

## VIOLATED LAWS

Reason: filed suit #1

**South Carolina Code of Laws SECTION 40-59-30, (A)** A person or firm who engages or offers to engage in the business of residential building or residential specialty contracting without first having registered with the commission or procured a license from the commission, which has not expired or been revoked, suspended, or restricted or who knowingly presents to, or files with, the commission false information for the purpose of obtaining a license or registering with the commission is guilty of a misdemeanor and, upon conviction, must be fined not less than five hundred dollars or more than ten thousand dollars or imprisoned for not less than thirty days, or both.

**SECTION 40-11-30.**Licensing requirement.No entity or individual may practice as a contractor by performing or offering to perform contracting work for which the total cost of construction is greater than ten thousand dollars for general contracting or greater than ten thousand dollars for mechanical contracting without a license issued in accordance with this chapter.

**SC Code § 40-59-20 (2024) (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 which is not over three floors in height and which does not have more than sixteen units in any single apartment building, 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.

(7) "Residential specialty contractor" means an independent contractor who contracts with a licensed residential builder, general contractor, or individual property owner to do construction work, repairs, improvement, or reimprovement which requires special skills and involves the use of specialized construction trades or craft, when the undertakings exceed five hundred dollars and are not regulated by the provisions of Chapter 11. A residential specialty contractor is not authorized to construct additions to residential buildings or structures without supervision by a residential builder or other appropriately licensed person or entity. Residential specialty contracting includes the following areas of contracting and other areas as the commission may recognize by regulation:

- (a) plumbers;
- (b) electricians;

**Breach of Trust with Fraudulent Intent (16-13-230)**

RECEIVED

JAN 23 2026

SC Court of Appeals

This section covers situations where someone entrusted with property or money uses it fraudulently, potentially including instances of misappropriation of funds in construction projects.

**Contracting Without a License (40-11-10):**

This section prohibits contracting without a valid license, and penalties for violating this can range from monetary fines to imprisonment.

**SCCOL Section 15-3-530(1) Negligence( All this is on Evidence file #19)**

**Title VII of the Civil Rights Act 1964(On Evidence file 21A)** A private home, as noted, is a contractor's work environment if that is where they are performing contracted services.

**South Carolina Code Section 16-3-652b Extortion (On Evidence file 21A)** The legal term extortion generally refers to obtaining something of value (like money, property or an act) from a person using threats, force, or fear.

**South Carolina Code Section 16-3-1700, and South Carolina Code Section 16-3-1700 (B) (on Evidence file 21b)** This covers the Defendant's calls, language, and illusion of personal relationship.

19

**STATE OF SOUTH CAROLINA CONSTRUCTION COMPENDIUM OF LAW**

**I. Breach of Contract** A breach of contract claim can be asserted by the purchaser against the general contractor, as well as by the general contractor against its subcontractors. A breach of contract claim in South Carolina is subject to a three-year statute of limitations. See S.C. Code Ann. §15-3-530(1).

**II. Negligence** In order to prove negligence, a plaintiff must show: (1) defendant owes a duty of care to the plaintiff; (2) defendant breached the duty by a negligent act or omission; (3) defendant's breach was the actual and proximate cause of the plaintiff's injury; and (4) plaintiff suffered an injury or damages. *Doe v. Marion*, 373 S.C. 390, 400, 645 S.E.2d 245, 250 (2007). The causative violation of a statute constitutes negligence per se and is evidence of recklessness and willfulness, requiring the submission of the issue of punitive damages to the jury. Violation of a statute does not constitute recklessness, willfulness, and wantonness per se, but is some evidence that the defendant acted recklessly, willfully, and wantonly. It is always for the jury to determine whether a party has been reckless, willful, and wanton. However, it is not obligatory as a matter of law for the jury to make such a finding in every case of a statutory violation.

P. Inasmuch as Plaintiff's secondary source of income is dividends from investment; she respectfully requests replacement of monies in interest lost, due to repairs, required to utilize the bathroom she paid for which was not to code, therefore unsafe. Debits/ credits to checking will be provided.

COST WORK TO BATH ADDITION			
4/8/22	Check # 9188	Charlie Ard	\$6,000.00
4/9/23	Check #3761	Charlie Ard	\$2,000.00
4/15/22	Check #9200	Charlie Ard	\$5,700.00
4/22/23	Check #7777	Charlie Ard	\$3,250.00
4/27/22	Check #3762	Charlie Ard	\$1,000.00
4/29/22	Check #3764	Charlie Ard	\$2,650.00
5/4/22	Check #3766	Charlie Ard	\$2,250.00
TOTAL			\$22,850.00

## REASONS FOR FAILED INSPECTION

1. GFCI breaker within 6' of sink and shower.

The National Electric Code requires Ground Fault Circuit Interrupters in wet areas, inclusive of bathrooms. Just about every region has some sort of requirement for ground-fault detection, and thousands of lives have been saved around the globe. The GFCI is designed to protect people from severe or fatal electric shocks but because a GFCI detects ground faults, it can also prevent some electrical fires and reduce the severity of other fires by interrupting the flow of electric current. The Defendants left GFCI breakers out when installing my bathroom. Mr. Charlie Ard, in fact, told this plaintiff my bath was ready to use.

After research this was learned: The NEC requires that all outlet receptacles in a bathroom be GFCI protected. Outlet circuit must be 20 amps: The outlets in a bathroom should be served by a 20-amp circuit, separate from the lighting circuit, to provide power items such as curling irons, razors, and hairdryers.

According to the National Electric Code (NEC), it requires a minimum of one GFCI-protected outlet per bathroom. The national recommendation is more than one, like two or three. You get to decide how many outlets you want to protect but **have to have a minimum of one in your bathroom.**

GFCIs are a type of circuit breaker used to shut off power when there is an imbalance between the incoming and outgoing current. The main purpose of GFCI outlets is to prevent the risk of electrical shock from happening. Barely noticeable in the bathroom, **a GFCI outlet can prevent shocks and electrocution.**

2. Protect NM at water Heater.

Runs of NM cable must be supported at least every 54 inches. They also must be secured within 12 inches of an electrical box that includes a cable clamp or within eight inches of a box or enclosure without a cable clamp.

Without conduit, wires can get damaged, which can lead to **electrical fires and shocks.** The insulation on unprotected wires can wear off over time, exposing live wires. Properly installed conduit makes inspection, maintenance, and repairs much easier

3. ARCH fault breaker needed for all other outlets.

14

An arc fault breaker differs from a GFCI outlet or circuit breaker in that it detects slow electrical leaks. A slow leak typically occurs when wiring is compromised but not completely shorted. Some studies reveal that electrical wiring issues account for over 150 home fires across the United States *each day*. A slow leak typically occurs when wiring is compromised but not completely shorted. Slow, but still hazardous. An AFCI is a product that is designed to detect a wide range of arcing electrical faults to help reduce the electrical system from being an ignition source of a fire. Conventional overcurrent protective devices do not detect low level hazardous arcing currents that have the potential to initiate electrical fires.

4.No means of egress provided per R301.1

5.Need thermal expansion device on water heater. This work done by Andy Bisognia, invoice available.

6.Need handrails on both sides of ramp.

7. There is also the fact the defendants wired, illegally and against code,tying a 10-2 wire into the disconnect box for the heat pump. This caused a circuit overload, which caught the disconnect on fire. This could have caused severe fire damage to my home. It blew the shed in front wiring, and a new circuit needed be run to that shed. The disconnect box/fuse needed to be replaced.

I will file suit if these defects are not repaired,

0020255279

>253271916<  
First Palmetto Bank #029  
2022-04-15  
0029265378  
Batch 318767104

04/15/2022 12:06 PM  
Account 565708656  
Receipt

5,700.00



**Victoria Joy Stevers**  
(843) 516-1541  
4311 Bryant St Loris SC 29569-2676

April 15, 2022

REMITTER: VICTORIA JOY STEVENS

\*\*\*\* Five Thousand Seven Hundred and 00/100\*\*\*\*

\$ 5,700 00

CHARLIE ARD

MEMO:

⑈060019200⑈ ⑆253271916⑆ 56⑈5708656⑈ 009

*Victoria Joy Stevens*  
(843) 516-1541  
4311 Bryant St Loris SC 29569-2676

Victoria Joy Stevens  
(843) 516-1541  
4311 Bryant St. Lotts SC 29569-2676

(W)

SECURITY FEATURES INCLUDE TRUE WATERMARK PAPER, HEAT SENSITIVE ICON AND FOIL HOLOGRAM



# OFFICIAL CHECK

No. 060019200

April 15, 2022

AMOUNT

\$ 5,700.00

REMITTER: VICTORIA JOY STEVENS

\*\*\*\* Five Thousand Seven Hundred and 00/100\*\*\*\*

PAY TO THE ORDER OF CHARLIE ARD

VOID AFTER 180 DAYS

MEMO:

VALID VAL  
D VALID VALI  
D VALID VALIE  
VALID VALII  
VALID VALI

*Charlie Ard*  
\_\_\_\_\_  
AUTHORIZED SIGNATURE

⑈060019200⑈ ⑆253271916⑆ 56⑈5708656⑈

Details on Back. Security Features Included



DEBIT TRANSACTION FORM DATE 3/22/22

ACCOUNT NAME Victoria Stevens  
PREPARED BY [Signature]  
CUSTOMER SIGNATURE [Signature] \$ 100.00

2305390348

#0000 03/22/2022 \$100.00

DEBIT TRANSACTION FORM DATE 3/25/22

ACCOUNT NAME Victoria Stevens  
PREPARED BY [Signature]  
CUSTOMER SIGNATURE [Signature] \$ 200.00

2305390348

#0000 03/25/2022 \$200.00

DEBIT TRANSACTION FORM DATE 4/1/22

ACCOUNT NAME Victoria J. Stevens  
PREPARED BY S.W. [Signature]  
CUSTOMER SIGNATURE [Signature] \$ 300.00

2305390348

#0000 04/01/2022 \$300.00

DEBIT TRANSACTION FORM DATE 4/8/22

ACCOUNT NAME Victoria Joy Stevens  
PREPARED BY S.W. [Signature]  
CUSTOMER SIGNATURE [Signature] \$ 6000.00

2305390348

#0000 04/08/2022 \$6,000.00

DEBIT TRANSACTION FORM DATE 4/8/22

ACCOUNT NAME Victoria J Stevens  
PREPARED BY S.W. [Signature]  
CUSTOMER SIGNATURE [Signature] \$ 100.00

