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**Apr 08 2025**

**SC Court of Appeals**

THE STATE OF SOUTH CAROLINA  
In The Court of Appeals

APPEAL FROM LEXINGTON COUNTY  
Court of Common Pleas Bentley

Price, Circuit Court Judge

Case No. 2024-000420

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**SEP 26 2025**

**SC Court of Appeals**

Crescent Roofing & Remodeling, LLC, Respondent,

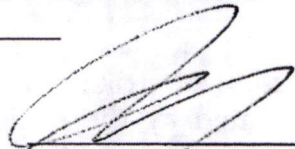
v.

Eric Ragsdale,

Appellant.

**INITIAL BRIEF OF APPELLANT**

April 7<sup>th</sup>, 2025



Eric Ragsdale, Prose  
121 Shumpert Rd  
Columbia, South Carolina 29172  
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Appellant Prose

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### STATEMENT OF THE CASE

In this case Crescent Roofing & Remodeling LLC (the Respondent) v. Eric Ragsdale, (the Appellant), the Respondent filed July 2022, a collection complaint in the magistrate court, for \$4,902.56, a disputed balance from \$21,852.94, Respondent being paid \$16,950.38.

The Appellant filed a counter complaint September 8, 2022, for \$21,627.64, outlining specific claims, including but not limited to, the damages, and amount of damages with invoices adjoining filing to the court and Respondent. The claims included fraudulent misrepresentation, substandard incomplete work by subcontractors, and damage to property in work performance.

The amount in controversy exceeded the court's jurisdiction and was moved to the Court of Common Pleas, November 14, 2022. Notice of Alternative Dispute Resolution (ADR) was ordered June 14, 2023, requiring ADR, by September 12, 2023.

The Respondent's attorney communicated to the selected mediator, without waiver, on October 4, 2023, failing to show cause or proof of exemption why sanctions should not be imposed, only expressing the necessity to *delay mediation to perform discovery that Respondent had some understanding of the basis for the \$22,000 counterclaim and the inability to mediate without evidence.*

The Appellant responded, arguing that the respondent's actions delayed the ADR process failed to adhere to Supreme Court Order dated November 12, 2015, S.C.Ct. Ann.R.3, annexed rules governing the ADR process in South Carolina, with no impact on discovery.

The Appellant filed a response to dmccaslinsc@sccourts.org, the Chief Administrative Judge (CAJ), October 25, 2023, to Respondent's request for ADR extension to court mediator by email. That the actions of the Respondent undermine the procedural requirement and requested a sanction for their pleadings to be stricken.

The Appellant, although inartfully pleaded, received no answer from the (CAJ) concerning the petition until the order in this matter before the court in this appeal.

Then the Respondent filed a Notice And Motion for ADR extension to the (CAJ), November 1, 2023, for deference of the ADR requirement to the end of 2023.

The Respondent non-compliant almost sixty (60) days over the ADR 300 day deadline, filed a motion to Compel discovery instead of facilitating ADR and or file for a procedural exception of delay for good cause of ADR participation or willing in good faith participate in the mandated mediation.

The issue in this case is the harsh sanction Order to strike Appellant's answer and meritorious counterclaims. The court expressly declined to construe the Supreme Court's order dated November 12, 2015, the mediation mandate in all 46 counties in all civil cases, in contrast to Respondent's conduct compared the harsh medicine unreasonably administered to the Appellant beyond the necessity of the situation.

The court abused its discretion, demonstrated in the order written by the Respondent's attorney, based on factual conclusions without evidentiary support, and surmising facts unsupported by the record to dismiss meritorious grounds of a prose litigant, setting a trap for self-represented litigant on technical ignorance not gross indifference to rights of the adverse party.

## STATEMENT OF THE FACTS

Respondent served the Appellant with discovery and the Appellant provided responses, documents and objections each numerically accordingly, *"The information supplied in these Answers is not based solely on the complete knowledge of the executing party, but attempt to comply to request, with limited skill and as a layman"* (sio).

