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SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM LEXINGTON COUNTY
Court of Common Pleas

The Honorable Bentley D. Price, Circuit Court Judge

Appellate Case No.: 2024-000420

Crescent Roofing & Remodeling, LLC, Respondent,

v.

Eric Ragsdale, Appellant.

Initial Brief of Respondent

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STATEMENT OF ISSUES ON APPEAL

1. CIRCUIT COURT DID NOT ABUSE IT DISCRETION IN SANCTIONING APPELLANT FOR FAILING TO PARTICIPATE IN GOOD FAITH IN THE DISCOVERY AND MEDIATION PROCESSES SET FORTH BY THE SOUTH CAROLINA RULES OF CIVIL PROCEDURE.
2. CIRCUIT COURT IMPOSED REASONABLE SANCTIONS BASED ON APPELLANT'S FAILURE TO COMPLY WITH THE DISCOVERY REQUIREMENTS OF SOUTH CAROLINA RULES OF CIVIL PROCEDURE AND MISREPRESENTATION HE MADE ABOUT MEDIATION.
3. CIRCUIT COURT DID NOT ABUSE ITS DISCRETION IN HOLDING APPELLANT, A *PRO SE* LITIGANT, TO THE GOOD FAITH AND PROCEDURAL REQUIREMENTS OF CIVIL LITIGATION BEFORE THE COURT OF COMMON PLEAS.

STATEMENT OF THE CASE

Appellant Eric Ragsdale signed a contract with Respondent Crescent Roofing & Remodeling LLC on January 11, 2021 for Crescent to replace his home's existing shingle roof and perform some interior painting for an agreed upon price of \$21,627.94 plus a contingency to replace rotted wood decking underneath the existing roof. Hr'g Tr. p. 4, ln.s 1-5; Crescent Roofing Contract, p.1. Per their contract, Ragsdale paid Crescent Roofing a \$1,000 down payment on January 11th and Crescent replaced the roof on January 18 and 19, 2021. Hr'g Tr. p. 4, ln.s 5-6; Contract, p.1. Three (3) rotted sheets of plywood were discovered during the roofing work and replaced at the agreed upon rate of \$75.00 per sheet thereby raising the contract price to \$21,852.94. Hr'g Tr. p. 4, ln.s 7-11. The interior painting occurred on April 23, 2021. Hr'g Tr. p. 4, ln. 14. During the work, Ragsdale's insurance company made several partial payments leaving a final balance of \$4,902.56 owed when the work was completed on April 23rd. Hr'g Tr. p. 4, ln.s 12-17.

Crescent Roofing's owner, Chris Lambert, visited the Ragsdale's home several times and met with Mr. Ragsdale after both the roof replacement and interior painting to inspect the completed work with Ragsdale. At their final meeting, Ragsdale indicated he was satisfied with all the work and would be paying Crescent Roofing the \$4,902.56 balance owed on the contract. Hr'g Tr. p. 4, ln.s 18-22. After several attempts to collect the outstanding balance, Crescent Roofing filed a breach of contract action for the \$4,902.56 balance against Appellant in the Lexington County Magistrate's Court. Hr'g Tr. p. 4, ln.s 23-25. Appellant answered the complaint and counterclaimed for \$21,627.64¹ in compensatory damages plus unspecified punitive damages and asked that the case be removed to the Lexington County Court of Common Pleas. Hr'g Tr. pp. 4-5, ln.s 23-2; Defendant's answer and counterclaims. Ragsdale did not serve the answer and counterclaims upon Crescent, it only learned that the case was moved to Circuit Court upon receiving an ADR Notice from the Circuit Court. Hr'g Tr. p. 5, ln.s 14-19. Crescent retained undersigned counsel to represent it in the Circuit Court and during mediation on July 21, 2023. Hr'g Tr. p. 5, ln.s 20-21. Counsel filed an appearance in the case and served Mr. Ragsdale with interrogatories and requests to produce on July 23, 2023. Hr'g Tr. p. 5, ln.s 24; Plaintiffs Discovery to Defendant Eric Ragsdale, pp.1-11.

Discovery Dispute. Crescent Roofing served Appellant with thirty-three (33) interrogatories including the standard Rule 33, SCRCF questions and one or two clarifying questions about each of Ragsdale's fourteen (14) counterclaims and related allegations in his Answer. Hr'g Tr. pp. 5-6, ln.s 25-3; Plaintiff's First Set of Interrogatories to Defendant, pp. 1-11; Plaintiff's Certificate of Service dated July 23, 2023. Crescent also served eleven (11) requests

¹ Ragsdale's Counterclaim for \$21,627.64 plus punitive damages is simply the parties' original contract price plus punitive damages.