2305390348

#0000 04/08/2022 \$100.00

DEBIT TRANSACTION FORM DATE 4/12/22

ACCOUNT NAME Victoria Stevens  
PREPARED BY [Signature]  
CUSTOMER SIGNATURE [Signature] \$ 150.00

2305390348

#0000 04/12/2022 \$150.00

DEBIT TRANSACTION FORM DATE 4/15/22

ACCOUNT NAME Victoria Stevens  
PREPARED BY [Signature]  
CUSTOMER SIGNATURE [Signature] \$ 5700.00

2305390348

#0000 04/15/2022 \$5,700.00

VICTORIA JOY STEVENS 3741  
4311 BRYANT ST. 03791232  
LORIS, SC 29569-2678

3/1/22

Pay to the Order of Blanton's Trucking Supply \$ 208.00

First Palmetto Bank

#3741 03/30/2022 \$208.00

VICTORIA JOY STEVENS 3743  
4311 BRYANT ST. 03791232  
LORIS, SC 29569-2678

3/28/22

Pay to the Order of Rich Tussacian \$ 250.00

First Palmetto Bank

#3743 04/04/2022 \$250.00

VICTORIA JOY STEVENS 3761  
4311 BRYANT ST. 03791232  
LORIS, SC 29569-2678

4/4/23

Pay to the Order of Charlie Ard \$ 2,000.00

First Palmetto Bank

#3761 04/04/2022 \$2,000.00

Check #'s  
3761 = 2000

Victoria Joy Stevens  
(843) 516-1541  
4311 Bryant St Lorris SC 29569-2676

15000  
6000  
2000  
5700  
-----  
28,750

Debit 4/8/22 6000.00  
3761 2000  
Debit 4/15/22 5700.00  
-----  
28,750



DEBIT TRANSACTION FORM DATE 4/20/22

ACCOUNT NAME Victoria Stevens

PREPARED BY [Signature]

CUSTOMER SIGNATURE [Signature] \$ 100.00

045  
2305390348

#0000 04/20/2022 \$100.00

DEBIT TRANSACTION FORM DATE 4-22-22

ACCOUNT NAME Victoria Stevens

PREPARED BY [Signature]

CUSTOMER SIGNATURE [Signature] \$ 3,250.00

045  
2305390348

#0000 04/22/2022 \$3,250.00

The Image for this Item could not be located

#0000 04/28/2022 \$140.00

DEBIT TRANSACTION FORM DATE 5-10-22

ACCOUNT NAME Victoria Stevens

PREPARED BY [Signature]

CUSTOMER SIGNATURE [Signature] \$ 100.00

045  
2305390348

#0000 05/10/2022 \$100.00

VICTORIA JOY STEVENS 3588  
 4311 BRYANT ST. LORIS, SC 29569-2676

Pay to the Order of Grandma's \$ 100.00

One hundred and 00/100 Dollars

For birthday

#3588 04/18/2022 \$100.00

VICTORIA JOY STEVENS 3744  
 4311 BRYANT ST. LORIS, SC 29569-2676

Pay to the Order of Chris family \$ 123.00

One hundred and 23/100 Dollars

For gift

#3744 05/02/2022 \$123.00

VICTORIA JOY STEVENS 3762  
 4311 BRYANT ST. LORIS, SC 29569-2676

Pay to the Order of Charles Ard \$ 1,000.00

One thousand and 00/100 Dollars

For Special Events

#3762 04/27/2022 \$1,000.00

VICTORIA JOY STEVENS 3764  
 4311 BRYANT ST. LORIS, SC 29569-2676

Pay to the Order of Charles Ard \$ 2,650.00

Two thousand six hundred and 50/100 Dollars

For gift

#3764 04/29/2022 \$2,650.00

VICTORIA JOY STEVENS 3765  
 4311 BRYANT ST. LORIS, SC 29569-2676

Pay to the Order of Russell \$ 100.00

One hundred and 00/100 Dollars

For gift

#3765 05/04/2022 \$100.00

VICTORIA JOY STEVENS 3766  
 4311 BRYANT ST. LORIS, SC 29569-2676

Pay to the Order of Charles Ard \$ 2,250.00

Two thousand two hundred and 50/100 Dollars

For high priced labor

#3766 05/04/2022 \$2,250.00

3762 1000.00  
 3764 2650.00  
 3766 2250.00  
 5900.00  
 Debt 9280.00

Victoria Joy Stevens  
 (843) 516-1541  
 4311 Bryant St Loris SC 29569-2676

>253271916<  
First Palmetto Bank #029  
2022-04-22  
0029909730  
Batch 319763376

04/22/2022 2:18 PM  
Account 565708656  
Receipt

3,250.00

**Victoria Joy Stevens**  
**(843) 516-1541**  
**4311 Bryant St Loris SC 29569-2676**

>253271916<  
First Palmetto Bank #029  
2022-04-22  
0029909730  
Batch 319763376

04/22/2022 2:18 PM  
Account 565708656  
Receipt

3,250.00

**Victoria Joy Stevens**  
**(843) 516-1541**  
**4311 Bryant St Loris SC 29569-2676**

000017312

>253271916<  
First Palmetto Bank #029  
2022-04-22  
0029917808  
Batch 319774366

04/22/2022 3:01 PM  
Br# 29 Tr#2902 Seq# 59  
Account 565708656  
On Us Check

3,250.00

*Handwritten signature*

4311 Bryant St Loris SC 29569-2676  
Victoria Joy Stevens  
(843) 516-1541

**Victoria Joy Stevens**  
**(843) 516-1541**  
**4311 Bryant St Loris SC 29569-2676**

0029667211

>253271916<  
First Palmetto Bank #029  
2022-04-08  
0029667211  
Batch 317779685

04/08/2022 1:42 PM  
Br# 29 Tr#2902 Seq# 41  
Account 565708656  
On Us Check

6,000.00

*Carla O'Neil*

①

Victoria Joy Stevens  
(843) 516-1541  
4311 Bryant St Loris SC 29569-2676

①

~

**Victoria Joy Stevens**  
**(843) 516-1541**  
**4311 Bryant St Loris SC 29569-2676**



**Victoria Joy Stevens**  
**(843) 516-1541**  
**4311 Bryant St Loris SC 29569-2676**

0029299475

>253271916<  
First Palmetto Bank #029  
2022-04-15  
0029299475  
Batch 318808225

04/15/2022 1:55 PM  
Br# 29 Tlr#2901 Seq# 38  
Account 565708656  
On Us Check

5,700.00

*Charles W. P.*

*2022  
04/15  
0009*

**Victoria Joy Stevens**  
(843) 516-1541  
4311 Bryant St Loris SC 29569-2676

SECURITY FEATURES INCLUDE TRUE WATERMARK PAPER, HEAT SENSITIVE ICON AND FOIL HOLOGRAM.



FIRST PALMETTO BANK  
Since 1904  
Camden, South Carolina

OFFICIAL CHECK

No. 060019198

April 08, 2022

AMOUNT

\$ 6,000 00

REMITTER: VICTORIA J. STEVENS

\*\*\*\* Six Thousand and 00/100\*\*\*\*

PAY TO THE ORDER OF CHARLIE ARD



MEMO:

VOID AFTER 180 DAYS



*Susan Winborn*  
*Carley Meyler*  
AUTHORIZED SIGNATURE

⑈060019198⑈ ⑆253271916⑆ 56⑈5708656⑈

Victoria Joy Stevens  
(803) 516-1541  
1016 Loris SC 29569-2676

Details on Back



Security Features Included

002967211

>253271916<  
First Palmetto Bank #029  
2022-04-08  
0029667211  
Batch 317779685

04/08/2022 1:42 PM  
Br# 29 Tr#2902 Seq# 41  
Account 565708656  
On Us Check

6,000.00

*Carla - OPR*

Victoria Joy Stevens  
(843) 516-1541  
4311 Bryant St Loris SC 29569-2676

SECURITY FEATURES INCLUDE TRUE WATERMARK PAPER, HEAT SENSITIVE ICON AND FOIL HOLOGRAM



OFFICIAL CHECK

No. 060019200

April 15, 2022

AMOUNT

\$ 5,700.00

REMITTER: VICTORIA JOY STEVENS

\*\*\*\* Five Thousand Seven Hundred and 00/100\*\*\*\*

PAY TO THE ORDER OF CHARLIE ARD

VOID AFTER 180 DAYS

MEMO:

VALID VAL  
VALID VALI  
D VALID VALI  
VALID VALI  
VALID VALI

*Charlie Joy*  
\_\_\_\_\_  
AUTHORIZED SIGNATURE

⑈060019200⑈ ⑆253271916⑆ 56⑈5708656⑈

Victoria Joy Stevens  
(843) 516-1541  
4311 Bryant St Loris SC 29569-2676

Details on Back. Security Features Included

0029299475

>253271916<  
First Palmetto Bank #029  
2022-04-15  
0029299475  
Batch 318808225

04/15/2022 1:55 PM  
Br# 29 Tr#2901 Seq# 38  
Account 565708656  
On Us Check

5,700.00

*Charles W. B.*

Victoria Joy Stevens  
(843) 516-1541  
4311 Bryant St Loris SC 29569-2676



**FIRST PALMETTO BANK**  
 P.O. Box 861 Camden, SC 29021  
 www.firstpalmetto.com

**Statement Ending 04/15/2022**

RETURN SERVICE REQUESTED

VICTORIA JOY STEVENS  
 4311 BRYANT ST  
 LORIS SC 29569-2676

*4311 Bryant St Loris SC 29569-2676  
 (843) 516-1541  
 Victoria Joy Stevens*

**Managing Your Accounts**

- Phone Number (843) 756-1000
- Mailing Address 4311 Main St  
Loris, SC 29569
- Online Access www.firstpalmetto.com

**Summary of Accounts**

Account Type	Account Number	Ending Balance
SENIOR CHECKING	XXXXX0348	\$20,209.22

**SENIOR CHECKING-XXXXX0348**

**Account Summary**

Date	Description	Amount
03/16/2022	Beginning Balance	\$45,990.73
	3 Credit(s) This Period	\$807.50
	17 Debit(s) This Period	\$26,589.01
04/15/2022	Ending Balance	\$20,209.22

