax Area ID: Tax Rate: Tax Amount: Invoice Amount:

CONTINUED ON NEXT PAGE.....

Winsupply

ARM 000093

GOLSON 000337

WinsupplyWINSUPPLY LEXINGTON SC CO.
PO BOX 931319
ATLANTA, GA 31193-1319

Page	Date Printed	Invoice No.
1	9/15/17	337812 00

To Reorder Contact Us At
Phone NO. : (803) 951-2208
Fax No. : (803) 951-2118 DS# 12AHMAD MAZLOO DBA
ARM QUALITY BUILDERS
125 SWEET MELODY LN
LEXINGTON, SC 29073-7077

CHAPIN

Customer Order	Customer Order Code	Address	City/State	Ship To	Ship Date
GC695-000359	CHAPIN	010-PALMETTO WINNE	Stock		9/16/17

THANKS FOR MAKING US YOUR CHOICE FOR YOUR PLUMBING NEEDS.

Qty	UOM	Item Description	Units	Price	Per	Discount	Total	Tax
2	EA	1-1/2 PVC DRY FITTING 22 ST ELL	2	1.4200		.00	6.84	T
2	EA	1-1/2 PVC DRY HXN 22-1/2 ELL	2	1.2000		.00	2.40	T
1	EA	2X1-1/2 PVC DRY COUPLING	1	1.2000		.00	1.20	T
4	EA	1-1/2 PVC DRY HXN 45 ELL	4	.0200		.00	3.20	T
4	EA	1-1/2 PVC DRY FITTING 45 ST ELL	4	.8600		.00	3.44	T
2	EA	41816 4X3 PVC 45 SWVL CLOSET FL	2	9.8500		.00	19.70	T
3	EA	903-PT 1X4 PVC TWO CLOSET FL	3	2.5800		.00	7.74	T
3	EA	1X1X2 PVC DRY HXN HYE	3	5.2000		.00	15.60	T
2	EA	1X1X2 PVC DRY SAN TEE	2	4.6100		.00	9.22	T
1	EA	1X2 PVC DRY CROSS	1	11.3000		.00	11.30	T
6	EA	3 PVC DRY HXN 45 ELL	6	3.4500		.00	20.70	T
8	EA	3 PVC DRY FITTING 45 ST ELL	8	1.2700		.00	26.16	T
2	EA	3 PVC DRY HXN 22-1/2 ELL	2	3.7000		.00	7.40	T
1	EA	2" PVC B-TIGAP HXN SOLV WELD	1	3.7500		.00	3.75	T
1	EA	1-1/2 PVC B-TIGAP HXN SOLV WELD	1	2.7900		.00	2.79	T
2	EA	3 PVC DRY FITTING 22 ST ELL	2	5.7400		.00	11.48	T
1	EA	1-1/2 PVC DRY HXN HYE SAN TEE	1	1.4500		.00	1.45	T
2	EA	2X1-1/2 PVC DRY CROSS	2	3.4100		.00	6.82	T
3	EA	2X1-1/2 PVC DRY SAN TEE	3	1.6900		.00	5.07	T
2	EA	2 PVC DRY HXN HYE SAN TEE	2	2.1400		.00	4.28	T
10	EA	3 PVC DRY FITTING 45 ST ELL	10	1.2500		.00	12.50	T
12	EA	2 PVC DRY HXN 45 ELL	12	1.1700		.00	14.04	T
2	EA	3 PVC DRY HXN 22-1/2 ELL	2	1.4900		.00	2.98	T
2	EA	3 PVC DRY FITTING 22 ST ELL	2	3.6500		.00	7.30	T
14	EA	3 PVC DRY HXN 90 ELL	14	1.3200		.00	18.48	T

***OUR REMIT ADDRESS HAS CHANGED. EFFECTIVE IMMEDIATELY PLEASE REMIT
ALL PAYMENTS TO PO BOX 931319 ATLANTA, GA 31193-1319***

All of us at Palmetto Winnelson are truly grateful for your business.

NET 15TH

Pay full balance by 9/15/17

Tax Area	Rate	Amount
GA Area 101	15.00000000	281.21
GA Area 102	1.00000000	1.00
GA Area 103	1.00000000	1.00
GA Area 104	1.00000000	1.00
GA Area 105	1.00000000	1.00
GA Area 106	1.00000000	1.00
GA Area 107	1.00000000	1.00
GA Area 108	1.00000000	1.00
GA Area 109	1.00000000	1.00
GA Area 110	1.00000000	1.00
GA Area 111	1.00000000	1.00
GA Area 112	1.00000000	1.00
GA Area 113	1.00000000	1.00
GA Area 114	1.00000000	1.00
GA Area 115	1.00000000	1.00
GA Area 116	1.00000000	1.00
GA Area 117	1.00000000	1.00
GA Area 118	1.00000000	1.00
GA Area 119	1.00000000	1.00
GA Area 120	1.00000000	1.00
GA Area 121	1.00000000	1.00
GA Area 122	1.00000000	1.00
GA Area 123	1.00000000	1.00
GA Area 124	1.00000000	1.00
GA Area 125	1.00000000	1.00
GA Area 126	1.00000000	1.00
GA Area 127	1.00000000	1.00
GA Area 128	1.00000000	1.00
GA Area 129	1.00000000	1.00
GA Area 130	1.00000000	1.00
GA Area 131	1.00000000	1.00
GA Area 132	1.00000000	1.00
GA Area 133	1.00000000	1.00
GA Area 134	1.00000000	1.00
GA Area 135	1.00000000	1.00
GA Area 136	1.00000000	1.00
GA Area 137	1.00000000	1.00
GA Area 138	1.00000000	1.00
GA Area 139	1.00000000	1.00
GA Area 140	1.00000000	1.00
GA Area 141	1.00000000	1.00
GA Area 142	1.00000000	1.00
GA Area 143	1.00000000	1.00
GA Area 144	1.00000000	1.00
GA Area 145	1.00000000	1.00
GA Area 146	1.00000000	1.00
GA Area 147	1.00000000	1.00
GA Area 148	1.00000000	1.00
GA Area 149	1.00000000	1.00
GA Area 150	1.00000000	1.00
GA Area 151	1.00000000	1.00
GA Area 152	1.00000000	1.00
GA Area 153	1.00000000	1.00
GA Area 154	1.00000000	1.00
GA Area 155	1.00000000	1.00
GA Area 156	1.00000000	1.00
GA Area 157	1.00000000	1.00
GA Area 158	1.00000000	1.00
GA Area 159	1.00000000	1.00
GA Area 160	1.00000000	1.00
GA Area 161	1.00000000	1.00
GA Area 162	1.00000000	1.00
GA Area 163	1.00000000	1.00
GA Area 164	1.00000000	1.00
GA Area 165	1.00000000	1.00
GA Area 166	1.00000000	1.00
GA Area 167	1.00000000	1.00
GA Area 168	1.00000000	1.00
GA Area 169	1.00000000	1.00
GA Area 170	1.00000000	1.00
GA Area 171	1.00000000	1.00
GA Area 172	1.00000000	1.00
GA Area 173	1.00000000	1.00
GA Area 174	1.00000000	1.00
GA Area 175	1.00000000	1.00
GA Area 176	1.00000000	1.00
GA Area 177	1.00000000	1.00
GA Area 178	1.00000000	1.00
GA Area 179	1.00000000	1.00
GA Area 180	1.00000000	1.00
GA Area 181	1.00000000	1.00
GA Area 182	1.00000000	1.00
GA Area 183	1.00000000	1.00
GA Area 184	1.00000000	1.00
GA Area 185	1.00000000	1.00
GA Area 186	1.00000000	1.00
GA Area 187	1.00000000	1.00
GA Area 188	1.00000000	1.00
GA Area 189	1.00000000	1.00
GA Area 190	1.00000000	1.00
GA Area 191	1.00000000	1.00
GA Area 192	1.00000000	1.00
GA Area 193	1.00000000	1.00
GA Area 194	1.00000000	1.00
GA Area 195	1.00000000	1.00
GA Area 196	1.00000000	1.00
GA Area 197	1.00000000	1.00
GA Area 198	1.00000000	1.00
GA Area 199	1.00000000	1.00
GA Area 200	1.00000000	1.00

WinsupplyWhen you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment in a cash transaction. For inquiries please call (803) 951-2209.
TAX: You agree that the sale of these products/services is subject to all of our standard terms and conditions of sale located at www.winsupply.com/terms.

ARM 000094

GOLSON 000238

Winsupply

PO BOX 931319
ATLANTA GA 31193-1319

INVOICE

Page	CUSTOMER NUMBER	INVOICE NUMBER
1 of 1	00646-000359	334414 00
09	INVOICE DATE	INVOICE TOTAL
5	01/06/2017	\$9.67

BILL TO :

AHMAD MAZLOO DBA
ARM QUALITY BUILDERS
125 SWEET MELODY LN
LEXINGTON, SC 290737077

To Reorder Contact Us At
Phone No: (803) 951-2288
Fax No: (803) 951-2118

SHIP TO:

JOB NAME: CHAPIN JOB

PURCHASE ORDER NUMBER	SALESPERSON	TYPE SHIPMENT	SHIP VIA	PAYMENT TERMS	SHIP DATE
CHAPIN JOB	010-PALMETTO WINNELSON	STOCK	PU BILLY	NET 15TH	01/06/2017

UNITS ORDERED	U/M	ITEM DESCRIPTION	UNITS SHIPPED	U/C	PRICE	DISC/STK	EXTENDED	TAX
1	0	400A STOUT ASIPH FILL VLV	1		\$7.5400		\$7.54	Y
1	0	54 BAG KERRY ECONOMY PAPER (52P)	1		\$1.5000		\$1.50	Y

*Paid 1-10-17
by Card
2,459.35*

OUR REMIT ADDRESS HAS CHANGED. EFFECTIVE IMMEDIATELY PLEASE REMIT ALL PAYMENTS TO PO BOX 931319 ATLANTA, GA 31193-1319
All of us at Palmetto Winnelison are truly grateful for your business.

TAX AREA ID: 410630000

FEDERAL TAX ID NUMBER: 260672220

TERMS AND CONDITIONS: You agree that the sale of these products/services is subject to all of our standard terms and conditions of sale located at our website: www.winsupplyinc.com/tesale

PAY FULL INVOICE AMOUNT BY 02/15/2017

	Net Sales	\$9.04
	Freight	\$0.00
State Tax %6.00	State Tax	\$0.54
Local Tax %1.00	Local Tax	\$0.09
	Invoice Total	\$9.67

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. For inquiries please call (803) 951-2288.

ARM 000095

GOLSON 000239

11/01/2016 12:06:13M 21255

WinsupplyPO BOX 931319
ATLANTA GA 31193-1319**INVOICE**

Page	CUSTOMER NUMBER	INVOICE NUMBER
1 of 1	00646-000399	333630 00
DB	INVOICE DATE	INVOICE TOTAL
16	12/22/2016	\$946.37

BILL TO:AHMAD MAZLOO DBA
ARM QUALITY BUILDERS
125 SWEET MELODY LN
LEXINGTON, SC 290737077To Reorder Contact Us At
Phone No: (803) 951-2288
Fax No: (803) 951-2118

SHIP TO:

JOB NAME: CHAPIN

PURCHASE ORDER NUMBER	SALESPERSON	TYPE SHIPMENT	SHIP VIA	PAYMENT TERMS	SHIP DATE
CHAPIN	016-PALMETTO WINNELSON	STOCK		NET 15TH	12/22/2016

UNITS ORDERED	U/M	ITEM DESCRIPTION	UNITS SHIPPED	U/C	PRICE	DISC/STK	EXTENDED	TAX
1	Q	ATOS10 LP NON-CONDO TANKLESS TACACI T-R4-05 LP *** BEGIN SERIAL NUMBERS *** 1646103970915 *** END SERIAL NUMBERS ***	1		\$798.7100		\$798.71	Y
1	Q	6027670005 PIPE COVER	1		\$77.1500		\$77.15	Y
1	Q	A33-002 #10X1-1/4 ANCHOR KIT	1		\$8.5000		\$8.50	Y

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ALL PAYMENTS TO PO BOX 931319 ATLANTA, GA 31193-1319***
All of us at Palmetto Winnelson are truly grateful for your business.

TAX AREA ID: 410630000

FEDERAL TAX ID NUMBER: 260672220

TERMS AND CONDITIONS: You agree that the sale of these products/services is
subject to all of our standard terms and conditions of sale located at our website:
www.winsupplyinc.com/tc-sale

PAY FULL INVOICE AMOUNT BY 01/15/2017

	Net Sales	\$864.46
	Freight	\$0.00
State Tax %6.00	State Tax	\$53.06
Local Tax %1.00	Local Tax	\$8.85
	Invoice Total	\$946.37

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or
to process the payment as a check transaction. For inquiries please call (803) 951-2288.

ARM 000096

GOLSON 000240

WinsupplyPO BOX 931319
ATLANTA GA 31193-1319**INVOICE**

Page	CUSTOMER NUMBER	INVOICE NUMBER
1 of 1	00046-000309	333738 00
DATE	INVOICE DATE	INVOICE TOTAL
17	12/23/2016	\$180.52

BILL TO:

AHMAD MAZLOO DBA
ARM QUALITY BUILDERS
125 SWEET MELODY LN
LEXINGTON, SC 290737077To Reorder Contact Us At
Phone No: (803) 951-2288
Fax No: (803) 951-2110

SHIP TO:

JOB NAME: CHAPIN

PURCHASE ORDER NUMBER	SALESPERSON	TYPE SHIPMENT	SHIP VIA	PAYMENT TERMS	SHIP DATE
CHAPIN	010-PALMETTO WINNELSON	STOCK	PU GILLY	NET 15TH	12/23/2016

UNITS ORDERED	U/M	ITEM DESCRIPTION	UNITS SHIPPED	D/C	PRICE	DISC/RSTK	EXTENDED	TAX
2	0	66108 SCRN KIT ONE	2		\$39.8400		\$79.68	Y
1	0	1-1/2 PVC P-TRAP RKN SOLV WELD	1		\$2.7800		\$2.78	Y
2	0	2 PVCOW HXN 45 ELL	2		\$1.1700		\$2.34	Y
1	0	041-1085 OIL RUSSED STRAINER	1		\$20.9000		\$20.90	Y
1	0	2 PVCOW COUPLING	1		\$0.3500		\$0.35	Y
1	0	2X1-1/2 PVCOW COUPLING	1		\$1.2000		\$1.20	Y
1	0	62076 HALF KIT ROUGHEN PVC CP	1		\$9.5200		\$9.52	Y
2	0	2 PVCOW PCKN 45 ST ELL	2		\$1.2500		\$2.50	Y
2	0	2 PVCOW PCKN 22 ST ELL	2		\$3.6500		\$7.30	Y
1	0	25-515 4 OZ PRO-POXY 20 PUTTY	1		\$8.8700		\$8.87	Y
1	0	1-1/2 PVCOW HXNHN SAN TER	1		\$1.1800		\$1.18	Y
1	0	30735 10.300 CLEAR SILICONE	1		\$7.9100		\$7.91	Y
2	0	1/2X2-1/2 BRZ S40 RHP	3		\$3.7000		\$11.10	Y
3	0	1/2X2 GALV S40 STL RHP	3		\$1.1100		\$3.33	Y
3	0	1/2X1-1/2 GALV S40 STL RHP	3		\$1.1200		\$3.36	Y
3	0	1/2X2 BRZ S40 RHP	3		\$2.2500		\$6.75	Y

****OUR REMIT ADDRESS HAS CHANGED. EFFECTIVE IMMEDIATELY PLEASE REMIT ALL PAYMENTS TO PO BOX 931319 ATLANTA, GA 31193-1319****
All of us at Palmetto Winnelson are truly grateful for your business.

TAX AREA ID: 410630000

FEDERAL TAX ID NUMBER: 260072220

TERMS AND CONDITIONS: You agree that the sale of these products/services is subject to all of our standard terms and conditions of sale located at our website: www.winsupplyinc.com/icsale

PAY FULL INVOICE AMOUNT BY 01/15/2017

	Net Sales	\$169.71
	Freight	\$0.00
State Tax %6.00	State Tax	\$10.12
Local Tax %1.00	Local Tax	\$1.69
	Invoice Total	\$180.52

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. For inquiries please call (803) 951-2288.

ARM 000097

GOLSON 000241



PO BOX 931319
ATLANTA GA 31193-1319

INVOICE

Page	CUSTOMER NUMBER	INVOICE NUMBER
1 of 1	00646-000399	333248 00
DB	INVOICE DATE	INVOICE TOTAL
12	12/16/2016	\$83.40

BILL TO:

AHMAD MAZLOO DBA
ARM QUALITY BUILDERS
125 SWEET MELODY LN
LEXINGTON, SC 290737077

To Reorder Contact Us At
Phone No: (803) 951-2288
Fax No: (803) 951-2118

SHIP TO:

JOB NAME: CHAPIN

PURCHASE ORDER NUMBER	SALESPERSON	TYPE SHIPMENT	SHIP VIA	PAYMENT TERMS	SHIP DATE
CHAPIN	010-PALMETTO WINNELSON	STOCK		NET 15TH	12/16/2016

UNITS ORDERED	U/M	ITEM DESCRIPTION	UNITS SHIPPED	B/C	PRICE	DISCRSTK	EXTENDED	TAX
4	0	POB1PG-SXC 6" P-O LAV SUP FIT	4		\$12.9900		\$77.96	Y
OUR REMIT ADDRESS HAS CHANGED. EFFECTIVE IMMEDIATELY PLEASE REMIT ALL PAYMENTS TO PO BOX 931319 ATLANTA, GA 31193-1319 All of us at Palmetto Winnelson are truly grateful for your business.								

TAX AREA ID: 410630000

FEDERAL TAX ID NUMBER: 260672220

TERMS AND CONDITIONS: You agree that the sale of these products/services is subject to all of our standard terms and conditions of sale located at our website: www.winsupplyinc.com/tcinfo

PAY FULL INVOICE AMOUNT BY 01/15/2017

	Net Sales	\$77.96
	Freight	\$0.00
State Tax %0.00	State Tax	\$4.60
Local Tax %1.00	Local Tax	\$0.78
	Invoice Total	\$83.40

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. For inquiries please call (803) 951-2288.

ARM 000098

GOLSON 000242

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF LEXINGTON	)	Case No.: 2017-CP-32-02204
	)	
ARM Quality Builders LLC d/b/a,	)	
ARM Quality Builders,	)	
	)	
Plaintiff(s),	)	AFFIDAVIT OF LYCIA B. GOLSON
	)	
v.	)	
	)	
Joseph A. Golson and Lycia B. Golson	)	
and Branch Banking and Trust Company,	)	
	)	
Defendants	)	
_____	)	
Joseph A. Golson and Lycia B. Golson,	)	
	)	
Third-Party Plaintiffs	)	
	)	
v.	)	
	)	
Ahmad Mazloom,	)	
	)	
Third-Party Defendant	)	
_____	)	

PERSONALLY APPEARED BEFORE ME the undersigned Lycia B. Golson, who,
being duly sworn, deposes and says:

1. I am an adult over the age of 21 years and am competent to make this affidavit.
2. I am a Defendant and Third-Party Plaintiff in this action, and I have personal knowledge of the facts alleged in the Answer, Counterclaims and Third-Party Complaint.
3. My husband, Joseph A. Golson, and I hired Amad Mazloom ("Mazloom") with ARM Quality Builders, LLC ("ARM") to build our home located at 207 Libby Ariail Lane in Chapin, SC 29036 ("the Project" or "the Home").

4. The Project was completed, and a certificate of occupancy was issued in January 2017.
5. The last date Mazloom, ARM, any of its/his subcontractors or materials suppliers, and/or any one on its/his behalf performed work or delivered materials to the Project was in January 2017.
6. I moved into the Home with my husband in January 2017.
7. Mazloom presented my husband and me with a final bill for the Project on February 11, 2017, which is attached hereto as **Exhibit A**.
8. No materials were delivered or incorporated into the Home, and no work was performed on the Home, by or on behalf of Mazloom, ARM, or any of its/his subcontractors in February 2017.
9. No work was performed on the Home, and no materials were delivered or incorporated into the Home after Mazloom submitted his final bill on February 11, 2017.
10. My husband and I disputed the charges on Mazloom's February 11, 2017 final bill.
11. On April 17, 2017, Mazloom, through his attorney, produced the Winnsupply receipt and invoices attached hereto as **Exhibit B**, as part of the purported backup for the February 11, 2017 final bill.
12. Included in **Exhibit B** is Winnsupply Invoice No. 337012-00 in the amount of \$1,069.15, which indicates plumbing items, including bath and shower drain and pvc pipe fittings, were shipped on February 16, 2017. (See **Exhibit B**, ARM 000092-94).
13. The materials indicated in **Exhibit B** (ARM 000092-94) were not delivered to or incorporated into the Project and do not relate to the Project in any way. All bathrooms, plumbing fixtures, and plumbing-related work was installed and completed in January 2017 at the latest, prior to Mazloom's final bill and the February 16, 2017 Winnsupply invoice.

14. I was never served a copy of the Notice and Certificate of Mechanic's Lien that is the subject of Plaintiff's foreclosure action in the above-captioned lawsuit by mail, personal service, or otherwise.
15. To my knowledge, a copy of the Mechanic's Lien was never taped, posted, or otherwise attached to the Home, including the front door.
16. I did not authorize my attorneys, E. Wade Mullins III and Caitlin C. Heyward, with Bruner Powell Wall and Mullins, LLC or any other person or entity to accept service of the Mechanic's Lien on my behalf.
17. I became aware of the Mechanic's Lien in late May 2017 or June 2017, the exact date I cannot recall, after my attorney was given a courtesy copy in May 2017.
18. At all relevant times I understood and was of the expectation that ARM must serve the Mechanic's Lien on me before its lien rights could be perfected.
19. I was personally served a copy of the Summons, Complaint and Lis Pendens in this action at the Home on June 23, 2017. A copy of the Mechanic's Lien was not attached to the Complaint.
20. As of today, September 13, 2018, I have not been served a copy of the Mechanic's Lien.

Lycia B. Golson
Lycia B. Golson

September 13, 2018
SWORN to and subscribed before me
this 13th day of September, 2018.

Linda S. Langford
Notary Public for the State of South Carolina

My Commission Expires: August 31, 2019

EXHIBIT A

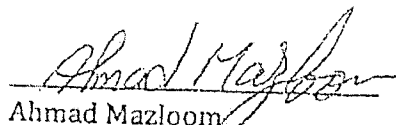
207 Libby Ariail Lane, Chapin, SC

Construction Cost\$ 388,998.66
 Paid by Joe & Lycia.....\$ 18,247.05
 Arm Quality Builders 15%\$ 61,086.86
 Total Construction Cost\$ 468,332.57
 Received From BB&T & Joe and Lycia..... \$ 413,247.05
 Amount Owed to Arm Quality Builders..... \$ 55,085.52

Heated Area 2,558 sq. ft.
 Garage/Storage.....662 sq. ft.
 Back Porch.....225 sq. ft.
 Front & Side Porch.....105 sq. ft.
 Total Square Feet Under Roof.....3,325 sq. ft.

Cost Per Square Foot..... \$ 135.20 sq. ft.

Builder warranties this house fully for the period of one year. The heating and air is warrantied for one year labor and 10 years, parts only by the manufacturer.


 Ahmad Mazloom
 ARM Quality Builders

February 11, 2017

EXHIBIT B

WINSUPPLY LEXINGTON SC CO
855 SOUTH LAKE DRIVE
LEXINGTON, SC 29072-3715

Phone: 803-951-2288
Fax: 803-951-2118

CREDIT CARD REF.

ARMAD MAZLO DBA
ARM QUALITY BUILDERS
117 CANNON BRILL CT
LEXINGTON, SC 29073-8126
803-359-6065

Date - 9/26/16
Time - 14.39.29

Customer No. 399

YOUR LOCALLY OWNED SOURCE FOR PLUMBING SUPPLIES.

*****6927

TRANSACTION RECORD

CARD TYPE: MASTER CD
CARD NUMBER: *****6927
EXP DATE: **/**
REFERENCE #: W00013277554
AUTH #: 026858 \$
SIGNATURE

1870.29 Paid 9-26-16
by Card

ARM 000089

GOLSON 000233



PO BOX 931319
ATLANTA GA 31193-1319

INVOICE

Page	CUSTOMER NUMBER	INVOICE NUMBER
1 of 1	00646-000399	325465 00
DB	INVOICE DATE	INVOICE TOTAL
10	08/12/2016	\$757.76

BILL TO :

AHMAD MAZLOO DBA
ARM QUALITY BUILDERS
117 CANNON TRAIL CT
LEXINGTON, SC 29073-8126

To Reorder Contact Us At
Phone No: (803) 951-2288
Fax No: (803) 951-2118

SHIP TO:

207 LIBBY ARIAL LANE
CHAPIN, SC 29036

JOB NAME: LIBBY ARIAL

PURCHASE ORDER NUMBER	SALESPERSON	TYPE SHIPMENT	SHIP VIA	PAYMENT TERMS	SHIP DATE
LIBBY ARIAL LANE	010-PALMETTO WINNELSON	STOCK	OT 8/12	NET 15TH	08/12/2016

UNITS ORDERED	U/M	ITEM DESCRIPTION	UNITS SHIPPED	B/C	PRICE	DISC/RSTK	EXTENDED	TAX
1	0	GE6032 RH WHT TUB&SHOWER	1		\$284.1900		\$284.19	Y
120	0	3X20 PVC DWV PE FOAMCORE	120		\$1.1200		\$134.40	Y
140	0	2X20 PVC DWV PE FOAMCORE	140		\$0.6000		\$84.00	Y
60	0	1-1/2X20 PVC DWV PE FOAMCORE	60		\$0.4600		\$27.60	Y
140	0	WPTS12-25B 3/4X20 BLUE PEX STX 0650407	140		\$0.4300		\$60.20	Y
140	0	WPTS12-25R 3/4X20 RED PEX STX 0650405	140		\$0.4300		\$60.20	Y
40	0	WPTS08-50W 1/2X20 WHT PEX STX 0650408	40		\$0.2400		\$9.60	Y
100	0	WPTS08-50B 1/2X20 BLUE PEX STX 0650406	100		\$0.2400		\$24.00	Y
100	0	WPTS08-50R 1/2X20 RED PEX STX 0650404	100		\$0.2400		\$24.00	Y

****OUR REMIT ADDRESS HAS CHANGED. EFFECTIVE IMMEDIATELY PLEASE REMIT
ALL PAYMENTS TO PO BOX 931319 ATLANTA, GA 31193-1319****
All of us at Palmetto Winnelson are truly grateful for your business.

TAX AREA ID: 410630000

FEDERAL TAX ID NUMBER: 260672220

TERMS AND CONDITIONS: You agree that the sale of these products/services is
subject to all of our standard terms and conditions of sale located at our website:
www.winsupplyinc.com/tcsale

PAY FULL INVOICE AMOUNT BY 09/15/2016

	Net Sales	\$708.19
	Freight	\$0.00
State Tax %6.00	State Tax	\$42.49
Local Tax %1.00	Local Tax	\$7.08
	Invoice Total	\$757.76

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or
to process the payment as a check transaction. For inquiries please call (803) 951-2288.

ARM 000090

GOLSON 000234



PO BOX 931319
ATLANTA GA 31193-1319

INVOICE

Page	CUSTOMER NUMBER	INVOICE NUMBER
1 of 1	00646-000399	325958 00
DB	INVOICE DATE	INVOICE TOTAL
16	08/22/2016	\$43.38

BILL TO :

AHMAD MAZLOO DBA
ARM QUALITY BUILDERS
117 CANNON TRAIL CT
LEXINGTON, SC 29073-8126

To Reorder Contact Us At
Phone No: (803) 951-2288
Fax No: (803) 951-2118

SHIP TO:

7616

JOB NAME: CHAPIN,SC

PURCHASE ORDER NUMBER	SALESPERSON	TYPE SHIPMENT	SHIP VIA	PAYMENT TERMS	SHIP DATE
CHAPIN,SC	010-PALMETTO WINNELSON	STOCK	PU BILLY	NET 15TH	08/22/2016

UNITS ORDERED	U/M	ITEM DESCRIPTION	UNITS SHIPPED	B/C	PRICE	DISC/RSTK	EXTENDED	TAX
2	0	S30-012 12OZ INSTANT SEALANT	2		\$7.5300		\$15.06	Y
6	0	H54-050 1/2" MIP HANDI-PLUG	6		\$3.3000		\$19.80	Y
4	0	PS5816-SN 5X8 SLFNL BOCA PLATE	4		\$0.7600		\$3.04	Y
		S33-013						
1	0	86694 1/2 STABILIZER BAR	1		\$2.6400		\$2.64	Y

****OUR REMIT ADDRESS HAS CHANGED. EFFECTIVE IMMEDIATELY PLEASE REMIT
ALL PAYMENTS TO PO BOX 931319 ATLANTA, GA 31193-1319****
All of us at Palmetto Winnelson are truly grateful for your business.

TAX AREA ID: 410630000

FEDERAL TAX ID NUMBER: 260672220

TERMS AND CONDITIONS: You agree that the sale of these products/services is
subject to all of our standard terms and conditions of sale located at our website:
www.winsupplyinc.com/tcsale

PAY FULL INVOICE AMOUNT BY 09/15/2016

	Net Sales	\$40.54
	Freight	\$0.00
State Tax %6.00	State Tax	\$2.43
Local Tax %1.00	Local Tax	\$0.41
	Invoice Total	\$43.38

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or
to process the payment as a check transaction. For inquiries please call (803) 951-2288.

ARM 000091

GOLSON 000235

Remit To:

WinsupplyWINSUPPLY LEXINGTON SC CO.
PO BOX 931319
ATLANTA, GA 31193-1319

Page	Date Printed	Invoice No.
1	2/16/17	337012 00

To Reorder Contact Us At
Phone No. : (803)951-2288
Fax No .. : (803) 951-2118 DB# 12

Sold To:

AHMAD MAZLOO DBA
ARM QUALITY BUILDERS
125 SWEET MELODY LN
LEXINGTON, SC 29073-7077

Ship To:

CHAPIN

Customer Number	Customer Purchase Order	Salesperson	Type Shipments	Ship VIA	Date Shipped
00646-000399	CHAPIN	010-PALMETTO WINNE	Stock		2/16/17

THANKS FOR MAKING US YOUR CHOICE FOR YOUR PLUMBING NEEDS.

Units Ordered	U/M	Item Description	Units Shipped	B/C	Price	Per	Discount	Extended	Tax
3	EA	14006 781 QT CLR PVC MED CEMEN <<PL32 MEDIUM BODIED>>	3		8.9400		.00	26.82	T
1	EA	QT JIM PR-1L PVC/CPVC PRIMER	1		11.6800		.00	11.68	T
12	EA	78BT 7/8IDX3/8X6' P/FT INSUL I52078	12		.3000		.00	3.60	T
6	EA	58BT 5/8IDX3/8X6' P/FT INSUL I52058	6		.2600		.00	1.56	T
1	EA	62076 HALF KIT ROUGHEN PVC CP	1		8.5300		.00	8.53	T
1	EA	42213 2-3 PVC SHOWER DRAIN	1		10.8700		.00	10.87	T
100	EA	551-2C 1/2 CPVC SIOUX STRAP	100		.1300		.00	13.00	T
100	EA	551-3C 3/4 CPVC SIOUX STRAP	100		.1900		.00	19.00	T
1	EA	3/4X100 28GA GALV HANGER IRON	1		10.0900		.00	10.09	T
100	EA	WP14C-08 1/2 PEX CRIMP RINGS 0650551	100		.1900		.00	19.00	T
100	EA	WP14C-12 3/4 PEX CRIMP RINGS 0650552	100		.2400		.00	24.00	T
5	EA	R10000-PX UNVRSL T/S VLV BDY	5		38.8900		.00	194.45	T
1	EA	39136 IMB 12K 1/4 STND PEX	1		16.3100		.00	16.31	T
1	EA	82056 DUAL DRAIN WMOB 1/2 PEX	1		26.2700		.00	26.27	T
50	EA	PSS816-SN 5X8 SLFNL BOCA PLATE S33-013	50		.7600		.00	38.00	T
2	EA	11909 2 PLASTIC BASE FLASH	2		4.2900		.00	8.58	T
2	EA	WP15P-1208 3/4CX1/2C CPLG 0650661	2		.8100		.00	1.62	T
8	EA	WP15P-12 3/4CX3/4C CPLG 0650662	8		.5300		.00	4.24	T
8	EA	WP15P-08 1/2CX1/2C CPLG 0650660	8		.4300		.00	3.44	T
4	EA	WP18P-08 1/2X1/2X1/2C TEE 0650696	4		.7100		.00	2.84	T
12	EA	WP18P-120808 3/4X1/2X1/2C TEE 0650801	12		1.2400		.00	14.88	T
12	EA	WP18P-121208 3/4X3/4X1/2C TEE 0650699	12		1.0600		.00	12.72	T
8	EA	WP18P-120812 3/4X1/2X3/4C TEE 0650800	8		1.0600		.00	8.48	T
8	EA	WP18P-12 3/4X3/4X3/4C TEE	8		1.0600		.00	8.48	T

Terms: Monthly Service Charge May Be Applied To Past Due Accounts.

Tax Area ID:	Net Sales	-----
-----	Freight	-----
State Tax %	State Tax	-----
Local Tax %	Local Tax	-----
-----	Invoice Amount	-----

CONTINUED ON NEXT PAGE.....

