

**RECEIVED**

**Jun 30 2025**

**SC Court of Appeals**

THE STATE OF SOUTH CAROLINA

In The Court of Appeals

APPEAL FROM GREENVILLE COUNTY

Court of Common Pleas

**RECEIVED**

G.D Morgan, Jr. Circuit Court Judge

**AUG 21 2025**

**SC Court of Appeals**

Case No. 2024-CP-23-0312

Appeal Case No 2024-000731

D & B Real Estate Ventures, LLC.  
Darius Jones, Bradley Robinson,

Respondents

v.

Christopher Jones ,

Appellant.

**DESIGNATION OF MATTER  
INCLUDED ON RECORD OF APPEAL**

Appellant proposes the following be included in the Record on Appeal:

1. Order of April 10, 2024;
2. Order of March 23, 2024;
3. Complaint;
4. Defendant's Motion To Dismiss (Answer)
5. Transcript of Proceedings
6. Plaintiff's Opposition to MTD
7. Defendant's Affidavit of Janet Baumberger

I certify that this designation contains no matter which is irrelevant to this appeal.

June 27, 2025

Respectfully submitted

s/Christopher Jones  
Christopher Jones  
309 Perry Avenue  
Greenville, South Carolina 29601  
(864) 371-0989  
Appellant

STATE OF SOUTH CAROLINA  
COUNTY OF Greenville  
IN THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE

CASE NO. 2024CP2300312

Christopher Jones  
PLAINTIFF(S)

D & B Real Estate Ventures Llc et al  
DEFENDANT(S)

**DISPOSITION TYPE (CHECK ONE)**

- ☐ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- ☒ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.
- ☐ **ACTION DISMISSED (*CHECK REASON*):** ☐ Rule 12(b), SCRPC; ☐ Rule 41(a), SCRPC (Vol. Nonsuit); ☐ Rule 43(k), SCRPC (Settled);  
☐ Other
- ☐ **ACTION STRICKEN (*CHECK REASON*):** ☐ Rule 40(j), SCRPC; ☐ Bankruptcy;  
☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award;  
☐ Other
- ☐ **STAYED DUE TO BANKRUPTCY**
- ☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT (*CHECK APPLICABLE BOX*):**  
☐ Affirmed; ☐ Reversed; ☐ Remanded;  
☐ Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

**IT IS ORDERED AND ADJUDGED:** ☐ See attached order (formal order to follow) ☒ Statement of Judgment by the Court:

Please see page two below.

**ORDER INFORMATION**

This order ☒ ends ☐ does not end the case.

☒ See Page 2 for additional information.

**For Clerk of Court Office Use Only**

This judgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp, and a copy mailed first class to any party not proceeding in the Electronic Filing System on 03/12/2024 .

Christopher Jones for Christopher Jones  
Christopher Jones for Christopher Jones

**NAMES OF TRADITIONAL FILERS SERVED BY MAIL**

**Court Reporter:**

**E-Filing Note:** The date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgment to parties who are not E-Filers or who are appearing pro se. See Rule 77(d), SCRCP.

---

This matter is before the Court on Defendants' Motion to Dismiss, or in the alternative, Motion for Summary Judgement and Defendants' Motion to Quash Subpoena. Based on a review of the file, submissions of the parties, and oral arguments, Defendants' Motion to Dismiss is granted. Defendants' Counsel is to prepare a formal order.

It is so ordered.



Greenville Common Pleas

**Case Caption:** Christopher Jones vs. D & B Real Estate Ventures Llc , defendant, et al  
**Case Number:** 2024CP2300312  
**Type:** Order/Electronic Form 4

So Ordered

G.D. Morgan Jr.



Greenville Common Pleas

**Case Caption:** Christopher Jones vs. D & B Real Estate Ventures Llc , defendant, et al  
**Case Number:** 2024CP2300312  
**Type:** Order/Other

So Ordered

G.D. Morgan Jr.

\*\*\*\*\* IMPORTANT NOTICE - READ THIS INFORMATION \*\*\*\*\*  
NOTICE OF ELECTRONIC FILING [NEF]

-

**A filing has been submitted to the court RE: 2024CP2300312**

**Official File Stamp:** 04-09-2024 11:20:22 AM

**Court:** CIRCUIT COURT

Common Pleas

Greenville

**Case Caption:** Christopher Jones vs. D & B Real Estate Ventures Llc , defendant, et al

**Event(s):**

Order/Order Cover Sheet \$25.00

**Document(s) Submitted:** Proposed Order/Other

**Filed by or on behalf of:** M. Stokely Holder

This notice was automatically generated by the Court's auto-notification system.

-

**The following people were served electronically:**

M. Stokely Holder for D & B Real Estate Ventures Llc et al

Raford W Bussey, Jr. for D & B Real Estate Ventures Llc et al

Joye S Coleman for Darius Jones, Bradley Robinson

**The following people have not been served electronically by the Court. Therefore, they must be served by traditional means:**

Christopher Jones for Christopher Jones

Christopher Jones for Christopher Jones

\*\*\*\*\* IMPORTANT NOTICE - READ THIS INFORMATION \*\*\*\*\*  
NOTICE OF ELECTRONIC FILING [NEF]

-

**A filing has been submitted to the court RE: 2024CP2300312**

|                                  |                                                                         |
|----------------------------------|-------------------------------------------------------------------------|
| <b>Official File Stamp:</b>      | 04-10-2024 09:11:51 AM                                                  |
| <b>Court:</b>                    | CIRCUIT COURT<br>Common Pleas<br>Greenville                             |
| <b>Case Caption:</b>             | Christopher Jones vs. D & B Real Estate Ventures Llc , defendant, et al |
| <b>Document(s) Submitted:</b>    | Order/Other-Dismiss Complaint/Cancel LP and Lien Order/Other            |
| <b>Filed by or on behalf of:</b> | Grenville D. Morgan                                                     |

This notice was automatically generated by the Court's auto-notification system.

-

**The following people were served electronically:**

M. Stokely Holder for D & B Real Estate Ventures Llc et al  
Rafor W Bussey, Jr. for D & B Real Estate Ventures Llc et al  
Joye S Coleman for Darius Jones, Bradley Robinson

**The following people have not been served electronically by the Court. Therefore, they must be served by traditional means:**

Christopher Jones for Christopher Jones  
Christopher Jones for Christopher Jones

## Certificate of Electronic Notification

### Recipients

**M. Holder** - Notification transmitted on 04-10-2024 09:12:01 AM.

**Raford Bussey** - Notification transmitted on 04-10-2024 09:12:01 AM.

**Joye Coleman** - Notification transmitted on 04-10-2024 09:12:00 AM.

|                                       |   |                                             |
|---------------------------------------|---|---------------------------------------------|
| STATE OF SOUTH CAROLINA               | ) | IN THE COURT OF COMMON PLEAS                |
|                                       | ) |                                             |
| COUNTY OF GREENVILLE                  | ) | C.A. No.: 2024-CP-23-00312                  |
|                                       | ) |                                             |
| Christopher Jones,                    | ) | <b>ORDER GRANTING DEFENDANTS'</b>           |
|                                       | ) | <b>MOTION TO DISMISS</b>                    |
| Plaintiff,                            | ) |                                             |
|                                       | ) | <b>(Cancelling Lis Pendens in</b>           |
| vs.                                   | ) | <b>2024-LP-23-00058, and</b>                |
|                                       | ) | <b>Cancelling Mechanic's Lien in</b>        |
| D&B Real Estate Ventures, LLC; Darius | ) | <b>ROD Book MI 0157 at Pages 0241-0246)</b> |
| Jones ; Bradley Robinson              | ) |                                             |
|                                       | ) |                                             |
| Defendants.                           | ) |                                             |

This matter is before this Court upon a Motion to Dismiss filed by Defendants D&B Real Estate Ventures, LLC, Darius Jones, and Bradley Robinson ("Defendants").

### **BACKGROUND**

On January 16, 2024, the Plaintiff Christopher Jones ("Plaintiff") filed a Mechanic's Lien (the "Lien") against property owned by Defendant D&B Real Estate Ventures, LLC, with an address of 331 Loop Street, Greenville, South Carolina 29609 (the "Property"). The Lien was filed in the Greenville Register of Deeds Office under Book MI 0157 at Pages 0241-0246. It was attached as Exhibit A to the Plaintiff's Complaint.

On the face of the Lien, it states the following above the Plaintiff's notarized signature:

**Claimant, Christopher Jones furnished the following Labor, Materials or Services:  
Construction Services, Finances, Material, Labor and Funds.**

1. By virtue of a duly executed, legally binding verbal and written contract and approval, Claimant contracted with other contractors and subcontractors to improve the above-

mentioned property by purchasing materials, installing materials, assist with new addition design-build home, pre-engineering, infrastructure work, negotiations, and consulting, installing HVAC hardware, new electrical, plumbing, insulation, clearing & cutting trees and provided comprehensive planning for residential housing occupancy. Darius Jones and Bradley Robinson for D & B Real Estate Ventures, LLC assured Petitioner that the funds would be paid to the Petitioner by Respondents. The Respondents proposed to reimburse Petitioner for the funds he committed to this property. Petitioner has provided materials, services and finances up until this date to the property located at 331 Loop Street Greenville, SC 29609. As of the time of the filing of this document, Claimant Christopher Jones has not received payment, nor due consideration.

2. Labor, finances, material, and services were furnished in connection with improvement and operations of the property located 331 Loop Street Greenville, South Carolina 29609
3. Tax Map #0176-00-0.120.00 in the County of Greenville. A legal description of the property is attached as Exhibit "A".  
The name and address **D & B Real Estate Ventures, LLC 331 Loop Street Greenville, SC 29609**
4. Claimant claims a Mechanic's Lien against the said property for the amount of **\$45,610.51** by virtue and authorization of the Owners along with a legally binding agreement, and authorization to perform the work. Claimants contracted with D & B Real Estate Ventures, LLC for the benefit of the property and the Owners Darius Jones and Bradley Robinson.

Dated: January 16, 2024; Christopher Jones, Lien Administrator, 330 East Coffee Street Greenville, SC 29601:

By:  Christopher Jones, Lien Administrator

I am \_\_\_ am not XX required to be licensed or registered as required by South Carolina Code Annotated § 29-5-15.

See *Lien*, pp.1-2.

The next page of the Lien includes a Verified Statement of Account, which the Plaintiff also signed before a notary as further certification of the purported work and debt amounts giving rise to the Lien. See *Lien*, p. 3.

On the day after filing the Lien, January 17, 2024, the Plaintiff filed a Complaint with the following title in its caption: "Foreclosure of Mechanic's Lien". The Complaint was filed against each of the above-referenced Defendants despite the Property being owned by only Defendant D&B Real Estate Ventures, LLC, as shown on the Lien. The Complaint asserts the following six (6) causes of action: (1) Foreclosure of Mechanic's Lien; (2) Quantum Meruit; (3) Unjust Enrichment; (4) Breach of Contract; (5) Violation of S.C. Code § 27-1-15; and (6) Misrepresentation. The relief sought in the Complaint is the same amount referenced in the Lien, \$45,610.51.

In each of the first five (5) Causes of Action plead by Plaintiff, reference is made by Plaintiff to the purported labor and materials provided by Plaintiff towards the Property.

The Sixth Cause of Action pled by Plaintiff includes just one paragraph that reads as follows:

34. Defendants deliberately misrepresented that the correct and truthful status of the title to 331 Loop Street Greenville SC bearing Tax Map No. 0176-00-0.120.00. Plaintiff will evidence demonstrating that the title to this property is not unencumbered. According to attorneys Bracknell Shuler and Andrew Jones Jr., stated to Plaintiff that the title to this property is not clear to close with title insurance. Defendants intentionally misrepresented to Plaintiff that there was a recent title search prior to Plaintiff contract.

See *Complaint*, p. 7.

The Plaintiff also filed a *Lis Pendens* on January 17, 2024, under 2024-LP-23-00058 (the “*Lis Pendens*”).

On February 7, 2024, Defendants filed a Motion to Dismiss or in the alternative, Motion for Summary Judgment.

A hearing was held on March 7, 2024, with attorney M. Stokely Holder present for Defendants, and Plaintiff appearing *pro se*.

### **STANDARD OF REVIEW**

A Motion to Dismiss under Rule 12(b)(6), SCRCp, may be granted if the alleged facts and inferences to be drawn therefrom, viewed in the light most favorable to the plaintiff, do not entitle the plaintiff to relief on any theory. *Hambrick v. GMAC Mortg. Corp.*, 370 S.C. 118, 634 S.E.2d 5 (Ct.App. 2006).

### **LAW AND ANALYSIS**

S.C. Code Ann. § 40-59-30(B) provides that a person who has “not procured a license or registered with the commission and is required to do so by law may not file a mechanic’s lien or bring an action at law or in equity to enforce the provisions of a contract for residential building.” *S.C. Code Ann. § 40-59-30(B)*. At the hearing, the Plaintiff admitted to the fact that he is not licensed as a residential builder or a specialty contractor.

In an effort to avoid the implications of the above-referenced statute, the Plaintiff stated that he merely subcontracted the work at issue to a licensed builder. Not only does this run contrary to the Plaintiff’s own sworn pleadings, that arrangement would still be violative of the relevant statutory scheme. See *S.C. Code Ann. § 40-59-20(6)* (“‘Residential builder’ means one who constructs, superintends, or offers to construct or superintend the construction, repair,

*improvement, or reimprovement of a residential building or structure ... when the cost of the undertaking exceeds five thousand dollars. Anyone who engages or offers to engage in such undertaking in this State is considered to have engaged in the business of residential building.”)(emphasis added).*

The Plaintiff's own allegations, and sworn statements attached thereto, state that he performed over Five Thousand Dollars (\$5,000.00) worth of construction work on the Property. The Plaintiff admits that he doesn't have a residential builders license. Accordingly, the Plaintiff doesn't have legal standing to pursue his claims for the work he alleged to perform on the Property, and Plaintiff's lien is considered frivolous under S.C. Code Ann. § 29-5-15. Therefore, Plaintiff's causes of action must be dismissed, the *Lis Pendens* shall be dismissed, and the Mechanic's Lien shall be cancelled of record by the filing of this Order in the Register of Deeds Office.

The Plaintiff's Six Cause of Action for Misrepresentation is also clearly defective. To establish a cause of action for Misrepresentation, sufficient allegations of fact must be present in the Complaint to address all elements of fraud/misrepresentation or the Complaint will be considered 'fatally defective'. *Mutual Savings & Loan Ass'n v. McKenzie*, 274 S.C. 630, 633, 266 S.E.2d 423 (1980). From what can be discerned from the Plaintiff's one paragraph Cause of Action for Misrepresentation, it is woefully lacking and in does not satisfy the pleading requirements for a claim of fraud/misrepresentation in this State.

Of further note, Plaintiff's Prayer for Relief specifically states that he is seeking the same \$45,610.51 in damages for his Sixth Cause of Action (Misrepresentation) as he is seeking under his Second, Third, Fourth and Fifth Causes of Action. The allegations in each of those prior

causes of action relate specifically to the purported materials and labor the Plaintiff alleges to have provided towards the Property, and they each (together with the First Cause of Action) make clear that the amount is reflective of the debt owing for such materials and service. Accordingly, the same ground for dismissing the Plaintiff's first five Causes of Action (violation of S.C. Code Ann. § 40-59-30(B)) is an additional ground for dismissing the Plaintiff's Sixth Cause of Action.

### **CONCLUSION**

After considering the pleadings, arguments from the parties, and the applicable law, the Court GRANTS the Defendants' Motion and hereby orders that: **(1) the Plaintiff's Complaint against Defendants shall be dismissed; (2) the *Lis Pendens* shall be cancelled of record by the filing of this Order in 2024-LP-23-00058; and (3) the Lien shall be cancelled of record by the filing of this Order in the Greenville County Register of Deeds Office.**

AND IT IS SO ORDERED.

**JUDGE'S SIGNATURE PAGE FOLLOWS**

24 JAN 17 PM 4:01  
Brice Garrett CDO GUL SC

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

Christopher Jones

Plaintiff,

D & B Real Estate Ventures, LLC

Darius Jones

Bradley Robinson

Defendants.

IN THE COURT OF COMMON PLEAS

THIRTEENTH JUDICIAL CIRCUIT

C.A. No. 2024-CP-23-00312

SUMMONS

TO THE DEFENDANTS ABOVE-NAMED:

You are hereby summoned and required to answer the Complaint in this action, a copy of which is herewith served upon you, and to serve a copy of your Answer to the Complaint, upon the subscriber at 330 East Coffee Street Greenville SC 29601 within thirty (30) days after service hereof, exclusive of the day of service. If you fail to answer the Complaint within that time, the Plaintiff(s) will apply to the court for the relief demanded in the Complaint and a Judgment by Default will be rendered against you for the relief demanded in the Complaint.

