

1 STATE OF SOUTH CAROLINA) IN THE SOUTH CAROLINA CIRCUIT COURT 13
2 COUNTY OF GREENVILLE) COURT C.A NO.. 2024-CP-23-00312

3
4 Christopher Jones,)
5 Plaintiff,)
6 Versus)
7 D&B Real Estate Ventures LLC et al)
8 Defendant.)

RECEIVED
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SC Court of Appeals

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10 H E A R I N G

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12 DATE: March 7, 2024

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14 LOCATION: South Carolina Circuit Court 13

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16 JUDGE: G.D. Morgan

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18 TRANSCRIBED BY: ERIN REILLY

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APPEARANCES:

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Certificate of Transcriber 20

EXHIBITS

(None marked)

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1 PROCEEDINGS

2 THE COURT: First matter Christopher Jones versus DB
3 Real Estate Ventures, 2024CP2300312.

4 MR. HOLDER: Good morning?

5 THE COURT: Good morning.

6 MR. HOLDER: Your Honor, I understand to be the pro
7 se Plaintiff.

8 THE COURT: Okay. You all see he's out there. All
9 right. Everybody would identify themselves for the record.
10 First of all, starting with the Plaintiff.

11 MR. JONES: Christopher Jones, Your Honor, Pro Se.

12 MR. HOLDER: All right. Morning, Your Honor.

13 Stokely Holder on behalf of the Defendants and to my right is
14 Mr. Darius Jones, behind me is Mr. Bradley Robinson, both the
15 named Defendants.

16 THE COURT: All right. I believe this is your
17 motions, Mr. Holder?

18 MR. HOLDER: Yes, sir, Your Honor. May it please the
19 Court. I think it makes most sense just get to the motion to
20 dismiss, which I believe will dispose of the other motions. We
21 were previously before you, if you recall, I believe a month
22 ago on the Plaintiff's motion for a TRO, which was denied in
23 part because the Plaintiff failed to appear for his motion. We
24 had already at that point -- I'd been engaged after that motion
25 was filed and we filed a motion to dismiss, which is the motion

1 that we're here for today. And the motion, Your Honor, is
2 based on South Carolina code Section 40-59-30, which makes
3 clear that anyone who offer -- offers to perform or performs
4 residential construction in our state without a license, has no
5 standing in court, to pursue either a claimant law or in equity
6 and specifically mentioned in that statute, the preclusion of
7 any mechanics lien.

8 So, in this case as the pleadings make abundantly clear
9 as do all of the filings of the Plaintiff. This is a case
10 entirely about their purported work that the Plaintiffs
11 performed, the property at issue is owned by my clients and the
12 Plaintiff is not licensed. We have confirmed that with the
13 South Carolina Department of Labor Licensing and Regulation. I
14 don't know if the affidavit we've obtained --

15 THE COURT: Yeah, I've got it. Date of February 1st?

16 MR. HOLDER: Yes, Your Honor.

17 THE COURT: Okay.

18 MR. HOLDER: The affidavit together with the records
19 of the LLR made clear that's an affidavit from a representative
20 of the LLR makes it clear that the Plaintiff is in fact not
21 licensed. So, therefore, accordance with that statute, he has
22 no legal standing to bring the claims at issue. Therefore, we
23 would request court dismiss the action. There are a number of
24 troubling facts related to this matter but I'll just leave it
25 as -- at that for now.

1 THE COURT: Okay. All right. Mr. Jones, let me hear
2 from you.

3 MR. JONES: All right, Your Honor. Thank you. First
4 of all, Your Honor, I filed a motion this morning attacking the
5 affidavit. It's not a lawful affidavit on South Carolina.

6 THE COURT: It's sworn

7 MR. JONES: It's sworn but it's not under the
8 penalties of perjury. There are a couple of elements --

9 THE COURT: Well, it's sworn out and sworn though --

10 MR. JONES: Taking that --

11 THE COURT: It's notarized.

12 MR. JONES: All right, thank you. Your Honor, I
13 don't want to get sidetracked but the contract that I was told
14 for the breach of contract happens to be the purchase contract
15 and not the work. I do have an affidavit for my license,
16 general contract in South Carolina registration. I filed these
17 this morning, these responses. There's a Sylvester Gold, 35
18 years' experience, currently active with the South Carolina
19 Register builders. That's who I employed on more than this
20 property to engage in supervised work.