Winsupply

INVOICE# : Laser Invoice

ARM 000092

GOLSON 000236

Sent To:

WinsupplyWINSUPPLY LEXINGTON SC CO.
PO BOX 931319
ATLANTA, GA 31193-1319

Page	Date Printed	Invoice No.
2	2/16/17	337012 00

To Reorder Contact Us At
Phone No. : (803) 951-2288
Fax No .. : (803) 951-2118 DB# 12

Sold To:

Ship To:

AHMAD MAZLOO DBA
ARM QUALITY BUILDERS
125 SWEET MELODY LN
LEXINGTON, SC 29073-7077

CHAPIN

Customer Number	Customer Purchase Order	Salesperson	Type Shipment	Ship Via	Date Shipped
00646-000399	CHAPIN	010-PALMETTO WINNE	Stock		2/16/17

THANKS FOR MAKING US YOUR CHOICE FOR YOUR PLUMBING NEEDS.

Units Ordered	U/M	Item Description	Units Shipped	B/C	Price	Per	Discount	Extended	Tax
6	EA	0650698 WP19P-08 1/2C ELL	6		.5800		.00	3.48	T
2	EA	0650669 WP27P-12 3/4C TEST PLUG	2		.4300		.00	.86	T
8	EA	0650823 WP19P-1212 3/4CX3/4C ELL	8		.8600		.00	6.88	T
6	EA	0650671 WP18P-080812 1/2X1/2X3/4C TEE	6		1.0700		.00	6.42	T
25	EA	0650697 WP27P-08 1/2C TEST PLUG	25		.2900		.00	7.25	T
1	EA	0650822 PC-609 2X60YD BLK DUCT TAPE	1		8.2800		.00	8.28	T
10	EA	JONES STEPHENS #T20-023 103-18 3/4-1 HOLDRITE STRAP	10		3.1900		.00	31.90	T
12	EA	USES 704 TURNOUT & 104/105 INS SS2X6 2X6 18GA SGL STUD SHOE	12		2.6300		.00	31.56	T
20	EA	S33-021 SP616100 1-1/2X6 SLFNAILRSTUDG	20		.2300		.00	4.60	T
17	EA	704 PEXRITE BEND SUPP 3/8-1/2	17		1.4800		.00	25.16	T
10	EA	T35-001 1-1/2" PVC TEST CAP	10		.7200		.00	7.20	T
1	EA	T35-003 3" PVC TEST CAP	1		.7600		.00	.76	T
4	EA	1/2 BRZ 125 CAP	4		3.2000		.00	12.80	T
5	EA	72300F 1/2CPLG PEX X FIP LF	5		1.8400		.00	9.20	T
5	EA	105244-LF 72101P 1/2FIP X PEX DRP EAR LF	5		3.7500		.00	18.75	T
10	EA	102344-LF 550-PB2 1/2 CTS BEND SUPPORT	10		.8900		.00	8.90	T
1	EA	617 1/2 COPPER END CAP	1		.5200		.00	.52	T
1	EA	707-3-S 1/2 CXFIP DROP ELL	1		5.3200		.00	5.32	T
4	EA	3 PVCDWV COUPLING	4		1.8700		.00	7.48	T
2	EA	2 PVCDWV COUPLING	2		.5500		.00	1.10	T
2	EA	1-1/2 PVCDWV COUPLING	2		.4300		.00	.86	T
4	EA	3 PVCDWV FTG CO +PLUG	4		5.2500		.00	21.00	T
1	EA	2 PVCDWV FTG CO +PLUG	1		2.9800		.00	2.98	T
4	EA	2 PVCDWV HXHXH WYE	4		2.6100		.00	10.44	T
6	EA	3 PVCDWV HXHXH WYE	6		7.0200		.00	42.12	T
10	EA	1-1/2 PVCDWV HXH 90 ELL	10		.8400		.00	8.40	T

Terms: Monthly Service Charge May Be Applied To Past Due Accounts.

Tax Area ID:	Net Sales	-----
-----	Freight	-----
State Tax %	State Tax	-----
Local Tax %	Local Tax	-----
	Invoice Amount	-----

CONTINUED ON NEXT PAGE.....

Winsupply

LWVOTCELP : Lower Invoice

ARM 000093

GOLSON 000237

Bill To: **Winsupply**
 WINSUPPLY LEXINGTON SC CO.
 PO BOX 931319
 ATLANTA, GA 31193-1319

Page	Date Printed	Invoice No.
3	2/16/17	337012 00

To Reorder Contact Us At
 Phone No. : (803) 951-2288
 Fax No. : (803) 951-2118 DB# 12

Sold To:

Ship To:

AHMAD MAZLOO DBA
 ARM QUALITY BUILDERS
 125 SWEET MELODY LN
 LEXINGTON, SC 29073-7077

CHAPIN

Customer Number	Customer Purchase Order	Salesman	Type Shipment	Ship Via	Date Shipped
00646-000399	CHAPIN	010-PALMETTO WINNE	Stock		2/16/17

THANKS FOR MAKING US YOUR CHOICE FOR YOUR PLUMBING NEEDS.

Units Ordered	U/M	Item Description	Units Shipped	B/C	Price	Per	Discount	Extended	Tax
2	EA	1-1/2 PVCDWV FTGXH 22 ST ELL	2		3.4200		.00	6.84	T
2	EA	1-1/2 PVCDWV HXH 22-1/2 ELL	2		1.2000		.00	2.40	T
1	EA	2X1-1/2 PVCDWV COUPLING	1		1.2000		.00	1.20	T
4	EA	1-1/2 PVCDWV HXH 45 ELL	4		.8200		.00	3.28	T
4	EA	1-1/2 PVCDWV FTGXH 45 ST ELL	4		.8600		.00	3.44	T
2	EA	43816 4X3 PVC 45 SWVL CLST FLG	2		9.8500		.00	19.70	T
3	EA	883-PT 3X4 PVC TKO CLOSET FL	3		2.5800		.00	7.74	T
3	EA	3X3X2 PVCDWV HXHXH WYE	3		5.2000		.00	15.60	T
2	EA	3X3X2 PVCDWV SAN TEE	2		4.6100		.00	9.22	T
1	EA	3X2 PVCDWV CROSS	1		11.3000		.00	11.30	T
6	EA	3 PVCDWV HXH 45 ELL	6		3.4500		.00	20.70	T
8	EA	3 PVCDWV FTGXH 45 ST ELL	8		3.2700		.00	26.16	T
2	EA	3 PVCDWV HXH 22-1/2 ELL	2		3.7000		.00	7.40	T
1	EA	2 PVC P-TRAP HXH SOLV WELD	1		3.7600		.00	3.76	T
1	EA	1-1/2 PVC P-TRAP HXH SOLV WELD	1		2.7900		.00	2.79	T
2	EA	3 PVCDWV FTGXH 22 ST ELL	2		5.7400		.00	11.48	T
1	EA	1-1/2 PVCDWV HXHXH SAN TEE	1		1.4500		.00	1.45	T
2	EA	2X1-1/2 PVCDWV CROSS	2		3.4100		.00	6.82	T
3	EA	2X1-1/2 PVCDWV SAN TEE	3		1.8900		.00	5.67	T
2	EA	2 PVCDWV HXHXH SAN TEE	2		2.1400		.00	4.28	T
10	EA	2 PVCDWV FTGXH 45 ST ELL	10		1.2500		.00	12.50	T
12	EA	2 PVCDWV HXH 45 ELL	12		1.1700		.00	14.04	T
2	EA	2 PVCDWV HXH 22-1/2 ELL	2		1.4900		.00	2.98	T
2	EA	2 PVCDWV FTGXH 22 ST ELL	2		3.6500		.00	7.30	T
14	EA	2 PVCDWV HXH 90 ELL	14		1.3200		.00	18.48	T

****OUR REMIT ADDRESS HAS CHANGED. EFFECTIVE IMMEDIATELY PLEASE REMIT ALL PAYMENTS TO PO BOX 931319 ATLANTA, GA 31193-1319****

All of us at Palmetto Winnelson are truly grateful for your business.

Terms: Monthly Service Charge May Be Applied To Past Due Accounts.
 NET 15TH

Pay full balance by 3/15/17

Tax Area ID:	Net Sales	999.21
SC-410630000	Freight	.00
State Tax @ 6.000	State Tax	59.97
Local Tax @ 1.000	Local Tax	2.97
	Invoice Amount	1,069.15

Winsupply

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. For inquiries please call (803) 951-2288.

T&C: You agree that the sale of these products/services is subject to all of our standard terms and conditions of sale located at www.winsupplyinc.com/tcsale.

ARM 000094

GOLSON 000238

WinsupplyPO BOX 931319
ATLANTA GA 31193-1319**INVOICE**

Page	CUSTOMER NUMBER	INVOICE NUMBER
1 of 1	00646-000399	334414 00
DB	INVOICE DATE	INVOICE TOTAL
5	01/06/2017	\$9.67

BILL TO :

279  AHMAD MAZLOO DBA
ARM QUALITY BUILDERS
125 SWEET MELODY LN
LEXINGTON, SC 290737077

61

To Reorder Contact Us At
Phone No: (803) 951-2288
Fax No: (803) 951-2118

SHIP TO:

JOB NAME: CHAPIN JOB

PURCHASE ORDER NUMBER	SALESPERSON	TYPE SHIPMENT	SHIP VIA	PAYMENT TERMS	SHIP DATE
CHAPIN JOB	010-PALMETTO WINNELSON	STOCK	PU BILLY	NET 15TH	01/06/2017

UNITS ORDERED	U/M	ITEM DESCRIPTION	UNITS SHIPPED	B/C	PRICE	DISC/RSTK	EXTENDED	TAX
1	0	400A 9T014 ASIPH FILL VLV	1		\$7.5400		\$7.54	Y
1	0	54 BAG KORKY ECONOMY FLAPPER (52P)	1		\$1.5000		\$1.50	Y

*Paid 1-10-17
by Card*

2459.35

****OUR REMIT ADDRESS HAS CHANGED. EFFECTIVE IMMEDIATELY PLEASE REMIT
ALL PAYMENTS TO PO BOX 931319 ATLANTA, GA 31193-1319****
All of us at Palmetto Winnelson are truly grateful for your business.

TAX AREA ID: 410630000

FEDERAL TAX ID NUMBER: 260672220

TERMS AND CONDITIONS: You agree that the sale of these products/services is
subject to all of our standard terms and conditions of sale located at our website:
www.winsupplyinc.com/tcsale

PAY FULL INVOICE AMOUNT BY 02/15/2017

	Net Sales	\$9.04
	Freight	\$0.00
State Tax %6.00	State Tax	\$0.54
Local Tax %1.00	Local Tax	\$0.09
	Invoice Total	\$9.67

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or
to process the payment as a check transaction. For inquiries please call (803) 951-2288.

ARM 000095

GOLSON 000239

7400150.2016120953501.00259

WinsupplyPO BOX 931319
ATLANTA GA 31193-1319**INVOICE**

Page	CUSTOMER NUMBER	INVOICE NUMBER
1 of 1	00646-000399	333630 00
DB	INVOICE DATE	INVOICE TOTAL
16	12/22/2016	\$946.37

BILL TO :

AHMAD MAZLOO DBA
ARM QUALITY BUILDERS
125 SWEET MELODY LN
LEXINGTON, SC 290737077

To Reorder Contact Us At
Phone No: (803) 951-2288
Fax No: (803) 951-2118

SHIP TO:

JOB NAME: CHAPIN

PURCHASE ORDER NUMBER	SALESPERSON	TYPE SHIPMENT	SHIP VIA	PAYMENT TERMS	SHIP DATE
CHAPIN	010-PALMETTO WINNELSON	STOCK		NET 15TH	12/22/2016

UNITS ORDERED	U/M	ITEM DESCRIPTION	UNITS SHIPPED	B/C	PRICE	DISC/RSTK	EXTENDED	TAX
1	0	ATO310 LP NON-CONDG TANKLESS TAKAGI T-K4-OS LP *** BEGIN SERIAL NUMBERS *** 1646103970915 **** END SERIAL NUMBERS ****	1		\$798.7100		\$798.71	Y
1	0	9007670005 PIPE COVER	1		\$77.1900		\$77.19	Y
1	0	A33-002 #10X1-1/4 ANCHOR KIT	1		\$8.5600		\$8.56	Y
****OUR REMIT ADDRESS HAS CHANGED. EFFECTIVE IMMEDIATELY PLEASE REMIT ALL PAYMENTS TO PO BOX 931319 ATLANTA, GA 31193-1319**** All of us at Palmetto Winnelson are truly grateful for your business.								

TAX AREA ID: 410630000

FEDERAL TAX ID NUMBER: 260672220

TERMS AND CONDITIONS: You agree that the sale of these products/services is
subject to all of our standard terms and conditions of sale located at our website:
www.winsupplyinc.com/tcsale

PAY FULL INVOICE AMOUNT BY 01/15/2017

	Net Sales	\$884.46
	Freight	\$0.00
State Tax %6.00	State Tax	\$53.06
Local Tax %1.00	Local Tax	\$8.85
	Invoice Total	\$946.37

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or
to process the payment as a check transaction. For inquiries please call (803) 951-2288.

ARM 000096

GOLSON 000240

1409150 2016120993401.01383

WinsupplyPO BOX 931319
ATLANTA GA 31193-1319**INVOICE**

Page	CUSTOMER NUMBER	INVOICE NUMBER
1 of 1	00646-000399	333738 00
DB	INVOICE DATE	INVOICE TOTAL
17	12/23/2016	\$180.52

BILL TO:

AHMAD MAZLOO DBA
ARM QUALITY BUILDERS
125 SWEET MELODY LN
LEXINGTON, SC 290737077To Reorder Contact Us At
Phone No: (803) 951-2288
Fax No: (803) 951-2118

SHIP TO:

JOB NAME: CHAPIN

PURCHASE ORDER NUMBER	SALESPERSON	TYPE SHIPMENT	SHIP VIA	PAYMENT TERMS	SHIP DATE
CHAPIN	010-PALMETTO WINNELSON	STOCK	PU BILLY	NET 15TH	12/23/2016

UNITS ORDERED	U/M	ITEM DESCRIPTION	UNITS SHIPPED	B/C	PRICE	DISC/RSTK	EXTENDED	TAX
2	0	60108 STRNR KIT ORB	2		\$39.8400		\$79.68	Y
1	0	1-1/2 PVC P-TRAP HXH SOLV WELD	1		\$2.7900		\$2.79	Y
2	0	2 PVCDWV HXH 45 ELL	2		\$1.1700		\$2.34	Y
1	0	D41-10RB OIL RUBBED STRAINER	1		\$20.9000		\$20.90	Y
1	0	2 PVCDWV COUPLING	1		\$0.5500		\$0.55	Y
1	0	2X1-1/2 PVCDWV COUPLING	1		\$1.2000		\$1.20	Y
1	0	62076 HALF KIT ROUGHEN PVC CP	1		\$8.5300		\$8.53	Y
2	0	2 PVCDWV FTGXH 45 ST ELL	2		\$1.2500		\$2.50	Y
2	0	2 PVCDWV FTGXH 22 ST ELL	2		\$3.6500		\$7.30	Y
1	0	25-515 4 OZ PRO-POXY 20 PUTTY	1		\$8.8700		\$8.87	Y
1	0	1-1/2 PVCDWV HXH HX SAN TEE	1		\$1.4500		\$1.45	Y
1	0	30236 10.30Z CLEAR SILICONE	1		\$7.9100		\$7.91	Y
3	0	1/2X2-1/2 BRZ S40 NIP	3		\$3.7000		\$11.10	Y
3	0	1/2X2 GALV S40 STL NIP	3		\$1.1200		\$3.36	Y
3	0	1/2X1-1/2 GALV S40 STL NIP	3		\$1.1200		\$3.36	Y
3	0	1/2XC BRZ S40 NIP	3		\$2.2900		\$6.87	Y

****OUR REMIT ADDRESS HAS CHANGED. EFFECTIVE IMMEDIATELY PLEASE REMIT
ALL PAYMENTS TO PO BOX 931319 ATLANTA, GA 31193-1319****
All of us at Palmetto Winnelson are truly grateful for your business.

TAX AREA ID: 410630000

FEDERAL TAX ID NUMBER: 260672220

TERMS AND CONDITIONS: You agree that the sale of these products/services is
subject to all of our standard terms and conditions of sale located at our website:
www.winsupplyinc.com/tcsale

PAY FULL INVOICE AMOUNT BY 01/15/2017

	Net Sales	\$168.71
	Freight	\$0.00
State Tax %6.00	State Tax	\$10.12
Local Tax %1.00	Local Tax	\$1.69
	Invoice Total	\$180.52

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or
to process the payment as a check transaction. For inquiries please call (803) 951-2288.

ARM 000097

GOLSON 000241

7400150 201612090550101654



PO BOX 931319
ATLANTA GA 31193-1319

INVOICE

Page	CUSTOMER NUMBER	INVOICE NUMBER
1 of 1	00646-000399	333248 00
DB	INVOICE DATE	INVOICE TOTAL
12	12/16/2016	\$83.40

BILL TO :

AHMAD MAZLOO DBA
ARM QUALITY BUILDERS
125 SWEET MELODY LN
LEXINGTON, SC 290737077

To Reorder Contact Us At
Phone No: (803) 951-2288
Fax No: (803) 951-2118

SHIP TO:

JOB NAME: CHAPIN

PURCHASE ORDER NUMBER	SALESPERSON	TYPE SHIPMENT	SHIP VIA	PAYMENT TERMS	SHIP DATE
CHAPIN	010-PALMETTO WINNELSON	STOCK		NET 15TH	12/16/2016

UNITS ORDERED	U/M	ITEM DESCRIPTION	UNITS SHIPPED	B/C	PRICE	DISC/RSTK	EXTENDED	TAX
6	Q	POS LP6-3XC 6" P-O LAV SUP KIT	6		\$12.9900		\$77.94	Y

****OUR REMIT ADDRESS HAS CHANGED. EFFECTIVE IMMEDIATELY PLEASE REMIT
ALL PAYMENTS TO PO BOX 931319 ATLANTA, GA 31193-1319****
All of us at Palmetto Winnelson are truly grateful for your business.

TAX AREA ID: 410630000

FEDERAL TAX ID NUMBER: 260672220

TERMS AND CONDITIONS: You agree that the sale of these products/services is
subject to all of our standard terms and conditions of sale located at our website:
www.winsupplyinc.com/tcsale

PAY FULL INVOICE AMOUNT BY 01/15/2017

	Net Sales	\$77.94
	Freight	\$0.00
State Tax %6.00	State Tax	\$4.68
Local Tax %1.00	Local Tax	\$0.78
	Invoice Total	\$83.40

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or
to process the payment as a check transaction. For inquiries please call (803) 951-2288.

ARM 000098

GOLSON 000242

7400150 2016120905601 01654



PO BOX 931319
ATLANTA GA 31193-1319

INVOICE

Page	CUSTOMER NUMBER	INVOICE NUMBER
1 of 1	00646-000399	333559 00
DB	INVOICE DATE	INVOICE TOTAL
15	12/21/2016	\$639.79

BILL TO :

AHMAD MAZLOO DBA
ARM QUALITY BUILDERS
125 SWEET MELODY LN
LEXINGTON, SC 290737077

To Reorder Contact Us At
Phone No: (803) 951-2288
Fax No: (803) 951-2118

SHIP TO:

JOB NAME: 207 LIBBIE LANE

PURCHASE ORDER NUMBER	SALESPERSON	TYPE SHIPMENT	SHIP VIA	PAYMENT TERMS	SHIP DATE
207 LIBBIE LANE	010-PALMETTO WINNELSON	STOCK		NET 15TH	12/21/2016

UNITS ORDERED	U/M	ITEM DESCRIPTION	UNITS SHIPPED	B/C	PRICE	DISC/RSTK	EXTENDED	TAX
1	0	SE469-RB-PK IN2ITION SHOWER	1		\$238.4900		\$238.49	Y
2	0	T14051-RB DRYDEN VLV TRIM BRNZ	2		\$156.5400		\$313.08	Y
1	0	50560RB VEN BRZ SUPPLY ELBOW	1		\$46.3600		\$46.36	Y
*****OUR REMIT ADDRESS HAS CHANGED. EFFECTIVE IMMEDIATELY PLEASE REMIT ALL PAYMENTS TO PO BOX 931319 ATLANTA, GA 31193-1319***** All of us at Palmetto Winnelson are truly grateful for your business.								

TAX AREA ID: 410630000

FEDERAL TAX ID NUMBER: 260672220

TERMS AND CONDITIONS: You agree that the sale of these products/services is
subject to all of our standard terms and conditions of sale located at our website:
www.winsupplyinc.com/icsale

PAY FULL INVOICE AMOUNT BY 01/15/2017

	Net Sales	\$597.93
	Freight	\$0.00
State Tax %6.00	State Tax	\$35.88
Local Tax %1.00	Local Tax	\$5.98
	Invoice Total	\$639.79

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. For inquiries please call (803) 951-2288.

ARM 000099

GOLSON 000243

7400160 2016120510801.02726



PO BOX 931319
ATLANTA GA 31193-1319

INVOICE

Page	CUSTOMER NUMBER	INVOICE NUMBER
1 of 1	00646-000399	332727 00
DB	INVOICE DATE	INVOICE TOTAL
6	12/08/2016	\$42.32

BILL TO :

AHMAD MAZLOO DBA
ARM QUALITY BUILDERS
125 SWEET MELODY LN
LEXINGTON, SC 290737077

To Reorder Contact Us At
Phone No: (803) 951-2288
Fax No: (803) 951-2118

SHIP TO:

119

JOB NAME: CHAPIN JOB

PURCHASE ORDER NUMBER	SALESPERSON	TYPE SHIPMENT	SHIP VIA	PAYMENT TERMS	SHIP DATE
CHAPIN JOB	010-PALMETTO WINNELSON	STOCK	PU BILLY	NET 15TH	12/08/2016

UNITS ORDERED	U/M	ITEM DESCRIPTION	UNITS SHIPPED	B/C	PRICE	DISC/RSTK	EXTENDED	TAX
8	0	43519 FLNG SPCR FOR ABS OR PVC	8		\$2.7500		\$22.00	Y
3	0	P05CP12-7XF 12"P-O 1LT SUP KIT	3		\$5.8500		\$17.55	Y
****OUR REMIT ADDRESS HAS CHANGED. EFFECTIVE IMMEDIATELY PLEASE REMIT ALL PAYMENTS TO PO BOX 931319 ATLANTA, GA 31193-1319**** All of us at Palmetto Winnelson are truly grateful for your business.								

TAX AREA ID: 410630000

FEDERAL TAX ID NUMBER: 260672220

TERMS AND CONDITIONS: You agree that the sale of these products/services is subject to all of our standard terms and conditions of sale located at our website: www.winsupplyinc.com/tcsale

PAY FULL INVOICE AMOUNT BY 01/15/2017

	Net Sales	\$39.55
	Freight	\$0.00
State Tax %6.00	State Tax	\$2.37
Local Tax %1.00	Local Tax	\$0.40
	Invoice Total	\$42.32

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. For inquiries please call (803) 951-2288.

ARM 000100

GOLSON 000244



PO BOX 931319
ATLANTA GA 31193-1319

INVOICE

Page	CUSTOMER NUMBER	INVOICE NUMBER
1 of 2	00646-000399	334605 00
DB	INVOICE DATE	INVOICE TOTAL
7	01/10/2017	\$557.28

BILL TO:

AHMAD MAZLOO DBA
ARM QUALITY BUILDERS
125 SWEET MELODY LN
LEXINGTON, SC 290737077

To Reorder Contact Us At
Phone No: (803) 951-2288
Fax No: (803) 951-2118

SHIP TO:

65

JOB NAME: CHAPIN JOB

PURCHASE ORDER NUMBER	SALESPERSON	TYPE SHIPMENT	SHIP VIA	PAYMENT TERMS	SHIP DATE
CHAPIN JOB	010-PALMETTO WINNELSON	STOCK		NET 15TH	01/10/2017

UNITS ORDERED	U/M	ITEM DESCRIPTION	UNITS SHIPPED	B/C	PRICE	DISC/RSTK	EXTENDED	TAX
1	0	SS-111 SS SINK STRAINER	1		\$7.6600		\$7.66	Y
		S14006 BASKET STRAINER						
2	0	WP18P-121208 3/4X3/4X1/2C TEE	2		\$1.0600		\$2.12	Y
		0650699						
1	0	WP18P-08 1/2X1/2X1/2C TEE	1		\$0.7100		\$0.71	Y
		0650696						
2	0	72300SF 1/2CPLG FEM SWTXPEX LF	2		\$1.2300		\$2.46	Y
		103344-LF						
8	0	WP14C-08 1/2 PEX CRIMP RINGS	8		\$0.1900		\$1.52	Y
		0650551						
12	0	WP14C-12 3/4 PEX CRIMP RINGS	12		\$0.2400		\$2.88	Y
		0650552						
3	0	72300M 3/4 CPLG PEX X MTP LF	3		\$2.2900		\$6.87	Y
		104066-LF						
6	0	WP19P-1212 3/4CX3/4C ELL	6		\$0.8600		\$5.16	Y
		0650671						
6	0	78BT 7/8IDX3/8X6' P/FT INSUL	6		\$0.3000		\$1.80	Y
		152078						
2	0	PO5LP6-3XC 6" P-O LAV SUP KIT	2		\$12.9900		\$25.98	Y
7	0	PO5LP20-5XF 20"P-O LAV SUP KIT	7		\$13.0800		\$91.56	Y
		1/2NOMX1/2IPS W/ESCUTCHEON						
		***** BEGIN COMPONENTS *****						
		***** END COMPONENTS *****						
1	0	PO5LP72-3XL 72"P-O D/W SUP KIT	1		\$15.8200		\$15.82	Y
		1/2NOM VLV X 1/2IPS W/ ESCUTCH						
2	0	F33-061 1/4X3 TOGGLE BOLT	2		\$0.3700		\$0.74	Y
3	0	117X22 1/2 PEX SILLCOCK	3		\$10.0700		\$30.21	Y
		<< HPVSCP812LF >>						
1	0	8281 3/4 PEX BALL VLV	1		\$4.3500		\$4.35	Y
7	0	P9703WEG PVC 1-1/2 P-TRAP	7		\$1.6800		\$11.76	Y
		<<802PVCBG>>						
1	0	P9100T PVC DISPOSER KIT	1		\$5.5600		\$5.56	Y
		<< 600PPVCBG >>						
3	0	P9793E PVC 16" DBL SJ EXT	3		\$2.8500		\$8.55	Y

Continued on next page

ARM 000101

GOLSON 000245

INVOICE

WinsupplyPO BOX 931319
ATLANTA GA 31193-1319

Page	CUSTOMER NUMBER	INVOICE NUMBER
2 of 2	00646-000399	334605 00
DB	INVOICE DATE	INVOICE TOTAL
7	01/10/2017	\$557.28

UNITS ORDERED	U/M	ITEM DESCRIPTION	UNITS SHIPPED	B/C	PRICE	DISC/RSTK	EXTENDED	TAX
1	0	<< 919PVC >>	1					
1	0	PP9817 1-1/2X8X3/4 BRANCH TLPC	1		\$1.7800		\$1.78	Y
1	0	2X1-1/2 PVCDWV COUPLING	1		\$1.2000		\$1.20	Y
1	0	R2700 ROMAN TUB ROUGH-IN VALVE	1		\$84.6000		\$84.60	Y
		QUOTE # 60814						
1	0	D41-001 2" PVC SHOWER DRAIN	1		\$6.2300		\$6.23	Y
10	0	E16-150 1-1/2 IPS WHT ESCUTECH	10		\$0.3900		\$3.90	Y
4	0	20386 PVC REDI VENT	4		\$17.6500		\$70.60	Y
1	0	44833 OLD STYLE STUDOR ADAPTER	1		\$1.3900		\$1.39	Y
3	0	425-PB CLOSET BOLT	3		\$0.8500		\$2.55	Y
1	0	PC-609 2X60YD BLK DUCT TAPE	1		\$8.2800		\$8.28	Y
		JONES STEPHENS #T20-023						
3	0	90-220 WAX GASKET W/HORN	3		\$1.6500		\$4.95	Y
		"S1WS FLANGED WAX"						
1	0	30236 10.3OZ CLEAR SILICONE	1		\$7.9100		\$7.91	Y
3	0	1-1/2 PVCDWV FTGXH 90 ST ELL	3		\$1.0900		\$3.27	Y
4	0	1-1/2 PVCDWV FTGXH 45 ST ELL	4		\$0.8600		\$3.44	Y
1	0	1-1/2 PVCDWV HXHXH SAN TEE	1		\$1.4500		\$1.45	Y
4	0	1-1/2 PVCDWV FTGXH 22 ST ELL	4		\$3.4200		\$13.68	Y
2	0	1-1/2 PVC P-TRAP HXH SOLV WELD	2		\$2.7900		\$5.58	Y
6	0	118BT 1-1/8IDX3/8X6'P/FT INSUL	6		\$0.5400		\$3.24	Y
		I52118						
1	0	WRIK-F THREADED INSTALLATION K	1		\$71.0600		\$71.06	Y

****OUR REMIT ADDRESS HAS CHANGED. EFFECTIVE IMMEDIATELY PLEASE REMIT
 ALL PAYMENTS TO PO BOX 931319 ATLANTA, GA 31193-1319****
 All of us at Palmetto Winnelson are truly grateful for your business.

TAX AREA ID: 410630000

FEDERAL TAX ID NUMBER: 260672220

TERMS AND CONDITIONS: You agree that the sale of these products/services is
 subject to all of our standard terms and conditions of sale located at our website:
www.winsupplyinc.com/tcsale

PAY FULL INVOICE AMOUNT BY 02/15/2017

	Net Sales	\$520.82
	Freight	\$0.00
State Tax %6.00	State Tax	\$31.23
Local Tax %1.00	Local Tax	\$5.23
	Invoice Total	\$557.28

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or
 to process the payment as a check transaction. For inquiries please call (803) 951-2288.

7400150.2017010425201.00229

ARM 000102

GOLSON 000246

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF LEXINGTON	)	Case No.: 2017-CP-32-02204
	)	
ARM Quality Builders LLC d/b/a,	)	
ARM Quality Builders,	)	
	)	Defendants Joseph A. Golson and
Plaintiff(s),	)	Lycia B. Golson's Amended Affidavit
	)	of Attorney's Fees and Costs
v.	)	
	)	
Joseph A. Golson and Lycia B. Golson	)	
and Branch Banking and Trust Company,	)	
	)	
Defendants	)	
	)	
Joseph A. Golson and Lycia B. Golson,	)	
	)	
Third-Party Plaintiffs	)	
v.	)	
	)	
Ahmad Mazloom,	)	
	)	
Third-Party Defendant	)	
	)	

PERSONALLY APPEARED BEFORE ME, Caitlin C. Heyward, attorney for the above- named Defendants, Joseph A. Golson and Lycia B. Golson, being first duly sworn, deposes and states as follows:

1. I am an attorney with the firm of Bruner, Powell, Robbins, Wall & Mullins, L.L.C. in Columbia, South Carolina, and our firm represents the Defendants, Joseph A. Golson and Lycia B. Golson ("Defendants"), in the above-captioned matter.
2. This firm was retained by Joseph A. Golson and Lycia B. Golson to defend the Mechanic's Lien and Suit to Foreclose the Mechanic's lien that are the subject of the above referenced action.
3. My rate for this work during from May 2017 through December 2018 is \$150.00 per hour. The rate for E. Wade Mullins III for May 2017 through December 2018 is \$200.00 per hour. The rate for our paralegal on this matter is \$80.00 per hour.

4. In defending the mechanic's lien on behalf of Defendants in this action against Defendants have incurred attorney's fees as of December 3, 2018 as follows:

- a) Caitlin C. Heyward, 180.1 hours at the rate of \$150= \$27,015.00
- b) E. Wade Mullins III, 21.25 hours at the rate of \$200.00= \$4,250.00
- c) Paralegal, 35.4 hours at the rate of \$80= \$2,832.00

TOTAL AMOUNT OF FEES = \$34,097.00

5. Defendants have incurred costs as follows:

- a) Deposition transcript and court reporter costs relating to five (5) depositions noticed by Defendants in the amount of Two Thousand Six Hundred Sixteen and 15/100 Dollars (\$2,616.15).¹
- b) Filing fees, mileage, postage, photocopies, research and administrative expenses through Bruner Powell Wall & Mullins, LLC in the amount of Two Thousand and Three Hundred Eight Dollars and 66/100 (\$2,308.66).²

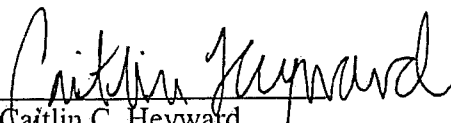
TOTAL COSTS = \$4,924.81

6. The total attorney's fees and costs incurred by Golson in this action is Thirty-Nine Thousand Twenty-One Dollars and 81/100 (\$39,021.81).
7. All of the attorneys' fees and costs stated herein is for work done within the scope of defending against the Mechanic's Lien.
8. Defendants are billed hourly by the undersigned for and this case is not billed on a contingency basis.

¹ Defendants' Original Affidavit mis-states the amount of costs incurred in connection with the depositions. A copy of the invoices related to the depositions are attached hereto as **Exhibit A**.

² An itemized breakdown of administrative expenses incurred through Bruner Powell is attached hereto as **Exhibit B**.

FURTHER AFFIANT SAYETH NOT.