for production related to Ragsdale's answer and counterclaims. Hr'g Tr. p. 6, ln.s 2-3; Plaintiff's First Set of Continuing Requests to Produce to Defendant, pp. 12-16. Crescent Roofing served its discovery on July 23, 2023. Hr'g Tr. p. 6, ln.s 15-19; Mot. to Compel, Ex.4. Mr. Ragsdale did not respond Crescent Roofing's discovery in the required 30 days, so Crescent's counsel reached out to him. Ragsdale responded on August 28, 2023 requesting a thirty (30) day extension to answer discovery and indicating he was "reaching out to offer settlement options in the matter." Mot. to Compel, Ex.5 at pp.2-3. Crescent's counsel granted the discovery extension and responded to Ragsdale's request for "settlement options" by explaining:

As you know, mediation is mandatory in all SC civil court cases. The cost of that mediation is to be borne equally by the parties which essentially means that each party pays an equal share of the mediator's hourly rate. While participation in such a mediation is mandatory, the rules do not prohibit the parties from attempting to mediate a settlement directly and if successful, thereby avoiding the cost of a mediation. I take your letter to mean that you are open to such a negotiation. Once I have an opportunity to review your discovery responses and confer with my client, I will reach back out to you to discuss a settlement. As it stands now, I know nothing more about your claims than what you put in your Answer. Without competent evidence of the damages you claim and a third party estimate of repair costs, I am unable to recommend considering your claims as they would likely be found unproven by a jury.

Mot. to Compel at Ex. 5, p.1. Defendant did not raise any objection to postponing the mediation at that time. Id. at p.2. Ragsdale failed to produce any response to Plaintiff's discovery after the 30-day extension, so Crescent's attorney reached out to him again on October 4, 2023 to inquire about the status of his discovery responses. Hr'g Tr. p. 6, ln.s 15-19; Mot. to Compel, Ex.6. On October 8, 2023, Defendant produced a few responses to Plaintiff's discovery but lodged objections to 95% of the Plaintiff's Interrogatories and Requests to Produce. Hr'g Tr. p. 6, ln.s 15-17 & 20-25; Mot. to Compel, Ex.7. Mr. Ragsdale's discovery responses were entitled "Defendant's Pro'Se Responses and Objections" but his responses were not a good faith attempt to provide the information requested about the facts and allegations contained in his counterclaims. Hr'g Tr. p.

6-7, ln.s 25-5; p. 7, ln.s 6-10; p. 7, ln.s 16-20; Mot. to Compel, Ex.7. Plaintiff’s counsel therefore sent Mr. Ragsdale a five (5) page letter on October 23, 2023 with a detailed explanation of why relevant law did not support each of Ragsdale’s thirty-three (33) “objections” and why Crescent was entitled to the information it requested in discovery. Hr’g Tr. p. 7, ln.s 16-24; Mot. to Compel, Ex.8 at pp.1-5. Additionally, copies of photos produced by Ragsdale to Crescent Roofing were illegible² so Crescent asked for clear photos. Hr’g Tr. p. 7, ln.s 16-24; Mot. to Compel, Ex.7 at p.5. The October 23rd Letter also warned Mr. Ragsdale that if he did not provide good faith answers to discovery and photos that were legible, Crescent Roofing “will be forced to file motions to compel the responses and strike those portions of your counterclaim that have not been supported with evidence and/or testimony.” Hr’g Tr. p. 7, ln.s 21-24; Ltr. dated October 23, 2023 at p.1.

Mr. Ragsdale’s “objections” to discovery requests were generic and frivolous. For example, his objections to the standard interrogatories allowed by the South Carolina Rules of Civil Procedure were essentially just different versions of a claim that the question was “overbroad, oppressive, unduly burdensome, and calls for speculation.” For example, in response to Interrogatory #1, drawn directly from Standard Interrogatory #1, Rule 33(b)(1) SCRCPP, asking for the identities of witnesses known to Mr. Ragsdale, he objected claiming the Interrogatory was “overbroad, oppressive, unduly burdensome, and calls for speculation” and claimed to be “unaware of the identity of any persons ... who may have knowledge of the facts alleged.” Mot. to Compel, Ex.7 at p.6.

In response to Plaintiff’s Interrogatory #2, drawn directly from Standard Interrogatory #2, Rule 33(b)(2) SCRCPP, asking for photos and documents that supported his counterclaim to recover

² Copies of Ragsdale’s photo production produced to both this Court and the Trial Court are accurate reproductions of the poor quality photos received by Crescent Roofing.

all moneys owed under the parties' contact, Mr. Ragsdale objected claiming the Interrogatory "seek[s] information or documents that are beyond [Ragsdale's] custody, possession, or control and/or seek information that is equally available and provided to Plaintiff." Mot. to Compel, Ex.7 at p.6.

Responding to Crescent's Interrogatory #3, drawn directly from Standard Interrogatory #6, Rule 33(b)(6) SCRPC, seeking the name(s) of any expert(s) Mr. Ragsdale intended to use to support his claims of defective installation of the roof, Ragsdale objected again claiming the Interrogatory was "overbroad, oppressive, unduly burdensome, and calls for speculation." Mot. to Compel, Ex.7 at p.6.

