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SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM HORRY COUNTY
Court of Common Pleas

The Honorable Dale Van Slambrook, Circuit Court Judge

Appellate Case No. 2024-001734

Olga Teslenko,

Appellant,

v.

Joe Kocsis and Carpet King & Flooring,

Respondents.

RECORD ON APPEAL

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Appellant, Pro Se
100 Fountain Pointe, #103,
Myrtle Beach, SC 29579
Tel: (510) 388-2780
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Carpet King and flooring,
Respondents, Pro Se
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I. JURISDICTIONAL DOCUMENTS & ORDERS

ITEM 1

Magistrate Court Judgment of March 27, 2024.

STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY)

2023CV261093695
CIVIL CASE NUMBER

IN THE MAGISTRATE'S COURT

JUDGMENT

Olga Teslenko
100 Fountain Pointe Unit 103
Myrtle Beach, SC 29579
(510) 388-2780
PLAINTIFF(S)

Vs

Carpet King & Flooring
532 Broadway Street
Myrtle Beach, SC 29577

Joe Kocsis
532 Broadway Street
Myrtle Beach, SC 29577
DEFENDANT(S)

The issues in this action were tried in the Myrtle Beach Magistrate Court on March 27, 2024 at which time a Judgment for the Plaintiff, **Olga Teslenko,** , was rendered in the amount of **$2,000.00**.

IT IS THEREFORE ORDERED that the Plaintiff recover from the Defendant(s):

Carpet King & Flooring
Joe Kocsis

the total amount of **$2,000.00** which includes other relief, if any, as stated below.

JUDGE Christopher J. Arakas

FILED
HORRY COUNTY
2024 APR 29 P 3:30
RENEE N. ELVIS
CLERK OF COURT
HORRY COUNTY, SC

Myrtle Beach Magistrate Court
1201 21st Avenue North
Myrtle Beach, SC 29577
Phone: (843) 915-5293 Fax: (843) 444-6131

March 27, 2024

MV6

ITEM 2

Notice of Appeal to Circuit Court (filed April 29, 2024).

STATE OF SOUTH CAROLINA)
COUNTY OF Horry)
Olga Teslenko)
APPELLANT(S))
VS.)
Carpet King & Flooring, Joe Kocsis)
RESPONDENT(S))

COMMON PLEAS CASE NUMBER

2023CV261093695
MAGISTRATE CIVIL CASE NUMBER

IN THE COURT OF COMMON PLEAS

NOTICE OF CIVIL APPEAL

FILED
HORRY COUNTY
2024 APR 29 P 3:42
REGINA N. ELVIS
CLERK OF COURT
HORRY COUNTY, SC

The plaintiff/defendant (circle one), Olga Teslenko hereby gives notice of appeal from the judgment of the magistrate's court in the above action, to the Circuit Court of Common Pleas, in the county of Horry.

This notice of appeal is made subsequent to personal notice of the judgment which was received on the 06 day of April, 2024.

The appellant's exceptions to the judgment of the magistrate are set forth as follows:

I disagree with the amount of the judgment rendered for me by the Myrtle Beach Magistrate Court in the above case, and I am convinced that the amount ordered to be recovered to me from the Defendents should be $4064.75, for the following reasons:

1. This was a case of a complete material breach of contract, and the Magistrate Court recognized it as such.
2. The amount of the breached contract, as well as the amount I paid for it, is $3394.75
3. The entire installation was botched, as fully evidenced and confirmed by an independent certified inspection, and no portion of the used LVP may be re-used, as stipulated by the the installation instructions.
4. It therefore follows that the entire amount of the breached contract, $3394.75, should be recovered to me from the Defendent.
5. The need for an independent inspection was forced upon me by the Defendent breaching this contract, and then renagging on his agreement to return my money, given to me during his ispection of the botched installation. It therefore follows that the inspection fee of $430 should also be recovered to me from the Deffendent.
6. Lastly, the need to file a complaint with the local Magistrate Court ($90), and then the need to file this appeal ($150) was forced upon me only because the Defendent breached our contract. It therefore follows that these filing fees should be recovered to me from the Defendent.

4/29/2024
Dated:

Appellant (or his attorney)

SCCA/720 (Amended 8/1/2011)

ITEM 3

Circuit Court Affirmance Order and Form 4 Order of September 9, 2024.

ELECTRONICALLY FILED - 2024 Sep 09 4:51 PM - HORRY - COMMON PLEAS - CASE#2024CP2602983

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
COUNTY OF HORRY	)	FIFTEENTH JUDICIAL CIRCUIT
Olga Teslente,	)	Civil Action No.: 2024-CP-26-02983
Appellant,	)	
v.	)	**ORDER**
Carpet King & Flooring,	)	
Respondent.	)	

This matter came before the Court by way of Appeal from the Magistrate Court of Horry County, South Carolina. This Court, having been fully apprised of the judgment from the Honorable Chris Arakas, Presiding Judge, and having considered all relevant legal issues raised by Appellant and Respondent, finds there is no legal error presented. Therefore, the Magistrate Court's judgment is affirmed.

PROCEDURAL AND FACTUAL BACKGROUND

Appellant and Respondent entered into a contract on October 31st, 2023. The contract centered around the installation of new flooring for the Appellant's home. Respondent was to take out the Appellant's carpet and install new "shaw prime plank." Appellant paid $1,700.00 on November 2nd, 2023, and later $1,694.75 upon completion of the work. The total cost of the work was $3,394.75. Appellant argues that, in the days following the installation of the new flooring, the shaw prime plank began to peel. Appellant engaged another flooring company who opined that the Respondent's work in installing the flooring did not meet industry standards.

ELECTRONICALLY FILED - 2024 Sep 09 4:51 PM - HORRY - COMMON PLEAS - CASE#2024CP2602983

Appellant filed this action in the Myrtle Beach Magistrate Office on April 28, 2024. At the hearing before the Magistrate, the parties agreed that the Appellant has a 1-year warranty on the floor given to her by the Respondent. When Respondent was notified of the floor's defects by Appellant, any attempt by Respondent to cure those defects was refused. Appellant would not let the company have access to her home.

The Magistrate found that the contract price was for $3,954.75; this figure was paid in full by the Appellant. Additionally, the Magistrate found that the Respondent performed and completed the work, but the work was subject to deficiencies. Since Appellant refused to allow the defendant to cure the issue as required by the warranty, the Magistrate estimated that the total damage to the Appellant was in the amount of $2,000.00.

STANDARD OF REVIEW

Under the South Carolina Code of Laws, "When a judgment is rendered by a magistrates court…the appeal shall be to the circuit court of the county wherein the judgment was rendered…" SC Code Ann. § 18-7-10 (2024). When the Circuit Court hears the appeal "…the court may affirm or reverse the judgment of the court below, in whole or in part, as to any or all the parties and for errors of law or fact." SC Code Ann. § 18-7-170 (2024). In hearing appeals from Magistrate Court, the Circuit Court "maintains a broad scope of review." *Bowers v. Thomas*, 373 S.C. 240, 244, 644 S.E.2d 751, 753 (Ct. App. 2007). Likewise, "The appeal shall be heard by the court upon all the papers in the case…" and "The court shall have the same power over its own determinations, and shall render judgment thereon in the same manner, as the circuit court in actions pending therein..." SC Code Ann. §§ 18-7-130, 140 (2024).

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DISCUSSION

This appeal was heard on August 21, 2024. Both parties, neither of which was represented by counsel, had the opportunity to be heard. This Court finds that the Appellant did not introduce any evidence that the magistrate's judgment was based on an error of law or fact as required by § 18-7-170. Therefore, it **IS ORDERED, ADJUDGED AND DECREED** that no error of law or fact exists and the Magistrate Court's decision is affirmed.

AND IT IS SO ORDERED!

The Honorable Dale E. Van Slambrook

September 6, 2024
Monks Corner, South Carolina

ELECTRONICALLY FILED - 2024 Sep 09 4:51 PM - HORRY - COMMON PLEAS - CASE#2024CP2602983

Horry Common Pleas

Case Caption: Olga Teslenko VS Carpet King & Flooring , defendant, et al

Case Number: 2024CP2602983

Type: Order/Other

And It Is So Ordered!

s/Dale E. Van Slambrook S.C. Circuit Court Judge #2781

FORM 4

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2024CP2602983

Olga Teslenko
PLAINTIFF(S)

Carpet King & Flooring et al
DEFENDANT(S)

DISPOSITION TYPE (CHECK ONE)

☐ **JURY VERDICT**. This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.

☑ **DECISION BY THE COURT**. This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.

☐ **ACTION DISMISSED** (*CHECK REASON*): ☐ Rule 12(b), SCRCP; ☐ Rule 41(a), SCRCP (Vol. Nonsuit); ☐ Rule 43(k), SCRCP (Settled); ☐ Other

☐ **ACTION STRICKEN** (*CHECK REASON*): ☐ Rule 40(j), SCRCP; ☐ Bankruptcy; ☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other

☐ **STAYED DUE TO BANKRUPTCY**

☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT** (*CHECK APPLICABLE BOX*): ☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other

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

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

Upon a hearing of this matter on August 21, 2024, the Court finds that the Appellant did not introduce any evidence that the Magistrate's judgment was based on an error of law or fact as required by Sec. 18-7-170 of the South Carolina Code of Laws. Therefore, the Magistrate Court's decision is affirmed.

ORDER INFORMATION

This order ☑ ends ☐ does not end the case. ☐ See Page 2 for additional information.

For Clerk of Court Office Use Only

This judgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp, and a copy mailed first class to any party not proceeding in the Electronic Filing System on 09/09/2024 .

Joe Kocsis for Joe Kocsis
Carpet King & Flooring for Carpet King & Flooring
Olga Teslenko for Olga Teslenko
Joe Kocsis for Joe Kocsis
Carpet King & Flooring for Carpet King & Flooring
Olga Teslenko for Olga Teslenko

NAMES OF TRADITIONAL FILERS SERVED BY MAIL

ELECTRONICALLY FILED - 2024 Sep 09 3:55 PM - HORRY - COMMON PLEAS - CASE#2024CP2602983

Court Reporter:

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

ELECTRONICALLY FILED - 2024 Sep 09 3:55 PM - HORRY - COMMON PLEAS - CASE#2024CP2602983

ELECTRONICALLY FILED - 2024 Sep 09 3:55 PM - HORRY - COMMON PLEAS - CASE#2024CP2602983

Horry Common Pleas

Case Caption: Olga Teslenko VS Carpet King & Flooring , defendant, et al

Case Number: 2024CP2602983

Type: Order/Electronic Form 4

And It Is So Ordered!

s/Dale E. Van Slambrook S.C. Circuit Court Judge #2781

ITEM 4

Notice of Appeal to Court of Appeals (filed October 11, 2024).

RECEIVED
Oct 11 2024
SC Court of Appeals

FORM 1
NOTICE OF APPEAL IN A CIVIL CASE

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM HORRY COUNTY
Court of Common Pleas

Dale Van Slambrook, Circuit Court Judge

Case No. 2024-CP-26-02983

Joe Kocsis,
Carpet King & Flooring,

Respondent,

v.

Olga Teslenko,

Appellant.

NOTICE OF APPEAL

Olga Teslenko appeals the order of the Honorable Dale Van Slambrook dated September 9, 2024, and the corresponding Form 4 Order, which affirmed the magistrate's judgment dated March 27, 2024. Appellant received written notice of entry of this order on September 12, 2024.

October 11, 2024

s/ Olga Teslenko
Olga Teslenko
100 Fountain Pointe Ln, Unit 103,
Myrtle Beach, South Carolina 29579
Telephone: (510) 388-2780
Email: osenochen@gmail.com
Appellant

Other Address of Record:
Joe Kocsis, Carpet King & Flooring,
532 Broadway Street,
Myrtle Beach, SC 29577
Respondent
(843) 934-5464

II. TESTIMONY AND STATEMENTS

ITEM 5

Plaintiff's Statement, Return Document 3 (back filed after August 21 hearing).

FILED
HORRY COUNTY
2024 MAY 23 P 4:19
RENEE N. ELVIS
CLERK OF COURT
HORRY COUNTY, SC

Civil Case #: 2023CV261093695

Olga Tesleno's Statement.

Your Honor, a flooring contractor, Mr. Joe Kocsis, who I paid $3400 to install direct glue vinyl plank flooring in two rooms in my condo, did not carry out his contract (please see **Folder #1** for contract and payments).

I am aware of the SC law which provides the contractor with the Right to Cure a defect. However, this is not a situation of a construction defect. On November 9, 2023, Mr. Kocsis violated all of the industry requirements for the installation of direct glue LVP flooring, and thus failed to carry out his contract. Nearly all of the planks Mr. Kocsis layed on the concrete slab in my condo, have liffted off within the first ten days after the installation (please see **Folder #2** for my date-stamped pictures and videos, as well as the two videos from the NFCA Reference Manual showing a failed bond test and a passed bond test, for comparison). I informed Mr. Kocsis of these problems, and on Novemebr 16, a week after his installation, he came to inspect it. During his inspection, Mr. Kocsis said that "this is normal", and admitted that they didn't prepared the concrete subfloor (please see **Folder #3** for my date-stamped pictures of the concrete slab before and after the installation, as well as a photo from the NFCA Reference Manual showing a properly prepared concreate slab, for comparison). During his inspection, Mr. Kocsis addmitted that they didn't roll the installation, which is why he finally agreed to return my money (please see **Folder #4** for the enclosed audio record of Mr. Kocsis' inspection and admissions). The following day Mr. Kocsis changed his mind and tried to bully me into accepting his installation and into dealing with strange unknown people. I consulted the SC Residential Construction Standards for Resilient Flooring (please see **Folder #5** for the enclosed SC Residential Construction Standads, which are also included in your printed package), as well as Shaw installation instructions (please see **Folder #6** for Shaw installation instructions, adhesive specifications, and material specifications, which are combined in a single document **All Instructions.PDF** and included in your printed package), all of which confirmed that this is not a defect but a complete breach of contract. The SC Residential Construction Standards define loosening of the resilient flooring to be a defect **only** if it occurs after the

normal warranty period of one year: **"Resilient flooring should not loosen during the normal warranty period"**. As you could see in my date-stamped photos and videos, these planks not only loosened but came off (please see Folder #1 again). Normally, a bonded vinyl plank will not come off easily or in one piece (please see the Bond Test videos and photo taken from the NFCA Reference Manual, which is enclosed in **Folder #7**). I therefore filed a complaint with the SC department of LLR (**Folder #8**), and hired an independent flooring inspector, recommended by the manufacturer and certified by FCITS (**Folder #9**). The Shaw-recommended, FCITS-certified independent inspector found that **"all the problems at this jobsite indicate a failure to comply to the installation guidelines as required by the manufacturer. All the problems inspected are jobsite and installation related issues. The installers did not follow the required protocol and guidelines set forth by the manufacturers"**. The complete inspection report is enclosed in Folder #9 on the flashdrive.

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HORRY COUNTY
2023 MAR 13 P 4:16
JIMMY ELVIS RICHARDSON
CLERK OF COURT
HORRY COUNTY, SC

In addition, there was a strong smell of maryjuanna present on the day of the installation in my family room. This, and some other evidence discovered later (enclosed in **Folder #10**), suggest Mr. Kocsis acted in bad faith from the beginning and his negligence is intentional. The fact remains that all of the area described in his offer **E176** has not been installed (please see **Folder #1** again for contract and payments). I ask that Mr. Kocsis return the money I paid him for this failed installation and the money I paid to hire an independent inspector, $3830 in total, as soon as possible. I am disabled, my disability benefit is small, I need to recover this money in order to install flooring on the bare slab in my condo.