Caitlin C. Heyward

SWORN TO BEFORE ME

this 6th day of December, 2018

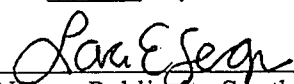
 (L.S.) Lacey E. Segars
Notary Public for South Carolina
My Commission expires April 18, 2028 (SEAL)

EXHIBIT A

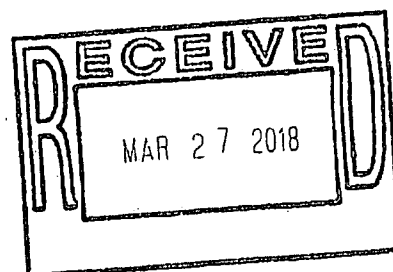
Gina M. Smith Court Reporting, LLC
 117 Harmon Creek Ct., Lexington SC 29072
 803-359-5705
 EIN: 46-0854360
 Make Checks Payable To: Gina M. Smith Court
 Reporting, LLC

Invoice

DATE	INVOICE #
3/24/2018	2112

BILL TO
Caitlin C. Heyward, Esq. Bruner, Powell, Wall & Mullins, LLC 1735 St. Julian Place, Suite 200 P.O. Box 61110 Columbia, SC 29260-1110

Job Details
Caption: ARM Quality Builders v. Golson, et al Depo of: Richard Crolley, Joshua Hall & Jason Kyzer Date Taken: March 20, 2018 Total Pages: 181



DUE DATE
4/23/2018

DESCRIPTION	AMOUNT
Original and One Copy	678.75
Appearance Fee	110.00
Read & Sign Preparation & Handling (Crolley & Kyzer)	30.75
Scanned Exhibit Copies	13.00
PDF Bundle Included	
Total	832.50

ELECTRONICALLY FILED - 2018 Dec 10 4:31 PM - LEXINGTON - COMMON PLEAS - CASE#2017CP3202204

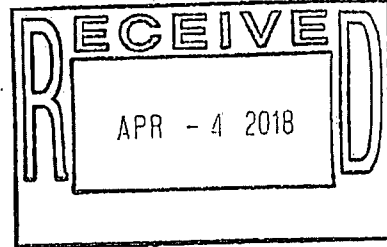
Gina M. Smith Court Reporting, LLC
 117 Harmon Creek Ct., Lexington SC 29072
 803-359-5705
 EIN: 46-0854360
 Make Checks Payable To: Gina M. Smith Court
 Reporting, LLC

Invoice

DATE	INVOICE #
3/30/2018	2114

BILL TO
Caitlin C. Heyward, Esq. Bruner, Powell, Wali & Mullins, LLC 1735 St. Julian Place, Suite 200 P.O. Box 61110 Columbia, SC 29260-1110

Job Details
Caption: ARM Quality Builders v. Golson, et al Depo of: Jaime Huerta Date Taken: March 27, 2018 Total Pages: 95



DUE DATE
4/29/2018

DESCRIPTION	AMOUNT
Original and One Copy	353.40
Appearance Fee	80.00
Scanned Exhibit Copies	3.00
PDF Bundle Included	
Total	436.40

Gina M. Smith Court Reporting, LLC
 117 Harmon Creek Ct., Lexington SC 29072
 803-359-5705
 EIN: 46-0854360
 Make Checks Payable To: Gina M. Smith Court
 Reporting, LLC

Invoice

DATE	INVOICE #
8/20/2018	2157

BILL TO
Caitlin C. Heyward, Esq. Bruner, Powell, Wall & Mullins, LLC 1735 St. Julian Place, Suite 200 P.O. Box 61110 Columbia, SC 29260-1110

Job Details
Caption: ARM Quality Builders v. Golson, et al Depo of: Ahmad Mazloom Date Taken: August 13, 2018 Total Pages: 214

DUE DATE
9/19/2018

DESCRIPTION	AMOUNT
Original and One Copy	802.50
Appearance Fee	180.00
Scanned Exhibit Copies	90.00
Read & Sign Preparation & Handling	63.50
PDF Bundle Included	
Total	1,136.00

Gina M. Smith Court Reporting, LLC
 117 Harmon Creek Ct., Lexington SC 29072
 803-359-5705
 EIN: 46-0854360
 Make Checks Payable To: Gina M. Smith Court
 Reporting, LLC

Invoice

DATE	INVOICE #
8/20/2018	2160

BILL TO
Caitlin C. Heyward, Esq. Bruner, Powell, Wall & Mullins, LLC 1735 St. Julian Place, Suite 200 P.O. Box 61110 Columbia, SC 29260-1110

Job Details
Caption: ARM Quality Builders v. Golson, et al Depo of: Joseph Golson Date Taken: August 14, 2018 Total Pages: 89

DUE DATE
9/19/2018

DESCRIPTION	AMOUNT
Copy	200.25
Scanned Exhibit Copies	11.00
PDF Bundle Included	
Total	211.25

EXHIBIT B

Date: 12/03/2018

#VALUE!
BRUNER POWELL WALL & MULLINS LLC

Page: 1

Client	Trans Date	Tmr	H P	Tcode/ Task Code	Rate	Units	Amount	Ref #
Tcode 20 FILING FEE 72873.1	11/05/2017	7	A	20			88.17 PROCESSING FEE TO FIRST CITIZENS BANK FOR PRODUCTION OF RECORDS IN RESPONSE TO SUBPOENA RELATING TO ARM QUALITY BUILDERS AND AHMAD MAZLOOM	ARCH
72873.1	12/21/2017	7	A	20			83.19 PROCESSING FEE TO FIRST CITIZENS BANK FOR DOCUMENT PRODUCTION IN RESPONSE TO SUBPOENA REGARDING ARM QUALITY BUILDERS	ARCH
72873.1	03/07/2018	7	P	20			75.00 PROCESS SERVICE FEE TO PALMETTO LEGAL GOPHERS LLC FOR SUBPOENA ON A&D FABRICATION LLC	14
72873.1	03/07/2018	7	P	20			75.00 PROCESS SERVICE FEE TO PALMETTO LEGAL GOPHERS LLC FOR SUBPOENA ON J&M HUERTA LLC	15
72873.1	03/12/2018	7	P	20			150.00 PROCESS SERVICE FEE TO PALMETTO LEGAL GOPHERS LLC FOR SUBPOENAS FOR DEPOSITIONS ON KYZER MASONRY INC AND DOUBLE R CABINETRY	16
72873.1	03/14/2018	7	P	20			31.74 ELECTRONIC FILING FEE TO LEXINGTON COUNTY CLERK OF COURT FOR DEFENDANT'S MOTION TO COMPEL PLAINTIFF TO RESPOND DISCOVERY REQUESTS	17
72873.1	03/20/2018	7	P	20			42.85 WITNESS FEE AND MILEAGE TO JASON KYZER TO ATTEND DEPOSITION OF KYZER MASONRY	18
72873.1	03/20/2018	7	P	20			36.44 WITNESS FEE AND MILEAGE TO RICK CROLLEY TO ATTEND DEPOSITION OF A&D FABRICATION LLC	19
72873.1	03/20/2018	7	P	20			31.54 WITNESS FEE AND MILEAGE TO JAIME HUERTA TO ATTEND DEPOSITION OF J&M HUERTA LLC	20
72873.1	03/20/2018	7	P	20			37.53 WITNESS FEE AND MILEAGE TO JOSHUA HALL TO ATTEND DEPOSITION OF DOUBLE R CABINETRY LLC	21
72873.1	03/27/2018	7	P	20			31.54 WITNESS FEE AND MILEAGE TO JAMIE HUERTA TO ATTEND CONTINUED DEPOSITION OF J&M HUERTA LLC	22
72873.1	05/17/2018	7	P	20			31.74 ELECTRONIC FILING FEE TO LEXINGTON COUNTY CLERK OF COURT FOR MOTION TO COMPEL WITH PROPOSED ORDER	30
72873.1	06/07/2018	7	P	20			31.74 ELECTRONIC FILING FEE TO LEXINGTON COUNTY CLERK OF COURT FOR PROPOSED CONSENT CONFIDENTIALITY ORDER	32
72873.1	08/15/2018	7	P	20			31.74 ELECTRONIC FILING FEE TO LEXINGTON COUNTY CLERK OF COURT FOR MOTION TO DISSOLVE MECHANIC'S LIEN	38
Total for Tcode 20							758.35 FILING FEE	
Tcode 21 POSTAGE 72873.1	10/31/2017	7	A	21			209.34 POSTAGE FOR OCTOBER, 2017	ARCH
72873.1	11/30/2017	7	A	21			56.58 POSTAGE FOR NOVEMBER 2017	ARCH
72873.1	12/31/2017	7	A	21			33.73 POSTAGE FOR DECEMBER 2017	ARCH
72873.1	01/31/2018	7	A	21			33.02 POSTAGE FOR JANUARY, 2018	ARCH
72873.1	02/28/2018	7	A	21			3.50 POSTAGE FOR FEBRUARY 2018	ARCH
72873.1	03/31/2018	7	P	21			56.90 POSTAGE FOR MARCH 2018	23
72873.1	04/30/2018	7	P	21			1.10 POSTAGE FOR APRIL 2018	26
72873.1	06/30/2018	7	P	21			2.68 POSTAGE FOR JUNE 2018	34
72873.1	07/31/2018	7	P	21			1.36 POSTAGE FOR JULY 2018	36
72873.1	08/31/2018	7	P	21			0.89 POSTAGE FOR AUGUST 2018	40
72873.1	10/31/2018	7	P	21			0.47 POSTAGE FOR OCTOBER 2018	43

Total for Tcode 21					Billable	399.55	POSTAGE	
Tcode 26 REIMBURSEMENT								
72873.1	05/08/2018	7	P	26	0.55	34.00	18.53 MILEAGE REIMBURSEMENT TO CAITLIN C HEYWARD, ESQUIRE FOR TRAVEL TO/FROM LEXINGTON COUNTY COURTHOUSE TO ATTEND MOTION TO COMPEL	28
72873.1	08/13/2018	7	P	26			32.00 REIMBURSEMENT TO E WADE MULLINS III, ESQUIRE FOR LUNCH DURING DEPOSITIONS	39
								1,150.78
Total for Tcode 26					Billable	50.53	REIMBURSEMENT	
Tcode 27 PHOTOCOPIES								
72873.1	10/31/2017	7	A	27	0.35	328.00	114.10 PHOTOCOPIES FOR OCTOBER, 2017	ARCH
72873.1	11/30/2017	7	A	27	0.35	516.00	180.00 PHOTOCOPIES FOR NOVEMBER 2017	ARCH
72873.1	12/31/2017	7	A	27	0.35	46.00	16.10 PHOTOCOPIES FOR DECEMBER 2017	ARCH
72873.1	01/31/2018	7	A	27	0.35	36.00	12.60 PHOTOCOPIES FOR JANUARY, 2018	ARCH
72873.1	03/31/2018	7	P	27	0.35	816.00	285.60 PHOTOCOPIES FOR MARCH 2018	24
72873.1	04/30/2018	7	P	27	0.35	34.00	11.90 PHOTOCOPIES FOR APRIL 2018	27
72873.1	05/31/2018	7	P	27	0.35	149.00	52.15 PHOTOCOPIES FOR MAY 2018	31
72873.1	07/31/2018	7	P	27	0.35	12.00	4.20 PHOTOCOPIES FOR JULY 2018	37
72873.1	08/31/2018	7	P	27	0.35	385.00	134.75 PHOTOCOPIES FOR AUGUST 2018	41
Total for Tcode 27					Billable	812.00	PHOTOCOPIES	
Tcode 34 LEXIS NEXIS RESEARCH FOR								
72873.1	02/01/2018	7	A	34			28.30 LEXIS NEXIS RESEARCH FOR JANUARY, 2018	ARCH
72873.1	04/01/2018	7	P	34			8.47 LEXIS NEXIS RESEARCH FOR MARCH, 2018	25
72873.1	10/01/2018	7	P	34			251.48 LEXIS NEXIS RESEARCH FOR SEPTEMBER, 2018	42
Total for Tcode 34					Billable	288.23	LEXIS NEXIS RESEARCH FOR	
					GRAND TOTALS			
					Billable	2,308.66		

STATE OF SOUTH CAROLINA)
COUNTY OF LEXINGTON)
ARM Quality Builders LLC d/b/a,)
ARM Quality Builders,)
Plaintiff(s),)
v.)
Joseph A. Golson and Lycia B. Golson)
and Branch Banking and Trust Company,)
Defendants)

Joseph A. Golson and Lycia B. Golson,)
Third-Party Plaintiffs)
v.)
Ahmad Mazloom,)
Third-Party Defendant)

IN THE COURT OF COMMON PLEAS

Case No.: 2017-CP-32-02204

**DEFENDANTS' MEMO IN
SUPPORT OF MOTION
FOR ATTORNEY'S FEES
PURSUANT TO S.C. CODE ANN.
§ 29-5-10.**

The Defendants Joseph A. Golson and Lycia B. Golson ("Defendants" or "the Golsons") respectfully submit the following memorandum in support of their motion for an award of attorney's fees pursuant to the Mechanic's lien statute, S.C. Code Ann. § 29-5-10 et.seq.

Plaintiff filed this action to foreclose its mechanic's lien on June 15, 2017. By Order dated November 27, 2018, this Court dismissed Plaintiff's foreclosure action and dissolved the lien because the lien was untimely and because Plaintiff failed to serve the lien accordance with S.C. Code Ann. § 29-5-10. The Court further granted Defendants' Motion for Attorney's fees and costs and requested Defendants submit a memorandum in support of the same.

Defendants seek attorney's fees and costs pursuant to the Mechanic's Lien Statute, S.C. Code Ann. § 29-5-20. The prevailing party is entitled to attorney's fees pursuant to S.C. Code

Ann. § 29-5-20. Defendants' actual attorney's fees and costs in this case total **\$38,021.81**. An affidavit of attorney's fees with an itemized statement of costs from Defendant's Counsel is attached hereto as **Exhibit 1**. To avoid inadvertent disclosure of attorney-client privileged communications, work product and other confidential information related to the defense of this matter, an itemized statement of Defendants' attorney's fees will be provided to the Court for *in camera* review and inspection upon request.¹

Attorney's Fees

I. Reasonableness of Attorney's Fees

The South Carolina Supreme Court addressed an award of attorney's fees in the case of Jackson v. Speed, 486 S.E.2d 750, 326 S.C. 289 (S.C. 1997). In Jackson, the court stated that the following should be considered when determining a reasonable attorney's fee:

[T]he court should consider the following six factors when determining a reasonable attorney's fee: (1) the nature, extent, and difficulty of the case; (2) the time necessarily devoted to the case; (3) professional standing of counsel; (4) contingency of compensation; (5) beneficial results obtained; and (6) customary legal fees for similar services. Further, on appeal, an award for attorney's fees will be affirmed so long as sufficient evidence in the record supports each factor. *Id.* Jackson v. Speed at 760.

According to the six Jackson v. Speed factors, the amount is largely within the discretion of the trial judge. Pursuant to the above factors, Defendants' petition for fees is reasonable based upon the factors considered below.

A. The nature, extent and difficulty of the legal services rendered

This is a construction litigation matter involving issues relating to the foreclosure of a mechanic's lien and breach of contract. Defendants hired Plaintiff to serve as their general

¹ Defendants fees and costs referenced in the attached Affidavit relate only to fees and costs reasonably incurred in defense of the Lien. This Motion does not include fees and costs (1) incurred prior to the filing of Plaintiff's lawsuit to foreclose the mechanic's lien; (2) related to Defendants' Motion to Amend; or (3) related to Defendants' ancillary complaint submitted to the SC LLR.

contractor and construct a home on their property in Chapin, South Carolina. The Golsons paid Plaintiff a total of \$413,247.05 before Plaintiff filed its mechanic's lien. Plaintiff filed a mechanic's lien on the property in the amount of \$55,085.52 on May 11, 2017 and initiated a lawsuit to foreclose the lien on June 15, 2017. Answering the Complaint, Defendants alleged several affirmative defenses related to the validity of the lien. Specifically, Defendants alleged the lien is invalid for failure to comply with S.C. Code Ann. § 29-5-10 and improper notice. In their Amended Answer, Plaintiffs also alleged the lien amount exceeded the amounts due to Plaintiff as an additional affirmative defense. Key to the defense of the lien was discovery related to the last date of work and the actual costs incurred on the project by Plaintiff in excess of the amount paid. On a number of occasions though the course of this lawsuit, Defense counsel advised Plaintiffs' counsel of issues that related to validity of lien.

In order to address the elements required for proper enforcement of the mechanic's lien, including the last date of work and validity of the amounts claimed, Defendants completed five (5) depositions and issued at least twenty-one (21) subpoenas, including subpoenas to several subcontractors, material suppliers, and Plaintiff's bank records. The subpoenas and discovery responses resulted in the production of thousands of pages of documents, which had to be reviewed and analyzed.

While the Golsons believe multiple grounds exist to challenge the validity of the lien, it was necessary to complete discovery with regard to each of the alleged deficiencies, particularly with regard to the timeliness issue. Mr. Mazloom's deposition was key to Defendants' timeliness defense. Indeed, this Court's Order relies heavily on his testimony. In February 2019, after reviewing the invoices produced in response to Defendants' subpoenas and discovery requests, Defense counsel began requesting dates for Mr. Mazloom's deposition. Mr. Mazloom's deposition

was scheduled and re-scheduled on no less than three separate occasions,² and on two occasions Mazloom cancelled his deposition late in the afternoon the day prior he was scheduled to appear. The last-minute cancellations occurred after weeks of coordinating and agreeing upon a date that satisfied Mr. Mazloom and his attorney's schedules and after counsel already expended several hours preparing exhibits, questions and topics to address at the deposition.

It is important to note that many of fees Defendants request were incurred between February and August 2018, when Defendants' constant and repeated attempts to schedule Mr. Mazloom's deposition were consistently frustrated. It wasn't until August 13, 2018 that Mazloom finally appeared for his deposition, and Defendants filed the subject Motion to Dissolve and Motion for Attorney's Fees on August 15, 2018, just two days later. In the interim, Defendants had no choice but to continue to build their defense related to other sustaining grounds despite Plaintiff's delay.

Although this is a residential construction matter, the issues associated with this case were comprehensive and similar to the issues in any similar commercial construction case. This case involved the analysis of work performed, the date and time of performance and completion relative to the construction schedule, and the sufficiency of Plaintiff's compliance with the multi-faceted requirements of the mechanic's lien statute. For these reasons, the nature, extent and difficulty of legal services rendered justifies the amount of fees and costs requested.

B. The professional standing of counsel

Defendants' counsel, Wade Mullins, who devoted time to this matter and attended and participated in several depositions, has over twenty-four years of experience as an attorney. Mr. Mullins concentrates his practice in construction matters. In addition, Mr. Mullins is the managing partner in the law firm of Bruner, Powell, Wall & Mullins, LLC, is President of the South

² See notices of deposition attached hereto as **Exhibit 2**.

Carolina Inn of Court and is active in numerous other professional organizations within the South Carolina Bar.

Defendants' counsel, Caitlin Heyward, has over five years of experience as an attorney. Ms. Heyward also concentrates her practice in construction matters and has been an associate at the law firm of Bruner, Powell, Wall & Mullins, LLC since August of 2014.

C. The contingency of compensation

Mr. Mullins and Ms. Heyward have a fee agreement with Defendants to charge Defendants by the hour – an hourly rate of \$150.00 for Ms. Heyward and \$200 for Mr. Mullins.

D. The time and labor necessarily devoted to the case

Defendants' counsel and his firm have devoted over 200 attorney hours to this case for a total amount of attorney's fees and costs of \$39,021.81. The time and costs devoted to the case was necessary due to the involvement of counsel from the filing of Defendants' Answer and through the hearing, post-hearing briefs, and Order on Defendants' dispositive motion.

The time devoted to the case was necessary due to the extensive discovery required (as outlined in Section A above) and the fact that Defendants had an extraordinarily difficult time collecting responses to its discovery requests and subpoenas. Plaintiff filed a motion to quash nearly every subpoena issue by Defendants, which Defendants were forced to defend. In addition to its uncooperativeness when responding to discovery, Plaintiff cancelled depositions several times as previously set forth above.

After numerous futile attempts to resolve yet another discovery dispute, Defendants were forced filed a Motion to Compel, which Defendants successfully argued at a hearing on May 8, 2018. Nevertheless, Plaintiff willfully continued to fail to cooperate with discovery and refused to produce the requested documents even after the Court entered an Order granting Defendant's Motion to Compel and ordering production of the same. Ultimately, Defendants were forced to

notice and complete Mr. Mazloom's deposition without the benefit of the missing credit card account statements. Indeed, those responses were not produced until August 21, 2018, several days after Mr. Mazloom's deposition. See **Exhibit 3** attached hereto.

Not only was significant time and expense incurred in connection with securing responses to discovery, a significant amount of attorney time was incurred preparing for the depositions of four key subcontractors and Mr. Mazloom. In fact, defense counsel was required to prepare for Mr. Mazloom's deposition three times, and each time required counsel to re-analyze Defendants' strategy, exhibits, and deposition topics considering new documents obtained through discovery and testimony obtained from other witnesses. The five depositions noticed by Defendants took three full days to complete, which does not include the substantial attorney time incurred preparing for the same. Moreover, Defendants also incurred attorney's fees in connection with defense counsel's preparation and defense of Mr. Golson's deposition.

E. The fee customarily charged in the locality for similar legal services

Ms. Heyward's agreed upon hourly rate for this matter is \$150.00 and Mr. Mullins's hourly rate is \$200. In defending the mechanic's lien and plaintiff's lawsuit to foreclose, deposing witnesses, engaging in extensive discovery, and submitting and arguing Defendants' dispositive motion, these rates are at or below the standard rates in this locality for this type of work. Moreover, Ms. Heyward's lower hourly rate represents most of the attorney time billed on this file—Ms. Heyward billed 180.1 hours and Mr. Mullins billed only 21.25 hours.

F. The beneficial results obtained

In accordance with the conclusions and findings and conclusions contained in this Court's Order dated November 27, 2018, Defendants are the prevailing party and fees must be awarded.

CONCLUSION

The mechanic's lien statute provides for attorney's fees to the prevailing party. While the amount of fees requested are significant, these are costs and fees that were indeed incurred by Defendants in defense of the lien at a rate that is below the standard rate for this type of work. It is important to remember that this lawsuit was initiated by Plaintiff, who was at all times fully aware of the requirements of the mechanic's lien statute and its burden to satisfy the same. The legislature clearly intended to discourage improper and invalid liens by mandating an award of attorney's fees to prevailing parties. As such, Defendants are entitled to recover all fees expended in defense of the lien. As it is within the sound discretion of this Court, Defendants should be awarded attorney's fees and costs in the amount of \$39,021.81.

BRUNER, POWELL, WALL & MULLINS, LLC

/s/ Caitlin C. Heyward Esq.

E. Wade Mullins, III #3525

Caitlin C. Heyward #101158

Post Office Box 61110

Columbia, South Carolina 29260-1110

(803)252-7693

Attorneys for Joseph A. Golson and Lycia B. Golson

December 10, 2018
Columbia, South Carolina

EXHIBIT 1

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
COUNTY OF LEXINGTON	)	Case No.: 2017-CP-32-02204
ARM Quality Builders LLC d/b/a,	)	
ARM Quality Builders,	)	
	)	Defendants Joseph A. Golson and
Plaintiff(s),	)	Lycia B. Golson's Amended Affidavit
	)	of Attorney's Fees and Costs
v.	)	
	)	
Joseph A. Golson and Lycia B. Golson	)	
and Branch Banking and Trust Company,	)	
	)	
Defendants	)	
	)	
Joseph A. Golson and Lycia B. Golson,	)	
	)	
Third-Party Plaintiffs	)	
v.	)	
	)	
Ahmad Mazloom,	)	
	)	
Third-Party Defendant	)	

PERSONALLY APPEARED BEFORE ME, Caitlin C. Heyward, attorney for the above- named Defendants, Joseph A. Golson and Lycia B. Golson, being first duly sworn, deposes and states as follows:

1. I am an attorney with the firm of Bruner, Powell, Robbins, Wall & Mullins, L.L.C. in Columbia, South Carolina, and our firm represents the Defendants, Joseph A. Golson and Lycia B. Golson ("Defendants"), in the above-captioned matter.
2. This firm was retained by Joseph A. Golson and Lycia B. Golson to defend the Mechanic's Lien and Suit to Foreclose the Mechanic's lien that are the subject of the above referenced action.
3. My rate for this work during from May 2017 through December 2018 is \$150.00 per hour. The rate for E. Wade Mullins III for May 2017 through December 2018 is \$200.00 per hour. The rate for our paralegal on this matter is \$80.00 per hour.

4. In defending the mechanic's lien on behalf of Defendants in this action against Defendants have incurred attorney's fees as of December 3, 2018 as follows:

a) Caitlin C. Heyward, 180.1 hours at the rate of \$150= \$27,015.00

b) E. Wade Mullins III, 21.25 hours at the rate of \$200.00= \$4,250.00

c) Paralegal, 35.4 hours at the rate of \$80= \$2,832.00

TOTAL AMOUNT OF FEES = \$34,097.00

5. Defendants have incurred costs as follows:

a) Deposition transcript and court reporter costs relating to five (5) depositions noticed by Defendants in the amount of Two Thousand Six Hundred Sixteen and 15/100 Dollars (\$2,616.15).¹

b) Filing fees, mileage, postage, photocopies, research and administrative expenses through Bruner Powell Wall & Mullins, LLC in the amount of Two Thousand and Three Hundred Eight Dollars and 66/100 (\$2,308.66).²

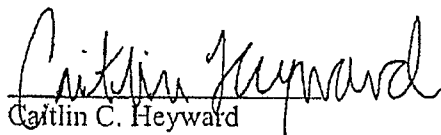
TOTAL COSTS = \$4,924.81

6. The total attorney's fees and costs incurred by Golson in this action is Thirty-Nine Thousand Twenty-One Dollars and 81/100 (\$39,021.81).
7. All of the attorneys' fees and costs stated herein is for work done within the scope of defending against the Mechanic's Lien.
8. Defendants are billed hourly by the undersigned for and this case is not billed on a contingency basis.

¹ Defendants' Original Affidavit mis-states the amount of costs incurred in connection with the depositions. A copy of the invoices related to the depositions are attached hereto as **Exhibit A**.

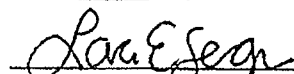
² An itemized breakdown of administrative expenses incurred through Bruner Powell is attached hereto as **Exhibit B**.

FURTHER AFFIANT SAYETH NOT.


Caitlin C. Heyward

SWORN TO BEFORE ME

this 6th day of December, 2018

 (L.S.) Lacey E. Segars

Notary Public for South Carolina

My Commission expires April 18, 2028 (SEAL)

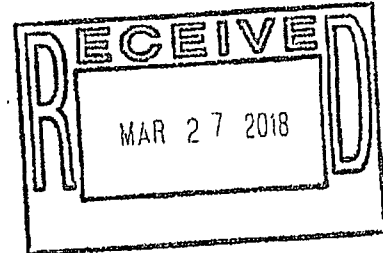
EXHIBIT A

Gina M. Smith Court Reporting, LLC
 117 Harmon Creek Ct., Lexington SC 29072
 803-359-5705
 EIN: 46-0854360
 Make Checks Payable To: Gina M. Smith Court
 Reporting, LLC

Invoice

DATE	INVOICE #
3/24/2018	2112

BILL TO
Caitlin C. Heyward, Esq. Bruner, Powell, Wall & Mullins, LLC 1735 St. Julian Place, Suite 200 P.O. Box 61110 Columbia, SC 29260-1110



Job Details
Caption: ARM Quality Builders v. Golson, et al Depo of: Richard Crolley, Joshua Hall & Jason Kyzer Date Taken: March 20, 2018 Total Pages: 181

DUE DATE
4/23/2018

DESCRIPTION	AMOUNT
Original and One Copy	678.75
Appearance Fee	110.00
Read & Sign Preparation & Handling (Crolley & Kyzer)	30.75
Scanned Exhibit Copies	13.00
PDF Bundle Included	
Total	832.50

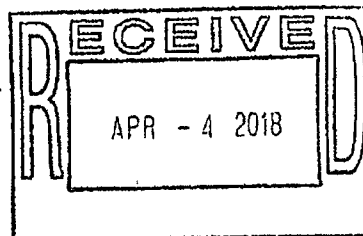
ELECTRONICALLY FILED - 2018 Dec 10 8:09 PM - LEXINGTON - COMMON PLEAS - CASE#2017CP3202204
 ELECTRONICALLY FILED - 2018 Dec 10 4:31 PM - LEXINGTON - COMMON PLEAS - CASE#2017CP3202204

Gina M. Smith Court Reporting, LLC
 117 Harmon Creek Ct., Lexington SC 29072
 803-359-5705
 EIN: 46-0854360
 Make Checks Payable To: Gina M. Smith Court
 Reporting, LLC

Invoice

DATE	INVOICE #
3/30/2018	2114

BILL TO
Caitlin C. Heyward, Esq. Bruner, Powell, Wall & Mullins, LLC 1735 St. Julian Place, Suite 200 P.O. Box 61110 Columbia, SC 29260-1110



Job Details
Caption: ARM Quality Builders v. Golson, et al Depo of: Jaime Huerta Date Taken: March 27, 2018 Total Pages: 95

DUE DATE
4/29/2018

DESCRIPTION	AMOUNT
Original and One Copy	353.40
Appearance Fee	80.00
Scanned Exhibit Copies	3.00
PDF Bundle Included	
Total	436.40

ELECTRONICALLY FILED - 2018 Dec 10 8:09 PM - LEXINGTON - COMMON PLEAS - CASE#2017CP3202204
 ELECTRONICALLY FILED - 2018 Dec 10 4:31 PM - LEXINGTON - COMMON PLEAS - CASE#2017CP3202204

Gina M. Smith Court Reporting, LLC
 117 Harmon Creek Ct., Lexington SC 29072
 803-359-5705
 EIN: 46-0854360
 Make Checks Payable To: Gina M. Smith Court
 Reporting, LLC

Invoice

DATE	INVOICE #
8/20/2018	2157

BILL TO
Caitlin C. Heyward, Esq. Bruner, Powell, Wall & Mullins, LLC 1735 St. Julian Place, Suite 200 P.O. Box 61110 Columbia, SC 29260-1110

Job Details
Caption: ARM Quality Builders v. Golson, et al Depo of: Ahmad Mazloom Date Taken: August 13, 2018 Total Pages: 214

DUE DATE
9/19/2018

DESCRIPTION	AMOUNT
Original and One Copy	802.50
Appearance Fee	180.00
Scanned Exhibit Copies	90.00
Read & Sign Preparation & Handling	63.50
PDF Bundle Included	
Total	1,136.00

Gina M. Smith Court Reporting, LLC
 117 Harmon Creek Ct., Lexington SC 29072
 803-359-5705
 EIN: 46-0854360
 Make Checks Payable To: Gina M. Smith Court
 Reporting, LLC

Invoice

DATE	INVOICE #
8/20/2018	2160

BILL TO
Caitlin C. Heyward, Esq. Bruner, Powell, Wall & Mullins, LLC 1735 St. Julian Place, Suite 200 P.O. Box 61110 Columbia, SC 29260-1110

Job Details
Caption: ARM Quality Builders v. Golson, et al Depo of: Joseph Golson Date Taken: August 14, 2018 Total Pages: 89

DUE DATE
9/19/2018

DESCRIPTION	AMOUNT
Copy Scanned Exhibit Copies	200.25 11.00
PDF Bundle Included	
Total	211.25

ELECTRONICALLY FILED - 2018 Dec 10 8:09 PM - LEXINGTON - COMMON PLEAS - CASE#2017CP3202204
 ELECTRONICALLY FILED - 2018 Dec 10 4:31 PM - LEXINGTON - COMMON PLEAS - CASE#2017CP3202204

