

**RECEIVED**

**May 28 2025**

**SC Court of Appeals**

THE STATE OF SOUTH CAROLINA  
In the Court of Appeals

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APPEAL FROM LEXINGTON COUNTY  
Court of Common Pleas

Bentley D. Price, Circuit Court Judge

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Appellate Case No. 2024-000420

Crescent Roofing & Remodeling, LLC, ..... Respondent,

v.

Eric Ragsdale, ..... Appellant.

**MOTION TO DISMISS APPEAL**

Eric Ragsdale *pro se*  
121 Shumpert Road  
West Columbia, S.C. 29172  
803.309.0539  
Ericragsdale60@gmail.com  
**Pro Se Appellant**

The Phillips Firm, LLC  
by Robert B. (Sam) Phillips, Esq.  
1025 Calhoun Street, #3  
Columbia, SC 29201  
803.726.4268  
sam@phillipsfirm.net  
**Attorney for Respondent**

Respondent Crescent Roofing & Remodeling, LLC moves to dismiss the appeal of Appellant Eric Ragsdale pursuant to Rule 240 of the South Carolina Appellate Court Rules. Appellant appeals from the February 15, 2024 Order of Circuit Court Judge Bentley Price hereinafter referred to as “Order” and attached hereto as **Exhibit A**. The Order sanctioned Appellant for his improper litigation conduct by striking his answer and counterclaims, denied Appellant’s request for ADR Sanctions, required mandatory mediation, and remanded the case to the Swansea Magistrate Court in Lexington County. **Exhibit A** at p.7. Respondent now moves to dismiss this appeal for Appellant’s failure to abide by the South Carolina Appellate Court Rules, misstatements of the record of the proceedings below in Appellant’s initial filings to this Court, and pursuing a frivolous appeal for purposes of delay.

#### **Statement of the Case**

Appellant Eric Ragsdale signed a contract with Respondent Crescent Roofing & Remodeling LLC on January 11, 2021 to replace his roof and perform some interior painting for an agreed upon price of \$21,627.94 plus a contingency to replace rotted wood. Respondent completed the work April 23, 2021 and Appellant had no objections to the work performed. Although Appellant made partial payments \$16,950.38 toward the contract while the work progressed, he refused to pay the remaining balance of \$4,902.56 after the work was completed. Respondent filed a breach of contract action for the \$4,902.56 against Appellant in the Lexington County Magistrate’s Court. Appellant answered the complaint and counterclaimed for \$21,627.64 in compensatory damages plus unspecified punitive damages thereby causing the case to be removed to the Lexington County Circuit Court. **Exhibit A** at pp. 1-2.

Respondent retained undersigned counsel to represent it in the Circuit Court. Respondent served interrogatories and requests to produce on Appellant. Respondent did not timely respond

to Appellant's discovery despite an extension granted by Respondent's counsel. After consultation with the court appointed mediator, Yolanda Courie, the parties agreed to postpone mediation until Appellant answered discovery. **Exhibit A** at pp. 2-3. Although Appellant eventually answered Respondent's discovery, most of his responses were evasive or irrelevant objections. For example, in response to Standard Interrogatory #1 (Rule 33(b)(1), SCRCF) 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), SCRCF) seeking photos and document related to his counterclaims, Appellant objected claiming the interrogatory "seek[s] information or documents outside the scope of discovery permissible by the South Carolina Rules of Civil Procedure." Appellant also refused to provide any documentation or other evidence to justify his counterclaim 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. **Exhibit A** at pp. 3-4. Respondent's counsel wrote a detailed response to each of Appellant's many objections and asked for more complete responses. Appellant responded by seeking ADR sanctions against Respondent by falsely claiming that Respondent's counsel had unilaterally canceled mediation and had made discovery requests in "disregard to the essential spirit [sic] of the law outlined in the Rules of Civil Procedure." **Exhibit A** at p.4.

Respondent filed motions to compel Appellant's discovery responses and dismiss Appellant's motion for ADR sanctions. Circuit Judge Bentley Price granted Appellant's motions on February 6, 2023 during a Webex hearing attended by the Appellant. In pertinent part, Judge Price found that:

[Appellant] 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. ...the Court finds that striking Defendant's Answer and Counterclaims is an appropriate discovery sanction.

**Exhibit A** at pp.6-7. The Trial Court ordered Appellant's answer and counterclaims to be stricken as a discovery sanction, that the parties were to participate in a good faith mediation, and remanded the case to the Swansea Magistrate Court. This appeal followed.