Let me elaborate.

In October of last year, I collected bids to install glue-down LVP flooring, manufactured by Shaw, in two rooms in my condo. Half of my condo was already done in this same vinyl plank installed the same way (direct glue-down) several years ago by the previous owers. So I saved up enough money, and called several flooring contractors requesting bids to install the same model flooring in the rest of my condo. On 10/31, Mr. Joe Kocsis came to my home and presented himself the owner of Carpet King and Flooring. He conducted the necessary measurements and discussed with

me my need to install this flooring correctly. He assured me he has the expertise, and the following day emailed me his offer #E176 for this LVP glue-down installation. I enclose here the Shaw Floors "Installation Guidelines For Residential Resilient Direct Glue" installation method to show what is defined as LVP glue-down installation. Please see the **All Instructions document in Folder #6** for this definition. I accepted to Mr. Kocsis' offer, and asked Mr. Kocsis if it needed to be signed. He said he only needed my first payment, and the following day I delivered to Carpet King and Flooring my first payment of $1700 (see Folder #1 again).

On the day of the installation, on November 9 of last year, the LVP material was brought in at noon and installed immediately. At the end of the day Mr. Kocsis reported the installation to be completed, and requested that I write out my second check to his name personally, which I did. Mr. Kocsis said he will come by the following day to install the end cap for the sliding door, which in his words was the only remaining part of the contract. The following day he reported ill and requested a week to get better. During that week all of the planks in my family room started to peel and lift off, as well as most of the planks in my master bedroom. I tripped over them, they squelched under foot, or they gaped in sight. I reported these problems to Mr. Kocsis, who came to inspect them on November 16, a week after the installation. Mr. Kocsis came bearing an end cap for the sliding door which he said needed to be installed to completely finish the contract. In the flashdrive, in Folder #4, I enclose a complete audio record of his inspection. with short characteristic segments copied for convenience. During his inspection, Mr. Kocsis said that the peeling and lifting was the adhesive's fault, or that it was due to the old carpet glue which was on the subfloor, that this is normal and an easy fix, and that they can patch up the peeling spots, and they may need to bring a roller this time, which they didn't have before, but it looks like it would help, and if I insist they would even bring a straightedge, but that I shouldn't look for more peeling planks or collect them. I disagreed on all counts, pointing out that it looks like too little glue has been used for this installation area, and that nearly every plank is peeling fully off. At that point Mr. Kocsis admitted he is not the owner of Carpet King & Flooring, and asked if I would please give him a second chance. I explained that I am not in the position to give second chances, unfortunately. At which point Mr. Kocsis agreed to return my money. We agreed. However later

FILED
HORRY COUNTY
CLERK OF COURT
2019 DEC 12 P 12:19

that day, Mr. Kocsis sent me a text in which he asked for the opportunity to "fix this". In the following few days, most planks lifted off with no glue on the back, while some planks had faint trowel marks which showed to be half of the required size and not rolled, yet other planks showed patches of old paint or old glue. I researched, and discovered that the concrete subfloor in my condo has not been prepared to the Shaw instructions, that the wrong trowel size has been used, which dispersed too little glue, and that the installed planks were not rolled, as required by the installation instructions. All of this failed to create adhesive traansfer to the back of the planks. Since none of the installation has been done according to the industry guidelines and Shaw instructions, and since Mr. Kocsis knowingly acted in bad-faith from the beginning, I refused to give Mr. Kocsis a second chance. This was a case of a completely breached installation, not a defect. I filed a complaint with the SC department of LLR, and filed a claim with this court. I sought the manufacturer's instructions and contacted Shaw customer support to obtain clarifications. Finally, I hired a Shaw-recommended FCITS certified flooring inspector to conduct an independent inspection. The inspection found the following:

FILED
HORRY COUNTY
2024 MAY 21 P
HORRY COUNTY, SC

- All the problems at this jobsite indicate a failure to comply to the installation guidelines as required by the manufacturer. All the problems inspected are jobsite and installation related issues. **The installers did not follow the required protocol and guidelines set forth by the manufacturers.**
- The substrate was not smooth, clean, and free from all foreign materials such as dust, old adhesive, old paint, etc. The porous and cracked concrete sub floor has absorbed the glue and the subfloor was not properly prepared for the luxury vinyl plank.
- The sub-floor has depressions, dips, and valleys over 5/16" in a 6' radius. Pictures indicate the major floor deviations and dips that needed to be corrected prior to the install. All the perimeter tackstrip holes, cracks, and deviations were not appropriately patched, prepared, or primed.
- No bond testing was performed. Set a minimum of three planks in the adhesive overnight. If the planks are stuck, or the plank has adhesive transfer onto the back, this indicates a good bond.
- Flooring material and adhesive must be acclimated to the installation area for a minimum of 48 hours prior to installation.

- Substrate porosity was not determined. Wrong size trowel was used. The installers did not determine the porosity of the concrete subfloor and used the wrong trowel size in one room. The water drop test indicates this is a porous substrate. Vinyl tile and plank to be installed over a porous substrate require a 1/16" sq. notch trowel. This installer used a 1/32" trowel in the family room. This led to insufficient adhesive transfer to the backs of the planks.
- This installation was not rolled. The trowel or glue did not appear pressed or smudged which would indicate that the products were not rolled with a 100lbs. roller to create transfer, as required by the manufacturer's instructions. After the installation of floor covering, roll floor covering with a 75-100lbs. roller. These installers did not roll the installed floor covering with a required roller. The installed planks did not have glue transfer on the back. **The planks in the full length of the install were lifting and peeling up. The edges are continuously lifting throughout the installed areas and creating a severe tripping hazard.**
- The previously installed vinyl planks in the foyer were glued down using a 1/16" trowel, and rolled, and these planks are not peeling or lifting.

I have provided this court with several physical vinyl planks which were used in that installation, and which contain some traces of old paint, or wrong trowel marks, which can be ascertained with the two trowels included.

I have a neurological disability which makes it impossible for me to earn money now. I can only save money month to month but my Disability pension is small, which is why I moved to the state of SC.. I must recover the money I paid Mr. Kocsis in order to install flooring in my condo. Your Honor, I am asking not only for the $3400 I paid Mr. Kocsis, but also for the $430 inspection fee, and I am asking you to include provisions for this money to be repaid promptly and definitely.

Thank you very much for your time and consideration,
Olga Teslenko

FILED
HORRY COUNTY
2024 MAY 23 P 4:19
RENEE N. ELVIS
CLERK OF COURT
HORRY COUNTY, SC

ITEM 6

Defendant’s Answer, Return Document 1 (filed May 29, 2024)

MYRTLE BEACH
MAGISTRATE'S OFFICE

2023 DEC 21 PM 12: 16

DISTRICT #6

To the Magistrates office of Horry County,

I, Joey Kocsis, did an estimate for Miss Teslenko for glue down LVP. Miss Teslenko contacted Carpet King and flooring and explained to me that she has Shaw (product) installed in her foyer, hall, kitchen and Master bath. She said she wanted to extend this product into her Living room and Master bedroom. I made an appointment on 10/31/23 to measure to measure her home for the product. While I was there Miss Teslenko informed me that she will install her own baseboard and did not want quarter round. I explained to Miss Teslenko that quarter round is needed to hide any gaps and any imperfections between the base and the floor. Her and I both looked where the quarter round was installed on her existing floors. She still insisted (SHE DID NOT want us to install quarter round). I explained to Miss Teslenko that we get a 50% deposit and the balance upon completion. The material has a 15 year residential warranty and her labor is warranted for 1 year from completion date.

FILED
HORRY COUNTY
2024 MAY 23 P
RENEE N. ELVIS
CLERK OF COURT
HORRY COUNTY, SC

On 11/2/2023 Miss Teslenko paid a 50% deposit of $1700.00 (check). I ordered her materials and scheduled her installation for 11/9/2023. Upon completion Miss Teslenko paid her balance, check of another $1700.00 and said she loved her new flooring. She also requested for us to come back because she had more flooring projects she wanted done in her home. A few days later Miss Teslenko contacted me and said there were a couple of concerns about the flooring, so I made an appointment to go inspect the installation. When I entered the Livingroom I noticed that Miss Teslenko pulled up many planks, maybe 7-10, and said she did not think we used enough adhesive because there was some adhesive left in the bucket. This was a 4 gallon Shaw 200 adhesive. This size was a cheaper deal than buying by the gallon. I then explained to her about the spread rate. This adhesive will get 240 square feet per gallon. If half the bucket was used, according to

To the Magistrates office of Horry County,

I, Joey Kocsis, did an estimate for Miss Teslenko for glue down LVP. Miss Teslenko contacted Carpet King and flooring and explained to me that she has Shaw (product) installed in her foyer, hall, kitchen and Master bath. She said she wanted to extend this product into her Living room and Master bedroom. I made an appointment on 10/31/23 to measure to measure her home for the product. While I was there Miss Teslenko informed me that she will install her own baseboard and did not want quarter round. I explained to Miss Teslenko that quarter round is needed to hide any gaps and any imperfections between the base and the floor. Her and I both looked where the quarter round was installed on her existing floors. She still insisted (SHE DID NOT want us to install quarter round). I explained to Miss Teslenko that we get a 50% deposit and the balance upon completion. The material has a 15 year residential warranty and her labor is warranted for 1 year from completion date.

FILED
HORRY COUNTY
2024 MAY 23 P 2:
JACQUELYN N. SVIHLIK
CLERK OF COURT
HORRY COUNTY, SC

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Miss Teslenko, then this should be correct. I had my father, the owner, contact Miss Teslenko. He called her to try to schedule an appointment to inspect the installation to rectify any issues and she refused to have him go to her home and inspect the install. He then told her we can't resolve any issues if she wont allow us to.

I declare that the above statements are true and accurate to the best of my knowledge.

Respectfully,

Joey Kocsis

Carpet King and flooring

532 Broadway St.

Myrtle Beach SC 29577

843-934-5464

843-232-7744

MYRTLE BEACH
MAGISTRATE'S OFFICE
2023 DEC 21 PM 12: 16
DISTRICT #6

FILED
IN MY COUNTY
2023 DEC 21 P 4: 23
CLERK OF COURT
HORRY COUNTY, SC

ITEM 7

Official Transcript of August 21, 2024 Hearing.

STATE OF SOUTH CAROLINA)IN THE SOUTH CAROLINA CIRCUIT COURT 15

COUNTY OF HORRY)COURT C.A NO. 2024-CP-26-02983

Ogla Teslenko,)

Plaintiff,)

Versus)

Carpet King & Flooring, Joe Kocsis)

Defendant.)

H E A R I N G

DATE: August 21, 2024

LOCATION: South Carolina Circuit Court 15

JUDGE: Dale Van Slambrook

TRANSCRIBED BY: ERIN REILLY

LEGAL EAGLE

Post Office Box 5682

Greenville, South Carolina 29606

864-467-1373

depos@legaleagleinc.com

APPEARANCES:

Attorney for Plaintiff:

Olga Teslenko(Pro Se)

Attorney for Defendant:

Joe Kocsis(Pro Se)

INDEX OF PROCEEDINGS

Certificate of Transcriber 13

EXHIBITS

(None marked)

(THIS TRANSCRIPT MAY CONTAIN QUOTED MATERIAL. SUCH IS REPRODUCED AS READ OR QUOTED BY THE SPEAKER.)

PROCEEDINGS

THE COURT: The next matter I had was Olga Teslenko versus Carpet King & Flooring. Ms. Teslenko or some representative of Carpet King & Flooring present in our virtual courtroom today?

MS. TESLENKO: Your Honor, my name is Olga Teslenko. I don't represent Carpet King & Flooring and I represent only myself. I'm the appellant

THE COURT: All right. Is there any representative here from Carpet King that has joined us? All right. Let me find this file as well. All right. I'm looking at the public index, I see the motion that you'd filed Ms. Teslenko. All right. Ms. Keeling maybe you can help me out on this one as well. Is there a return that's filed from the magistrate on this? I see an appeal returned E-D on the end, and that looks like just the appeal documents. Is there a return in this that I'm overlooking?

THE CLERK: Let me look. The appeal returned received is the return, if you look there are 30 pages.

THE COURT: Is that just the documents or is there an actual summary with an outline of information signed by the magistrate? I'm not sure if I -- because I scrolled through it, I'm just not --

THE CLERK: Yes, it's from Judge Arrakis.

THE COURT: Where is that at?

THE CLERK: The return is the first two pages and then the rest is documents.

THE COURT: All right. And are you saying that that's under the caption where it says appeal/appeal return received?

THE CLERK: Yes, sir.

THE COURT: And is it the first or second document identified?

THE CLERK: I believe it's the first.

THE COURT: Okay. Well, I'm trying to get this thing pulled up, Ms. Teslenko?

MS. TESLENKO: Yes, judge.

THE COURT: Tell me what you're asking for. What are you appealing and why should I -- and what relief are you asking for and why should I grant it?

MS. TESLENKO: Sir, I'm appealing the judgment by the magistrate's judge that ruled in my favor and I claimed a complete material breach of contract. So, the judge ruled in my favor but somehow discounted the amount of money that was supposed to be return -- recovered to me from the Defendant by $1,825 without any explanation. I actually felt unsafe when I received that judgment because at the magistrate court hearing, I have provided a flash drive that contained all of the documents that support my claim as well as an immense amount of video and photo evidence that this is indeed a complete

material breach of contract. The flooring for which I paid Mr. Kocsis $3,395 was not even pretended to be installed. The flash drive also contained the independent inspection report by National Foundation certified inspector, independent inspector recommended by the manufacturer.

THE COURT: Were all of those documents submitted to the magistrate?

MS. TESLENKO: Yes, not only did they submit the flash drive at the hearing.

THE COURT: Okay.

MS. TESLENKO: But I also printed out some distinct or distinctly critical documents were also printed out and submitted in a printed package. The printed package also contained my Plaintiff's statement. Your Honor, one side note that I must add is this is the very first time in my entire life that I have to interact with the judicial system. I understand the importance of having -- a functioning judicial system in society.

A society can't function without a set of laws and a way to abide by them, to enforce these laws are abided by. But my own personal tendencies and also, you know, the culture of where I come from, they kind of kept me away from any interaction with courts. In other words, I don't even know how courts interact.

It was my hope that in the United States courts work

properly and at this point. So, I didn't know that I was supposed to maybe file my evidence prior to appearing in the magistrates court hearing. So, when I came to the magistrates court hearing, I had a flash drive which I submitted to the Judge. I had a packet of printed documents, which I have also submitted to the Judge.

And also, I had several physical of vinyl planks that contained the trial marks and other evidence which were physical proof of what the inspector has found and put in his inspection report of the physical proof of the contractor Mr. Joe Kocsis having violated all the essential requirements for the installation of this product and adhesive requirements for the adhesive that he used. So, that was submitted to the Court. And at the court hearing, I was able to read through my statement entirely.

And in my statement, it's explicitly stated that I am aware of the South Carolina law that provides the contractor with the right to cure a defect, but that this situation is not a construction defect. This situation is a complete material breach of contract. And at the end of my statement, I asked the Court to review the evidence and order that the full amount of the contract be returned or recovered to me as well as the inspection fee, which was $430.