EXHIBIT B

Date: 12/03/2018		JVALUEI BRUNER POWELL WALL & MULLINS LLC							Page: 1
Client	Trans Date	Time	H P	Trans/ Task Code	Rate	Units	Amount	Ref #	
Trans 20 FILING FEE 72873.1	11/08/2017	7	A	20			88.17 PROCESSING FEE TO FIRST CITIZENS BANK FOR PRODUCTION OF RECORDS IN RESPONSE TO SUBPOENA RELATING TO ARM QUALITY BUILDERS AND AHMAD MAZLOOM	ARCH	
72873.1	12/21/2017	7	A	20			63.18 PROCESSING FEE TO FIRST CITIZENS BANK FOR DOCUMENT PRODUCTION IN RESPONSE TO SUBPOENA REGARDING ARM QUALITY BUILDERS	ARCH	
72873.1	03/07/2018	7	P	20			75.00 PROCESS SERVICE FEE TO PALMETTO LEGAL GOPHERS LLC FOR SUBPOENA ON A&D FABRICATION LLC	14	
72873.1	03/07/2018	7	P	20			75.00 PROCESS SERVICE FEE TO PALMETTO LEGAL GOPHERS LLC FOR SUBPOENA ON J&M HUERTA LLC	15	
72873.1	03/12/2018	7	P	20			150.00 PROCESS SERVICE FEE TO PALMETTO LEGAL GOPHERS LLC FOR SUBPOENAS FOR DEPOSITIONS ON KYZER MASONRY INC AND DOUBLE R CABINETRY	16	
72873.1	03/14/2018	7	P	20			31.74 ELECTRONIC FILING FEE TO LEXINGTON COUNTY CLERK OF COURT FOR DEFENDANT'S MOTION TO COMPEL PLAINTIFF TO RESPOND DISCOVERY REQUESTS	17	
72873.1	03/20/2018	7	P	20			42.98 WITNESS FEE AND MILEAGE TO JASON KYZER TO ATTEND DEPOSITION OF KYZER MASONRY	18	
72873.1	03/20/2018	7	P	20			38.44 WITNESS FEE AND MILEAGE TO RICK CROLLEY TO ATTEND DEPOSITION OF A&D FABRICATION LLC	19	
72873.1	03/20/2018	7	P	20			31.54 WITNESS FEE AND MILEAGE TO JAMIE HUERTA TO ATTEND DEPOSITION OF J&M HUERTA LLC	20	
72873.1	03/20/2018	7	P	20			37.53 WITNESS FEE AND MILEAGE TO JOSHUA HALL TO ATTEND DEPOSITION OF DOUBLE R CABINETRY LLC	21	
72873.1	03/27/2018	7	P	20			31.54 WITNESS FEE AND MILEAGE TO JAMIE HUERTA TO ATTEND CONTINUED DEPOSITION OF J&M HUERTA LLC	22	
72873.1	05/17/2018	7	P	20			31.74 ELECTRONIC FILING FEE TO LEXINGTON COUNTY CLERK OF COURT FOR MOTION TO COMPEL WITH PROPOSED ORDER	30	
72873.1	05/07/2018	7	P	20			31.74 ELECTRONIC FILING FEE TO LEXINGTON COUNTY CLERK OF COURT FOR PROPOSED CONSENT CONFIDENTIALITY ORDER	32	
72873.1	06/15/2018	7	P	20			31.74 ELECTRONIC FILING FEE TO LEXINGTON COUNTY CLERK OF COURT FOR MOTION TO DISSOLVE MECHANIC'S LIEN	38	
Total for Trans 20							758.35	FILING FEE	
Trans 21 POSTAGE 72873.1	10/31/2017	7	A	21			709.34 POSTAGE FOR OCTOBER, 2017	ARCH	
72873.1	11/30/2017	7	A	21			50.50 POSTAGE FOR NOVEMBER 2017	ARCH	
72873.1	12/31/2017	7	A	21			33.73 POSTAGE FOR DECEMBER 2017	ARCH	
72873.1	01/31/2018	7	A	21			33.02 POSTAGE FOR JANUARY, 2018	ARCH	
72873.1	02/28/2018	7	A	21			3.50 POSTAGE FOR FEBRUARY 2018	ARCH	
72873.1	03/31/2018	7	P	21			56.00 POSTAGE FOR MARCH 2018	23	
72873.1	04/30/2018	7	P	21			1.10 POSTAGE FOR APRIL 2018	26	
72873.1	05/30/2018	7	P	21			2.68 POSTAGE FOR JUNE 2018	34	
72873.1	07/31/2018	7	P	21			1.36 POSTAGE FOR JULY 2018	36	
72873.1	08/31/2018	7	P	21			0.89 POSTAGE FOR AUGUST 2018	40	
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Total for Tcode 21					Debit	390.53	POSTAGE	
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72873.1	06/13/2018	7	P	20			37.00 REIMBURSEMENT TO E WADE MULLINS III, ESQUIRE FOR LUNCH DURING DEPOSITIONS	39
								1,150.76
Total for Tcode 20					Debit	50.53	REIMBURSEMENT	
Tcode 27 PHOTOCOPIES								
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72873.1	11/30/2017	7	A	27	0.35	516.00	180.00 PHOTOCOPIES FOR NOVEMBER, 2017	ARCH
72873.1	12/31/2017	7	A	27	0.35	46.00	16.10 PHOTOCOPIES FOR DECEMBER, 2017	ARCH
72873.1	01/31/2018	7	A	27	0.35	36.00	12.80 PHOTOCOPIES FOR JANUARY, 2018	ARCH
72873.1	03/31/2018	7	P	27	0.35	816.00	285.60 PHOTOCOPIES FOR MARCH, 2018	24
72873.1	04/30/2018	7	P	27	0.35	34.00	11.90 PHOTOCOPIES FOR APRIL, 2018	27
72873.1	05/31/2018	7	P	27	0.35	140.00	52.15 PHOTOCOPIES FOR MAY, 2018	31
72873.1	07/31/2018	7	P	27	0.35	12.00	4.20 PHOTOCOPIES FOR JULY, 2018	37
72873.1	08/31/2018	7	P	27	0.35	385.00	134.75 PHOTOCOPIES FOR AUGUST, 2018	41
Total for Tcode 27					Debit	612.00	PHOTOCOPIES	
Tcode 34 LEXIS NEXIS RESEARCH FOR								
72873.1	02/01/2018	7	A	34			28.30 LEXIS NEXIS RESEARCH FOR JANUARY, 2018	ARCH
72873.1	04/01/2018	7	P	34			8.47 LEXIS NEXIS RESEARCH FOR MARCH, 2018	25
72873.1	10/01/2018	7	P	34			251.46 LEXIS NEXIS RESEARCH FOR SEPTEMBER, 2018	42
Total for Tcode 34					Debit	268.23	LEXIS NEXIS RESEARCH FOR	
					GRAND TOTALS			
					Debit	2,308.66		

EXHIBIT 2

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF LEXINGTON	)	CIVIL ACTION NO. 2017CP320220
	)	
ARM Quality Builders LLC d/b/a ARM	)	
Quality Builders,	)	
	)	NOTICE OF DEPOSITION OF ARM
Plaintiff,	)	QUALITY BUILDERS LLC D/B/A ARM
	)	QUALITY BUILDERS 30(b)(6)
v.	)	WITNESS(ES)
	)	[Rule 30(b)(6), SCRPC]
Joseph A. Golson and Lycia B. Golson and	)	
Branch Banking and Trust Company,	)	
	)	
Defendants.	)	

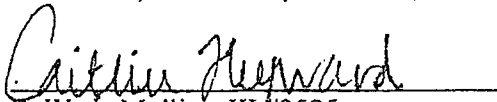
TO: JAMES RANDALL DAVIS, ATTORNEY FOR DEFENDANT:

YOU WILL PLEASE TAKE NOTICE that the Defendants, Joseph A. Golson and Lycia B. Golson by and through its Counsel, pursuant to Rule 30(b)(6) of the South Carolina Rules of Civil Procedure, will take the deposition of Arm Quality Builders LLC d/b/a Arm Quality Builders 30(B)(6) Witness(es) from among the officers, directors, managing agents, or such other persons who consent to testify on its behalf and who are most knowledgeable regarding the subject matter pertaining to the above-captioned case as set forth hereinbelow. The deposition will take place at Bruner Powell Wall & Mullins, LLC, 1735 Saint Julian Place, Suite 200, Columbia, SC 29204 on March 20, 2018, commencing at 8:00 a.m. upon oral examination before a Notary Public for South Carolina or some other officer authorized by law to administer oaths. The oral examination shall continue from time to time and day to day until completed, including any adjournments thereof. You are hereby notified, of said examination on oral deposition, and you are further invited to attend and participate.

Notice is further given as follows:

- Subject:
1. Person or persons most knowledgeable regarding Plaintiff's work on the Golsons' Project that is the subject of this action.
 2. Person or persons most knowledgeable regarding Plaintiff's subcontracts, payments to subcontractors and material suppliers, and the work any and all subcontractors performed on the Golsons' Project on behalf of Plaintiff that is the subject of this action.
 3. Person or persons most knowledgeable regarding Plaintiff's all projects on which Plaintiff performed any work in the years 2015, 2016 and 2017, including work performed and payments to subcontractors and material suppliers.
 4. Person or persons most knowledgeable regarding Plaintiff's tax returns, balance sheet, accounting, and bank accounts, bank statements, deposits and withdrawals.
 5. Person or persons most knowledgeable regarding Plaintiff's all projects on which Plaintiff performed any work in the years 2015, 2016 and 2017.

BRUNER, POWELL, WALL & MULLINS, LLC


 E. Wade Mullins, III #3525
 Caitlin C. Heyward #101158
 Post Office Box 61110
 Columbia, South Carolina 29260-1110
 (803)252-7693
 Attorney for Defendants Golsons

March 6, 2018
 Columbia, SC

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF LEXINGTON	)	CIVIL ACTION NO. 2017CP320220
	)	
ARM Quality Builders LLC d/b/a ARM	)	
Quality Builders,	)	
	)	NOTICE OF DEPOSITION OF ARM
Plaintiff,	)	QUALITY BUILDERS LLC D/B/A ARM
	)	QUALITY BUILDERS 30(b)(6)
	)	WITNESS(ES)
v.	)	[Rule 30(b)(6), SCRCF]
	)	
Joseph A. Golson and Lycia B. Golson and	)	
Branch Banking and Trust Company,	)	
	)	
Defendants.	)	

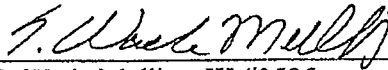
TO: JAMES RANDALL DAVIS, ATTORNEY FOR DEFENDANT:

YOU WILL PLEASE TAKE NOTICE that the Defendants, Joseph A. Golson and Lycia B. Golson by and through its Counsel, pursuant to Rule 30(b)(6) of the South Carolina Rules of Civil Procedure, will take the deposition of Arm Quality Builders LLC d/b/a Arm Quality Builders 30(B)(6) Witness(es) from among the officers, directors, managing agents, or such other persons who consent to testify on behalf and who are most knowledgeable regarding the subject matter pertaining to the above-captioned case as set forth hereinbelow. The deposition will take place at Bruner Powell Wall & Mullins, LLC, 1735 Saint Julian Place, Suite 200, Columbia, SC 29204 on April 10, 2018, commencing at 8:00 a.m. upon oral examination before a Notary Public for South Carolina or some other officer authorized by law to administer oaths. The oral examination shall continue from time to time and day to day until completed, including any adjournments thereof. You are hereby notified, of said examination on oral deposition, and you are further invited to attend and participate.

Notice is further given as follows:

- Subject:
1. Person or persons most knowledgeable regarding Plaintiff's work on the Golsons' Project that is the subject of this action.
 2. Person or persons most knowledgeable regarding Plaintiff's subcontracts, payments to subcontractors and material suppliers, and the work any and all subcontractors performed on the Golsons' Project on behalf of Plaintiff that is the subject of this action.
 3. Person or persons most knowledgeable regarding all projects on which Plaintiff performed any work in the years 2015, 2016 and 2017, including work performed and payments to subcontractors and material suppliers.
 4. Person or persons most knowledgeable regarding Plaintiff's tax returns, balance sheet, accounting, and bank accounts, bank statements, deposits and withdrawals.
 5. Person or persons most knowledgeable regarding all Plaintiff's projects on which Plaintiff performed any work in the years 2015, 2016 and 2017.

BRUNER, POWELL, WALL & MULLINS, LLC



E. Wade Mullins, III #3525
Caitlin C. Heyward #101158
Post Office Box 61110
Columbia, South Carolina 29260-1110
(803)252-7693
Attorney for Defendants Golsons

March 29, 2018
Columbia, SC

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF LEXINGTON	)	CIVIL ACTION NO. 2017CP320220
	)	
ARM Quality Builders LLC d/b/a ARM	)	
Quality Builders,	)	
	)	NOTICE OF DEPOSITION OF ARM
Plaintiff,	)	QUALITY BUILDERS LLC D/B/A ARM
	)	QUALITY BUILDERS 30(b)(6)
v.	)	WITNESS(ES)
	)	[Rule 30(b)(6), SCRCPP]
Joseph A. Golson and Lycia B. Golson and	)	
Branch Banking and Trust Company,	)	
	)	
Defendants.	)	

TO: JAMES RANDALL DAVIS, ATTORNEY FOR DEFENDANT:

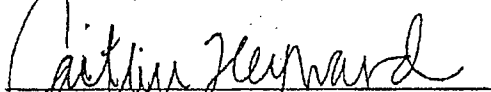
YOU WILL PLEASE TAKE NOTICE that the Defendants, Joseph A. Golson and Lycia B. Golson by and through its Counsel, pursuant to Rule 30(b)(6) of the South Carolina Rules of Civil Procedure, will take the deposition of Arm Quality Builders LLC d/b/a Arm Quality Builders 30(B)(6) Witness(es) from among the officers, directors, managing agents, or such other persons who consent to testify on behalf and who are most knowledgeable regarding the subject matter pertaining to the above-captioned case as set forth hereinbelow. The deposition will take place at Davis Frawley, LLC 140 E. Main street Lexington, SC 29072 on August 13, 2018, commencing at 10:00 a.m. upon oral examination before a Notary Public for South Carolina or some other officer authorized by law to administer oaths. The oral examination shall continue from time to time and day to day until completed, including any adjournments thereof. You are hereby notified, of said examination on oral deposition, and you are further invited to attend and participate.

Notice is further given as follows:

Subject: 1. Person or persons most knowledgeable regarding Plaintiff's work on the Golsons' Project that is the subject of this action.

2. Person or persons most knowledgeable regarding Plaintiff's subcontracts, payments to subcontractors and material suppliers, and the work any and all subcontractors performed on the Golsons' Project on behalf of Plaintiff that is the subject of this action.
3. Person or persons most knowledgeable regarding all projects on which Plaintiff performed any work in the years 2015, 2016 and 2017, including work performed and payments to subcontractors and material suppliers.
4. Person or persons most knowledgeable regarding Plaintiff's tax returns, balance sheet, accounting, and bank accounts, bank statements, deposits and withdrawals.
5. Person or persons most knowledgeable regarding all Plaintiff's projects on which Plaintiff performed any work in the years 2015, 2016 and 2017.
6. Person on persons most knowledgeable regarding the mechanic's lien that is the subject of this action and the backup documentation supporting the same.
7. Person or persons most knowledgeable regarding the claims asserted by ARM Quality Builders, LLC against the Golsons.
8. Person or persons most knowledgeable regarding the defenses asserted by ARM Quality Builders, LLC to Defendants' counterclaims.
9. Person or persons most knowledgeable regarding Plaintiff's contract with Defendants that is the subject of this action.

BRUNER, POWELL, WALL & MULLINS, LLC



E. Wade Mullins, III #8525

Caitlin C. Heyward #101158

Post Office Box 61110

Columbia, South Carolina 29260-1110

(803)252-7693

Attorney for Defendants Golsons

August 7, 2018
Columbia, SC

EXHIBIT 3

Caitlin Heyward

From: Caitlin Heyward
Sent: Wednesday, August 15, 2018 11:57 AM
To: Randy Davis; Nicole Price
Cc: Wade Mullins
Subject: Golson
Attachments: 007 Filed Order Granting Motion to Compel.pdf

Randy,

I reviewed our email exchange and the attached order and your client was ordered to produce the "full and complete Master Card credit card statements for the years 2016 and 2017 for the Master card(s) ending in 0499 and 6927". Full and complete does not mean incomplete and cherry picked portions of statements for month your client has determined are relevant. You indicated to me on numerous occasions that I would have the statements in hand before Ahmad's deposition.

I trusted that you would follow through on your word. However, your client has refused to produce the documents he was ordered to produce in advance of his deposition, preventing me from examining him about them. The documents are relevant for numerous reasons, not the least of which being that the credit card charges your client claims relate to the Golson's project *are in dispute*.

I plan to file a Rule 11 Motion seeking attorney's fees and costs and a Rule to Show Cause for failure to comply with the attached order on Monday if I do not receive them before then.

Regards,

Caitlin C. Heyward

BRUNERPOWELL

BRUNER, POWELL, WALL & MULLINS, LLC
P.O. Box 61110
1735 St. Julian Place, Suite 200 (29204)
Columbia, SC 29260-1110
(p) 803.252.7693
www.brunerpowell.com

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STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF LEXINGTON	)	Civil Action No.: 2017-CP-32-02204
	)	
ARM Quality Builders LLC d/b/a ARM	)	
Quality Builders,	)	
	)	ORDER GRANTING MOTION TO
Plaintiff,	)	COMPEL
	)	
v.	)	
	)	
Joseph A. Golson and Lycia B. Golson,	)	
Branch Banking and Trust Company,	)	
	)	
Defendants.	)	

This case came before this Court on May 8, 2018 for a hearing on Defendants' motion to compel production of certain documents responsive to Defendants' Second Set of Requests for Production, which were served upon Plaintiff on January 2, 2018. Plaintiff has entered suit against the defendants for breach of contract and foreclosure of a mechanics' lien in connection with the construction of Defendants Joseph Golson and Lycia Golson's home ("the Project"). Defendants counterclaimed for breach of contract, negligent misrepresentation and fraud. The allegations of the parties' pleadings are incorporated herein by reference.

DISCUSSION

In considering Defendants' discovery motion, this Court is given broad discretion. *See Evening Post Pub Co. v. Berkeley School District*, 392 S.C. 76, 708 S.E.2d 745 (2011). Indeed, the scope of discovery in South Carolina is very broad. *Samples v. Mitchell*, 329 S.C. 105, 495 S.E.2d 213 (Ct. App. 1997). The rights of discovery provided by the rules gives the trial lawyer the means to prepare for trial, and when these rights are not accorded, prejudice must be presumed. *Id.* at 114. The entire thrust of the discovery rules is to allow full and fair disclosure. *Id.* at 113.

Defendants seek an order compelling discovery of the following:

I. Defendants' Request for Production No. 1 seeks a copy of Plaintiff's complete state and federal tax returns for 2016.

II. Defendants' Request for Production No. 2 seeks all Master Card credit card statements for the years 2016 and 2017 for the Master Card(s) ending in 0499 and 6927.

III. Defendants' Request for Production No. 3 seeks all credit card statements for the years 2016 and 2017 for any other credit cards used to pay any vendors, subcontractors or any other person or entity for labor, material, supplies and/or services relating to the Project.

IV. Defendants' Request for Production No. 4 seeks all credit card receipts and credit card statements evidencing payment for labor, material, supplies and/or services supplied to the Project for the following subcontractors/suppliers:

- a. BMC;
- b. Winsupply;
- c. Stier;
- d. SCE&G
- e. Bilt Rite Garage Doors;
- f. Columbia Shelving & Mirror, Inc.
- g. Barnhill Services, Inc.
- h. GTG; and
- i. Cayce Exterminating

Prior to the hearing, the parties resolved their discovery dispute regarding Requests to Produce Nos. 2, 3, and 4. Plaintiff agreed to produce the full and complete credit card statements responsive to Requests to Produce Nos. 2, 3, and 4 within 30 days of the hearing pursuant to a mutually agreeable confidentiality order. The parties also agreed to resolve an ancillary discovery matter relating to Plaintiff's objection to Defendants' subpoena to First Citizens Bank as relating to the subpoena dated October 25, 2017 which stated:

- 1) Copies of all bank statement and copies of all checks drawn from any account(s) held by Ahmad Mazloom from January 1, 2016 to March 1, 2017.
- 2) Copies of all checks deposited into any account(s) held by Ahmad Mazloom from January 1, 2016 to March 1, 2017.

Counsel for Plaintiff agreed and confirmed on the Record that Plaintiff withdraws its objection to the Subpoena on the condition that Mazloom's personal bank records will likewise be subject to the confidentiality order. The parties' agreement was memorialized on the Record and is incorporated herein.

The remaining issue before the court relates to Plaintiff's objection to Defendants' Request for Production No. 1 for Plaintiff's federal and state tax returns. As a threshold matter, the information and documents sought by Defendants are relevant to the subject matter of this action and are, therefore, discoverable. Nothing herein shall be deemed a determination of admissibility as evidence.

Plaintiff disputed that it is required to produce its tax returns. Plaintiff argued that it would not be required under South Carolina law to provide information sought under Defendants' Request to Produce and Request to Produce No. 1 because it is confidential in nature, cumulative and duplicative of the information provided in response to Defendants' subpoenas to numerous subcontractors and Defendants' prior discovery requests to Plaintiff.

Defendants acknowledged that several subpoenas for invoices, receipts and other project records were issued to subcontractors, but Defendants deny the tax returns are duplicative or cumulative. The Project concluded many months before the issuance of the subpoenas, and many subcontractors failed to maintain records responsive to the subpoenas. Furthermore, Defendants argued some of the subpoena responses appear to contradict several project invoices and other records produced by Plaintiff, which is partly the basis for the counterclaims. Defendants pointed out that Plaintiff represented in response to Defendants' First Set of Interrogatories that the Golsons' project was its only project in the past (3) calendar years, yet several witnesses testified regarding additional projects Plaintiff worked on during that time. Defendants argued these facts

are relevant because Defendants claim Plaintiff unlawfully charged Defendants for labor and materials that were incorporated into other projects.

Defendants contend the tax returns are necessary to prepare its defense to Plaintiff's mechanic's lien and breach of contract action as well as to adequately prosecute their counterclaims. Defendants argued the tax returns are discoverable and could provide insight into a number of relevant matters, including but not limited to, the number of projects Plaintiff was involved in, how much money each project cost and how much income it made.

THEREFORE, after consideration of the submissions by counsel and arguments made during the hearing this Court grants Defendants' motion to compel as set forth below:

1. Defendants' Request for Production No. 1: Plaintiff is ordered to provide unredacted copies of the requested tax returns, including all schedules thereto, on or before Friday, June 8, 2018. The tax returns are subject to a mutually agreed upon confidentiality order between the parties.

2. Defendants' Request for Production Nos. 2, 3, and 4, which seek the full and complete Master Card credit card statements for the years 2016 and 2017 for the Master Card(s) ending in 0499 and 6927 and for any other credit card used to pay the subcontractors enumerated therein or any subcontractor on the Project, Plaintiff is ordered to produce those records in accordance with the parties' agreement on or before Friday, June 8, 2018. Documents responsive to Request for Production Nos. 2, 3, and 4 are subject to a mutually agreed upon confidentiality order between the parties.

3. All records relating to any personal bank accounts maintained by Ahmad Mazloom and produced by First Citizens Bank in response to Defendants' subpoena are discoverable and

shall be subject to a mutually agreed upon confidentiality order between the parties as relating to the subpoena dated October 25, 2017 which stated:

- (a) Copies of all bank statement and copies of all checks drawn from any account(s) held by Ahmad Mazloom from January 1, 2016 to March 1, 2017.
- (b) Copies of all checks deposited into any account(s) held by Ahmad Mazloom from January 1, 2016 to March 1, 2017.

4. To comply with this Order, Plaintiff and Defendants agree to electronically file a mutually agreed upon proposed confidentiality order on or before May 28, 2018. If the parties are unable to agree to the terms of a proposed confidentiality order, the parties shall notify the court of their objections and submit separate proposed confidentiality orders by June 1, 2018. The court will enter its own order resolving the objections of the parties.

IT IS SO ORDERED.

The Honorable Jocelyn Newman
Presiding Judge, Eleventh Judicial Circuit

Lexington, South Carolina
_____, 2018



Lexington Common Pleas

Case Caption: ARM Quality Builders LLC , plaintiff, et al VS Joseph A Golson

Case Number: 2017CP3202204

Type: Order/Compel

So Ordered

Jocelyn Newman

Electronically signed on 2018-05-18 11:28:12 page 6 of 6

Caitlin Heyward

From: Nicole Price <Nicole@oldcourthouse.com>
Sent: Tuesday, August 21, 2018 3:21 PM
To: Caitlin Heyward
Subject: ARM - Golson
Attachments: Credit Card Statements.pdf

Attached are the credit card statements for December 5, 2015 – July 18, 2016 and April 17, 2017 – November 17, 2017. I believe the missing months have been previously supplied to you but I am going to check on that.

Yours very truly,

James Randall Davis

Davis|Frowley

Post Office Box 489 (29071)
140 East Main Street (29072)
Lexington, South Carolina
Tel: (803) 359-2512
Fax: (803) 359-7478
E-mail: nicole@oldcourthouse.com

This electronic communication (including attachments) may contain attorney privileged and confidential information intended only for the use of the named recipient. If you are not the intended recipient, you are prohibited from disseminating, distributing or copying this communication. If you have received this communication in error, please immediately notify us by return message or by telephone at 803.359.2512 and delete this communication from your system. Thank you.

STATE OF SOUTH CAROLINA)
COUNTY OF LEXINGTON)
ARM Quality Builders LLC d/b/a,)
ARM Quality Builders,)
Plaintiff(s),)
v.)
Joseph A. Golson and Lycia B. Golson)
and Branch Banking and Trust Company,)
Defendants)

Joseph A. Golson and Lycia B. Golson,)
Third-Party Plaintiffs)
v.)
Ahmad Mazloom,)
Third-Party Defendant)

IN THE COURT OF COMMON PLEAS

Case No.: 2017-CP-32-02204

**DEFENDANTS' MEMO IN
OPPOSITION TO PLAINTIFF'S
MOTION PURSUANT TO RULE 52(B)
AND RULE 59(H)**

**TO: JAMES RANDALL DAVIS ESQ., COUNSEL FOR PLAINTIFF AND THIRD-
PARTY DEFENDANT**

Plaintiff moved this Court to reconsider its Order dated November 27, 2018 pursuant to SCRCP 52(b) and 59(h). As a threshold matter, Plaintiff's Motion pursuant to Rule 59(h) must be denied on the basis that there is no Rule 59(h) within the South Carolina Rules of Civil Procedure. Therefore, the sole basis for Plaintiff's Motion is Rule 52(b), which does not apply in the context of an order granting summary judgment. Instead, Rule 52(b) relates to the sufficiency of the evidence to support findings by the court upon entry of a judgment in actions tried by the

court non-jury. For these reasons alone, Plaintiff's Motion should be denied. However, assuming Plaintiff intended to file its Motion pursuant to Rule 59(e), Defendants respond as follows:

Plaintiff's grounds for its Motion are that Defendants purportedly (1) did not properly raise the issue as to whether the Mechanic's lien was filed after the 90-day statutory filing period pursuant to S.C. Code Ann. § 29-5-90 in its Motion to Dismiss; (2) did not raise insufficiency of service of process in a motion to dismiss or responsive pleading pursuant to rule 12(b); and (3) a genuine issue of material fact exists as to whether service of process was proper.

Regarding the first ground, Defendants did indeed raise § 29-5-90 as a ground in support of its Motion to Dismiss/Dissolve the Mechanic's Lien both prior to the hearing, at the hearing and in their proposed order to the Court. Defendants also alleged that the Lien was invalid because "Plaintiff failed to comply with the requirements of S.C. Code Ann. § 29-5-10 *et seq*" as an affirmative defense. *See* Defendants' Answer, Counterclaims and Third-Party Complaint ¶¶40-41. Defendants intended to mirror this language in its Notice of Motion and Motion to Dissolve Mechanic's Lien but admittedly erroneously omitted the word "*et seq.*" after the statutory citation. Nevertheless, Plaintiff was on notice that § 29-5-90 was the ground for Defendants' Motion.¹

In fact, on September 10, 2018, Defendants emailed the Court and Plaintiffs' counsel indicating that Defendants would be relying on the recorded Mechanic's Lien "*along with S.C. Code Ann. § 29-5-90*" in support of their Motion. *See* email attached as **Exhibit A** (emphasis added).² Most notably, Plaintiff filed a pre-hearing brief before the hearing in which Plaintiff

¹ Defendants' Motion was properly construed as a Motion for Summary Judgment.¹ In its Order, the Court acknowledged its ruling was based upon the pleadings in addition to the evidence, argument, affidavits, and testimony presented at the hearing, and the materials submitted upon the Court's request after the hearing.

² In its Motion to Reconsider, Plaintiff mischaracterizes and blatantly misstates Defendants' correspondence to this Court. Specifically, Plaintiff states that "Defendants, prior to the Motion to Dismiss being heard, indicated that they were relying on Plaintiff's Notice of Mechanic's Lien and documents attached thereto as well as the Affidavit of Non-

argues the Mechanic's Lien was filed timely "because a material invoice indicated material was provided to the project as late as February 16, 2017." *See* Plaintiff's Brief on Defendants' Motion to Dismiss attached hereto as **Exhibit B**. Plaintiff even attached material invoices for the Court to consider in support of its brief. *Id.* In its pre-hearing brief, Plaintiff chose to address the merits of the timeliness argument prior to the hearing and did not raise any objection to the Court's consideration of the same. *Id.*

In response to Plaintiffs' late filing, Defendants emailed additional documents in support of its Motion to the Court prior to the hearing. **Exhibit C**. The attachments included excerpts from Mr. Mazloom's deposition in which he admitted that no work was performed on the Project after January 2017, which Defendants relied upon to prove the Lien was filed untimely. Defendants' email also included an excerpt from a South Carolina construction law treatise that addressed the statutory requirement to file and serve a mechanic's lien within 90 days of the last date of work. *Id.* Those documents presented to the Court again at the hearing on Defendants' Motion, during which the timeliness issue was argued at length by both parties.

After the hearing, the Court allowed Plaintiff an opportunity to produce additional evidence, argument and other materials in rebuttal and allowed both parties to submit proposed orders. Plaintiff's Proposed Order even acknowledges that "Defendants relied upon ... *S.C. Code Ann. § 29-5-90*." *See* Plaintiff's Proposed Order attached hereto as **Exhibit D**, p. 2. Plaintiff then went on to discuss the evidence relating to the February 16, 2017 invoice that Plaintiff relied upon at the hearing to rebut Defendants' timeliness argument. *Id.* Nowhere in Plaintiff's Proposed Order

Service and *S.C. Code Ann. § 29-5-10*." Motion to Reconsider, p. 2 (emphasis added). As mentioned previously, the correspondence to which Plaintiff refers is attached hereto as **Exhibit A**, in which Defendants specifically cite *§ 29-5-90*, and not *§ 29-5-10*, as the basis of their motion.

is a discussion or finding that Plaintiff was not on proper notice of Defendants' timeliness argument pursuant to § 29-5-90 or did that Plaintiff did not have adequate time to respond to the same. For Plaintiff to now argue that ground was improperly heard and ruled upon by the Court at this late stage is erroneous and disingenuous.

Regarding Plaintiff's second ground in support of its Motion, failure to comply with the requirements of the Mechanic's Lien Statute are not affirmative defenses that are waived if not raised in a responsive pleading pursuant to Rule 12(b). Moreover, Defendants do not argue and have never argued that service of Plaintiff's Summons and Complaint was defective. Nevertheless, as pointed out above, Defendants did indeed affirmatively allege Plaintiff's failure to comply with the Mechanic's Lien statute as a defense in their Answer. *See* Defendants' Answer, Counterclaims and Third-Party Complaint ¶¶40-41. Specifically, Defendants alleged Plaintiff's lien was invalid because "Plaintiff failed to comply with the requirements of S.C. Code Ann. § 29-5-10 *et seq.*" *Id.* S.C. Code Ann. § 29-5-90 is necessarily included in § 29-5-10 *et seq.* As such, Defendants affirmatively and properly raised Plaintiff's failure to timely file the Mechanic's Lien and failure to serve the same in accordance with the requirements S.C. Code Ann. § 29-5-90.

Finally, Plaintiff's Motion must be denied because there is no genuine issue of material fact that Defendants were not served with a copy of the Mechanic's Lien in this case. The cases upon which Plaintiff relies do not support its position: *See Clo-Car Trucking Co. v. CLIFFLURE ESTATES*, 282 S.C. 573 (Ct. App. 1984) (holding "we must take each mechanic's lien statute as we find it for we are not at liberty to depart from the plain meaning of its language...[s]tatutory liens, then, will not be extended by us to permit a claim not specified by statute"); *See also Williamson v. Hotel Melrose*, 110 S.C. 1 (1918) ("He who sets up such a lien must bring himself fairly within the expressed intention of the lawmakers.").

Plaintiff suggests that the fact that an appellate court has not addressed the issue of whether failure to obtain an affidavit from the sheriff is fatal to the validity of the lien automatically entitles Plaintiff to withstand summary judgment. However, this Court does not require guidance from an appellate court to understand and interpret the plain language of the Mechanic's Lien statute, which provides that all liens that fail to comply with § 29-5-90 "shall be dissolved," at that necessarily means that failure to obtain a sheriff's affidavit in accordance with § 29-5-90 is fatal. Failure to serve an owner and failure to obtain a sheriff's affidavit are not "minor mistakes." The requirement that owners be timely notified is perhaps the core principal of the statute itself. Plaintiff has not complied completely with the exception of the affidavit requirement, as suggested in Plaintiff's brief. Only one attempt was made to serve Defendants at 7:21pm on May 9, 2017, when they were not home. No attempt was made to mail a copy of the lien, certified or otherwise, to Defendants' home. Plaintiff submitted an un-filed, invalid affidavit suggesting a second unsuccessful attempt was made, but that affidavit is not properly before this court. Nevertheless, even assuming two attempts were made to serve Defendants, that alone does not amount to a "diligent search" as provided in § 29-5-90.

For the reasons stated herein, in addition to the reasons set forth in the Court's Order dated November 27, 2018, which are incorporated by reference herein, Plaintiff's Motion to Reconsider must be DENIED.

BRUNER, POWELL, WALL & MULLINS, LLC

/s/ Caitlin C. Heyward ESQ.

E. Wade Mullins, III #3525

Caitlin C. Heyward #101158

Post Office Box 61110

Columbia, South Carolina 29260-1110

(803)252-7693

Attorneys for Joseph A. Golson and Lycia B. Golson

December 17, 2018
Columbia, South Carolina

EXHIBIT A

Caitlin Heyward

From: Newman, Clifton Law Clerk (Kelly Reid) <CNewmanLC@sccourts.org>
Sent: Thursday, September 13, 2018 1:06 PM
To: Caitlin Heyward
Cc: Randy Davis; Wade Mullins
Subject: RE: ARM Quality Builders, LLC, et al v. Joseph A. Golson; Case No: 2017CP3202204

Good Afternoon,

During the hearing for this matter on September 10th, Judge Newman was provided with an invoice from Winsupply, printed 2/16/17. Judge Newman would like to see the discovery that connects this specific invoice to the project at issue. Please let me know if you need any clarification regarding this request.