### RESPONSE TO PLAINTIFFS' FIRST SET OF INTERROGATORIES

Pursuant to Rules 26 and 33 of the South Carolina Rules of Civil Procedure, Defendant Eric Ragsdale ("Defendant") hereby responds to Plaintiffs' First Set of Interrogatories to Defendant Eric Ragsdale, answered by number of each question in discovery document, identically numerically. (sid)

Respondent served Appellant more specific answers with objections to Appellant's answers provided in the discovery. The posture of the case that proves or disproves the claims as the facts were unreasonably cumulative or duplicative and would be determinable by trial and the extent that they sought information or documents that is equally available and were provided to Respondent before the dispute evolved into the complaints. (sit)

Claims were substantiated by pictures, text between both parties and knowledgeable to both sides and in the parties possession, other than any defenses beyond the ability be provided by the Appellant as a layman.

Appellant with reasonableness but limited knowledge, although in good faith, but most certainly possibly in error of ignorance, not by deliberate, willful bad faith, willfulness, or gross indifference to the rights of the Respondent, complied with discovery.

Respondent filed a Motion To Compel Discovery for more specific answers that resulted in the issues addressed on this Appeal.

## STANDARD OF REVIEW

**I. Circuit court abused its discretion sanctioning appellant by striking answer and counterclaims for discovery violation not determining some element of bad faith and going beyond the necessities of the situation to foreclose a decision on the merits of the case**

The Appellant complied with the discovery request of the Respondent under the directive of the rules in the knowledge of his interpretation given the resources available on the internet and other sources and responding accordingly. The Respondent, in opposition to the information filed a second request to more specific answers to the discovery. Appellant adhering to the mandates of ADR countered for a mediation to in a separate motion, for an Alternate Dispute Resolution Rule To Show Cause, among other reasons that may be entertained, as to why at the Court's discretion of dismissal or compelled arbitration under the circumstances may be appropriate for Plaintiff's willful failure to comply with the 300 day deadline "404 S.C. at 64, 744 S.E.2d at 551." Rickerson v. Karl, 412 S.C. 215,219, 225 (S.C. Ct. App. 2015), until notified with Order To Show Cause from the Clerk Of Court.

An abuse of discretion dictates this court reversal of the lower court's decision as to an imposition of sanctions under Rule 37(d) of a clear abuse of discretion. Pioneer Elecs. (USA) Inc. v. Cook, 294 S.C. 135, 137, 363 S.E.2d 112, 113 (Ct. App. 1987). The Appellant appeared before the court the first time under the motion by the Respondent for a Motion To Compel a second set of discovery request. No order had been enacted or pending directing the Appellant to answer Respondent's discovery request on the previous discovery disagreements. It is only "If a party fails to obey an order to provide or permit discovery, the trial court may impose sanctions such as striking pleadings, dismissing the action, or rendering a default judgment." Griffin Grading & Clearing, Inc. v. Tire Service Equip. Mfg. Co., Inc., 334 S.C. 193, 198, 511 S.E.2d 716, 718 (Ct. App. 1999) (citing Rule 37(b)(2)(C),

SCRCF). "However, when the court orders default or dismissal, or the sanction itself results in default or dismissal, the end result is nevertheless harsh medicine that should not be administered lightly." *Karppi v. Greenville Terrazzo Co., Inc.*, 327 S.C. 538, 542-43, 489 S.E.2d 679, 682 (Ct. App. 1997). In this present case under the circumstances the sanction was much more severe than the discovery violation and striking the answers and counterclaims and no finding of the court of bad faith. "Before invoking this severe remedy, the trial court must determine that there is some element of bad faith, willfulness, or gross indifference to the rights of other litigants." *Id.* at 543, 489 S.E.2d at 682. "The sanction imposed should be reasonable, and the court should not go beyond the necessities of the situation to foreclose a decision on the merits of a case." *Id.* "The sanction should be aimed at the specific misconduct of the party sanctioned." *Id.* "In determining the appropriateness of a sanction, the court should consider such factors as the precise nature of the discovery and the discovery posture of the case, willfulness, and degree of prejudice." *Griffin*, 334 S.C. at 199, 511 S.E.2d at 719. In this case there was no willful disregard to discovery, and sanctions is not supported by substantial evidence. This Court should reverse the decision of the lower Court.