So, the total amount of money that I specifically asked for to be recovered to me was $3,825. The Magistrate's

court somehow ruled in my favor. Well, I understand how it was ruled in my favor. Let me back up for a second. At the magistrate hearing at my court date, the magistrate judge has actually had the flash drive reviewed and several videos were reviewed in the courtroom and showed explicitly that this installation was not at all actually installed.

The planks were simply laid over the concrete not rolled, not pressed. So, my videos show me lifting off each plank with one hand only hold in the telephone with camera in the other hand. This is not even a mockery of installation; this is zero installation. So, the judge did have to rule in my favor, the amount of the judgment was what actually made me deadly concerned. The judge ruled only $2,000 to be recovered to me from the Defendant was the actual amount of the contract plus the inspection fee were $3,825.

There was no explanation provided for why $1,825 were decided to not be recovered to me. And the reason I felt very unsafe at this judgment was that it in center hide Mr. Kocsis in the -- his line of operation. In other words, Mr. Kocsis earned $1,800 per day's work of salvaging half from my condo.

He earned money to salvage somebody else's property. I have experience of being ripped off ever since I've relocated into this community, three years ago because of my disability, I have to retire. So, I had to find a place where life is a little less expensive. I bought this condo and then an immense

amount of collusion started happening to where initially for the longest time I thought I was just being imaginative. I thought things were just something as fantastic as that couldn't be true. So, I started to collect evidence and is the evidence of the objective facts that I had been collecting that showed me that collusion indeed happens in this community, people are indeed ripping me off and so I thought - I felt very unsafe.

THE COURT: Let me interrupt you for a minute, I want to make sure I understand. The amount of the prayer, which is the amount you requested was 3,825, is that right, but the amount of the award was 2000?

MS. TESLENKO: Correct.

THE COURT: Okay. And I don't have the benefit of the order. I see the documents that were filed but I still don't see the return.

MS. TESLENKO: I can actually see the return.

THE COURT: Explaining it. So -- I'm sorry, say that again for me?

MS. TESLENKO: It was after I reviewed the return -- returned by the magistrate court that I discovered that the magistrate's court omitted my flash drive and preprinted documents were also omitted from the printed documents package that it turned in to the magistrate's court. One was my statement, which outlined exactly that there was a complete

bridge of contract and that I was requesting or praying for $3,825. The second document -- the second category of documents were all the manufacturer's instructions. And third document omitted in the magistrate return was a copy of my check paying the inspections fee. The judgment itself contains not ---

THE COURT: Let me do this. Ms. Teslenko and I appreciate you sharing that. I think I understood essentially what was going on before you explained it, but after you explained it, I understand it better. I need the opportunity to review all of those documents that are in that return and, and find the summary portion of it as well to see if there is a sufficient legal explanation for that reduction.

Okay. If there is a sufficient legal explanation for that reduction then the award may have to stay at the $2,000. Okay? If there's not a sufficient explanation then I'll have to sort out how to handle that. It wouldn't necessarily mean that I would change the award. It may very well require that the matter be reconsidered or reviewed by the magistrate after being remanded or returned to them. Okay?

MS. TESLENKO: Could I ask you a few questions, two questions. I don't know how to -- can I ask you a question, Your Honor.

THE COURT: I can't give you any legal advice but I might be able to share some explanation.

MS. TESLENKO: No, about what you just said.

THE COURT: All right. Go ahead.

MS. TESLENKO: Question number 1, as of this morning, the magistrate's return contained no summary. Okay. Or the magistrate's judgment contain no summary. I have copies of everything that was filed by the magistrate in their return.

THE COURT: All right. And that's what I'm saying.

MS. TESLENKO: Do you think there's --

THE COURT: I need to look at the -- I need to look at that document and if it's not there then I'll consider that as well. Okay.

MS. TESLENKO: And Question Number 2, can I ask you a second question about what you just said?

THE COURT: Certainly.

MS. TESLENKO: I understand that you may have to remit or return this case back to the magistrate's court. However, I have evidence of the -- of that particular magistrate court doing something very incomprehensible for me. For instance, when I asked them about the rules to appeal, they told me that I was being ungrateful. It's incomprehensible, second instance when I asked them --

THE COURT: Whether they would handle it or not, I mean, that's a -- that's something that would have to be dealt with down the road. I can't answer that question today.

MS. TESLENKO: Okay. Could I -- at which point can I

ask for this case to be returned back to some other magistrate court not Myrtle Beach?

THE COURT: I'm not sure if I can address that. If I can I will in my order. If I can't you may have to deal with that once it gets sent back to them. Okay?

MS. TESLENKO: Thank you very much. Thank you.

THE COURT: Okay. All right. And so, the way we're gonna leave it right now Ms. Teslenko is I'm taking this matter under advisement. I will prepare a written order that will be filed and a copy will be sent to you. Okay?

MS. TESLENKO: Thank you Judge.

THE COURT: Okay. Yes ma'am. Good luck to you.

MS. TESLENKO: Thank you very much. Have a good day.

THE COURT: You too.

[END OF HEARING]

CERTIFICATE OF TRANSCRIBER

I, ERIN REILY, a court-approved transcriber, 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 South Carolina Circuit Court 15, South Carolina, on the 21st day of August, 2024.

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

September 4th, 2024

ERIN REILLY



TRANSCRIBER

ITEM 8

Appellant's Emergency Motion to Supplement Record on Appeal, with Exhibits (filed Feb 3, 2026).

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

_____

APPEAL FROM HORRY COUNTY
Court of Common Pleas
The Honorable Dale Van Slambrook, Circuit Court Judge

_____

Appellate Case No. 2024-001734

_____

Olga Teslenko, Appellant,
v.
Joe Kocsis,
Carpet King & Flooring, Respondents.

_____

APPELLANT'S EMERGENCY MOTION TO SUPPLEMENT THE RECORD ON APPEAL, AND REQUEST FOR IMMEDIATE CONSIDERATION

_____

NOW COMES Appellant, acting pro se, and respectfully moves this Honorable Court, pursuant to Rules 210 and 212, SCACR**,** for leave to supplement the Record on Appeal with critical materials necessary for briefing and appellate review. Appellant asserts that these materials were excluded below from the record through violations of Appellant's right to due process. The denial of this motion would be **dispositional in nature**, effectively depriving Appellant of a meaningful appeal.

This motion invokes the Court's inherent power to control its docket and fulfill its duty under S.C. Code Ann. § 18-7-130, which mandates that appellate courts hear appeals based on all essential exhibits. Appellant seeks **Panel Review** and **Immediate Consideration** in light of the February 12, 2026, briefing deadline and the pending motion for extension filed January 28, 2026.

In support of this Motion, Appellant states the following:

1. **Official Transcript of Trial Audio (Exhibit 2):**
    - **Procedural History**: This Court granted transmission of trial exhibits on November 26, 2025. These exhibits (filed Dec. 1, 2025) were transmitted as a raw flash drive, consistent with the form admitted at trial.

- **Need for Supplement:** Proper appellate review and briefing necessitate an official transcript of the audio recording on said drive. This transcript is essential to establish the factual basis, central to the appeal, which was rendered inaccessible through procedural irregularities in the lower court.

2. **Evidence of Docket Tampering (Exhibit 3):**
    - **Procedural History:** On September 20, 2024, Appellant filed a Motion for Reconsideration citing constitutional violations and including Screenprints E2 and E4 as newly discovered evidence of docket tampering. Through clerical obstruction, this motion was denied judicial review, and Appellant was denied the opportunity to lay a proper foundation for this evidence.
    - **Need for Supplement:** To ensure this Court can review the evidence of tampering embedded in these screenprints, Appellant seeks to supplement the record with the necessary legal foundations and hyperlink analysis that were timely filed but suppressed below.
3. **Evidence of Improper Captioning (Exhibit 4):**
    - **Procedural History**: Appellant's Motion for Reconsideration, timely filed below, was improperly re-captioned as a 'Domestic Violence' motion and placed on an incorrect roster, effectively excluding it from judicial review.
    - **Need for Supplement**: Appellant seeks to supplement the record with a screenprint of the circuit court docket showing this re-captioning, which will directly demonstrate the obstruction that prevented a fair hearing.
4. **Extraordinary Circumstances:**

    Appellant suffers from a documented progressive neurological disability and acute illness, which have significantly hindered her ability to address these complex record deficiencies. Supplementing the record now is the only way to ensure the Amended Initial Brief is built upon a truthful and complete trial record.
5. **Dispositional Nature of Motion**:
    - Denial of this motion would be dispositional, effectively dismissing the appeal by excluding critical trial evidence barred below via due process violations.

- A delay in adjudication would constitute a *de facto* denial, as the current February 12 deadline approaches while the January 28 motion for extension remains unruled**.**

WHEREFORE, Appellant respectfully requests that this Court grant leave to supplement the Record on Appeal with the aforementioned materials (Exhibits 2, 3, and 4) to ensure a just and constitutional review of this matter.

Respectfully submitted,

s/ Olga Teslenko
Olga Teslenko, Appellant, Pro Se
100 Fountain Pointe Ln, Unit 103
Myrtle Beach, South Carolina 29579
Email: osenochen@gmail.com
Tel: (510) 388-2780

Dated: February 3, 2026.

Enclosed:
Exhibit 1 – Appellant's affidavit;
Exhibit 2 – Official Transcript of Joe Kocsis' November 16, 2023 inspection;
Exhibit 3 – Legal Foundation and Hyperlink Analysis (Screenprints E2 and E4), Appellant's sworn testimony;
Exhibit 4 – Screenprint "Motion Miscaptioned 'DV'.pdf".

EXHIBITS

Exhibit 1

Appellant’s Notarized Affidavit for Emergency Motion to Supplement, filed February 3, 2026

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM HORRY COUNTY
Court of Common Pleas
The Honorable Dale Van Slambrook, Circuit Court Judge

Appellate Case No. 2024-001734

Olga Teslenko, Appellant,

v.

Joe Kocsis,
Carpet King & Flooring, Respondents.

AFFIDAVIT
OF APPELLANT OLGA TESLENKO

I, Olga Teslenko, having been duly sworn, hereby depose and state as follows:

1. I am the Appellant in the Appellate Case No. 2024-001734 and I have personal knowledge of the facts stated herein.
2. **Trial Audio Recording and Transcript:** I personally made the audio recording of Respondent's inspection using my iPhone X. This recording was admitted into evidence at the March 29, 2024 trial, located in 'Folder 4' on the Appellant's flash drive. I personally provided this audio recording to court recorder Kevin Dehlinger of Legal Eagle. Attached as **Exhibit 2** is the official transcript produced by said recorder. I declare this transcript to be a true and accurate written representation of the audio evidence admitted at trial.
3. **Docket Screenprints E2 and E4 and Legal Foundations:** I personally captured the screenprints labeled E2 and E4 directly from the Horry County Fifteenth Judicial Circuit official Public Index on July 16, 2024, and August 25, 2024. These screenprints are true and accurate representations of the case electronic docket as it existed on those dates. I submitted them to the circuit court in my September 20, 2024 motion for reconsideration as newly discovered evidence of docket tampering. The legal foundations and hyperlink analysis, attached as **Exhibit 3**, constitute my sworn

testimony and analysis of this evidence, which I was denied the opportunity to present below due to clerical obstruction.

4. **Evidence of Re-Branding:** I personally captured the screenprint "Motion Miscaptioned 'DV'.pdf" directly from the Horry County Fifteenth Judicial Circuit official Public Index on September 30, 2024. This screenprint is a true and accurate representation of the electronic docket as it existed on that date. I submit this screenprint, attached as **Exhibit 4**, as newly discovered evidence of my Motion for Reconsideration being improperly re-captioned as a "Domestic Violence" motion.
5. **Authenticity:** All exhibits attached to my Motion to Supplement are authentic copies of the records I personally recorded, observed, and captured.

FURTHER AFFIANT SAYETH NOT.

Olga Teslenko

SWORN to and subscribed before me
this 3 day of February, 2026.

_____ (L.S.)
Notary Public for South Carolina
My Commission Expires: 11-08-2035

KATE GIOVENGO
Notary Public, State of South Carolina
My Commission Expires
11/08/35

Exhibit 2

Official Transcript of Audio Recording of Respondent's November 16, 2023 Inspection on Appellant's Flashdrive, Folder 4.

NOVEMBER 16, 2023

INSPECTION

LEGAL EAGLE

Post Office Box

Greenville, South Carolina 29606

(864) 467-1373 -- depos@legaleagleinc.com

OLA TESLENKO:

(Inaudible).

JOE KOCSIS:

I'm doing all right, just (inaudible) around trying to take care of my baby. Woah, did you pull all these up?

OLA TESLENKO:

Only with the (inaudible).

JOE KOCSIS:

Okay, I mean, the good news is it's -- it's okay. Like this is an easy fix.

OLA TESLENKO:

I'm not sure.

JOE KOCSIS:

It's just -- well, it's the adhesive is what it is.

OLA TESLENKO:

But it's everywhere. There's no (inaudible).

JOE KOCSIS:

(Inaudible).

OLA TESLENKO:

Oh, (inaudible) like (inaudible) and then (inaudible).

JOE KOCSIS:

So do me a favor, if you see them like this, don't pull them all the way up because it is a pressure

sensitive adhesive. So, even though like it's still walkable, like when it's done, it does need time to tack up.

OLA TESLENKO:

It (inaudible). I took videos. It (inaudible) like this.

JOE KOCSIS:

Okay. That's okay, but just don't take them up. Like, we could still identify the pieces --

OLA TESLENKO:

(Inaudible).

JOE KOCSIS:

No, no, no. It's -- it’s the adhesive is what -- is what the problem is.

OLA TESLENKO:

But Joey (inaudible).

JOE KOCSIS:

No, there’s adhesive on the floor. You had carpet down here.

OLA TESLENKO:

The old installation had at least one-eighth of an inch of glue.

JOE KOCSIS:

No, no, no. This was the carpet glue right here. There -- they just -- they just put a little

(inaudible) on the concrete.

OLA TESLENKO:

I can -- I can show you (inaudible).

JOE KOCSIS:

It’s (inaudible) the (inaudible) is glued down all the way. I would have to scrape the floor (inaudible).

OLA TESLENKO:

Joey, (inaudible). This -- this adhesive here is at least one-eighth --

JOE KOCSIS:

That's because that’s --

OLA TESLENKO:

-- thick.

JOE KOCSIS:

-- that’s because that’s the edge of it. It’s -- it’s pushed out on the edge.

OLA TESLENKO:

It’s on --

JOE KOCSIS:

Like if you --

OLA TESLENKO:

-- thick (inaudible).

JOE KOCSIS:

No, I understand.

OLA TESLENKO:

Not one of the pieces here (inaudible) pulled up.

JOE KOCSIS:

Okay, I know.

OLA TESLENKO:

Even -- even though they have gaps --

JOE KOCSIS:

I understand. Hear me out though real quick, okay. Hear me out. These pieces that we had to pull up, so remember you had a -- a cut here?

OLA TESLENKO:

Yeah.

JOE KOCSIS:

Okay, so we had to take pieces up so you would have no transition. Okay, if that were the case, this would be a different height, but they're perfectly even. Okay, this is glued straight down to the floor.

OLA TESLENKO:

I don't (inaudible).

JOE KOCSIS:

You don't --

OLA TESLENKO:

(Inaudible). So, what I found is after I had my (inaudible) with that almost every plank was

buckling and peeling up. And so, I started looking (inaudible) and it turns out (inaudible).

JOE KOCSIS:

Okay, well do me a favor, I don't want you to freak out over this, okay, because it is a glued down LVP.

