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STATE OF SOUTH CAROLINA )  
COUNTY OF LEXINGTON )

COURT OF COMMON PLEAS NONJURY

CRESCENT ROOFING & REMODELING, LLC, )  
PLAINTIFF, )  
vs. )  
ERIC RAGSDALE, )  
DEFENDANT. )

TRANSCRIPT  
OF  
RECORD  
2022-CP-32-3934

February 6<sup>th</sup>, 2024

B E F O R E:

THE HONORABLE BENTLEY D. PRICE, Judge.

A P P E A R A N C E S:

ROBERT B. PHILLIPS  
ESQ.  
Attorney for the Plaintiff

ERIC RAGSDALE  
Pro Se

Transcribed by Pamela E. Green, from  
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I N D E X

(WHEREUPON, there were no exhibits marked or  
testimony taken during this hearing.)

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P R O C E E D I N G S

THE COURT: Crescent Roofing & Remodeling versus Eric Ragsdale.

MR. PHILLIPS: Good morning, Your Honor. Sam Phillips. I'm here on behalf of the plaintiff, Crescent Roofing & Remodeling.

MR. RAGSDALE: Good afternoon.

THE COURT: All right. So this is a motion to compel.

MR. PHILLIPS: Yes, Your Honor.

There's also two motions. There's a, a motion to compel.

Mr. Ragsdale, I think you've got two -- a phone and a computer going. You're getting feedback.

THE COURT: Yeah.

MR. PHILLIPS: You have to turn one of those off.

THE COURT: It echoes when you do -- when you have two things going at one time. You got to turn one of them off.

MR. PHILLIPS: Your Honor, if I could?

And so there -- there's also a motion to enlarge the time to participate in ADR and mediation. There's a common timeline for both. So, let me just briefly go through that for the Court.

1           This dispute arose over a contract signed between my  
2 client and Mr. Ragsdale on January 11<sup>th</sup>, 2021, to  
3 replace his roof and do some interior painting at his  
4 residence. Mr. Ragsdale signed the contract. The  
5 contract amount was \$21,627. Gave a thousand dollar down  
6 payment.

7           About a week later my client replaced the roof and  
8 there was a contingency in the, in the contract, if there  
9 was rotted wood underneath the shingles, that that would  
10 be replaced for \$75.00 a sheet. Three sheets were  
11 replaced. That bumped the contract price to 21,852.

12           Insurance -- Mr. Ragsdale's insurance made several  
13 payments over the next three months towards that balance.  
14 The interior painting happened on April 23<sup>rd</sup>. After  
15 that, the insurance paid an additional amount for a total  
16 of \$16,950 leaving a balance due on the contract of  
17 \$4,902.56.

18           My -- the owner of my company, Chris Lambeth, had  
19 attended the end of both of this work, had spoken to  
20 Mr. Ragsdale. He had indicated he was satisfied with the  
21 work and that he would be paying the balance. That  
22 payment didn't arrive.

23           And so my client went down to Lexington's Magistrate  
24 Court on November 6<sup>th</sup>, 2022, and filed suit for the  
25 missing money. Mr. Ragsdale answered and sought \$21,627

1 in punitive damages in a counterclaim, which, of course,  
2 moved the case from Magistrate Court to Circuit Court.

3 In, in that complaint, there's just a conclusionary  
4 statement. He's claiming that the contract was ambiguous,  
5 that the contract didn't reflect the claims. Importantly,  
6 that the painting and the roof work was defective, that  
7 there was some problem that my client used subcontractors.  
8 He claimed that the work damaged several -- some, some  
9 shrubbery, some sod, some other items on his house. He,  
10 he also claimed he didn't receive the warranty that he  
11 paid for and he claims that my client cyber bullied him  
12 and inflicted intentional emotional distress, what we call  
13 outrage.

14 So, the case was moved. Significantly that  
15 counterclaim wasn't served on my client. The case was  
16 moved. He received a notice from the Court that it had  
17 been put in the Circuit Court and, on June 14<sup>th</sup>, 2023,  
18 he received the ADR notice from the Court that had a  
19 deadline on it obviously.

20 So, he contacted me a couple days later, on  
21 July 21<sup>st</sup>, asked what was going on. I took a look at  
22 the case for him and I filed an appearance that day and I  
23 filed, on July 23<sup>rd</sup>, I filed interrogatories and request  
24 to produce with Mr. Ragsdale.

25 There were 33 interrogatories. They were just the

1 standard interrogatories and then one or two questions  
2 about his numerous allegations in his counterclaim just so  
3 I could figure out what he was talking about.

4 Two days after that, I, I contacted the, the  
5 mediator, Attorney Yolanda Courie, here in Columbia and  
6 said look, you know, I know we have a, a mediation  
7 scheduled. I know nothing about this complaint. I  
8 explained this to Mr. Ragsdale that, you know, there's no  
9 way to evaluate these claims. You didn't point them out  
10 to my client and you haven't put dollar amounts on them.  
11 You're just seeking this \$21,000 number for damage that we  
12 have no, no understanding or no belief in.