### **Argument**

In its February 15, 2024 Order, the court found that Appellant "agreed to the proposed discovery-then-mediation schedule proposed by [Respondent's] counsel [then] 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 [Respondent's] ability to respond to [Appellant's] counterclaims, prevented it from meaningfully participating in mediation, and caused [Respondent] to incur unnecessary attorney's fees."

**Exhibit A** at p.6. The instant appeal is simply a continuation of Appellant's prejudicial attempts to delay proceedings and cause Respondent to incur "unnecessary attorney's fees."

**Appellant's Designation of Matter violated Rule 209, SCACR:** In a letter dated May 7, 2025, Respondent's counsel wrote Appellant objecting to the designation of material not present to the trial court during the February 6, 2024 hearing explaining that material not considered by the trial court may not be part of an appeal. The letter is attached hereto as **Exhibit B** and incorporated in its entirety into this Motion. The objectional material includes, *inter alia*, a document entitled "Emergency Notice of Motion and Motion of Defendant to Quash Plaintiff's

Motion to Compel” (Designated Item #8) which Appellant faxed to the Lexington County Clerk of Court’s Office on the night before the February 6<sup>th</sup> hearing. Judge Bentley specifically informed Appellant that he must comply with the “same rules as the attorneys ... regardless of whether you are ignorant of the rules, you are still held to that same standard” and did not consider the late night fax. **Trial Transcript** p.13, line 7-14. As of the filing of this Motion, Appellant has not responded to the May 7<sup>th</sup> Letter.

**Initial Brief was Not Timely Served in violation of Rule 262(a)(2), SCACR:** Although Appellant’s certificate of service indicates Appellant’s Initial Brief and Hearing Transcript were served by mail upon Respondent’s counsel on April 7, 2025, counsel did not receive the documents until May 27, 2025. The documents received were damp and had to be specially processed by the United States Postal Service before they could be delivered. A photo of the mailing is attached hereto as **Exhibit C**.

**Appellant’s Initial Brief violated Rule 208, SCACR:**

1. Appellant did not serve its initial brief within thirty (30) days of his receipt of the transcript as required by Rule 208(a)(1) only seeking retroactive extensions of this time limit from the clerk’s office. As mentioned above, Respondent only received Appellant’s Initial Brief on May 27, 2025 and it appears from the South Carolina Appellate Case Management System (C-Track) that Appellant filed a revised Initial Brief on April 29, 2025 which has still not been served on Respondent’s counsel as of the filing of this motion.

2. The Initial Brief violates Rule 208(b)(1)(C), SCACR because its “Statement of the Case” contains factually false statements and allegations regarding Respondent’s attorney and the mutually agreed upon mediation delay. App. Bf. at p.4. Further, the Statement contains legal

argument including an argument concerning “S.C.Ct.Ann.R.3,” None of these arguments were presented during the hearing below.

3. The Initial Brief violates Rule 204(b)(4), SCACR as it contains no specific references to the transcript, pleadings, discovery material, orders, and motions that are relevant to this matter.

**Appellant Only Presents Conclusory and Vague Arguments on Appeal:** Appellant’s three (3) issues set forth in his Initial Brief all make the same, conclusory argument – the trial court abused its discretion in sanctioning the Appellant. These arguments merely contain random quotes from various cases without any explanation or argument why or how the quoted rule pertains to the Appellant’s case. For example, Appellant cites the case of Rickerson v. Karl, 770 S.E.2d 767 (S.C. Ct. App. 2015) in support of a nonsensical argument concerning a Rule to Show Cause. Nevertheless, Rickerson sets forth the applicable Standard of Review for this matter:

[An appellate] court will not interfere with a trial court's exercise of its discretion with respect to the imposition of sanctions unless an abuse of discretion has occurred. The party appealing the order has the burden of establishing that the trial court abused its discretion. An abuse of discretion occurs when the trial court's ruling is based on an error of law or, when grounded in factual conclusions, is without evidentiary support.

770 S.E.2d at 770 (citations omitted). The Rickerson Court went on to explain that

[a] sanction that results in a default or dismissal is a severe punishment that should be imposed only if there is some showing of *bad faith, willful disobedience, or gross indifference* to the rights of the adverse party.