21 The purpose of my lawsuit and the reason I filed is
22 because I paid the money and we had a contract with -- I
23 thought it was DMB Real Estate Ventures but it's DMB Real
24 Estate Investment, LLC, which is not a license -- which is not
25 an LLC in South Carolina. This -- he said there are a lot of

1 | trouble in fact they are. There's no doubt about the evidence
2 | to show they don't deserve summary judgment today, the motion
3 | to dismiss should be converted to a motion for summary
4 | judgment, because it goes outside the four corners of the
5 | complaint. What happens is when they filed this single page
6 | affidavit, I don't contest that element but I was not the
7 | contractor on the job. The contractor is licensed, I did pay
8 | the fee --

9 | THE COURT: Actually, your complaint in Paragraph 6,
10 | says that you were -- that you contracted with the Defendants

11 | MR. JONES: To purchase the house. To --

12 | THE COURT: And then as you said, the Plaintiff
13 | contracted with Defendants to perform repairs.

14 | MR. JONES: Yes, sir. If you look at Item Number 9,
15 | it specifies that if I may pass that up and I'll give you a
16 | copy of it.

17 | MR. HOLDER: One second. Let me take a look at that

18 | THE COURT: I'm just looking at your complaint that
19 | you filed that says that you contracted with Defendants to
20 | perform repairs at the subject property here.

21 | MR. JONES: That's true but if you --

22 | THE COURT: And then in the next paragraph you say
23 | that you then provided labor and materials --

24 | MR. JONES: That's right.

25 | THE COURT: -- for construction of the building or

1 improvements.

2 MR. JONES: That's true, Your Honor. That's true
3 because I paid every penny that went into reconstructing this
4 house. The Defendants owned this property since 2013, had not
5 conducted a title search or put any money in the house,
6 obviously. The house was totally wreck, they looked to benefit
7 of us renovating this house. Now pay licensed contractors to do
8 this, renovating this house with new roof and all these things
9 and then when we find out from Attorney Jones that the title
10 wasn't clear, Darren Jones said, we'll buy the house back from
11 you, we'll buy it from you and pay you to finish it. And that
12 was another contract -- a quasi-contract that never
13 materialized.

14 THE COURT: Well, in your complaint though, you don't
15 mention anything about these other people doing the work.

16 MR. JONES: I wasn't obligated at that time to allege
17 all of my proof, Your Honor.

18 THE COURT: Well, actually, when you file your
19 complaint, you have to allege the true and accurate facts.

20 MR. JONES: That's true but under Rule AA, I just
21 give clear and concise allegations, Your Honor. That's what I
22 was going by.

23 THE COURT: Well, I mean, what I'm hearing from you
24 today though is different from I've read your complaint and
25 what I'm hearing from you today because you specifically say in

1 | your complaint that you contract you; you didn't say other
2 | contracts. You say you contracted to the perform the repairs
3 | and that you actually yourself provided labor and materials for
4 | construction. So, it says you labored and you did the
5 | construction.

6 | MR. JONES: Your Honor, with all due respect under
7 | that theory, if I bought the material from Home Depot, then I
8 | don't get Home Depot credit for providing me the material.
9 | What I'm asking the Court to consider is that as a developer or
10 | a businessman, I paid to get the work done. That contract is
11 | the chief contract that we're talking about, that particular
12 | contract was signed by all of us. It's defective in so many
13 | ways. That authorizes me to hire those professionals and do
14 | that under Rule 9.

15 | I mean, on Item Number 9, it authorized me to do the
16 | things that I alleged in the complaint. There's no doubt about
17 | it. And the -- those folks that signed those affidavits are
18 | willing to give a lot of testimony to that. But not only that,
19 | the Defendant knew that, we had these conversations. Rose
20 | Electric Incorporated versus Cooler Erectors of Atlanta, the
21 | Court of Appeals addressed this very thing talking about --

22 | THE COURT: What's the cite on that?