Thank you,

Kelly Reid
 Law Clerk to the Honorable Clifton Newman
 Phone: (803) 576-1742
 Email: cnewmanlc@sccourts.org

From: Caitlin Heyward <cheyward@brunerpowell.com>
Sent: Monday, September 10, 2018 9:45 AM
To: Newman, Clifton Law Clerk (Kelly Reid) <CNewmanLC@sccourts.org>
Cc: Randy Davis <Randy@oldcourthouse.com>; Wade Mullins <wmullins@brunerpowell.com>
Subject: RE: ARM Quality Builders, LLC, et al v. Joseph A. Golson; Case No: 2017CP3202204

Ms. Reid,

Attached is the filed Mechanic's Lien. This is what I will be relying on at the hearing along with S.C. Code Ann. 29-5-90.

Thank you,

Caitlin C. Heyward
BRUNERPOWELL
 BRUNER, POWELL, WALL & MULLINS, LLC
 P.O. Box 61110
 1735 St. Julian Place, Suite 200 (29204)
 Columbia, SC 29260-1110
 (p) 803.252.7693
www.brunerpowell.com

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From: Caitlin Heyward
Sent: Sunday, September 09, 2018 6:07 PM

To: Newman, Clifton Law Clerk (Kelly Reid) <CNewmanLC@sccourts.org>
Cc: Randy Davis <Randy@oldcourthouse.com>; Wade Mullins <wmullins@brunerpowell.com>
Subject: Re: ARM Quality Builders, LLC, et al v. Joseph A. Golson; Case No: 2017CP3202204

No continuance necessary on my end. The materials we are relying are are the complaint. Thanks.

Sent from my iPhone

On Sep 9, 2018, at 9:45 AM, Newman, Clifton Law Clerk (Kelly Reid) <CNewmanLC@sccourts.org> wrote:

Mr. Davis,

I apologize for the confusion—I think I misread your first email. However, if you all do want to move the motion to later in the week due to confusion over the Order of Protection, I believe you will have to file a motion for a continuance.

Thank you,

Kelly Reid
 Law Clerk to the Honorable Clifton Newman
 Phone: (803) 576-1742
 Email: cnewmanlc@sccourts.org

From: Randy Davis <Randy@oldcourthouse.com>
Sent: Sunday, September 9, 2018 9:42 AM
To: Newman, Clifton Law Clerk (Kelly Reid) <CNewmanLC@sccourts.org>
Cc: Caitlin Heyward <cheyward@brunerpowell.com>; Wade Mullins <wmullins@brunerpowell.com>
Subject: Re: ARM Quality Builders, LLC, et al v. Joseph A. Golson; Case No: 2017CP3202204

The one I have is the week of October 24. If there is any confusion over that order of protection, I am ok with moving motion to Tuesday or other date as I could use the additional time to get position to court

Sent from my iPhone

On Sep 9, 2018, at 9:06 AM, Newman, Clifton Law Clerk (Kelly Reid) <CNewmanLC@sccourts.org> wrote:

Good Morning,

The only Order of Protection I see on e-filing provides protection from September 24th through October 1st. This hearing is set for September 10th. Is there an Order of Protection for September 10th that I'm not seeing?

Thank you,

Kelly Reid
 Law Clerk to the Honorable Clifton Newman
 Phone: (803) 576-1742
 Email: cnewmanlc@sccourts.org

From: Randy Davis <Randy@oldcourthouse.com>
Sent: Sunday, September 9, 2018 8:58 AM

To: Caitlin Heyward <cheyward@brunerpowell.com>

Cc: Newman, Clifton Law Clerk (Kelly Reid) <CNewmanLC@sccourts.org>; Wade Mullins <wmullins@brunerpowell.com>

Subject: Re: ARM Quality Builders, LLC, et al v. Joseph A. Golson; Case No: 2017CP3202204

I have an order of protection for week of October 24; if we need to move motion to later in week or other date because of any confusion re protection order let me know; that is ok with me plus it would give additional time to get our position to the court.

Sent from my iPhone

On Sep 8, 2018, at 7:58 PM, Caitlin Heyward <cheyward@brunerpowell.com> wrote:

It is my understanding that Mr. Davis received protection for the date of this hearing. I will reach out to his office Monday morning and ask them to confirm.

Sent from my iPhone

On Sep 8, 2018, at 7:07 PM, Newman, Clifton Law Clerk (Kelly Reid) <CNewmanLC@sccourts.org> wrote:

Good Evening,

There is a Motion to Dismiss/Dissolve Mechanics Lien in the above-referenced matter set to be heard on Monday, September 10th in Lexington County. Judge Newman will be presiding over the hearing. Can you please update me on the status of this matter?

If the hearing is going forward, please send all materials that you want the court to consider.

Thank you,

Kelly Reid

Law Clerk to the Honorable Clifton Newman

Phone: (803) 576-1742

Email: cnewmanlc@sccourts.org

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<Order of Protection.pdf>

# EXHIBIT B



|                                           |   |                                                                   |
|-------------------------------------------|---|-------------------------------------------------------------------|
| STATE OF SOUTH CAROLINA                   | ) |                                                                   |
|                                           | ) |                                                                   |
| COUNTY OF LEXINGTON                       | ) | IN THE COURT OF COMMON PLEAS<br>FOR THE ELEVENTH JUDICIAL CIRCUIT |
| ARM Quality Builders LLC d/b/a            | ) |                                                                   |
| ARM Quality Builders,                     | ) | Civil Action No.: 2017-CP-32-02204                                |
|                                           | ) |                                                                   |
| Plaintiff,                                | ) |                                                                   |
|                                           | ) |                                                                   |
| -vs-                                      | ) | <b>BRIEF ON MOTION TO DISMISS</b>                                 |
|                                           | ) | <b>BY DEFEDANTS GOLSON</b>                                        |
| Joseph A. Golson and Lycia B. Golson, and | ) |                                                                   |
| Branch Banking and Trust Company, LLC     | ) |                                                                   |
|                                           | ) |                                                                   |
| Defendants.                               | ) |                                                                   |
|                                           | ) |                                                                   |

1. Defendants Joseph A. Golson and Lycia B. Golson (hereinafter referred to as "Defendants Golson") have not cited any particular Rule of the South Carolina Rules of Civil Procedure that they relying on as to their Motion to Dismiss on and would ask for clarification of that of matter.

2. On the issue of perfecting the Plaintiff's Notice of Mechanic's Lien and accompanying exhibits, the said documents were filed with the Register of Deeds Office in Lexington County on May 11, 2017, which was within the ninety (90) day period, as required by the statute. A material invoice indicating that material was provided to the project as late as February 16, 2017 (Bates Numbered document ARM124-ARM126).

3. In regards to service of the Notice of Mechanic's Lien on the Defendants Golson, attempted service was made on two occasions with the latter being May 9, 2017, as indicated in the Affidavits provided by the process server indicating that service was attempted and posting of the Notice of Mechanic's Lien was placed on the Defendants Golson's front door of the house. There is no sheriff's affidavit filed in this case, but it is not necessary because based on the deposition of the Defendant Joseph A. Golson, he testified that he and his family had moved into the house in January 2017 and the Certificate of Occupancy on the house had been issued for

them to live in the house and they had claimed their four (4%) percent legal residence on the house with the County of Lexington Assessor's Office. See pages 33 and 34 of the Deposition of Joseph A. Golson and attached County of Lexington 2017 Tax Bill for the property.

The purpose of the Sheriff's affidavit would be to verify whether the individuals live in Lexington County or not. That verification was proven by the deposition of the Defendant Joseph A. Golson. Also see *SC Code Ann.* §15-67-30 as to the purpose of sheriff verification.

Furthermore, the attorneys for the Defendants were retained by the Defendants Golson prior to the filing of the Notice of Mechanic's Lien, as indicated by the attached documents, including a letter of representation from the Defendant Golson's counsel (see attached e-mail dated April 1, 2017), follow-up letters and e-mails indicating discussion (see attached e-mail dated April 7, 2017 and e-mail dated April 27, 2017) and notification to Defendant Golson's counsel that we would have to file a Notice of Mechanic's Lien (see attached letter dated April 17, 2017) and that the Notice of Mechanic's Lien was sent to the Defendant Golson's counsel on May 15, 2017 (see attached e-mail dated May 15, 2017, with attachments). South Carolina Rules of Civil Procedure, Section 5(a) and 5(b)(1), allows "Notices to be served on the party or their attorneys".

Counsel for the Plaintiff has only found one case dealing with the question of service of the Notice of Mechanic's Lien on the owners of the property and in this case Summary Judgment was denied where there was evidence of mailing the Mechanic's Lien to the homeowners and their denial of the receipt of the same. *Stovall Building Supplies, Inc. v. Mottet*, 305 S.C. 28, 406 S.E.2d 176 (1990). There is no discussion of requirement for the sheriff's affidavit in this case.

4. In regards to monies owed to the Plaintiff, the Affidavit attached to the Notice of Mechanic's Lien indicates what is owed to the Plaintiff which is the sum of \$55,085.52, there were two contracts (see attached Contract to Build and Contract for Services) on this project: (1)

for the costs of the home; and (2) for the services rendered by the Plaintiff as the contractor on the project. Attached are both contracts. The amount owed is to the Plaintiff for his services rendered which would be in compliance with *SC Code Ann. §29-5-10* in addition to the case of *Sentry Engineering Construction, Inc. v. Marina's Cay Development Corp.*, 287 S.C. 346, 338 S.E.2d 631 (1985), would allow the monies owed to the Plaintiff are a component of the allowed Mechanic's Lien damages.

DAVIS FRAWLEY, LLC  
140 East Main Street, P.O. Box 489  
Lexington, South Carolina 29071  
(803) 359-2512

BY: /s/ James Randall Davis  
James Randall Davis, SC Bar No. : 1580

ATTORNEYS FOR PLAINTIFF

Lexington, South Carolina  
September 10, 2018

# EXHIBIT C

**Caitlin Heyward**

**From:** Caitlin Heyward  
**Sent:** Monday, September 10, 2018 12:48 PM  
**To:** Nicole Price; cnewmanlc@sccourts.org; cnewmanj@sccourts.org  
**Subject:** RE: ARM Builders LLC d/b/a ARM Quality Builders v. Joseph A. Golson, et al; Civil Action No.: 2017-CP-32-02204  
**Attachments:** Additional documents to consider.pdf

In light of Plaintiff's late filing of the below brief, attached are additional documents Defendants will ask the court to consider at the hearing.

Caitlin C. Heyward

**BRUNERPOWELL**

BRUNER, POWELL, WALL & MULLINS, LLC  
P.O. Box 61110  
1735 St. Julian Place, Suite 200 (29204)  
Columbia, SC 29260-1110  
(p) 803.252.7693  
[www.brunerpowell.com](http://www.brunerpowell.com)

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**From:** Nicole Price <Nicole@oldcourthouse.com>  
**Sent:** Monday, September 10, 2018 11:40 AM  
**To:** cnewmanlc@sccourts.org; cnewmanj@sccourts.org  
**Cc:** Caitlin Heyward <cheyward@brunerpowell.com>  
**Subject:** ARM Builders LLC d/b/a ARM Quality Builders v. Joseph A. Golson, et al; Civil Action No.: 2017-CP-32-02204

Please see the attached Brief on Motion to Dismiss by Defendants Golson which is set for a Motion Hearing today at 2:00 p.m. By copy of this e-mail I am sending the same to opposing counsel. Please confirm your receipt of the same. Thank you.

Yours very truly,

James Randall Davis

Davis|Frawley

Post Office Box 489 (29071)  
140 East Main Street (29072)  
Lexington, South Carolina  
Tel: (803) 359-2512  
Fax: (803) 359-7478  
E-mail: [nicole@oldcourthouse.com](mailto:nicole@oldcourthouse.com)

\*\*\*\*\*  
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|                                       |   |                                     |
|---------------------------------------|---|-------------------------------------|
| STATE OF SOUTH CAROLINA               | ) | IN THE COURT OF COMMON PLEAS        |
|                                       | ) |                                     |
| COUNTY OF LEXINGTON                   | ) | Case No.: 2017-CP-32-02204          |
|                                       | ) |                                     |
| ARM Quality Builders LLC d/b/a,       | ) |                                     |
| ARM Quality Builders,                 | ) |                                     |
|                                       | ) | <b>AFFIDVAIT OF ATTORNEYS' FEES</b> |
| Plaintiff(s),                         | ) |                                     |
|                                       | ) |                                     |
| v.                                    | ) |                                     |
|                                       | ) |                                     |
| Joseph A. Golson and Lycia B. Golson  | ) |                                     |
| and Branch Banking and Trust Company, | ) |                                     |
|                                       | ) |                                     |
| Defendants                            | ) |                                     |
|                                       | ) |                                     |
| Joseph A. Golson and Lycia B. Golson, | ) |                                     |
|                                       | ) |                                     |
| Third-Party Plaintiffs                | ) |                                     |
|                                       | ) |                                     |
| v.                                    | ) |                                     |
|                                       | ) |                                     |
| Ahmad Mazloom,                        | ) |                                     |
|                                       | ) |                                     |
| Third-Party Defendant                 | ) |                                     |
|                                       | ) |                                     |

PERSONALLY APPEARED BEFORE ME, Caitlin C. Heyward, attorney for the above-named Defendants, Joseph A. Golson and Lycia B. Golson, being first duly sworn, deposes and states as follows:

1. I am an attorney with the firm Bruner, Powell, Wall & Mullins, LLC, in Columbia, South Carolina, and this firm represents the Defendants, Joseph A. Golson and Lycia B. Golson, in the above-captioned matter.

2. This firm was retained by Joseph A. Golson and Lycia B. Golson to defend the Mechanic's Lien and Suit to Foreclose the Mechanic's lien that are the subject of the above-referenced action.

3. In Defending the Action, Defendants engaged in extensive discovery. Defendants were forced to issue no less than twenty (20) subpoenas and noticed the depositions of four (4) subcontractors and the Plaintiff, for a total of (5) depositions. The court reporter and transcript fees for those (5) depositions totaled One Thousand Three Hundred Forty-Seven and 25/100 Dollars (\$1,347.25), not including attorney time.

4. The purpose of the extensive discovery was to prove that Plaintiff offered no rational basis for filing a lien against Defendants in the amount of \$55,085.52, that the lien was untimely, and that the Defendants were nor properly served.

5. Defendants were forced so subpoena every subcontractor for their invoices and prepare a reverse-accounting of the invoices produced by Plaintiff that Plaintiff claimed represented that costs incurred by Plaintiff on the Project, many of which proved to be manipulated by the Plaintiff or false.

6. Defendants also incurred attorneys' fees in connection with the preparation and defense of the deposition of Defendant Joseph Golson.

7. In Defending Joseph A. Golson and Lycia B. Golson in this action, the Defendants have incurred attorneys' fees in the amount of Twenty-Nine Thousand Three Hundred and Fifty Four Dollars and 00/100 (\$29,354.00) and costs in the amount of Two Thousand Six Hundred Twenty Two and 09/100 Dollars (\$2,622.09) for a total of Thirty-One Thousand Nine Hundred Fifty Six and 09/100 Dollars (\$31,956.09) in attorneys' fees and costs.

8. All of the attorneys' fees and costs stated herein is for work done within the scope of defending against the Mechanic's Lien.

9. Defendants are billed hourly by the undersigned for and this case is not billed on a contingency basis.



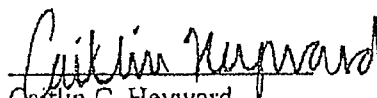
10. As of August 31, 2018, Attorney E. Wade Mullins III has incurred 22 hours of attorney time at a rate of \$200.00 per hour in connection with the defense of the Mechanic's Lien for a total of \$4,400.00.

11. As of August 31, 2018, Attorney Caitlin C. Heyward has incurred 147 hours hour attorney time at a rate of \$150.00 per hour in connection with the defense of the Mechanic's Lien for a total of \$22,050.00.

12. As of August 31, 2018, Bruner Powell has billed Defendants for 36.3 hours of paralegal time at a rate of \$80 per hour in connection with the defense of the Mechanic's Lien for a total of \$2,904.00.

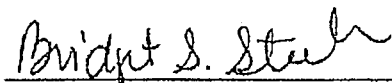
13. As such, the Defendants are entitled to and award of \$31,956.09 in attorneys' fees and costs in accordance with S.C. Code Ann. § 29-5-10 to -20.

**FURTHER AFFIANT SAYETH NOT.**

  
Caitlin C. Heyward

SWORN TO BEFORE ME

this 10<sup>th</sup> day of September 2018

 (L.S.)

Bridget S. Steele (Printed Name)

Notary Public for South Carolina

My Commission Expires 3/9/2028 (SEAL)

**In The Matter Of:**  
*ARM Quality Builders v.*  
*Golson, et al*

---

*Ahmad Mazloom*  
*August 13, 2018*

---

*Gina M. Smith Court Reporting, LLC*  
*117 Harmon Creek Court*  
*Lexington, SC 29072*  
*803-359-5705*

Original File 180813AM.txt  
File-J-Cript® with Word Index

Page 41

1 went to the bank because I write those check for  
2 the IRS and I don't forget how much I pay cash.  
3 Q. Okay. How do you keep track of how much  
4 cash you pay?  
5 A. When I pay cash, each time -- not each  
6 time, to add it together, and I write those  
7 checks --  
8 Q. Okay.  
9 A. -- is the reason I writing those check for  
10 my record.  
11 Q. Okay. So the checks for your records are  
12 a reminder that you paid a sub in cash?  
13 A. Yes.  
14 Q. Okay. And each check, does that represent  
15 one cash payment?  
16 A. No.  
17 Q. Okay. How do you keep track of the  
18 multiple cash payments to come up with the amount  
19 in the check?  
20 A. I write it in a note.  
21 Q. You write it in a note?  
22 A. Yes.  
23 Q. Okay. Where do you keep those notes?  
24 A. In my desk.  
25 Q. Okay. Have you produced those notes --

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1 A. When I finish that, I throw away my note  
2 because I add it together how many times I give  
3 them cash --  
4 Q. Okay.  
5 A. -- and how much I pay, and when I finish  
6 it, how much I pay, I write the check and never go  
7 to bank. I put in the file.  
8 Q. Okay. So you wrote notes in this case  
9 that you've since thrown away?  
10 A. Yes.  
11 Q. Okay. When did you throw away the notes?  
12 A. When I write the check, put it in my file.  
13 Q. Okay. When did you write the check to put  
14 in your file?  
15 A. Whenever I finished the job.  
16 Q. Okay.  
17 A. They do -- not finish completely, but  
18 yeah.  
19 Q. So would that be January of 2017? When  
20 was the Golsons' job finished?  
21 A. Actually I could finish it in December.  
22 Q. You finished the Golsons' project in  
23 December?  
24 A. I could, but they told me to stretch it to  
25 January because for that year 2000 -- what was

Page 43

1 it -- 2016, they don't pay tax, property tax for  
2 the house. If I get it final inspection for the  
3 house and certificate of occupancy in 2016, end of  
4 2016, they have to pay property tax for the house,  
5 but they told me finish it in January, they don't  
6 have to pay for the house property tax for 2016,  
7 just pay for the lot.  
8 Q. Okay.  
9 A. Did you follow me now?  
10 Q. I followed you, but that wasn't my  
11 question.  
12 A. I am asking you question, when you finish  
13 it. I said I could finish it in December.  
14 Q. No, I said -- I asked you when was the  
15 project finished?  
16 A. Only reason --  
17 Q. I understand --  
18 A. Beginning of January.  
19 Q. Beginning of January?  
20 A. 2017.  
21 Q. Okay. When was the last date any work was  
22 performed on the house at all? Do you remember?  
23 A. What?  
24 Q. When was the last day any work was  
25 performed on the house at all?

Page 44

1 A. In January 2017.  
2 Q. Do you remember if it was early January?  
3 A. I think so.  
4 Q. Okay. What was the last thing that was  
5 done? What was the last item to be completed at  
6 the house?  
7 A. The splash -- tile splash around the  
8 kitchen.  
9 Q. The backsplash in the kitchen?  
10 A. Backsplash.  
11 Q. Okay. So the driveway was completed at  
12 that point?  
13 A. Yes.  
14 Q. Okay. Who did the backsplash?  
15 A. Harvey Wise.  
16 Q. Harvey Wise installed the backsplash?  
17 A. Yes.  
18 Q. He was the last person to do any work on  
19 the project?  
20 A. Yes.  
21 Q. Okay. So you testified earlier -- back to  
22 the -- back to getting cash payments for subs, you  
23 testified earlier that rarely you might pay a sub  
24 from your safe, your personal safe?  
25 A. Yes.

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p style="text-align: right;">Page 65</p> <p>1 Q. Mechanic's lien.<br/>2 A. Suing them.<br/>3 Q. Yes.<br/>4 A. For breach the contract.<br/>5 Q. You filed a complaint?<br/>6 A. Yes.<br/>7 Q. Right. Have you reviewed that complaint?<br/>8 A. Yes.<br/>9 Q. Okay. So you've seen it before?<br/>10 A. Yeah.<br/>11 Q. Okay.<br/>12 A. Long time ago.<br/>13 Q. Are the allegations in that complaint to<br/>14 your knowledge accurate?<br/>15 A. Yes.<br/>16 Q. Okay. You also filed an answer to Joe and<br/>17 Lycia's counterclaims, right?<br/>18 A. Yes.<br/>19 Q. Okay. Are the allegations and defenses in<br/>20 that answer, in that answer to the counterclaims,<br/>21 accurate to your knowledge?<br/>22 A. Actually I didn't see what the claim -- I<br/>23 never read it. I never see it.<br/>24 Q. Okay. So you never --<br/>25 A. I don't know what is that for.</p>                        | <p style="text-align: right;">Page 67</p> <p>1 house and show him that, and he told me, oh, we<br/>2 don't have that much money to pay you, but I<br/>3 have -- I can pay you right now \$15,000 check.<br/>4 And he went get a check and he came back<br/>5 and said we don't have a check. I don't have it.<br/>6 Lycia has a check. And I say, okay. And next day,<br/>7 Monday, Lycia came to my house eight o'clock in the<br/>8 morning, sit in my parking lot and want to see the<br/>9 receipts.<br/>10 Q. Okay.<br/>11 A. And I say I'll put everything together. I<br/>12 give it to you. That's it.<br/>13 Q. And did you do that?<br/>14 A. And she told me, can you give it to us<br/>15 some break? And I told her it's not a flea market,<br/>16 bargaining. And because you are my friends, I give<br/>17 you \$5,000 off. She said, no, 10,000. I said, I<br/>18 cannot do it. They at that time agree pay me<br/>19 \$45,000. I didn't take it. Lycia told me.<br/>20 Q. So Lycia told you she would pay you<br/>21 \$45,000?<br/>22 A. She want a break \$10,000.<br/>23 Q. She wanted \$10,000 off?<br/>24 A. But I say 5,000.<br/>25 Q. Okay. And did you --</p> |
| <p style="text-align: right;">Page 66</p> <p>1 Q. Okay. You never reviewed the answer in<br/>2 this case?<br/>3 A. I don't think so.<br/>4 Q. Okay.<br/>5 A. To my knowledge.<br/>6 Q. All right. So explain to me this document<br/>7 here, this final bill.<br/>8 A. Yeah.<br/>9 Q. When did you hand -- when did you give<br/>10 that to Joe and Lycia?<br/>11 A. As soon as I finished the house.<br/>12 Q. Okay. Well, it has a date here of<br/>13 February 11, 2017?<br/>14 A. That's it.<br/>15 Q. Okay.<br/>16 A. And it was a Sunday. I remember it was<br/>17 Sunday.<br/>18 Q. All right. Well, you testified earlier<br/>19 that the house was complete in early January 2017?<br/>20 A. Yes.<br/>21 Q. Okay. So this is about a month after the<br/>22 house was complete?<br/>23 A. Yes.<br/>24 Q. Okay. And tell me about that meeting.<br/>25 A. I called Joe and went over there to their</p> | <p style="text-align: right;">Page 68</p> <p>1 A. Because they've been my friend for 36<br/>2 years, especially him.<br/>3 Q. Okay. Did you provide the documents to<br/>4 Lycia that next day, Monday?<br/>5 A. No.<br/>6 Q. Okay. So you never gave her any documents<br/>7 to review?<br/>8 A. She took some.<br/>9 Q. So you did give her --<br/>10 A. Some receipt. I brought out the receipt<br/>11 stacked on top of each other.<br/>12 Q. Okay.<br/>13 A. I show it to her. She look at it, and I<br/>14 believe she got one or two ticket, invoice with<br/>15 her.<br/>16 Q. Okay.<br/>17 A. But I didn't care. I didn't know we get<br/>18 to this point.<br/>19 Q. How long did she review those receipts?<br/>20 A. Almost three hours in my house.<br/>21 Q. At your house?<br/>22 A. Yes.<br/>23 Q. Okay.<br/>24 A. More than three hours, yeah, long time.<br/>25 Q. All right. Were the receipts that you</p>                                                                                                                                                                                                                                                        |

## Mechanics' Liens

On the other hand, filing a single lien over the entire development typically prevents the sale of any lots in the development without a full blown cancellation of lien. This is because the title insurance company typically will not issue title insurance when any of the areas in which the purchasing homeowner has an interest (i.e. the roadways, sewers, common areas, etcetera) are subject to a lien and, therefore, potentially subject to foreclosure. The lien will immediately force the developer to address the payment concerns of the contractor or bond off the lien (which may be too costly) lest all sales in the development come to a halt. However, if the developer does not have any working capital from which to pay the contractor without the lot sales, the contractor may be effectively eliminating his best opportunity to receive payment. This is particularly true because the contractor's lien is usually junior in priority to the bank's mortgage.

### (3) Verification Required

In addition to containing a property description and statement of account, a lien notice must be verified. Specifically, Section 29-5-90 requires that the notice of lien filing be subscribed and "sworn to" by the person claiming the lien or by someone on his behalf. A lien that does not include a verification of the truth of the statement is defective on its face and shall be dissolved.<sup>118</sup> This could prove fatal if the time for filing the lien has expired.

### 2. Service of Process

The notice of claim of lien must not only be timely and properly filed, but it must also be served upon the property owner within 90 days of the last date of work or furnishing of materials to the property.<sup>119</sup> This can present problems when the owner cannot readily be located. In that event, the statute provides that service can be affected upon the person in possession of the property in lieu of the owner.<sup>120</sup> In the event neither can be located, service is affected upon obtaining an affidavit from the sheriff or his deputy that, after "diligent search," neither the owner nor the person in possession of the property can be located, and by filing the affidavit, together with the claim of lien, with the register of deeds office or the clerk of court's office.<sup>121</sup>

<sup>118</sup> S.C. Code Ann. § 29-5-90 (Law Co-Op. 2007).

<sup>119</sup> *Id.*

<sup>120</sup> *Id.*

<sup>121</sup> *Id.*

## Mechanics' Liens

Sec.

- 29-5-15. Filing requirements; penalty for frivolous lien.
- 29-5-21. Services of surveyor and real estate licensee as improving real estate; real estate licensee's liens.
- 29-5-26. Landscape services.
- 29-5-120. Time for bringing suit to enforce lien; dissolution and release of lien.
- 29-5-440. Suit on payment bond.

### § 29-5-10. Lien of person furnishing labor and materials for buildings or structures; offers of settlement.

#### Notes of Decisions

##### 1. In general

Court cannot depart from plain language of statute when enforcing mechanics' lien. *Moorhead Const., Inc. v. Enterprise Bank of South Carolina* (S.C.App. 2014) 410 S.C. 386, 765 S.E.2d 1. Mechanics' Liens ⇨ 245(1); Mechanics' Liens ⇨ 246

Procedures for enforcing mechanics' lien are provided by statute and must be strictly followed. *Moorhead Const., Inc. v. Enterprise Bank of South Carolina* (S.C.App. 2014) 410 S.C. 386, 765 S.E.2d 1. Mechanics' Liens ⇨ 116

For an inchoate mechanic's lien to become valid, the lien must be perfected and enforced in compliance with the mechanic's lien statutes. *Ferguson Fire and Fabrication, Inc. v. Preferred Fire Protection, L.L.C.* (S.C. 2014) 409 S.C. 331, 762 S.E.2d 561. Mechanics' Liens ⇨ 116

A mechanic's lien arises, inchoate, when the labor is performed or the materials are furnished; in other words, when the labor is performed or the materials are furnished, the right exists but the lien has not been perfected. *Ferguson Fire and Fabrication, Inc. v. Preferred Fire Protection, L.L.C.* (S.C. 2014) 409 S.C. 331, 762 S.E.2d 561. Mechanics' Liens ⇨ 168; Mechanics' Liens ⇨ 170

The statutory process for a mechanic's lien encompasses several steps, including: (1) creation of the lien; (2) perfection of the lien; and (3) enforcement of the lien. *Ferguson Fire and Fabrication, Inc. v. Preferred Fire Protection, L.L.C.* (S.C. 2014) 409 S.C. 331, 762 S.E.2d 561. Mechanics' Liens ⇨ 116

Mechanics' liens are purely statutory and may be acquired and enforced only in accordance with the terms and conditions set forth in the statutes creating them. *Ferguson Fire and Fabrication, Inc. v. Preferred Fire Protection, L.L.C.* (S.C. 2014) 409 S.C. 331, 762 S.E.2d 561. Mechanics' Liens ⇨ 1; Mechanics' Liens ⇨ 5

The right to a mechanic's lien arises, inchoate, when labor is performed or material furnished. *Ferguson Fire and Fabrication, Inc. v. Preferred Fire Protection, LLC* (S.C.App. 2012) 397 S.C. 379, 725 S.E.2d 495, rehearing denied, certiorari granted, reversed 409 S.C. 331, 762 S.E.2d 561. Mechanics' Liens ⇨ 166; Mechanics' Liens ⇨ 168

A mechanic's lien is purely statutory; therefore, the requirements of the statute must be strictly followed. *Ferguson Fire and Fabrication, Inc. v. Preferred Fire Protection, LLC* (S.C.App. 2012) 397 S.C. 379, 725 S.E.2d 495, rehearing denied, certiorari granted, reversed 409 S.C. 331, 762 S.E.2d 561. Mechanics' Liens ⇨ 116

Supreme Court is not at liberty to depart from the plain meaning of the statutory language governing mechanics' liens. *Skiba v. Gessner* (S.C. 2007) 374 S.C. 208, 648 S.E.2d 605, rehearing denied. Mechanics' Liens ⇨ 5

Mechanics' lien exists only by virtue of statute; therefore, one's right to a mechanics' lien is wholly dependent upon the language of the statute creating it. *Skiba v. Gessner* (S.C. 2007) 374 S.C. 208, 648 S.E.2d 605, rehearing denied. Mechanics' Liens ⇨ 5

##### 4. Property subject to lien

Worker who performed lot clearing and removal of trees, roots, and ground debris could not attach mechanics' lien to property, where work was completed for purpose of preparing land for landscaping, not in connection with erection, alteration, or repair of a building or structure. *Skiba v. Gessner* (S.C. 2007) 374 S.C. 208, 648 S.E.2d 605, rehearing denied. Mechanics' Liens ⇨ 42

##### 10. Costs and attorney fees; prevailing party

Statutory limit on the attorney fee award for prevailing party in mechanic's lien case applies not only to a party prevailing in enforcing a

# EXHIBIT D

STATE OF SOUTH CAROLINA )

COUNTY OF LEXINGTON )

IN THE COURT OF COMMON PLEAS  
FOR THE ELEVENTH JUDICIAL CIRCUIT

ARM Quality Builders LLC d/b/a )

ARM Quality Builders, )

Plaintiff, )

-vs- )

Joseph A. Golson and Lycia B. Golson, and )  
Branch Banking and Trust Company, LLC )

Defendants. )

Joseph A. Golson and Lycia B. Golson, )

Third-Party Plaintiffs, )

-vs- )

Ahmad Mazloom, )

Third-Party Defendant. )

Civil Action No.: 2017-CP-32-02204

**ORDER ON MOTION TO DISMISS  
BY DEFENDANTS GOLSON**

This matter came before the Court on September 10, 2018 on the Defendants' Motion to Dismiss/Dissolve Plaintiff's Mechanic's Lien against Defendants' residence located at 207 Libby Ariail Lane, Chapin, SC which is located in Lexington County. James Randall Davis, Esquire represents the Plaintiff and Third-Party Defendant and Caitlin C. Heyward, Esquire and Wade E. Mullins, Esquire represent the Defendants Golson and Third-Party Plaintiffs.

The Notice of Mechanic's lien was filed by the Plaintiff on May 11, 2018 in the Lexington County Register of Deeds Office in Book 19199 at Pages 295-300. The Defendants' Motion stated three (3) grounds for the Defendants' Motion: (1) the lien claimant ARM Quality Builders LLC the property owners, Defendants Joseph A. Golson and Lycia B. Golson, as evidenced by the affidavit of non-service included on the last page of Exhibit A, (2) there is no money owed to ARM Quality Builders LLC and (3) ARM Quality Builders cannot satisfy the



statutory requirement necessary for asserting and claiming a lien within the parameters of *S.C. Code* § 29-5-10. At the Hearing on said date, the Defendants relied upon this Notice of Mechanic's Lien as well as *S.C. Code Ann.* §29-5-90 supporting their Motion to Dismiss/Dissolve. Said Notice of Mechanic's Lien was attached as an exhibit to Defendants' Notice of Motion and Motion to Dismiss.