770 S.E.2d at 770 (emphasis in original). In this matter, the trial court found that Appellant acted in *bad faith* by agreeing to a delay in mediation to give him additional time to answer discovery, then falsely sought an ADR sanction for the delay when Appellant’s discovery responses were deemed inadequate. **Exhibit A** at pp.6-7. Despite receiving a detailed letter explaining how each of 27 different responses were inadequate and violative of SC law, Appellant refused to provide supplemental responses thereby prejudicing the ability of Respondent to either mediate or defend

against Appellant's counterclaims. Respondent only then filed a Motion to Compel Appellant's discovery responses after all other attempts to obtain the material had failed.

Because the Initial Appellant's Brief does not include any discussion how the cited decisions relate to, or are even applicable to, his particular situation, all the issues raised on appeal should be deemed abandoned pursuant to State v. Tyndall, 518 S.E.2d 278 (S.C. Ct. App. 1999); see also *Solomon v. City Realty Co.*, 203 S.E.2d 435, 436 (1974) (ruling that a "bald conclusion that is not manifestly correct" should be deemed abandoned on appeal).

**Appellant Fails to Raise Any Issue that Was Raised to and Ruled Upon by Trial Court.**

It is axiomatic that in order for preserve an issue for appellate review, the issue must be raised to and ruled upon by the lower court with sufficient specificity "to inform trial court of the point being urged by the objector." Wilder Corp., v. Wilke, 497 S.E.2d 731, 733 (S.C. 1998). Appellant fails to cite to a single instance in the hearing below where he raised any issue to the trial court other than that he was proceeding *pro se*. An argument the judge specifically found was not an excuse for Appellant's misrepresentations and failure to participate in discovery. **Exhibit A** at p.7.

**Appellant has Engaged in Sanctionable Conduct.** Pursuant to Rule 269, SCACR, this Court may impose a sanction on a party to an appeal for bringing a frivolous appeal for the purpose of delaying the administration of justice and/or causing unnecessary expense to the party's opponent. The trial court found that Appellant engaged in such conduct below.

I FIND that [Respondent] has demonstrated by clear, convincing and substantial evidence that it was prejudiced by [Appellant's] failure to respond to discovery and that [Respondent] has incurred substantial costs due to [Appellant's] willful disregard for his obligations under the South Carolina Rules of Civil Procedure. On the other hand, I find that [Appellant] suffered no prejudice from [Respondent's] request to delay mandatory mediation until such time as the [Appellant] could provide [Respondent] with the discovery responses it is entitled to.

**Exhibit A** at pp.6-7 (emphasis in original). Respondent maintains that Appellant's objections to the cost of a transcript and his excessive requests for delays in filing the required documentation for this appeal, along with his absolute failure to raise any legitimate grounds for appeal are worthy of sanctions under Rule 269, SCACR. In support of this request, Respondent offers the affidavit of its attorney from the proceedings below as **Exhibit D**.

### **Conclusion**

Respondent Crescent Roofing & Remodeling, LLC asks this Court to dismiss the appeal of Appellant Eric Ragsdale pursuant to Rule 240 of the South Carolina Appellate Court Rules due to the procedural deficiencies with the Appellant's filings and the strong grounds for the relief granted by the trial court in the order appealed from. As set forth above, Appellant filed meritless counterclaims against Respondent's breach of contract action in Magistrate's Court thereby forcing the removal of the matter to circuit court. Unable to support those claims, the circuit court properly exercised its discretion in striking the Appellant's answer and counterclaims. This appeal is just a further attempt to delay, and render more costly, Respondent's attempt to recover funds due and owing it for work performed on Appellant's residence.

Respondent would further pray for an order sanctioning the Appellant to the full extent allowable.

**THE PHILLIPS FIRM, LLC**  
**Attorney & Counselor at Law**

*/s/Robert B. Phillips*

By Robert B. (Sam) Phillips, Esq.

SC Bar # 16954

1025 Calhoun Street #3

Columbia, SC 29201

(803)726-4268

Sam@PhillipsFirm.Net

28 May 2025

**Attorney for the Respondent**

# Exhibit A

STATE OF SOUTH CAROLINA ) IN THE COURT OF COMMON PLEAS  
 )  
COUNTY OF LEXINGTON ) Civil Action No. 2022-CP-32-03934  
  
Crescent Roofing & Remodeling LLC, )  
 )  
Plaintiff, ) **ORDER**  
 )  
v. )  
 )  
Eric Ragsdale, )  
 )  
Defendant. )  
\_\_\_\_\_ )

