

STATE OF SOUTH CAROLINA)
)
COUNTY OF LEXINGTON)

Crescent Roofing & Remodeling LLC,)
)
Plaintiff,)
)
v.)
)
Eric Ragsdale,)
)
Defendant.)
_____)

IN THE COURT OF COMMON PLEAS
Civil Action No. 2022-CP-32-03934

ORDER

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SC Court of Appeals

Judge: Hon. Bentley D. Price
Date of Hearing: February 6, 2023 via Webex
Appearance for Plaintiff: Robert B. "Sam" Phillips, Esq.
Appearance for Defendant: Eric Ragsdale, *pro se*.

THIS MATTER came before the Court on the *Plaintiff's Motion to Compel Discovery* and *Plaintiff's Reply to Defendant's Request for ADR Sanctions*, both filed on November 1, 2023 as well as *Plaintiff's Motion for an ADR Extension* filed on November 15, 2023. Plaintiff filed ten (10) common Exhibits on November 1, 2023 that were incorporated into both its *Motion to Compel* and *Reply to Defendant's Request for ADR Sanctions*. Defendant emailed a document to the Court styled *Emergency Motion to Quash Plaintiff's Motion to Compel* late in the evening of February 5, 2023.

HISTORY OF THE CASE

On January 11, 2021, Defendant Eric Ragsdale entered into an agreement with Plaintiff Crescent Roofing & Remodeling LLC to replace the roof and perform some interior painting on Mr. Ragsdale's residence for an agreed upon price of \$21,627.94 plus a contingency to replace rotted wood found underneath the existing roof. Crescent Roofing replaced the roof on January 18-19, 2021 and completed the painting on April 23, 2021. The total cost of the completed work

was \$21,852.94 (original contract price plus cost of replacing three (3) sheets of plywood at \$75.00 per sheet). Mr. Ragsdale paid \$1,000.00 to the Plaintiff at the start of the job and Mr. Ragsdale's home insurance carrier made several partial payments as the work progressed. At the completion of the job, Crescent Roofing's owner, Chris Lambreth, met with Mr. Ragsdale at his home to inspect the work. Mr. Ragsdale did not express any concern or dissatisfaction with the roofing work or painting to either Mr. Lambreth during this end-of-job walk through or at any other time to any of Crescent's workers on the job site. Although Mr. Ragsdale told Mr. Lambreth he would pay the remaining contract balance of \$4,902.56 from his office, Mr. Ragsdale ultimately refused to do so on multiple occasions.

After Mr. Ragsdale refused numerous requests to pay the outstanding balance of the contract (\$4,902.56), Crescent Roofing and Remodeling, LLC brought an action for breach of contract in the Swansea Magistrate Court in Lexington County on July 27, 2022 (2022CV321100943). Defendant Ragsdale filed an answer and a dozen counterclaims on November 16, 2022 seeking \$21,627.64 in compensatory damages and an unspecified amount of punitive damages. The action was transferred to Lexington County Circuit Court on November 16, 2022.

After learning it could not continue to represent itself in Circuit Court, Crescent Roofing hired attorney Robert "Sam" Phillips who filed an appearance on July 21, 2023. On July 23, 2023, Plaintiff's counsel served discovery on Mr. Ragsdale seeking answers to the Standard Interrogatories set forth in the South Carolina Rules of Civil Procedure, an explanation of the basis of Mr. Ragsdale's dozen counterclaims, and sought the production of documents related to those claims. On July 25, 2023, Plaintiff's counsel reached out to court appointed mediator Yolanda Courie to propose a continuation of the mediation so that the Defendant would have an opportunity

to respond to discovery observing that “mediations without the benefit of discovery responses rarely succeed.” Mediator Courie agreed informing both parties that “the mediation will be more meaningful with some discovery.” The mediator and Mr. Ragsdale agreed to a continuation of the mediation until November 2023. On August 28, 2023 Mr. Ragsdale sought a thirty (30) day extension for answering discovery. He also indicated he was “reaching out to offer settlement options in the matter.” Plaintiff’s counsel responded to Mr. Ragsdale’s “settlement options” request by explaining the need for discovery responses so that Plaintiff could evaluate the evidence of his counterclaims and meaningfully participate in settlement talks. Mr. Ragsdale did not raise any objection to postponing the mediation at any time during this period.