**Interest Summary**

Description	Amount
Annual Percentage Yield Earned	0.05%
Interest Days	31
Interest Earned	\$1.50
Interest Paid This Period	\$1.50
Interest Paid Year-to-Date	\$6.69

**Account Activity**

Post Date	Description	Debits	Credits	Balance
03/16/2022	Beginning Balance			\$45,990.73
03/18/2022	BB&T BANKCARD PHONEYMNT 24595373	\$2,010.95		\$43,979.78
03/18/2022	GRACELANDPROPERT PURCHASE VICTORIA JOY ST	\$5,871.00		\$38,108.78
03/22/2022	CHECK	\$100.00		\$38,008.78
03/25/2022	PRINCIPAL FINANC DV01DD2203 CXXXXXX0878PFG		\$64.00	\$38,072.78
03/25/2022	CHECK	\$200.00		\$37,872.78
03/30/2022	CHECK # 3741	\$208.00		\$37,664.78
04/01/2022	SSA TREAS 310 XXSOC SEC XXXXX7957A SSA		\$742.00	\$38,406.78
04/01/2022	CHECK	\$300.00		\$38,106.78
04/01/2022	CHASE CREDIT CRD EPAY 5867713218	\$790.53		\$37,316.25
04/04/2022	CHECK # 3761	\$2,000.00		\$35,316.25
04/04/2022	CHECK # 3743	\$250.00		\$35,066.25
04/08/2022	CHECK	\$100.00		\$34,966.25
	CHECK	\$6,000.00		\$28,966.25
	MSP INS. PREM. 7656415618	\$223.30		\$28,742.95
		\$150.00		\$28,592.95
	SERV ELECT PYMT ***** 7161	\$300.00		\$28,292.95
	SERV ELECT PYMT ***** 1484	\$1,385.23		\$26,907.72
		\$5,700.00		\$21,207.72



**FIRST PALMETTO BANK**  
 P.O. Box 861 Camden, SC 29021  
 www.firstpalmetto.com

**Statement Ending 04/15/2022**

**SENIOR CHECKING-XXXXX0348 (continued)**

**Account Activity (continued)**

Post Date	Description	Debits	Credits	Balance
04/15/2022	CHASE CREDIT CRD EPAY 5897054601	\$1,000.00		\$20,207.72
04/15/2022	INTEREST		\$1.50	\$20,209.22
04/15/2022	Ending Balance			<b>\$20,209.22</b>

**Checks Cleared**

Check Nbr	Date	Amount	Check Nbr	Date	Amount	Check Nbr	Date	Amount
0	03/22/2022	\$100.00	0	04/08/2022	\$6,000.00	3743*	04/04/2022	\$250.00
0	03/25/2022	\$200.00	0	04/12/2022	\$150.00	3761*	04/04/2022	\$2,000.00
0	04/01/2022	\$300.00	0	04/15/2022	\$5,700.00			
0	04/08/2022	\$100.00	3741*	03/30/2022	\$208.00			

\* Indicates skipped check number

**Daily Balances**

Date	Amount	Date	Amount	Date	Amount
03/18/2022	\$38,108.78	04/01/2022	\$37,316.25	04/12/2022	\$28,592.95
03/22/2022	\$38,008.78	04/04/2022	\$35,066.25	04/14/2022	\$26,907.72
03/25/2022	\$37,872.78	04/08/2022	\$28,966.25	04/15/2022	\$20,209.22
03/30/2022	\$37,664.78	04/11/2022	\$28,742.95		

**Overdraft and Returned Item Fees**

	Total for this period	Total year-to-date
Total Overdraft Fees	\$0.00	\$0.00
Total Returned Item Fees	\$0.00	\$0.00

*Victoria Joy Stevens  
 (843) 516-1541  
 4311 Bryant St Loris SC 29569-2676*



**FIRST PALMETTO BANK**  
 P.O. Box 861 Camden, SC 29021  
 www.firstpalmetto.com

**Statement Ending 04/15/2022**

DEBIT TRANSACTION FORM DATE 3/22/22  
 ACCOUNT NAME Victoria Stevens  
 PREPARED BY Creigh  
 CUSTOMER SIGNATURE [Signature] \$ 100.00  
 045  
 2305390348  
 #0000 03/22/2022 \$100.00

DEBIT TRANSACTION FORM DATE 3/25/22  
 ACCOUNT NAME Victoria Stevens  
 PREPARED BY Creigh  
 CUSTOMER SIGNATURE [Signature] \$ 200.00  
 045  
 2305390348  
 #0000 03/25/2022 \$200.00

DEBIT TRANSACTION FORM DATE 4/1/22  
 ACCOUNT NAME Victoria J. Stevens  
 PREPARED BY S. Winkler  
 CUSTOMER SIGNATURE [Signature] \$ 300.00  
 045  
 2305390348  
 #0000 04/01/2022 \$300.00

DEBIT TRANSACTION FORM DATE 4/8/22  
 ACCOUNT NAME Victoria Joy Stevens  
 PREPARED BY S. Winkler  
 CUSTOMER SIGNATURE [Signature] \$ 6000.00  
 045  
 2305390348  
 #0000 04/08/2022 \$6,000.00

DEBIT TRANSACTION FORM DATE 4/8/22  
 ACCOUNT NAME Victoria J Stevens  
 PREPARED BY S. Winkler  
 CUSTOMER SIGNATURE [Signature] \$ 100.00  
 045  
 2305390348  
 #0000 04/08/2022 \$100.00

DEBIT TRANSACTION FORM DATE 4/12/22  
 ACCOUNT NAME Victoria Stevens  
 PREPARED BY Creigh  
 CUSTOMER SIGNATURE [Signature] \$ 150.00  
 045  
 2305390348  
 #0000 04/12/2022 \$150.00

DEBIT TRANSACTION FORM DATE 4/15/22  
 ACCOUNT NAME Victoria Stevens  
 PREPARED BY Creigh  
 CUSTOMER SIGNATURE [Signature] \$ 5700.00  
 045  
 2305390348  
 #0000 04/15/2022 \$5,700.00

VICTORIA JOY STEVENS 3741  
 4311 BRYANT ST. 43781232  
 LORIS, SC 29569-2676  
 Pay to the Order of Blanton's Building Supply \$ 208.00  
 For two hundred and eight dollars  
 FIRST PALMETTO BANK FIRST PALMETTO GOLD ACCOUNT  
 #3741 03/30/2022 \$208.00

VICTORIA JOY STEVENS 3743  
 4311 BRYANT ST. 43781232  
 LORIS, SC 29569-2676  
 Pay to the Order of Rich Tussacian \$ 250.00  
 For two hundred and fifty dollars  
 FIRST PALMETTO BANK FIRST PALMETTO GOLD ACCOUNT  
 #3743 04/04/2022 \$250.00

VICTORIA JOY STEVENS 3761  
 4311 BRYANT ST. 43781232  
 LORIS, SC 29569-2676  
 Pay to the Order of Charlie's Art \$ 2,000.00  
 For two thousand dollars  
 FIRST PALMETTO BANK FIRST PALMETTO GOLD ACCOUNT  
 #3761 04/04/2022 \$2,000.00

Check #s  
 3761 = 2000

4311 Bryant St Loris SC 29569-2676  
 Victoria Joy Stevens  
 (843) 516-1541

1500  
 6000  
 2000  
 5700  
 -----  
 28,750

Debit 4/8/22 6000<sup>00</sup>  
 3761 2000  
 Debit 4/15/22 5700<sup>00</sup>  
 28,750

**Victoria Joy Stevens**  
**(843) 516-1541**  
**4311 Bryant St Loris SC 29569-2676**

060019198



April 08, 2022

REMITTER: VICTORIA J. STEVENS

\*\*\*\* Six Thousand and 00/100 \*\*\*\*

\$ 6,000.00

CHARLIE ARD

MEMO:

⑆060019198⑆ ⑆253271916⑆ 56⑆⑆5708656⑆ 009

①

Victoria Joy Stevens  
(843) 516-1541  
4311 Bryant St Loris SC 29569-2676

060019198



April 08, 2022

REMITTER: VICTORIA J. STEVENS

\*\*\*\* Six Thousand and 00/100\*\*\*\*

\$ 6,000.00

CHARLIE ARD

MEMO:

⑆060019198⑆ ⑆253271916⑆ 56⑈5708656⑈ 009

*Victoria Joy Stevens*  
*(843) 516-1541*  
*4311 Bryant St Loris SC 29569-2676*



# Harolds Ac Repair Service And Installation

INVOICE	#110
DUE	Upon receipt
AMOUNT DUE	<b>\$170.92</b>

Victoria Stevens  
4311 Bryant St  
Loris, SC 29569

## CONTACT US

1301 Cedar Branch rd  
Loris, SC 29569

(843) 877-6184

haroldsacrepairservice@gmail.com

## INVOICE

Services	amount
	\$85.00

Checked the system found that someone tied in a 10-2 wire into the disconnect box for the heat pump system. The disconnect box had over heated and burn the wire off. The 60 amp disconnect box was replace for the heat pump system and the 10-2 wire running to the shed was not install back into the disconnect box need to have a electrician run a new circuit for the shed .

Materials	amount
No Fuse Disconnect	\$85.92
No fuse disconnect	

Subtotal	\$170.92
Total Tax	\$0.00
8% (8%)	\$0.00
<b>Total</b>	<b>\$170.92</b>

Harolds Ac Repair Service And  
Installation | M#115496

<http://www.haroldsacrepair.com>

**Victoria Joy Stevens**  
**(843) 516-1541**  
**4311 Bryant St Loris SC 29569-2676**



21A

Federal law, specifically Title VII of the Civil Rights Act of 1964, prohibits sexual harassment in the workplace, but does not extend to private homes or public spaces. South Carolina law, like the South Carolina Human Affairs Law, also prohibits sexual harassment in the workplace, but it also includes provisions against sexual assault and harassment in both private and public settings, though it may be broader in scope than federal law.

Whether a person's home can be considered a workplace when a contractor performs work there depends on the specific context and legal definitions being considered.

- For the Contractor: Yes, it's their workplace. The contractor's work environment is wherever they are performing contracted services.
- **South Carolina Human Affairs Law:** Provides broader protection against discrimination, including sexual harassment, in various settings, including employment.
- **South Carolina Code Section 16-3-652:** Defines criminal sexual conduct in the first degree.