**II. The sanction of striking meritorious claims was excessive, harsh, not warranted by the evidence, and was unreasonable with no evidence or element of bad faith, willfulness, or gross indifference to the rights of litigant and an abuse of discretion**

A prose litigant, in comparison to a skill competent attorney possessing legal knowledge demonstrates inartful application and precision of technical required rules. Lack of knowledge is not an element to punish the litigant exercising gross indifference to the constitution, as demonstrated when the court had wide latitude and discretion providing an appropriate remedy in this matter. No reasonable facts support this type of sanction and has prejudiced the right to access the courts for redress as a citizen of South Carolina, where the legal profession has become a commerce and the remedy for justice for prose litigants daunting. Allowing those without aid of counsel to be dismissed under technical ignorance.

The sanctions administered in this case before this court, considering the Appellant's limited legal knowledge should have been administered lightly as a prose litigant. By imposing these harsh sanctions to litigant, absence of bad faith or gross indifference foreclosed an opportunity to prevail on the merits and or the right to a jury trial.

"any sanction imposed must "be aimed at the specific conduct of the party sanctioned and not go beyond the necessities of the situation to foreclose a decision on the merits of a case" *Ironwork Prods. v. Bobcat of Greenville, LLC*, No. 2023-UP-246, 4 (S.C. Ct. App. Jun. 21, 2023)

**III. Court abused its discretion by not viewing the pleadings less stringent standard and denying equal protection of the law scolding Appellant in hearing for representing himself prose holding the law dictates no allowance for ignorance being held to the same standard as an attorney and denying due process determining a punitive claim in a motion to compel hearing akin to 8(f) FRCP which hold that all pleading shall be construed to do substantial justice**

The lower court in its final determination failed to recognize with any kind of leniency to the Appellant in the complex orchestration of the process apply broad and liberal interpretation to the response given in the discovery mechanism. The Supreme Court of the United States has recognized prose pleadings are to be considered without regard to technicality, and prose litigant's pleadings are not held to the same standards of perfection as lawyers. *Conley v. Gibson*, 355 U.S. 41 at 48 (1957), *Davis v. Wechler*, 263 U.S. 22, 24; *Stromberg v. California*, 283 U.S. 359; *NAACP v. Alabama*, 375 U.S. 449, *Maty v. Grasselli Chemical Co.*, 303 U.S. 197 (1938)' Pleadings are intended to serve as a means of arriving at fair and just settlements of controversies between litigants. They should not raise barriers which prevent the achievement of that end. Proper pleading is important, but its importance consists in its effectiveness as a means to accomplish the end of a just judgment." *NAACP v. Button*, 371 U.S. 415); *United Mineworkers of America v. Gibbs*, 383 U.S. 715; and *Johnson v. Avery*, 89 S. Ct. 747 (1969), *Boyd v. United*, 116 U.S. 616 at 635 (1885) Justice Bradley, "It may be that it is the obnoxious thing in its mildest form; but illegitimate and unconstitutional practices get their first footing in that way; namely, by silent approaches and slight deviations from legal modes of procedure. This can only be obviated by adhering to the rule that constitutional provisions for the security of persons and property should be liberally construed. A close and literal construction deprives them of half their efficacy, and leads to gradual depreciation of the right, as if it consisted more in sound than in substance. It is the duty of the Courts to be watchful for the Constitutional Rights of the Citizens, and against any stealthy encroachments thereon.

## CONCLUSION

Based on the foregoing reasons, this court should reverse the trial court's order dismissing Appellants answers and counterclaims and remand the case to the trial court for mediation on the entire merits of the Appellant's answer and counterclaims.

April 7, 2025.



---

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APPEAL FROM LEXINGTON COUNTY  
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Bentley Price, Circuit Court Judge

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Crescent Roofing & Remodeling, LLC, Respondent,

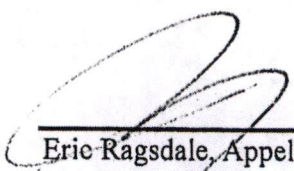
v.

Eric Ragsdale, Appellant.

CERTIFICATE OF SERVICE

I certify that I have provided the Respondent Initial Brief, April 7, 2025, to Robert Sam Phillips, 1025 Calhoun St. Box 3, Columbia S.C. 29201, attorney of record in the above-captioned matter.