**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), SCRCF) 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 spirit [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 “SCRCF”) provides that the scope and purpose of rules “shall be construed to secure the just, speedy, and inexpensive determination of every action.” Rule 1, SCRCF. “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 (4<sup>th</sup> Cir. 1947). Rule 37(a), SCRCF 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

Electronically signed on 2024-02-14 14:27:26 page 8 of 8



September 28, 2022

**VIA Email Only**

V. Claire Allen  
Chief Deputy Clerk of Court  
[ctappfilings@sccourts.org](mailto:ctappfilings@sccourts.org)

RECEIVED

Sep 28 2022

SC Court of Appeals

Re: Jacquelyn Gladden and Patricia Reed vs Cyndy Reed Stewart  
Case No.: 2018-CP-38-00874

Honorable Clerk Allen:

In preparing my Final Brief, I have noticed that Plaintiff's Exhibit 5 as well as a Motion referenced in Respondent's Initial Brief have been inadvertently left off the Record of Appeal, the Motion having inadvertently been left off Respondent's Designation. Excepting those two (2) citations, Respondent's Final Brief is ready for submission. How would the Court like us to proceed with those two (2) missing matters?

I would be happy to submit the documents along with the Final Brief to prevent any delay in this matter. Please advise.

Sincerely,  
Palmetto State Law Group, LLC

Elizabeth D. Moore  
Associate Attorney

/edm  
Enclosure as stated.

Cc: Robert Phillips (*via email*)  
Jacquelyn Gladden and Patricia Reed (*via email*)



# Exhibit B



**THE PHILLIPS FIRM, LLC**  
ATTORNEY & COUNSELOR AT LAW

7 May 2025

**Via Email Only**

Appellant Eric Ragsdale  
ericragdale60@gmail.com

**RE: Errors in Your Designation of Matters to be Included on Appeal**

Mr. Ragsdale,

I just received your **Designation of Matters** in the mail. It contains material that was not presented to the trial court during the February 6, 2024 Motion to Compel hearing you are appealing from. The Record on Appeal cannot contain material not presented to the trial court during the relevant hearing leading to the ruling you are appealing from pursuant to Rule 210(c) of the South Carolina Rules of Appellate Practice. Specifically, you improperly seek to include material that was not present to, nor considered by, Judge Bentley Price during the February 6<sup>th</sup> hearing including Item #5 Rule to Show Cause Exhibits, Item #6 Plaintiff's Discovery Responses and Item #8 Emergency Notice of Motion and Motion of Defendant to Quash Plaintiffs Motion to Compel. I ask that you remove them from the Designation and Record.

As for Item #5, the only "exhibits" filed for the February 6<sup>th</sup> Hearing were those attached to the Plaintiff's Motion to Compel and Reply to Defendant's Request for ADR Sanctions. The exhibits you seek to include in the record seem to be from some other filing and therefore can not be a part of the record per Rule 210(c) because they were not considered by Judge Price.

As for Item #6, the February 6<sup>th</sup> hearing concerned compelling discovery responses from you, the defendant in the matter. Plaintiff's discovery responses were raised to the Court and therefore can not be included in the record of this appeal per Rule 210(c).

Lastly, as for Item #8, you did not file any response to Plaintiff's Motion to Compel. As noted in the first paragraph of Judge Price's order, you emailed a document styled an Emergency Motion to the Court on the night preceding the February 6<sup>th</sup> hearing, but it was not admitted during the hearing because it was not properly filed with the court or served on the Plaintiff. You can not add material not before the trial judge to the record on appeal pursuant to Rule 210(c).

Please remove Items 5, 6, and 8 from the Designation; otherwise, I shall seek to have the Designation stricken.

Sincerely,

Robert B. (Sam) Phillips

cc: Court of Appeals (ctappfilings@sccourts.org)

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OFFICE ADDRESS  
2001 ASSEMBLY STREET, STE 101  
COLUMBIA, SC 29201

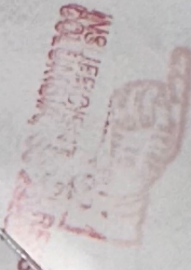
(803) 726-4269  
WWW.PHILLIPSFIRM.NET

MAILING ADDRESS  
1025 CALHOUN STREET, BOX 3  
COLUMBIA, SC 29201

Exhibit C

UNITED STATES  
POSTAL SERVICE®

29172  
per Rd



Robert Sam Phillips  
1000 ...  
Box 3  
Blindie St., 29201  
ANBS

FIRST-CLASS



US POSTAGE  
EAGLE  
FITNEY BOW  
ZIP 291 69  
02 7H  
0006083745  
\$ 002.59  
APR 08 2002

# Exhibit D

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF LEXINGTON	)	Civil Action No. 2022-CP-32-03934
	)	
Crescent Roofing & Remodeling LLC,	)	
	)	
Plaintiff,	)	<b>Affidavit of Attorney's Fees</b>
	)	
v.	)	
	)	
Eric Ragsdale,	)	
	)	
Defendant.	)	
_____	)	