OLA TESLENKO:

Uh-huh (affirmative).

JOE KOCSIS:

So this is an easy fix, okay. But you see how the back is here; you don't see these (inaudible).

OLA TESLENKO:

(Inaudible).

JOE KOCSIS:

Well, that's what I'm saying; it simply just didn't tack up. So what we're going to have to do is we might have to bring in a weight roller, and you have to do that sometimes with concrete, sometimes you don't have to, but sometimes you do because it's not tacking up to the back of the application it's not tacking to the back of the product. So, this is an easy fix, so I don't want you to freak out about it, okay? So, let me -- let me walk around. I've seen this before and it's --

OLA TESLENKO:

I'm thinking that (inaudible) right now, but the

rest of the floor is in -- is in exactly the same condition (inaudible) here.

JOE KOCSIS:

Okay, well let me -- let me take a look, okay?

OLA TESLENKO:

(Inaudible) are you thinking to just glue those pieces back down?

JOE KOCSIS:

Yeah, you have to. Yeah.

OLA TESLENKO:

Don't you think the rest of the floor needs to be re-glued?

JOE KOCSIS:

No, no, no, no, because --

OLA TESLENKO:

Or (inaudible).

JOE KOCSIS:

Well, it’s -- here, okay, when -- when I get the glue, the glue that we use that's recommended for this product, I'll -- okay, I'll show you the back of the (inaudible).

OLA TESLENKO:

(Inaudible) used.

JOE KOCSIS:

Okay. That’s how they sell it.

OLA TESLENKO:

Yeah, it’s supposed to -- you're supposed to -- you have -- supposed to have used 4.3 gallons on this square footage.

JOE KOCSIS:

This spread right on here --

OLA TESLENKO:

Uh-huh (affirmative) .

JOE KOCSIS:

-- is 800 square feet.

OLA TESLENKO:

Do you have -- have you had any other buckets of glue?

JOE KOCSIS:

Like diff -- like different stuff?

OLA TESLENKO:

Yeah. Have you only used that (inaudible).

JOE KOCSIS:

That's, yeah, that's what we (inaudible).

OLA TESLENKO:

Well, you only used half of the amount you were supposed to use. With that, I insist on the whole floor, lifting up and being glued. Not -- not one place in this floor has been glued correctly. There's half a bucket there, so only two gallons of

glue have been used.

JOE KOCSIS:

Okay, let me -- let me show you (inaudible).

OLA TESLENKO:

(Inaudible) it's my (inaudible).

JOE KOCSIS:

I'm not going to do (inaudible).

OLA TESLENKO:

That's fine.

JOE KOCSIS:

I just wanted to show you --

OLA TESLENKO:

(Inaudible). Do you remember saying you were going to take care of all the subfloor problems?

JOE KOCSIS:

Yes.

OLA TESLENKO:

Have you?

JOE KOCSIS:

Oh, this is an adhesion issue is what it is.

OLA TESLENKO:

Well (inaudible) second problem. The second problem is this. There's a dip here that's more than a quarter inch. I will not be able to apply any baseboards with this floor. You can -- you can

(inaudible).

JOE KOCSIS:

Okay, so you -- when we talked and I talked about your subfloor.

OLA TESLENKO:

Uh-huh (affirmative).

JOE KOCSIS:

And I told you, like once the carpet comes up, like, I don't know what's going on underneath.

OLA TESLENKO:

Uh-huh (affirmative).

JOE KOCSIS:

And you wanted to just go back with a baseboard. Now, if you want to make your floor completely level, yes (inaudible) but I won’t know that until the carpet comes up. There’s no way --

OLA TESLENKO:

(Inaudible).

JOE KOCSIS:

-- of me (inaudible).

OLA TESLENKO:

-- conversation (inaudible).

JOE KOCSIS:

Uh-huh (affirmative).

OLA TESLENKO:

You told me that you (inaudible) done once you ripped up the carpet. I pressed you to tell me how much it would cost and that's why, and the final conclusion that the amount would not be higher than $500.

JOE KOCSIS:

I said I would not know. I would -- I told you I would not know.

OLA TESLENKO:

You said that most likely would not be higher than -- more than $500.

JOE KOCSIS:

Okay, so -- okay, so this is what I'll do.

OLA TESLENKO:

So, one thing to level the floor, because I told you, yes we agreed under $500, let's go ahead and do everything (inaudible).

JOE KOCSIS:

If you want your floor to be completely level, we'll have to self-level the whole floor, and there's no way that it'll just be $500. I told you we take care of, like, subfloor imperfections.

OLA TESLENKO:

Well, that -- okay, so in the beginning, you knew that I was going to try avoid quarter round.

JOE KOCSIS:

Uh-huh (affirmative).

OLA TESLENKO:

I needed to replace the baseboards with (inaudible) quarter round (inaudible).

JOE KOCSIS:

Okay that --

OLA TESLENKO:

(Inaudible) all I needed was for you to tell me what's the maximum amount for it. You said there's no way it's gonna be more than $500.

JOE KOCSIS:

There's no way for me to know, and for subfloor like to get to spots like this (inaudible).

OLA TESLENKO:

Right, but you (inaudible).

JOE KOCSIS:

Okay, this is what I can do for you, okay. If you want for all this to come up and for all the spots to be level, like we can do that.

OLA TESLENKO:

(Inaudible).

JOE KOCSIS:

I think -- I think maybe (inaudible).

OLA TESLENKO:

(Inaudible).

JOE KOCSIS:

So, do you know when your original baseboard was down and -- and that's when you said you didn't want to use quarter round, right? And your original baseboard was down and I told you that, you know, if you don't use quarter round you'll see imperfections because the entire floor like there's no such thing as a perfect flat floor, and that's why everybody uses quarter round to hide those imperfections. Now, if you want to like skim coat certain areas and bring them up, so you -- 'cause it's not going to be perfectly lying flat. That's almost impossible unless you self-level the whole place, and that's what I was telling you before the carpet came up, that that's what would happen.

OLA TESLENKO:

First of all, the first time we met you said you would take care of all the subflooring issues. Then I get your quote, and there's no specifically mentioning of leveling of any dips --

JOE KOCSIS:

Because I -- because I don't know.

OLA TESLENKO:

Correct. I called you and we had that conversation.

JOE KOCSIS:

Uh-huh (affirmative).

OLA TESLENKO:

All I needed for you is to tell me the maximum amount. Tell me 500, I'll go with that. Tell me more, you know, I'll think about it.

JOE KOCSIS:

But I -- I can’t --

OLA TESLENKO:

At that time --

JOE KOCSIS:

I want you --

OLA TESLENKO:

I had the chance to refuse your quote and go with someone else --

JOE KOCSIS:

But we had --

OLA TESLENKO:

-- who had given me guarantee.

JOE KOCSIS:

Respectfully, Ola, respectfully, I -- nobody will know until the carpet comes up.

OLA TESLENKO:

Correct. Why didn't you level up the dips when the carpet came up?

JOE KOCSIS:

Okay, well, when you're going back to the baseboard, I didn't see anything significant --

OLA TESLENKO:

Well --

JOE KOCSIS:

-- when this came up. This point being --

OLA TESLENKO:

More than a quarter inch dip is significant. It's going to -- I can’t put the baseboards on.

JOE KOCSIS:

Okay, so -- all right, so -- okay, so let's do this then, okay. If you want all this to be fixed, okay, what we're going to have to do is this piece that you're using here, when we take this stuff up, what we're going to have to do is set a level on the wall and see where there's any dips.

OLA TESLENKO:

Normally, a carpenter has big levels.

JOE KOCSIS:

Yes, but when you're doing LVP, LVP is supposed to go over imperfect floorings, that’s what they’re for. And if you're not using quarter round to hide imperfections, that's what it's for. But if this is the way -- the way you want to do it, I guess I had

a different --

OLA TESLENKO:

Joey, on Tuesday I had the chance to go with someone else who had guaranteed they would do everything correctly so I can actually avoid quarter round. Now, there are two problems that I'm describing right now. One problem is your installers have used insufficient amount of glue. Some places are not even glued. They've brushed it, painted it.

JOE KOCSIS:

(Inaudible).

OLA TESLENKO:

I have evidence, objective evidence, half a bucket of that glue, four gallon bucket, half of it is still there. So, 600 square feet had only been covered with two gallons of glue. According to the label printed on that bucket, it's twice as little as necessary for the minimum coverage. Therefore, I'm telling you, the rest of this floor is probably in the same condition as these planks. Therefore, patching is not good for me at all. I do not agree to that. Secondly, I was willing to pay the maximum amount that you would tell me. I knew it's not going to be more than $500 in materials.

JOE KOCSIS:

Okay. So, well -- all right -- well, since -- okay. What I'm saying, and I'm not trying to, you know, justify anything, but what I'm asking is that since I know exactly how you want it, being super level with the baseboard, even though I did bring that up, I just -- will you just give me an opportunity to fix it?

OLA TESLENKO:

Well, what you were talking about was hair width of discrepancy.

JOE KOCSIS:

Uh-huh (affirmative).

OLA TESLENKO:

Hair width of discrepancy can indeed be caulked.

JOE KOCSIS:

Yeah.

OLA TESLENKO:

But more than a quarter inch of discrepancy, that's a huge dip. I couldn't -- I couldn’t put a baseboard in a way to hide it.

JOE KOCSIS:

Okay.

OLA TESLENKO:

Joey, I don't need to cause hurt. I need -- see, the thing is that the money I paid you is the only

money I have. Now, I could go with someone else who guaranteed a tiny bit bigger price, but guaranteed everything is fine, would be done correctly. I have -- I don't know how to let you -- if I were to let you remedy it, what would you do?

JOE KOCSIS:

Well, we'd have to take it up.

OLA TESLENKO:

And do what?

JOE KOCSIS:

And we'd have to put -- level down on all the bases, and any of -- and all the planks that aren't adhered, you'd have to pull them up and put them back down.

OLA TESLENKO:

Any planks that aren't adhered. And what I'm saying is, two gallons of glue could not be spread on 600 -

-

JOE KOCSIS:

There (inaudible).

OLA TESLENKO:

-- square feet to -- to the planks.

JOE KOCSIS:

Well actually -- it -- well -- it actually is 800 square feet, so we used -- we used three quarters of

what we were supposed to use. So, if we use half the bucket, that's two -- 400 square feet worth of glue, depending on what trowel -- size trowel you use.

OLA TESLENKO:

Joey, there's a label on that bucket.

JOE KOCSIS:

Uh-huh (affirmative).

OLA TESLENKO:

On the back of that bucket.

JOE KOCSIS:

Uh-huh (affirmative).

OLA TESLENKO:

The smallest minimum covers 140 square feet per gallon.

JOE KOCSIS:

Per gallon, yeah.

OLA TESLENKO:

Right.

JOE KOCSIS:

Yes.

OLA TESLENKO:

And there are 600 square feet here.

JOE KOCSIS:

Yes, so we used two, so -- like, okay, so I guess

Justin went light on there, so. Will you allow me to fix it?

OLA TESLENKO:

You have no workers; you have no expertise. Who's going to do it? Justin again? I don't want it. I don't want him back. I -- how could you -- look, those are not -- they're patches, they're not even covered in glue. How can you possibly do it?

JOE KOCSIS:

We can fix it, if you just give me an opportunity to fix it. You won't have to pay anything.

OLA TESLENKO:

No, I know, I -- but -- but Joey, I have to actually go and ask you for the money back. I have to. I cannot risk. Please understand. Please understand.

JOE KOCSIS:

Okay.

OLA TESLENKO:

If I -- if you want to, when I save up more money, I'll use the tiling job if you want to. Give me a good quote, I'll pay extra. I don't care to pay a little bit extra, but I need to get it back.

JOE KOCSIS:

Okay.

OLA TESLENKO:

I need to get -- you know, this is the only money I have. The way I save it up is I cut on all of my possible expenses, food included, which has been so far good for me, and it's been working for me, you know. But I'm just afraid, Joey, I'm honestly, sincerely afraid, 'cause you only have Justin and Roger. Roger is --

JOE KOCSIS:

I have more than Justin and Roger, but, I mean, they do good work. I really wish you'd give me an opportunity to fix it.

OLA TESLENKO:

The whole floor needs to be come -- pulled up. I don't trust the installation with this little glue. You know, it's just -- it's just unpredictable. It's going to look awful. So, just think about it. The whole floor coming up, then you're going to lose the pieces, which piece goes where. Then you're going to have your guys complain about -- complain about doing extra work.

JOE KOCSIS:

They won't complain.

OLA TESLENKO:

Yeah.

JOE KOCSIS:

No, they understand. Justin's a really nice guy. He won't complain.

OLA TESLENKO:

How could he spread this little glue?

JOE KOCSIS:

I --

OLA TESLENKO:

I mean --

JOE KOCSIS:

I thought he was going off the spread rate, to be honest with you. Would you please give me an opportunity to fix it?

OLA TESLENKO:

Joey, I can't, really, I can’t. I’m sorry.

JOE KOCSIS:

Alright, well, I’ll --

OLA TESLENKO:

I really can't. Think about how you can -- I'll give you business when I'm ready and have money to do that. It's a 10 by 10 patio; tile it in any kind of tile you want. I'll pay you extra.

JOE KOCSIS:

Okay.

OLA TESLENKO:

I'm sorry. I've -- I’ve been -- I’ve been doing

things for people in the past and look where it led me. I have no money. I don't know how to handle this. I would like the money back. What I'm going to do is I'm going to hire one of the quotes that I had. He's going to charge me more for ripping up all of these. Although, to be honest with you, only within two hours I've -- and not all of that time picking up the pieces. At first I was poking my finger in them and filming them. And then I was like, well, how far will that lift? And is it supposed to lift? Compared with all of the installation, it's not supposed to lift.

JOE KOCSIS:

Okay. Alright, so I'll go get your money. I'll return it tomorrow for you, okay?

OLA TESLENKO:

Yeah.

JOE KOCSIS:

Sorry about this.

OLA TESLENKO:

No, I'm sorry -- you can --

(End of tape)

CERTIFICATE OF TRANSCRIBER

I, Jessica Antonucci, a court-approved transcriber, do hereby certify that I transcribed the electronic recording and that said transcript is true and correct, all to the best of my knowledge and ability.

I further certify that I am not related to nor the employe of any of the parties or witnesses hereto, nor related to or employed by any attorney or counsel employed by the parties hereto, nor interested in the outcome of this action.

January 29, 2026

Jessica Antonucci

Jessica N. Antonucci

Transcriber

Exhibit 3

Appellant’s Sworn Testimony on Legal Foundations and Hyperlink Analysis of Screenprints E2 and E4, filed on September 20, 2024 in Appellant’s motion for reconsideration.

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

_____

APPEAL FROM HORRY COUNTY
Court of Common Pleas
The Honorable Dale Van Slambrook, Circuit Court Judge

_____

Appellate Case No. 2024-001734

_____

Olga Teslenko, Appellant,

v.

Joe Kocsis and Carpet King & Flooring,
Respondents.

_____

APPELLANT'S SWORN TESTIMONY: LEGAL FOUNDATION AND HYPERLINK ANALYSIS FOR SCREENPRINTS E2 AND E4

_____

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[Rec. p. 78]

EXHIBITS E2 AND E4: FOUNDATION.