Respectfully submitted,

/s/ Christopher Jones  
Christopher Jones, Plaintiff  
330 East Coffee Street  
Greenville, SC 29601  
(864) 371-0989

January 16, 2024

**Verified**

|                                 |   |                                   |
|---------------------------------|---|-----------------------------------|
| STATE OF SOUTH CAROLINA         | ) | IN THE COURT OF COMMON PLEAS      |
|                                 | ) |                                   |
| COUNTY OF GREENVILLE            | ) | THIRTEENTH JUDICIAL CIRCUIT       |
|                                 | ) |                                   |
| Christopher Jones.              | ) | C.A. No. 2024-CP-23- <u>00312</u> |
|                                 | ) |                                   |
|                                 | ) | <b>COMPLAINT</b>                  |
| Plaintiff,                      | ) | <b>(Non-Jury )</b>                |
|                                 | ) |                                   |
| D & B Real Estate Ventures, LLC | ) | <b>FORECLOSURE OF MECHANIC'S</b>  |
| Darius Jones                    | ) | <b>LIEN</b>                       |
| Bradley Robinson                | ) |                                   |
|                                 | ) |                                   |
| Defendants.                     | ) |                                   |

---

Plaintiff, by and through the undersigned Plaintiff, complaining of the named Defendants herein, would respectfully show this Court the following:

#### **JURISDICTION AND VENUE**

1. Christopher Jones (hereinafter "Plaintiff"), is an individual citizen and resident of Greenville County, South Carolina.
2. Upon information and belief, Defendants, D & B Real Estate Ventures, LLC, is a South Carolina Limited Liability Corporation, Darius Jones and Bradley Robinson, (hereinafter "Defendants") are individuals residing in Greenville County, South Carolina, and is the fee simple Owner of the real property located in Greenville County, South Carolina, at the time the labor and materials were supplied and at the time the Notice of Mechanic's Lien was filed, and as described by "**Exhibit A**" which is attached hereto and made a part hereof by reference.
3. Upon information and belief, the transactions complained of herein occurred in Greenville County, South Carolina and the Real Property which is the subject matter of this Complaint is situated in Greenville County, South Carolina and is subject to the remedy of foreclosure of the underlying Mechanic's Lien and therefore subject to the In Rem jurisdiction of

the courts of Greenville County along with subject matter jurisdiction of the alternative averments of this Complaint.

4. For the forgoing reasons jurisdiction and venue are proper with this court.

**FOR A FIRST CAUSE OF ACTION  
(FORECLOSURE OF MECHANIC'S LIEN)**

5. The Plaintiff reiterates and re-alleges the prior allegations of this Complaint as if repeated herein verbatim.

6. That on or about October 20, 2023, the Plaintiff contracted with Defendants to perform repairs at 331 Loop Street Greenville, SC 29609 and to subsequently purchase said property from D & B Real Estate Ventures, LLC. (hereinafter, the "Contract" which is attached hereto as "**Exhibit B**"); said lands more specifically described as follows:

All that certain piece parcel or lot of land, situate, lying and being in the County of Greenville, State of South Carolina, on the eastern side of Maple Street near City of Greenville being shown as Lot No. 6, Block B on Plat at "Washington Heights", and being recorded in the ROD Office for Greenville County, SC in Plat Book M at Page 107 and being further shown on that certain Plat prepared for CR Capital Group, LLC prepared by W.E. Williams, Jr., Engr/Surveyor, Inc. dated May 11, 2012 and being depicted as 0.11 acres (4.778 square feet) said plat being recorded in the ROD Office for Greenville County in Plat Book 1141 at Page 3 on July 26, 2012

This being the same property conveyed to the Grantor by Deed of CR Capital Group, LLC dated February 27, 2013, recorded March 5, 2013, in Deed Book 2420 at Page 1717 in the ROD Office for Greenville County, SC.

And being the same property conveyed by Darius Jones to D & B Real Estate Ventures, LLC on March 10, 2016 and recorded in the ROD Office for Greenville County at Book DE 2483 Page 4473-4476.

Tax Map No. 0176-00-0.120.00

(hereinafter, the "Property").

7. That on or about Friday January 12, 2024, Plaintiff last provided labor and materials for construction of a building or improvements on the aforementioned property, pursuant to a

contract between the Plaintiff and Defendants and with the consent of the Defendants. On December 29, 2023, Plaintiff was informed that the title to said property had defects that would affect the lawful closing of the property.

8. That on Tuesday January 16, 2024, and within ninety (90) days of the last date of the final supply of labor and materials, the Plaintiff filed a Notice and Certificate of Mechanics Lien in writing in the Register of Deeds Office for Greenville County, State of South Carolina, in MI Book at Page against the aforementioned real property for the sum of Forty-Five Thousand Six Hundred Ten and 51/100 Dollars (\$45,610.51) for materials and labor furnished. (hereinafter, the ("Mechanic's Lien"). The filed Mechanic's Lien was served on the Defendant on January 16, 2024. The affidavit of service was filed in the Register of Deeds of Greenville County on January 16, 2024, (hereinafter, the "Affidavit of Service"). Said Notice and Certificate of Mechanic's Lien with Plaintiff's Statement of Account and the Affidavit of Service are attached hereto as "Exhibit A" and made a part hereof.

9. That said Notice and Certificate of Mechanic's Lien was duly verified and complied in all respects with the requirement of the South Carolina Code of Laws and was served on Defendant.

10. That each of the statements contained in the Notice and Certificate of Lien are accurate and true and Defendants, D & B Real Estate Ventures, LLC Darius Jones and Bradley Robinson, has refused to pay the sums due under said lien.

11. That said lien has not been canceled or otherwise discharged.

12. That the Plaintiff is informed and believes that it is entitled to a foreclosure of its Mechanic's Lien and subsequent payment of all debt due from the public sale of the real property which is the subject matter of this action.

13. That the Plaintiff is informed and believes that it is entitled to interest in the amount

due at the legal rate until paid.

14. That the Plaintiff is informed and believes that it is entitled to reasonable fees and costs for this action as provided for in the agreement between the parties and statutory law.

**FOR A SECOND CAUSE OF ACTION  
(QUANTUM MERUIT)**

15. The Plaintiff reiterates and re-alleges the prior allegations of this Complaint as if repeated herein verbatim.

16. Defendants promised to pay Plaintiff, on request, for the labor and materials provided by Plaintiff on behalf of said Defendants.

17. The Plaintiff did render the above-mentioned labor and materials to said Defendants.

18. The reasonable value of the above-mentioned labor and materials that were provided to said Defendant and still owing, and of which said Defendants had the benefit, is Forty-Five Thousand Six Hundred Ten and 51/100 Dollars (\$45,610.51).

19. The Plaintiff has demanded that said Defendant pay the sum mentioned above, but the Defendant refused, and continues to refuse to pay Plaintiff.

20. The Plaintiff is informed and believes that it is entitled to judgment against the Defendant in the amount of Forty-Five Thousand Six Hundred Ten and 51/100 Dollars (\$45,610.51) together with prejudgment and post judgment interest thereon and the attorney fees and costs of this action.

**FOR A THIRD CAUSE OF ACTION  
(UNJUST ENRICHMENT)**

21. The Plaintiff reiterates and re-alleges the prior allegations of this Complaint as if repeated herein verbatim.

22. The Defendant was unjustly enriched as a result of the labor and materials provided

by the Plaintiff.

23. The Plaintiff is informed and believes that it is entitled to a judgment against the said Defendants in the amount of Forty-Five Thousand Six Hundred Ten and 51/100 Dollars (\$45,610.51), together with pre judgment and post judgment interest thereon and the attorney fees and costs of this action.

**FOR A FOURTH CAUSE OF ACTION  
(BREACH OF CONTRACT)**

24. The Plaintiff reiterates and re-alleges the prior allegations of this Complaint as if repeated herein verbatim.

25. The Plaintiff and Defendants contracted to make improvements to real property located, in Greenville County, State of South Carolina and better described in "**Exhibit B**" which is attached hereto and made a part hereof. The agreed upon contract was due to serve the purchase of the property by improving the value thereof. Plaintiff and Defendants agreed to theses terms. On December 29, 2023 attorney Andrew Jones notified Plaintiff that his firm would not be perfecting the closing of 331 Loop St Greenville, SC 29609 because of "issues" with the title.

26. The Plaintiff performed all that was required on its part to be performed and demanded payment from said Defendants. Said Defendants have not paid the Plaintiff and there remains a balance due of Forty-Five Thousand Six Hundred Ten and 51/100 Dollars (\$45,610.51).

27. Defendants have refused and continues to refuse to pay the Plaintiff what is due under the contract of the parties as referenced herein.

28. By reason of the breach of the Defendants, the Plaintiff has sustained damages in the amount of Forty-Five Thousand Six Hundred Ten and 51/100 Dollars (\$45,610.51).

29. The Plaintiff is informed and believes that it is entitled to judgment against said Defendants in the amount Forty-Five Thousand Six Hundred Ten and 51/100 Dollars (\$6,610.51),

Photo 1



10/31/2023 11:19 AM

image001

together with pre judgment and post judgment interest thereon and the attorney fees and costs of this action.

**FOR A FIFTH CAUSE OF ACTION  
(Failure to Comply with S.C. Code of Laws §27-1-15)**

30. The Plaintiff reiterates and re-alleges the prior allegations of this Complaint as if repeated herein verbatim.

31. Plaintiff expended labor, services and materials under contract with Defendants to make improvements to Defendant's Property and has made just demand by hand delivery and by certified mail for the payment for such services. ("**Exhibit C**"; § 27-1-15 Demand).

32. Defendants have failed to make a reasonable and fair investigation of any sums due under such demand or pay over any portion of the claim or otherwise comply with S.C. Code of Laws § 27-1-15.

33. As such, Defendants are liable to Plaintiff in the amount of Forty-Five Thousand Six Hundred Ten and 51/100 Dollars (\$45,610.51), together with pre judgment and post judgment interest thereon and the attorney fees and costs of this action.

**FOR A SIXTH CAUSE OF ACTION  
(Misrepresentation)**

34. Defendants deliberately misrepresented that the correct and truthful status of the title to 331 Loop Street Greenville SC bearing Tax Map No. 0176-00-0.120.00. Plaintiff will evidence demonstrating that the title to this property is not unencumbered. According to attorneys Bracknell Shuler and Andrew Jones Jr., stated to Plaintiff that the title to this property is not clear to close with title insurance. Defendants intentionally misrepresented to Plaintiff that there was a recent title search prior to Plaintiff contract.

**WHEREFORE**, the Plaintiff prays as follows:

- A. For a foreclosure of the Plaintiff's Mechanic's Lien against the property described hereinabove, including the sale of such property and the application of the proceeds of such sale to the satisfaction of the indebtedness due the Plaintiff together with interest, attorney fees and costs, under its first cause of action; and
- B. In the alternative, for a judgment against the Defendants in the amount of Forty-Five Thousand Six Hundred Ten and 51/100 Dollars (\$45,610.51), together with pre judgment and post judgment interest thereon and the attorney fees and costs of this action pursuant to the Plaintiff's Second, Third, Fourth, Fifth and Sixth Causes of Action.
- C. Forty-Five Thousand Six Hundred Ten and 51/100 Dollars (\$45,610.51), together with pre judgment and post judgment interest thereon and the attorney fees and costs of this action pursuant to Plaintiff's Fifth Cause of Action.
- D. For attorneys' fees and costs pursuant to the terms of the Contract and statutory law ;
- E. For such other and further relief as this Court may deem just and proper.

Respectfully submitted,

/s/ Christopher Jones   
Christopher Jones  
330 East Coffee Street  
Greenville, South Carolina 29601  
(864) 371-0989

Greenville, South Carolina  
January 16, 2024

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

IN THE COURT OF COMMON PLEAS  
THIRTEENTH JUDICIAL CIRCUIT

24 JAN 17 PM 4:01  
Brice Garrett CCC GVL SC

Christopher Jones,

Plaintiff,

VS.

D & B REAL ESTATE VENTURES, LLC

DARIUS JONES,

BRADLEY ROBINSON

ET AL;

Defendants

LIS PENDENS

CIVIL ACTION NO.

2024LP2300058

TO: THE ABOVE NAMED DEFENDANTS

NOTICE IS HEREBY GIVEN, that pursuant to S.C. Code Ann. 15-11-10, this Lis Pendens, is filed contemporaneously with an action commenced by the above-named and referenced Plaintiff against the above-named and referenced Defendants for the purpose of foreclosing the following: a Mechanic's Lien. This property being more fully described in "Exhibit A" attached hereto and incorporated by reference.

January 16, 2024

Respectfully Submitted,



Christopher Jones, Lien Administrator

330 East Coffee Street

Greenville, South Carolina 29601

864-371-0989

sc.equitylaw@gmail.com

# EXHIBIT A

**PREPARED BY, RECORDING  
REQUESTED BY AND RETURN TO:**  
Christopher Jones  
330 east Coffee Street  
Greenville, South Carolina 29601

**IN THE REGISTER OF DEEDS OFFICE  
GREENVILLE COUNTY SOUTH CAROLINA**

**Christopher Jones,**

**PETITIONER**

**VS.**

**D & B Real estate Ventures, LLC  
Tax Map #0176-00-0.120.00**

**RESPONDENTS**

**NOTICE OF MECHANIC'S LIEN  
AND MECHANIC'S LIEN  
QUANTUM MERUIT**

**By Virtue of Civil Action No.**

**TO: Register of Deeds of Greenville County**

**TO OWNER: D & B Real Estate Ventures, LLC  
535 Climbing Rose Court  
Fountain Inn, SC 28644  
Greenville County South Carolina 29644**

**FROM CLAIMANT: Christopher Jones**

Claimant, Christopher Jones furnished the following Labor, Materials or Services:  
Construction Services, Finances, Material, Labor and Funds.

1. By virtue of a duly executed, legally binding verbal and written contract and approval, Claimant contracted with other contractors and subcontractors to improve the above-mentioned property by purchasing materials, installing materials, assist with new addition design-build home, pre-engineering, infrastructure work, negotiations, and consulting, installing HVAC hardware, new electrical, plumbing, insulation, clearing & cutting trees and provided comprehensive planning for residential housing occupancy. Darius Jones and Bradley Robinson for D & B Real Estate Ventures, LLC assured Petitioner that the funds would be paid to the Petitioner by Respondents. The Respondents proposed to reimburse Petitioner for the funds he committed to this property. Petitioner has provided materials, services and finances up until this date to the property located at 331 Loop Street

2024002676 6 Pgs  
M/LIEN Book: MI 0157 Page: 0241 - 0246  
January 16, 2024 04:23:22 PM  
Rec: \$25.00  
FILED IN GREENVILLE COUNTY, SC *File of Henry*

Greenville, SC 29609. As of the time of the filing of this document, Claimant Christopher Jones has not received payment, nor due consideration.

2. Labor, finances, material, and services were furnished in connection with improvement and operations of the property located **331 Loop Street Greenville, South Carolina 29609**

3. **Tax Map #0176-00-0.120.00** in the County of Greenville. A legal description of the property is attached as Exhibit "A".

The name and address **D & B Real Estate Ventures, LLC 331 Loop Street Greenville, SC 29609**

4. Claimant claims a Mechanic's Lien against the said property for the amount of **\$45,610.51** by virtue and authorization of the Owners along with a legally binding agreement, and authorization to perform the work. Claimants contracted with D & B Real Estate Ventures, LLC for the benefit of the property and the Owners Darius Jones and Bradley Robinson.

Dated: January 16, 2024; Christopher Jones, Lien Administrator, 330 East Coffee Street Greenville, SC 29601:

By:  Christopher Jones, Lien Administrator

I am \_\_\_ am not XX required to be licensed or registered as required by South Carolina Code Annotated § 29-5-15.

**STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE**

I, *TYRONE L. WARNER*, a Notary Public for South Carolina, do hereby certify that *CHRISTOPHER JONES*, personally sworn to before me this day and duly executed the foregoing statements.

Witness my hand and official seal this the *16* day of *JANUARY*, 20*24*.



  
Notary Public for South Carolina

My Commission Expires:

*AUG 10, 2033*

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

Christopher Jones,

PETITIONERS

VS.

D & B Real Estate Ventures, LLC

Darius Jones

Bradley Robinson

RESPONDENTS

VERIFIED STATEMENT OF ACCOUNT

By Virtue of Civil Action No. \_\_\_\_\_

VERIFIED STATEMENT OF ACCOUNT

South Carolina Code Annotated § 29-5-15

Account Balance as of January 16, 2024: \$45,610.51

Payment Received: None

Account Balance as of January 16, 2024: \$45,610.51

\*Plus Interest, attorney's fees and costs.

I HEREBY CERTIFY that the foregoing is a true and correct statement of account due to  
Petitioners in connection with this Mechanics' Lien.

PETITIONER:

Christopher Jones, 331 east Coffee Street Greenville, SC 29601

By: \_\_\_\_\_ Christopher Jones, Lien Administrator

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

I, TYRONE L. WARNER a Notary Public for South Carolina, do hereby certify that

Christopher Jones, personally sworn to before me this day and duly executed  
the foregoing statements.

Witness my hand and official seal this the 16 day of JANUARY, 2024.

Notary Public for South Carolina

My Commission Expires: AUG 10, 2033

# EXHIBIT B

END OF  
FILING



# ADDENDUM/AMENDMENT TO

☒ **AGREEMENT/CONTRACT TO BUY AND SELL REAL ESTATE** [☐ **OFFER** OR ☐ **COUNTEROFFER**] OR  
☐ **RESIDENTIAL RENTAL AGREEMENT** OR ☐ **OTHER:** \_\_\_\_\_  
**COVERING THE** ☐ **REAL PROPERTY** ☐ **PREMISES** ☐ **BUSINESS** ☐ **OTHER:** \_\_\_\_\_

Further described or commonly known as:

Address 331 Loop St Unit # \_\_\_\_\_  
City Greenville State of South Carolina  
Other \_\_\_\_\_ TMS 0176000105500

The undersigned Parties hereby agree as follows: To move the closing date on or before December 30, 2023

**EXPIRATION OF OFFER:** When signed by a Party and intended as an offer or counter-offer, this document represents an offer to the other Party that may be rescinded any time prior to or expires at \_\_\_\_\_ ☐ AM ☐ PM on \_\_\_\_\_ unless accepted or counter-offered by the other Party in written form Delivered prior to such deadline.

Parties are solely responsible for obtaining legal advice prior to entering into this Contract and counsel as required.

IN WITNESS WHEREOF, this Agreement has been duly executed by the Parties.