After the 30-day discovery extension passed, Plaintiff’s counsel again reached out to Mr. Ragsdale. Shortly thereafter, Mr. Ragsdale responded to Plaintiff’s Interrogatories and Requests to Produce (hereinafter collectively “Plaintiff’s Discovery”). Most of Mr. Ragsdale’s responses to Plaintiff’s Discovery were evasive or irrelevant objections that were not supported by the South Carolina Rules of Civil Procedure. For example, in response to Plaintiff’s Standard Interrogatory #1 (Rule 33(b)(1), SCRPC) seeking the names of Mr. Ragsdale’s witnesses, he objected claiming the Interrogatory “deviate[d] or purport[ed] to impose requirements other than or in addition to those required by the South Carolina Rules of Civil Procedure.” In response to Standard Interrogatory #2 (Rule 33(b)(2), SCRPC) seeking photos and document related to his counterclaims, Mr. Ragsdale objected claiming the interrogatory “seek[s] information or documents outside the scope of discovery permissible by the South Carolina Rules of Civil Procedure.” Mr. Ragsdale also refused to provide any documentation or other evidence to justify his claim for more than \$20,000.00 in compensatory damages, relief from contractual obligation of almost \$5,000.00, and an unspecified amount of punitive damages. In response to Standard

Interrogatory #5 (Rule 33(b)(5), SCRCPP) requesting an itemized damages statement, Mr. Ragsdale objected claiming the interrogatory “seek[s] information or documents for any period of time beyond any applicable statute of limitations.” Plaintiff’s counsel wrote a detailed response to each of Mr. Ragsdale’s many objections on October 23, 2023 and asked the Defendant for more complete responses. Mr. Ragsdale responded by seeking ADR sanctions against Plaintiff on October 25, 2023 by falsely claiming that Plaintiff’s counsel had unilaterally canceled mediation and had made discovery requests in “disregard to the essential spirt [sic] of the law outlined in the Rules of Civil Procedure.”

As of the date of the hearing in this matter, Mr. Ragsdale has not supplemented or clarified his initial discovery responses, nor had he filed a response to Plaintiff’s Motion to Compel his discovery responses other than an email to the Court on the eve of the hearing making an “emergency” request to either quash the pending motions or grant him an extension to raise “objections” to those motions.

LAW

Rule 1 of the South Carolina Rules of Civil Procedure (hereinafter “SCRCPP”) provides that the scope and purpose of rules “shall be construed to secure the just, speedy, and inexpensive determination of every action.” Rule 1, SCRCPP. “The entire thrust of the discovery rules involves full and fair disclosure, to prevent a trial from becoming a guessing game or one of surprise for either party.” *Samples v. Mitchell*, 495 S.E.2d 213, 217 (S.C. Ct. App. 1997). Where a party’s right to discovery material is not accorded, prejudice must be presumed. *Id.* at 215. Discovery “is not a children’s game, but a serious effort on the part of adult human beings to administer justice.” *Griffin v. Capital Cash*, 423 S.E.2d 143, 146 (S.C. Ct. App. 1992) quoting *United States v. Fischer Lumber Co.*, 102 F.2d 872, 873 (4th Cir. 1947). Rule 37(a), SCRCPP allows a party, after reasonable

notice, to seek an order compelling an opposing party to answer interrogatories submitted to that party pursuant to Rule 33, SCRCF. A noncompliant party who fails to answer interrogatories may be ordered to pay the moving party's expenses in bringing such a motion to compel pursuant to Rule 37(a)(4), SCRCF or otherwise sanction the noncompliant party with an order refusing to allow the disobedient party to support designated counterclaims or defenses as well as strike the disobedient party's pleadings pursuant to Rule 37(d), SCRCF. "In deciding what sanction to impose for failure to disclose evidence during the discovery process, the trial court should consider the nature of the interrogatories, the discovery posture of the case, willfulness, and the degree of prejudice." *Samples v. Mitchell*, 495 S.E.2d 213, 216 (S.C. Ct. App. 1997).