PERSONALLY appeared before me Robert B. "Sam" Phillips, Attorney at Law, who being duly sworn, does state as follows:

1. That he was admitted to the South Carolina Bar in November of 1999; that he was the Law Clerk to the Honorable Jasper Cureton of the South Carolina Court of Appeals from November 1999 to May 2001; and that he has been engaged in the practice of law in South Carolina continuously thereafter until the present day.
2. That he is a member in good standing of the South Carolina Bar.
3. That he is representing Plaintiff Crescent Roofing & Remodeling LLC in the instant action.
4. That he incorporates herein Rule 1.5 of Rule 407, South Carolina Appellate Court Rules which contains the Canons of Ethics concerning the setting of attorney's fees. He further calls the attention of this Court to the numerous decisions of the South Carolina Supreme Court and the Court of Appeal concerning the factors and criteria which should be considered in the setting of attorney's fees.

5. That he relies upon the discretion of this Court in the determination of the amount of attorney's fees, based upon, *inter alia*, this affidavit and the Court's file herein which reflects the difficulty of the services rendered, the time necessarily expended, the frivolous nature of the discovery objections raised by the Defendant that had to be addressed with a Motion to Compel, the right of the Plaintiff to receive the information and documents sought in discovery, the result accomplished, and the other factors which are relevant to the Court's inquiry.

6. That he is an attorney and owner of The Phillips Firm LLC, Attorney & Counselor at Law in Columbia, South Carolina wherein he routinely represents clients at an hourly rate of \$250.00 per hour; said rate being comparable to the rates charged by other attorneys in the area with similar experience.

7. That upon review of the time expended by Affiant in reviewing Defendant Eric Ragsdale's discovery responses, drafting a response to the Defendant regarding those objections, and the time required to draft and file a Motion to Compel appropriate discovery responses from the Defendant, Affiant has expended two and one-half hours (2.5) of billable time at an expense of \$625.00 for that work.

8. Affiant anticipates that he will expend, at minimum, an additional one (1) hour of billable time to prepare for and attend a hearing on Plaintiff's Motion to Compel at an expense of \$250.00.

9. That taking all relevant facts into consideration, including the time consuming nature of responding to Defendant's numerous and frivolous discovery objections and the time required to pursue Plaintiff's Motion to Compel, the Affiant believes a reasonable fee for legal services resulting from Defendant's unwarranted failure to provide discovery responses in

accordance with the South Carolina Rules of Civil Procedure is Eight Hundred and Seventy-Five dollars (\$875.00).

FURTHER THE AFFIANT SAYETH NOT.



Affiant - Robert B. (Sam) Phillips, Esq.  
SC Bar # 16954

Sworn to me this 1<sup>st</sup> Day of November, 2023

\_\_\_\_\_  
Notary Public of South Carolina

My Commission Expires: 4/7/30

**RECEIVED**

**May 28 2025**

**SC Court of Appeals**

THE STATE OF SOUTH CAROLINA  
In the Court of Appeals

APPEAL FROM LEXINGTON COUNTY  
Court of Common Pleas

Bentley D. Price, Circuit Court Judge

Appellate Case No. 2024-000420

Crescent Roofing & Remodeling, LLC, ..... Respondent,

v.

Eric Ragsdale, ..... Appellant.

\_\_\_\_\_  
**PROOF OF SERVICE**  
\_\_\_\_\_

**Documents Hereby Served of the Appellant:**

- 1) **RESPONDENT’S MOTION TO DISMISS APPEAL**
- 2) **EXHIBITS A – D.**
- 3) **CERTIFICATE OF SERVICE.**

On behalf of **Respondent Crescent Roofing & Remodeling LLC**, Respondent in the above-captioned matter, I hereby certify that I have served a copy of the aforementioned documents upon **Appellant Eric Ragsdale** by emailing him at on this **28<sup>TH</sup> day of May, 2025.**

          /s/ Robert B. Phillips            
Robert B. (Sam) Phillips, Esq.

Columbia, South Carolina