23 | MR. JONES: Rose Electric Incorporated versus Cooler
24 | Erectors of Atlanta Incorporated 794AC2D382, South Carolina
25 | Court of Appeals 2016. And in that the Court of Appeal says

1 4011370 does not prohibit an individual who contracts with an
2 unlicensed general contractor to collect. That's one of the
3 last paragraphs in that citing. So, I'm not prohibited from
4 the theory of [indiscernible] or unjust enrichment to get my
5 money because I am an individual that contracted to purchase
6 the home, the property, and we have a right to improve the
7 property for the sake of the loan process. All that's in the
8 complaint. The manner I go to do that for which I go to do
9 that is not unlawful because I did not perform the work. The
10 statute in its literal meaning, it's meaning that anybody off
11 the street could not come in and do some work and charge a
12 homeowner or individual as would a licensed contractor.

13 That's not what happened here. I came in as a
14 purchaser. I saw that the house was burnt to crisp. I could
15 not get financing in the condition it was. We agreed with the
16 addendum and I have that here, a promissory note, that I will
17 be allowed to make the repairs. And then he went so far to put
18 that in that South Carolina real estate contract that the buyer
19 is permitted to hire professionals and that's what the basis I
20 was suing. I didn't disclose that because I knew this day
21 would come and this is what my argument would be against that
22 motion.

23 THE COURT: All right, Mr. Holder.

24 MR. HOLDER: Your Honor, the statute is clear. I
25 think the one he's referencing is the contractor's licensing

1 board, which is the commercial statute that deal's specifically
2 with the situation where subcontractor was deemed to be a
3 sophisticated party is not licensed. The general contractor's
4 precluded under that statute to pursue a motion to dismiss for
5 lack of licensure. This is the residential context, it's clear
6 by the pleadings and to include the mechanic's lien itself, the
7 allegations and all of the different filings that have been
8 made in this case. This Plaintiff alleges that he was
9 contracted to do the work and that he has owed money for that
10 work and he is not licensed. That's undisputed. And this is
11 one of the more straightforward statutes that frankly we get to
12 deal with in the construction context. And I don't think
13 there's any avenue that would allow for this complaint to move
14 forward.

15 I mean, it's clear that not only is it related
16 specifically to the mechanics lien that's been filed also any
17 action at law or in equity. So, all of the claims are rendered
18 non-viable on that statute. And to the extent, you know, the
19 contract that he passed up this is a real estate contract and
20 notably it includes the closing date, November 30th, 2023.
21 Which is this long pass and we would ever have to argue the
22 merits of that would make clear that this buyer is listed under
23 this contract, failed to meet its obligations to present at a
24 minimum the money to close. So, this is an attempt we would
25 argue, a pure money grab and an effort for this gentleman to

1 | try to be paid monies that he presumably and purportedly
2 | voluntarily put forth in improving this property. And if we
3 | had to litigate it, the facts would substantiate that he was
4 | never to be paid.

5 | In fact, he was doing this in effort to then flip the
6 | property for a so-called investor, who would come in and buy
7 | it, apparently at the same closing, I'm not sure but it never
8 | even got to that point. And there's not an agreement. He
9 | can't point to one where my clients ever agreed to pay him for
10 | work that he did or anybody else did. But that's totally
11 | irrelevant outside of the -- that the motion that we're
12 | arguing. And the motion of course is limited to just what
13 | you've heard, the filings of record and the undisputed fact
14 | that as is public record, that he -- this gentleman, is not
15 | licensed.

16 | THE COURT: All right. Anything in response, Mr.
17 | Jones?

18 | MR. JONES: Yes, sir.

19 | THE COURT: All right. As to that particular matter,
20 | because there are a couple as to that particular motion, I will
21 | take it under advisement about Mr. Jones has submitted this
22 | contract. I'm looking at it right now and I will look at it.
23 | He has submitted this contract as part of his response to this
24 | motion. But I'll take that under advisement, I'll let you on
25 | my decision now. We've got -- and I recognize that could

1 resolve it depending on my decision, but I'll just go in and
2 hear the motions. We got a motion to quash -- two motions to
3 the quash, Mr. Holder?