In response to Interrogatory #4, drawn directly from Standard Interrogatory #4, Rule 33(b)(4) SCRPC, asking about any insurance coverage Mr. Ragsdale had for the instant dispute, Ragsdale objected claiming the Interrogatory "seek[s] information or documents outside the scope of discovery permissible under the South Carolina Rules of Civil Procedure." Mot. to Compel, Ex.7 at p.6.

Crescent's Interrogatory #5 was drawn directly from Standard Interrogatory #5, Rule 33(b)(5) SCRPC, asking for an itemized statement of damages for the \$21,627.94 that Mr. Ragsdale sought with his counterclaims, especially because that is the same amount as the initial price of the work he contracted with Crescent Roofing to perform. He objected claiming the Interrogatory "is overbroad, oppressive, unduly burdensome, expensive, and calls for speculation. Plaintiff was provided damage assumptions by text communication, pictures and his own personal witnesses of claim, and claim is subject to compensatory evaluation by expert or restoration to the undamaged state and is unavailable at this time. Damage claims, in whole or part, for jury determination assessment of punitive request at trial." Mot. to Compel, Ex.7 at p.6.

Despite detailed explanations regarding the invalidity of Ragsdale's objections and the requirement to produce evidence in support of his claims, Ragsdale did not supplement his initial responses or otherwise seek to provide the materials Crescent asked for. Crescent filed a motion to Compel the discovery responses on November 1, 2023. Hr'g Tr. p. 3, ln.s 12-13; Mot. to Compel w/ Exhibits. The Motion to Compel was heard on February 6, 2024 before the Honorable Bentley D. Price. Hr'g Tr. p. 1. At that hearing, Crescent's counsel explained that Mr. Ragsdale's objections "were inadequate" in that they were "obviously cut and pasted from the internet." Counsel "drafted a very detailed letter to Mr. Ragsdale" pointing out to deficiencies with the objections and ask again for the material Crescent requested. Hr'g Tr. pp. 7, ln.s 1-8, 16-24; Mot. to Compel, Ex.7. Nevertheless, there was no response from Mr. Ragsdale from October 5, 2023 until the hearing in February of 2024. Hr'g Tr. p. 7, ln.s 6-10; Mot. to Compel. Crescent's counsel argued to Judge Price that Mr. Ragsdale's objections to the propriety of basic interrogatory questions, including those specifically required by Rule 33, SCRPC were indications of bad faith and evidence that Mr. Ragsdale had no evidence to claim more than \$21,000 in damages, much less punitive damages from Crescent. Hr'g Tr. pp. 8, ln.s 19-25; Mot. to Compel. Judge Price agreed and ruled for the Plaintiff Crescent Roofing: "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." Order at pp.6-7.

Mediation Dispute. Shortly after appearing in the case on July 23, 2023, counsel for Crescent Roofing discussed the mediation deadline with Mr. Ragsdale and the court designated mediator, Yolanda Courie, Esq., to arrange a postponement of the mediation until Mr. Ragsdale had time to answer Crescent's discovery requests. Hr'g Tr. p. 6, ln.s 13-14; Mot. to Compel at

Ex.3. Ms. Courie agreed with the postponement, “I agree the mediation will be more meaningful with some discovery” and proposed dates in October and November to schedule the mediation. Mot. to Compel at Ex.3. Mr. Ragsdale also agreed to the postponement and emailed Crescent’s counsel on August 28, 2023 “to offer settlement options in the matter.” Hr’g Tr. p.6, ln.s 4-14; Mot. to Compel at Ex.5, pp.2-3. Crescent’s counsel responded later in the day on August 28th to Mr. Ragsdale’s settlement offer and reminded him that Crescent would not be able to negotiate a settlement “[w]ithout competent evidence of the damage you claim and a third party estimate of repairs costs.” Mot. to Compel at Ex.5, p.1. Mr. Ragsdale never provided the evidence of his counterclaims that Crescent Roofing requested via its counsel and its discovery requests. As Mr. Ragsdale delayed in answering discovery, Crescent’s counsel reminded him of the parties’ deadline to complete mediation and that “the court will not provide an unlimited amount of time to complete mediation.” Mot. to Compel at Ex.6, p.1. Nevertheless, Mr. Ragsdale never provided adequate discovery responses, so Crescent Roofing’s counsel consulted with Ragsdale and informed him that Crescent would have to file a Motion to Compel if he did not respond shortly.