SC Code § 16-3-652 (2022)

(1) A person is guilty of criminal sexual conduct in the first degree if the actor engages in sexual battery with the victim and if any one or more of the following circumstances are proven:

(a) The actor uses aggravated force to accomplish sexual battery.

(b) The victim submits to sexual battery by the actor under circumstances where the victim is also the victim of forcible confinement, kidnapping, trafficking in persons, robbery, **extortion**, burglary, housebreaking, or any other similar offense or act.

*Extortion, in a legal context, generally refers to the crime of obtaining something of value (like money, property, or an act) from another person by using threats, force, or fear. It involves using intimidation to induce someone to consent to giving something over, even if they do not want to. Refusing to provide a service after it's been paid for, or threatening to withhold a service, could be considered extortion if done through coercion or threats. However, simply refusing to perform a service after payment doesn't automatically constitute extortion. Extortion usually involves using force or fear to compel someone to hand over money, property, or a service.*

*Here's a more detailed breakdown:*

(2) Criminal sexual conduct in the first degree is a felony punishable by imprisonment for not more than thirty years, according to the discretion of the court..

21b

HISTORY: 1977 Act No. 157 Section 2; 1998 Act No. 372, Section 4; 2000 Act No. 355, Section 1; 2010 Act No. 289, Section 5, eff June 1

Refusing or threatening to withhold paid-for services due to sexual harassment, especially when coupled with repetitive harassment, could be considered a form of extortion or blackmail, depending on the jurisdiction and specific circumstances. Extortion involves using threats to compel someone to part with something of value, and the threat of withholding services could be seen as such. If the sexual harassment is ongoing and creating a hostile environment, it could also be considered coercion, making the refusal of services more likely to be considered extortion.

•

•

- **South Carolina Code Section 16-3-1700:** Defines harassment in the second degree, including a pattern of intentional, substantial, and unreasonable intrusion into private life.
- **South Carolina Code Section 16-3-1700(B):** Defines harassment in the second degree as a pattern of intentional, substantial, and unreasonable intrusion into the private life of a targeted person.

Loris Print & Ship  
4251 Main St  
LORIS, SC 29569  
Phone: 843-756-7447 | Fax: 843-633-2019

*#2 cost of printing  
don't do it*

Invoice # 35198 | Total Due: \$0.00 | Due Date: Paid | Page: 1

Bill To:

Invoice Date: February 12, 2025  
Customer ID: 0

QUANTITY	DESCRIPTION	PRICE	EXTENDED
4	PRINT CHARGE	\$2.00	\$8.00
1	STAMPER #2260	\$39.00	\$39.00 TX
1	LABOR	\$30.00	\$30.00
1	Document Finishing	\$10.00	\$10.00
89	COPY LTR COLOR	\$0.31	\$27.59 TX
	Regular: .46 Saved: 13.35		

*I Curtis Russ completed this for Victoria Stevens.*

Workstation: 25 - Auxiliary Workstation1  
Notes:

Subtotal: \$114.59  
Sales Tax: \$5.33  
Total Sale: \$119.92  
Deposit: \$119.92  
Total Due: \$0.00

**Victoria Joy Stevens**  
(843) 516-1541  
4311 Bryant St Loris SC 29569-2676

# AquaShield Plumbing, LLC

P.O Box 683 | Aynor, SC 29511  
(843) 591-2721 | aquashieldplumbingllc@gmail.com

**RECIPIENT:**

**Victoria Stevens**

4311 Bryant Street  
Loris, South Carolina 29569

**SERVICE ADDRESS:**

4311 Bryant Street  
Loris, South Carolina 29569

## Invoice #279

Issued Jan 25, 2024  
Due Jan 25, 2024  
Paid Jan 25, 2024

**Total \$1,231.65**

Account Balance \$0.00

### For Services Rendered

Product/Service	Description	Qty.	Unit Price	Total
Jan 25, 2024				
Flat Rate	Diagnosed frozen burst water pipe. Lines in shed not insulated. Recommend replacing. Shut water off at cutoff valve.  Remove and Replace water lines in shed. Insulate and secure all lines. Add new stops for toilet and sink. Remove and replace hose bib. Redo waste piping for sink and add mechanical vent. Remove and replace broken faucet. Supply faucet. All parts and labor included. 1 year worry free warranty.  Highly recommend insulating building properly to prevent future freezing of pipe and fixtures. Warranty does not cover freezing of pipes due improper insulation.	1	\$1,368.50	\$1,368.50
Flat Rate	Waived \$89 diagnostic fee. 10% discount	1	\$0.00	\$0.00

PAID

#8) 2nd copy  
receipt for insulated  
pipes & repairs

**Victoria Joy Stevens**  
(843) 516-1541  
4311 Bryant St Loris SC 29569-2676



# AquaShield Plumbing, LLC

P.O Box 683 | Aynor, SC 29511  
(843) 591-2721 | aquashieldplumbingllc@gmail.com

Thank you for your business. Please contact us with any questions regarding this invoice.

Subtotal	\$1,368.50
Discount (10.0%)	- \$136.85
<b>Total</b>	<b>\$1,231.65</b>
Paid	- \$1,231.65
<b>Invoice balance</b>	<b>\$0.00</b>
<b>Account balance</b>	<b>\$0.00</b>

PAID

#7) paid receipt for #6

**Victoria Joy Stevens**

**(843) 516-1541**

**4311 Bryant St Loris SC 29569-2676**

Singleton Electric

2811 Allen Dew Rd Conway SC 29527

843-997-9655

SC State License

To whom it may concern:

On 9/12/23 I David Singleton Electrician, was calling in by home owner Mrs. Victoria Stevens at 4311 Bryant ST. Loris SC to check electrical wiring outside on the right side of her house. I found a burnt electrical disconnect box that was wired illegally against code, which caused an overload on the circuit that caught fire in the disconnect box and could have caused a severe fire damage to her home.

Sincerely,

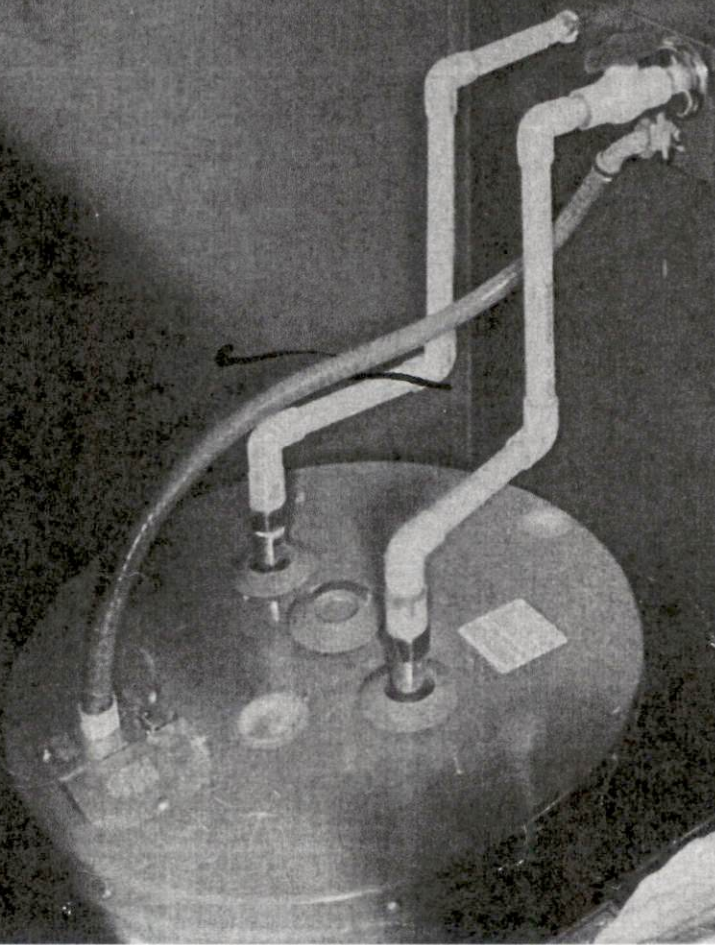
David Singleton

Owner of Singleton Electric.





*Victoria Joy Stevens*  
*(843) 516-1541*  
*4311 Bryant St Loris SC 29569-2676*



Singleton Electric  
2811 Allen Dew Conway SC .29527  
843-997-9655

Invoice for Mrs. Victoria Stevens  
Address 4311 Bryant Street Loris SC

Job description:

1. Hot check Electrical system for 220 power supply for building outside.
2. Change out breakers for more space in panel box for 220 60 amp breaker.
3. Dig ditch from the house to building outside in front yard area.
4. Run 60amp wire in conduit pipe to panel in building and wire it in.
5. Wire into disconnect box
6. Wire from disconnect box under house to panel box in conduit in storage room.
7. Wire into panel to 60 amp breaker.
8. Hot check power in building.

Materials and labor and trip charge: \$2750.00

Require: \$800.00 deposit.

Balance due completion of job ~~\$1900.00~~ 1,750.00

Paid 1,000.00

Balance — 1,750.00

**Victoria Joy Stevens**  
**(843) 516-1541**  
**4311 Bryant St Loris SC 29569-2676**



TRANSCRIPTS OF CHARLIE ARD'S MESSAGES

22/5/22 Victoria, call me and quit acting stupid. This is Charlie, okay. I want to fix your stuff where it'll pass inspection. Then I'll be through with you, okay...

14/5/22 Victoria, don't call me threatening me. If you do I will have your tail locked up.

12/5/22 Victoria, if you want all steps and all that shit hung up in this building, I'm going to need a thousand dollars, up front! If you don't want it just tell me and I won't fuck with you no more girl

11/5/22 Victoria, I apologize, I'm just tired, and uh... I'll see you in the morning about 8 o'clock, okay baby. I still love you girl, this is Charlie, you know that.

4/5/22 Victoria, this is Charlie. If you think I charge you too much I want you to let me know 'cause I am tired of hearing this shit. Okay? If I charge you too much don't fuck with me, no more!