1. Authenticity.

Exhibits E2 and E4 are screenprints of the official public index case management website, captured by the standard instrument of the (CTRL+P) shortcut, common to all operating systems and available on all Windows computers. Simultaneously pressing CTRL and P allows the user to select 'Save as PDF' to capture the image of the current website onto the user's hard drive in PDF format in full, from the top of the page to the bottom. By entering Appellant's case number into the public index case management website for Horry County and then choosing the option to view all case filings on the same page, the user can capture a PDF screenprint of all case filings in Appellant's case using simultaneously pressed keys for 'CTRL' and 'P' (Rec. pp. 324–325; 340–342).

Using this shortcut at home on Appellant's computer, Appellant personally captured the screenprints labeled E2 and E4 directly from the Horry County Fifteenth Judicial Circuit official Public Index website on **July 16, 2024**, before the hearing, and **August 25, 2024,** after the hearing. These screenprints are true and accurate representations of the public case docket as it existed on those dates. Appellant submitted them to the circuit court in her September 20, 2024 motion for reconsideration as newly discovered evidence of docket tampering, but was denied the opportunity to testify to their foundational and evidentiary content. Appellant provides this testimony below.

The public index case management website is the official South Carolina Judicial Branch Public Index website, and therefore its screenprints are self-authenticating[1]. Exhibits E2 and E4 can further be authenticated using the prima facie website authentication procedure of authentication standards for website evidence: by searching for 'Horry County Public Index', selecting 'Horry County' and clicking 'Accept', an independent user can proceed to the Public Index case management website for Horry County. By entering Appellant's case number '2024CP2602983' into the corresponding field on the following page, the Horry County Fifteenth Judicial Circuit public docket for Appellant's case opens up in the browser. Both Exhibits E2 and E4 bear the same insignia, labeling, and formatting as the official Public docket, and the contents

[1] Under Rule 902(5) (Official Publications), "[a] book, pamphlet, or other publication purporting to be issued by a public authority" is self-authenticating. Rule 101(b)(6) provides that "a reference to any kind of written material or any other medium includes electronically stored information." Hence, data on governmental websites are self-authenticating. See Williams v. Long, 585 F. Supp.2d 679, 686–88 & n. 4 (D. Md. 2008).

in both exhibits are the same as the contents on the official Public docket, thus meeting the necessary requirements for indicia of reliability: (1) the same distinctive design as the official public index website; (2) the same information in the same format as the content of the official public index website; and (3) the same circuit court filings for Appellant's case from its inception as the contents of the official public index website for Appellant's case. This can be verified any time by comparing Exhibits E2 and E4 with the official public index website. Therefore, Exhibits E2 and E4 do indeed accurately reflect the contents of the official public docket for Appellant's case as it existed on the dates of their creation, and cannot be attributed to any other website or any other source. Appellant is still in possession of the original PDF screenprints, which can be forensically analyzed if the Court requires.

Exhibit E2's appearance, distinctive design, and content matches those of Exhibit E4 which shows the URL of the captured website, and matches the appearance, distinctive design, and content of the official public docket for Appellant's case. The contents of Exhibit E2 prove that it was certainly made before Appellant's hearing on August 21, 2024 and after the magistrate's return was filed in May, thus corroborating Appellant's testimony that it was captured on July 16, 2024. Additionally, both the date and authenticity of Exhibit E2 were corroborated at the hearing by the Honorable Judge Dale Van Slambrook who verbalized on the record the exact wording of the caption for the magistrate's return entry as 'Appeal/Appeal Return Received' and number of documents filed in this entry as exactly two documents (Rec. p. 34, line 13—p. 35, line 11; p. 40, lines 3–13). Accordingly, Exhibit E2 shows that the entry captioned "Appeal / Appeal Return Received", created on May 29, 2024, contains exactly two documents.

Exhibit E4 bears the date stamp, and its internet address stamp matches the internet address of the official public index case management website for Appellant's case. It is therefore indisputable that Exhibit E4 is an accurate representation of the public docket on the date stamped on it. Thus, the contents of both Exhibits E2 and E4 are verifiably authentic[1], and can be independently verified by viewing the official public index case management website for Appellant's case. The above analysis proves that a reasonable juror would find in favor of their authenticity, and therefore Exhibits E2 and E4 should be admitted into evidence under Rule

[1] *Foreword Magazine, Inc. v. OverDrive Inc*., No. 1:10-cv-1144, 2011 WL 5169384, at *4 (W.D. Mich. Oct. 31, 2011) (admitting screenshots from websites, accompanied only by the sworn affidavit of an attorney, given "other indicia of reliability (such as the Internet domain address and the date of printout)"); accord Lebewohl v. Heart Attack Grill, LLC, 890 F. Supp. 2d 278 (S.D.N.Y. 2012).

104(a), SCRE[1].

2. Relevance.

The relevance of Exhibits E2 and E4 stems from the fact that these screenprints demonstrate docket tampering, in which the clerk accessed the old docket entry and back filed a new document in it, containing the previously unavailable magistrate's summary, without any notice to Appellant[2]. Exhibits E2 and E4 are PDF screenprints, captured before and after the hearing {Rec. pp. 324–325; 340–342}. Like all PDF screenprints, Exhibits E2 and E4 preserve both visual content and hyperlink information with the precise location where each document is stored on the server (URL). Each document, captured in the screenprint, displays its storage path (URL) visible when hovered over with a cursor. Exhibits E2 and E4, thus, demonstrate the precise mechanism by which the clerk accessed the old docket entry and filed a new document in it.

This docket tampering was first demonstrated in Appellant's motion for reconsideration filed with the circuit court on September 20, 2024, in which Appellant objected and requested a new trial. Appellant's motion was mishandled to prevent judicial review and conceal the tampering it exposed. The subsequent circuit court affirmance of the disputed magistrate's judgment on the sole basis of the newly back-filed magistrate's summary proves the deliberate nature of the docket tampering and mishandling, which this Court must review **de novo** to determine if the affirmance was supported by any competent evidence as required by S.C. Code § 18-9-280(3)[3] (Rec. pp. 10–16; 270–271).

The following sections provide specific hyperlink analysis which shows how the new document back filing was performed. Appellant is in possession of the original PDF screenprints, which retain the native metadata and active hyperlink functionality described herein. While exhibits E2 and E4 were filed as static images on paper exhibits, **the original native files are available for forensic inspection or transmission to the Court upon request, to verify the URL paths and other parameters cited in this analysis—as they would have been transmitted to the circuit court had Appellant's motion for**

[1] Rule 104(a), SCRE provides: "The court must decide any preliminary question about whether a witness is qualified, a privilege exists, or evidence is admissible. In so deciding, the court is not bound by evidence rules, except those on privilege."

[2] Fed. R. Evid. 104(b) provides: "When the relevance of evidence depends on whether a fact exists, proof must be introduced sufficient to support a finding that the fact does exist. The court may admit the proposed evidence on the condition that the proof be introduced later."

[3] S.C. Code § 18-9-280(3): The appellate court will verify whether or not "the order [in question] is supported by such quantum of evidence as prescribed by the statute or law under which judicial review is permitted".

reconsideration been afforded judicial review and an evidentiary hearing[1].

EXHIBIT E2: PDF DETAIL

Exhibit E2 is the screenprint 'Return Two documents' captured prior to Appellant's August 21 hearing. Exhibit E2 shows that the docket entry for magistrate's return, dated May 29, 2024, is captioned 'Appeal/Appeal Return Received' and contains two documents. The same is corroborated by the Presiding Judge at the hearing. Exhibit E2 therefore is an accurate representation of the public docket for Appellant's case prior to, and on the date of the hearing:

Horry County
Fifteenth Judicial Circuit
Public Index

E2



Horry County Home Page | South Carolina Judicial Department Home Page | SC.GOV Home Page

Switch View

Olga Teslenko VS Carpet King & Flooring , defendant, et al

Case Number:	2024CP2602983	Court Agency:	Common Pleas	Filed Date:	04/29/2024
Case Type:	Appeal	Case Sub Type:	Magistrate Civil 910	File Type:	Non-Jury
Status:	Appeal	Assigned Judge:	Clerk Of Court C P, G S, And Family Court		
Disposition:		Disposition Date:		Disposition Judge:	
Original Source Doc:		Original Case #:			
Judgment Number:		Court Roster:			

Case Parties

Click the icon to show associated parties.

Name	Address	Race	Sex	Year Of Birth	Party Type	Party Status	Last Updated
Carpet King & Flooring	532 Broadway St Myrtle Beach SC 29577				Respondent		05/02/2024
Carpet King & Flooring	532 Broadway St Myrtle Beach SC 29577				Respondent Pro Se		05/02/2024
Kocsis, Joe	532 Broadway St Myrtle Beach SC 29577				Respondent Pro Se		05/02/2024
Kocsis, Joe	532 Broadway St Myrtle Beach SC 29577				Respondent		05/02/2024
Teslenko, Olga	100 Fountain Pointe Lane Unit 103 Myrtle Beach SC 29579				Appellant Pro Se		05/02/2024
Teslenko, Olga	100 Fountain Pointe Lane Unit 103 Myrtle Beach SC 29579				Appellant		05/02/2024

Actions

Name	Description	Type	Motion Roster	Begin Date	Completion Date	Documents
Teslenko, Olga	Service/Affidavit Of Service on MB Magistrate Court	Filing		07/05/2024-16:17		
Teslenko, Olga	Appeal/Appeal Returned Received	Action		05/29/2024-13:32		
Teslenko, Olga	Appeal/Notice of Civil Appeal (Workflow)	Action		05/09/2024-15:27	05/25/2024-15:27	

The hyperlink analysis of the two return documents captured in Exhibit E2 shows the following:

[1] Rule 1002, SCRE (Requirement of Original) provides: "To prove the content of a writing, recording, or photograph, the original writing, recording, or photograph is required, except as otherwise provided in these rules or by statute

1. Rightmost return document: 24 pages.

Case Parties

Click the icon to show associated parties.

Name	Address	Race	Sex	Year Of Birth	Party Type	Party Status	Last Updated
Carpet King & Flooring	532 Broadway St Myrtle Beach SC 29577				Respondent		05/02/2024
Carpet King & Flooring	532 Broadway St Myrtle Beach SC 29577				Respondent Pro Se		05/02/2024
Kocsis, Joe	532 Broadway St Myrtle Beach SC 29577				Respondent Pro Se		05/02/2024
Kocsis, Joe	532 Broadway St Myrtle Beach SC 29577				Respondent		05/02/2024
Teslenko, Olga	100 Fountain Pointe Lane Unit 103 Myrtle Beach SC 29579				Appellant Pro Se		05/0
Teslenko, Olga	100 Fountain Pointe Lane Unit 103 Myrtle Beach SC 29579				Appellant		05/0

https://publicindex.sccourts.org/Horry/PublicIndex/PIImageDisplay.aspx?ctagency=26002&doctype=C&docid=1726012&HKey=10389497882115119109113971188211010499121107497073120977974431024374107109100116114868370759087108708111 9

Actions

Name	Description	Type	Motion Roster	Begin Date	Completion Date	Doc
Teslenko, Olga	Service/Affidavit Of Service on MB Magistrate Court	Filing		07/05/2024-16:17		
Teslenko, Olga	Appeal/Appeal Returned Received	Action		05/29/2024-13:32		
Teslenko, Olga	Appeal/Notice of Civil	Action		05/09/2024-15:27	05/25/2024-15:27	

The URL for the rightmost return document as stored in Exhibit E2:

https://publicindex.sccourts.org/Horry/PublicIndex/PIImageDisplay.aspx?ctagency=26002&doctype=C&docid=1726012&HKey=10389497882115119109113971188211010499121107497073120977974431024374107109100116114868370759087108708111 9

Clicking on the image of a document on a PDF screenprint opens the captured URL in the user's browser and returns a copy of the actual document stored on the court server at that location. Up until January 6, 2025, clicking on the image of the rightmost return document on Exhibit E2 opened the above URL and returned a copy of the actual document, stored on the court server at that location, which consisted of **24 pages** with the words '**Carpet King and Flooring**' and '**Number 1111**' printed in large bold letters at the top of the first page:



(Rec. p. 100).

2. Leftmost return document: 55 pages.

Case Parties

Click the icon to show associated parties.

Name	Address	Race	Sex	Year Of Birth	Party Type	Party Status	Last Updated
Carpet King & Flooring	532 Broadway St Myrtle Beach SC 29577				Respondent		05/02/2024
Carpet King & Flooring	532 Broadway St Myrtle Beach SC 29577				Respondent Pro Se		05/02/2024
Kocsis, Joe	532 Broadway St Myrtle Beach SC 29577				Respondent Pro Se		05/02/2024
Kocsis, Joe	532 Broadway St Myrtle Beach SC 29577				Respondent		05/02/2024
Teslenko, Olga	100 Fountain Pointe Lane Unit 103 Myrtle Beach SC 29579				Appellant Pro Se		05
Teslenko, Olga	100 Fountain Pointe Lane Unit 103 Myrtle Beach SC 29579				Appellant		05

https://publicindex.sccourts.org/Horry/PublicIndex/PIImageDisplay.aspx?ctagency=26002&doctype=C&docid=1726009&HKey=98101507212281111571021061131001201087981776851481098411373829011810043521128567781025355107738110412211 5

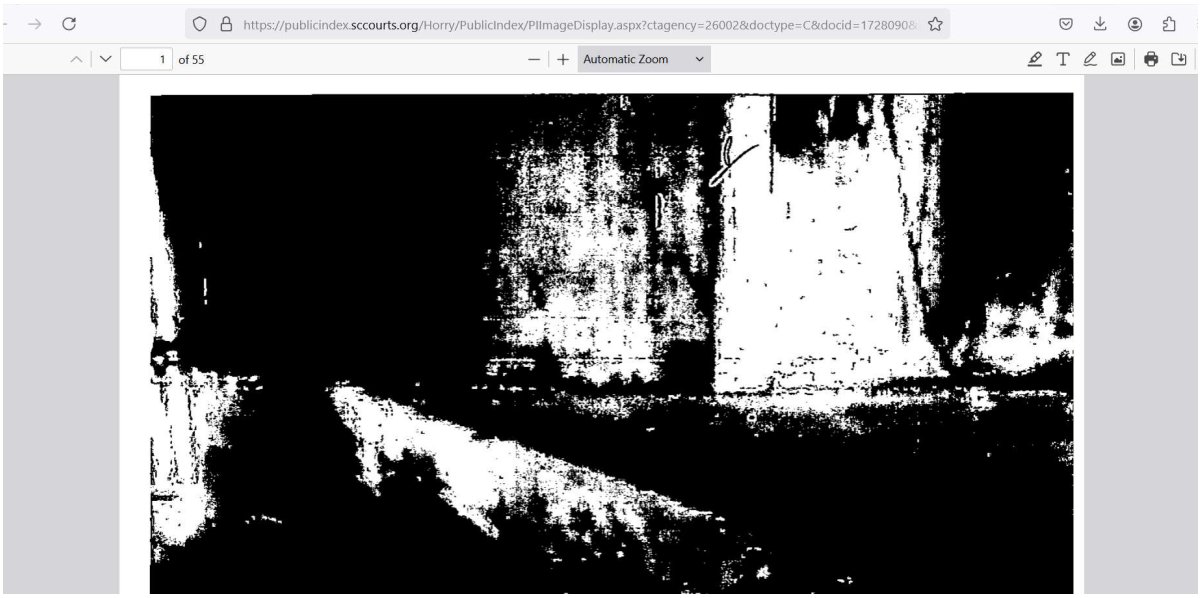
Actions

Name	Description	Type	Motion Roster	Begin Date	Completion Date	
Teslenko, Olga	Service/Affidavit Of Service on MB Magistrate Court	Filing		07/05/2024-16:17		
Teslenko, Olga	Appeal/Appeal Returned Received	Action		05/29/2024-13:32		
Teslenko, Olga	Appeal/Notice of Civil Appeal (Workflow)	Action		05/09/2024-15:27	05/25/2024-15:27	

The URL for the leftmost return document as stored in Exhibit E2:

https://publicindex.sccourts.org/Horry/PublicIndex/PIImageDisplay.aspx?ctagency=26002&doctype=C&docid=1726009&HKey=9810150721228111157102106113100120108798177685148109841137382901181004352112856778102535510773811041221 15

Up until January 6, 2025, clicking on the image of the rightmost return document on Exhibit E2 opened the above URL and returned a copy of the actual document, stored on the court server at that location, which consisted of **55 pages**, with the first page showing a large full-page badly scanned photograph:



(Rec. p. 125).