Although Mr. Ragsdale did not respond by supplementing his initial discovery with appropriate responses, he did respond by writing the Chief Administrative Judge Debra McCaslin for the Lexington County Court of Common Pleas seeking sanctions against Crescent Construction for failing to participate in mandatory mediation. Hr’g Tr. p. 7, ln.s 2-10. Although extensions of the mediation deadline under the circumstances at issue in this matter were routinely granted in Lexington County, Judge McCaslin declined to extend the deadline without a motion due to Mr. Ragsdale’s allegation that Crescent Construction refused to participate in mediation. Hr’g Tr. p. 7, ln.s 11-15; Mot. to Compel. Accordingly, Crescent Roofing filed a Motion to Extend the Mediation Deadline and deny Ragsdale’s request for ADR sanctions along with its Motion to

Compel adequate discovery responses on November 1, 2023. Hr'g Tr. p. 7, ln.s 2-10; Plaintiff's Reply to Defendant's Request for ADR Sanctions. In its opposition to Mr. Ragsdale's request for ADR Sanctions, Crescent Roofing demonstrated that Ragsdale agreed to postpone mediation in order to give himself time to answer discovery and only complained about the lack of mediation when he learned that Crescent was going to file a Motion to Compel adequate discovery responses and evidence to support Ragsdale's counterclaims. Crescent opined that Ragsdale deliberately acted in bad faith and for the purpose of imposing delay and/or additional costs to Crescent in filing his counterclaims and then refusing to participate in discovery. Hr'g Tr. pp. 8-9, ln.s 20-1. The evidence in support of its position is set forth in the **Discovery Dispute** section above and includes Crescent Construction's efforts to obtain discovery sufficient to evaluate Mr. Ragsdale's claims and to postpone mediation until such discovery was obtained. Judge Price agreed:

Plaintiff [Crescent Roofing & Remodeling]'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.

Order at p.6. Mr. Ragsdale did not raise any of his counterclaim allegations while Crescent Roofing was re-roofing and painting his home, or when Crescent's owner Chris Lambeth conduct a walk-through of the house after each phase of the work was completed. To date, Ragsdale has not provided any evidence of monetary damages associated with his counterclaims save for a single invoice for \$2,400 in warranty work to a generator which is dated the same day that the roof replacement began. Mot. to Compel, Ex.9. In light of his failure to support his claims, Crescent Roofing maintained that Mr. Ragsdale brought the counterclaims in bad faith in order to move the

case to circuit court for purposes of delay and to cause Crescent Roofing the expense of retaining counsel because it could no longer represent itself in court. Hr'g Tr. p.9, ln.s 2-5, 10-16. Judge

Price agreed:

Although Defendant [Ragsdale] 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

Order at p. 6.

Court's Ruling of Both Motions. Circuit Judge Bentley Price granted Crescent Roofing's Motion for Discovery Sanctions and denied Ragsdale's Motion for ADR sanctions on February 6, 2023 during a Webex hearing attended by Mr. Ragsdale. In pertinent part, Judge Price found that Plaintiff, Crescent Roofing & Remodeling:

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

Order at pp.6-7. The Trial Court struck Ragsdale's answer and counterclaims as a discovery sanction, ordered the parties to participate in a good faith mediation, and remanded the case to the Swansea Magistrate Court. This appeal followed.

STANDARD OF REVIEW

Rule 37(d) of the South Carolina Rules of Civil Procedure (SCRCP) specifically empowers the trial judge to impose sanctions “for a party’s failure to respond to certain discovery requests” pursuant to Rule 37(b)(2)(C), SCRCP. Pursuant to Rule 37, “an evasive or incomplete answer is to be treated as a failure to answer.” Rule 37(a)(3), SCRCP. “The imposition of sanctions is generally entrusted to the sound discretion of the Circuit Court.” *Karppi v. Greenville Terrazzo Co., Inc.*, 327 S.C. 538, 542, 489 S.E.2d 679, 681 (Ct. App. 1997) quoting *Downey v. Dixon*, 294 S.C. 42, 45, 362 S.E.2d 317, 318 (Ct.App.1987)). A trial court’s exercise of its discretion in imposing discovery sanctions “will be interfered with by the Court of Appeals only if an abuse of discretion has occurred.” *Id.* “The burden is upon the party appealing from the order to demonstrate the trial court abused its discretion.” *Karppi*, 327 S.C. at 542, 489 S.E.2d at 681 citing *Clark v. Ross*, 284 S.C. 543, 570, 328 S.E.2d 91, 107 (Ct.App.1985). “An abuse of discretion may be found where the appellant shows that the conclusion reached by the trial court was without reasonable factual support and resulted in prejudice to the rights of appellant, thereby amounting to an error of law.” *Id.* citing *Dunn v. Dunn*, 298 S.C. 499, 502, 381 S.E.2d 734, 735 (1989) (citing *Darden v. Witham*, 263 S.C. 183, 209 S.E.2d 42 (1974)). In *Karppi*, the trial court struck the pleadings of, and entered a default against, one of two defendants in the case because the sanctioned defendant failed to respond to plaintiff’s discovery requests. The Court of Appeals held that the trial court abused its discretion in sanctioning the defendant because the default prejudiced the cross-claims of the remaining defendant against the sanctioned defendant. A discovery sanction should be tailored to the specific misconduct complained of and should protect the rights granted to the non-sanctioned party by the South Caroling Rules of Civil Procedure. *Karppi*, 327 S.C. at 543, 489 S.E.2d at 682 citing *Kershaw Co. Bd. of Educ. v. United States Gypsum*

Co., 302 S.C. 390, 396 S.E.2d 369 (1990) and *Balloon Plantation v. Head Balloons*, 303 S.C. 152, 154, 399 S.E.2d 439, 440 (Ct.App.1990).