*Victoria Joy Stevens*

FILED  
HORRY COUNTY  
2022 SEP - 1 P 2:00  
RENEE N. ELVIS  
CLERK OF COURT  
HORRY COUNTY, SC

151

SWORN to before me this 31<sup>st</sup>  
day of August, 2022  
*Sherrill*  
Notary Public for South Carolina



**Victoria Joy Stevens**  
(843) 516-1541  
4311 Bryant St Loris SC 29569-2676

INVOICE NO. 158210

Invoice

SOLD TO MRS Victoria SHED	SHIPPED TO Stalder Electric	VIA
ADDRESS 4311	ADDRESS Comway	
CITY, STATE, ZIP COTI SC.	CITY, STATE, ZIP	

CUSTOMER ORDER NO.	SOLD BY	TERMS	F.O.B.	DATE
--------------------	---------	-------	--------	------

1.	Hot Check Outlet and Replace to GFI outlet by sink install			
2.	Hot Check Bedroom circuit change out breaker and re-wire in panel box for AFC Fault Circuit for lights and outlets in SHED			
3.	Re-wire HWH wire and put in conduit pipe.			
4.	Fasten AFC Fault 20 amp breaker			
	Materials + labor + trip charge			500.00

Victoria Joy Stevens  
 (843) 516-1541  
 4311 Bryant St Loris SC 29569-2676

10



**AQUASHIELD PLUMBING, LLC**

Help us better serve our community by recommending us to your friends and family!

**Refer a friend**

Invoice #279

Paid

**Work Services Rendered**

Victoria Stevens

311 Bryant Street Loris, South Carolina 29569

(843) 516-1541

Issued

Jan 25, 2024

Due

Jan 25, 2024

Paid

Jan 25, 2024

1/25, 2024

**Item Rate**

Diagnosed frozen burst water pipe. Lines in shed not insulated. Recommend replacing. Shut water off at valve.

Remove and Replace water lines in shed. Insulate and secure all lines.

Install new stops for toilet and sink.

Remove and replace hose bib.

Do waste piping for sink and add mechanical vent.

Remove and replace broken faucet. Supply faucet.

All parts and labor included.

Year worry free warranty.

Highly recommend insulating building properly to prevent future freezing of pipe and fixtures. Warranty not to cover freezing of pipes due improper insulation.

QTY.	UNIT PRICE	TOTAL
1	\$1,368.50	\$1,368.

1/25, 2024

**Item Rate**

Diagnosed \$89 diagnostic fee.

% discount

QTY.	UNIT PRICE	TOTAL
1	\$0.00	\$0.

Subtotal

\$1,368.

3.0% Discount

-\$136.

Subtotal

\$1,231.

Amount Paid

-\$1,231.

Invoice balance

\$0.

Contact AquaShield Plumbing, LLC

Thank you for your business. Please contact us with any questions regarding this invoice.

P.O. Box 683, Aynor, SC 29511

(843) 591-2721 aquashieldplumbingllc@gmail.com

[https://clienthub.getjobber.com/client\\_hubs/a20936ae-052...m\\_type=invoice\\_sent&utm\\_medium=sms&utm\\_source=twilio](https://clienthub.getjobber.com/client_hubs/a20936ae-052...m_type=invoice_sent&utm_medium=sms&utm_source=twilio)

26/01/24, 12:40 PM  
Page 1 of 2

Handwritten: 1/27 Copy of #6

**Victoria Joy Stevens**  
**(843) 516-1541**  
**4311 Bryant St Loris SC 29569-2676**

# AB MECHANICAL

"Serving All Of The Grand Strand"  
Plumbing & Electric

P.O. Box 4123 • North Myrtle Beach, SC 29597

843-399-5505 • 908-307-9215

DATE Oct / 15 / 23		<input checked="" type="checkbox"/> SERVICE <input type="checkbox"/> INSTALL	<input type="checkbox"/> WILL CALL <input type="checkbox"/> DELIVER	PHONE 843 516 1541
NAME Vic Stevens			MAKE	
ADDRESS 4311 Bryant St Loris 29569 SC.			MODEL	
ITEM TO BE SERVICED Hot water HR.			NATURE OF SERVICE REQUEST Brake Cap	
QUAN.	DESCRIPTION OF PARTS OR MATERIALS			AMOUNT
	Expansion tank & fitting - 1/2" pipe Electric cutoff & wire -			
	move HW tank from under cannell box repair & replace with expansion tank			
	part & labor			750.00
LABOR PERFORMED			TOTAL MATERIALS	
Move Heater from under cannell box / repair & replace			TAX	
			TOTAL LABOR	750.00
			TOTAL AMOUNT	750.00
DATE WANTED	DEPOSIT \$	RECEIVED BY		
		<p>ESTIMATES ARE FOR LABOR ONLY, MATERIAL ADDITIONAL. WE WILL NOT BE RESPONSIBLE FOR LOSS OR DAMAGE CAUSED BY FIRE, THEFT, TESTING OR ANY OTHER CAUSES BEYOND OUR CONTROL.</p> <p style="text-align: right;"><b>CUSTOMER'S CLAIM CHECK</b></p>		
AUTHORIZED BY:				

TERMS - NET CASH  
NO GOODS HELD OVER 30 DAYS

STATE OF SOUTH CAROLINA

COUNTY OF Horry

Victoria Joy Stevens

Plaintiff(s)

vs.

Charlie Ard & Wilbur Cousy

Defendant(s)

IN THE COURT OF COMMON PLEAS

CIVIL ACTION COVERSHEET

2022 CP - 26 - 04125

Submitted By: Victoria Joy Stevens  
Address: 4311 Bryant St, Loris, SC 29569

SC Bar #: \_\_\_\_\_  
Telephone #: 253 5161541  
Fax #: \_\_\_\_\_  
Other: \_\_\_\_\_  
E-mail: \_\_\_\_\_

NOTE: The coversheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for the use of the Clerk of Court for the purpose of docketing cases that are NOT E-Filed. It must be filled out completely, signed, and dated. A copy of this coversheet must be served on the defendant(s) along with the Summons and Complaint. This form is NOT required to be filed in E-Filed Cases.

DOCKETING INFORMATION (Check all that apply)

\*If Action is Judgment/Settlement do not complete

- JURY TRIAL demanded in complaint.  NON-JURY TRIAL demanded in complaint.
- This case is subject to ARBITRATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
- This case is subject to MEDIATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
- This case is exempt from ADR. (Certificate Attached)

NATURE OF ACTION (Check One Box Below)

- |  |  |   |   |
|--|--|---|---|
| <p><b>Contracts</b></p> <input checked="" type="checkbox"/> Constructions (100)<br><input type="checkbox"/> Debt Collection (110)<br><input type="checkbox"/> General (130)<br><input type="checkbox"/> Breach of Contract (140)<br><input type="checkbox"/> Fraud/Bad Faith (150)<br><input type="checkbox"/> Failure to Deliver/Warranty (160)<br><input type="checkbox"/> Employment Discrim (170)<br><input type="checkbox"/> Employment (180)<br><input type="checkbox"/> Other (199) _____<br><p><b>Inmate Petitions</b></p> <input type="checkbox"/> PCR (500)<br><input type="checkbox"/> Mandamus (520)<br><input type="checkbox"/> Habeas Corpus (530)<br><input type="checkbox"/> Other (599) _____ | <p><b>Torts - Professional Malpractice</b></p> <input type="checkbox"/> Dental Malpractice (200)<br><input type="checkbox"/> Legal Malpractice (210)<br><input type="checkbox"/> Medical Malpractice (220)<br>Previous Notice of Intent Case # <u>20 -NI- -</u><br><input type="checkbox"/> Notice/ File Med Mal (230)<br><input type="checkbox"/> Other (299) _____<br><p><b>Administrative Law/Relief</b></p> <input type="checkbox"/> Reinstate Drv. License (800)<br><input type="checkbox"/> Judicial Review (810)<br><input type="checkbox"/> Relief (820)<br><input type="checkbox"/> Permanent Injunction (830)<br><input type="checkbox"/> Forfeiture-Petition (840)<br><input type="checkbox"/> Forfeiture-Consent Order (850)<br><input type="checkbox"/> Other (899) _____ | <p><b>Torts - Personal Injury</b></p> <input type="checkbox"/> Conversion (310)<br><input type="checkbox"/> Motor Vehicle Accident (320)<br><input type="checkbox"/> Premises Liability (330)<br><input type="checkbox"/> Products Liability (340)<br><input type="checkbox"/> Personal Injury (350)<br><input type="checkbox"/> Wrongful Death (360)<br><input type="checkbox"/> Assault/Battery (370)<br><input type="checkbox"/> Slander/Label (380)<br><input type="checkbox"/> Other (399) _____<br><p><b>Judgments/Settlements</b></p> <input type="checkbox"/> Death Settlement (700)<br><input type="checkbox"/> Foreign Judgment (710)<br><input type="checkbox"/> Magistrate's Judgment (720)<br><input type="checkbox"/> Minor Settlement (730)<br><input type="checkbox"/> Transcript Judgment (740)<br><input type="checkbox"/> Lis Pendens (750)<br><input type="checkbox"/> Transfer of Structured Settlement Payment Rights Application (760)<br><input type="checkbox"/> Confession of Judgment (770)<br><input type="checkbox"/> Petition for Workers Compensation Settlement Approval (780)<br><input type="checkbox"/> Incapacitated Adult Settlement (790)<br><input type="checkbox"/> Other (799) _____ | <p><b>Real Property</b></p> <input type="checkbox"/> Claim & Delivery (400)<br><input type="checkbox"/> Condemnation (410)<br><input type="checkbox"/> Foreclosure (420)<br><input type="checkbox"/> Mechanic's Lien (430)<br><input type="checkbox"/> Partition (440)<br><input type="checkbox"/> Possession (450)<br><input type="checkbox"/> Building Code Violation (460)<br><input type="checkbox"/> Other (499) _____<br><p><b>Appeals</b></p> <input type="checkbox"/> Arbitration (900)<br><input type="checkbox"/> Magistrate-Civil (910)<br><input type="checkbox"/> Magistrate-Criminal (920)<br><input type="checkbox"/> Municipal (930)<br><input type="checkbox"/> Probate Court (940)<br><input type="checkbox"/> SCDOT (950)<br><input type="checkbox"/> Worker's Comp (960)<br><input type="checkbox"/> Zoning Board (970)<br><input type="checkbox"/> Public Service Comm. (990)<br><input type="checkbox"/> Employment Security Comm (991)<br><input type="checkbox"/> Other (999) |
|--|--|---|---|
- Special/Complex /Other**
- 
- Environmental (600)
- 
- 
- Automobile Arb. (610)
- 
- 
- Medical (620)
- 
- 
- Other (699) \_\_\_\_\_
- 
- 
- Sexual Predator (510)
- 
- 
- Permanent Restraining Order (680)
- 
- 
- Interpleader (690)
- 
- 
- Pharmaceuticals (630)
- 
- 
- Unfair Trade Practices (640)
- 
- 
- Out-of State Depositions (650)
- 
- 
- Motion to Quash Subpoena in an Out-of-County Action (660)
- 
- 
- Pre-Suit Discovery (670)

Submitting Party Signature: Victoria Joy Stevens

Date: 6/27/2021

FILED  
 HORRY COUNTY  
 2022 JUN 27 P 2:22  
 REBECCA ELVIS  
 CLERK OF COURT  
 HORRY COUNTY, SC  
 PAID

STATE OF SOUTH CAROLINA,  
COUNTY OF

IN THE COURT OF COMMON PLEAS

SUMMONS

*Victoria Joy Stevens*

Plaintiff,

vs.