DISCREPANCY BETWEEN CLERK'S TESTIMONY AND DIGITAL RECORD.

During the August 21 hearing, the acting clerk, Ms. Keeling, provided specific technical descriptions of the "Appeal/Appeal Return Received" entry to the Presiding Judge. Ms. Keeling testified that: (1) the entry contained a document with the magistrate's summary; (2) this document was exactly 30 pages long; (3) The magistrate's summary occupied the first two pages of this document; and (4) was "from Judge Arakas" and signed by the magistrate:

> THE COURT: [...] Ms. Keeling maybe you can help me out on this one as well. Is there a return that's filed from the magistrate on this? **I see an appeal return received on the end, and that looks like just the appeal documents. Is there a [summary portion] in this that I'm overlooking?**
>
> THE CLERK: Let me look. The appeal returned received is the return, ***if you look there are 30 pages***.
>
> THE COURT: **Is that just the documents or is there an actual summary with an outline of information signed by the magistrate?** I'm not sure if I -- because I scrolled through it, I'm just not –
>
> THE CLERK: ***Yes, it's from Judge Arakas***.
>
> THE COURT: Where is that at?
>
> THE CLERK: ***The [summary portion] is the first two pages and then the rest is documents***.
>
> THE COURT: All right. **And are you saying that that's under the caption where it says appeal/appeal return received?**
>
> THE CLERK: ***Yes, sir***.
>
> THE COURT: **And is it the first or second document identified?**
>
> THE CLERK: ***I believe it's the first***.
>
> THE COURT: Okay. Well, I'm trying to get this thing pulled up.

[Rec. p. 85]

(Rec. p. 34, line 13—p. 35, line 11).

However, the embedded hyperlink information, captured in Exhibit E2, revealed that the two documents filed in the May 29 entry "Appeal/Appeal Return Received" were, right to left, 24 pages and 55 pages long and opened to the paid invoice exhibit 'Carpet King and flooring' and the full-page illegible black photograph. This was fully corroborated at the hearing by the Presiding Judge who repeatedly scrolled through these documents but was still unable to find the summary:

> THE COURT: Okay. **And I don't have the benefit of the [summary]. I see the documents that were filed but I still don't see the RETURN.** [...] **I need the opportunity to [...]find the summary portion of it** as well to see if there is a sufficient legal explanation for that reduction.

(Rec. p. 39, lines 14–16; p. 40, lines 10–13). The Presiding Judge's inability to locate the summary in the documents filed in the return docket entry, confirms that the 30-page document described by the Clerk did not exist on the docket at that time.

The same is also corroborated by Appellant who objected to the absence of the summary:

> MS. TESLENKO: **...as of this morning, the magistrate's return contained no summary.** Okay? Or the magistrate's judgment contains no summary. I have copies of everything that was filed by the magistrate in their return.
>
> THE COURT: All right. And that's what I'm saying.

(Rec. p. 41, lines 3–7).

Had the magistrate's summary been filed on the docket, the Presiding Judge couldn't have failed to notice its distinct title **MAGISTRATE RETURN ON APPEAL** printed in capital bold letters on top of the first page and the magistrate's signature on the second page. The above analysis proves that a 30-page document containing the magistrate's summary had not been filed on the docket at the August 21 hearing—contrary to Ms. Keeling's specific instructions to the opposite.

The hyperlinks in Exhibit E2 continued to return the 24-page and 55-page documents up through January 6, 2025. When Appellant checked these hyperlinks on January 30, they already

stopped working and returned errors, proving that the court's server was re-hauled sometime between January 6 and January 30, 2025.

EXHIBIT E4: PDF DETAIL

Exhibit E4, captured after the August 21 hearing, shows that a new 30-page document had been back-filed into the May 29 docket entry after the hearing and contained the magistrate's summary as well as paper exhibits Appellant specifically identified at the hearing as omitted from the return (Rec. p. 39, line 20—p. 40, line 6).

Exhibit E4 is the screenprint 'Return Three documents' captured after Appellant's hearing, which is confirmed by its date stamp.

Exhibit E4 shows that the entry for magistrate's return, dated May 29, 2024, is captioned 'Return from Magistrate Court', and contains three documents:

Teslenko, Olga	Data Entry/Request to Correct Data Entry Error	Filing		08/14/2024-14:47		
Kocsis, Joe	8/19/2024_MOTION_Roster/ Notice of Motions Roster Publication	Action		08/09/2024-15:26		
Teslenko, Olga	8/19/2024_MOTION_Roster/ Notice of Motions Roster Publication	Action		08/09/2024-15:26		
Carpet King & Flooring	8/19/2024_MOTION_Roster/ Notice of Motions Roster Publication	Action		08/09/2024-15:26		
Teslenko, Olga	Letter Submitting Exhibits Omitted in Lower Court's Return	Filing		07/22/2024-14:16		
Teslenko, Olga	Letter to Clerk of Court About Appellants Disability	Filing		07/22/2024-14:12		
Carpet King & Flooring	Notice/Notice of Hearing and Service	Filing		07/17/2024-11:17		
Kocsis, Joe	Notice/Notice of Hearing and Service	Filing		07/17/2024-11:16		
Teslenko, Olga	Notice/Notice of Hearing and Service	Filing		07/17/2024-11:16		
Kocsis, Joe	8/19/2024_MOTION_Roster/ Notice of Motions Roster Publication	Action		07/17/2024-09:44		
Carpet King & Flooring	8/19/2024_MOTION_Roster/ Notice of Motions Roster Publication	Action		07/17/2024-09:44		
Teslenko, Olga	8/19/2024_MOTION_Roster/ Notice of Motions Roster Publication	Action		07/17/2024-09:44		
Teslenko, Olga	Service/Affidavit Of Service on MB Magistrate Court	Filing		07/05/2024-16:17		
Teslenko, Olga	Return from Magistrate Court	Action		05/29/2024-13:32		
Teslenko, Olga	Appeal/Notice of Civil Appeal (Workflow)	Action		05/09/2024-15:27	05/25/2024-15:27	
Teslenko, Olga	Email Confirmation of Appeal Received	Filing		05/03/2024-09:34		

The hyperlink analysis of the three return documents captured in Exhibit E4 shows the following:

1. Rightmost return document: 24 pages.

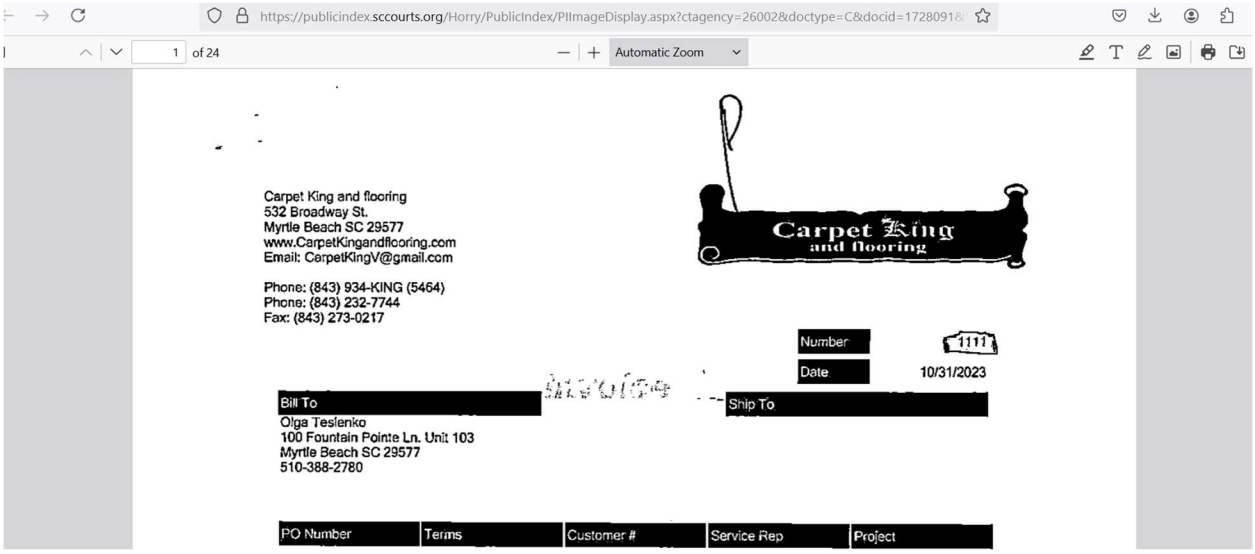
Carpet King & Flooring	Notice/Notice of Hearing and Service	Filing		07/17/2024-11:17		
Kocsis, Joe	Notice/Notice of Hearing and Service	Filing		07/17/2024-11:16		
Teslenko, Olga	Notice/Notice of Hearing and Service	Filing		07/17/2024-11:16		
Kocsis, Joe	8/19/2024_MOTION_Roster/ Notice of Motions Roster Publication	Action		07/17/2024-09:44		
Carpet King & Flooring	8/19/2024_MOTION_Roster/ Notice of Motions Roster Publication	Action		07/17/2024-09:44		
Teslenko, Olga	8/19/2024_MOTION_Roster/ Notice of Motions Roster Publication	Action		07/17/2024-09:44		
Teslenko, Olga	Service/Affidavit Of Service on MB Magistrate Court	Filing		07/05/2024-16:17		
Teslenko, Olga	Return from Magistrate Court	Action		05/29/2024-13:32		
Teslenko, Olga	Appeal/Notice of Civil Appeal (Workflow)	Action		05/09/2024-15:27	05/25/2024-15:27	
Teslenko, Olga	Email Confirmation of Appeal	Filing		05/03/2024-09:34		

https://publicindex.sccourts.org/Horry/PublicIndex/PIImageDisplay.aspx?ctagency=26002&doctype=C&docid=1728091&HKey=12110181774874706911210987113122891028078561131121117985478810573749810674114119112811177083108551145377

The URL for the rightmost return document as stored in Exhibit E4 is:

https://publicindex.sccourts.org/Horry/PublicIndex/PIImageDisplay.aspx?ctagency=26002&doctype=C&docid=1728091&HKey=12110181774874706911210987113122891028078561131121117985478810573749810674114119112811177083108551145377

Clicking on the image of the rightmost return document on Exhibit E4 opened the above URL and returned a copy of the actual document, stored on the court server at that location, which consists of **24 pages**, with the words '**Carpet King and Flooring'** and '**Number 1111**' printed in large bold letters on the top of the first page:



(Rec. p. 100). This is the same 24-page document as was accessed through the rightmost hyperlink in Exhibit E2.

2. Middle return document: 55 pages.

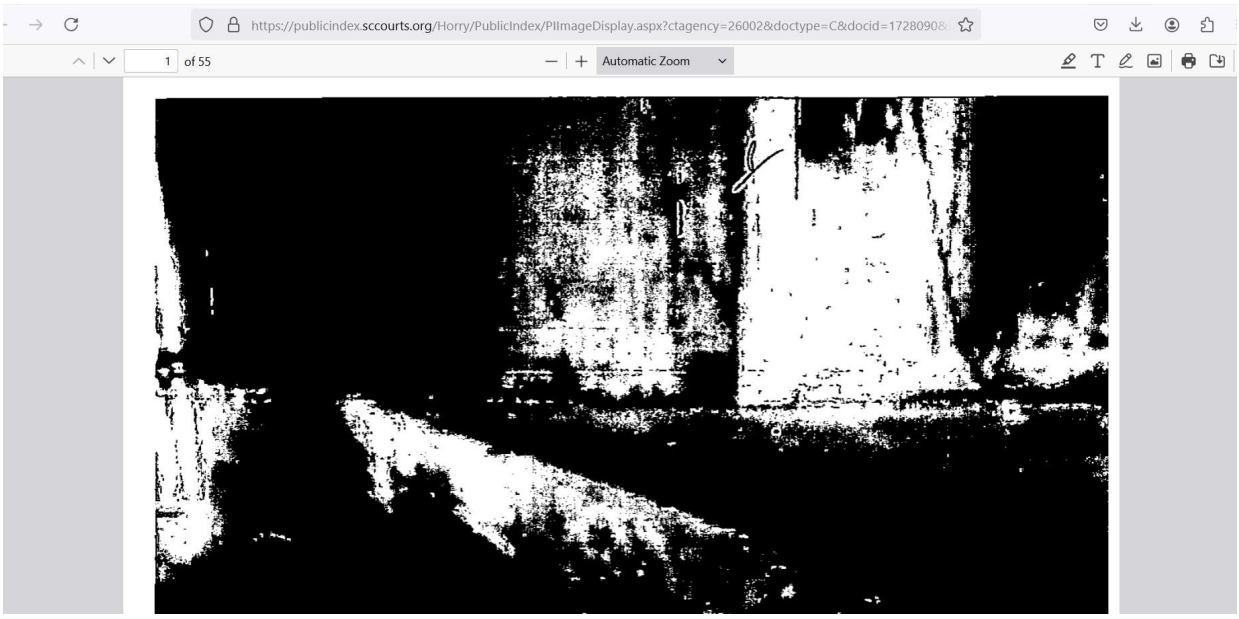
Carpet King & Flooring	Notice/Notice of Hearing and Service	Filing		07/17/2024-11:17		
Kocsis, Joe	Notice/Notice of Hearing and Service	Filing		07/17/2024-11:16		
Teslenko, Olga	Notice/Notice of Hearing and Service	Filing		07/17/2024-11:16		
Kocsis, Joe	8/19/2024_MOTION_Roster/ Notice of Motions Roster Publication	Action		07/17/2024-09:44		
Carpet King & Flooring	8/19/2024_MOTION_Roster/ Notice of Motions Roster Publication	Action		07/17/2024-09:44		
Teslenko, Olga	8/19/2024_MOTION_Roster/ Notice of Motions Roster Publication	Action		07/17/2024-09:44		
Teslenko, Olga	Service/Affidavit Of Service on MB Magistrate Court	Filing		07/05/2024-16:17		
Teslenko, Olga	Return from Magistrate Court	Action		05/29/2024-13:32		
Teslenko, Olga	Appeal/Notice of Civil Appeal (Workflow)	Action		05/09/2024-15:27	05/25/2024-15:27	
Teslenko, Olga	Email Confirmation of Appeal	Filing		05/03/2024-09:34		

https://publicindex.sccourts.org/Horry/PublicIndex/PIImageDisplay.aspx?ctagency=26002&doctype=C&docid=1728090&HKey=835112143661091228774437388119971037883114785348117551214988796557707779484877511211161138411450 85

The URL for the middle return document as stored in Exhibit E4 is:

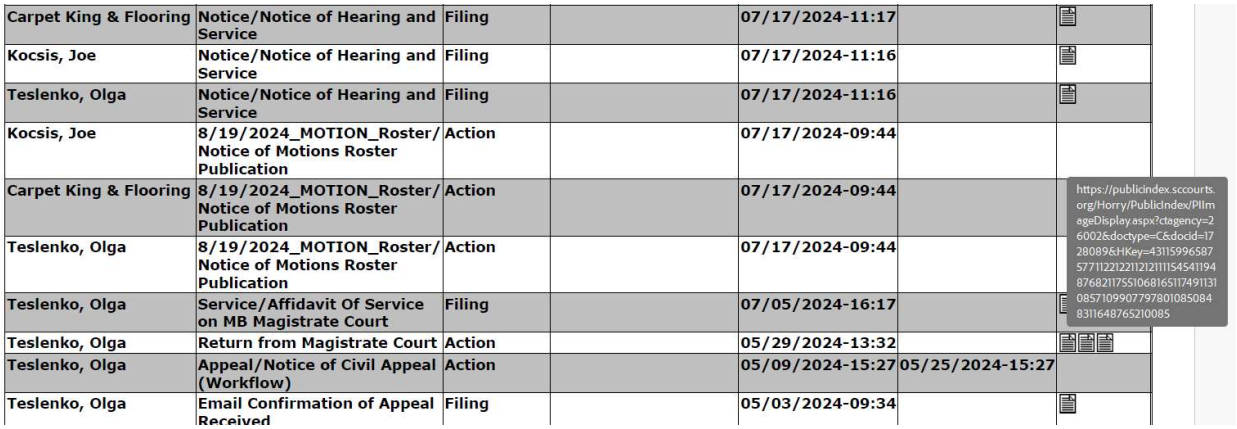
https://publicindex.sccourts.org/Horry/PublicIndex/PIImageDisplay.aspx?ctagency=26002&doctype=C&docid=1728090&HKey=835112143661091228774437388119971037883114785348117551214988796557707779484877511211161138411450 85

Clicking on the image of the middle return document on Exhibit E4 opens the above URL and returns a copy of the actual document, stored on the court server at that location, which consists of **55 pages**, with a large full-page badly scanned photograph on the first page:



(Rec. p. 125). This is the same 55-page document as was accessed through the leftmost hyperlink in Exhibit E2.