“In determining the appropriateness of a sanction, the court should consider such factors as the precise nature of the discovery and the discovery posture of the case, willfulness, and degree of prejudice.” *McNair v. Fairfield County*, 379 S.C. 462, 467, 665 S.E.2d 830, 833 (Ct. App. 2008) (quoting *Griffin Grading & Clearing, Inc.*, 334 S.C. 193, 199, 511 S.E.2d 716, 719 (Ct. App. 1999)). The instant matter supports sanctions because each of the *McNair* factors support the striking of Ragsdale’s counterclaims and the return of the action to Magistrate’s Court. The discovery responses at issue in this matter only pertained to the Ragsdale’s counterclaims and would not have been an issue had not Ragsdale deliberately had the case moved from Magistrate’s Court based on unsupported claims. The move to circuit court was deliberate and willful in that Ragsdale specifically sought the move in his answer. Had there been legitimate grounds for the counterclaims, the analysis would be different but Ragsdale’s failure to produce evidence in support of his counterclaims for more than \$21,000 in compensatory damages and an unspecified amount of punitive damages demonstrates that the case was moved improperly and for the purposes of gaining a cost advantage over the plaintiff, who would have to retain an attorney in circuit court while the defendant could continue to represent himself. This definite prejudice warrants the limited sanction imposed by Judge Price which simply returned the case where it was properly filed back in 2022.

ARGUMENTS

1. CIRCUIT COURT DID NOT ABUSE IT DISCRETION IN SANCTIONING APPELLANT FOR FAILING TO PARTICIPATE IN GOOD FAITH IN THE DISCOVERY AND MEDIATION PROCESSES SET FORTH BY THE SOUTH CAROLINA RULES OF CIVIL PROCEDURE.

In his Initial Brief, Mr. Ragsdale argues he has “complied with the discovery request” of Crescent Roofing “under the directive of the rules in the knowledge of his interpretation given the resources available on the internet and other sources.” App. Bf. at p. 7. Ragsdale also claims Crescent willfully failed to comply with mediation requirements which compelled him to file a Motion for an ADR sanction. As with Mr. Ragsdale’s previous claims to the circuit court, his position on appeal is a tissue of lies and misrepresentations. Mr. Ragsdale’s claim of limited knowledge of the requirements of court procedure are unfounded. Ragsdale was sufficiently familiar with court substantive and procedural rules to file counterclaims in excess of the Magistrate Court’s jurisdictional limit, then ask the court specifically for “this matter to be transferred to the circuit court **based on jurisdiction.**” Def.’s Counterclaim at p.2 (emphasis added). Similarly, Ragsdale’s claim he is ignorant of discovery rules and requirements also rings false. Crescent’s counsel sent Ragsdale a detailed explanation of the authority for each discovery request and what was required of him in a letter dated October 23, 2023. Mot. to Compel at Ex.7. In that letter, Counsel explained what was required to satisfy each interrogatory and with regard to the standard interrogatories of the Rules of Civil Procedure, Counsel even provided Ragsdale with the current address of the Judicial Department’s website where the discovery rules could have been accessed. Nevertheless, Ragsdale made no effort to supplement and/or correct his initial discovery responses, instead he concocted false claims that Crescent Roofing was depriving him of his right to mediation and should be sanctioned for doing so. The record is clear, the action below approached the mediation completion date because Mr. Ragsdale deliberately had it removed to circuit court based on unfounded claims, then concealed the removal from Crescent Construction by not serving it with his answer. Nevertheless, Crescent learned of the move in time to participate in mediation had Mr. Ragsdale timely responded to Crescent’s discovery. He agreed to do just that

and when called on for not answering discovery in good faith, he concocted a false allegation against Crescent Roofing in order to deflect from his misfeasance.

Contrary to Ragsdale's argument on appeal, most of the Crescent's interrogatories did not require an "interpretation" and resources to understand the question. For example, Crescent's Interrogatory #5 was Standard Interrogatory #5, Rule 33(b)(5) SCRCF, and simply asked for an itemized statement of damages Mr. Ragsdale claimed for his counterclaims. This Interrogatory was especially relevant to Ragsdale's \$21,627.94 counterclaim because he was seeking the same amount as initial price of the work he contracted with Crescent Roofing to perform. His objection to the Interrogatory as "overbroad, oppressive, unduly burdensome, expensive, and calls for speculation" is meritless. Mot. to Compel, Ex.7 at p.6. Every civil action seeking money damages must present evidence of both the type of damage sought and the compensatory amount of that damage in order to recover.³ Ragsdale's also attempted to deflect the Interrogatory by suggesting other evidence of the damage was available to Crescent Roofing and/or otherwise a question for the jury: "Plaintiff was provided damage assumptions by text communication, pictures and his own personal witnesses of claim, and claim is subject to compensatory evaluation by expert or restoration to the undamaged state and is unavailable at this time. Damage claims, in whole or part, for jury determination assessment of punitive request at trial." Mot. to Compel, Ex.7 at p.6. This response is as evasive as it is erroneous. At the hearing of this matter, Mr. Ragsdale did not object or contradict Crescent Roofing's position that he made no claim for damage as the work progressed, his insurance company made partial payments toward work without complaint, and