**BUYER:** Christopher Jones 12/09/2023 **Date:** \_\_\_\_\_ **Time:** \_\_\_\_\_  
Equity Works LLC, Christopher Jones

**BUYER:** \_\_\_\_\_ **Date:** \_\_\_\_\_ **Time:** \_\_\_\_\_

\_\_\_\_\_ **Date:** \_\_\_\_\_ **Time:** \_\_\_\_\_

\_\_\_\_\_ **Date:** \_\_\_\_\_ **Time:** \_\_\_\_\_

**SELLER:** Darius Jones 12/11/2023 **Date:** \_\_\_\_\_ **Time:** \_\_\_\_\_  
D and B Real Estate Investments LLC

**SELLER:** \_\_\_\_\_ **Date:** \_\_\_\_\_ **Time:** \_\_\_\_\_

\_\_\_\_\_ **Date:** \_\_\_\_\_ **Time:** \_\_\_\_\_

\_\_\_\_\_ **Date:** \_\_\_\_\_ **Time:** \_\_\_\_\_

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AGREEMENT/CONTRACT: TO BUY AND SELL REAL ESTATE  
(RESIDENTIAL)

PARTIES ARE SOLELY RESPONSIBLE FOR OBTAINING LEGAL ADVICE PRIOR TO SIGNING THIS CONTRACT AND DURING THE TRANSACTION. REAL ESTATE LICENSEES RECOMMEND OBTAINING LEGAL COUNSEL.

1. **PARTIES:** This legally binding Agreement ("Contract") To Buy and Sell Real Estate is entered into by:

Buyer(s), Equity Works LLC, Christopher Jones

Seller(s), D and B Real Estate Investments LLC, ("Buyer"), and

(A) "Party" - defined as either Buyer or Seller, "Parties" defined as both Buyer and Seller. ("Seller").

(B) "Brokers" are licensed South Carolina brokers-in-charge, their associated real estate licensees, and their subagents.

(C) "Closing Attorney" - is the licensed South Carolina attorney selected by Buyer to coordinate the transaction and Closing. Guest and Brady Attorney at Law

(D) "Effective Date" - the final date upon which a Party to the negotiation places the final and required signatures and/or initials and date on this Contract and Delivers Notice to initially cause this primary Contract to be binding on all Parties.

(E) "Good Funds" - is the transfer of the required amount of United States Dollars (USD) within any required timeframe.

(F) "Time" - all time stated shall be South Carolina local time. Time is of the essence with respect to all provisions of this Contract stipulating time, deadline, or performance periods.

☐ BUYER ☐ SELLER IS A SOUTH CAROLINA REAL ESTATE LICENSEE

CJ (initials) BUYER(s) acknowledges receipt of the SC Disclosure of Brokerage Relationships form and is receiving ☐ Client ☒ Customer service in this transaction.

DJ (initials) SELLER(s) acknowledges receipt of the SC Disclosure of Brokerage Relationships form and is receiving ☒ Client ☐ Customer service in this transaction.

2. **PURCHASE PRICE:** \$ 113,000.00

One Hundred Thirteen Thousand

Payable by transfer of Good Funds via ☐ Finance or ☐ a combination of Finance and Cash USD or ☒ Cash USD.

Verification of Cash available for Closing is ☐ attached ☐ not attached ☐ to be Delivered before

This Contract ☐ is ☒ is not contingent upon the sale and closing of Buyer's real property and SCR504 ☐ is ☒ is not attached.

3. **PROPERTY:** Hereby acknowledging sufficient good Contract consideration (e.g. mutual promises herein), Seller will sell and convey and Buyer will buy for the Purchase Price any and all lot or parcel of land, appurtenant interests, improvements, landscape, systems, and fixtures if any thereon and further described below ("Property"). Seller agrees to maintain in operable condition the Property and any personal property conveying in same operable condition, including any landscaping, grounds and any agreed upon repairs or replacements, from the Effective Date through Closing subject to normal operable wear and tear. Buyer acknowledges opportunity to inquire about owners association issues, common area issues, condominium master deed issues, assigned parking/storage areas, memberships, lease issues and financed equipment prior to signing Contract. Leasing issues and items and financed equipment see Adjustments (e.g. tenants, leases, future vacation renters, SC vacation rental act reservations, rents, deposits, documents, solar panels, fuel tanks with fuel, alarm systems, satellite equipment, roll carts).

Address 331 Loop St Unit #  
City Greenville State of South Carolina  
Zip 29609 County of Greenville  
Lot Block Section/Phase Subdivision  
Other Tax Map 0176000105500

Parties agree that no personal property will transfer as part of this sale, except described below and/or ☐ in attachment(s):

[ CJ ] BUYER [ ] BUYER [ DJ ] SELLER [ ] SELLER  
[ ] BUYER [ ] BUYER [ ] SELLER [ ] SELLER

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**4. CONVEYANCE/CLOSING/POSSESSION:** "Closing" occurs when Seller conveys Property to Buyer and occurs no later than 5 PM on or before November 30, 2023 ("Closing Date"). Conveyance shall be fee simple made subject to all easements, reservations, rights of way, restrictive covenants of record (provided they do not make the title unmarketable or adversely affect the use/value of the Property in a material way) and to all government statutes, ordinances, rules, permits, and regulations. Seller agrees to convey marketable title with a properly recorded general warranty deed free of encumbrances and liens except as herein stated; and in name(s): Equity Works LLC

and ownership type determined by Buyer. The deed shall be delivered to the Closing Attorney's designated place on or before the Closing Date no later than 10 AM. Seller agrees to pay all statutory deed recording fees. Parties agree the Brokers shall have access to the closing and relevant documents; and the Brokers shall be given copies of the settlement statement prior to Closing for review. Parties agree to hire/use licensed Attorney(s). Seller shall convey possession of a vacant and reasonably clean Property, free of debris, along with all keys, codes, any remote controls, available documents (e.g. manuals, equipment warranties, service information) and similar ownership items to Buyer at Closing.

**5. EARNEST MONEY:** Total \$ 1,000.00 (USD) Earnest Money is paid as follows: \$ 1,000.00 accompanies this offer and \$ \_\_\_\_\_ will be paid by 6 P.M. on November 3, 2023 (date) and Earnest Money is in the form of ☒ check ☐ cash ☐ other (e.g. wire) \_\_\_\_\_ to be a Credit to Buyer at Closing or disbursed only as

Parties agree in writing or by court order or by Contract or as required for Closing by Closing Attorney. Buyer and seller authorize Guest and Brady Attorney at Law as Escrow Agent to deposit and hold and disburse earnest money according to the terms of any separate escrow agreement, the law, and any regulations. Broker does not guarantee payment of a check or checks accepted as earnest money. Parties direct escrow agent to communicate reasonable information confirming receipt and status of earnest money upon a Broker request. If Earnest Money is not delivered by the agreed upon date above Seller may terminate the contract by delivering Notice of Termination to the Buyer.

**THE PARTIES UNDERSTAND AND AGREE THAT UNDER ALL CIRCUMSTANCES INCLUDING DEFAULT, ESCROW AGENT WILL NOT DISBURSE EARNEST MONEY DEPOSIT TO EITHER PARTY UNTIL BOTH PARTIES HAVE EXECUTED AN AGREEMENT AUTHORIZING THE DISBURSEMENT (e.g. SCR518, SCR517, MEDIATION AGREEMENT) OR UNTIL A COURT OF COMPETENT JURISDICTION HAS DIRECTED A DISBURSEMENT. EARNEST MONEY WILL NOT BE DISBURSED UNTIL DETERMINED TO BE GOOD FUNDS. IF LEGAL ACTIONS OCCUR RELATED TO EARNEST MONEY, PARTY RECEIVING THE LEAST AMOUNT OF EARNEST MONEY IN THE COURT'S DISBURSEMENT ORDER AGREES TO INDEMNIFY ESCROW AGENT'S FEES, COURT COSTS AND ATTORNEY FEES. IF INTERPLEADER IS TO BE UTILIZED, PARTIES AGREE THAT \$ \_\_\_\_\_ SHALL BE PAID TO THE ESCROW AGENT BY THE PARTIES AS COMPENSATION BEFORE ESCROW AGENT INITIATES COURT OF COMPETENT JURISDICTION PROCEEDINGS ON EARNEST MONEY.**

**6. TRANSACTION COSTS:**  
**A. TRANSACTION COSTS**

Unless otherwise agreed upon in writing, Buyer will pay Buyer's transaction costs and Seller pay Seller's transaction costs.

- 1) Buyer's transaction costs include all costs and closing costs resulting from selected financing, pre-paid recurring items, insurance (including but not limited to mortgage insurance, title insurance lender/owner, flood, insurance, and hazard insurance) discount points, interest, non-recurring closing costs, title exam, FHAVA allowable costs, fees and expenses of Buyer's attorney, contractually required real estate broker compensation, and the cost of any inspector, appraiser, or surveyor.
- 2) Seller's transaction costs include deed preparation, deed recording costs, deed stamps/tax/recording costs calculated based on the value of the Property, all costs necessary to deliver marketable title and payoffs, satisfactions of mortgages/liens and recording, property taxes prorated at Closing, contractually required real estate broker compensation, and fees and expenses of Seller's attorney.
- 3) The following costs in addition to the costs above will be the considered ☐ Seller's or ☒ Buyer's transaction costs. If no box is checked these costs will be added to Seller's transaction costs.
  - a) All costs to obtain information from or pertaining to owners' association (e.g. printing or document fees charged to requesting party by the HOA)
  - b) Private and/or Public Transfer Fees
  - c) Any costs similar to transfer fees (e.g. certificate of assessment, capital contributions, working capital, estoppel fees or otherwise named but similar fees)

☒ BUYER ☐ BUYER ☒ SELLER ☐ SELLER  
☐ BUYER ☐ BUYER ☐ SELLER ☐ SELLER

- 4) At Closing, Seller will pay Buyer's transaction costs not to exceed \$ \_\_\_\_\_, which includes non-allowable costs first and then allowable costs (FHA/VA). Buyer is responsible for any Buyer's transaction costs exceeding this amount. If the amount exceeds the actual amount of those costs or amount allowed by Lender, then any excess funds will revert to Seller. Seller will also provide or pay for all of Seller's transaction costs. If no Closing, Buyer is responsible for Buyer's transaction costs and Seller responsible for Seller's transaction costs.

**HOA dues and assessments are not considered transactions costs and are addressed by the closing attorney as needed per paragraph 22. A transfer fee is a nonrecurring fee that is being assessed solely because of a transfer in property ownership.**

**B. HOA Assessments (Special, Nonrecurring, Unexpected, Non-Budgeted, Etc.)**

**This does not apply to HOA Dues or Membership Fees. Select only one of the Following Options**

- ☐ Option 1: Special assessments approved prior to Closing shall be the responsibility of the Seller. Special Assessments approved after Closing shall be the responsibility of the Buyer. Any remainder of the balance due on a Special Assessment approved prior to closing will be paid in full by the Seller at Closing.
- ☐ Option 2: Seller shall be responsible for the portion of any Special Assessments approved prior to Closing that are due in the calendar year of Closing. Any remaining Special Assessment payments in subsequent years are the responsibility of the Buyer. Parties direct Closing Attorney to make the appropriate adjustments per Paragraph 22 of this agreement. Special Assessments approved after Closing shall be the responsibility of the Buyer.

7. **FINANCE:** Buyer's obligation under this Contract ☐ is ☒ is not contingent upon obtaining financing of a ☐ 30 year or ☐ 15 year or ☐ other \_\_\_\_\_ purchase money loan at reasonable prevailing market terms with loan(s) equal in amounts to a maximum \_\_\_\_\_ % of the Purchase Price or Appraised Value whichever is lower. ("Financing Contingency"). Financing Contingency expires at Closing ("Financing Period"). Buyer must make timely good faith efforts to apply for and obtain financing while refraining from contrary actions ("Financing Effort"). In a timely manner, Buyer shall inform Seller and Brokers of pertinent financing issues and authorize Buyer's Lender to disclose pertinent loan information to Seller and Brokers ("Financing Disclosure"). Buyer shall apply for financing by \_\_\_\_\_ (date) and shall Deliver Notice to Seller of reasonable pre-final loan approval (e.g. pre-approval letter, initial approval letter) that contains no unreasonable credit, income, or asset conditions by \_\_\_\_\_ (date) (no repairs required prior to this Notice). Final loan approval occurs when Lender funds loan(s). If the Buyer changes their Lender during the Financing Period they must notify the seller in writing within \_\_\_\_\_ calendar days. Absent written approval by the Seller, Buyer cannot change lender if the closing date agreed upon in Paragraph 4 will change as a direct result. If a Lender subsequently declines or fails to approve financing, the Buyer shall notify the Seller and Brokers as soon as possible. If the Seller and Brokers are notified of inability to obtain financing during the Financing Period, either Party may terminate this Contract by Notice.

Lender (may change): \_\_\_\_\_ ☐ FHA ☐ VA ☐ Conventional ☐ Seller  
☐ Other \_\_\_\_\_. An FHA VA Financing Addendum ☐ is ☐ is not attached. Additional financing terms  
☐ are ☐ are not attached.

**8. DUE DILIGENCE:**

The DUE DILIGENCE PERIOD begins upon the Effective Date and shall expire at 6 P.M. on November 10, 2023 (date). Any extension to this date must be made in writing and agreed to by both Parties.

During the Due Diligence Period, Buyer may take timely/prudent steps to help Buyer/Inspectors, Seller/Estimators, and REALTORS® all have adequate time for: Buyer to coordinate Inspections and Repair Requests, Seller to obtain Repair estimates, Buyer and Seller to negotiate Repairs, and Buyer to potentially timely/properly Due Diligence terminate or buy.

**During the Due Diligence Period, Seller agrees Buyer may rely on the following list of five items in accordance with Contract and laws. Buyer is solely responsible for Inspections. Buyer is not required to Inspect. Until Buyer timely/properly terminates the Contract or the Parties agree on an amended Contract, the Buyer can rely on #1, #2, #3, #4, and #5. TIME IS OF THE ESSENCE. Delivering a Repair Request does not extend the Due Diligence Period.**

- (1) Conduct/obtain Inspections [e.g. on site conditions, off site conditions]
- (2) Deliver Repairs Requests Notice to Seller [e.g. SCR525 with all repair requests, all/portions of reports]
- (3) Proceed under amended Contract [e.g. SCR310 and SCR525, SCR390, SCR391]
- (4) Proceed under As Is Contract [e.g. Buyer desires to buy anyway, Buyer wants Property without Repair]
- (5) Terminate Contract by timely/properly Delivering "Notice of Termination" and "Termination Fee" to Seller within the Due Diligence Period.

[ C1 ] BUYER [ \_\_\_\_\_ ] BUYER [ D1 ] SELLER [ \_\_\_\_\_ ] SELLER  
 [ \_\_\_\_\_ ] BUYER [ \_\_\_\_\_ ] BUYER [ \_\_\_\_\_ ] SELLER [ \_\_\_\_\_ ] SELLER

**TERMINATION:** During the Due Diligence Period, Buyer may unilaterally terminate this Contract only by Delivering to the Seller both Notice of Termination and a Termination Fee of \$ \_\_\_\_\_ USD Good Funds.

**DURING THE DUE DILIGENCE PERIOD, SHOULD BUYER FAIL TO OBTAIN A NEW/AMENDED CONTRACT WITH THE SELLER OR BUYER FAIL TO TIMELY/PROPERLY DUE DILIGENCE TERMINATE THE CONTRACT DURING THE DUE DILIGENCE PERIOD:** The Buyer agrees to buy and Seller agree to sell the Property AS IS. Parties agree "As Is" means Buyer buys the Property for the Purchase Price while Seller maintains the Property from the Effective Date through Closing subject to normal wear otherwise without repair or replacement and sells the Property for the Purchase Price unless otherwise agreed in writing by the Parties in this Contract.

**9. INSPECTION/REINSPECTION RIGHTS:** Buyer and SC licensed and insured inspectors ("Inspectors") reasonably perform any reasonable ultimately non-destructive examination and make reasonable record of the Property with reasonable Notice to Seller through Closing including investigations of off-site conditions and any issues related to the Property at Buyer Expense ("Inspections"). Buyer and persons they choose may make reasonable visual observations of Property.

Sellers will make the Property accessible for inspection and not unreasonably withhold access, unless otherwise agreed in writing by the Parties. Seller will grant the Buyer the right to perform a final walkthrough inspection of the property within 48 hours prior to the closing date. Seller will keep all utilities operational through Closing unless otherwise agreed:

☒ Seller grants Buyer permission to connect utilities, pay for utilities, and hire professionals (e.g. electricians, plumbers) to safely connect and operate the utilities during the Inspections

Other \_\_\_\_\_ ☐ see attached.

Buyer will hold harmless, indemnify, pay damages and attorneys fees to Seller and Brokers for all claims, injuries, and damages arising out of the exercise of these inspection rights. Seller will hold harmless, indemnify, pay damages and attorneys fees to Brokers for all claims, injuries, and damages arising out of the exercise of these inspection rights. Brokers recommend that Parties obtain all inspections as soon as possible. Brokers recommend that Parties and Inspectors use insurance to manage risk.

#### 10. APPRAISED VALUE:

☐ This Contract is contingent upon the Property being valued according to the Lender's appraisal or other appraisal as agreed upon by the Parties ("Appraised Value") for the Purchase Price or higher. If the Parties are made aware that the Appraised Value is less than the Purchase Price and the Seller Delivers Notice to the Buyer within 5 Calendar Days or Closing (whichever earliest) of an amendment to reduce the Purchase Price to the Appraised Value, the Parties agree to proceed to Closing under terms of this Contract with the Purchase Price amended to be the Appraised Value. If Seller is aware and refuses to reduce as stated above, Buyer may proceed to Closing or terminate this Contract by Delivering Notice of Termination to the Seller.

☒ This Contract is not contingent upon the Property being valued at an Appraised Value according to the Lender's appraisal or other appraisal as agreed upon by the Parties for the Purchase Price or more.