Plaintiff filed a Brief, with accompanying documents, in response to Defendants' supporting material. Documents submitted by the Plaintiff included the following: (1) Notice of Mechanic's Lien which has been referenced above along with Verification signed by the owner of the Plaintiff company, Amhad Mazloom, indicating that the document attached to the Verification showed a balance of money owed to the Plaintiff in the amount \$55,085.52, dated February 11, 2017; (2) Notice of Mechanic's Lien was the legal description for the Defendants' property which has a property address of 207 Libby Ariail Lane, Chapin, SC; (3) an Affidavit of Non-Service dated May 11, 2017 signed by a Brian Setree, a process server, indicating that an attempted service of the Notice of Certificate of Mechanic's Lien, Exhibits A and B, on the Defendants, on May 11, 2017, but was unsuccessful due to the residence being unoccupied; (4) an Affidavit from the same process server indicating that he had attempted serve on the Defendants at their home place on two different occasions and on the last occasion, May 9, 2017, he had posted the Notice of Mechanic's Lien and ancillary documents on the front door of the house by taping the items to the door; (5) an invoice from Winsupply to ARM Quality Builders dated February 16, 2017 for material shipped to the Defendants' residence totaling \$1,069.15. This invoice was included in the initial discovery in the case that was sent to Defendants' counsel as part of discovery requests. There were other Winsupply invoices having different dates (August 12, 2016; August 22, 2016; December 8, 2016; December 16, 2016; December 21, 2016; December 22, 2016; December 23, 2016; January 6, 2017; January 10, 2017; and February

16, 2017) on them and the particular invoice that was provided at the hearing indicated this was shipped to the Chapin address which is the town of the Defendants' residence; (6) pages of the deposition of the Defendant, Joseph A. Golson were provided which indicates that Mr. Golson had testified in his deposition that he and his wife had moved into the residence in January 2017 and that address was their residence and that they had claimed this property as their legal residence for tax purposes with the County of Lexington and a Certificate of Occupancy had been issued for them to move into the house in January 2017; (7) the legal residence document from Lexington County for the Defendants' house for the year 2017; (8) documentation that on May 15, 2017, copies of the Notice of Mechanic's Lien document and accompanying documentation was sent to counsel for the Defendants which counsel had been retained by the Defendants on this specific issue; and (9) counsel for Plaintiff made reference to South Carolina Rules of Civil Procedure, Section 5(a) and 5(b)(1), which indicates that "Notices" can be served on the parties or, if they have attorneys, on their attorneys.

Subsequent to the hearing, on September 13, 2018, the Court asked to see the discovery that connected the above mentioned Winsupply invoice in regards to this project and that information was provided to the Court. These invoices denote Chapin, SC as the shipping point.

Challenges to service of process must be based on Rules or Statutes. *New Hampshire Ins. Co. v. Bey Corp.*, 312 S.C. 47, 435 S.E.2d 377 (Ct. App. 1993); *Roche v. Young Bros.*, 313 S.C. 356, 437 S.E.2d 560 (Ct. App. 1993), *rev'd* 318 S.C. 207 S.C. 456 S.E.2d 897 (1995). Any objection on these rules should specify why the rule was not satisfied. *Unisun Ins. Co. v. Hawkins*, 342 S.C. 537, 537 S.E.2d 559 (Ct. App. 2000). The defense of insufficient service of process is waived if not asserted pursuant to Rule 12. No Rule 12(b)(4) Motion was filed in this matter.

For the reasons stated hereafter, the Court denies the Defendants' Motion to Dismiss. Pursuant to S.C. Code §29-5-120(A), "Unless a suit for enforcing the lien is commenced and notice of pendency of the action is filed within six months after the person desiring to avail himself of it ceases to labor on or furnish labor or material for the building or structure, the lien must be dissolved." Therefore, proper notice is required before a party may proceed in enforcing a lien. Additionally, S.C. Code §29-5-90 states, "Such a lien shall be dissolved unless the person desiring to avail himself thereof, within ninety days after he ceases to labor on or furnish labor or materials for such building or structure, *serves upon the owner...*" (Emphasis added). According to South Carolina Rules of Civil Procedure, Section 5(a) and 5(b)(1), the Plaintiff had the option to properly serve the Defendants by having service made upon the Defendant's attorneys or the Defendants themselves "by delivering a copy to him or by mailing it to him at his last known address or, if no address is known, by leaving it with the clerk of court."

The Plaintiff has satisfied proper service. The attorneys for the Defendants were retained by the Defendants prior to the filing of the Notice of Mechanic's Lien, as indicated by the attached documents, including a letter of representation from the Defendant Golson's counsel (see attached email dated April 1, 2017), follow-up letters and e-mails indicating discussion (see attached e-mail dated April 7, 2017 and e-mail dated April 27, 2017) and notification to Defendant Golson's counsel that we would have to file a Notice of Mechanic's Lien (see attached letter dated April 17, 2017) and that the Notice of Mechanic's Lien was sent to the Defendant Golson's counsel on May 15, 2017 (see attached e-mail dated May 15, 2017, with attachments). Accordingly, by e-mailing the Notice of Mechanic's Lien onto Defendants' attorneys, the Plaintiff has properly served the Defendants.

In addition to serving the Defendants' counsel, the Plaintiff attempted on two different occasions to serve the Defendants through a process server, but found that the Defendants were

not home (see attached Affidavit of Non-Service and Affidavit of Process Server). The Plaintiff's process server posted the Notice of Mechanic's Lien on the Defendants Golson's front door of their house. Defendant Joseph Golson testified that he and his family had moved into the house in January 2017 and the Certificate of Occupancy on the house had been issued for them to live in the house and they had claimed their four (4%) percent legal residence on the houses with the County of Lexington Assessor's Office (see pages 33 and 34 of the Deposition of Joseph A. Golson and attached County of Lexington 2017 Tax Bill for the property). The Defendants had no other address and the Plaintiff's conduct of having a process server personally deliver the Notice of Mechanic's Lien was a safer means of serving rather than mailing it to the Defendants last known address. SCRCP 6(b)(1) allows proper service to be completed by "leaving it at his office with his clerk or other person in charge thereof; or, if there be no one in charge, *leaving it in a conspicuous place therein...*" (Emphasis added). Thus, the rule would allow a party to satisfy proper service by leaving the documents in a conspicuous place even if there is no one to accept the documents on behalf of the party. Accordingly, the Plaintiff has complied with SCRCP 5(b)(1) through their conduct.

In reexamining S.C. Code Ann. §29-5-90, the statute allows an alternative to satisfy proper service "in the event the owner cannot be found". However, this part of the statute does not apply. S.C. Code Ann. §15-67-30 makes clear the purpose of a sheriff's affidavit is to verify whether the individuals are residents of the State, County, or cannot be found therein. Based on Defendant Joseph Golson's deposition, their County of Lexington 2017 Tax Bill for the property, and that there has been no evidence to rebut that the Defendants do not live at 207 Libby Ariail Lane Chapin, Lexington SC, a sheriff's affidavit would have only shown that the Defendants are residents of Lexington County. Therefore, the Plaintiff does not have to prove that they made a

“diligent search” nor produce an “affidavit of the sheriff or his deputy” regarding not being able to ascertain the location of the Defendants as their residency is clear.

In regards to Defendants’ second ground in its Motion to Dismiss, no documentation or evidence was presented in regards to the Plaintiff not being owed money and the Notice of Mechanic’s Lien did properly include a Verification signed by the representative of the Plaintiff and attached an invoice showing the \$55,085.52. was owed to the Plaintiff.

In regards to Defendants’ third ground in its Motion to Dismiss, to monies owed to the Plaintiff, the Affidavit attached to the Notice of Mechanic’s Lien indicates what is owed to the Plaintiff which is the sum of \$55,085.52, there were two contracts (see attached Contract to Build and Contract for Services) on this project: (1) for the costs of the home; and (2) for the services rendered by the Plaintiff as the contractor on the project. Attached are both contracts. The amount owed is to the Plaintiff for his services rendered which would be in compliance with *SC Code Ann. §29-5-10* in addition to the case of *Sentry Engineering Construction, Inc. v. Marina’s Cay Development Corp.*, 287 S.C. 346, 338 S.E.2d 631 (1985), would allow the monies owed to the Plaintiff are a component of the allowed Mechanic’s Lien damages.

IT IS SO ORDERED.

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The Honorable Clifton Newman  
Judge, Eleventh Judicial Circuit

Lexington, South Carolina

\_\_\_\_\_, 2018

STATE OF SOUTH CAROLINA  
COUNTY OF LEXINGTON

IN THE COURT OF COMMON PLEAS

Case No.: 2017-CP-32-02204

ARM Quality Builders LLC d/b/a,  
ARM Quality Builders,

Plaintiff(s),

**BRIEF ON ATTORNEY'S FEES**

v.

Joseph A. Golson, Lycia B. Golson and,  
Branch Banking and Trust Company,

Defendants(s).

Joseph A. Golson and Lycia B. Golson,

Third-Party Plaintiffs

v.

Ahmad Mazloom,

Third-Party Defendant

**PREVAILING PARTY**

In *Keeney's Metal Roofing, Inc. v. Palmieri* the Court held "a party may recover attorney's fees and costs under § 29-5-20(A) as a 'prevailing party' even though the party obtained a dismissal via a procedural rule, provided the dismissal was not due to [a] mere technicality." *Keeney's Metal Roofing, Inc. v. Palmieri*, 345 S.C. 550, 548 S.E.2d 900 (2001). See also, *EFCO v. Renaissance of Charleston Harbor, LLC*, 370 S.C. 612, 635 S.E.2d 922.

Also, it was noted in *Keeney* that "although Appellants were dismissed pursuant to a procedural rule, the dismissal was not on a mere technicality. Instead, Appellants prevailed because, as a matter of law, they could not be held liable for the damages Keeney sought under any circumstance.

For legal and factual reasons hereinafter stated, Plaintiff believes that this case falls within the “technicality” provision of the prevailing party rule.

Section 29-5-90 specifies that a mechanic’s lien must be served on the owner of the property to which the lien will attach. Although mechanic’s liens are purely statutory, and the requirements of the statute must be strictly followed, our courts have recognized that the laws of agency apply to the statutes controlling the creation and perfection of mechanic’s lien. See *Hodge v. First Federal Sav. and Loan Ass’n*, 267 S.C. 270, 274-75, 227 S.E.2d 310, 312 (1976) (finding the statute creating the right to a lien expressly contemplates utilization of principal-agent liability to establish the existence of liens); see also *Shelley Const. Co., Inc. v. Sea Garden Homes, Inc.*, 287 S.C. 24, 27, 336 S.E.2d 488, 490 (Ct. App. 1985) (noting mechanic’s liens are purely statutory and can only be acquired and enforced in accordance with the conditions of the statute creating them). Moreover, as mechanic’s lien statutes are remedial, they are to be given a liberal construction. *Clo-Car Trucking Co., Inc. v. Cliffhug Estates of South Carolina, Inc.*, 282 S.C. 573, 575-76, 320 S.E.2d 51, 53 (Ct. App. 1984); See also 53 Am.Jur.2d *Mechanic’s Liens* §235 (1996) (“[T]echnical requirements should not stand in the way of achieving the purpose of the mechanic’s lien law. Even though a claim contains some defect or error it will be upheld where the owner is informed of the claim and not misled by it or prejudice.”).

In regards to service of the Notice of Mechanic’s Lien on the Defendants Golson, attempted service was made on two occasions with the latter being May 9, 2017, as indicated in the Affidavits provided by the process server indicating that service was attempted and posting of the Notice of Mechanic’s Lien was placed on the Defendants Golson’s front door of the house. There is no sheriff’s affidavit filed in this case, but it is not necessary because based on the deposition of the Defendant Joseph A. Golson, he testified that he and his family had moved into the house in January 2017 and the Certificate of Occupancy on the house had been issued

for them to live in the house and they had claimed their four (4%) percent legal residence on the house with the County of Lexington Assessor's Office.

The purpose of the Sheriff's affidavit would be to verify whether the individuals live in Lexington County or not. That verification was proven by the deposition of the Defendant Joseph A. Golson.

Furthermore, the attorneys for the Defendants were retained by the Defendants Golson prior to the filing of the Notice of Mechanic's Lien, as indicated by the attached documents, including a letter of representation from the Defendant Golson's counsel, follow-up letters and e-mails indicating discussion and notification to Defendant Golson's counsel that we would have to file a Notice of Mechanic's Lien and that the Notice of Mechanic's Lien was sent to the Defendant Golson's counsel on May 15, 2017.

As stated by precedent above, if failure to serve the owner but the owner's agent was served, is a mere technicality, then the failure to secure an affidavit from the sheriff's deputy would also be a mere technicality, especially when the Defendants and their law firm was notified of the Notice of Mechanic's Lien and had evidence in their possession as to what was the basis for the mechanic's lien. They have in no way been mislead or prejudiced by the failure to obtain the sheriff's affidavit.

#### ATTORNEY'S FEE ISSUE

"As a general rule, attorney's fees are not recoverable unless authorized by contract or statute." Id. At 553-54, 548 S.E.2d at 902. Accordingly, attorney's fees are available for only those fees incurred by Respondents in defending against the lien. See *Utilities Const. Co., Inc. v. Wilson*, 468 S.E.2d 1 (Ct. App. 1996) (finding the circuit court abuse its discretion by awarding attorney's fees for defending against breach of contract and unjust enrichment causes of action included in the mechanic's lien foreclosure action).



Our Court has found an abuse of discretion as to the amount of the attorney fee award and remand to the trial court for the entry of an award based upon the time Wilson's counsel spent in defending the mechanic's lien cause of action only. *Utilities Const. Co., Inc. v. Wilson*, 468 S.E.2d 1 (Ct. App. 1996).

The circuit court abused its discretion by awarding attorney's fees for work done outside the scope of defending against the mechanic's lien. See *Keeney's Metal Roofing, Inc. v. Palmieri*, 345 S.C. 550, 553, 548 S.E.2d 900, 901 (Ct. App. 2001).

*Cedar Creek Props.*, 320 S.C. at 487, 465 S.E.2d at 776 (stating the amount of attorney fees should be limited to those actions specifically involving the mechanic's lien).

When determining what constitutes a "reasonable" attorney's fee, the trial court must consider the following six factors: (1) the nature, extent, and difficulty of the case; (2) the time necessarily devoted to the case; (3) professional standing of counsel; (4) contingency of compensation; (5) beneficial results obtained; and (6) customary legal fees for similar services. *Dickert v. Dickert*, \_\_\_ S.E.2d \_\_\_, 2010 WL 98698 (2010); *Michael Scott B. v. Melissa M.*, 378 S.C. 452, 663 S.E.2d 58 (2008); *Marquez v. Caudill*, 376 S.C. 229, 656 S.E.2d 737 (2008);

Consideration should be given to all six criteria in establishing reasonable attorney's fees; none of these six factors is controlling. *Darden v. Witham*, 263 S.C. 183, 209 S.E.2d 42 (1974).

When an award of attorney's fees is requested and authorized by contract or statute, the court should make specific findings of fact on the record for each factor set forth in *Collins v. Collins*, 239 S.C. 170, 122 S.E.2d 1 (1961)]." *Blumberg v. Nealco, Inc.*, 310 S.C. 492, 494, 427 S.E.2d 659, 661 (1993).

This case was filed on June 15, 2017. Plaintiff had the following causes of action: Breach of Contract; Foreclosure of Mechanic's Lien; Violation of South Carolina Code §29-6-10, et seq.; Quasi-Contract; Quantum Meruit; and Unjust Enrichment. The amount in controversy was \$55,000.00, plus attorney's fees and interest. There were interrogatories and request to produce in

this case by both parties, including Plaintiff's discovery response which included the material and labor invoices on this matter which contained 219 pages. A total of 19-20 subpoenas were issued by the Defendant on the subcontractors in this matter requesting they produce the items which are attached hereto as Exhibit "A". This is a summary of the activity in this case. None of that activity related to the issues that were presented by the Defendants' Motion to Dismiss which dealt with proper service on the Defendants. The Court has also ruled on the untimeliness of the filing of the Notice of Mechanic's Lien which Plaintiff has argued in its previous Brief, that issue was not presented to the Court by the Defendant.

The only time there was any discussion in regards to the alleged untimely nature of Notice of Mechanic's Lien being filed and the service of the Defendants was in the Plaintiff's deposition but only covered 3 or 4 pages of that deposition, at the most out of a 210 page deposition. Any attorney's fee awarded should be limited to any time that was spent only on the issue of the proper service on the Defendants and the timeliness of filing of the mechanic's lien which Plaintiff's position is that matter was not presented to the Court for consideration by the Defendants. The discovery in this case and the subpoenas and deposition only related to legitimacy of the material and labor invoices and alleged workmanship issues on the built home and not as to the service on Defendants or the filing of the mechanic's lien.

Respectfully submitted,

DAVIS FRAWLEY, LLC  
140 East Main Street, P.O. Box 489  
Lexington, South Carolina 29071  
(803) 359-2512

BY: /s/ James Randall Davis  
James Randall Davis, SC Bar No. : 1580

ATTORNEYS FOR PLAINTIFF

Lexington, South Carolina  
December 20, 2018

## STATE OF SOUTH CAROLINA

ISSUED BY THE COMMON PLEAS COURT IN THE COUNTY OF RICHLAND

ARM Quality Builders, LLC d/b/a ARM Quality  
Builders, plaintiff

SUBPOENA IN A CIVIL CASE

v.

Case Number: 2017-CP-32-0220

Joseph A. Golson and Lycia B. Golson, and  
Branch Banking and Trust Company,  
Defendants

Pending in Lexington County

TO:

☐ YOU ARE COMMANDED to appear in the above named court at the place, and time specified below to testify in the above case.

PLACE OF TESTIMONY

COURTROOM

DATE AND TIME

☐ YOU ARE COMMANDED to appear at the place, date, and time specified below to testify at the taking of a deposition in the above case.

PLACE OF DEPOSITION

DATE AND TIME

☒ YOU ARE COMMANDED to produce and permit inspection and copying of the following documents or objects in your possession, custody or control at the place, date and time specified below (list documents or objects): Documents as described in Exhibit A.

PLACE

DATE AND TIME

Bruner Powell Wall & Mullins  
1735 St. Julian Place, Suite 200  
Columbia, SC 29204

November 10, 2017, 5:00 p.m.

☐ YOU ARE COMMANDED to permit inspection of the following premises at the date and time specified below.

PREMISES

DATE AND TIME

ANY SUBPOENAED ORGANIZATION NOT A PARTY TO THIS IS HEREBY DIRECTED TO RULE 30(b)(6), SOUTH CAROLINA RULES OF CIVIL PROCEDURE, TO FILE A DESIGNATION WITH THE COURT SPECIFYING ONE OR MORE OFFICERS, DIRECTORS, OR MANAGING AGENTS, OR OTHER PERSONS WHO CONSENT TO TESTIFY ON ITS BEHALF, SHALL SET FORTH, FOR EACH PERSON DESIGNATED, THE MATTERS ON WHICH HE WILL TESTIFY OR PRODUCE DOCUMENTS OR THINGS. THE PERSON SO DESIGNATED TESTIFY AS TO MATTERS KNOWN OR REASONABLY AVAILABLE TO THE ORGANIZATION

I CERTIFY THAT THE SUBPOENA IS ISSUED IN COMPLIANCE WITH RULE 45(c)(1), AND THAT NOTICE AS REQUIRED BY RULE 45(b)(1) HAS BEEN GIVEN TO ALL PARTIES.

*Caitlin Heyward*  
Attorney/Issuing Officer's Signature

Date

10/24/17

*Caitlin Heyward*  
Print Name

Attorney for Plaintiff

Attorney's Address and Telephone Number:

1735 St. Julian Place, Post Office Box 61110 Columbia, SC 29206

(803) 252-7693

[REDACTED]

**EXHIBIT A**  
**Winsupply Lexington SC Co.**

- 1) All itemized invoices, delivery tickets, statements, receipts, and evidence of payment for labor, materials, or any other services provided by you to Arm Quality Builders or Ahmad Mazloom in the calendar years 2016 and 2017 relating projects located at:
  - a. 125 Sweet Melody Lane Lexington, SC 29073
  - b. 207 Libby Ariail Lane Chapin, SC 29036
- 2) Identify the delivery address for the following invoice numbers and produce original copies of the same:
  - a. 325958 00
  - b. 337012 00
  - c. 334414 00
  - d. 333630 00
  - e. 333738 00
  - f. 333248 00
  - g. 333559 00
  - h. 332727 00
  - i. 334605 00
- 3) All correspondence, including emails and text messages, between you and Arm Quality Builders and/or Ahmad Mazloom for the years 2016 and 2017.
- 4) Produce and itemized account summary for customer number 00646-000399.
- 5) Produce all documentation relating to job name "Libby Ariail," and indicate the address and/or other identifying information to which that job name relates.
- 6) Produce all documentation relating to job name "Chapin, SC" and indicate the address and/or other identifying information to which that job name relates.
- 7) List all projects by project address for which you supplied labor or materials or performed any work on behalf of ARM Quality Builders or Ahmad Mazloom during the calendar years 2016 and 2017.
- 8) Indicate whether any products or materials supplied for the project located at 207 Libby Ariail Lane Chapin, SC 29036 were returned by ARM Quality Builders or Ahmad Mazloom, whether a credit was issued, and the amount of each credit. Provide all documentation supporting the same.

|                                       |   |                              |
|---------------------------------------|---|------------------------------|
| STATE OF SOUTH CAROLINA               | ) | IN THE COURT OF COMMON PLEAS |
|                                       | ) |                              |
| COUNTY OF LEXINGTON                   | ) | Case No.: 2017-CP-32-02204   |
|                                       | ) |                              |
| ARM Quality Builders LLC d/b/a,       | ) |                              |
| ARM Quality Builders,                 | ) |                              |
|                                       | ) | <b>DEFENDANTS' REPLY TO</b>  |
| Plaintiff(s),                         | ) | <b>PLAINTIFF'S BRIEF ON</b>  |
|                                       | ) | <b>ATTORNEY'S FEES</b>       |
| v.                                    | ) |                              |
|                                       | ) |                              |
|                                       | ) |                              |
| Joseph A. Golson and Lycia B. Golson  | ) |                              |
| and Branch Banking and Trust Company, | ) |                              |
|                                       | ) |                              |
| Defendants                            | ) |                              |
|                                       | ) |                              |
| Joseph A. Golson and Lycia B. Golson, | ) |                              |
|                                       | ) |                              |
| Third-Party Plaintiffs                | ) |                              |
| v.                                    | ) |                              |
|                                       | ) |                              |
| Ahmad Mazloom,                        | ) |                              |
|                                       | ) |                              |
| Third-Party Defendant                 | ) |                              |
|                                       | ) |                              |

**I. This Court's determination that Defendants are prevailing parties entitled to an award of reasonable attorney's fees pursuant to S.C. Code Ann. § 29-5-10(a) *et seq.* has been adjudicated with finality.**

**A. Plaintiff's argument that Defendants are not "prevailing parties" pursuant to S.C. Code Ann. § 29-5-10(a) must be denied because it is untimely and is not properly before this Court.**

By Order dated November 27, 2018, this Court dissolved Plaintiff's mechanic's lien and dismissed Plaintiff's foreclosure cause of action. The Order included a finding that Defendants "successfully defended the Mechanic's Lien" and are "entitled to an award of attorney's fees as

the prevailing party,” which was entered without any objection or request for reconsideration by Plaintiff.<sup>1</sup>

On December 7, 2018, Plaintiff filed a “Motion to Reconsider Pursuant to SCRPC Rule 52(b) and Rule 59(h).” Plaintiff did not object to the Court’s finding that Defendants are the prevailing party entitled to an award of attorney’s fees in accordance with S.C. Code Ann. § 29-5-10 *et seq.* or argue that finding was in error because Defendants prevailed due to a “mere technicality.” Instead, the arguments raised in Plaintiff’s Motion were limited to whether Plaintiff failed to comply with the statutory filing and service requirements and whether those failures invalidated Plaintiff’s lien. Per the Court’s instructions, Defendants filed a Memorandum in Support of Attorney’s Fees and Amended Affidavit of Attorney’s Fees on December 10, 2018, which set forth the reasonableness of the fees requested. Defendants also filed a Memorandum in Opposition to Plaintiff’s Motion to Reconsider on December 17, 2018.

On December 20, 2018, Plaintiff filed the subject “Brief on Attorney’s Fees,” arguing for the first time that Defendants are not a “prevailing party” within the meaning of S.C. Code Ann. § 29-5-10. However, it is clear from this Court’s Order that it ruled Defendants are the prevailing party and are entitled to fees and that the only issue left to be determined was the amount and reasonableness of the fee. Because Plaintiff did not raise any argument or objection on this issue in its Brief in Opposition to Defendant’s Motion to Dismiss, at the hearing on Plaintiff’s Motion to Dismiss, in Plaintiff’s Proposed Order on Defendant’s Motion to Dismiss, or in Defendant’s Motion to Reconsider, Plaintiff’s prevailing party argument is untimely and unpreserved. As such

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<sup>1</sup> In fact, the entirety of section II(a) of the Court’s Order to sets forth the conclusions of law and findings of facts to support its finding that “[a]n award of attorneys’ fees in favor of Defendants is mandatory because Defendants are the prevailing party.” *See* Order, pp. 9-11.

the Court must disregard Plaintiff's untimely argument and limit its review to the factors supporting the reasonableness of the fees requested.

**B. Defendants are nevertheless prevailing parties.**

Assuming Plaintiff's prevailing party argument is timely and properly before this Court, which it is not, the issue is whether the lien was dissolved and the foreclosure action dismissed due to a "mere technicality."

In South Carolina, a party is a prevailing party within the meaning of § 29-5-10(a) if it successfully defends a lien claimant's effort to enforce its lien. *Cedar Creek Properties v. Cantelou Assocs.*, 320 S.C. 483, 465 S.E.2d 774, (Ct. App. 1995). A party may recover attorney's fees under § 29-5-10(a) even though the party obtained dismissal via a procedural rule "provided the dismissal was not due to a mere technicality." *Keeny's Metal Roofing, Inc. v. Palmieri*, 345 S.C. 550, 549 S.E.2d 900 (Ct. App. 2001). There is no appellate case in South Carolina where an award of attorney's fees was reversed, or denial of an award was affirmed, because a lien was dismissed due to a mere technicality. The Court of Appeals has, however, found attorney's fees were warranted in the following circumstances because the grounds for dismissal were not mere technicalities:

- Failing to timely bring a foreclosure action within six months of filing the lien as required by S.C. Code Ann. § 29-5-120.<sup>2</sup>
- Failing to timely serve notice of a mechanic's lien.<sup>3</sup>

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<sup>2</sup> *EFCO Corp. v. Renaissance on Charleston Harbor, LLC*, 370 S.C. 612, 635 S.E.2d 922 (Ct. App. 2006) ("We find Renaissance was a prevailing party because it successfully defended the action based on EFCO's failure to comply with what, in essence, amounted to a statute of limitations.").

<sup>3</sup> *Utilities Const. Co. v. Wilson*, 321 S.C. 244, 468 S.E.2d 1 (Ct. App. 1996) ("By directing a verdict in favor of Wilson, the court found Utilities **failed as a matter of law to prove its right to foreclose the mechanic's lien**. We therefore conclude Wilson was the prevailing party on the mechanic's lien cause of action as **she successfully defended Utilities' effort to enforce the lien** and recover attorney fees and costs in that action") (emphasis added).



- Dismissal pursuant to Rule 12(b)(6) where the lien claimant filed suit to foreclose the mechanic's lien even though a surety bond had been purchased to discharge the property from the lien.<sup>4</sup>
- Property owner was a prevailing party entitled to attorney's fees from contractor who filed a mechanic's lien against the property owner, but ultimately cancelled it before the property owner's action to dissolve the lien was taken up by the Circuit Court.<sup>5</sup>

This Court dismissed Plaintiff's lien foreclosure action and dissolved the lien because Plaintiff (1) failed to serve the lien on Defendants as required by S.C. Code § 29-5-90 and (2) failed to file the lien within the 90-day statutory filing period. Acceptance of Plaintiff's argument that Defendants are not entitled to attorney's fees because Plaintiff's failures were "mere technicalities" would require this Court to enter a ruling that squarely contradicts established South Carolina law.

As to the first ground, Plaintiff ignores precedent that is directly on point. Clearly, in *Utilities Const. Co.*, the Court of Appeals held a party who successfully defends a lien on the basis that it was not timely served is a prevailing party entitled to an award of attorney's fees. *Utilities Const. Co.*, 321 S.C. at 247-48, 468 S.E.2d at 3-5 ("[W]e recently held the Legislature also intended to afford a property owner a remedy where a mechanic attempts to enforce a defective or wrongful mechanic's lien.") (emphasis added). Nevertheless, Plaintiff argues its failure to serve the lien was a mere technicality and that Defendants were not prejudiced. Despite the lack of any legal basis for Plaintiff's apparent suggestion that the mandatory remedy afforded in § 29-5-90(a) should not apply if the prevailing party was not prejudiced by the lien, Plaintiff ignores that its

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<sup>4</sup> *Keeny's Metal Roofing, Inc. v. Palmieri*, 345 S.C. 550, 549 S.E.2d 900 (Ct. App. 2001) (finding Appellants were "prevailing parties" and, thus, entitled to attorney fees pursuant to the mechanic's lien statute, where Appellants were dismissed as a party from the mechanic's lien foreclosure action based on a procedural rule and not a "mere technicality").

<sup>5</sup> See *Cedar Creek Properties v. Cantelou Assocs.*, 320 S.C. 483, 465 S.E.2d 774, (Ct. App. 1995) (Property owner was entitled to fees because it "still had to defend against the lien until the issue was resolved" even though it "essentially got the relief it sought, that is, avoidance of the lien")

assertion of its invalid lien clouded title to Defendants' property and Defendants were forced to spend nearly two years defending an invalid lien.<sup>6</sup>

There is also caselaw on point with respect to the second ground warranting dissolution/dismissal. Failure to file a lien within 90 days of the last date of work is analogous to a statute of limitations, as is the requirement that suit to enforce a lien be filed within six months of the last date of work. Upholding the award of attorney's fees, the Court in *EFCO Corp.* addressed this issue directly:

In the current appeal, the circuit court granted summary judgment in favor of Renaissance as to Lien One primarily because EFCO did not bring a foreclosure action within six months of filing its lien as required by statute. Statutes of limitations are not simply technicalities. We find Renaissance was a prevailing party because it successfully defended the action based on EFCO's failure to comply with what, in essence, amounts to a statute of limitations...

...We noted in *Keeney* that 'although Appellants were dismissed pursuant to a procedural rule, the dismissal was not a mere technicality. Instead, Appellants prevailed because, as a matter of law, they could not be held liable for the damages Keeney sought under any circumstance. Similarly, in the current appeal, Renaissance could not be held liable because, *as a matter of law*, the time for enforcing the lien had already expired.

*EFCO Corp.* 370 S.C. 618-619, 635 S.E.2d 925-926. (emphasis in original).

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<sup>6</sup> In its Brief, Plaintiff re-argues the purpose of the affidavit requirement is to determine whether the Defendants lived in the county where the lien property is located is unfounded. The legislative purpose for the affidavit requirement is actually stated in the statute—the sheriff must verify that the neither property owner nor the person in possession of the property *can be located after a diligent search* before the legislature will permit a mechanic to enforce a lien that was not served on the property owner. See S.C. Code Ann. § 29-5-90 ("...Provided, that in the event neither the owner nor the person in possession can be located after diligent search, *and this fact is verified by affidavit of the sheriff* or his deputy, the lien may be preserved by filing the statement together with the affidavit...") (emphasis added). In any event, Plaintiff has never set forth any facts or evidence to show a diligent search was attempted in this case.

For these reasons, this Court correctly determined that Defendants are prevailing parties entitled to attorney's fees in accordance with S.C. Code Ann. § 29-5-10(a) because Defendants did not prevail due to a "mere technicality."