³ The damages claimed in Ragsdale's counterclaims sound in tort, not contract, if at all. Accordingly, "[t]he damages allegedly sustained must be shown to have been proximately caused, i.e. causally connected, to the breach of duty in order to warrant a recovery." *Vinson v. Hartley*, 324 S.C. 389, 400, 477 S.E.2d 715, 720 (Ct. App. 1996).

that Mr. Ragsdale indicated his satisfaction with the work when Crescent Roofing finished and was on site to address any issue.

Although allegedly baffled by Rule 33 Standard Interrogatories such as “give the names and addresses of persons known ... to be witnesses concerning the facts of the case” or “[s]et forth an itemized statement of all damages,” Mr. Ragsdale now makes a sophisticated argument that the trial court misapplied Rule 37, SCRCP by imposing sanctions because “[n]o order had been enacted or pending directing [Ragsdale] to answer [Crescent’s] discovery request” as required by Rule 37(b), SCRCP. App. Bf. at p.7. He cited “*Griffin Grading & Clearing, Inc. v. Tire Service Equip. Mfg. Co., Inc.*” for the proposition that “only ‘If [sic] a party fails to obey an order to provide or permit discovery, the trial court may impose sanctions such as striking pleadings....’” App. Bf. at pp.7-8. This is an incomplete and erroneous explanation of Rule 37. Significantly, this argument is also not preserved for appeal as it was neither raised to, nor ruled upon, by the trial court. *See Wilder Corp. v. Wilke*, 330 S.C. 71, 76, 497 S.E.2d 731, 733 (1998) (“It is axiomatic that an issue cannot be raised for the first time on appeal, but must have been raised to and ruled upon by the trial judge to be preserved for appellate review.”)

In *Downey v. Dixon*, this Court explained the interplay between sanctions available when a party fails to comply with a discovery order pursuant to Rule 37(b) and the separate sanctions available pursuant to Rule 37(d) when a party fails to answer interrogatories. 294 S.C. 42, 362 S.E.2d 317 (Ct. App. 1987). In footnote 1, the *Downey* court quoted H. Lightsey & J. Flanagan, *South Carolina Civil Procedure* 316 (1985) for the proposition that “[Under Rule 37(d)] sanctions may be imposed without obtaining an order compelling discovery” and bolstered that contention with 8 Wright & Miller, *Federal Practice and Procedure* § 2291 at 807 (1970) which explained that the “comparable Federal Rule” also provides that

“[n]o court order is required to bring Rule 37(d) into play.” *Downey*, 294 S.C. at 44 n.1, 362 S.E.2d at 318 n.1.

While it has been sometime since Chief Judge Sanders penned *Downey*, the current South Carolina Rules of Civil Procedure provide the same distinction. Rule 37(b), SCRCP is entitled “Failure to Comply with Order” and provides in pertinent part that “[I]f a party ... fails to obey an order to provide or permit discovery ... the court in which the action is pending may make such orders in regard to the failure as are just [including] ... [a]n order striking out pleadings or parts thereof.” Rule 26(b)(2)(C), SCRCP. However, a pleading may also be stricken when “a party ... fails to serve answers or objections to interrogatories submitted under Rule 33” pursuant to Rule 26(d)(2), SCRCP. When discovery is answered evasively or in bad faith, as is the case with the instant action, Rule 37(a)(3) of the South Carolina Rules of Civil Procedure provides that “an evasive or incomplete answer is to be treated as a failure to answer” therefore the evasive or incomplete answer may also be stricken pursuant to Rule 26(d)(2), SCRCP. Accordingly, Mr. Ragsdale’s incomplete and evasive discovery responses are a proper basis for a discovery sanction pursuant to Rule 37(d)(2) without the need of obtaining the “discovery order” required by Rule 37(b). *See also Richardson v. \$21,000.00 U.S. Currency & Various Jewelry*, 430 S.C. 594, 599, 846 S.E.2d 14, 17 (Ct. App. 2020) (“Rule 37(d), SCRCP, therefore empowered [Defendant in civil forfeiture action] with the right to request sanctions against the Solicitor for failing to respond to [Defendant’s] discovery requests without first filing a motion to compel.”) (*citing Downey v. Dixon*, 294 S.C. at 44, 362 S.E.2d at 318).