3. New, third, leftmost return document: 30 pages.



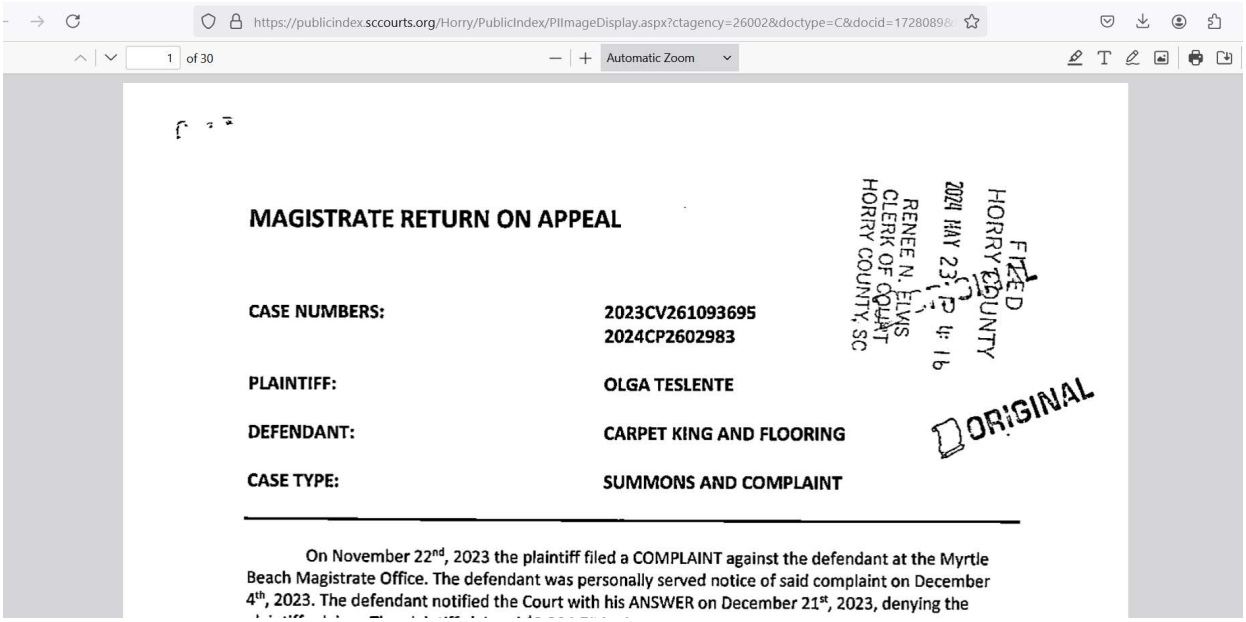
Carpet King & Flooring	Notice/Notice of Hearing and Service	Filing		07/17/2024-11:17		
Kocsis, Joe	Notice/Notice of Hearing and Service	Filing		07/17/2024-11:16		
Teslenko, Olga	Notice/Notice of Hearing and Service	Filing		07/17/2024-11:16		
Kocsis, Joe	8/19/2024_MOTION_Roster/ Notice of Motions Roster Publication	Action		07/17/2024-09:44		
Carpet King & Flooring	8/19/2024_MOTION_Roster/ Notice of Motions Roster Publication	Action		07/17/2024-09:44		
Teslenko, Olga	8/19/2024_MOTION_Roster/ Notice of Motions Roster Publication	Action		07/17/2024-09:44		
Teslenko, Olga	Service/Affidavit Of Service on MB Magistrate Court	Filing		07/05/2024-16:17		
Teslenko, Olga	Return from Magistrate Court	Action		05/29/2024-13:32		
Teslenko, Olga	Appeal/Notice of Civil Appeal (Workflow)	Action		05/09/2024-15:27	05/25/2024-15:27	
Teslenko, Olga	Email Confirmation of Appeal Received	Filing		05/03/2024-09:34		

https://publicindex.sccourts.org/Horry/PublicIndex/PIImageDisplay.aspx?ctagency=26002&doctype=C&docid=1728089&HKey=43115996587577112212211212111545411948768211755106816511749113108571099077978010850848311648765210085

The URL for the new, leftmost return document as stored in Exhibit E4 is:

https://publicindex.sccourts.org/Horry/PublicIndex/PIImageDisplay.aspx?ctagency=26002&doctype=C&docid=1728089&HKey=43115996587577112212211212111545411948768211755106816511749113108571099077978010850848311648765210085

Clicking on the image of the new return document on exhibit E4 opens this URL and returns a copy of the actual new document, stored on the court server at that location, which consists of **30 pages** with the words **MAGISTRATE RETURN ON APPEAL** printed in capital bold letters on top of the first page:



https://publicindex.sccourts.org/Horry/PublicIndex/PIImageDisplay.aspx?ctagency=26002&doctype=C&docid=1728089&

1 of 30 Automatic Zoom

MAGISTRATE RETURN ON APPEAL

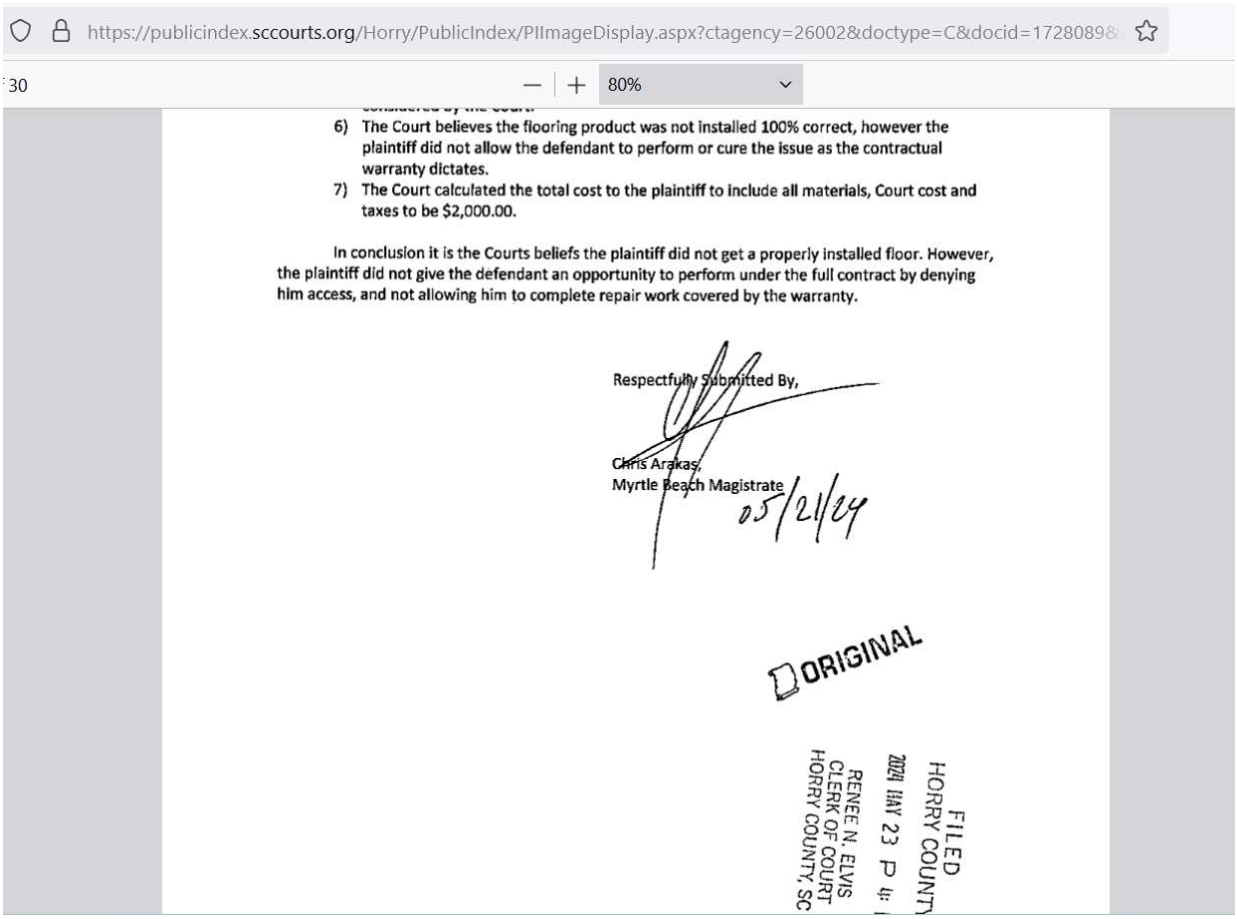
FILED
HORRY COUNTY
2024 MAY 23 P 4:16
RENEE N. ELVIS
CLERK OF COURT
HORRY COUNTY, SC

CASE NUMBERS:	**2023CV261093695** **2024CP2602983**
PLAINTIFF:	**OLGA TESLENTE**
DEFENDANT:	**CARPET KING AND FLOORING**
CASE TYPE:	**SUMMONS AND COMPLAINT**

ORIGINAL

On November 22nd, 2023 the plaintiff filed a COMPLAINT against the defendant at the Myrtle Beach Magistrate Office. The defendant was personally served notice of said complaint on December 4th, 2023. The defendant notified the Court with his ANSWER on December 21st, 2023, denying the

And the magistrate's signature on the bottom of the second page:



(Rec. p. 270). This document is not captured in Exhibit E2.

HOW THE NEW DOCUMENT WAS BACK FILED AFTER HEARING

The comparison of the URLs stored in Exhibits E2 and E4 exposes the mechanism by which the new, third document had been back filed into the magistrate's return entry after the August 21 hearing. This comparison shows that, sometime after the hearing, the May 29 return entry was accessed for the purpose of editing its caption. At the same time its contents: the two initially filed return documents 24 and 55 pages long, were deleted and then re-uploaded together with the new 30-page document. The date and time stamp of the docket entry remained unperturbed as retroactive accessing for the purpose of correcting the caption is permitted on the docket (Rec. pp. 324–325; 340–342). When the first two documents were re-uploaded, they were assigned new locations on the court servers, which is shown in their embedded hyperlinks:

[Rec. p. 91]

1. The URL of the right-most return document embedded in Exhibit E2:
https://publicindex.sccourts.org/Horry/PublicIndex/PIImageDisplay.aspx?ctagency=26002&doctype=C&docid=1726012&HKey=1038949788211511910911397118821101049912110749707312097797443102437410710910011611486837075908710870811119

The URL of the right-most return document embedded in Exhibit E4:
https://publicindex.sccourts.org/Horry/PublicIndex/PIImageDisplay.aspx?ctagency=26002&doctype=C&docid=1728091&HKey=12110181774874706911210987113122891028078561131121117985478810573749810674114119112811177083108551145377

The embedded hyperlinks in exhibit E2 and E4 show that the 24-page return document occupies the same rightmost position on both exhibits but its server location, captured in Exhibit E4, is different from its server location in Exhibit E2. The different location in Exhibit E4 means that this is not the same file as was captured in Exhibit E2. Since clicking on this document on Exhibit E2 led, up through January 6, 2025, to the same 24-page document as on Exhibit E4, the only plausible explanation for the new location is that the initial file was deleted from the entry and a new copy was re-uploaded, which assigned it a new URL address. The exact date of this operation may be obtained from the court server and is certainly after the August 21 hearing.

2. The URL of the left-most return document embedded in Exhibit E2:
https://publicindex.sccourts.org/Horry/PublicIndex/PIImageDisplay.aspx?ctagency=26002&doctype=C&docid=1726009&HKey=9810150721228111157102106113100120108798177685148109841137382901181004352112856778102535510773811041221 15

The URL of the middle return document embedded in Exhibit E4:
https://publicindex.sccourts.org/Horry/PublicIndex/PIImageDisplay.aspx?ctagency=26002&doctype=C&docid=1728090&HKey=83511214366109122877443738811997103788311478534811755121498879655770777948487751121116113841145085

The embedded hyperlinks in Exhibits E2 and E4 show that the second, 55-page return document is located at a different location on Exhibit E4 than on Exhibit E2. The different location, embedded in Exhibit E4, means that this is not the same file as was captured in Exhibit E2. Since clicking on this document on Exhibit E2 led, up through January 6, 2025, to the same 55-page document as on Exhibit E4, the only plausible explanation for the new location is that the initial file was deleted from the entry and a new copy was re-uploaded, which assigned it a new URL address. The exact date of this operation may be obtained from the court server and is certainly after the August 21 hearing.

3. The URL of the third return document embedded in Exhibit E2:

Exhibit E2 does not show a third document in the May 29th Return entry.

The URL of the third return document embedded in Exhibit E4:
https://publicindex.sccourts.org/Horry/PublicIndex/PIImageDisplay.aspx?ctagency=26002&doctype=C&docid=1728089&HKey=4311599658757711221221121211154541194876821175510681651174911310857109907797801085084831164876521008 5

The 30-page return document is a new document that appears in the May 29 docket entry only on Exhibit E4, captured after the hearing. By clicking on it, a 30-page document is returned, containing the magistrate's summary and paper exhibits Appellant identified at the hearing as omitted from the return (Rec p. 39, line 20—p. 40, line 6). The magistrate's summary occupies the first two pages of this new document, starting with the words **MAGISTRATE RETURN ON APPEAL** in large bold capital letters on the top of the first page, and ending with the magistrate's signature on the bottom of the second page (Rec. p. 270).