4 MR. HOLDER: Yes, Your Honor. May it please the
5 Court, other motions have to deal with some subpoenas that were
6 issued on behalf of the Plaintiff to the Defendants directly
7 which we would argue are improper and unnecessary in light of
8 the fact that if the litigation is to proceed then the
9 Plaintiff will have the right under our rules of discovery via
10 interrogatories request for production to seek the information
11 and documentation that he is pursuing under these subpoenas.
12 And as far as the deposition notice goes, again, that's just
13 condition in our motion to dismiss.

14 THE COURT: All right, Mr. Jones?

15 MR. JONES: Yes, sir. Your Honor. Again, this
16 morning I filed opposition to their motion to quash and I filed
17 a certificate of non-appearance. Because even though they
18 filed a motion to quash one day -- less than one day before the
19 deposition, they didn't cite any privilege or any burden and
20 they were not without court order, they just did not appear.
21 And it was a lawful, properly served and noticed subpoena. And
22 with that I would ask the Court not only that, but it was going
23 to be continuing on your motion, I mean -- a order of our
24 previous argument. But if you were to consider that contract
25 and this was to be considered, we'd ask that you levy the cost

1 of such not appearing at that deposition -- that lawfully
2 notice deposition. They waited 3:39 on a Friday to file that
3 motion to quash, an obvious abuse of that process. So, I'm
4 asking the Court to consider the filings of this morning before
5 we make that determination. Thank you.

6 THE COURT: And what did you file this morning?

7 MR. JONES: Notice of -- I filed a certificate of
8 non-appearance. I filed transcript and I filed everything that
9 exhibits that happened at the deposition when they did not
10 appear and a motion to opposition motion to their motion.

11 THE COURT: All right. Anything in response, Mr.
12 Holder?

13 MR. HOLDER: No, Your Honor. I'm not familiar with
14 the timing. As I said earlier, I was engaged after the initial
15 pleadings and the subpoenas were issued. But again, if the
16 gentleman doesn't have standing, which we would argue he does
17 not, that's clear by virtue of our statute in appellate law
18 then any kind of discovery effort is moot. And he -- as I
19 understand, he just argued, he received notice of the motion
20 that was filed prior to the deposition. So, I'm a little
21 confused at his argument and I think as we mentioned earlier, I
22 believe the last hearing, the Plaintiff continues to use an
23 address that he apparently doesn't reside at or work at. And
24 there's always confusion it seems surrounding where he is and
25 what address he is can be found at. In fact, what he just

1 | filed today includes the same address, 330 East Coffee Street
2 | that he no longer -- it's a office building right around the
3 | corner.

4 | And I've confirmed -- and I believe as I mentioned in
5 | the last hearing, that this gentleman has no office there. In
6 | fact, there are lawyers that own that building who have
7 | confirmed that and he hasn't had an office there since last
8 | year. So, it's this -- again, if we wanted to get in the facts
9 | of this case, I think it will get really disturbing really
10 | quick when you start considering some of these
11 | misrepresentations. This -- there's an address, 223 West
12 | Stone. There's another address, 233 West Stone that you see in
13 | these subpoenas. Neither of which we understand he operates.
14 | So -- and I think the public index is replete with criminal
15 | charges and convictions related to white collar crime fraud and
16 | such. And this we feel like is a -- just a veiled attempt to
17 | get money that he's not owed through whatever course of action
18 | he thinks he can pursue whether it's under this color of being
19 | a purported attorney or not. A lot of troubling facts that
20 | we'll be happy to present it when we have to but we don't feel
21 | like we need to waste more time court costs and attorney's fees
22 | dealing with this if in fact the motion dismiss is granted

23 | THE COURT: Thank you. All right. Anything else,
24 | Mr. Jones?