Discovery is intended to be an open and honest process whereby competing litigants can receive and evaluate their party-opponents’ evidence in preparation of settlement negotiations and/or trial. Without fair and honest discovery from Mr. Ragsdale, Crescent Roofing could only

guess why he is seeking \$21,000+ in compensatory damages. “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.” *State Highway Dep't v. Booker*, 260 S.C. 245,252, 195 S.E.2d 615, 619 (1973). Our Supreme Court has emphasized that “[t]he South Carolina Rules of Civil Procedure ‘shall be construed to secure the just, speedy, and inexpensive determination of every action.’” *Ex parte Wilson*, 367 S.C. 7, 15, 625 S.E.2d 205, 209 (2005) (quoting Rule 1, SCRPC). “In interpreting the meaning of the South Carolina Rules of Civil Procedure, the Court applies the same rules of construction used to interpret statutes.” *Maxwell v. Genez*, 356 S.C. 617, 620, 591 S.E.2d 26, 27 (2003). “Therefore, the words of [the rule] must be given their plain and ordinary meaning without resort to subtle or forced construction to limit or expand the rule.” *Stark Truss Co. v. Superior Constr. Corp.*, 360 S.C. 503, 508, 602 S.E.2d 99, 102 (Ct. App. 2004). “If a statute or rule is ‘plain, unambiguous, and conveys a clear meaning, interpretation is unnecessary and the stated meaning should be enforced.’” *Maxwell*, 356 S.C. at 620, 591 S.E.2d at 27 (2003) (citing *Knotts v. S.C. Dep't of Nat. Res.*, 348 S.C. 1, 558 S.E.2d 511 (2002)).

The clear and unambiguous meaning of Rule 37 gave the trial court authority to sanction Mr. Ragsdale for his evasive and inadequate discovery responses as well as returning this matter to Magistrate’s Court. Ragsdale failed to provide sufficient evidence to support his counterclaims for the entire amount of the contract to reroof and paint some of the interior walls of his home. Not only did he fail to produce evidence of his counterclaims, he did not even attempt to prove or argue for his unspecified punitive damages via any specific allegations of gross negligence or recklessness. Although given several opportunities to understand and comply with the discovery provisions of the South Carolina Rules of Civil Procedure, Ragsdale refused to do so and proceeded to attempt to prejudice Crescent Roofing with unfounded allegations of willful

avoidance of its ADR responsibilities even though he discussed mediation requirements on several occasions with Crescent's attorney and entered into an understanding with Crescent and the assigned mediator. The trial court's order simply and appropriately struck Ragsdale unsupported claims, returned the case to magistrate's court, and ordered the parties to participate in a good faith mediation per Ragsdale's request. Order at pp.6-7.

2. CIRCUIT COURT IMPOSED REASONABLE SANCTIONS BASED ON APPELLANT'S FAILURE TO COMPLY WITH THE DISCOVERY REQUIREMENTS OF SOUTH CAROLINA RULES OF CIVIL PROCEDURE AND MISREPRESENTATION HE MADE ABOUT MEDIATION.

In his second argument, Mr. Ragsdale seeks immunity from the consequences of his action prior to the imposition of sanctions because he appeared *pro se*. No appellate court in this State has excused a *pro se* litigant from the procedural and substantive requirements of a criminal and civil matter, nor does Ragsdale cite such a case. "A *pro se* litigant who knowingly elects to represent himself assumes full responsibility for complying with substantive and procedural requirements of the law." *State v. Burton*, 356 S.C. 259, 266 n.5, 589 S.E.2d 6 (2003); *see Staggars v. S.C. Dep't. of Employment & Workforce*, 25-ALJ-22-0033-AP (Mar 31, 2025) (citing *Burton* in an administrative matter). *See also Faretta v. California*, 422 U.S. 806, 834 (1975) ("The right of self-representation is not a license to abuse the dignity of the courtroom. Neither is it a license not to comply with relevant rules of procedural and substantive law."). Ragsdale's attempt to avoid his discovery responsibilities by claiming *pro se* status on appeal is particularly disingenuous given that Crescent Roofing's counsel prepared a detailed explanation of those responsibilities with reference to the South Carolina Rules of Civil Procedure and a link for finding them on the internet, yet Mr. Ragsdale made no effort to revise or supplement his original discovery responses to comply with those rules.

Additionally, he claims “any sanction imposed ... [must] not go beyond the necessities of the situation to foreclose a decision on the merits of the case.” App. Bf. at p.9. He supports this argument with reference to an unpublished opinion of this Court in *Ironworks Prods. v. Bobcat of Greenville, LLC*, No. 2023-UP-246. While unpublished opinions may not be cited as precedent, the proposition of law asserted would not be applicable to this matter even if it were proper authority. The sanctions imposed in this matter against Mr. Ragsdale directly address his misconduct and do not completely “foreclose a decision on the merits of the case” because the matter was remanded to the Magistrate Court and Judge Price ordered mediation between the parties. Order at pp.6-7.