FILE NO.

*2022CP2604125*

*Charles Ard & Wilbur Carney*

Defendant.

TO THE DEFENDANT ABOVE-NAMED:

YOU ARE HEREBY SUMMONED and required to answer the complaint herein, a copy of which is herewith served upon you, and to serve a copy of your answer to this complaint upon the subscriber, at the address shown below, within thirty (30) days after service hereof, exclusive of the day of such service, and if you fail to answer the complaint, judgment by default will be rendered against you for the relief demanded in the complaint.

, South Carolina

*Victoria Joy Stevens*

Plaintiff Attorney for Plaintiff

Dated:

Address:

FILED  
HORRY COUNTY  
2022 JUN 21 P 2:26  
RENEE N. ELYS  
CLERK OF COURT  
HORRY COUNTY, SC

2022/6/25/22

6/25/22

The proof of what I paid for a Graceland shed to be constructed as a bathroom is in canceled checks, between April 4, 2022 and May 5, 2022. Said checks total \$22,850.00. Over 3 times what the Graceland Shed worked on cost. I sought to add an additional bath to my home. Previously Mr. Ard and Mr. Causey developed a shed in my front yard, working from 7:30 am until 6pm. With my bath addition they never arrived before my yard worker, currently housed on my property, left for work at 8am. They left nearly daily before 3pm; rarely did they work a full week, often taking both Thursday and Friday off.

During this work on my bath addition Mr. Ard's conduct and words to me were not professional. This was exceedingly distressing as I gave Mr. Ard no reason for this type behavior. I always paid when asked. I conducted myself appropriately. On several occasions Mr. Ard phoned me at night just to talk, often saying things of a risqué nature. I several times reminded Mr. Ard he was married, and such was neither appreciated nor warranted. Why he chose to conduct himself in this manner baffled me. Never have we had any type of personal relationship. My familiarity with him has always been through his work; he worked several times for my Mother, and has completed several jobs such as a wheelchair ramp, and numerous repairs of holes in my floors. I cannot imagine why he decided to act this way. Was it necessary I remind him that he was a licensed professional? When he completed my deck and wheelchair ramp, even before, he was knowledgeable of my profound disability. Why would he imagine I would welcome this behavior? Enclosed please find:

Copies of canceled checks written to Mr. Charlie Ard  
invoices given to me per Mr. Charlie Ard

Copies of reports per Loris building inspector

FILED  
HARRY COUF  
2022 JUN 27 PM 2:22  
RENEE N. EMMETT  
CLERK OF COURT  
HARRIS COUNTY TEXAS

I feel rather stupid for not making Mr. Ard sign a legal agreement for the addition of this Graceland shed, and upgrades to make it a bathroom. Inasmuch as he and Mr. Causey had completed several jobs for me before, as well as the fact that I met you through Mr. Billy Gore/G&G Construction when the floors in Mother's house were replaced I felt contractual agreement not necessary. Although I may feel rather stupid, his receipts furnished for supplies, copies of canceled checks, and my conversations with Loris building inspector, and his report prove that Mr. Ard and Mr. Causey's work was rushed, over-priced, shoddy, not to code, and horribly unsafe. Mr Ard's words have been vulgar, and sexually aggressive. Admittedly, I laughed, tried to humor his diatribe, and squelch it, by not taking it seriously. His responses grew uglier and his words more vulgar. He chose to say I threatened him. I simply referred to him as "a Dirty old' Man": as well as told him that his actions were not those permitted by L.L.R.. Building codes address the accommodations provided an individual in my physical condition, they are, factually, Federal Law. I am so disheartened and sickened by his conduct, especially things that he told me the building inspector for Loris told him. He told me that the inspector told him one of the rails had to be removed so I could exit if a fire started. The building inspector for Loris, Mr. Jimmy Prince told me he had never talked to him regarding this job.

The second week of this job, I asked him to please install rails that helped me as I am disabled. He said yes. It was right after this his words turned to a sexually aggressive nature, and he said to me many

2022 JUN 27 P 2: 26

times that he did not charge too much. He and Mr. Causey's presence, at my residence grew shorter, some days not at all. I inquired as to why, and he stated other work.

I paid promptly, and fully when asked. I met my responsibility in our verbal contract. I asked Mr. Ad, a week before he told me if I did not give him a thousand dollars up front that, he would not be back and I could kiss his a#@; would this cost me anymore? He said no. I hired he and Mr. Causey due to my disability and a replaced hip, I could hardly get into my present bathroom. He agreed to complete this job. I paid him all he asked for. While his work was, although not timely, good, or so I thought, his professionalism was totally absent.

I ask him to have this work completed. I am disabled, I cannot presently ambulate, and thus using a walker within my present bath is necessity. My walls and molding bear marks from this, and it is very dangerous. This is on the inspector's report, "1. Need 1 GFCI breaker within 6' of sink and shower 2. Protect NM at water heater 3. ARCH fault beaker needed for all other outlets 4.No means of egress provided per R301. 1 5. Need thermal expansion device needed on water heater 6, Need handrails on both sides of ramp." I ask that he correct these violations of code. I cannot use this bah for fear of electrocution. Also, and this is atrocious for any contractor; cigarette butts, bent nails, and refuse were left all over my driveway, and around the bath addition, I cleaned this up, although painful and extremely difficult. There is also the fact that when he installed the doors, bedroom door and bath door, I only received one key. Between his antagonism, sexual innuendos, and vulgar heated messages, I ask for funds to change these doorknobs as he, his work, his verbiage, and his response to my concerns, let me know my safety, well-being, and peace of mind are not his concerns. When he worked on the Shed in my front yard, I only received one key to that door, so I ask that be covered, too.

Mr. Ard has told me having a license, or not, had no bearing on his ability to work. Therefore copies of this letter and all checks, receipts, and the inspector's report are going to L.L.R. accompanied by a complaint form. Due to the monies I have spent, the hardship this has presented me, Mr. Ard's repeated vulgarities and refusal to speak to me, telling me his attorney says I have no case; I plan on seeking compensation in court as well. Mr. Wilbur Causey has, at no time, acted as Mr. Ard has, but he was present during much of this, and was party to what occurred.

*Victoria Joy Owen* 6/27/2022

FILED  
HORRY COUNTY  
2022 JUN 27 P 2: 26  
RENEE N. ELVIS  
CLERK OF COURT  
HORRY COUNTY, SC

**Department of Orthopaedics  
& Physical Medicine**

96 Jonathan Lucas Street  
CSB • Suite 708 • MSC 622  
Charleston, SC 29425  
Patient Care/Scheduling: 843-876-0111  
Administrative Office: 843-792-1792  
Facsimile: 843-792-3674

**Department Chair**  
Lee R. Leddy, MD

**Arthritis & Joint Reconstruction**  
Harry A. Demos, MD  
Richard J. Friedman, MD, FRCSC  
Erik J. Hansen, MD  
Zeke J. Walton, MD

**Foot & Ankle**  
Christopher E. Gross, MD  
Rahn A. Ravenell, DPM  
Daniel J. Scott, MD, MBA

**General Orthopaedics**

James F. Bethea, MD  
Howard L. Brilliant, MD  
Louis A. Gerena, MD

**Hand, Wrist and Microvascular**  
Dane N. Daley, MD

**Orthopaedic Oncology**  
Lee R. Leddy, MD  
Zeke J. Walton, MD

**Orthopaedic Trauma**  
Langdon A. Hartsock, MD, FACS  
Kristoff R. Reid, MD

**Pediatric Orthopaedics**  
**Pediatric Spinal Disorders & Scoliosis**  
Matthew A. Dow, MD  
Robert F. Murphy, MD  
Sara S. Van Nortwick, MD

**Physical Medicine & Rehabilitation**  
Emily A. Darr, MD  
Gregory R. Franklin II, MD  
Sudeep Mehta, MD  
David R. O'Brien, Jr., MD

**Shoulder & Elbow**  
Josef K. Eichinger, MD  
Richard J. Friedman, MD, FRCSC  
Shane K. Woolf, MD

**Spinal Disorders & Scoliosis**  
Emily A. Darr, MD  
John A. Glaser, MD  
Gregory R. Franklin II, MD  
Sudeep Mehta, MD  
David R. O'Brien, Jr., MD  
Charles A. Reitman, MD

**Sports Medicine**  
Louis A. Gerena, MD  
Harris S. Slone, MD  
Shane K. Woolf, MD  
Libby E. Winton, MD

**Orthopaedic Research  
& Clemson BioEngineering**  
William R. Barfield, PhD  
Martine LaBerge, PhD  
Jessica E. Thaxton, PhD  
Yongren Wu, PhD  
Hai Yao, PhD

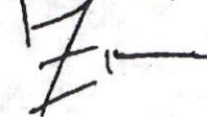
September 21, 2022

Patient: **Victoria J Stevens**  
MRN: **000920112**  
Date of Birth: **4/7/1964**  
Location: **MUSC Health West Orthopaedics**

To Whom It May Concern:

Victoria J Stevens has been seen in our office, most recently on 8/17/22 for chronically infected left total knee arthroplasty with extensor mechanism disruption. Ms. Stevens has a long history of lower extremity dysfunction and multiple surgeries following a traumatic motor vehicle accident on 3/20/90. She has been non-ambulatory since July of 2018 and requires the use of a walker, sometimes a wheelchair for ambulation. Her bathroom in her home is not currently suitable for use with her walker. We find it reasonable for her to undergo renovation of her bathroom to meet standards to allow her to perform ADLs as needed. Please call with any questions or concerns.