13 So, can we postpone mediation. The mediator agreed.  
14 Mr. Ragsdale agreed.

15 And so the 30 days to respond to discovery went  
16 forward. He didn't respond. He reached out to me, asked  
17 for an extension for the discovery, and also said he  
18 wanted to engage in settlement discussions outside of the  
19 mediator.

20 In a long email, which is -- I've placed in the  
21 record, I explained that oh, well, okay, we can look at  
22 that but you got to answer the discovery cause I have no  
23 idea and -- you know, about what you're claiming here in  
24 this counterclaim.

25 So, he agreed to that. He moved forward. We

1 received the discovery responses, which I'll talk about in  
2 just a second. But, to finish the narrative, they were  
3 inadequate. They didn't really tell us anything. There  
4 were mostly objections that were obviously cut and pasted  
5 from the internet.

6 So, we asked for, you know, more complete responses.  
7 We still have not received those. We asked for those well  
8 back in October 5<sup>th</sup> of last year and Mr. Ragsdale then  
9 wrote, wrote the Court and asked for sanctions for not  
10 participating in the mediation.

11 I, I reached out to the chief administrative judge  
12 with the letter that's required in order to, you know, to  
13 extend the ADR deadline and Judge McCaslin said that,  
14 because Mr. Ragsdale was objecting to that, I should file  
15 a motion to extend time. That's our second motion.

16 And, Your Honor, it, it gets down to, in our  
17 motion -- I mean in our discovery, we literally are just  
18 asking the, the questions that are allowed by the rules  
19 and for some support for these -- all these allegations  
20 that are listed.

21 The objections that we got back were -- and I just --  
22 you know, I, I drafted a very detailed letter to Mr.  
23 Ragsdale. It's in the record. I explained it. Let me  
24 just give you a, a few highlights.

25 As to Standard Interrogatory Number 1, who are your

1 witnesses, his, his objection is that it imposed a  
2 requirement other than and in addition to what's in the  
3 Rules of Civil Procedure when, in fact, it is exactly the  
4 requirement in the rules.

5 He objected to Number 2 when we asked for photos or  
6 documents, that we were seeking information that was  
7 outside the scope of discovery.

8 As to Standard Interrogatory Number 6, we asked,  
9 okay, well, who are your experts. You're claiming this  
10 work was not done properly and he claimed that there was  
11 a, a future attorney/client privilege. So, he didn't have  
12 to respond to that.

13 As to his insurance, he said that was equally  
14 available to us, which it's obviously not, and then, most  
15 importantly, how do you get to 21,600 and some odd  
16 dollars. Give us your itemized statement as allowed by  
17 Standard Interrogatory Number 5 and he said that that  
18 request was beyond any applicable statute of limitations.

19 So, in our prospective, this is -- you know, I'm,  
20 I'm -- I've had several cases over the years with pro se  
21 litigants. That's why I took the time to write out and  
22 explain what we're asking for, the reason we were asking  
23 for it, and how it's important for the discovery process  
24 and what we got is what, what I believe is to be a bad  
25 faith attempt to try to, to skate out of this by -- we had

1 agreed to postpone the mediation.

2 We had agreed to do discovery. We had, we had agreed  
3 that we'd talk to him outside of mediation about  
4 settlement when we got information and it was never  
5 provided.

6 I, I -- last night at 10:00, I'm -- I, I -- I'm up  
7 late working on another case and I see that Mr. Ragsdale  
8 has now -- was trying to file an emergency motion a --  
9 about our motion to compel.

10 Your Honor, I, I, I believe this has been done in bad  
11 faith. It's been done in bad faith from the start. We  
12 haven't seen anywhere close to thousands -- tens of  
13 thousands of dollars of damage. It has taken this case  
14 out of Magistrate's Court where my client could represent  
15 himself. He caused him to have a lawyer. We're, we're  
16 here at this hearing.

17 And so we're asking for attorney's fees based off of  
18 the unnecessary work that has been, that has been produced  
19 by this cut and paste job on responses.

20 And then, Your Honor, what he filed today about an  
21 emergency motion, this, this motion has been pending for  
22 four months. And so now we have yet no -- something else  
23 that was filed and I, I, I believe it's now pretty clear  
24 that his counterclaims were done in bad faith. He's  
25 avoiding his requirements under discovery so that we can

1 prove they were done in bad faith.

2 And so I would ask the Court to sanction him for  
3 attorney's fees under Rule 37(d), you know, the, the cost  
4 of, of, of preparing for this. It's less than a thousand  
5 dollars. I have an affidavit in the record.

6 But I would strike -- I would ask that, under  
7 37(b)(2)(C), the Court strike his counterclaims. He, he  
8 has had more than enough opportunity to prove that there's  
9 a basis for them. He has not and it -- this is call --  
10 you know, on a \$4,000 claim, my client's gonna end up  
11 spending well more than that.

12 We believe that's the motivation behind this and  
13 that, and that -- so, therefore, we should strike the  
14 counterclaims and go forward with a trial on the breach of  
15 contract, which is all this dispute is about.