3. CIRCUIT COURT DID NOT ABUSE ITS DISCRETION IN HOLDING APPELLANT, A *PRO SE* LITIGANT, TO THE GOOD FAITH AND PROCEDURAL REQUIREMENTS OF CIVIL LITIGATION BEFORE THE COURT OF COMMON PLEAS.

In his final argument, Mr. Ragsdale cites a variety of United States Supreme Court cases for the proposition that the discovery sanction imposed by Judge Price was an unconstitutional violation of his due process and equal protection rights. App. Bf. at p.10. Once again, Mr. Ragsdale seeks to raise an argument that is not properly before this Court. *Wilder Corp.*, 330 S.C. at 76, 497 S.E.2d at 733 (1998) (“It is axiomatic that an issue cannot be raised for the first time on appeal, but must have been raised to and ruled upon by the trial judge.”). Nevertheless, the argument is without merit. “The privileges and immunities of citizens of this State and of the United States under this Constitution shall not be abridged, nor shall any person be deprived of life, liberty, or property without due process of law, nor shall any person be denied the equal protection of the laws.” S.C. Const. Art. I, §3 (1971). Article I, Section 3 of the South Carolina Constitution has been interpreted as providing, *inter alia*, all parties with the opportunity to be heard in a meaningful way. *Halsey v. Simmons*, 432 S.C. 54, 57, 849 S.E.2d 578, 580 (2020);

Kurschner v. City of Camden Planning Comm'n, 376 S.C. 165, 171, 656 S.E.2d 346, 350 (2008). Mr. Ragsdale had an obligation as a *pro se* litigant to know and follow the substantive and procedural requirements of his case. He was schooled on the discovery requirements by his opponent's counsel as part of its effort to elicit the evidence it was entitled to from Mr. Ragsdale, and the trial court gave him an opportunity to address Crescent's motions which had been pending for almost a year. This fully meets the requirements of due process and equal protection under the state and federal constitutions.

With regard to claims of impropriety with the ADR process, mediation under the South Carolina Rules is a voluntary process that is; nevertheless, required by Rule 3(a) of the Alternative Dispute Resolution Rules (hereinafter "SCADRR") for all civil actions. The SCADRR specifically allows and encourages litigants in civil matters to conference about the conduct of the mediation. Rule 5(b), SCADRR. In this action, Crescent Roofing's counsel "conferenced" with Ragsdale as required by the Rule. Counsel shared with Ragsdale and the circuit court's designated mediator the need for discovery to be able to assess whether Mr. Ragsdale's counterclaims had any merit. Crescent Roofing was well within its right to ask for such proof and the mediator confirmed that right to Ragsdale. Ragsdale's failure to timely answer Crescent's discovery requests pushed the parties up against then past the three hundred (300) day mediation deadline set forth by the Rules when Ragsdale objected to Crescent's request for an extension of the mediation deadline. Under ordinary circumstances, that deadline could have been extended through a simple request to the Administrative Judge explaining the need for a slight delay until the parties were in a position for a meaningful mediation. Rule 5(e), SCADRR allows parties to file such a good faith motion for a deferral and Crescent Roofing attempted to file such a motion; however, Mr. Ragsdale reneged on his agreement to delay mediation and sought ADR sanctions against Crescent Roofing

for its failure to mediate due to Ragsdale's failure to answer discovery. It is clear that ADR sanctions are only appropriate "[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 an 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).

CONCLUSION

Crescent Roofing & Remodeling, LLC properly sought to recover money owed pursuant to a contract with Mr. Ragsdale back in 2022. Mr. Ragsdale has delayed a resolution of Crescent's claims by improperly moving the case to the circuit court with unsupported claims for \$21,000+ in compensatory damages and unspecified punitive damages. When Crescent discovered that Ragsdale had no support for his compensatory damage claims, Ragsdale attempted to deflect the court from his misconduct with untruthful allegations that Crescent Roofing was acting in bad faith by refusing to participate in mediation when in fact, Crescent was postponing mediation pursuant to an agreement with Ragsdale in order to give him extra time to answer the discovery he owed Crescent so that the mediation would be meaningful. Based on the record before this Court and applicable case law, Plaintiff/Respondent Crescent Roofing & Remodeling, LLC asks this Court

to affirm the Order appealed from in all its detail and remand this case to the Magistrate's Court pursuant to that Order.

**THE PHILLIPS FIRM, LLC
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06 August 2025

Attorney for the Respondent

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Aug 06 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 INITIAL BRIEF**
- 2) **PROOF 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 the aforementioned documents to email address **ericragsdale60@gmail.com** and depositing copies of same into the United States Postal Service in an envelope address to Eric Ragsdale, 121 Shumpert Road, West Columbia, SC 29172 with sufficient postage attached on this **6TH day of August, 2025** and .

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

Columbia, South Carolina