Zeke Walton, MD



# City of. Loris South Carolina

**Inspection Information**

Permit #: 626

Permit Date: 02/22/2022

Inspection Date: 05/19/2022

Permit Type:

Inspection Type: Final Inspection

Requested By: Home owner

**Contact Info:**

Scheduled Date: 05/19/2022

Scheduled Time: 00:00

Completed Date: 05/19/2022

**Description:** Need; 1. GFCI breaker within 6' of sink and shower 2. Protect NM at water heater 3. ARCH fault breaker needed for all other outlets 4. No means of egress provided per R301.1 5. Need thermal expansion device on water heater 6. Need handrail on both sides of ramp.

Inspection Status: Failed

Assigned To: Jimmy Prince

Time In: 00:00

Time Out: 00:00

Hours: 0.0

**Notes**

05/27/2022 INSPECTION RESULTS PRINTED FOR PICK-UP PER REQUEST OF HOMEOWNER

05/08/2023 INSPECTION RESULTS PRINTED FOR PICK-UP PER REQUEST OF HOMEOWNER

**Property Information**

Parcel#: 17614030023

Victoria Joy Stevens

4311 Bryant St

Loris

Zoning: MULot: Block:

Victoria Joy Stevens

4311 Bryant St

Loris, SC 29569

**Victoria Joy Stevens**

(843) 516-1541

4311 Bryant St Loris SC 29569-2676



**MUSC HEALTH WEST ORTHOPAEDICS**  
2060 Sam Rittenberg Blvd  
Charleston, SC, 29407  
Phone: 843-876-0111  
Fax: 843-792-2504

March 21, 2023

Patient: **Victoria J Stevens**  
Date of Birth: **4/7/1964**  
Date of Visit: **3/21/2023**

To Whom It May Concern:

Victoria Stevens is to undergo a knee replacement on 4/4/2023. Please allow her to push her scheduled court date back by one month as she recovers from surgery.

If you have any questions or concerns, please don't hesitate to call.

Sincerely,

A handwritten signature in black ink, appearing to read 'Zeke', with a horizontal line extending to the right.

Zeke Jonathan Walton, MD

16  
STATE OF SOUTH CAROLINA

COUNTY OF HORRY

Victoria Joy Stevens,

Plaintiff,

vs.

Charles Ard and Wilbur Causey,

Defendant.

IN THE COURT OF COMMON PLEAS  
FIFTEENTH JUDICIAL CIRCUIT

16  
DEFENDANTS' ANSWER

FILE NO.: 2022-CP-26-04125

The Defendants, Charles Ard and Wilbur Causey, by and through Their undersigned attorney, hereby makes Answer as follows:

**FOR A FIRST DEFENSE**  
**(General Denial)**

1. Each and every allegation of the Plaintiff's Complaint not hereinafter admitted, qualified or explained is denied and strict proof demanded thereof.

**FOR A SECOND DEFENSE**  
**(Failure to State a Claim)**

2. The Complaint fails to state facts sufficient to constitute a claim for relief and therefore, should be dismissed pursuant to Rule 12(b)(6), FRCP.

**FOR A THIRD DEFENSE**  
**(Failure to Mitigate Damages)**

3. Plaintiff has a legal obligation to mitigate damages claimed, which are denied, and to the extent she failed to do so, her claims are barred, in whole or in part.

**FOR A FOURTH DEFENSE**  
**(Good Faith)**

4. Defendants acted in good faith and in a reasonable manner and are therefore not liable for any of the injuries or harm alleged in the Complaint.

*Conway City  
Attorney*

**FOR A FIFTH DEFENSE**  
**(Reservation)**

5. Defendants reserve the right to assert, and do not waive, any additional or further defenses as may be revealed by information acquired during discovery or otherwise.

**WHEREFORE**, having fully responded to the Plaintiff's complaint, the Defendants pray that such Complaint be dismissed with prejudice, and that the relief sought by the Plaintiff be denied, that judgement be rendered in favor of the Defendants, that Plaintiff be assessed with all costs of this action, Defendants be awarded any fees and that Defendants have such and further relief as this Court may deem just and proper.

**RIVERTOWN LAW**

s/L. Bradley Smith  
L. Bradley Smith, Esquire  
SC Bar #73192  
Attorney for Defendant, Charles Ard  
Attorney for Defendant, Wilbur Causey  
908 Fourth Avenue  
Conway, South Carolina 29526  
Phone: (843) 488-5600

August 11, 2022



**\*REMAINING PORTION LEFT INTENTIONALLY BLANK\***

*16B1*  
*In SC, Unlicensed contractor  
cannot recover on contract in  
civil court.*

20 22 CP26 4125

2-17-25

20

To whom this may concern,  
due to COVID-19 and being the care  
taker of my mother who was suffering  
congestive heart failure. Terry Gerald,  
Keith Gerald and Anthony Gerald moved  
out of my home in April 2020. Later Terry  
moved into Victoria Stevens shed.

Cynthia Gerald

Sworn to before me this 17<sup>th</sup> day of  
February, 2025.

Meloria A. Gause  
Notary Public

My Commission Expires:  
March 18, 2032

RENEE M. ELYS  
CLERK OF COURT  
HORRY COUNTY, SC

2025 MAR 21 P 12:21

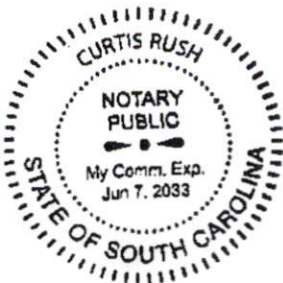
FILED  
HORRY COUNTY

I, Keith Gerald, took Victoria Stevens to a deposition at Rivertown Law in Conway, SC. This deposition was relative to construction, and ADA accommodations and safety. I went in and told them I had brought Victoria Stevens. I asked where their wheelchair ramp was. The lady informed me that she didn't know Victor was in a wheelchair and they didn't have a ramp.

1  
18

SWORN to before me this 16  
day of Oct, 2024.  
[Signature]  
Notary Public for South Carolina

Keith Gerald 10-16-2024  
[Signature]



**Victoria Joy Stevens**  
(843) 516-1541  
4311 Bryant St Loris SC 29569-2676

17

My name is Randy Lucas. I reside in Loris, S.C I can be contacted at 843-473-2767. I have been close friends with Victoria Stevens since right after meeting my wife, Carla. They have been friends from their pre-teen years. Victoria had a Graceland shed she bought turned into a bathroom, and due to her knowledge of my years in construction asked me to come over and look at it. She told me the contractors had told me her bathroom was ready to use, but she had not seen passed inspection for their work. I came right over to her house. With my years of experience I knew an addition, with plumbing and electricity should have legally been inspected. I was curious as to why anyone in Construction would commit such an error.

Upon arrival at Victoria's house to look at this new exterior bathroom first thing I noticed was there was no egress,, that the porch was totally enclosed with an enclosed ramp to the door to her bedroom. There was no way for her to exit the structure if needed. As I entered I saw that there were no Ground Fault Circuit Interrupters (GFCI) in the bathroom, anywhere. There are breakers that are designed to shut the power off in less than a second; these are a needed electrical safety device which save lives by reducing death or the risk of serious harm from an ongoing electric shock. I started to see why inspection had been a detail these contractors avoided. Then I saw that the receptacles and light switches were too close to the water sources; this is another cause for my alarm, risk of electrocution is prominent with this oversight. Then I really became angry. The water heater did not have an expansion valve to keep it from exploding. With her shower and washer with 11 feet of each other this was yet another disastrous mistake. I angrily told Victoria do not use this bath or washer/dryer as there were several serious mistakes that could cost her life, or bad injury. As we went back through her house I noticed there were no steps or exit, and no way for her to exit. Victoria' got in a bad wreck in 1990. We thought we had lost her. She has recovered so much. She was in a coma over a year! My wife and I said many a prayer; far too many for her to die from substandard, careless, shoddy contracting. I base my report off over 30 years in construction, both electrical and plumbing. I am retired and disabled currently. I do not hold a Contractor's license.

Randy Lucas 10/16/2023

17



SWORN to before me this 16<sup>th</sup>  
day of OCTOBER 2023.  
Allen M. Haise  
Notary Public for South Carolina

**Victoria Joy Stevens**  
(843) 516-1541  
4311 Bryant St Loris SC 29569-2676

STATE OF SOUTH CAROLINA )  
 COUNTY OF Horry )  
Victoria Joy Stevens )  
 Plaintiff, )  
 vs. )  
Charles Ard )  
 Defendant. )

IN THE COURT OF COMMON PLEAS  
 JUDICIAL CIRCUIT  
 CASE NO.: 2022-CP-260-4126

**MOTION AND ORDER INFORMATION  
 FORM AND COVERSHEET**

Plaintiff's Attorney: <u>N/A Pro-se</u> , Bar No. _____	Defendant's Attorney: _____, Bar No. _____
Address: <u>4311 Bryant St. Lons SC 29569</u>	Address: _____
Phone: <u>843 5161541</u> Fax _____	Phone: _____ Fax _____
E-mail: <u>joy@vlp.sc.gov</u> Other _____	E-mail: _____ Other _____

- MOTION HEARING REQUESTED (attach written motion and complete SECTIONS I and III)
- FORM MOTION, NO HEARING REQUESTED (complete SECTIONS II and III)
- PROPOSED ORDER/CONSENT ORDER (complete SECTIONS II and III)

**SECTION I: Hearing Information**  
 Nature of Motion: Motion to leave to Amend Complaint  
 Estimated Time Needed: None Court Reporter Needed:  YES /  NO

**SECTION II: Motion/Order Type**

Written motion attached  
 Form Motion/Order

I hereby move for relief or action by the court as set forth in the attached proposed order.