**II. The fees requested, including the fees relating to the subpoenas, depositions and discovery requests, are reasonable and were all incurred within the scope of defending Plaintiff's Mechanic's Lien.**

**A. Defendants are entitled to all fees incurred in connection with advancing each of its defenses to Plaintiff's Mechanic's Lien.**

Here, the issue is whether Defendants' request includes fees incurred outside the scope of defending Plaintiff's Mechanic's Lien.<sup>7</sup> "Under the mechanic's lien statute, a party who successfully defends a claim for a lien is entitled to recover attorneys' fees regardless of the outcome of any remaining causes of action. The fees are limited, however, to those actually incurred in defending the lien." *EFCO Corp. v. Renaissance on Charleston Harbor, LLC*, 370 S.C. 612, 635 S.E.2d 922 (Ct. App. 2006) (citing *Utilities Const. Co. v. Wilson*, 321 S.C. 244, 468 S.E.2d 1 (Ct. App. 1996)). On appeal, an award of attorney's fees will be upheld so long as sufficient evidence in the record supports the court's findings. *Id.*

The Court of Appeals reviewed the reasonableness of an award of fees to a prevailing party pursuant to S.C. Code Ann. § 29-5-10(a) where multiple causes of action were pending in *Utilities Const. Co* (holding the amount of fees awarded was excessive) and *EFCO Corp.* (holding the amount of fees awarded was not excessive). In *EFCO Corp.*, the prevailing party successfully defended a mechanic's lien when the Court granted its Motion for Summary Judgment because

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<sup>7</sup> Plaintiff does not dispute the remaining reasonableness factors, which are adequately supported by the record. The fees requested represent those customarily charged in this locality. Given the constant discovery objections to nearly every subpoena that Defendants were forced to overcome and Plaintiff's failure to cooperate in discovery, the total fee is reasonable in light of the nature of the work performed and the time it took to prepare the case. In addition, Defendants obtained a beneficial result when this Court granted summary judgment to them and dissolved the Lien. Plaintiff raised no objection to the professional standing of counsel.

the lien claimant failed to bring an action to foreclose the lien within six months as required by § 29-5-120. *EFCO Corp.*, 370 S.C. 612, 635 S.E.2d 922. There, the defendant prevailed prior to trial on Plaintiff's breach of contract and unjust enrichment claims. The Court of Appeals held the amount of fees awarded was not excessive even though additional causes of action remained pending after the court dismissed the foreclosure action. *Id.*

In contrast, the defendant in *Utilities Const. Co.* successfully defended the lien foreclosure claim when the trial court directed verdict in her favor because the lien claimant failed to serve timely notice of the lien; however, the jury found in favor of the plaintiff on its remaining breach of contract and unjust enrichment claims. *Utilities Const. Co.*, 321 S.C. at 248-50. Unlike *EFCO*, the defendant in *Utilities* successfully defended the lien foreclosure action only after all three claims were tried and defended before a jury. The defendant's primary defense to the breach of contract claim was that she was not a party to the contract because she did not hire the contractor. *Id.* at 250. Importantly, the facts and law applicable to her improper party defense were totally unrelated to her defective service defense to the lien claim. The Court of Appeals held the award was excessive because the trial court awarded the defendant attorney's fees for a sum that included the "total fee for services [rendered] through trial" and it was evident a substantial amount of time was spent establishing the unrelated breach of contract defense. *Id.* at 250-251.<sup>8</sup>

Neither *EFCO Corp.* nor *Utilities Const. Co.* support Plaintiff's assertion that Defendants are not entitled to all fees incurred in connection with their alternative defenses to Plaintiff's lien. Defendants affirmatively raised three primary defenses to Plaintiff's lien: (1) the lien amount

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<sup>8</sup> "It is evident that some substantial portion of Wilson's counsel's time was spent on defending the other causes of action in which she was not successful. In fact, as is evidenced by Wilson's counsel's opening argument, her principal defense was that Utilities sued the wrong person because, her mother, not herself, hired Utilities to do the work." *Utilities Const. Co.*, 321 S.C. at 250.

claimed exceeded the amount due to Plaintiff, (2) Defendant did not serve the lien in accordance with § 29-5-90, and (3) Plaintiff failed to file its lien within 90 days of the last date of work on the Project. Defendants are entitled to all fees for legal services rendered to advance all three defenses, and they are not required to parse out fees related to the service and timeliness defenses raised in Defendants' Motion to Dismiss. Defendants chose to exclude its first defense from its dispositive motion only after a review of Plaintiff's initial and supplemental discovery responses, subcontractor invoices, receipts, photographs and Project correspondence received in response to numerous subpoenas, and the deposition transcripts of Mazloom, Joe Golson and four of Plaintiff's subcontractors revealed clear issues of a material fact.

Defendants were not required to speculate that they would succeed on the merits of their service and untimely filing defenses and cease all discovery related to the validity of the amount stated in the lien until after the Court ruled on the summary judgment motion, particularly after the Plaintiff cancelled his deposition on two occasions and avoided Defendants' attempts to obtain his sworn testimony for six months while this case was subject to be called for trial. Defendants did not have the necessary testimony from Mr. Mazloom to support their untimely filing defense until August 2018, nor did it have all of the evidence related to the service defense until Plaintiff submitted the second affidavit from its process server in September 2018.

Because Defendants' fees were incurred before the parties' trial on the remaining claims, the facts in this case closest resemble *EFCO Corp.* and support an award of the full amount requested. Unlike *Utilities Const. Co.*, Defendants' request is limited to fees and costs incurred from the date the lawsuit through the date of the Order Granting Defendants' Motion to Dismiss, which necessarily excludes all fees yet to be incurred in connection with the trial and defense of the remaining claims and counterclaims.

Defendants' request is also reasonable because it does not include all fees incurred to date.<sup>9</sup> In contrast to the attorney's affidavit in *Utilities Const. Co.*, the sum stated in Defendants' Amended Affidavit of Attorney's Fees includes fees incurred only "for work done within the scope of defending against the Mechanic's Lien." See Amended Aff. of Atty. Fees at ¶7.<sup>10</sup> Defendants have taken special effort to identify and exclude fees for legal services that did not primarily advance their lien defenses, including but not limited to:

- Fees and costs incurred in connection with Defendants' Motion to Amend to assert additional defenses, counterclaims for fraud, misrepresentation, and unfair trade practices and third-party claims against Mr. Mazloom individually. Those were excluded even though Defendants' Amended Complaint asserted two additional lien defenses and the Court granted the Motion over Plaintiff's objection only after Defendants were forced to defend the Motion at a hearing on the matter.<sup>11</sup>
- Fees and costs incurred prior to the filing of Plaintiff's suit to foreclose the Mechanic's lien, which included pre-litigation attempts to resolve the dispute between the parties.
- Fees and costs related to Plaintiff's ancillary LLR complaint, even though the issues before the LLR overlap with one of Defendants' primary defenses to the lien.

While Plaintiff would certainly prefer this Court adopt an extremely narrow method of calculation that includes Defendants fees for legal services rendered only in connection with Defendants' dispositive motion, there is simply no precedent entitling Plaintiff to avoid its liability to pay fees on that basis.<sup>12</sup> Had this Court denied Defendants' Motion, Defendants' primary defense at trial would have been that Plaintiff overstated the amount of its lien---and that Plaintiff did so knowingly and intentionally in violation of S.C. Code Ann. § 29-5-100. A blanket exclusion

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<sup>9</sup> Defendants' request also excludes fees incurred in connection with all post-Order briefs and filing, including but not limited to the attorneys' fees and costs associated with drafting this Reply.

<sup>10</sup> Defendants also submitted a detailed time sheet outlining the time, tasks and fees incurred solely in defense of the lien for *in camera* review.

<sup>11</sup> See Answer, Motion to Amend, Amended Answer and Order Granting Motion to Amend.

<sup>12</sup> Nevertheless, a significant portion of Defendants' request includes fees for discovery related to Defendants' overstated lien defense that also simultaneously served to advance Defendants' service and untimely filing defenses; therefore, those fees must be awarded even under Plaintiff's limited approach.

of all legal work relating to Defendants' alternative lien defenses would be improper because it fails to consider legal work that necessarily relates to plaintiff's foreclosure claim solely because those defenses were not the ultimate reason Defendants prevailed.

**B. Plaintiff is not entitled to avoid or reduce its obligation to pay Defendants' fees for legal services incurred in defense of its lien that happened to simultaneously advance non-lien defenses solely because they also relate to other defenses.**

To the extent Defendants' request includes fees for legal services that advanced defenses in addition to their defenses to Plaintiff's mechanic's lien, those services are so intertwined that they cannot be segregated. In other words, advancing those defenses would have required essentially the same discovery and legal services and Defendants would have incurred the fees even if Plaintiff's foreclosure claim was the sole cause of action in this case.

Here, the damages underpinning Plaintiff's lien and breach of contract claims are the same. The amounts are the same and they relate to the same labor and materials Plaintiff alleges he incorporated into the Project. Defendants' defense to both claims is that Plaintiff never incurred those costs or and billed Defendants for work performed on other projects; and therefore, Plaintiff overstated its lien and is seeking damages that it is not contractually owed. Unlike the proper party defense to the breach of contract action in *Utilities*, both defenses in this case rely on the same evidence.

Moreover, most of the evidence obtained to prove Plaintiff overstated its lien and has not suffered any contractual damages (deposition testimony, subcontractor invoices, receipts and checks evidencing payment, photos and Project correspondence) was also necessary to determine the last date of work and establish that the lien was filed untimely. Although, Defendants' untimely

filing defense happened to succeed before Defendants could prove that Plaintiff overstated the amount of its lien at trial, much of the discovery necessary to advance both defenses was identical.

Plaintiff is not entitled to avoid paying a mandatory fee simply because it included additional causes of action in its complaint. Fees for legal services incurred in defense of the lien that also indirectly relate to defenses to other claims must be awarded. To reduce an award on that basis would frustrate purpose of the statute by encourage lien claimants to file illegitimate claims in an effort to reduce their exposure under § 29-5-10(a) in the event they are unable to successfully enforce their lien.

**C. Defendants provided sufficient evidence to show that the subpoenas, depositions and discovery in this matter were all necessarily incurred to establish Defendants' defenses to the mechanic's lien.**

Plaintiff mischaracterizes the nature of the discovery in this case. Specifically, Plaintiff's declaration that "the discovery in this case and the subpoenas and deposition only related to legitimacy of the material and labor invoices and alleged workmanship issues on the built home" and that none of that activity related to issues that were presented by Defendants in their Motion to Dismiss is patently incorrect. *See* Plaintiff's Brief on Attorney Fees at p. 5.

It was necessary for Defendants to obtain documents from Plaintiff's subcontractors relevant to their scope of work to establish the timeliness and validity of the lien. Defendants deposed Mazloom and four subcontractors about the timing and sequencing of the Project to determine whether the dates provided on the invoices, receipts and/or Plaintiffs' checks reflected the last date of work on the Project. Completing the requisite discovery required a significant amount of attorney time, which was significantly compounded by the obstacles Defendants faced with respect to Plaintiff's noncompliance and resistance to discovery. For example, on November 6, 2017, Plaintiff filed three motions to quash fourteen (14) of Defendants' subpoenas, seeking to



prevent Defendants from obtaining Project invoices, receipts and other records directly from Plaintiff's subcontractors. *See Exhibit A.* Defendants were forced to file a Motion to Compel on March 14, 2018, which the Court heard on May 8, 2018 along with Plaintiff's unresolved Motions to Quash. The Court granted Defendants' Motion and ordered Plaintiff to produce the requested documents. Additional attorney time was spent drafting a proposed Order Granting Defendants' Motion to Compel and a Confidentiality Agreement, which were ultimately entered in connection with the Motion. Plaintiff defied the order by failing to timely produce all the documents it was ordered to produce. Moreover, Mr. Mazloom routinely frustrated attempts to schedule his deposition, which was re-scheduled three times due to last minute cancellations. Each cancellation occurred the day before the deposition was scheduled to take place, and each cancellation occurred after Defendants' counsel had prepared her deposition outline, witness questions, and exhibit notebooks in anticipation of Plaintiff's cooperation. Defendants' counsel was forced to prepare for Mazloom's deposition three times over a six-month period.

For these reasons, Defendants have provided sufficient evidence to support a finding that subpoenas, depositions and discovery in this matter were all necessarily incurred to establish Defendants' defenses to the mechanic's lien and the court should enter an award for the full amount requested.

**BRUNER, POWELL, WALL & MULLINS, LLC**

/s/ Caitlin C. Heyward Esq.  
 E. Wade Mullins, III #3525  
 Caitlin C. Heyward #101158  
 Post Office Box 61110  
 Columbia, South Carolina 29260-1110  
 (803)252-7693  
*Attorneys for Joseph A. Golson and Lycia B. Golson*

January 7, 2019  
 Columbia, South Carolina

# EXHIBIT A

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF LEXINGTON ) IN THE COURT OF COMMON PLEAS  
FOR THE ELEVENTH JUDICIAL CIRCUIT

ARM Quality Builders LLC d/b/a )  
ARM Quality Builders, ) Civil Action No.: 2017-CP-32-0220  
 )

Plaintiff, )

-vs- )

**NOTICE OF MOTION AND MOTION  
TO QUASH SUBPOENAS**

Joseph A. Golson and Lycia B. Golson, and )  
Branch Banking and Trust Company, LLC )

Defendants. )  
\_\_\_\_\_ )

TO: E. WADE MULLINS, III, ESQUIRE, ATTORNEY FOR DEFENDANTS JOSEPH A. GOLSON and LYCIA B. GOLSON:

YOU WILL PLEASE TAKE NOTICE that the Plaintiff will move before the Judge for the Eleventh Judicial Circuit Court, at the Marc H. Westbrook Lexington County Judicial Center, at 205 East Main Street, Lexington, South Carolina, on the tenth day after service hereof, or as soon thereafter as counsel may be heard, for an Order quashing the proposed Subpoenas the following companies to produce records, issued by Caitlin C. Heyward, attorney for Defendants Joseph A. Golson and Lycia B. Golson, dated October 25, 2017, a copy of which Subpoenas are attached hereto:

1. Double R. Cabinetry, LLC;
2. J&M Huerta, LLC;
3. Kyzer Masonry, Inc.;
4. Adam Goings;
5. Goings Construction, LLC;
6. Wise Tile & Marble, LLC;
7. Eagle Excavating, Inc.;
8. A&D Fabrication, LLC;
9. Daniels Floor Sanding and Refinishing, LLC; and
10. Supplemental Subpoena to RNG Contracting, LLC.

This Motion to Quash is based on the fact information requested has been previously supplied to the Defendants, the requested information subjects a person to undue burden, and

requires disclosure of a trade secret or other confidential research, development, or commercial information. It is also based on Subpoena attached hereto, Rules of Civil Procedure, Rules of Court, statutes, regulations, professional standards, case law and such other and further authority as the Court may deem appropriate.

DAVIS FRAWLEY, LLC  
140 East Main Street, P.O. Box 489  
Lexington, South Carolina 29071  
(803) 359-2512

BY: /s/ James Randall Davis  
James Randall Davis, SC Bar No. 1580  
ATTORNEYS FOR PLAINTIFF

Lexington, South Carolina  
November 6, 2017

[illegible]

IN THE COURT OF COMMON PLEAS  
FOR THE ELEVENTH JUDICIAL CIRCUIT

ARM Quality Builders LLC d/b/a )  
ARM Quality Builders, )  
 )  
Plaintiff, )

Civil Action No.: 2017-CP-32-0220

-VS-

**NOTICE OF MOTION AND MOTION  
TO QUASH SUBPOENAS**

Joseph A. Golson and Lycia B. Golson, and )  
Branch Banking and Trust Company, LLC )  
 )  
Defendants. )

TO: E. WADE MULLINS, III, ESQUIRE, ATTORNEY FOR DEFENDANTS JOSEPH A. GOLSON and LYCIA B. GOLSON:

YOU WILL PLEASE TAKE NOTICE that the Plaintiff will move before the Judge for the Fifth Judicial Circuit Court, at Richland County Judicial Center, at 1701 Main Street, Columbia, South Carolina, on the tenth day after service hereof, or as soon thereafter as counsel may be heard, for an Order quashing the proposed Subpoenas the following companies to produce records, issued by Caitlin C. Heyward, attorney for Defendants Joseph A. Golson and Lycia B. Golson, dated October 25, 2017, a copy of which Subpoenas are attached hereto:

1. Winsupply Lexington SC Co.;
2. BMC East, LLC; and
3. First Citizens Bank & Trust Company.

This Motion to Quash is based on the fact information requested has been previously supplied to the Defendants, the requested information subjects a person to undue burden, and requires disclosure of a trade secret or other confidential research, development, or commercial information. It is also based on Subpoenas attached hereto, Rules of Civil Procedure, Rules of

Court, statutes, regulations, professional standards, case law and such other and further authority as the Court may deem appropriate.

DAVIS FRAWLEY, LLC  
140 East Main Street, P.O. Box 489  
Lexington, South Carolina 29071  
(803) 359-2512

BY:   
James Randall Davis, SC Bar No. 1580  
ATTORNEYS FOR PLAINTIFF

Lexington, South Carolina  
November 6, 2017

BRUNER, POWELL, WALL & MULLINS, LLC

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WARREN C. POWELL, JR., P.A.\*\*  
HENRY P. WALL  
E. WADE MULLINS III, P.A.  
BRIAN P. ROBINSON, P.A.  
WESLEY D. PEEL, P.A.  
JOEY R. FLOYD, P.A.  
BENJAMIN C. BRUNER, P.A.

JAMES L. BRUNER, P.A.  
OF COUNSEL

ANN F. ALLISON  
CAITLIN C. HEYWARD  
ROBERT C. OSBORNE III

\*\* Also Admitted In District of Columbia

AUTHOR'S E-MAIL: [CHEYWARD@BRUNERPOWELL.COM](mailto:CHEYWARD@BRUNERPOWELL.COM)

October 25, 2017

VIA CERTIFIED MAIL  
RETURN RECEIPT REQUESTED  
DELIVERY RESTRICTED TO ADDRESSEE

Winsupply Lexington SC Co.  
c/o Corporation Service Company, registered agent  
1703 Laurel St.  
Columbia, SC 29201

Re: ARM Quality Builders v. Joseph & Lycia Golson  
C/A No.: 2017-CP-32-0220  
Bruner Powell File No.: 7-2873.100

To Whom It May Concern:

Enclosed herewith you will find a Subpoena (documents only) in connection with the above-referenced matter. You are free to email your documents to me or drop a copy in the mail to me. I will be more than glad to accept electronic copies of the documents on a flash drive (or a copy of the documents transmitted to me by email). Feel free to call me if you have any questions regarding the documents requested in the subpoena.

With my kindest regards, I am

Sincerely,

*Caitlin Heyward*

Caitlin C. Heyward

CCH/kg  
Enclosures

cc: Jason C. Booth (Via E-Mail & U.S. Mail w/copy of Encl.)  
James Randall Davis, Esquire (Via U.S. Mail w/copy of Encl.)  
Joseph & Lycia Golson (Via E-Mail w/copy of Encl.)

## STATE OF SOUTH CAROLINA

ISSUED BY THE COMMON PLEAS COURT IN THE COUNTY OF RICHLAND

ARM Quality Builders, LLC d/b/a ARM Quality  
Builders, plaintiff

SUBPOENA IN A CIVIL CASE

v.

Case Number: 2017-CP-32-0220

Joseph A. Golson and Lycia B. Golson, and  
Branch Banking and Trust Company,  
Defendants

Pending in Lexington County

TO:

Winsupply Lexington SC Co.  
c/o Corporation Service Company, registered agent  
1703 Laurel St.  
Columbia, SC 29201☐ YOU ARE COMMANDED to appear in the above named court at the place, and time specified below to testify in the above case.

|                    |               |
|--------------------|---------------|
| PLACE OF TESTIMONY | COURTROOM     |
|                    | DATE AND TIME |

☐ YOU ARE COMMANDED to appear at the place, date, and time specified below to testify at the taking of a deposition in the above case.

|                     |               |
|---------------------|---------------|
| PLACE OF DEPOSITION | DATE AND TIME |
|---------------------|---------------|

☒ YOU ARE COMMANDED to produce and permit inspection and copying of the following documents or objects in your possession, custody or control at the place, date and time specified below (list documents or objects): Documents as described in Exhibit A.

|                                                                                                 |                                              |
|-------------------------------------------------------------------------------------------------|----------------------------------------------|
| PLACE<br>Bruner Powell Wall & Mullins<br>1735 St. Julian Place, Suite 200<br>Columbia, SC 29204 | DATE AND TIME<br>November 10, 2017, 5:00 p.m |
|-------------------------------------------------------------------------------------------------|----------------------------------------------|

☐ YOU ARE COMMANDED to permit inspection of the following premises at the date and time specified below.

|          |               |
|----------|---------------|
| PREMISES | DATE AND TIME |
|----------|---------------|

ANY SUBPOENAED ORGANIZATION NOT A PARTY TO THIS IS HEREBY DIRECTED TO RULE 30(b)(6), SOUTH CAROLINA RULES OF CIVIL PROCEDURE, TO FILE A DESIGNATION WITH THE COURT SPECIFYING ONE OR MORE OFFICERS, DIRECTORS, OR MANAGING AGENTS, OR OTHER PERSONS WHO CONSENT TO TESTIFY ON ITS BEHALF, SHALL SET FORTH, FOR EACH PERSON DESIGNATED, THE MATTERS ON WHICH HE WILL TESTIFY OR PRODUCE DOCUMENTS OR THINGS. THE PERSON SO DESIGNATED TESTIFY AS TO MATTERS KNOWN OR REASONABLY AVAILABLE TO THE ORGANIZATION

I CERTIFY THAT THE SUBPOENA IS ISSUED IN COMPLIANCE WITH RULE 45(c)(1), AND THAT NOTICE AS REQUIRED BY RULE 45(b)(1) HAS BEEN GIVEN TO ALL PARTIES.

|                                                                                     |          |                 |
|-------------------------------------------------------------------------------------|----------|-----------------|
|  | 10/24/17 | Caitlin Heyward |
| Attorney/Issuing Officer's Signature                                                | Date     | Print Name      |
| Attorney's Address and Telephone Number:                                            |          |                 |
| 1735 St. Julian Place, Post Office Box 61110 Columbia, SC 29206                     |          |                 |
| (803) 252-7693                                                                      |          |                 |



|                                                                                                         |      |            |
|---------------------------------------------------------------------------------------------------------|------|------------|
| Clerk of Court/Issuing Officer's Signature<br>Pro Se Litigant's Name, Address and<br>Telephone Number : | Date | Print Name |
|---------------------------------------------------------------------------------------------------------|------|------------|

### PROOF OF SERVICE

|                                                                                                 |                                       |                                                                                                             |
|-------------------------------------------------------------------------------------------------|---------------------------------------|-------------------------------------------------------------------------------------------------------------|
| SERVED:                                                                                         | DATE 10/25/2017                       | FEEES AND MILEAGE TENDERED TO WITNESS<br><input type="checkbox"/> YES <input type="checkbox"/> NO AMOUNT \$ |
| PLACE:                                                                                          | 1703 Laurel St.<br>Columbia, SC 29201 |                                                                                                             |
| SERVED ON<br>Winsupply Lexington SC Co.<br>c/o Corporation Service Company, registered<br>agent |                                       | MANNER OF SERVICE:<br>Certified Mail, Restricted Delivery, Return<br>Receipt Requested                      |
| SERVED BY: Katie Gjennestad                                                                     |                                       | TITLE: Legal Assistant                                                                                      |

### DECLARATION OF SERVER

I certify that the foregoing information contained in the Proof of Service is true and correct.  
Executed on October 25, 2017

  
SIGNATURE OF SERVER

Post Office Box 61110, Columbia, SC 29260-  
1110  
ADDRESS OF SERVER

Rule 45, South Carolina Rules of Civil Procedures, Parts (c) and (d):

**(c) Protection of Persons Subject to Subpoenas.**

(1) A party or an attorney responsible for the issuance and service of a subpoena shall take reasonable steps to avoid imposing undue burden or expense on a person subject to that subpoena. The court on behalf of which the subpoena was issued shall enforce this duty and impose upon the party or attorney in breach of this duty an appropriate sanction, which may include, but is not limited to, lost earnings and a reasonable attorney's fee.

(2)(A) A person commanded to produce and permit inspection and copying of designated electronically stored information, books, papers, documents or tangible things, or inspection of premises need not appear in person at the place of production or inspection unless commanded to appear for deposition, hearing or trial. A party or an attorney responsible for the issuance and service of a subpoena for production of books, papers and documents without a deposition shall provide to another party copies of documents so produced upon written request. The party requesting copies shall pay the reasonable costs of reproduction.

(B) Subject to paragraph (d)(2) of this rule, a person commanded to produce and permit inspection and copying may, within 14 days after service of the subpoena or before the time specified for compliance if such time is less than 14 days after service, serve upon the party or attorney designated in the subpoena written objection to inspection or copying of any or all of the designated materials or of the premises—or to producing electronically stored information in the form or forms requested. If objection is made, the party serving the subpoena shall not be entitled to inspect and copy the materials or inspect the premises except pursuant to an order of the court by which the subpoena was issued. If objection has been made, the party serving the subpoena may, upon notice to the person commanded to produce, move at any time in the court that issued the subpoena for an order to compel the production. Such an order to compel production shall protect any person who is not a party or an officer of a party from significant expense resulting from the inspection and copying commanded.

(3)(A) On timely motion, the court by which a subpoena was issued, or regarding a subpoena commanding appearance at a deposition, or production or inspection directed to a non-party, the court in the county where the non-party resides, is employed or regularly transacts business in person, shall quash or modify the subpoena if it:

(i) fails to allow reasonable time for compliance; or

(ii) requires a person who is not a party nor an officer, director or managing agent of a party, nor a general partner of a partnership that is a party, to travel more than 50 miles from the county where that person resides, is employed or regularly transacts business in person, except that, subject to the provisions of clause (c)(3)(B)(iii) of this rule, such a person may in order to attend trial be commanded to travel from any such place within the state in which the trial is held; or

(iii) requires disclosure of privileged or otherwise protected matter and no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) If a subpoena:

(i) requires disclosure of a trade secret or other confidential research, development, or commercial information, or

(ii) requires disclosure of an unretained expert's opinion or information not describing specific events or occurrences in dispute and resulting from the expert's study made not at the request of any party, or

(iii) requires a person who is not a party nor an officer, director or managing agent of a party, nor a general partner of a partnership that is a party, to incur substantial expense to travel from the county where that person resides, is employed or regularly transacts business in person, the court may, to protect a person subject to or affected by the subpoena, quash or modify the subpoena or, if the party in whose behalf the subpoena is issued shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship and assures that the person to whom the subpoena is addressed will be reasonably compensated, the court may order appearance or production only upon specified conditions.

(d) Duties In Responding to Subpoena.

(1)(A) A person responding to a subpoena to produce documents shall produce them as they are kept in the usual course of business or shall organize and label them to correspond with the categories in the demand.

(B) If a subpoena does not specify the form or forms for producing electronically stored information, a person responding to a subpoena must produce the information in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) A person responding to a subpoena need not produce the same electronically stored information in more than one form.

(D) A person responding to a subpoena need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or to quash, the person from whom discovery is sought must show that the information sought is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(5)(B). The court may specify conditions for the discovery.

(2)(A) When information subject to a subpoena is withheld on a claim that it is privileged or subject to protection as trial preparation materials, the claim shall be made expressly and shall be supported by a description of the nature of the documents, communications, or things not produced that is sufficient to enable the demanding party to contest the claim.

STATE OF SOUTH CAROLINA     )  
                                           )  
 COUNTY OF LEXINGTON         )     IN THE COURT OF COMMON PLEAS  
                                           )     FOR THE ELEVENTH JUDICIAL CIRCUIT

ARM Quality Builders LLC d/b/a     )  
 ARM Quality Builders,             )     Civil Action No.: 2017-CP-32-0220  
                                           )  
                                           )

Plaintiff,     )

-vs-     )

**NOTICE OF MOTION AND MOTION  
 TO QUASH SUBPOENA TO  
 B&R ELECTRIC, LLC**

Joseph A. Golson and Lycia B. Golson, and     )  
 Branch Banking and Trust Company, LLC     )

Defendants.     )  
 \_\_\_\_\_     )

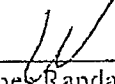
TO: E. WADE MULLINS, III, ESQUIRE, ATTORNEY FOR DEFENDANTS JOSEPH A. GOLSON and LYCIA B. GOLSON:

YOU WILL PLEASE TAKE NOTICE that the Plaintiff will move before the Judge for the First Judicial Circuit Court, at Orangeburg County Judicial Center, at 1406 Amelia Street, Orangeburg, South Carolina, on the tenth day after service hereof, or as soon thereafter as counsel may be heard, for an Order quashing the Subpoena to B&R Electric, LLC, issued by Caitlin C. Heyward, attorney for Defendants Joseph A. Golson and Lycia B. Golson, dated October 25, 2017, a copy of which Subpoenas are attached hereto.

This Motion to Quash is based on the fact information requested has been previously supplied to the Defendants, the requested information subjects a person to undue burden, and requires disclosure of a trade secret or other confidential research, development, or commercial information. It is also based on Subpoenas attached hereto, Rules of Civil Procedure, Rules of

Court, statutes, regulations, professional standards, case law and such other and further authority as the Court may deem appropriate.

DAVIS FRAWLEY, LLC  
140 East Main Street, P.O. Box 489  
Lexington, South Carolina 29071  
(803) 359-2512

BY:   
James Randall Davis, SC Bar No. 1580  
ATTORNEYS FOR PLAINTIFF

Lexington, South Carolina  
November 6, 2017

BRUNER, POWELL, WALL & MULLINS, LLC

ATTORNEYS AND COUNSELORS AT LAW  
1735 ST. JULIAN PLACE, SUITE 200  
POST OFFICE BOX 61110  
COLUMBIA, SOUTH CAROLINA 29260-1110  
TELEPHONE 803-252-7693  
FAX 803-254-5719  
[WWW.BRUNERPOWELL.COM](http://WWW.BRUNERPOWELL.COM)

WARREN C. POWELL, JR., P.A.\*\*  
HENRY P. WALL  
E. WADE MULLINS III, P.A.  
BRIAN P. ROBINSON, P.A.  
WESLEY D. PEEL, P.A.  
JOEY R. FLOYD, P.A.  
BENJAMIN C. BRUNER, P.A.

JAMES L. BRUNER, P.A.  
OF COUNSEL

ANN F. ALLISON  
CAITLIN C. HEYWARD  
ROBERT C. OSBORNE III

\*\* Also Admitted in District of Columbia

AUTHOR'S E-MAIL: [CHEYWARD@BRUNERPOWELL.COM](mailto:CHEYWARD@BRUNERPOWELL.COM)

October 25, 2017

VIA CERTIFIED MAIL  
RETURN RECEIPT REQUESTED  
DELIVERY RESTRICTED TO ADDRESSEE

B&R Electric, LLC  
Bubba A. Morrell, Registered Agent  
294 Rutledge St.  
Orangeburg, SC 29115

Re: ARM Quality Builders v. Joseph & Lycia Golson  
C/A No.: 2017-CP-32-0220  
Bruner Powell File No.: 7-2873.100

To Whom It May Concern:

Enclosed herewith you will find a Subpoena (documents only) in connection with the above-referenced matter. You are free to email your documents to me or drop a copy in the mail to me. I will be more than glad to accept electronic copies of the documents on a flash drive (or a copy of the documents transmitted to me by email). Feel free to call me if you have any questions regarding the documents requested in the subpoena.

With my kindest regards, I am

Sincerely,

*Caitlin Heyward*

Caitlin C. Heyward

CCH/kg  
Enclosures

cc: James Randall Davis, Esquire (Via U.S. Mail w/copy of Encl.)  
Joseph & Lycia Golson (Via E-Mail w/copy of Encl.)

## STATE OF SOUTH CAROLINA

ISSUED BY THE COMMON PLEAS COURT IN THE COUNTY OF ORANGEBURG

ARM Quality Builders, LLC d/b/a ARM Quality  
Builders, plaintiff

SUBPOENA IN A CIVIL CASE

v.

Case Number: 2017-CP-32-0220

Joseph A. Golson and Lycia B. Golson, and  
Branch Banking and Trust Company,  
Defendants

Pending in Lexington County

TO:

B&amp;R Electric, LLC

Bubba A. Morrell, registered agent  
294 Rutledge St.

Orangeburg, SC 29115

☐ YOU ARE COMMANDED to appear in the above named court at the place, and time specified below  
to testify in the above case.

PLACE OF TESTIMONY

COURTROOM

DATE AND TIME

☐ YOU ARE COMMANDED to appear at the place, date, and time specified below to testify at the taking  
of a deposition in the above case.

PLACE OF DEPOSITION

DATE AND TIME

☒ YOU ARE COMMANDED to produce and permit inspection and copying of the following documents or  
objects in your possession, custody or control at the place, date and time specified below (list documents  
or objects): Documents as described in Exhibit A.

PLACE

Bruner Powell Wall & Mullins  
1735 St. Julian Place, Suite 200  
Columbia, SC 29204

DATE AND TIME

November 10, 2017, 5:00 p.m.

☐ YOU ARE COMMANDED to permit inspection of the following premises at the date and time specified  
below.

PREMISES

DATE AND TIME

ANY SUBPOENAED ORGANIZATION NOT A PARTY TO THIS IS HEREBY DIRECTED TO RULE 30(b)(6),  
SOUTH CAROLINA RULES OF CIVIL PROCEDURE, TO FILE A DESIGNATION WITH THE COURT  
SPECIFYING ONE OR MORE OFFICERS, DIRECTORS, OR MANAGING AGENTS, OR OTHER PERSONS WHO  
CONSENT TO TESTIFY ON ITS BEHALF, SHALL SET FORTH, FOR EACH PERSON DESIGNATED, THE  
MATTERS ON WHICH HE WILL TESTIFY OR PRODUCE DOCUMENTS OR THINGS. THE PERSON SO  
DESIGNATED TESTIFY AS TO MATTERS KNOWN OR REASONABLY AVAILABLE TO THE ORGANIZATIONI CERTIFY THAT THE SUBPOENA IS ISSUED IN COMPLIANCE WITH RULE 45(c)(1), AND THAT  
NOTICE AS REQUIRED BY RULE 45(b)(1) HAS BEEN GIVEN TO ALL PARTIES.*Caitlin Heyward*  
Attorney/Issuing Officer's Signature10/24/17  
Date*Caitlin Heyward*  
Print Name

Attorney for Plaintiff

Attorney's Address and Telephone Number:

1735 St. Julian Place, Post Office Box 61110 Columbia, SC 29206

(803) 252-7693

(ii) requires a person who is not a party nor an officer, director or managing agent of a party, nor a general partner of a partnership that is a party, to travel more than 50 miles from the county where that person resides, is employed or regularly transacts business in person, except that, subject to the provisions of clause (c)(3)(B)(iii) of this rule, such a person may in order to attend trial be commanded to travel from any such place within the state in which the trial is held; or

(iii) requires disclosure of privileged or otherwise protected matter and no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) If a subpoena:

(i) requires disclosure of a trade secret or other confidential research, development, or commercial information; or

(ii) requires disclosure of an unretained expert's opinion or information not describing specific events or occurrences in dispute and resulting from the expert's study made not at the request of any party; or

(iii) requires a person who is not a party nor an officer, director or managing agent of a party, nor a general partner of a partnership that is a party, to incur substantial expense to travel from the county where that person resides, is employed or regularly transacts business in person, the court may, to protect a person subject to or affected by the subpoena, quash or modify the subpoena or, if the party in whose behalf the subpoena is issued shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship and assures that the person to whom the subpoena is addressed will be reasonably compensated, the court may order appearance or production only upon specified conditions.

(d) Duties In Responding to Subpoena.