**11. WOOD INFESTATION REPORT:** If the Property to be sold has been previously occupied, this Contract is ☐ contingent ☒ not contingent upon the ☒ Buyer ☐ Seller having the Property inspected at their expense by a qualified/licensed/bonded pest control operator selected by the ☐ Buyer ☐ Seller. ☐ Buyer ☐ Seller shall deliver timely Notice of and shall deliver to Closing a CL100 Wood Infestation Report dated no earlier than 30 calendar days prior to Closing and no later than \_\_\_\_\_ calendar days prior to Closing. If the Buyer is responsible for having the Property inspected as indicated above, but does not have the Property timely inspected for the report's required Delivery time frame, the Buyer waives any and all rights under the terms of this section. The Seller makes no warranties with regard to matters covered by such infestation report or any other improvement unless specifically stated in this Contract.

If the wood infestation report reveals the presence or indication of or damages by termite infestation or other wood destroying organisms, Seller shall remedy such deficiencies and shall furnish the Buyer with a CL100 wood infestation report by a qualified/licensed/bonded pest control operator (dated no earlier than 30 calendar days prior to Closing) that the Property is free from infestation or any damage herein mentioned; or documentation that the infestation has been treated and damage has been repaired as appropriate in a workmanlike manner on or before closing and reported by an appropriate licensee. State law and regulations control CL100 issues. If the Seller does not make the repairs and treatment, the Buyer shall have the option to (1) accept the Property in its present condition, (2) negotiate with the Seller for the payment of these repairs and treatment, or (3) terminate this Contract by Delivering Notice of Termination to the Seller. If the Property to be sold has not been previously occupied, Seller shall certify that the Dwelling has been treated by soil poisoning for the prevention of termites and other wood destroying organisms and shall provide at Closing to the Buyer a written certification from a qualified/licensed/bonded pest control operator. The obligations of the Seller under this Section terminate after the Closing.

[ CJ ] BUYER [ \_\_\_\_\_ ] BUYER [ DJ ] SELLER [ \_\_\_\_\_ ] SELLER  
[ \_\_\_\_\_ ] BUYER [ \_\_\_\_\_ ] BUYER [ \_\_\_\_\_ ] SELLER [ \_\_\_\_\_ ] SELLER

**12. SURVEY, TITLE EXAMINATION, ELEVATION, INSURANCE:** Brokers recommend Buyer have Property surveyed, title examined, elevation/wetlands/beachfront determined, and appropriate insurance (e.g. flood, flood contents, hazard, liability, owner's title) effective at Closing. Unless otherwise agreed upon in writing by Parties, Buyer to obtain new insurance policies by Closing and Seller may cancel existing insurance after Closing. Flood Insurance, if required by Lender or at Buyer's option, shall be assigned to Buyer with permission of carrier and premium prorated to Closing. Buyers are solely responsible to investigate pricing, availability, coverage, and requirements of insurance (e.g. flood, flood contents, hazard, liability) for the property prior to signing Contract.

**13. SURVIVAL:** If any provision herein contained which by its nature or effect is required to be observed, kept, or performed after Closing, it will survive the Closing and remain binding upon for the parties hereto until fully observed, kept or performed.

**14. HOME WARRANTY COMPANY OPTIONAL COVERAGE ("HWC"):** Parties agree that a Home Warranty ordered by \_\_\_\_\_ with at least twelve months of coverage after Closing Date ☐ will ☒ will not be provided by Closing and \$ \_\_\_\_\_ will be paid by \_\_\_\_\_ to the Home Warranty Company.

Buyer to pay any deficit and surplus reverts to payor. Proposed HWC and type of HWC: \_\_\_\_\_  
**NOTICE: THIS IS TO GIVE YOU NOTICE THAT BROKERS HAVE/WILL/MAY RECEIVE COMPENSATION FROM HWC/OTHERS FOR REFERRAL/PROCESSING. YOU ARE NOT REQUIRED TO PURCHASE A HWC OR SIMILAR RESIDENTIAL SERVICE CONTRACT AND IF YOU CHOOSE TO PURCHASE SUCH COVERAGE YOU ARE FREE TO PURCHASE IT FROM ANOTHER PROVIDER.**

**15. FIRE OR CASUALTY OR INJURY:** In case the Property is damaged wholly or partially by fire or other casualty prior to Closing, Parties will have the right for 5 Calendar Days after Notice of damage to Deliver Notice of Termination to other Party. If Party does not Deliver Notice of Termination, the Parties proceed according to the Contract and Seller is to be responsible to (1) repair all damage, (2) remit to Buyer an amount sufficient for repairs, or (3) assign to Buyer the right to all proceeds of insurance and remit any deductible amount applicable to such casualty. If Buyer or Inspections caused the damage, Buyer is responsible for indemnifying Seller for damages. Brokers and Parties should ensure that they are protected by appropriate risk management strategies such as insurance.

**16. SC RESIDENTIAL PROPERTY CONDITION DISCLOSURE STATEMENT ("CDS") [check one]:**

☒ Buyer and Seller agree that Seller has Delivered prior to this Contract, a CDS to Buyer, as required by SC Code of Laws Section 27-50-10 et seq. If after delivery, Seller discovers a CDS material inaccuracy or the CDS becomes materially inaccurate due to an occurrence or circumstance; the Seller shall promptly correct this inaccuracy (e.g. delivering a corrected CDS to the Buyer/making reasonable repairs prior to Closing). Buyer understands the CDS does not replace Inspections. Buyer understands and agrees the CDS contains only statements made by the Seller. Parties agree the Brokers have met requirements of SC Code 27-50-70 and Brokers are not responsible or liable for any information in the CDS. CDS is not a substitute for the Buyers and Inspectors inspecting the Property (related issues/onsite/offsite) "Property issues" for all needs.

☐ Buyer and Seller agree that Seller will **NOT** complete nor provide a CDS to Buyer in accordance with SC Code of Law, as amended, Section 27-50-30, Paragraph (13). Buyers have sole responsibility to inspect Property issues for all their needs.

**17. LEAD BASED PAINT/LEAD HAZARDS:** If Property was built or contains items created prior to 1978, it may contain lead based hazards and Parties agree to sign "Disclosure of Information of Lead Based Paint and/or Lead Hazards" forms (e.g. SCR315) and give copies to Brokers. Parties acknowledge receiving and understanding the EPA pamphlet "Protect Your Family From Lead in Your Home." For their protection, Buyers should conduct/obtain Inspections of all Property issues per their needs.

**18. SEX OFFENDER/CRIMINAL INFORMATION:** Parties agree that Brokers are not responsible for obtaining or disclosing information in the SC Sex Offender Registry and no course of action may be brought against any Brokers for failure to obtain or disclose sex offender or criminal information. Buyer and Seller agree that they have sole responsibility to obtain their own sex offender, death, psychological stigma, clandestine laboratory, and crime information from sources (e.g. law enforcement, P.I., web). The Buyer may obtain information about the Sex Offender Registry and persons registered with the Registry by contacting the local county Sheriff or other appropriate law enforcement officials.

**19. TRUST ACCOUNT INTEREST/CHARITABLE CONTRIBUTION:** According to the South Carolina Real Estate Commission regulations and South Carolina laws, any interest earned from deposit to Closing on Buyer's earnest money deposit belongs to Buyer. It is understood that Broker ☐ may ☒ may not place deposited earnest monies into an interest bearing trust account. If Buyer's earnest money deposit is deposited into an interest bearing trust account, Parties agree that Broker will retain all interest earned in said account and may contribute some or all to a charitable enterprise.

[ CJ ] BUYER [ \_\_\_\_\_ ] BUYER [ DJ ] SELLER [ \_\_\_\_\_ ] SELLER  
 [ \_\_\_\_\_ ] BUYER [ \_\_\_\_\_ ] BUYER [ \_\_\_\_\_ ] SELLER [ \_\_\_\_\_ ] SELLER

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|-----------------------------------------|---|---------------------------------------|
| STATE OF SOUTH CAROLINA                 | ) | IN THE COURT OF COMMON PLEAS          |
|                                         | ) |                                       |
| COUNTY OF GREENVILLE                    | ) | C.A. No.: 2024-CP-23-00312            |
| Christopher Jones,                      | ) |                                       |
|                                         | ) |                                       |
| Plaintiff,                              | ) |                                       |
|                                         | ) | <b>DEFENDANTS' MOTION TO DISMISS,</b> |
| vs.                                     | ) | <b>or in the alternative,</b>         |
|                                         | ) | <b>MOTION FOR SUMMARY JUDGMENT</b>    |
| D & B Real Estate Ventures, LLC; Darius | ) |                                       |
| Jones ; Bradley Robinson,               | ) |                                       |
|                                         | ) |                                       |
| Defendants.                             | ) |                                       |
| _____                                   | ) |                                       |

Defendants, D & B Real Estate Ventures, LLC, Darius Jones and Bradley Robinson, by and through their undersigned attorney, hereby move this Court to dismiss each of the Plaintiff's causes of action as against Defendants, or in the alternative, to issue an order granting summary judgment in favor of Defendants on all claims. This motion is made pursuant to Rule 12(b) and Rule 56, South Carolina Rules of Civil Procedure, and is based on the Plaintiff's lack of standing due to his lack of licensure.

For these reasons, the Defendants, D & B Real Estate Ventures, LLC, Darius Jones and Bradley Robinson, respectfully request the Court to dismiss each of the Plaintiff's causes of action as against the Defendants, or in the alternative, to issue an order granting summary judgment in favor of Defendants on all claims.

Respectfully submitted this 7<sup>th</sup> day of February 2024.

HOLDER, PADGETT, LITTLEJOHN + PRICKETT, LLC

s/ M. Stokely Holder

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Greenville, SC

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

3

4 Christopher Jones, )

5 Plaintiff, )

6 Versus )

7 D&B Real Estate Ventures LLC et al )

8 Defendant. )

9

10 H E A R I N G

11

12 DATE: March 7, 2024

13

14 LOCATION: South Carolina Circuit Court 13

15

16 JUDGE: G.D. Morgan

17

18 TRANSCRIBED BY: ERIN REILLY

19

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**SC Court of Appeals**

## APPEARANCES:

Attorney for Plaintiff.

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Attorney for Defendant.

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Greenville, SC 29602

|   |                                      |    |
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| 1 | <u>INDEX</u>                         |    |
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## EXHIBITS

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(None marked)

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## PROCEEDINGS

1  
2 THE COURT: First matter Christopher Jones versus DB  
3 Real Estate Ventures, 2024CP2300312.

4 MR. HOLDER: Good morning?

5 THE COURT: Good morning.

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

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

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

12 MR. HOLDER: All right. Morning, Your Honor.  
13 Stokely Holder on behalf of the Defendants and to my right is  
14 Mr. Darius Jones, behind me is Mr. Bradley Robinson, both the  
15 named Defendants.

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

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

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

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

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

16 MR. HOLDER: Yes, Your Honor.

17 THE COURT: Okay.

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

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

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

6           THE COURT: It's sworn

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

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

10          MR. JONES: Taking that --

11          THE COURT: It's notarized.

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

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

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

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

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

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

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

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

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

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

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

24 MR. JONES: That's right.

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

1 improvements.

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

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

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

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

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

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

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

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

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

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

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

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

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

23 THE COURT: All right, Mr. Holder.

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

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

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

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

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

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

18 MR. JONES: Yes, sir.

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

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

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

14 THE COURT: All right, Mr. Jones?

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

21 THE COURT: What is your proper address appropriate?

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

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

25 MR. JONES: For?

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

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

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

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

12 THE COURT: Put that on, 309 what?

13 MR. JONES: Perry Avenue 29601.

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

20 MR. HOLDER: Thank you, Your Honor.

21 THE COURT: Thank you.

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

25 MR. JONES: Yes, sir.

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

2 MR. JONES: Yes, sir. Thank you.

3 [END OF HEARING]

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## 1 CERTIFICATE OF TRANSCRIBER

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

8  
9 I do further certify that I am neither of kin, counsel, nor  
10 interest to any party hereto.

11 August 3rd, 2024

12 ERIN REILLY

13 TRANSCRIBER  
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STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

IN THE COURT OF COURT OF COMMON PLEAS  
FOR THE 13<sup>TH</sup> JUDICIAL CIRCUIT

Christopher Jones

Case No. 2024-CP-23-0312

Plaintiffs,

vs.

D&B Real Estate Ventures, LLC  
Darius Jones  
Bradley Robinson

Defendant.

---

**PLAINTIFFS' RESPONSE AND OPPOSITION TO DEFENDANT'S  
MOTION TO DISMISS OR IN THE ALTERNATIVE, MOTION FOR  
SUMMARY JUDGMENT. PLAINTIFF SEEKS SUMMARY JUDGMENT**

---

**CHRISTOPHER JONES**  
330 East Coffee Street  
Greenville, SC 29601  
864-371-0989  
intljonesc@gmail.com  
Plaintiff

Plaintiff, Christopher Jones submits the following Brief in Opposition to Defendants' Motion to Dismiss the Complaint. For the reasons set forth below, Plaintiff Christopher Jones requests that this Court deny the Motion to Dismiss in its entirety. Plaintiff seeks summary judgment on the issues of (1) Misrepresentation (2) breach of Contract (3) Unjust Enrichment because Defendants have not disputed these facts, the Court must grant summary judgment in Plaintiffs' favor and deny Defendants' Motion in its entirety.

## INTRODUCTION

Plaintiff alleges in its Complaint:

1. That Defendant Darius Jones, Bradley Robinson and D&B Real Estate Ventures, LLC and Plaintiff entered into a **Purchase Contract** and **Promissory Note** regarding 331 Loop Street Greenville, SC 29609
2. That Defendants agreed to allow Plaintiff to take possession and improve the burned-out property prior to closing so as to improve the value of the property for the benefit of the loan process.
3. That once it was revealed that the title was encumbered and "not clear". On December 29, 2023 Attorney Andrew Jones informed the Plaintiff of the history and the many issues involving the title to this property. The Sale was canceled.
4. That Darius Jones and Bradley Robinson knew of the **issues** with the title when they entered into the Contract to purchase 331 Loop Street. But attempted to benefit from the cancellation of the Purchase Contract without paying the costs of the improvements to Christopher Jones.
5. That Darius Jones and Bradley Robinson verbally offered to purchase property with improvements back from Plaintiff because the property is worth more with improvements from Plaintiff for said amount. Verified by email and texts.
6. That Defendants freely entered into the Purchase Contract and Promissory Note to fraudulent entice Plaintiff to pay for improvements to the property. Defendants entered this contract with "Bad Faith" and fraudulent intent.

7. That Defendants and Plaintiff never specifically entered into a construction contract for work on the 331 Loop Street Property. The Parties DID execute and was guided by the Purchase Contract with clear and concise authorization for Plaintiff to “hire” professional contractors.
8. That Defendants made false and misleading statements regarding the status of the title to the property and concealed their true intent until well after Plaintiff facilitated the renovations.

The Complaint contains all this and more in page after page of detailed and concise allegations, quotes, texts, emails and exhibits. Trials have been won with less evidence. Under any reading of the applicable standard requiring particularity, Plaintiff meets and exceeds its pleading obligations.

Nevertheless, Defendants have moved to dismiss the Complaint, claiming that Chrsitopher Jones does not have standings to sue Defendants, that Plaintiff has not provided enough information for Defendants to defend themselves. Implicitly recognizing their motion is doomed under the actual 9(b) standard, Defendants instead create their own much higher evidentiary pleading standard. Standings is not required in a complaint to grant a motion to dismiss. But even under Defendant’s imaginary standard, Plaintiff’s Complaint is so thoroughly particularized that it must survive and Defendant’s motion must be dismissed.

## **ARGUMENT I.**

### **MOTION TO DISMISS STANDARD**

Rule 12(b)(6) SCRPC “permits the trial court to address the sufficiency of a pleading stating a claim; it is not a vehicle for addressing the underlying merits of the claim.” *Skydive Myrtle Beach, Inc. v. Horry Cnty.*, 426 S.C. 175, 826 S.E.2d 585, 587 (S.C. 2019).

“In considering a motion to dismiss pursuant to Rule 12(b)(6), SCRPC, the circuit court must base its ruling solely upon the allegations set forth on the face of the complaint.” *Skydive*,

826 S.E.2d at 587; *Charleston Cty. Sch. Dist. v. Harrell*, 393 S.C. 552, 557, 713 S.E.2d 604, 607 (2011); *see also Brown v. Leverette*, 291 S.C. 364, 366, 353 S.E.2d 697, 698 (1987) (“... solely upon the allegations set forth on the face of the complaint”).

“[A] well-pleaded complaint may proceed even if it strikes a savvy judge that actual proof of those facts is improbable, and that a recovery is very remote and unlikely.” *Skydive*, 826 S.E.2d at 587; *Bell Atl. Corp. v. Twombly*, 550 U.S. 544, 556, 127 S.Ct. 1955 1965, 167 L.Ed.2d 929, 940-41 (2007) (internal quotations omitted).

“A motion to dismiss under Rule 12(b)(6) tests the sufficiency of a complaint; importantly, it does not resolve contests surrounding the facts, the merits of a claim, or the applicability of defenses.” *Skydive*, 826 S.E.2d at 588; *Republican Party of N. Carolina v. Martin*, 980 F.2d 943, 952 (4th Cir. 1992).