Victoria Stevens - Pro se  
 Signature of Attorney for  Plaintiff /  Defendant

Date submitted: 6/5/2025

**SECTION III: Motion Fee**

PAID - AMOUNT: \$ \_\_\_\_\_  
 EXEMPT: (check reason) \_\_\_\_\_

Rule to Show Cause in Child or Spousal Support  
 Domestic Abuse or Abuse and Neglect  
 Indigent Status  State Agency v. Indigent Party  
 Sexually Violent Predator Act  Post-Conviction Relief  
 Motion for Stay in Bankruptcy  
 Motion for Publication  Motion for Execution (Rule 69, SCRCP)  
 Proposed order submitted at request of the court; or,  
 reduced to writing from motion made in open court per judge's instructions  
 Name of Court Reporter: \_\_\_\_\_  
 Other: \_\_\_\_\_

**JUDGE'S SECTION**

Motion Fee to be paid upon filing of the attached order.  
 Other: \_\_\_\_\_

JUDGE CODE \_\_\_\_\_  
 Date: \_\_\_\_\_, 20

**CLERK'S VERIFICATION**

Collected by: VH Date Filed: 6/5, 20 25

MOTION FEE COLLECTED: \$ 25.00  
 CONTESTED - AMOUNT DUE: \$ \_\_\_\_\_

FILED  
 Horry County  
 JUNE 5 A 11:33  
 2025  
 CLERK OF COURT  
 Horry County, SC  
 PAID

**Number evidence Case # 2022CP2604125**

**Evidence # 0: original complainant**

Number 1: hot water heater under beaker box

Number 2: Personal cost of print court documents

Number 3: copy of checks/ statement

Number 4: City inspection

Number 5: Statement of medical need

Number 6: Statement for insulation pipes

Number 7: Paid receipt for number 6

Number 8: Diagnostic fee and statement for illegal wiring

Number 9: licensed of Electrician's Statement for illegal wiring

Number 10: Bill for rewiring bath

Number 11: Bill for fixing illegal wiring

Number 13: Bill for moving and housing hot water heater

Number 14: Reasons for failed inspection

Number 15: Notarization of Defendant's messages

Number 16: Defendant Opposing Counsel Answers with violation laws of number 4 and 5.

Number 17: Statement that saved my life

Number 18: Statement Defendant's Counsel did not know i was wheelchair bound

Number 19: South Carolina Construction Compendium of Law and checks in payment to defendant.

Number 20: Statement Terry Gerald lives front shed

Number 21: State and Federal Sexual Harassment Laws.

Number 22: Violated Laws

**Common Pleas**  
**Clerk : Renee N. Elvis**  
**1301 2Nd Avenue**  
**Conway, SC 29528**  
**(843) 915-5080**

**DUPLICATE**

Received From: Stevens, Victoria Joy  
 4311 Bryant St  
 Loris, SC 29569

Date: 6/ 5/2025  
 Receipt #: 1130508  
 Clerk: c26vhendri

Paying for: Self  
 Transaction Type: Payment

Payment Type: Credit Card                   \$25.00  
 Total Paid:                                       \$25.00

Reference #:  
 Comment:  
 Non-Refundable

Note: The Total Paid does not reflect any Fees assessed for paying with a credit card.

<u>Case #</u>	<u>Caption</u>	<u>Previous Balance</u>	<u>Amount Paid</u>	<u>Balance Due</u>
2022CP2604125	Victoria Joy Stevens VS Charlie Ard , defendant, et al	<b>\$25.00</b>	<b>\$25.00</b>	<b>\$0.00</b>



<b>Total Cases: 1</b>		<b>\$25.00</b>	<b>\$25.00</b>	<b>\$0.00</b>
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STATE OF SOUTH CAROLINA )  
)  
COUNTY OF HORRY )  
)  
Victoria Joy Stevens, )  
Plaintiff. )  
vs )  
)  
Charlie Ard, )  
Defendant. )  
\_\_\_\_\_ )

IN THE COURT OF COMMON PLEAS  
THIRTEENTH JUDICIAL CIRCUIT  
C.A.No.:2023cp2604125

NOTICE OF MOTION AND  
MOTION TO AMEND COMPLAINT

FILED  
HORRY COUNTY  
JUN - 5 A 11: 33  
RENEE N. ELVIS  
CLERK OF COURT  
HORRY COUNTY, SC

TO: DEFENDANT CHARLES ARD AND HIS ATTORNEY BRAD SMITH

YOU WILL PLEASE TAKE NOTICE THAT THE PLAINTIFF, Victoria Joy Stevens appearing Pro se, respectfully moves this Court for an Order setting a hearing on Plaintiff's Motion to Amend her Complaint on June 9, 2025, at 9am or as soon as is practically possible.

Plaintiff hereby moves the Court to amend her Complaint to add additional claims of construction negligence, fraud, and vindictive vandalism pursuant to South Carolina Code of Laws

**SECTION 40-59-30, SC Code § 40-59-20 (2024), and SECTION 40-59-110.** These later two statutes address misconduct inclusive of acts involving dishonesty, fraud, misrepresentation, or deceit related to home inspections, or failure to exercise reasonable diligence in developing or communicating home inspection reports. In South Carolina, misconduct in residential buildings can encompass a range of actions, primarily focusing on violations of building codes, licensing requirements, and ethical practices that could potentially harm the public or compromise the safety and integrity of residential structures. The original Complaint already alleges that the Defendant performed the last paid for work dangerously, illegally, with no regard for human life. After filing the Complaint, the Plaintiff has discovered evidence, relative to the Defendant's prior work, on her property, she believes establishes a pattern of vindictive vandalism. Witness testimony, and professional statements from licensed plumbers and electricians will be offered to support these additional amendments.

In South Carolina, an unlicensed contractor who intentionally ignores codes and safety measures can be charged with negligence and potentially criminal charges, including vandalism. While the term "vindictive vandalism" is not a standard legal term, within South Carolina, the intentional destruction of property could lead to criminal charges if the contractor's actions meet the legal definition of vandalism. Which is, in South Carolina involves the willful, unlawful, and malicious damage or destruction of property. If the contractor's actions intentionally damage or destroy property, they

could be charged with vandalism. Negligence charges could also be filed if the contractor's actions caused harm or damage. Inasmuch as in a legal context, "vindictive" refers to actions taken with a desire for revenge, often in response to a perceived wrong, this plaintiff will offer witness testimony, and notarizations of calls, and two calls which serve to establish the defendant's angry reactions to the plaintiff's, a paying client's, work requests, and concern over what the plaintiff expected in her paid services. Receipt of property and life saving repairs, along with the Defendant's messages, clearly establish the Defendant's propensity in utilizing his paid for services to harm, whether the harm be financial or physical.

Rule 15 (a) of the SCRC, states that "a party may amend his pleading...by leave of court or by written consent of the adverse party; and leave shall be freely given when justice so requires and does not prejudice any other party." Our Courts have interpreted this rule liberally. "Leave to amend pleadings pursuant to Rule 15 SCRC, shall be liberally and freely given when justice so requires and does not prejudice any other party." "This rule strongly favors amendments, and the Court is encouraged to freely grant leave to amend." 15 SCRC, which governs the amendment of pleadings, strongly favors amendments and the court is encouraged to freely grant leave to amend. It is well established that a motion to amend a pleading is addressed to the sound decisions of the trial judge. Courts have wide latitude in amending complaints.

Amending the Complaint to include negligence, fraud, and vindictive vandalism claims as laid out in the proposed Amended Complaint do not prejudice the Defendant. There is no reason that amending the Complaint to add additional claims would in any way prejudice the Defendants' ability to refute those claims. The proposed additional claims do not present issues that are new or novel to this action as it arises out of the same facts, circumstances, transactions and/or occurrences that gave this Plaintiff reason to file suit.

There are exceptions where such evidence may be admissible for other purposes, such as proving motive, intent, or plan, as long as the probative value outweighs the risk of unfair prejudice. Elaboration:

The defendant's messages have a probative value which have the quality, as well as function, of demonstrating the defendant's belief of some type of personal relationship with the plaintiff. This belief was evident in his words, contacts, and overall mode of behavior, also assumably reason for his anger. Inasmuch as he was a person whose work she was familiar with had used to satisfaction many times before, this delusional thinking greatly upset his client.

Further, the Complaint asserts causes of action for negligence, fraud, vindictive vandalism, and punitive damages against Defendant Ard individually in addition to the breach of contract claim. Amending the Complaint to include negligence, fraud, vindictive vandalism, and punitive damages claims as laid out in the proposed Amended Complaint does not prejudice the Defendant. This case nears the trial stage and, as the discovery is complete, and contained bills for amendment additions there is no reason that amending the Complaint to add an additional claim would in any way prejudice the Defendants' ability to refute those claims. Further, Rule 15 allows for the amended claim to be brought. The proposed additional claim does not present issues that are new or novel to this action as it arises out of the same facts, circumstances, transactions and/or occurrence and work on the Plaintiff's property that gave rise to the original action. Therefore, Defendant has had ample notice of the issues filed 2022 Jun 27 2:26 PM - HORRY- COMMON PLEAS - CASE#2022cp2604125 underlying the new claim

and had sufficient opportunity to refute them. The Plaintiffs' proposed amendments are necessary for the just and equitable pursuit of and trial of this action. Allowing the Plaintiff to leave to make these amendments is in accord with both the letter and spirit of rule 15 SCRPC and causes no prejudice to the Defendant in this matter.

**Saturday, May 31, 2025, Loris, South Carolina \_\_\_\_\_ by  
Victoria Joy Stevens, Pro Se 4311 Bryant St. Loris, SC 29569 8435161541**

*Also, given facts I will share @trial, I wish to ask for punitive damages*  
**In South Carolina civil court, a "cause of action" is the legal basis for a lawsuit, essentially the set of facts that allow a party to seek a legal remedy. It's the specific legal ground, like a breach of contract, negligence, or fraud, that allows a claim to be brought before a court.**

- In South Carolina, punitive damages are monetary penalties awarded in civil cases to punish a defendant for egregious conduct and deter similar behavior. They are not awarded automatically and require a plaintiff to prove the defendant acted with willful, wanton, or reckless conduct. The amount of punitive damages is capped, generally at the greater of three times the compensatory damages or \$500,000. Clear and Convincing Evidence: The plaintiff must prove by clear and convincing evidence that the defendant's conduct was reckless, willful, or outrageously negligent.**

*Victoria Joy Stevens*

*6/5/25*

Victoria Stevens  
4311 Bryant St  
Loris SC 29569

CERTIFIED MAIL



9589 0710 5270 2403 1063 00

\$9.44<sup>1</sup>  
US POSTAGE  
FIRST-CLASS IM1  
06350273810  
29569  
000002957

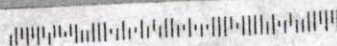


\$4.84<sup>1</sup>  
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29569  
000002958



SC Court of Appeals  
PO BOX 11629  
Columbia SC 29211

RECEIVED  
JAN 23 2026  
SC Court of Appeals



Case Number 2025-001237