Under the South Carolina Alternative Dispute Resolution Rules (hereinafter "SCADRR"), mediation is a voluntary process that is; nevertheless, required by Rule 3(a), SCADRR (hereinafter "SCADRR") for all civil actions. While the SCADRR rules impose a Three Hundred (300) day timeframe for conducting a mediation, Rule 5(e), SCADRR allows parties to file a good faith motion for an extension of that deadline. Said extensions are only a violation of the Rules "[i]f any person or entity subject to the ADR Rules violates any provision of the ADR Rules **without good cause.**" Rule 10(a), SCADRR (emphasis added). In *Ross v. Waccamaw Community Hospital*, 744 S.E.2d 547 (S.C. 2013), our Supreme Court addressed the consequences of failing to comply with a statutory mediation requirement in a medical malpractice case. The court characterized the failure as a "non-jurisdiction procedural defect" and refused to impose a harsh sanction noting that the trial court "retains the discretion to permit the mediation process to continue" past a mediation deadline. 744 S.E.2d at 551. Relying on the *Ross* decision, the South Carolina Court of Appeals declined to sanction the failure to meet a mediation deadline upon a showing that the non-compliant party made a good-faith attempt to work with the opposing party

to obtain necessary discovery in order to facilitate discovery and a mediation. *Rickerson v. Karl*, 770 S.E.2d 767 (S.C. Ct. App. 2015).

DISCUSSION

Based on its filings with this Court, Plaintiff argued Defendant's actions were deliberately undertaken in bad faith and for the purpose of imposing delay and/or additional costs to the Plaintiff. Plaintiff pointed to Defendant's late-night filing to the Court, along with his continued failure to respond to Plaintiff's discovery requests, as the latest evidence of Defendant's willful bad-faith and sanctionable conduct. The Court agrees with Plaintiff and finds that Plaintiff's interrogatories and requests for production were compliant with South Carolina law and were reasonably calculated to obtain the evidence the Plaintiff is entitled to in order to respond to Defendant's numerous counterclaims. The Plaintiff's request for a three (3) month delay in mediation to complete discovery was appropriate and found to be agreeable at the time by both the court-designated mediator and the Defendant. Although Defendant agreed to the proposed discovery-then-mediation schedule proposed by Plaintiff's counsel, Defendant willfully and in bad-faith refused to comply with his discovery obligations, complained about the delay in mediation, and otherwise sought to benefit from his misconduct. This misconduct prejudiced the Plaintiff's ability to respond to Defendant's counterclaims, prevented it from meaningfully participating in mediation, and caused Plaintiff to incur unnecessary attorney's fees. Accordingly, I find that Plaintiff has met its burden in the Motions at issue in this matter and the Court enters the following order:

SANCTION

I FIND that Plaintiff has demonstrated by clear, convincing and substantial evidence that it was prejudiced by Defendant's failure to respond to discovery and that Plaintiff has incurred

substantial costs due to Defendant's willful disregard for his obligations under the South Carolina Rules of Civil Procedure. On the other hand, I find that Defendant suffered no prejudice from Plaintiff's request to delay mandatory mediation until such time as the Defendant could provide Plaintiff with the discovery responses it is entitled to. Defendant only attempted to withdraw his initial agreement to delay mediation and seek sanctions against the Plaintiff in response to Plaintiff's objections to the sufficiency of the Defendant's discovery responses. After reviewing the filings in this matter and hearing oral arguments from both parties, the Court finds that striking Defendant's Answer and Counterclaims is an appropriate discovery sanction.

Consequently, it is ORDERED that:

- 1) Defendant's answer and counterclaims are hereby stricken from the record,
- 2) Both parties are required to participate, in good faith, with mandatory mediation withing sixty (60) days of the filing of this order, and
- 3) This action is hereby remanded to the Swansea Magistrate Court in Lexington County for further proceedings in accordance with this Order and other applicable law.

AND IT IS SO ORDERED.

<< judicial e-signature found on page to follow >>



Lexington Common Pleas

Case Caption: Crescent Roofing & Remodeling LLC VS Eric Ragsdale
Case Number: 2022CP3203934
Type: Order/Discovery and Disclosure of Evidence

IT IS SO ORDERED!

/s Hon. Bentley D. Price, Circuit Judge 2766

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