At the Rule 12 stage, the first decision for the trial court is to decide only whether the pleading states a claim. *Skydive*, 826 S.E.2d at 588. Any plaintiff is “entitled to litigate the validity of its original pleading without having to convince the trial court of the merits of its underlying claim.” *Id.*

“A ruling on a motion to dismiss pursuant to Rule 12(b)(6) must be based solely on the factual allegations set forth in the complaint, and the court must consider all well-pled allegations as true. *Hotel & Motel Holdings, LLC v. BJC Enters., LLC*, 414 S.C. 635, 650, 780 S.E.2d 263 (S.C. App. 2015); *Fabian v. Lindsay*, 410 S.C. 475, 481, 765 S.E.2d 132, 136 (2014) (quoting *Disabato v. S.C. Ass’n of Sch. Adm’rs*, 404 S.C. 433, 441, 746 S.E.2d 329, 333 (2013)).

The Court must “construe the complaint in a light most favorable to the nonmovant and determine if the facts alleged and the inferences reasonably deducible from the pleadings would entitle the plaintiff to relief on any theory of the case.”

*Hotel & Motel Holdings*, 414 S.C. at 650 (quoting *Williams v. Condon*, 347 S.C. 227, 233, 553 S.E.2d 496, 499 (Ct. App. 2001)).

“If the facts and inferences drawn from the facts alleged in the complaint, viewed in the light most favorable to the plaintiff, would entitle the plaintiff to relief on any theory, then the grant of a motion to dismiss for failure to state a claim is improper.” *Hotel & Motel Holdings*, 414 S.C. at 650; *Clearwater Tr. v. Bunting*, 367 S.C. 340, 343, 626 S.E.2d 334, 335 (2006). “Furthermore, the complaint should not be dismissed merely because the court doubts the plaintiff will prevail in the action.” *Hotel & Motel Holdings*, 414 S.C. at 650 (quoting *Spence v. Spence*, 368 S.C. 106, 116–17, 628 S.E.2d 869, 874 (2006)).

A motion to dismiss under Rule 12(b)(6) should be granted *only* if it appears beyond a doubt that the plaintiff can prove no set of facts in support of its claim which would entitle it to relief. *Conley v. Gibson*, 335 U.S. 41, 48 (1957) (emphasis added); *see also* Fed. R. Civ. P. 12(b)(6); *Bell Atlantic Corp v. Twombly*, 550 U.S. 540, 570 (2007). A motion under Rule 12(b)(6) merely tests the legal sufficiency of a complaint, requiring a court to construe the complaint liberally, assume all facts as true, and draw all reasonable inferences in favor of the plaintiff. *Twombly*, 550 U.S. at 556-57. A complaint should never be dismissed because the court is doubtful that the plaintiff will be able to prove all of the factual allegations contained therein. *Id.* In cases such as this, which include claims for fraud, Rule 9(b) of the South Carolina Rules of Civil Procedure requires a more particular standard a complaint must meet, providing that “in all averments of fraud or mistake, the circumstances constituting fraud or mistake shall be stated with particularity.”

Contrary to what is seemingly advocated in Defendants Motion to Dismiss, Rule 9(b) does *not* raise the pleading standard to the level required to survive a motion for summary judgment or to prevail at trial, requiring Plaintiff to actually prove all material issues of its case; instead, Christopher Jones need only set forth the particular facts of the fraud, which at this stage must be accepted as true, to survive a motion for dismissal the Complaint.

Moreover, Defendants only state in their brief Motion to Dismiss that the Plaintiff lacks standing to sue and that the Complaint fails to state a claim. To begin, this is *no* ground for dismissal under Rule 12(b)(6). See *In re Initial Public Offering Sec. Litig.*, 241 F. Supp. 2d 281, 333 (S.D.N.Y. 2003). The Supreme Court recently articulated the appropriate standard a court must follow in deciding a motion to dismiss an action under 12(b)(6). First, a court must accept all factual allegations set forth in the complaint as true. *Tellabs, Inc. v. Makor Issues and Rights, Ltd.*, 551 U.S. 308, 322 (2007). Second, the court must consider the complaint in its entirety: “the inquiry . . . is whether all of the facts alleged, taken collectively, give rise to a strong inference of scienter, not whether any individual allegation, scrutinized in isolation, meets that standard.” *Id.* Finally, the court must conduct a comparative inquiry: “[a] complaint will survive if a reasonable person would deem the inference of scienter cogent and at least as compelling as any opposing inference one could draw from the facts alleged.” *Id.* at 324. The facts as alleged by Plaintiff more than adequately survive such a comparison.

Plaintiff’s Complaint particularly states facts that support each element of Plaintiff’s claims and thus withstands Defendant’s Motion to Dismiss. Plaintiff has set forth detailed allegations that fulfill each and every pleading requirement under 9(b) as suggested by the Seventh Circuit, answering the “who, what, when, where, and how” of the fraud. *Borsellino v. Goldman Sachs Group, Inc.*, 477 F.3d 502, 507 (7th Cir. 2007).

- Who? Darius Jones and Bradley Robinson for D&B Real Estate LLC,  
They have owned this property since 2016 and have not improved  
or renovated this property since first acquiring from family members.  
Darius Jones had this property gifted to him by family in 2013.  
They have never performed or has a title search performed on this property;  
and could not be certain of clear title.
- What? Devised a Collusive Real Estate Scheme, as defined in the Complaint, whereby  
Defendants would agree to purchase the property back with improvement and sell to  
Plaintiff's client/buyer after Plaintiff completes work.
- When? Beginning around September 23, 2023, and ending January 17, 2024 with the dates  
of each and every specific communication regarding the purchase and sale set forth  
in the Complaint;
- Where? In the jurisdiction of the Greenville County Court of Common Pleas regarding  
331 Loop Street. Defendants intentionally conspired to misrepresent the true  
owners of the property. The Real Estate Sale Agreement is in the name of D&B  
Real Estate Investments LLC and not D&B Real Estate Ventures, LLC
- How? Defendants intentionally misled and did with malicious intent sought to deprive  
Plaintiff of his money, time and resources without just compensation.

Because Plaintiff has met the pleading requirements articulated in Rule 9(b) and  
the South Carolina Rules of Civil Procedure standard for motion to dismiss.  
Defendants' Motion to Dismiss must be denied.

Motion to Dismiss is without merit and the Court should DENY the Motion.

- I. **CHRISTOPHER JONES ADEQUATELY PLEADED ITS CAUSES OF ACTION PURSUANT TO RULES 9(b) AND 12(b)(6) SCRPC AND THE MOTION FOR DISMISSAL SHOULD BE DENIED.**
- II. **PLAINTIFF CHRISTOPHER JONES MUST BE ALLOWED TO AMEND ITS CLAIMS TO CURE ANY PLEADING DEFECTS IN THE EVENT THE MOTION IS GRANTED**

## **BRIEF SUMMARY OF THE FACTS AND PROCEDURAL HISTORY**

The salient facts are undisputed and are established by the well pleaded allegations in Christopher Jones' Complaint. By filing their Motion to Dismiss or in the alternative, Motion for Summary judgment, Defendants admits that the improvements were made to the property and did not object or resist the improvement to the property. Thereby, Defendants seeks to be unjustly enriched by Plaintiff's paid for improvements/ These facts are undisputed.

The parties agree they entered a written, valid, and enforceable contract. D&B Real Estate agent wrote the purchase contract, to include the terms and conditions for either party to terminate the contract. The Purchase Contract was allowed to expired after the breach by the Defendants and Defendant Darius Jones proposed an option to compensate Plaintiff and agreed to purchase the Contract, property and improvements from Plaintiff. Plaintiff Christopher Jones filed this action alleging after Defendants failed to reimburse him for the wrongful termination and breach of that purchase contract.

Defendants responded to the Complaint with Motions for Dismissal and Summary Judgment. Defendants breached the contract by failing to deliver a good, clean, clear and marketable title pursuant to the purchase contract that meets reasonable quality standards and by failing to deliver reimbursement funds to Plaintiff.

Christopher Jones properly terminated negotiations and moved to enforce the provisions of the purchase contract due to Defendants' material breach. Defendants openly acknowledged receipt the notice of termination, and failed to hold Plaintiff harmless.

Beyond the breach of contract, Defendant's accompanying acts and omissions are also actionable. There is no dispute that Defendants failed to function as agreed. The Purchase Contract demonstrates that there are genuine issues of material facts in this case, therefore summary judgment for Defendants, must be denied as a matter of law.

### **CONCLUSION**

WHEREFORE, Plaintiff prays that the Court view the facts and evidence in the light most favorable to the Plaintiff. The Plaintiff in the case deserves summary judgment on the issue of misrepresentation and unjust enrichment because there are no disputes as to these issues.

For all reasons set forth above, Plaintiff respectfully requests that this Court deny Defendant's Motion to Dismiss and deny Defendants' Motion for summary judgment whereby the Defendant's Motion goes beyond the four corners of the Complaint. The Court should deny Defendant's motion in its entirety.

Dated this 5th day of March, 2024.

Respectfully submitted

Christopher Jones, Plaintiff  
330 East Coffee Street  
Greenville, SC 29601  
864-371-0989

# EXHIBIT A

STATE OF SOUTH CAROLINA )  
COUNTY OF GREENVILLE )

AFFIDAVIT OF SYLVESTER GOLDEN III

Personally appeared before me, Sylvester Golden, III first being duly sworn and testifies as follows:

1. I am over the age of Eighteen (18) and competent to make the following statements.
2. I make this affidavit on my own personal knowledge, information and beliefs.
3. I am the Licensed South Carolina Residential Builder (10702) and did contract with Christopher Jones for multiple projects since September 10, 2023.
4. I have been actively working with Christopher Jones regarding 331 Loop Street Greenville, SC 104 N. Line Street Ext Greer SC and 815 West Rutledge Ave Gaffney SC.
5. I am responsible for all disciplines of work at these locations.
6. Chris Jones provided me with his authorization to renovate 331 Loop Street Greenville SC
7. My subcontractors performed a number of tasks at 331 Loop Street including repairing the roof with new 25 year architectural shingles. Repair of the entire floor systems and all walls and bathrooms. To name a few.
8. I have been paid by Chris Jones and there are currently no outstanding balance for 331 Loop St.
9. I am available to give live Court testimony as to these specific facts.
10. I give this affidavit and statement under oath and under the penalties of perjury.
11. All Statements are true and correct.

  
Sylvester Golden, III  
609 Laurens Rd  
Greenville South Carolina 29605  
864-520-8436

Date: 3/6/24

Sworn to and subscribed before Me,  
This 6 day of MARCH

  
Notary Public For South Carolina

Notary Public for South Carolina  
My Commission Expires: Aug 10, 2033



[Print this page](#)

## Board: Residential Builders

**SYLVESTER GOLDEN III**

**GREENVILLE, SC 29607**

**Status:** ACTIVE

**License number:** 10702

**License type:** Home Builders

**Expiration:** 06/30/2024

**First Issuance Date:** 03/08/1991

**Bond on file expires:** 05/04/2024

### Board Public Action History:

| <a href="#">View Orders</a> |            | <a href="#">View Other License for this Person</a> |              |                |
|-----------------------------|------------|----------------------------------------------------|--------------|----------------|
|                             | Order Date | Name                                               | License Type | License Number |
| <a href="#">View</a>        | 5/14/2018  | GOLDEN, SYLVESTER III                              | RBB          | 10702          |
|                             |            |                                                    |              |                |

[File a Complaint against this licensee](#)

# **EXHIBIT B**

# **EXHIBIT B**



# **AGREEMENT/CONTRACT: TO BUY AND SELL REAL ESTATE (RESIDENTIAL)**

**PARTIES ARE SOLELY RESPONSIBLE FOR OBTAINING LEGAL ADVICE PRIOR TO SIGNING THIS CONTRACT AND DURING THE TRANSACTION. REAL ESTATE LICENSEES RECOMMEND OBTAINING LEGAL COUNSEL.**

**1. PARTIES:** This legally binding Agreement ("Contract") To Buy and Sell Real Estate is entered into by:

Buyer(s), Equity Works LLC, Christopher Jones

\_\_\_\_ ("Buyer"), and

Seller(s), D and B Real Estate Investments LLC,

\_\_\_\_ ("Seller").

- (A) "Party" - defined as either Buyer or Seller, "Parties" defined as both Buyer and Seller.
- (B) "Brokers" are licensed South Carolina brokers-in-charge, their associated real estate licensees, and their subagents.
- (C) "Closing Attorney" - is the licensed South Carolina attorney selected by Buyer to coordinate the transaction and Closing. Guest and Brady Attorney at Law
- (D) "Effective Date" - the final date upon which a Party to the negotiation places the final and required signatures and/or initials and date on this Contract and Delivers Notice to initially cause this primary Contract to be binding on all Parties.
- (E) "Good Funds" - is the transfer of the required amount of United States Dollars (USD) within any required timeframe.
- (F) "Time" - all time stated shall be South Carolina local time. **Time is of the essence with respect to all provisions of this Contract stipulating time, deadline, or performance periods.**

☐ **BUYER** ☐ **SELLER IS A SOUTH CAROLINA REAL ESTATE LICENSEE**

CJ (initials) **BUYER(s)** acknowledges receipt of the SC Disclosure of Brokerage Relationships form and is receiving ☐ Client ☒ Customer service in this transaction.

DJ (initials) **SELLER(s)** acknowledges receipt of the SC Disclosure of Brokerage Relationships form and is receiving ☒ Client ☐ Customer service in this transaction.

**2. PURCHASE PRICE: \$ 105,000.00**

One Hundred Five Thousand

Payable by transfer of Good Funds via ☐ Finance or ☐ a combination of Finance and Cash USD or ☒ Cash USD.

Verification of Cash available for Closing is ☐ attached ☐ not attached ☐ to be Delivered before \_\_\_\_\_.

This Contract ☐ is ☒ is not contingent upon the sale and closing of Buyer's real property and SCR504 ☐ is ☒ is not attached.

**3. PROPERTY:** Hereby acknowledging sufficient good Contract consideration (e.g. mutual promises herein), Seller will sell and convey and Buyer will buy for the Purchase Price any and all lot or parcel of land, appurtenant interests, improvements, landscape, systems, and fixtures if any thereon and further described below ("Property"). Seller agrees to maintain in operable condition the Property and any personal property conveying in same operable condition, including any landscaping, grounds and any agreed upon repairs or replacements, from the Effective Date through Closing subject to normal operable wear and tear. Buyer acknowledges opportunity to inquire about owners association issues, common area issues, condominium master deed issues, assigned parking/storage areas, memberships, lease issues and financed equipment prior to signing Contract. Leasing issues and items and financed equipment see Adjustments (e.g. tenants, leases, future vacation renters, SC vacation rental act reservations, rents, deposits, documents, solar panels, fuel tanks with fuel, alarm systems, satellite equipment, roll carts).

Address 331 Loop St Unit # \_\_\_\_\_  
 City Greenville State of South Carolina  
 Zip 29609 County of Greenville  
 Lot \_\_\_\_\_ Block \_\_\_\_\_ Section/Phase \_\_\_\_\_ Subdivision \_\_\_\_\_  
 Other \_\_\_\_\_ Tax Map 0176000105500

Parties agree that no personal property will transfer as part of this sale, except described below and/or ☐ in attachment(s):

[ CJ ] BUYER [ \_\_\_\_\_ ] BUYER [ DJ ] SELLER [ \_\_\_\_\_ ] SELLER  
 [ \_\_\_\_\_ ] BUYER [ \_\_\_\_\_ ] BUYER [ \_\_\_\_\_ ] SELLER [ \_\_\_\_\_ ] SELLER

**4. CONVEYANCE/CLOSING/POSSESSION:** "Closing" occurs when Seller conveys Property to Buyer and occurs no later than 5 PM on or before November 30, 2023 ("Closing Date"). Conveyance shall be fee simple made subject to all easements, reservations, rights of way, restrictive covenants of record (provided they do not make the title unmarketable or adversely affect the use/value of the Property in a material way) and to all government statutes, ordinances, rules, permits, and regulations. Seller agrees to convey marketable title with a properly recorded general warranty deed free of encumbrances and liens except as herein stated; and in name(s): Equity Works LLC

and ownership type determined by Buyer. The deed shall be delivered to the Closing Attorney's designated place on or before the Closing Date no later than 10 AM. Seller agrees to pay all statutory deed recording fees. Parties agree the Brokers shall have access to the closing and relevant documents; and the Brokers shall be given copies of the settlement statement prior to Closing for review. Parties agree to hire/use licensed Attorney(s). Seller shall convey possession of a vacant and reasonably clean Property, free of debris, along with all keys, codes, any remote controls, available documents (e.g. manuals, equipment warranties, service information) and similar ownership items to Buyer at Closing.

**5. EARNEST MONEY:** Total \$ 1,000.00 (USD) Earnest Money is paid as follows: \$ 1,000.00 accompanies this offer and \$ \_\_\_\_\_ will be paid by 6 P.M. on November 3, 2023 (date) and Earnest Money is in the form of ☒ check ☐ cash

☐ other (e.g. wire) \_\_\_\_\_ to be a Credit to Buyer at Closing or disbursed only as Parties agree in writing or by court order or by Contract or as required for Closing by Closing Attorney. Buyer and seller authorize Guest and Brady Attorney at Law as Escrow Agent to deposit and hold and disburse earnest money according to the terms of any separate escrow agreement, the law, and any regulations. Broker does not guarantee payment of a check or checks accepted as earnest money. Parties direct escrow agent to communicate reasonable information confirming receipt and status of earnest money upon a Broker request. If Earnest Money is not delivered by the agreed upon date above Seller may terminate the contract by delivering Notice of Termination to the Buyer.