16 Thank you, Your Honor.

17 THE COURT: All right. Thank you.

18 Well, I guess that begs the question, Mr. Phillips,  
19 what is the amount of damages that your clients are  
20 seeking?

21 MR. PHILLIPS: I -- just what's unpaid underneath --  
22 under the contract that Mr. Ragsdale signed. That's  
23 \$4,902.56. And then, based on the unnecessary work to  
24 file this motion to compel, we are seeking \$875.00 as a  
25 sanction for attorney's fees. And again, Your Honor, this

1 is all in a filing that I have with the Court including my  
2 attorney's affidavit -- attorney fee affidavit.

3 THE COURT: All right. Mr. Ragsdale, would you like  
4 to respond?

5 MR. RAGSDALE: Yes, sir.

6 How you doing, Your Honor?

7 THE COURT: Fine.

8 MR. RAGSDALE: I apologize for the technical  
9 difficulty. I was trying to set up this video. I don't  
10 know if you can see me or not.

11 I just want to say that I am a pro se litigant and I  
12 have, in good faith, responded in our -- my limited legal  
13 knowledge to responses that the plaintiffs had requested.

14 The, the discovery requests that they have requested  
15 was the information that the documents that the plaintiff  
16 had that just corresponded with text messages, verbal  
17 communication, and before this issue arose, to a, a, a  
18 contingency of Magistrate's Court for the amount owed.  
19 They was communication -- there's pictures that, that  
20 plaintiff is aware of as far as the damages concerned.

21 As far as the motion to compel, Your Honor, I  
22 apologize for my ignorance to the law. I tried to do it  
23 the best I could, research in the way that that resource's  
24 available. I tried to ask questions.

25 In no way have I tried to impede or tried to evade my

1 responsibilities. But the plaintiff in this case, Your  
2 Honor, has, has failed to respond and I, I filed a motion  
3 after I had a, a letter from the Court to, to show cause.  
4 Time had expired. I asked for a mediation to be able to  
5 work out the differences in the claims.

6 I had never signed verbally to the plaintiff's  
7 attorney. I did not agree -- disagree not to have  
8 mediation. I done everything I could to put this -- if --  
9 issue and evidence before the Court.

10 I would just like to say, Your Honor, that, as far as  
11 the, the, the complaint, this was a collection for money  
12 owed. There was not an insurance dispute and, in  
13 discovery motions, everything that was asked for I -- of  
14 course, we have not hired expert witnesses. I've provided  
15 all the information. It, it was relevant. Even showed as  
16 an example to plaintiff attorney some of the text messages  
17 that the plaintiff had custody of and this information  
18 that they keep asking for I feel like that was in their  
19 possession enough to prove or disapprove the claims.

20 As far as the motion to compel, I, I -- I'd ask the  
21 Court last night, because I am limited in knowledge, to  
22 set aside because there was a pending matter before Judge  
23 McCaslin on the rule to show cause for the mediation  
24 hearing.

25 As far as any information that the Court requires for

1 me to provide, I think everything has been put on the  
2 record. Again, I'd like to be able to respond accordingly  
3 but is, is -- I would ask the Court to consider me and not  
4 my pleadings as my limited knowledge and construe them  
5 more so as a, as a citizen and, and not as a skilled  
6 attorney.

7 THE COURT: All right. Well, that's the problem that  
8 you run into, Mr. Ragsdale. Exactly what you just said is  
9 exactly the reason why everybody that's sitting on this  
10 Zoom call today has an attorney because, representing  
11 yourself, the law states that I have to hold you to the  
12 same rules as the attorneys. And regardless of whether  
13 you are ignorant of the rules, you are still held to that  
14 same standard.

15 And so Mr. Phillips is correct that you can not just  
16 claim \$21,000 in punitive damages. That's not actually  
17 even a counterclaim to be quite honest with you.

18 But with all that being said, I am gonna grant the  
19 motion to extend the time. However, I'm going to strike  
20 your answer in this case. I'm gonna remand it back to  
21 Magistrate's Court and I'm gonna give y'all 60 days from  
22 today's date to mediate the case. If the case is not  
23 mediated in the next 60 days, I'm gonna hold you in  
24 default and we'll have a damages hearing.

25 Mr. Phillips, just send me an order.

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MR. PHILLIPS: I will, Your Honor. Appreciate it.

THE COURT: Have a good day.

MR. PHILLIPS: Thank you, sir.

\* \* \*END OF REQUESTED TRANSCRIPT OF RECORD\* \* \*

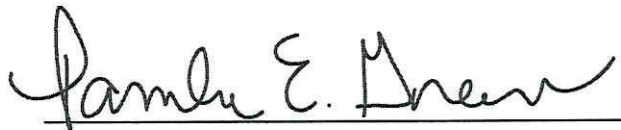
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C E R T I F I C A T E

I, Pamela E. Green, Official Court Reporter for the State of South Carolina, 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 Court of Common Pleas Nonjury for Lexington County, South Carolina, on the 6<sup>th</sup> day of February, 2024.

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

May 9<sup>th</sup>, 2024



PAMELA E. GREEN, Court Reporter