25 | MR. JONES: Yes, sir. Number 1, he said I had ample

1 time to respond to their motion to squash at 3:39 on a Friday
2 and the deposition was on that Monday. That's not true. Then
3 I'll get to their point about my addresses. That is the
4 mailing address, I never said I lived there or worked there.
5 And the 223 West Stone is where we had the depositions in that
6 conference room. The addresses that are being used in this
7 argument he just made is irrelevant anyway. When we get back
8 to the crux of the case and if there was a money grab or not,
9 I'm the only one that spent money. So, how is that a money
10 grab? I'm the one who has spent nearly \$40,000 on their
11 property. They have zero receipts where they spent one dime,
12 so it's not a money grab. Whatever happened in my past has no
13 relevance here.

14 That's -- the whole argument was to press just you
15 against me. But I don't care about that because I know that
16 the law is solid on this issue. They did not honor their
17 contract on that purchase agreement would gave me permission to
18 do all those things. And this discovery was a lawful part of
19 that step -- next step in the process. And they abused that
20 without a court order. They did not appear, simple as that.
21 They can't give judgment on their own case raise the standard
22 and said, well, it's going to be dismissed so we don't have to
23 go. And I spent \$678 on that. And so, I'm following the law
24 on what I'm pursuing. They're saying I'm not and I'm using
25 these Draconian methods and I'm out on a money grab. There's

1 no proof of any of that. The proof is simple.

2 We signed a contract, I performed or had the work
3 performed, but it was through me I paid for it, I can prove all
4 that cost and account -- statement of accounts. They don't
5 even dispute that. Don't dispute that I did that and spent
6 that. Well, he's coming here today and saying that it's a
7 money grab for me. I would understand that had they paid me
8 anything, but it makes no sense and it's irrelevant. The whole
9 point about my addresses has nothing to do with it either. I
10 had an office at 330 East Coffee, I still get mail there. We
11 had the deposition at 223 West Stone and that's why that
12 address was due.

13 They have really nothing to stand on. These guys
14 themselves are reversing the whole matter, Your Honor, to put
15 me in a bad light. When in fact there's not even a clear
16 title, that's why we didn't close when he mentioned that a
17 moment ago. Andrew Jones and I have text message and
18 conversation from Andrew Jones that the title is not clear and
19 these guys knew that because he did two transactions with them
20 before this.

21 THE COURT: What is your proper address appropriate?

22 MR. JONES: My mailing address is 330, East Coffee
23 and now 309 Perry Avenue.

24 THE COURT: Ms. Wafer, do we have a return?

25 MR. JONES: For?

1 THE COURT: We have a return that's not deliverable.

2 MR. JONES: Okay. Well, I don't know why she
3 would've returned it because I get mail at 330 East Coffee
4 Street. I go in about a week or every other week and I got the
5 mail and that I have been there for -- well, I was there for
6 some time and then about a year ago we moved out.

7 THE COURT: All right. Well, this is a -- this is
8 addressed to you at 330 East Coffee Street and the post office
9 returned it as undeliverable as address and unable to forward
10 anywhere. So, what is the correct mailing address?

11 MR. JONES: 309 P-E-R-R-Y.

12 THE COURT: Put that on, 309 what?

13 MR. JONES: Perry Avenue 29601.

14 THE COURT: All right. I'll review the contract that
15 Mr. Jones has submitted as in part -- in support of his
16 argument against the motion to dismiss and/or summary judgment.
17 So, I'll consider that as part of my analysis along with the
18 other items and documents and pleadings that have been
19 submitted and I'll let you know my decision this week.

20 MR. HOLDER: Thank you, Your Honor.

21 THE COURT: Thank you.

22 THE COURT: And I will note, Mr. Jones, this real
23 estate contract will -- I will move and put that in, that'll be
24 part of the file and --

25 MR. JONES: Yes, sir.

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THE COURT: -- we'll put into evidence.

MR. JONES: Yes, sir. Thank you.

[END OF HEARING]

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CERTIFICATE OF TRANSCRIBER

I, ERIN REILLY, a court-approved transcriber, do hereby certify that the foregoing is a true, accurate and complete Transcript of Record of the proceedings had and evidence introduced in the trial of the captioned case, relative to appeal, in the South Carolina Circuit Court 13, South Carolina, on the 7th day of March, 2024.

I do further certify that I am neither of kin, counsel, nor interest to any party hereto.

August 3rd, 2024

ERIN REILLY
TRANSCRIBER