**THE PARTIES UNDERSTAND AND AGREE THAT UNDER ALL CIRCUMSTANCES INCLUDING DEFAULT, ESCROW AGENT WILL NOT DISBURSE EARNEST MONEY DEPOSIT TO EITHER PARTY UNTIL BOTH PARTIES HAVE EXECUTED AN AGREEMENT AUTHORIZING THE DISBURSEMENT (e.g. SCR518, SCR517, MEDIATION AGREEMENT) OR UNTIL A COURT OF COMPETENT JURISDICTION HAS DIRECTED A DISBURSEMENT. EARNEST MONEY WILL NOT BE DISBURSED UNTIL DETERMINED TO BE GOOD FUNDS. IF LEGAL ACTIONS OCCUR RELATED TO EARNEST MONEY, PARTY RECEIVING THE LEAST AMOUNT OF EARNEST MONEY IN THE COURT'S DISBURSEMENT ORDER AGREES TO INDEMNIFY ESCROW AGENT'S FEES, COURT COSTS AND ATTORNEY FEES. IF INTERPLEADER IS TO BE UTILIZED, PARTIES AGREE THAT \$ \_\_\_\_\_ SHALL BE PAID TO THE ESCROW AGENT BY THE PARTIES AS COMPENSATION BEFORE ESCROW AGENT INITIATES COURT OF COMPETENT JURISDICTION PROCEEDINGS ON EARNEST MONEY.**

**6. TRANSACTION COSTS:**  
**A. TRANSACTION COSTS**

Unless otherwise agreed upon in writing, Buyer will pay Buyer's transaction costs and Seller pay Seller's transaction costs.

- 1) Buyer's transaction costs include all costs and closing costs resulting from selected financing, pre-paid recurring items, insurance (including but not limited to mortgage insurance, title insurance lender/owner, flood, insurance, and hazard insurance) discount points, interest, non-recurring closing costs, title exam, FHAVA allowable costs, fees and expenses of Buyer's attorney, contractually required real estate broker compensation, and the cost of any inspector, appraiser, or surveyor.
- 2) Seller's transaction costs include deed preparation, deed recording costs, deed stamps/tax/recording costs calculated based on the value of the Property, all costs necessary to deliver marketable title and payoffs, satisfactions of mortgages/liens and recording, property taxes prorated at Closing, contractually required real estate broker compensation, and fees and expenses of Seller's attorney.
- 3) The following costs in addition to the costs above will be the considered ☐ Seller's or ☒ Buyer's transaction costs. If no box is checked these costs will be added to Seller's transaction costs.
  - a) All costs to obtain information from or pertaining to owners' association (e.g. printing or document fees charged to requesting party by the HOA)
  - b) Private and/or Public Transfer Fees
  - c) Any costs similar to transfer fees (e.g. certificate of assessment, capital contributions, working capital, estoppel fees or otherwise named but similar fees)

☒ BUYER [ ] BUYER ☒ SELLER [ ] SELLER  
[ ] BUYER [ ] BUYER [ ] SELLER [ ] SELLER

- 4) At Closing, Seller will pay Buyer's transaction costs not to exceed \$ \_\_\_\_\_, which includes non-allowable costs first and then allowable costs (FHA/VA). Buyer is responsible for any Buyer's transaction costs exceeding this amount. If the amount exceeds the actual amount of those costs or amount allowed by Lender, then any excess funds will revert to Seller. Seller will also provide or pay for all of Seller's transaction costs. If no Closing, Buyer is responsible for Buyer's transaction costs and Seller responsible for Seller's transaction costs.

**HOA dues and assessments are not considered transactions costs and are addressed by the closing attorney as needed per paragraph 22. A transfer fee is a nonrecurring fee that is being assessed solely because of a transfer in property ownership.**

**B. HOA Assessments (Special, Nonrecurring, Unexpected, Non-Budgeted, Etc.)**

**This does not apply to HOA Dues or Membership Fees. Select only one of the Following Options**

- ☐ Option 1: Special assessments approved prior to Closing shall be the responsibility of the Seller. Special Assessments approved after Closing shall be the responsibility of the Buyer. Any remainder of the balance due on a Special Assessment approved prior to closing will be paid in full by the Seller at Closing.
- ☐ Option 2: Seller shall be responsible for the portion of any Special Assessments approved prior to Closing that are due in the calendar year of Closing. Any remaining Special Assessment payments in subsequent years are the responsibility of the Buyer. Parties direct Closing Attorney to make the appropriate adjustments per Paragraph 22 of this agreement. Special Assessments approved after Closing shall be the responsibility of the Buyer.

**7. FINANCE:** Buyer's obligation under this Contract ☐ is ☒ is not contingent upon obtaining financing of a ☐ 30 year or ☐ 15 year or ☐ other \_\_\_\_\_ purchase money loan at reasonable prevailing market terms with loan(s) equal in amounts to a maximum \_\_\_\_\_% of the Purchase Price or Appraised Value whichever is lower. ("Financing Contingency"). Financing Contingency expires at Closing ("Financing Period"). Buyer must make timely good faith efforts to apply for and obtain financing while refraining from contrary actions ("Financing Effort"). In a timely manner, Buyer shall inform Seller and Brokers of pertinent financing issues and authorize Buyer's Lender to disclose pertinent loan information to Seller and Brokers ("Financing Disclosure"). Buyer shall apply for financing by \_\_\_\_\_ (date) and shall Deliver Notice to Seller of reasonable pre-final loan approval (e.g. pre-approval letter, initial approval letter) that contains no unreasonable credit, income, or asset conditions by \_\_\_\_\_ (date) (no repairs required prior to this Notice). Final loan approval occurs when Lender funds loan(s). If the Buyer changes their Lender during the Financing Period they must notify the seller in writing within \_\_\_\_\_ calendar days. Absent written approval by the Seller, Buyer cannot change lender if the closing date agreed upon in Paragraph 4 will change as a direct result. If a Lender subsequently declines or fails to approve financing, the Buyer shall notify the Seller and Brokers as soon as possible. If the Seller and Brokers are notified of inability to obtain financing during the Financing Period, either Party may terminate this Contract by Notice.

Lender (may change): \_\_\_\_\_ ☐ FHA ☐ VA ☐ Conventional ☐ Seller  
☐ Other \_\_\_\_\_. An FHA VA Financing Addendum ☐ is ☐ is not attached. Additional financing terms  
☐ are ☐ are not attached.

**8. DUE DILIGENCE:**

The DUE DILIGENCE PERIOD begins upon the Effective Date and shall expire at 6 P.M. on November 10, 2023 (date). Any extension to this date must be made in writing and agreed to by both Parties.

During the Due Diligence Period, Buyer may take timely/prudent steps to help Buyer/Inspectors, Seller/Estimators, and REALTORS® all have adequate time for: Buyer to coordinate Inspections and Repair Requests, Seller to obtain Repair estimates, Buyer and Seller to negotiate Repairs, and Buyer to potentially timely/properly Due Diligence terminate or buy.

**During the Due Diligence Period, Seller agrees Buyer may rely on the following list of five items in accordance with Contract and laws. Buyer is solely responsible for inspections. Buyer is not required to inspect. Until Buyer timely/properly terminates the Contract or the Parties agree on an amended Contract, the Buyer can rely on #1, #2, #3, #4, and #5. TIME IS OF THE ESSENCE. Delivering a Repair Request does not extend the Due Diligence Period.**

- (1) Conduct/obtain Inspections [e.g. on site conditions, off site conditions]
- (2) Deliver Repairs Requests Notice to Seller [e.g. SCR525 with all repair requests, all/portions of reports]
- (3) Proceed under amended Contract [e.g. SCR310 and SCR525, SCR390, SCR391]
- (4) Proceed under As Is Contract [e.g. Buyer desires to buy anyway, Buyer wants Property without Repair]
- (5) Terminate Contract by timely/properly Delivering "Notice of Termination" and "Termination Fee" to Seller within the Due Diligence Period.

[ C1 ] BUYER [ \_\_\_\_\_ ] BUYER [ D1 ] SELLER [ \_\_\_\_\_ ] SELLER  
 [ \_\_\_\_\_ ] BUYER [ \_\_\_\_\_ ] BUYER [ \_\_\_\_\_ ] SELLER [ \_\_\_\_\_ ] SELLER

**TERMINATION:** During the Due Diligence Period, Buyer may unilaterally terminate this Contract only by Delivering to the Seller both Notice of Termination and a Termination Fee of \$ \_\_\_\_\_ USD Good Funds.

**DURING THE DUE DILIGENCE PERIOD, SHOULD BUYER FAIL TO OBTAIN A NEW/AMENDED CONTRACT WITH THE SELLER OR BUYER FAIL TO TIMELY/PROPERLY DUE DILIGENCE TERMINATE THE CONTRACT DURING THE DUE DILIGENCE PERIOD:** The Buyer agrees to buy and Seller agree to sell the Property AS IS. Parties agree "As Is" means Buyer buys the Property for the Purchase Price while Seller maintains the Property from the Effective Date through Closing subject to normal wear otherwise without repair or replacement and sells the Property for the Purchase Price unless otherwise agreed in writing by the Parties in this Contract.

**9. INSPECTION/REINSPECTION RIGHTS:** Buyer and SC licensed and insured inspectors ("Inspectors") reasonably perform any reasonable ultimately non-destructive examination and make reasonable record of the Property with reasonable Notice to Seller through Closing including investigations of off-site conditions and any issues related to the Property at Buyer Expense ("Inspections"). Buyer and persons they choose may make reasonable visual observations of Property.

Sellers will make the Property accessible for Inspection and not unreasonably withhold access, unless otherwise agreed in writing by the Parties. Seller will grant the Buyer the right to perform a final walkthrough inspection of the property within 48 hours prior to the closing date. Seller will keep all utilities operational through Closing unless otherwise agreed:

☒ Seller grants Buyer permission to connect utilities, pay for utilities, and hire professionals (e.g. electricians, plumbers) to safely connect and operate the utilities during the Inspections

Other ☐ see attached.

~~Buyer will hold harmless. Indemnify, pay damages and attorneys fees to Seller and Brokers for all claims, injuries, and damages arising out of the exercise of these inspection rights. Seller will hold harmless. Indemnify, pay damages and attorneys fees to Brokers for all claims, injuries, and damages arising out of the exercise of these inspection rights. Brokers recommend that Parties obtain all inspections as soon as possible. Brokers recommend that Parties and Inspectors use insurance to manage risk.~~

#### 10. APPRAISED VALUE:

☐ This Contract is contingent upon the Property being valued according to the Lender's appraisal or other appraisal as agreed upon by the Parties ("Appraised Value") for the Purchase Price or higher. If the Parties are made aware that the Appraised Value is less than the Purchase Price and the Seller Delivers Notice to the Buyer within 5 Calendar Days or Closing (whichever earliest) of an amendment to reduce the Purchase Price to the Appraised Value, the Parties agree to proceed to Closing under terms of this Contract with the Purchase Price amended to be the Appraised Value. If Seller is aware and refuses to reduce as stated above, Buyer may proceed to Closing or terminate this Contract by Delivering Notice of Termination to the Seller.

☒ This Contract is not contingent upon the Property being valued at an Appraised Value according to the Lender's appraisal or other appraisal as agreed upon by the Parties for the Purchase Price or more.

**11. WOOD INFESTATION REPORT:** If the Property to be sold has been previously occupied, this Contract is ☐ contingent ☒ not contingent upon the ☒ Buyer ☐ Seller having the Property inspected at their expense by a qualified/licensed/bonded pest control operator selected by the ☐ Buyer ☐ Seller. ☐ Buyer ☐ Seller shall deliver timely Notice of and shall deliver to Closing a CL100 Wood Infestation Report dated no earlier than 30 calendar days prior to Closing and no later than \_\_\_\_\_ calendar days prior to Closing. If the Buyer is responsible for having the Property inspected as indicated above, but does not have the Property timely inspected for the report's required Delivery time frame, the Buyer waives any and all rights under the terms of this section. The Seller makes no warranties with regard to matters covered by such infestation report or any other improvement unless specifically stated in this Contract.

If the wood infestation report reveals the presence or indication of or damages by termite infestation or other wood destroying organisms, Seller shall remedy such deficiencies and shall furnish the Buyer with a CL100 wood infestation report by a qualified/licensed/bonded pest control operator (dated no earlier than 30 calendar days prior to Closing) that the Property is free from infestation or any damage herein mentioned; or documentation that the infestation has been treated and damage has been repaired as appropriate in a workmanlike manner on or before closing and reported by an appropriate licensee. State law and regulations control CL100 issues. If the Seller does not make the repairs and treatment, the Buyer shall have the option to (1) accept the Property in its present condition, (2) negotiate with the Seller for the payment of these repairs and treatment, or (3) terminate this Contract by Delivering Notice of Termination to the Seller. If the Property to be sold has not been previously occupied, Seller shall certify that the Dwelling has been treated by soil poisoning for the prevention of termites and other wood destroying organisms and shall provide at Closing to the Buyer a written certification from a qualified/licensed/bonded pest control operator. The obligations of the Seller under this Section terminate after the Closing.

[ CJ ] BUYER [ \_\_\_\_\_ ] BUYER [ DJ ] SELLER [ \_\_\_\_\_ ] SELLER  
[ \_\_\_\_\_ ] BUYER [ \_\_\_\_\_ ] BUYER [ \_\_\_\_\_ ] SELLER [ \_\_\_\_\_ ] SELLER

**12. SURVEY, TITLE EXAMINATION, ELEVATION, INSURANCE:** Brokers recommend Buyer have Property surveyed, title examined, elevation/wetlands/beachfront determined, and appropriate insurance (e.g. flood, flood contents, hazard, liability, owner's title) effective at Closing. Unless otherwise agreed upon in writing by Parties, Buyer to obtain new insurance policies by Closing and Seller may cancel existing insurance after Closing. Flood Insurance, if required by Lender or at Buyer's option, shall be assigned to Buyer with permission of carrier and premium prorated to Closing. Buyers are solely responsible to investigate pricing, availability, coverage, and requirements of insurance (e.g. flood, flood contents, hazard, liability) for the property prior to signing Contract.

**13. SURVIVAL:** If any provision herein contained which by its nature or effect is required to be observed, kept, or performed after Closing, it will survive the Closing and remain binding upon for the parties hereto until fully observed, kept or performed.

**14. HOME WARRANTY COMPANY OPTIONAL COVERAGE ("HWC"):** Parties agree that a Home Warranty ordered by \_\_\_\_\_ with at least twelve months of coverage after Closing Date ☐ will ☒ will not be provided by Closing and \$ \_\_\_\_\_ will be paid by \_\_\_\_\_ to the Home Warranty Company.

Buyer to pay any deficit and surplus reverts to payor. Proposed HWC and type of HWC: \_\_\_\_\_

NOTICE: THIS IS TO GIVE YOU NOTICE THAT BROKERS HAVE/WILL/MAY RECEIVE COMPENSATION FROM HWC/OTHERS FOR REFERRAL/PROCESSING. YOU ARE NOT REQUIRED TO PURCHASE A HWC OR SIMILAR RESIDENTIAL SERVICE CONTRACT AND IF YOU CHOOSE TO PURCHASE SUCH COVERAGE YOU ARE FREE TO PURCHASE IT FROM ANOTHER PROVIDER.

**15. FIRE OR CASUALTY OR INJURY:** In case the Property is damaged wholly or partially by fire or other casualty prior to Closing, Parties will have the right for 5 Calendar Days after Notice of damage to Deliver Notice of Termination to other Party. If Party does not Deliver Notice of Termination, the Parties proceed according to the Contract and Seller is to be responsible to (1) repair all damage, (2) remit to Buyer an amount sufficient for repairs, or (3) assign to Buyer the right to all proceeds of insurance and remit any deductible amount applicable to such casualty. If Buyer or Inspections caused the damage, Buyer is responsible for indemnifying Seller for damages. Brokers and Parties should ensure that they are protected by appropriate risk management strategies such as insurance.

**16. SC RESIDENTIAL PROPERTY CONDITION DISCLOSURE STATEMENT ("CDS") [check one]:**

☒ Buyer and Seller agree that Seller has Delivered prior to this Contract, a CDS to Buyer, as required by SC Code of Laws Section 27-50-10 et seq. If after delivery, Seller discovers a CDS material inaccuracy or the CDS becomes materially inaccurate due to an occurrence or circumstance; the Seller shall promptly correct this inaccuracy (e.g. delivering a corrected CDS to the Buyer/making reasonable repairs prior to Closing). Buyer understands the CDS does not replace Inspections. Buyer understands and agrees the CDS contains only statements made by the Seller. Parties agree the Brokers have met requirements of SC Code 27-50-70 and Brokers are not responsible or liable for any information in the CDS. CDS is not a substitute for the Buyers and Inspectors inspecting the Property (related issues/onsite/offsite) "Property issues" for all needs.

☐ Buyer and Seller agree that Seller will **NOT** complete nor provide a CDS to Buyer in accordance with SC Code of Law, as amended, Section 27-50-30, Paragraph (13). Buyers have sole responsibility to inspect Property Issues for all their needs.

**17. LEAD BASED PAINT/LEAD HAZARDS:** If Property was built or contains items created prior to 1978, it may contain lead based hazards and Parties agree to sign "Disclosure of Information of Lead Based Paint and/or Lead Hazards" forms (e.g. SCR315) and give copies to Brokers. Parties acknowledge receiving and understanding the EPA pamphlet "Protect Your Family From Lead in Your Home." For their protection, Buyers should conduct/obtain Inspections of all Property issues per their needs.

**18. SEX OFFENDER/CRIMINAL INFORMATION:** Parties agree that Brokers are not responsible for obtaining or disclosing information in the SC Sex Offender Registry and no course of action may be brought against any Brokers for failure to obtain or disclose sex offender or criminal information. Buyer and Seller agree that they have sole responsibility to obtain their own sex offender, death, psychological stigma, clandestine laboratory, and crime information from sources (e.g. law enforcement, P.I., web). The Buyer may obtain information about the Sex Offender Registry and persons registered with the Registry by contacting the local county Sheriff or other appropriate law enforcement officials.