(1)(A) A person responding to a subpoena to produce documents shall produce them as they are kept in the usual course of business or shall organize and label them to correspond with the categories in the demand.

(B) If a subpoena does not specify the form or forms for producing electronically stored information, a person responding to a subpoena must produce the information in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) A person responding to a subpoena need not produce the same electronically stored information in more than one form.

(D) A person responding to a subpoena need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or to quash, the person from whom discovery is sought must show that the information sought is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(6)(B). The court may specify conditions for the discovery.

(2)(A) When information subject to a subpoena is withheld on a claim that it is privileged or subject to protection as trial preparation materials, the claim shall be made expressly and shall be supported by a description of the nature of the documents, communications, or things not produced that is sufficient to enable the demanding party to contest the claim.

(B) If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has and may not use or disclose the information until the claim is resolved. A receiving party may promptly present the information to the court under seal for a determination of the claim. If the receiving party disclosed the information before being notified, the receiving party must take reasonable steps to retrieve the information. The person who produced the information must preserve the information until the claim is resolved.

|                                                                                                         |      |            |
|---------------------------------------------------------------------------------------------------------|------|------------|
| Clerk of Court/Issuing Officer's Signature<br>Pro Se Litigant's Name, Address and<br>Telephone Number : | Date | Print Name |
|---------------------------------------------------------------------------------------------------------|------|------------|

### PROOF OF SERVICE

|                                                                      |                                          |                                                                                                            |
|----------------------------------------------------------------------|------------------------------------------|------------------------------------------------------------------------------------------------------------|
| SERVED:                                                              | DATE 10/25/2017                          | FEES AND MILEAGE TENDERED TO WITNESS<br><input type="checkbox"/> YES <input type="checkbox"/> NO AMOUNT \$ |
| PLACE:                                                               | 294 Rutledge St.<br>Orangeburg, SC 29115 |                                                                                                            |
| SERVED ON<br>B&R Electric, LLC<br>Bubba A. Morrell, registered agent |                                          | MANNER OF SERVICE:<br>Certified Mail, Restricted Delivery, Return<br>Receipt Requested                     |
| SERVED BY: Katie Gjennestad                                          |                                          | TITLE: Legal Assistant                                                                                     |

### DECLARATION OF SERVER

I certify that the foregoing information contained in the Proof of Service is true and correct.  
Executed on October 25, 2017

*Katie Gjennestad*  
SIGNATURE OF SERVER

Post Office Box 61110, Columbia, SC 29260-  
1110  
ADDRESS OF SERVER

Rule 45, South Carolina Rules of Civil Procedures, Parts (c) and (d):

#### (c) Protection of Persons Subject to Subpoenas.

(1) A party or an attorney responsible for the issuance and service of a subpoena shall take reasonable steps to avoid imposing undue burden or expense on a person subject to that subpoena. The court on behalf of which the subpoena was issued shall enforce this duty and impose upon the party or attorney in breach of this duty an appropriate sanction, which may include, but is not limited to, lost earnings and a reasonable attorney's fee.

(2)(A) A person commanded to produce and permit inspection and copying of designated electronically stored information, books, papers, documents or tangible things, or inspection of premises need not appear in person at the place of production or inspection unless commanded to appear for deposition, hearing or trial. A party or an attorney responsible for the issuance and service of a subpoena for production of books, papers and documents without a deposition shall provide to another party copies of documents so produced upon written request. The party requesting copies shall pay the reasonable costs of reproduction.

(B) Subject to paragraph (d)(2) of this rule, a person commanded to produce and permit inspection and copying may, within 14 days after service of the subpoena or before the time specified for compliance if such time is less than 14 days after service, serve upon the party or attorney designated in the subpoena written objection to inspection or copying of any or all of the designated materials or of the premises—or to producing electronically stored information in the form or forms requested. If objection is made, the party serving the subpoena shall not be entitled to inspect and copy the materials or inspect the premises except pursuant to an order of the court by which the subpoena was issued. If objection has been made, the party serving the subpoena may, upon notice to the person commanded to produce, move at any time in the court that issued the subpoena for an order to compel the production. Such an order to compel production shall protect any person who is not a party or an officer of a party from significant expense resulting from the inspection and copying commanded.

(3)(A) On timely motion, the court by which a subpoena was issued, or regarding a subpoena commanding appearance at a deposition, or production or inspection directed to a non-party, the court in the county where the non-party resides, is employed or regularly transacts business in person, shall quash or modify the subpoena if it:

(i) fails to allow reasonable time for compliance; or



**EXHIBIT A**  
**B&R Electric, LLC**

- 1) All itemized invoices, quotes, delivery tickets, statements, receipts, and evidence of payment (including but not limited to copies of checks from ARM Quality Builders or Ahmad Mazloom) for labor, materials, or any other services provided by you to ARM Quality Builders or Ahmad Mazloom in the calendar years 2016 and 2017 relating projects located at:
  - a. 125 Sweet Melody Lane Lexington, SC 29073
  - b. 207 Libby Ariail Lane Chapin, SC 29036Clearly indicate the invoice number for which each check or payment relates.
- 2) Produce a copy of the work order/invoice submitted to Ahmad Mazloom dated 12/30/16 and identify the project location(s) where the work and/or materials were provided.
- 3) All correspondence, including emails and text messages, between you and Arm Quality Builders and/or Ahmad Mazloom for the years 2016 and 2017.
- 4) Produce and itemized account summary for ARM Quality Builders, LLC and Ahmad Mazloom for all products and/or services provided in the calendar years 2016 and 2017.
- 5) List all projects by project address for which you supplied labor or materials or performed any work on behalf of ARM Quality Builders or Ahmad Mazloom during the calendar years 2016 and 2017.
- 6) Indicate whether any products or materials supplied for the project located at 207 Libby Ariail Lane Chapin, SC 29036 were returned by ARM Quality Builders or Ahmad Mazloom, whether a credit was issued, and the amount of each credit. Provide all documentation supporting the same.

STATE OF SOUTH CAROLINA )  
COUNTY OF LEXINGTON )

IN THE COURT OF COMMON PLEAS  
FOR THE ELEVENTH JUDICIAL CIRCUIT

ARM Quality Builders LLC d/b/a )  
ARM Quality Builders, )  
Plaintiff, )

Civil Action No.: 2017-CP-32-0220

-vs-

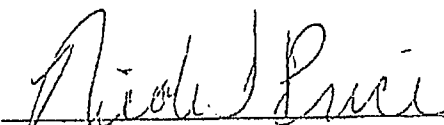
**CERTIFICATE OF SERVICE  
BY MAIL**

Joseph A. Golson and Lycia B. Golson, and )  
Branch Banking and Trust Company, LLC )  
Defendants. )

I, Nicole T. Price, a paralegal with the law firm of DAVIS, FRAWLEY, ANDERSON, MCCAULEY, AYER, FISHER & SMITH, LLC, do hereby certify that I have served the following with the foregoing NOTICE OF MOTION AND MOTION TO QUASH SUBPOENA TO B&R ELECTRIC, LLC by mailing a copy of same, postage prepaid and return address clearly indicated on said envelope, to them at the following address:

E. Wade Mullins, III, Esquire  
Post Office Box 61110  
Columbia, South Carolina 29260-1110

on this 7<sup>th</sup> day of November, 2017 all in accordance with Rule 5 (b)(1) of the South Carolina Rules of Civil Procedure.

  
Nicole T. Price, Paralegal  
DAVIS FRAWLEY, LLC  
140 East Main Street  
Lexington, South Carolina 29071

ATTORNEYS FOR PLAINTIFF

Lexington, South Carolina

STATE OF SOUTH CAROLINA

) IN THE COURT OF COMMON PLEAS

COUNTY OF LEXINGTON

)

Case No.: 2017-CP-32-02204

)

---

 ARM Quality Builders LLC d/b/a,  
 ARM Quality Builders,

)

)

)

)

Plaintiff(s),

)

)

)

v.

)

)

Joseph A. Golson, Lycia B. Golson and,  
Branch Banking and Trust Company,

)

)

)

Defendants(s).

)

)

---

 Joseph A. Golson and Lycia B. Golson,

)

)

Third-Party Plaintiffs

)

v.

)

)

Ahmad Mazloom,

)

)

Third-Party Defendant

)

)

TO: E. WADE MULLINS, III, ESQUIRE, ATTORNEY FOR DEFENDANTS JOSEPH A. GOLSON and LYCIA B. GOLSON:

YOU WILL PLEASE TAKE NOTICE that the Plaintiff and Third-Party Defendant, by and through their undersigned attorney, will move before The Honorable Clifton B. Newman for an Order reconsidering the Order Granting Attorney's Fees entered on May 20, 2019. The undersigned would ask the Court to reverse its decision granting the Defendants Joseph A. Golson and Lycia B. Golson attorney's fees in the amount of \$25,000.00. This Motion is made on the following grounds.

1. The Order referenced above, failed to specify specific findings as to the factors considered in granting the Defendant attorney's fees in the amount of \$25,000.00. An Order for

award of attorney fees must contain specific findings regarding the factors considered in granting the award. *Voelker v. Hillcock*, 288 S.C. 622, 344 S.E.2d 177 (Ct. App. 1986).

2. The Order referenced above, failed to rule on the issue raised in the Plaintiff's Brief (stating the amount of attorney fees should be limited to those actions specifically involving the mechanic's lien). *Cedar Creek Props.*, 320 S.C. at 487, 465 S.E.2d at 776. The appropriate way to obtain a ruling when the issue has been raised before the trial court but is not mentioned in the order or not explicitly ruled upon is to file a motion to alter or amend the judgment. *SSI Medical Servs., Inc. v. Cox*, 301 S.C. 493, 392 S.E.2d 789 (1990); *Vespazianni v. McAlister*, 307 S.C. 411, 415 S.E.2d 427 (Ct. App. 1993); *Flavor-Inn, Inc. v. NCNB Nat'l Bank of South Carolina*, 309, S.C. 508, 424 S.E.2d 534 (Ct. App. 1992).

BY: /s/ James Randall Davis

James Randall Davis, SC Bar No. : 1580  
DAVIS FRAWLEY, LLC  
140 East Main Street, P.O. Box 489  
Lexington, South Carolina 29071  
(803) 359-2512

ATTORNEYS FOR PLAINTIFF AND  
THIRD-PARTY DEFENDANT

Lexington, South Carolina  
May 30, 2019

STATE OF SOUTH CAROLINA )

COUNTY OF LEXINGTON )

IN THE COURT OF COMMON PLEAS  
FOR THE ELEVENTH JUDICIAL CIRCUITARM Quality Builders LLC d/b/a  
ARM Quality Builders,

Civil Action No.: 2017-CP-32-02204

Plaintiff, )

-vs- )

Joseph A. Golson and Lycia B. Golson, and  
Branch Banking and Trust Company, LLC )

Defendants. )

**NOTICE OF MOTION AND MOTION  
TO RECONSIDER PURSUANT TO  
SCRCP RULE 52 and RULE 59**\_\_\_\_\_  
Joseph A. Golson and Lycia B. Golson, )

Third-Party Plaintiffs, )

-vs- )

Ahmad Mazloom, )

Third-Party Defendant. )  
\_\_\_\_\_ )

TO: E. WADE MULLINS, III, ESQUIRE, and CAITLIN C. HEYWARD, ESQUIRE,  
ATTORNEYS FOR DEFENDANTS JOSEPH A. GOLSON and LYCIA B. GOLSON:

YOU WILL PLEASE TAKE NOTICE that the Plaintiff and Third-Party Defendant, by and through their undersigned attorney, will move before The Honorable Walton J. McLeod, IV for an Order amending findings of fact in his Order entered on August 7, 2020 and rescind certain legal conclusions as set forth in this Motion.

1. Plaintiff and Third-Party Defendant ask the Court to amend the Order and findings of fact that the third document of the contract documents was a List of Specifications which on the second page indicated, in bigger print, any extras or changes will be at the owner's expense and this was initialed by Defendants Golson personally. Also, the extras which are handwritten on the List of Specifications were actually constructed and installed in said home

and this is confirmed by the testimony of the Defendants Golson. (R. 479-489). Plaintiff should be allowed to charge a fee on the materials paid for by the Defendants because Plaintiff had to supervise the installation of said materials.

2. Plaintiff and Third-Party Defendant move to amend the Order and the findings of fact as to the testimony Mr. Crolley, B&R Electric, Joshua Hall and White Knoll Heating & Air, the following portions of the Transcript in this matter.

- a. Mr. Crolley, who owns A&D Fabrications, indicated in his testimony he could not remember when he worked on the house. (R. at 265). He was not sure what the payment amount was. (R. at 266). He had no record, no memory of the amount of invoice on the project (R. 269). There was an invoice which Crolley wrote on it "ARM", the address of the Defendants Golson's in Chapin where the house was being built and wrote "deck for the porch" but denied he wrote in the figure of \$13,000. Defendant's Trial Exhibit 6A, Invoice No. 048852. This payment is marked as "paid". On the cash receipt he indicates it is his handwriting and he did write that which is for \$3600 which is the cash payment to him paid on January 29, 2017. (R. 274 and Defendant's Trial Exhibit 6D). He did not know what he has been paid. (R. 285). Although, earlier he said \$13,000. When you add the checks together that were written to him, they total \$13,000 which entered on the invoice. (R. 282-290 and Plaintiff's Trial Exhibit 29 showing checks).
- b. B&R Electric. The owner testified he submitted a written bill for \$23,098.51 which has 21 separate entries (Defendant's Trial Exhibit 15A). This bill matches up with the three checks that are written to him by the Plaintiff ARM which are entered under Plaintiff's Exhibit 20. He stated he did not receive cash but his invoice matches up with the checks which are in the amount of \$18,000, \$900 and \$4,100 (Plaintiff's Trial Exhibit 20). He indicated he produced the invoice given to the Plaintiff ARM for \$23,090.51 given to the Plaintiff ARM for the \$23,098.51. The date of the invoice is December 30, 2016. He said he produced the \$4,100 invoice and gave it to Plaintiff ARM (Defendant's Trial Exhibit C). He testified 39 additional recess lights had to be placed in the house, as requested by the Defendants Golson. (R. 317-330).
- c. Joshua Hall did the interior finish carpentry on the house and he had been working for the Plaintiff ARM for 20 years and had no reason to not trust him and he was a good builder. His testimony discussed conflicting invoices but he indicated he could not calculate what the discrepancy was in these invoices. He was not the best bookkeeper. However, he did indicate the proper invoices in this case was 1052 and 1079 and when you add up the checks that are written to him which are checks 800, 807, 824 and 848, they match-up which what he says is the dollar figure on the invoices 1052 and 1079, within \$900 (Plaintiff's Trial Exhibit 28). Also, he testified he had traveled to obtain wood product to match-up with the cabinetry that was being moved from the

Defendants Golson's house in Columbia to be placed in their new house because it had been built by Mrs. Golson's parents. This was a day trip to the upper part of the state and would have to be cut to have completed cabinetry in the kitchen (R. 359-371).

- d. White Knoll Heating & Air's representative, Josh Joyner, submitted an invoice of \$25,000. He said he was actually paid \$19,500 but he could not produce the invoice on that. The checks that are written to him which are number 768, 799, 811 and 847 total what his invoice was in the amount of \$25,000. He denied he received cash payments. (R. 377-385).

3. Plaintiff and Third Party Defendant asks the Court to amend its findings of fact finding that the "fabricated" checks were actually, as shown by Defendant's Trial Exhibit 4 is a list of checks prepared by ARM which was to confirm cash payments made to the subcontractors on this project and those cash payments are attached to Plaintiff's Trial Exhibits 18, 20, 27, 28 and 29. Mr. Mazloom testified that each time he made a cash payment to a materialman or subcontractor he would make a notation in his records and would execute a signed check for his tax records to have written confirmation of what cash payments were being made to the materialmen, labor men or subcontractors. (R. 96, 110 and 112). Plaintiff also secured cash receipts from materialmen and subcontractors which are denoted under Defendant's Trial Exhibit 5 and these receipts are further evidenced of the legitimacy of the checks under Defendant's Trial Exhibit 4.

4. Plaintiff and Third-Party Defendant move to ask the Court to rescind its Judgment against the Third-Party Defendant personally for the following reasons:

In regards to Golsons' claim for Breach of Contract – ARM, the Court found:

"ARM was only able to establish it earned \$327,204.56 for its project costs and fees and having found the Golsons paid ARM \$395,000.00 plus \$18,247.05 in out of pocket material costs, for a total of \$413,247.05 based on the false representations of ARM, the Court finds that ARM breached the Agreement with Golsons. As a result of said breach, the Court finds the Golsons paid ARM \$86,042.50 in excess of what the parties' Agreement required with said amount representing the loss actually suffered by the Golsons as a result of the breach."

In regards to Golsons' claim for breach of contract with fraudulent intent, the Court found:

"There is clear and convincing evidence in the Record that ARM and Mazloom engaged in fraud. As set forth above, the Record is replete with multiple examples of fabricated or falsified invoices. Furthermore, as a result of the fraud, requests for payment were submitted by ARM and Mazloom representing actual costs incurred when, in fact, those costs had not been incurred in connection with the building of the Golsons' home. Furthermore, ARM and Mazloom attempted to bolster the fraudulent scheme by presenting checks as evidence of costs incurred when, in fact, those checks had been fabricated and not tendered as payment. There is ample testimony from several of ARM's subcontractors that supports the conclusion that Mazloom made concerted efforts to conspire or otherwise coordinate the production of false invoices reflecting payment had been received by the subcontractors in cash when such payments had not been paid. Testimony also reflects invoices being presented as costs incurred by ARM that were either inflated or for work not performed on the Golsons' residence. The Court finds that there is clear and convincing evidence that these actions were taken by ARM and Mazloom with knowledge of the false representations and intended and calculated to deceive the Golsons. Furthermore, having no knowledge of the falsity of the represented costs, the Golsons relied on these representations and said representations were material to the process and resulted in ARM and Mazloom receiving payment for which they were not entitled."

Plaintiff and Third-Party Defendant contend that the Court has awarded double damages for the same false representation claim. The Court has found in the breach of contract action false representations by ARM. The Court has not identified any separate false representations in its decision on the breach of contract with fraudulent intent. Furthermore, the house construction documents, checks written by Plaintiff in this case, receipts and invoices were all in the name of ARM Quality Builders, LLC and not Ahmad Mazloom personally.

5. Plaintiff and Third-Party Defendant moves to amend its Order and the findings of fact as follows:

Defendants Golson also raised an issue as to a \$20,000 check which was part of the Plaintiff's Trial Exhibit 27 (RNG Contracting invoices) being a legitimate bill on the Defendants Golson's house. Mr. Mazloom testified it was not and to prove that the invoices from this sub-contractor commencing from July 20, 2016 through November 15, 2016 and the payments for the same period of time by the Plaintiff matched each other of \$107,000+ in invoices and payments indicating at the time that check was written, no invoices were owed to this sub-contractor.



Defendants subpoenaed the representative of RNG Contracting as well as Jaime Huerta to testify but failed to call them as witnesses.

6. The Court is in error in citing that the \$25,000.00 is an appropriate figure for special damages for slander of title in that the decision by the Circuit Court (Judge Newman) on that issue was ordered without the Court considering any factors in regards to the amount of the attorney's fees inconsistent with *Voelker v. Hillcock*, 288 S.C. 622, 344 S.E.2d 177 (Ct. App. 1986).

7. The Court establishes no South Carolina authority for the legal conclusion that a Mechanic's Lien is not a form of a pleading in South Carolina.

8. The Court has failed to utilize the factors set forth in *Gamble v. Stevenson*, 305 S.C. 104, 406 S.E.2d 350 (1991) and *Welch v. Epstein*, 342 S.C. 279, 536 S.E.2d 408 (2000) in determining any punitive damages owed by the Plaintiff and Third-Party Defendant.

BY: /s/ James Randall Davis

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ATTORNEYS FOR PLAINTIFF AND  
THIRD-PARTY DEFENDANT

Lexington, South Carolina  
August 17, 2020

|                                       |   |                                   |
|---------------------------------------|---|-----------------------------------|
| STATE OF SOUTH CAROLINA               | ) | IN THE COURT OF COMMON PLEAS      |
|                                       | ) |                                   |
| COUNTY OF LEXINGTON                   | ) | Case No.: 2017-CP-32-02204        |
|                                       | ) |                                   |
| ARM Quality Builders LLC d/b/a,       | ) |                                   |
| ARM Quality Builders,                 | ) |                                   |
|                                       | ) |                                   |
| Plaintiff,                            | ) |                                   |
|                                       | ) |                                   |
| v.                                    | ) |                                   |
|                                       | ) |                                   |
| Joseph A. Golson and Lycia B. Golson  | ) | <b>RETURN TO AHMAD MAZLOOM</b>    |
| and Branch Banking and Trust Company, | ) | <b>AND ARM QUALITY BUILDERS,</b>  |
|                                       | ) | <b>LLC'S MOTION TO RECONSIDER</b> |
| Defendants                            | ) |                                   |
|                                       | ) |                                   |
| Joseph A. Golson and Lycia B. Golson, | ) |                                   |
|                                       | ) |                                   |
| Third-Party Plaintiffs                | ) |                                   |
|                                       | ) |                                   |
| v.                                    | ) |                                   |
|                                       | ) |                                   |
| Ahmad Mazloom,                        | ) |                                   |
|                                       | ) |                                   |
| Third-Party Defendant                 | ) |                                   |
|                                       | ) |                                   |

This matter came before the Court for a bench trial on December 18-20, 2019. On August 7, 2020, the Court filed its Order granting judgment to Joseph A. Golson and Lycia B. Golson (hereinafter referred to collectively as the "Golsons"). Ahmad Mazloom and ARM Quality Builders, LLC (hereinafter referred to collectively as "ARM") filed the subject "Motion to Reconsider Pursuant to SCRCF Rule 53 and Rule 59" on August 17, 2020. For the following reasons, the Court should deny ARM's motion:

1. ARM's motion presumably seeks reconsideration and amendment of the Courts findings regarding the parties' agreement concerning "extras" on the Project. The Order references the specifications that were attached and incorporated into the contract documents in Def. Ex. 1. There is ample evidence in the Record for the Court to make the findings set forth in Paragraphs 28 – 34

of the Order regarding ARM's claims for extra-contractual work and its failure to present evidence that ARM incurred costs that exceeded \$395,000 for "extras" outside of the parties agreement. Moreover, as the Court found in Paragraph 35 of the Order, the Court took into account all costs proven by ARM in its findings - whether they were considered "extras" or not. As such, ARM's complaint regarding the findings as to "extras" is unfounded.

ARM also complains regarding the Court's finding that ARM was not entitled to a fee on materials purchased by the Golsons, arguing that ARM had to supervise the installation of the materials. ARM's complaint fails to recognize that the Court took into account all proven labor costs, including the installation of materials purchased by the Golsons, and applied a fee for all such installation. ARM has failed to provide any credible reference to the evidence in the Record that supports a finding that ARM was entitled to charge a 15% fee on materials purchased by the Golsons.

2. ARM requests that the Court amend its findings regarding the testimony of Mr. Crolley, B&R Electric, Joshua Hall, and White Knoll Heating & Air. The facts and testimony cited in ARM's Motion with respect to each of those witnesses is immaterial to and do not alter the findings and conclusions of the Court.

a. Mr. Crolley- Specifically, Mr. Crolley's acknowledgment that he could not recall the precise date of work or the exact amount he charged ARM for his work on the Project is immaterial to the Court's findings and conclusions. ARM claimed Mr. Crolley was paid \$13,000 for his work on the Project, which included a \$3,600 cash payment. However, Mr. Crolley testified with certainty that he never received a \$3,600 cash payment for his work and that he falsified a "cash receipt" for that amount at ARM's request. The fact that Crolley admitted that "deck for porch" and the Golson's address appeared in his handwriting on Invoice no. 048852 is equally

irrelevant to the Court's findings. Mr. Crolley testified he did not write the \$13,000 total on Invoice No. 048852, and he denied the invoice belonged to him. ARM failed to provide any credible evidence to refute Mr. Crolley's testimony.

Despite the fact that Mr. Crolley testified he worked on other projects for ARM at the same time as the Golson's project and he was never paid in cash, the Court conservatively calculated the proven actual costs attributable to A&D's work on the Project by assuming every check payable to Mr. Crolley or A&D Fabrication that ARM submitted into evidence applied to the Golson's project with the exception of the uncashed \$3,600 "IRS reminder check." The fact that the fake \$3,600 "reminder" check and the six (6) remaining checks that were drawn on the account total \$13,000 does not alter the Court's findings that ARM overstated its costs and the \$3,600 was never paid. Indeed, it is merely further evidence of ARM's fraudulent scheme. The testimony and facts referenced in ARM's Motion fail to support a finding that ARM's costs for Crolley's work on the project exceeded \$9,400.00, and they do not alter the Court's findings and conclusions.

b. B&R Electric- The facts and testimony referenced in ARM's Motion are immaterial to the Court's findings and conclusions because Mr. Morrell readily admitted that he falsely fabricated the \$23,098.51 invoice and the \$4,100 cash receipt at the request and direction of Mr. Mazloom. The fact that the false invoice and cash receipt coincide with the checks ARM submitted as evidence of payments to B&R electric for its work on the Project, the date of the invoice, and that Mr. Morrell previously produced the false invoice and receipt to Plaintiff do not alter the ample evidence in the record to support the findings set forth in Paragraphs 52-66. Likewise, the testimony regarding the additional recess lighting is irrelevant to the Court's findings and conclusions. As discussed in section 1 above, the Court took into account all costs proven by ARM in its findings- whether they were considered "extras" or not- and determined ARM's costs did not

exceed \$395,000.00.

c. Joshua Hall/Double R. Cabinetry- ARM asks the Court to amend its Order to find that dollar figure on invoices 1052 and 1079 add up to the total sum of check numbers 800, 807, 824 and 848 within \$900. The evidence does not reflect such a finding and the Court declines to amend its Order. Check numbers 800, 807, 824 and 848 total \$13,999.00. The combined total of invoices 1079 and 1052 is \$11,750, which is \$2,249 less than the amount claimed by ARM for the work performed by Mr. Hall. The Court considered the evidence and Mr. Hall's demeanor and testimony as a whole and found him to be credible. The facts and testimony cited in ARM's Motion do not alter the ample evidence in the record to support the findings set forth in Paragraphs 67-83. Likewise, the testimony regarding the additional travel to obtain wood product to match the cabinetry is irrelevant to the Court's findings and conclusions. As discussed in section 1 above, the Court took into account all costs proven by ARM in its findings- whether they were considered "extras" or not- and determined ARM's costs did not exceed \$395,000.00.

d. White Knoll Heating & Air- The fact that Mr. Joyner could not produce an invoice for \$19,500 and the fact that the checks ARM claims represent payments to White Knoll for the HVAC system on the Project total \$25,000 do not alter the Court's findings and conclusions. One check for \$5,500 was never drawn on ARM's account, and Mr. Joyner testified he was not paid \$5,500 in cash. Mr. Joyner testified that Mr. Mazloom asked him to falsify the \$25,000 invoice after the job was completed. The Court considered the testimony of Mr. Mazloom and Mr. Joyner and found Mr. Joyner's testimony to be credible. The facts and testimony referenced in ARM's Motion do not alter the ample evidence in the record to support the findings set forth in Paragraphs 84-96.

3. ARM requests that the Court amend its findings regarding the checks that were not tendered as payment being referred to as “fabricated.” There is frankly an unbelievably significant amount of evidence presented in the Record that ARM and Mazloom engaged in a fraudulent scheme to “fabricate” or otherwise present checks as if they had been tendered for payment of costs incurred when in fact ARM and Mazloom knew that such representations were false. Moreover, the strained explanation that a signed “check” was a reminder that said amounts were paid in cash was not supported by the testimony from ARM’s own subcontractors. A review of the Order shows numerous cites to the trial exhibits and witness testimony which clearly supports the findings regarding the fabricated checks that were not tendered for payment.

4. ARM’s motion requests that this Court rescind its judgment against Mazloom individually claiming that the damages awarded against Mazloom result in a double recovery. Clearly, Mazloom can be liable for any fraud or deceptive acts he participated in or directed. *BPS, Inc. v. Worthy*, 362 S.C. 319, 608 S.E.2d 155 (Ct. App. 2015). It is also clear that liability can attach to both ARM and Mazloom individually as a result of such fraud or deceptive acts. *Gilbert v. Mid-South Machinery Co., Inc.*, 267 S.C.211, 227 S.E.2d 189 (1976). The Court made deliberate effort to identify and avoid the prospect of a double recovery. It specifies that the \$81,160.59 in damages awarded based on the fraud of Mazloom was a component of the damages awarded against ARM in the amount of \$86,042.50. As such, the judgment against Mazloom would be joint and concurrent with the judgment against ARM and no potential for double recovery exists. Lastly, there is ample evidence presented and cited to in the record of Mazloom directly engaging in fraudulent and deceptive acts giving rise to individual liability.

5. ARM requests that the Court amend its findings regarding \$20,000 payment from ARM to

RNG Contracting. ARM further requests the Court consider witnesses who were allegedly subpoenaed by the Golsons but not called to testify at trial and draw inferences from such lack of testimony in favor of ARM. As the Plaintiff, ARM bears the burden to prove its damages and establish the actual costs incurred on the Project. The Court considered the evidence before it and determined Mr. Mazloom's explanation regarding the \$20,000.00 loan was not credible. ARM had an equal opportunity to present exculpatory witness testimony and chose to rely on solely on the testimony of Mr. Mazloom. The facts and testimony referenced in ARM's Motion are immaterial to the Court's findings and conclusions as there is ample evidence in the Record to support the findings set forth in Paragraphs 158-170.

6. In its Order, the Court made specific findings of fact and conclusions of law supporting the Golsons' claim for slander of title. The Court held that the Golsons were entitled to special damages as a result of its findings and conclusion but further noted that Judge Newman had issued a prior order in the case dismissing the mechanic's lien and awarding attorney's fees to the Golsons. Because Judge Newman had already awarded attorney's fees and because attorney's fees would be an appropriate measure of damages for slander of title, this Court declined to award any additional damages in connection with the slander of title claim. ARM alleges that the Court was in error citing to Judge Newman's order for attorney's fees in declining to award any additional damages. This Court certainly has a right to rely on Judge Newman's order, which has not been appealed or otherwise challenged. There is ample evidence in the Record, including the evidence, affidavits and other submissions to this Court as well as Judge Newman's order which cites to the factors considered in awarding attorney's fees, to support the findings and conclusions reached by this Court as to slander of title.

7. ARM erroneously asserts that the Court failed to establish sufficient legal authority for its conclusion that wrongfully filing a mechanic's lien is actionable under a slander of title claim. The Court cites the seminal case of *Huff v. Jennings*, 319 S.C. 142, 459 S.E.2d 886 (Ct. App. 1985) in support of its findings that the evidence supports a finding for slander of title. *Huff* considered a statutory lien for attorney's fees against the real property of a client. The Court specifically found that wrongfully recording an unfounded claim of lien against the property of another is generally actionable as slander of title. Moreover, in so holding, the Court cited several cases in support from other jurisdictions, including *Contract Dev. Corp. v. Beck*, 255 Ill. App.3d 660, 627 N.E.2d 760, 194 Ill Dec. 423 (Ill. Ct. App.1994) that held the wrongful filing of a mechanic's lien was actionable as slander of title. As such, this Court's findings and conclusions of law are fully supported by South Carolina precedent.

8. ARM argues that the Court failed to utilize the factors set forth in *Gamble v. Stevenson*, 305 S.C. 104, 406 S.E.2d 350 (1991) and *Welch v. Epstein*, 342 S.C. 279, 536 S.E.2d 408 (2000) and presumably seeks reversal of the award of punitive damages. The Court in *Gamble* and *Welch* was examining the propriety of punitive damages awarded by jury. *Gamble* established the post-trial process established whereby the trial judge was vested with authority to review the propriety of a jury's award of punitive damages to ensure compliance with due process rights. Obviously, the trial judge review of the propriety of the jury award of punitive damages is not applicable in this case, as this case was conducted non-jury with the trial judge serving as the finder of fact. Nevertheless, the Order reflects the Courts consideration of applicable factors supporting the award of punitive damages, including the degree of culpability, duration of the conduct, ARM and Mazloom's awareness and concealment; the likeliness that the award of punitive damages would deter future conduct and the award's reasonable relation to the harm resulting from the conduct.



The Order was clear in its assigning punitive damages based on the fee that ARM and Mazloom received as a percentage of those properly allocated costs of the Project. A disgorgement of the contractor's fee on the project as the basis for award of punitive damages and which amounts to approximately 50% of the actual damages by all accounts comports with due process.

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**ATTORNEY FOR DEFENDANTS/THIRD-  
PARTY PLAINTIFFS**

September 15, 2020

IN THE STATE OF SOUTH CAROLINA  
In the Court of Appeals

**RECEIVED**

JUN 24 2021

**SC Court of Appeals**

APPEAL FROM LEXINGTON COUNTY  
Court of Common Pleas

The Honorable Clifton Newman, The Honorable Walton J. McLeod, IV  
Lexington County

Trial Court Case No.: 2017CP3202204

ARM Quality Builders LLC d/b/a, ARM Quality Builders..... Appellant.

v.

Joseph A. Golson and Lycia B. Golson and Branch Banking and Trust Company.. Respondents.

AND

Joseph A. Golson and Lycia B. Golson..... Third-Party Respondents.

v.

Ahmad Mazloom..... Third-Party Appellant.

Appellate Case No. 2020-001406

**CERTIFICATE OF COUNSEL**

Pursuant to Rule 210(g), SCACR, I certify that the record on appeal contains all material proposed to be included by any of the parties and not any other material.

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June 24, 2021  
Lexington, South Carolina