April 7, 2025.

  
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STATE OF SOUTH CAROLINA )  
COUNTY OF LEXINGTON ) COURT OF COMMON PLEAS NONJURY

CRESCENT ROOFING & REMODELING, LLC, ) TRANSCRIPT  
PLAINTIFF, ) OF  
vs. ) RECORD  
ERIC RAGSDALE, ) 2022-CP-32-3934  
DEFENDANT. )

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

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B E F O R E:

SEP 26 2025

THE HONORABLE BENTLEY D. PRICE, Judge SC Court of Appeals

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

ROBERT B. PHILLIPS  
ESQ.  
Attorney for the Plaintiff

ERIC RAGSDALE  
Pro Se

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

(WHEREUPON, there were no exhibits marked or  
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P R O C E E D I N G S

THE COURT: Crescent Roofing & Remodeling versus Eric Ragsdale.

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

MR. RAGSDALE: Good afternoon.

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

MR. PHILLIPS: Yes, Your Honor.

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

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

THE COURT: Yeah.

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

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

MR. PHILLIPS: Your Honor, if I could?

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

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

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

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

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

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

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

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

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

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

25 There were 33 interrogatories. They were just the

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

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

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

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

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

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

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

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

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

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

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

25 As to Standard Interrogatory Number 1, who are your

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

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

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

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

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

1 agreed to postpone the mediation.

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

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

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

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

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

1 prove they were done in bad faith.

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

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

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

16 Thank you, Your Honor.

17 THE COURT: All right. Thank you.

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

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

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

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

5 MR. RAGSDALE: Yes, sir.

6 How you doing, Your Honor?

7 THE COURT: Fine.

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

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

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

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

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

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

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

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

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

25 As far as any information that the Court requires for

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

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

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

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

25 Mr. Phillips, just send me an order.

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MR. PHILLIPS: I will, Your Honor. Appreciate it.  
THE COURT: Have a good day.  
MR. PHILLIPS: Thank you, sir.

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

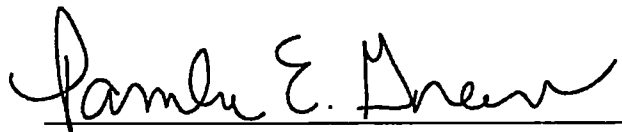
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C E R T I F I C A T E

I, Pamela E. Green, Official Court Reporter for the State of South Carolina, do hereby certify that the foregoing is a true, accurate and complete Transcript of Record of the proceedings had and evidence introduced in the trial of the captioned case, relative to appeal, in the Court of Common Pleas Nonjury for Lexington County, South Carolina, on the 6<sup>th</sup> day of February, 2024.

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

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



PAMELA E. GREEN, Court Reporter

September 22, 2025

The Honorable Catherine S Harrison  
Chief Deputy Clerk, South Carolina Court of Appeals  
1220 Senate Street,  
Columbia, South Carolina 29201  
[ctappfilings@sccourts.org](mailto:ctappfilings@sccourts.org)  
(By Us Mail)

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RE: Crescent Roofing & Remodeling, LLC v. Eric Ragsdale Appellate Case  
No. 2024-000420

Dear Ms Harrison:

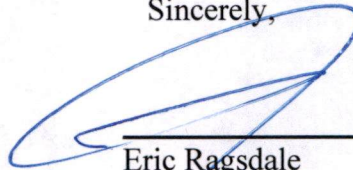
Based on my understanding, I believe the documents you requested is as the following.

Please instruct if any further documents filed may be required in hardbound form.

Enclosed for the filing per your request:

- (1) Hardbound copy of Initial Brief filed April 8, 2025, served on the opposing counsel in the above case
- (2) Transcript of Record
- (3) Proof of service on the respondent

Sincerely,



Eric Ragsdale  
121 Shumpert Rd  
West Columbia S.C., 29172  
803 309-0539  
[ericragsdale60@gmail.com](mailto:ericragsdale60@gmail.com)  
Pro'se Appellant

cc: By US Mail April 8, 2025  
Robert B. (Sam) Phillips  
The Phillips Firm, LLC  
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Retail



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