**19. TRUST ACCOUNT INTEREST/CHARITABLE CONTRIBUTION:** According to the South Carolina Real Estate Commission regulations and South Carolina laws, any interest earned from deposit to Closing on Buyer's earnest money deposit belongs to Buyer. It is understood that Broker ☐ may ☒ may not place deposited earnest monies into an interest bearing trust account. If Buyer's earnest money deposit is deposited into an interest bearing trust account, Parties agree that Broker will retain all interest earned in said account and may contribute some or all to a charitable enterprise.

[ CJ ] BUYER [ \_\_\_\_\_ ] BUYER [ DJ ] SELLER [ \_\_\_\_\_ ] SELLER  
[ \_\_\_\_\_ ] BUYER [ \_\_\_\_\_ ] BUYER [ \_\_\_\_\_ ] SELLER [ \_\_\_\_\_ ] SELLER

**20. SC INCOME TAX ON NON-RESIDENT GAIN AND COMPLIANCE AND USA FEDERAL INCOME TAX:** Seller and Buyer will comply with the provisions of South Carolina laws [e.g. 12-8-580 (as amended)] regarding state income tax withholding requirements if the Seller is not a resident or has not filed South Carolina state income tax returns. Seller and Buyer will comply with United States of America federal income tax laws. Seller and Buyer should discuss tax laws and minimization actions with their qualified tax advisor. Parties will comply with all local, state, federal laws, and any rules.

**21. ENTIRE AND BINDING AGREEMENT (MERGER CLAUSE):** Parties agree that this Contract expresses the entire agreement between the parties, that there is no other agreement, oral/otherwise, modifying the terms; and this Contract is binding on Parties and principals, heirs, personal representatives, successors, and assigns. Illegal provisions are severable.

**22. ADJUSTMENTS:** Buyer and Seller agree to settle or prorate, annually or as appropriate; as of Closing Date: (A) utilities and waste fees issued after Closing which include service for time Property was owned/occupied by Seller (B) real estate taxes and owner association fees/assessments for the calendar year of Closing (C) any rents, deposits, fees associated with leasing (D) insurance (including any non-special assessments assessed due to increased premiums), EMS service, fuel/consumables, and all other non-special assessments. Closing Attorney shall make tax proration based on the available tax information deemed reliable by the Closing Attorney. Should the tax or tax estimate or proration later become inaccurate or change, Buyer and Seller shall make any financial adjustments between themselves once accurate tax information is available and Buyer takes timely reasonable steps to minimize taxes. This section survives Closing. Buyer is solely responsible for timely and reasonably minimizing the Buyer's taxes and obtaining tax minimization procedural information including related legal counsel and financial counsel.

**23. DEFAULT:**

- (A) If Seller defaults in the performance of any of the Seller's obligations under this Contract ("Default"), Buyer may:
  - (i) Deliver Notice of Default to Seller and terminate Contract; and
  - (ii) Pursue any remedies available to Buyer at law or equity; and
  - (iii) Recover attorneys' fees and all other direct costs of litigation if Seller found in default/breach of Contract.
- (B) If Buyer defaults in the performance of any of the Buyer's obligations under this Contract ("Default"), Seller may:
  - (i) Deliver Notice of Default to Buyer and terminate Contract; and
  - (ii) Pursue any remedies available to Seller at law or equity; and
  - (iii) Recover attorneys' fees and all other direct costs of litigation if Buyer found in default/breach of Contract.
- (C) If either/both Parties default, Parties agree to sign an escrow deposit disbursement agreement or release agreement.
- (D) Parties may agree in writing to allow a Cure Period for a default. If within the Cure Period, either Party cures the Default and Delivers Notice, Parties shall proceed under the Contract.

**24. MEDIATION:** To potentially avoid expensive/lengthy/uncertain litigation, Parties may voluntarily/cooperatively decide which mediator to hire, how to pay the mediator, where to meet for mediation talks, and their own settlement agreement. Mediators do not decide settlement outcomes (Parties decide). Mediators merely facilitate the Parties reaching their own settlement and documenting settlement. Parties agree to attempt mediation for any dispute, claim, breach, representations made by any Party. Broker/other (e.g. concealment, misrepresentation, negligence, fraud) or service issues related to this Contract by using the National Association of REALTORS® Mediation Dispute Resolution System 803-772-5206 or [www.NAR.REALTOR/policy/mediation](http://www.NAR.REALTOR/policy/mediation) or [www.screaltors.org/mediation](http://www.screaltors.org/mediation)). Parties agree that the duty to attempt mediation survives closing and any signed mediation settlement agreement is binding. Parties agree some matters may proceed without mediation (e.g. foreclosure, action to enforce a mortgage or deed of trust or "rent to own" agreement, unlawful detainer action, file/enforce mechanic's lien, probate issues, interpleader action on earnest money). Parties agree some matters are not a waiver of mediation nor a breach of duty to attempt mediation (e.g. filing judicial action enabling recording notice of pending action, order for attachment/receivership/injunction or other provisional remedies).

**25. NON-RELIANCE CLAUSE (NOT A MERGER CLAUSE NOR EXTENSION OF A MERGER CLAUSE):** Parties execute this Contract freely and voluntarily without reliance upon any statements, representations, inducements, promises, or agreements by Brokers or Parties except as expressly stipulated or set forth in this Contract. If not contained herein, such statements, representations, inducements, promises, or agreements shall be of no force or effect. Parties acknowledge that Brokers are being retained solely as licensed real estate agents and not as any attorney, tax/financial advisor, appraiser, surveyor, engineer, mold or air quality expert, home inspector, or other professional service provider.

**26. BROKER DISCLAIMER:** Parties acknowledge that Brokers give no warranties or representations of any kind, expressed or implied as to: (1) condition of the Property, including but not limited to termites, radon, mold, asbestos, moisture, environmental issues, water, waste, air quality, HVAC, utilities, plumbing, electrical or structure, etc. (2) condition of the Property, survey or legal matters, square footage (3) off site conditions (4) schools (5) title including but not limited to easements, encroachments, projections, encumbrances, restrictions, covenants, setbacks, and the like (6) fitness for a particular purpose of the Property or the improvements (7) zoning ordinances and restrictions (8) projected income, value, marketability, taxes, insurance, or other possible benefits to Buyer. Parties consent that their Brokers may communicate with them via any means; and use or disclose information not made confidential by written instruction of Parties.

[ C1 ] BUYER [ \_\_\_\_\_ ] BUYER [ D1 ] SELLER [ \_\_\_\_\_ ] SELLER  
 [ \_\_\_\_\_ ] BUYER [ \_\_\_\_\_ ] BUYER [ \_\_\_\_\_ ] SELLER [ \_\_\_\_\_ ] SELLER

**27. BROKERS COMPENSATION:** Parties direct Closing Attorney to use settlement funds to collect and disburse Brokers Compensation to Brokers in accordance with agreements and document compensation on the settlement statement. If a Party disputes Brokers Compensation, that Party agrees to retain a South Carolina law firm to escrow only the disputed amount of Brokerage Compensation until the dispute is resolved by a written agreement signed by that Party and the Affected Broker, arbitration award, or court order. Party requesting the escrow shall pay all costs for escrow. If the dispute is not resolved within 180 days of Closing, the escrow shall be disbursed to the Broker. Parties agree that Brokers are third party beneficiaries to this Contract and have standing to seek remedies at law and equity. Parties represent that their only enforceable agency and/or non-agency agreements are with the Brokers disclosed in this Contract. Parties consent to Brokers possibly receiving compensation from the HWC and/or others if compensation is paid in accordance with laws and REALTOR® ethics.

**28. ATTACHMENTS, OTHER CONTINGENCIES, TERMS, AND/OR STIPULATIONS:** There may be attachments to this Contract. The most recent changes, amendments, attachments, contingencies, stipulations, addendum, additions, exhibits, or writings, agreed to by the Parties; is evidence of the Parties' intent and agreement and shall control any Contract language conflicts. Parties shall initial and date Contract changes. If any documents are attached as addenda, amendments, attachments, or exhibits considered part of this Agreement, such documents can be further identified or described here (e.g. SCR 390, 391, 503, 504, 315, 320, 393, 370, 375, 513, 610): see attached addendum.

**29. NOTICE AND DELIVERY:** Notice is any unilateral communication (e.g. offers, counteroffers, acceptance, termination, unilateral requests for better terms, and associated addenda/amendments) from one Party to the other. Notice to/from a Broker representing a Party is deemed Notice to/from the Party. All Notice, consents, approvals, counterparts, and similar actions required under Contract must be in paper or electronic writing and will only be effective as of delivery to the Notice address/email/fax written below and awareness of receipt by Broker ("Delivered") unless Parties agree otherwise in writing.

**30. Acknowledgements:** Due to potential criminal activity, parties are solely responsible to verify all wiring instructions with law firm/bank. Parties are also advised and understand that audio/visual surveillance may occur in the property and parties should plan accordingly and comply with all federal, state, and local laws. Parties acknowledge receiving, reading, reviewing, and understanding: this Contract, the SC Disclosure of Real Estate Brokerage Relationships form, any agency agreements, and copies of these documents. Parties acknowledge having time and opportunity to review all documents and receive legal counsel from their attorneys prior to signing Contract.

**31. EXPIRATION OF OFFER:** When signed by a Party and intended as an offer or counter offer, this document represents an offer to the other Party that may be rescinded any time prior to or expires at 6 ☐ AM ☒ PM on November 3, 2023 unless accepted or counter-offered by the other Party in written form Delivered prior to such deadline. This offer will expire automatically if no action is taken by either party 30 calendar days after the offer's submittal.

IN WITNESS WHEREOF, this Contract has been duly executed by the Parties as true to the best of their knowledge/belief. If signee is not a Party, appropriate legal documents (e.g. Power of Attorney, Corporate Authorization) are ☐ attached or ☐ to be Delivered to the other Party within \_\_\_\_\_ Calendar Days.

Parties shall initial and date all changes in this Contract and initial all pages.

BUYER: Christopher Jones Date: 11/17/2023 Time: \_\_\_\_\_  
Equity Works LLC, Christopher Jones

BUYER: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

BUYER: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

BUYER: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

NOTICE ADDRESS/EMAIL/FAX: \_\_\_\_\_

[ CJ ] BUYER [ \_\_\_\_\_ ] BUYER [ DJ ] SELLER [ \_\_\_\_\_ ] SELLER  
[ \_\_\_\_\_ ] BUYER [ \_\_\_\_\_ ] BUYER [ \_\_\_\_\_ ] SELLER [ \_\_\_\_\_ ] SELLER

SELLER: Darius Jones Date: 11/20/2023 Time: \_\_\_\_\_  
D and B Real Estate Investments LLC

SELLER: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

SELLER: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

SELLER: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

NOTICE ADDRESS/EMAIL/FAX: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Buyer's Agent/Company \_\_\_\_\_ Buyer's Agent License #/LLR Office Code \_\_\_\_\_

Buyer's Agent's Email Address \_\_\_\_\_ Buyer's Agent Telephone Number \_\_\_\_\_

Joshua Dial \_\_\_\_\_ Diamond Realty & Investments \_\_\_\_\_

Seller's Agent/Company \_\_\_\_\_ Seller's Agent License #/LLR Office Code \_\_\_\_\_

thedialcompany@gmail.com \_\_\_\_\_ (864)200-8059

Seller's Agent's Email Address \_\_\_\_\_ Seller's Agent Telephone Number \_\_\_\_\_

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[ CJ ] BUYER [ \_\_\_\_\_ ] BUYER [ DJ ] SELLER [ \_\_\_\_\_ ] SELLER [ \_\_\_\_\_ ]  
 [ \_\_\_\_\_ ] BUYER [ \_\_\_\_\_ ] BUYER [ \_\_\_\_\_ ] SELLER [ \_\_\_\_\_ ] SELLER [ \_\_\_\_\_ ]

# **EXHIBIT C**

**STATE OF SOUTH CAROLINA**  
**COUNTY OF GREENVILLE**

**IN THE COURT OF COMMON PLEAS**

**Christopher Jones,**

**PLAINTIFF**

**VS.**

**Darius Jones, et al**

**DEFENDANTS**

**CIVIL ACTION No:2024-CP-23-00312**

**SWORN AFFIDAVIT OF  
EMANUEL WASHINGTON**

---

I, Emanuel Washington, of Greenville, S.C. hereby affirm and now I MAKE SUCH OATH UNDER THE PENALTY OF PERJURY AND SAY THAT:

1. I am above the age of Eighteen (18) years old.
2. That I am a citizen of Greenville County South Carolina
3. That I am competent to give these statements upon personal knowledge and information and beliefs.
4. That I am familiar with Christopher Jones, Darius Jones, Bradley Robinson and the property at 331 Loop Street Greenville SC.
5. That I personally witnessed and participated in conversations regarding the sale, renovations and purchase of the property at 331 Loop St.
6. That on or about January 5, 2024 I met with Christopher Jones at 331 Loop Street where Christopher introduced me to Darius Jones and Bradley Robinson.
7. That the purpose of this meeting was to establish that Darius Jones and Bradley Robinson would be entering into a new Purchase Contract with me, for me and my family to purchase this property directly from them instead of purchasing the property from Christopher.
8. That Darius Jones agreed to sell me the property after they had completed their business with Christopher. They informed me that would likely be four more weeks.
9. That also at this meeting Christopher was pointing out all of the repairs that were made and the three of them were discussing the flooring and inspections. Christopher mentioned how much he had paid contractors so far and they discussed the amount of money needed to complete the remaining work in order for my family to move in.
10. That immediately after the meeting Christopher informed me that there were issues with the title, for me not to worry it should be cleared up by the time the work was completed.
11. That prior to the meeting with Darius Jones and Bradley Robinson, Christopher and I met with James Brazeal with Upstate Mortgage and Christopher presented a copy of his purchase contract

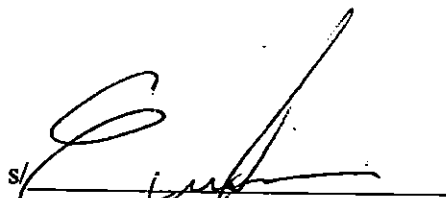
with D&B Real Estate Ventures, LLC. At this meeting Mr. Brazeal asked Christopher who was doing the work on the house and when will it be ready.

12. I personally heard Christopher tell Mr. Brazeal that Slyvester Golden was his contractor and the house would be ready in four weeks.

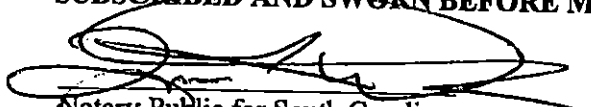
Affiant Further Sayeth Not

The statements I have made here are true and correct upon personal knowledge and information. I make these statements under the penalties of perjury.

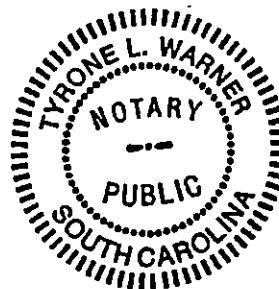
March 4, 2024

s/   
Emanuel Washington

~~SUBSCRIBED AND SWORN BEFORE ME~~, on this the 6 day of MARCH, 2024

  
Notary Public for South Carolina

My Commission Expires: Aug 10, 2033



**IN THE COURT OF COMMON PLEAS**

**SUPPLEMENTAL BRIEF IN  
OPPOSITION TO MOTION TO DISMISS**

1. Defendant's Motion To Dismiss is base solely on the fact that the Plaintiff is not a licensed contractor in the State of South Carolina and would be prohibit to enforce a construction contract against the Defendants.
2. The Plaintiff restates that he and Defendants DO NOT have such a construction contract, and neither party can produce a contract which recovery would be prohibited by this Statute.

24 MAR 1967  
Brice Garrett College, SC

3. The Plaintiff provided the Court with the only existing Contract (S.C. Real Estate Purchase Agreement. Defendants did not object to the Real Estate Contract nor did Defendants produce any construction contract.
4. The elements of the Real Estate contract permitted Plaintiff to "hire professionals" to perform the construction renovations.
5. Plaintiff argued this point at the hearing and cited Item # 9 and the corresponding language. There was no challenge to this point.
6. The Court did not hear any argument on the remaining Causes of Action listed in the Complaint.
7. The Complaint set forth the requirements in Rule 8, SCRCP and 9(b), SCRCP. Plaintiff is not required to provide his proof at the Complaint stage.
8. Defendant's Motion To Dismiss should be converted to a Motion For Summary Judgment, because their Response goes outside of the four corners of the Complaint.
9. Once the Motion To Dismiss is converted to Motion For Summary Judgment, this motion fails to adhere to the requirements of Rule 56, SCRCP and the defective affidavit should be stricken from the record.

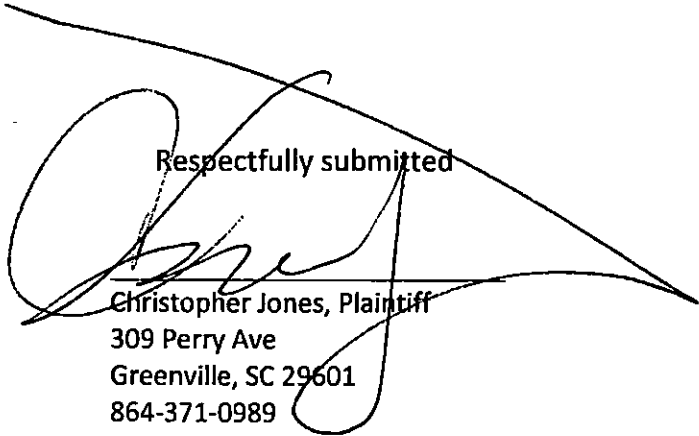
**The South Carolina Court of Appeals Precedent is added for value:**

**Rose Electric, Inc., Appellant, v. Cooler Erectors of Atlanta, Inc., Southern Produce, Inc., S2P, LLC, Certified Development Corporation of South Carolina, Senn Bros., Inc., Custom Concrete of Lexington, Inc., and James Dunlap d/b/a Dunlap Services, Defendants, Of whom Southern Produce, Inc., and S2P, LLC, are the Respondents.**

WHEREFORE, the Plaintiff Christopher Jones in providing this Honorable Court with good and sufficient cause, prays that this Court deny Defendant's Motions and grant Plaintiff the requested relief, or in the alternative, allow Plaintiff to amend Complaint.

March 7, 2024

Respectfully submitted



Christopher Jones, Plaintiff  
309 Perry Ave  
Greenville, SC 29601  
864-371-0989

# Rose Electric, Inc., Appellant, v. S2P LLC (2016)

Court of Appeals of South Carolina.

Rose Electric, Inc., Appellant, v. Cooler Erectors of Atlanta, Inc., Southern Produce, Inc., S2P, LLC, Certified Development Corporation of South Carolina, Senn Bros., Inc., Custom Concrete of Lexington, Inc., and James Dunlap d/b/a Dunlap Services, Defendants, Of whom Southern Produce, Inc., and S2P, LLC, are the Respondents.

Appellate Case No. 2014-001633

Decided: September 28, 2016

William E. Booth, III, of Booth Law Firm, LLC, of West Columbia, for Appellant. Jon Robin Turner, of J. Robin Turner, P.A., of Columbia, for Respondent S2P, LLC. Kathryn M. Cook, of Myrtle Beach for Respondent Southern Produce, Inc.

In this dispute arising out of a construction project, Rose Electric, Inc. (Rose Electric) appeals the trial court's order finding for Southern Produce, Inc. (Southern) and S2P, LLC, (S2P) (collectively Respondents) arguing the trial court erred in (1) finding an expressed contract barred its recovery under the theory of quantum meruit; (2) finding Rose Electric did not establish the elements of its quantum meruit claim; (3) and failing to award Rose Electric damages.

## FACTS

Southern is in the business of processing produce for sale. In the fall of 2010, Southern leased a parcel of land from S2P in the new South Carolina Farmers Market in Lexington County. On October 27, 2010, Southern entered into a "flat fee, turnkey contract" with Cooler Erectors of Atlanta (Cooler Erectors) to construct a refrigerated processing center on the property.

During the first week of November 2010, Morris Teasley, the president of Cooler Erectors, contacted Homer Rose, the owner of Rose Electric, about subcontracting the electrical work on the Southern project. Cooler Erectors and Rose Electric worked on three other projects at the new Farmers Market prior to working on the Southern project. Rose Electric agreed to complete the work; however, Rose Electric and Cooler Erectors did not discuss a price for the Southern project.

During the project Southern asked Rose Electric to modify the plans and materials Rose Electric received from Cooler Erectors. Rose Electric agreed to make those changes.

Throughout the construction process, Southern paid Cooler Erectors \$203,277.00 of the project's \$213,385.00 contract price. However, Cooler Erectors did not pay Rose Electric. Eventually, Rose Electric filed a mechanics' lien on Southern's property. The statement of account attached to the mechanics lien claimed Rose Electric was owed \$54,339.13 for the "Total Contract Price" and \$10,755.39 for "Change Orders."

On May 20, 2011, Rose Electric filed its complaint alleging causes of action for foreclosure of its mechanics' lien, breach of contract, unjust enrichment, and quantum meruit. During opening statements, Rose Electric notified the trial court it would only be pursuing its equitable cause of action for quantum meruit.

The trial court issued its order finding for Respondents on January 30, 2014. The trial court found an expressed contract existed between Rose Electric and Southern for the change orders and between Rose Electric and Cooler Erectors for the original scope of work. The trial court recognized Rose Electric elected not to proceed on its contract claims; therefore, the trial court found for Respondents. The trial court found the existence of an expressed contract precluded Rose Electric from recovery under quantum meruit. In the alternative, the trial court found Rose Electric failed to establish the elements of quantum meruit because Southern paid all but \$10,108.00 of the contract price to Cooler Erectors and offered to pay Rose Electric for the change orders and a prorated share of the retainage.

## STANDARD OF REVIEW

Quantum meruit is an equitable doctrine to allow recovery for unjust enrichment. *Columbia Wholesale Co., Inc. v. Scudder May N.V.*, 312 S.C. 259, 261, 440 S.E.2d 129, 130 (1994). "When reviewing an action in equity, an appellate court reviews the evidence to determine facts in accordance with its own view of the preponderance of the evidence." *Boykin Contracting, Inc. v. Kirby*, 405 S.C. 631, 637, 748 S.E.2d 795, 798 (Ct. App. 2013).

## LAW/ANALYSIS

### a) Existence of a Contract

Rose Electric argues the trial court erred in finding an express contract between Rose Electric and Cooler Erectors for the scope of work under the original plans and between Rose Electric and Southern for the change orders because there was no assent to the price term of either agreement. We agree.

"A contract is an obligation which arises from actual agreement of the parties manifested by words, oral or written, or by conduct." *Stanley Smith & Sons v. Limestone*

College, 283 S.C. 430, 433, 322 S.E.2d 474, 477 (Ct. App. 1984). "If agreement is manifested by words, the contract is said to be express." *Id.*; see also 13 Am. Jur. 2d Building & Constr. Contracts § 5 (2009) ("Where the parties to a building contract have orally agreed to the terms of performance and the price, there is an express contract." (emphasis added)). "If [the contract] is manifested by conduct, it is said to be implied." *Stanley Smith & Sons*, 283 S.C. at 434, 322 S.E.2d at 477.

"Certain terms, such as price, time and place, are considered indispensable and must be set out with reasonable certainty." *McPeters v. Yeargin Const. Co., Inc.*, 290 S.C. 327, 331, 350 S.E.2d 208, 211 (Ct. App. 1986); see also *Stanley Smith & Sons*, 283 S.C. at 434, 322 S.E.2d at 477 (noting price is an essential term in a construction contract). Even if the parties intend to be bound by an agreement, the absence of material terms renders the agreement unenforceable. *Stevens & Wilkinson of S.C., Inc. v. City of Columbia*, 409 S.C. 568, 579, 762 S.E.2d 696, 701 (2014).

We find the trial court erred in finding an express contract between Rose Electric and Cooler Erectors and Rose Electric and Southern. The evidence presented showed each of the three parties intended to be bound to their agreements. Rose Electric began working prior to signing an agreement and Homer Rose testified, "We had previously done work for Cooler Erectors of Atlanta. We had completed three jobs, all of which we had been paid well. We had been paid on demand." However, Rose acknowledged Rose Electric did not have a written contract with Cooler Erectors, nor had the two parties agreed to a contract price. Rather, Rose Electric sent Cooler Erectors invoices based on the time and cost of materials used. No evidence was presented to support the trial court's finding that Rose Electric and Cooler Erectors manifested an agreement on the price of the electrical work required on the Southern project, which our courts require as an essential term in construction contracts. See *Stanley Smith & Sons*, 283 S.C. at 434, 322 S.E.2d at 477 (noting price is an essential term in a construction contract); *McPeters*, 290 S.C. at 331, 350 S.E.2d at 211 ("Certain terms, such as price, time and place, are considered indispensable and must be set out with reasonable certainty."). Therefore, the trial court erred in finding an express contract between Cooler Erectors and Rose Electric.

We also find the trial court erred in finding an express contract between Rose Electric and Southern. At several points during the construction, Dan Stocker, the general manager of Southern, requested Rose Electric modify the electrical plans to better accommodate Southern's anticipated uses. Specifically Southern requested Rose Electric include stainless steel disconnects rather than hard wiring in certain equipment, add a hand washer and water heater circuit, relocate an onion peeler station outside the building, install additional receptacles, and add additional lighting. According to Rose, Southern took responsibility for paying for these changes. However, the parties did not agree on the cost of those changes or the method by which those charges would be determined. In this case, the lack of a price term is fatal to the existence of an express contract and the trial court erred in finding an express contract existed.

We acknowledge Rose Electric worked with Cooler Erectors on other projects at the new farmers market, and had been paid without signing a contract. Rose Electric also provided Cooler Erectors with a "proposal" after construction was complete detailing the amount of work Rose Electric completed. We also acknowledge Southern requested Rose Electric make certain changes to the electrical plans and accepted responsibility for any additional charges. This evidence supports the inference that Rose Electric, Southern, and Cooler Erectors intended to be bound by their agreements; however, the missing price term is fatal to finding an express contract where, as here, the parties are contemplating a construction project. See *Stevens & Wilkinson of S.C., Inc.*, 409 S.C. at 579, 762 S.E.2d at 701 (2014) (finding no contract existed though the parties intended to be bound by an agreement because the absence of material terms rendered the agreement unenforceable); *McPeters*, 290 S.C. at 331, 350 S.E.2d at 211 ("Certain terms, such as price, time and place, are considered indispensable and must be set out with reasonable certainty."); *Stanley Smith & Sons*, 283 S.C. at 434, 322 S.E.2d at 477 (noting price is an essential term in a construction contract).

b) Quantum Meruit

Rose Electric also argues the trial court erred in finding it could not recover under quantum meruit because it did not prove Southern unjustly retained a benefit without paying for its value. We agree.

"[Q]uantum meruit, quasi-contract, and implied by law contract are equivalent terms for an equitable remedy." *Myrtle Beach Hosp., Inc. v. City of Myrtle Beach*, 341 S.C. 1, 8, 532 S.E.2d 868, 872 (2000). In order to recover under the theory of quantum meruit, a plaintiff must prove: "1) a benefit conferred by the plaintiff upon the defendant; 2) realization of that benefit by the defendant; and 3) retention of the benefit by the defendant under circumstances that make it inequitable for him to retain it without paying its value." *Swanson v. Stratos*, 350 S.C. 116, 121, 564 S.E.2d 117, 119 (Ct. App. 2002).

"Courts addressing a claim of unjust enrichment by a subcontractor against a property owner have typically denied recovery when the owner in fact paid on its contract with the general contractor." *Williams Carpet Contractors*, 400 S.C. at 326, 734 S.E.2d at 180 (quoting *Columbia Wholesale Co.*, 312 S.C. at 262-63, 440 S.E.2d at 131).

Southern paid \$203,277.00 to Cooler Erectors pursuant to its October 22, 2010 contract. The total contract price for the building was \$213,385.00.<sup>1</sup> Southern retained \$10,103 from the contract price because "the work contained within the scope of the contract had not been completed." On December 2 the walls were not painted, the doors were not painted, automatic door closers were not installed, and there were draining issues. However, Rose Electric's work had been completed.

The trial court found Southern paid over 95% of the contract price to Cooler Erectors and "ha[d] consistently stood ready to pay the prorated shares of the retainage." We

agree with the trial court that it would be unjust to require Southern pay the entire \$54,339.13 owed to Rose Electric by Cooler Erectors. Southern did withhold \$10,103 from the purchase price. This was a benefit that Southern retained from the work performed by Rose Electric Southern did not pay for.

We find Southern's offer to pay Rose Electric a prorated share of the retainage creates a sufficient equitable remedy. A subcontractor that is owed a debt for labor or materials furnished and used in the erection of a building has a lien upon the building and the land to secure the payment due. S.C. Code Ann. § 29-5-10 (2007). "However, in no event shall the aggregate amount of any liens on the improvement exceed the amount due by the owner." S.C. Code Ann. § 29-5-20 (2007). "In the event the amount due the contractor by the owner is insufficient to pay all the lienors acquiring liens as herein provided it is the duty of the owner to prorate among all just claims the amount due the contractor." S.C. Code Ann. § 29-5-60(A) (2007).

Of the \$213,385.00 total price of the project, Southern paid Cooler Erectors \$203,277.00. Southern retained \$10,103 because "the work contained within the scope of the contract had not been completed." When Cooler Erectors abandoned the job site, two other sub-contractors filed mechanic's liens on the property to secure payment. Rose Electric's lien claimed it was owed \$54,339.13 on the construction agreement, a concrete supplier claimed a lien of \$14,528.20, and a plumber claimed a lien of \$10,210.93. The three subcontractors' claims totaled \$79,139.26.

Had Rose Electric proceeded with its mechanics' lien foreclosure action, it's recovery would have been limited to 68.74% of the retainage, totaling \$6,948.24. However, Rose Electric abandoned its mechanics' lien cause of action prior to trial and proceeded only on its quantum meruit cause of action. While Rose Electric did not invoke the mechanics' lien statute as a theory for recovery, we find the statute provides a framework for determining what recovery is proper in quantum meruit cases involving construction contracts. Where, as here, a building owner has paid a general contractor a substantial amount of the contract price, we find the mechanics lien statutes, and their limitations, are a proper measure of the subcontractor's damages against the property owner in a quantum meruit action.

Furthermore, the mechanics' lien statutes do not distinguish between liens that settle prior to trial and those that continue to trial. Rather, "it is the duty of the owner to prorate among all just claims the amount due the contractor." § 29-5-60(A). Southern did that in this case. We find the trial court properly included all liens filed against Southern when considering the amount of the retainage to which Rose Electric was entitled.<sup>2</sup>

A defendant is not relieved of its responsibility to pay for a benefit because the defendant offered to pay prior to trial. Here, Southern has retained \$10,103 of the contract price, but has recognized the full benefit of Rose Electric's services. The trial court erred in finding Rose Electric could not prove Southern retained a benefit without

paying for it to the extent of the retainage. Accordingly we reverse and direct the trial court to enter judgment for Rose Electric for \$6,948.24—the amount of its prorated share of the retainage.

We also reverse the trial court's order denying Rose Electric recovery for the change orders. As previously noted, no express contract between Rose Electric and Southern existed in this case. The court's only discussion of the quantum meruit action based on the change orders was "Southern Produce has offered to pay Rose [Electric] \$10,755.39 for the change orders per its verbal contract." Based on Southern's offer to pay for the change orders, the trial court found Rose Electric failed to prove Southern retained a benefit under conditions that make it unjust for it to retain the benefit without paying its value. As discussed previously, there is no authority to support the assertion that a defendant is relieved of its responsibility to pay for a benefit because the defendant offered to pay prior to trial. Rose Electric modified the electrical plans to better suit Southern's work process; Southern has realized the benefit of Rose Electric's services; and Southern has not paid for those services. See *Swanson*, 350 S.C. at 121, 564 S.E.2d at 119 (noting the elements of quantum meruit are: "1) a benefit conferred by the plaintiff upon the defendant; 2) realization of that benefit by the defendant; and 3) retention of the benefit by the defendant under circumstances that make it inequitable for him to retain it without paying its value"). We find Rose Electric is entitled to be paid the stipulated price for its work and remand to the trial court to enter judgment in the amount of \$10,755.39 for those services.

We reverse and remand to the trial court to modify its judgment to include an award of damages to Rose Electric in the amount of \$17,703.63 and to address Rose Electric's claim for prejudgment interest.

## CONCLUSION

For the foregoing reasons, the decision of the trial court is

REVERSED AND REMANDED.

## FOOTNOTES

1. Rose Electric challenges the trial court's finding that the total cost of the project was \$213,385.00, and that the architectural plans were included in the total project price. We recognize in an action in equity, this court may find the facts based on our own view of the preponderance of the evidence. *First Nat'l Bank of S.C. v. Soden*, 333 S.C. 554, 567, 511 S.E.2d 372, 379 (Ct. App. 1998). "However, we are not required to disregard the findings of the trial [court] who saw and heard the witnesses and was in a better position to judge their credibility." *Id.* Evidence supported both Rose Electric and Southern's respective position. We find the issue of whether the architectural plans were intended to be part of the contract price was an issue of credibility. Accordingly,

we adopt the trial court's finding that the total contract price of the project included the architectural plans.

2. Rose Electric argues Southern should not be able to use their payments to Cooler Erectors as a defense to Rose Electric's quantum meruit claim because Cooler Erectors was not a licensed general contractor in South Carolina. We disagree that Cooler Erector's status as an unlicensed general contractor prohibits Southern from relying on its payments to Cooler Erectors as a defense in this case. Section 40-11-370 of the South Carolina Code (2011) prohibits unlicensed contractors, like Cooler Erectors, from attempting to enforce a contract they entered into. That statute does not prohibit individuals who contract with unlicensed general contractors from alleging payment to those contractors as a defense to claims by subcontractors. We affirm the trial court's determination that Cooler Erector's status as an unlicensed general contractor is irrelevant to this case.

LOCKEMY, C.J.:

WILLIAMS and MCDONALD, JJ., concur.



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Department of Labor, Licensing and Regulation

Residential Builders Commission



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Emily H. Farr  
Director

[www.llr.sc.gov/POL/ResidentialBuilders/](http://www.llr.sc.gov/POL/ResidentialBuilders/)

February 1, 2024

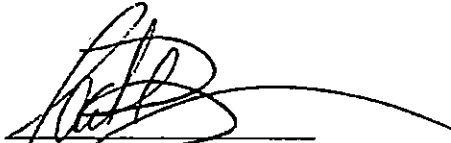
The undersigned, having first been duly sworn, does hereby attest or affirm the following:

1. She is Administrator for the Residential Builders Commission, South Carolina Department of Labor, Licensing and Regulation.
2. She has conducted a search of the Department of Labor, Licensing and Regulation's Residential Builders Commission records and has found no evidence that Christopher Jones d/b/a Equity Works LLC has been licensed/registered by the Residential Builders Commission as a licensee/registrant.
3. As of the date of this affidavit, there is no one or no entity currently licensed/registered by the name of Christopher Jones d/b/a Equity Works LLC.

Further Affiant sayeth not.

Please contact this office if you have any questions concerning this matter.

Janet Baumberger  
Administrator

  
Administrators Signature

Sworn and Subscribed before me this 1st day of February, year 2024.

  
NOTARY SIGNATURE

  
NOTARY PRINTED NAME

My Commission Expires: 3/23/31