The only rational explanation for the appearance of a new document in the return docket entry after the hearing is that it was uploaded there after the hearing, which assigned it a unique URL address. The exact date and time of this operation may be obtained from the court server, whose audit log would confirm that its location has been assigned at approximately the same time as the URLs for the newly re-uploaded 24-page and 55-page documents.

The above analysis shows that sometime after Appellant's hearing on August 21, 2024, the May 29th return entry had been accessed and its initial caption changed. At the same time, the 24-page and 55-page documents it contained had been deleted and then re-uploaded together with a new 30-page document containing the magistrate's summary.

FURTHER ALTERATION OF THE COURT FILING SYSTEM

Up through January 6, 2025, the URLs for the two return documents captured in Exhibit E2 still returned copies of the actual 24-page and 55-page files stored at their original locations on the court server. Sometime after Jan 6, the URLs in Exhibit E2 stopped returning them. When Appellant checked these URLs on January 30, they were already unable to return the documents.

The cessation of these URLs' functionality between January 6 and January 30, 2025, occurred following the filing of Appellant's motion for reconsideration, which first published Exhibits E2 and E4 (Rec. pp. 305–361).

Exhibit 4

Screenprint “Motion Miscaptioned ‘DV’.

Horry County
Fifteenth Judicial Circuit
Public Index



Horry County Home Page South Carolina Judicial Department Home Page SC.GOV Home Page

Switch View

Olga Teslenko VS Carpet King & Flooring , defendant, et al

Case Number:	2024CP2602983	**Court Agency:**	Common Pleas	**Filed Date:**	04/29/2024
Case Type:	Appeal	**Case Sub Type:**	Magistrate Civil 910	**File Type:**	Non-Jury
Status:	Dismissed	**Assigned Judge:**	Clerk Of Court C P, G S, And Family Court		
Disposition:	Other / Circuit Civil	**Disposition Date:**	09/09/2024	**Disposition Judge:**	Van Slambrook, Dale E.
Original Source Doc:		**Original Case #:**			
Judgment Number:		**Court Roster:**			

Case Parties

Click the icon to show associated parties.

Name	Address	Race	Sex	Year Of Birth	Party Type	Party Status	Last Updated
Carpet King & Flooring	532 Broadway St Myrtle Beach SC 29577				Respondent Pro Se		05/02/2024
Carpet King & Flooring	532 Broadway St Myrtle Beach SC 29577				Respondent		05/02/2024
Kocsis, Joe	532 Broadway St Myrtle Beach SC 29577				Respondent Pro Se		05/02/2024
Kocsis, Joe	532 Broadway St Myrtle Beach SC 29577				Respondent		05/02/2024
Teslenko, Olga	100 Fountain Pointe Lane Unit 103 Myrtle Beach SC 29579				Appellant Pro Se		05/02/2024
Teslenko, Olga	100 Fountain Pointe Lane Unit 103 Myrtle Beach SC 29579				Appellant		09/20/2024

Actions

Name	Description	Type	Motion Roster	Begin Date	Completion Date	Documents
Teslenko, Olga	Motion/Reconsider (DV)	Motion		09/20/2024-15:55		
Teslenko, Olga	Certificate/COC Mailing Copies of Court Orders	Action		09/09/2024-16:51		
Teslenko, Olga	Order/Magistrate Decision is Affirmed	Order		09/09/2024-16:51		
Teslenko, Olga	Certificate/COC Mailing Copies of Court Orders	Action		09/09/2024-16:08	09/09/2024-16:08	
Teslenko, Olga	Order/Electronic Form 4 - Case Dismissal	Order		09/09/2024-15:55	09/09/2024-15:55	

[Rec. p. 95]

Teslenko, Olga	Certificate/COC Mailing Copies of Court Orders - Form 4	Action		08/27/2024-11:33	09/09/2024-11:33	
Teslenko, Olga	Order/Electronic Form 4-Motion for Appeal is Under	Order		08/27/2024-09:11	09/09/2024-09:11	
Teslenko, Olga	Data Entry/Response to Correct Data Entry Error	Filing		08/16/2024-10:51	09/09/2024-10:51	
Teslenko, Olga	Data Entry/Request to Correct Data Entry Error	Filing		08/14/2024-14:47	09/09/2024-10:51	
Carpet King & Flooring	8/19/2024_MOTION_Roster/ Notice of Motions Roster Publication	Action		08/09/2024-15:26	09/09/2024-15:26	
Kocsis, Joe	8/19/2024_MOTION_Roster/ Notice of Motions Roster Publication	Action		08/09/2024-15:26	09/09/2024-15:26	
Teslenko, Olga	8/19/2024_MOTION_Roster/ Notice of Motions Roster Publication	Action		08/09/2024-15:26	09/09/2024-15:26	
Teslenko, Olga	Letter Submitting Exhibits Omitted in Lower Court's Return	Filing		07/22/2024-14:16	09/09/2024-09:34	
Teslenko, Olga	Letter to Clerk of Court About Appellants Disability	Filing		07/22/2024-14:12	09/09/2024-09:53	
Carpet King & Flooring	Notice/Notice of Hearing and Service	Filing		07/17/2024-11:17	09/09/2024-11:17	
Kocsis, Joe	Notice/Notice of Hearing and Service	Filing		07/17/2024-11:16	09/09/2024-11:16	
Teslenko, Olga	Notice/Notice of Hearing and Service	Filing		07/17/2024-11:16	09/09/2024-11:16	
Kocsis, Joe	8/19/2024_MOTION_Roster/ Notice of Motions Roster Publication	Action		07/17/2024-09:44	09/09/2024-09:44	
Carpet King & Flooring	8/19/2024_MOTION_Roster/ Notice of Motions Roster Publication	Action		07/17/2024-09:44	09/09/2024-09:44	
Teslenko, Olga	8/19/2024_MOTION_Roster/ Notice of Motions Roster Publication	Action		07/17/2024-09:44	09/09/2024-09:44	
Teslenko, Olga	Service/Affidavit Of Service on MB Magistrate Court	Filing		07/05/2024-16:17	09/09/2024-09:13	
Teslenko, Olga	Return from Magistrate Court	Action		05/29/2024-13:32	09/09/2024-13:32	
Teslenko, Olga	Appeal/Notice of Civil Appeal (Workflow)	Action		05/09/2024-15:27	05/25/2024-15:27	
Teslenko, Olga	Email Confirmation of Appeal Received	Filing		05/03/2024-09:34	09/09/2024-11:41	
Teslenko, Olga	Motion/Appeal	Motion		04/29/2024-15:27	08/21/2024-15:27	
Teslenko, Olga	Appeal/Notice of Civil Appeal	Filing		04/29/2024-15:26	09/09/2024-15:26	

[Rec. p. 96]

Financials

Summary

Fine/Costs:	$175.00	Total Paid for fine/ costs:	$175.00	Balance Due:	$0.00

Costs

Description	Cost Code	Amount	Charge Action	Disbursed Amount
Civil Filing Fee State 56%	CVFFST	$56.00		$56.00
Civil Filing Fee County 44%/100%	CVFFCN	$44.00		$44.00
SCJD Filing Fee Proviso $50 / $25	SCJDPV	$50.00		$50.00
Motion/Order Filing Fee $25	MOTION	$25.00		$25.00

Payments

Payment Date	Receipt Number	Entered By	Transaction Type Code	Payment Amount
09/20/2024	1113448	c26hbellam	PY	$25.00
04/29/2024	1104524	c26hbellam	PY	$150.00

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[Rec. p. 97]

III. CIRCUIT COURT DOCKET ENTRIES

ITEM 9

Return from Magistrate Court, Document 1, 24 pages (filed May 29, 2024).

Carpet King and flooring
532 Broadway St.
Myrtle Beach SC 29577
www.CarpetKingandflooring.com
Email: CarpetKingV@gmail.com

Phone: (843) 934-KING (5464)
Phone: (843) 232-7744
Fax: (843) 273-0217

Carpet King and flooring

Number	1111
Date	10/31/2023

Bill To
Olga Teslenko
100 Fountain Pointe Ln. Unit 103
Myrtle Beach SC 29577
510-388-2780

Ship To

PO Number	Terms	Customer #	Service Rep	Project

	Item	Description	Price/Rate	Tax1	Amount
597.00	LVP	Shaw Prime Plank 0616V-00717 12 Ctns	$2.49	✔	$1,486.53
1.00	Sundries	Shaw LVT 3500 Adhesive	$149.99	✔	$149.99
1.00	Sundries	Matching End Cap - for slider door	$54.99	✔	$54.99
1.00	Labor	Take out and disposal carpet, pad & tack strip / Weave LVT in 2 door ways / LVT glue down installation	$1,511.00		$1,511.00

FILED
HORRY COUNTY
2024 MAY 23 P 4:22
RENEE H. ELVIS
CLERK OF COURT
HORRY COUNTY, SC

Amount Paid	$1,700.00
Amount Due	$1,654.75

Discount	$0.00
Shipping Cost	$0.00
Sub Total	$3,202.51
Sales Tax 9.00% on $1,691.5	$152.24
Total	$3,354.75

Carpet King and flooring
532 Broadway St.
Myrtle Beach SC 29577
www.CarpetKingandflooring.com
Email: CarpetKingV@gmail.com

Phone: (843) 934-KING (5464)
Phone: (843) 232-7744
Fax: (843) 273-0217

Carpet King and flooring

Number	1111
Date	10/31/2023

Bill To

Olga Teslenko
100 Fountain Pointe Ln. Unit 103
Myrtle Beach SC 29577
510-388-2780

Ship To

PO Number	Terms	Customer #	Service Rep	Project

	Item	Description	Price/Rate	Tax1	Amount
600.00	LVP	Shaw Prime Plank 0616V-00717 12 Ctns	$2.49	✔	$1,494.00
1.00	Sundries	Shaw LVT 200 - 026V Adhesive	$149.99	✔	$149.99
1.00	Sundries	Matching End Cap - for slider door	$47.52	✔	$47.52
1.00	Labor	Take out and disposal carpet, pad & tack strip / Weave LVT in 2 door ways / LVT glue down Installation	$1,511.00		$1,511.00
1.00	Labor	Additonal labor- disposal baseboard & 2 transitions	$40.00		$40.00

FILED
HORRY COUNTY
2024 MAY 23 P 4:22
RENEE N. ELVIS
CLERK OF COURT
HORRY COUNTY, SC

Amount Paid	$3,394.75
Amount Due	$0.00

Discount	$0.00
Shipping Cost	$0.00
Sub Total	$3,242.51
Sales Tax 9.00 % on $1,691.5	$152.24
Total	$3,394.75

STATE OF SOUTH CAROLINA

COUNTY OF HORRY

Joe Kocsis
532 Broadway Street
Myrtle Beach, SC 29577

MAGISTRATE SUMMONS

RE: **Olga Teslenko** **Vs** **Carpet King & Flooring**
Joe Kocsis

PLAINTIFF(S) **DEFENDANT(S)**

Civil Case Number: **2023CV261093695.**

Please be advised that the above referenced civil case has been continued and is now scheduled to be heard on **March 27, 2024 at 11:00 AM.** You are hereby summoned to be and appear personally in the:

Myrtle Beach Magistrate Court
1201 21st Avenue North
Myrtle Beach, SC

on March 27, 2024 at 11:00 AM to serve as a party in the Bench trial of this case.

HEREIN FAIL NOT, ON PAIN OF FORFEITING THE LAWFUL PENALTY IN SUCH CASE MADE AND PROVIDED.

FILED
HORRY COUNTY
2024 MAY 23 P 4:22
RENEE N. ELVIS
CLERK OF COURT
HORRY COUNTY, SC

Judge

Myrtle Beach Magistrate Court
1201 21st Avenue North
Myrtle Beach, SC 29577
Phone: (843) 915-5293
Fax: (843) 444-6131

February 7, 2024

MV134

STATE OF SOUTH CAROLINA

COUNTY OF HORRY

Carpet King & Flooring
532 Broadway Street
Myrtle Beach, SC 29577

MAGISTRATE SUMMONS

RE: **Olga Teslenko** **Vs** **Carpet King & Flooring**
Joe Kocsis

PLAINTIFF(S) **DEFENDANT(S)**

Civil Case Number: **2023CV261093695.**

Please be advised that the above referenced civil case has been continued and is now scheduled to be heard on **March 27, 2024 at 11:00 AM.** You are hereby summoned to be and appear personally in the:

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1201 21st Avenue North
Myrtle Beach, SC

on March 27, 2024 at 11:00 AM to serve as a party in the Bench trial of this case.

HEREIN FAIL NOT, ON PAIN OF FORFEITING THE LAWFUL PENALTY IN SUCH CASE MADE AND PROVIDED.

Judge

Myrtle Beach Magistrate Court
1201 21st Avenue North
Myrtle Beach, SC 29577
Phone: (843) 915-5293
Fax: (843) 444-6131

February 7, 2024

FILED
HORRY COUNTY
2024 MAY 23 P 4: 22
RENEE N. ELVIS
CLERK OF COURT
HORRY COUNTY, SC

MV134

STATE OF SOUTH CAROLINA

COUNTY OF HORRY

Olga Teslenko
100 Fountain Pointe Unit 103
Myrtle Beach, SC 29579

MAGISTRATE SUMMONS

RE: **Olga Teslenko** **Vs** **Carpet King & Flooring**
Joe Kocsis

PLAINTIFF(S) **DEFENDANT(S)**

Civil Case Number: **2023CV261093695.**

Please be advised that the above referenced civil case has been continued and is now scheduled to be heard on **March 27, 2024 at 11:00 AM.** You are hereby summoned to be and appear personally in the:

Myrtle Beach Magistrate Court
1201 21st Avenue North
Myrtle Beach, SC

on March 27, 2024 at 11:00 AM to serve as a party in the Bench trial of this case.

HEREIN FAIL NOT, ON PAIN OF FORFEITING THE LAWFUL PENALTY IN SUCH CASE MADE AND PROVIDED.

FILED
HORRY COUNTY
2024 MAY 23 P 4:22
RENEE N. ELVIS
CLERK OF COURT
HORRY COUNTY, SC

Judge

Myrtle Beach Magistrate Court
1201 21st Avenue North
Myrtle Beach, SC 29577
Phone: (843) 915-5293
Fax: (843) 444-6131

February 7, 2024

MV134

2/01/2024

Olga Teslenko
100 Fountain Pointe, Unit 103
Myrtle Beach, SC 29579
(510) 388-2780

MYRTLE BEACH
MAGISTRATE'S OFFICE
FILED
HORRY COUNTY
2024 FEB -5 PM 2:25
DISTRICT #6
2024 MAY 23 PM 4:22
RENEE N. ELVIS
CLERK OF COURT
HORRY COUNTY, S.C.

Honorable Judge Christopher J. Arakas
Myrtle Beach Magistrate Court
1201 21st Avenue North
Myrtle Beach, SC 29577

RE: Request for Postponement, Case No.: 2023CV261093695,
Olga Teslenko Vs. Carpet King & Flooring, Joe Kocsis.

Dear Honorable Judge Arakas,

My name is Olga Teslenko, and I am writing this letter to respectfully request a postponement of my civil court date scheduled for February 19, 2024 at 9:00 AM. As a resident of Myrtle Beach, I have filed a legal complaint regarding an improper flooring installation by Joe Kocsis of Carpet King & Flooring. Since the filing of the complaint, my blood work (enclosed) showed latent anemia, which explains why I felt so ill and haven't been able to properly prepare to present this case. This is the second time I develop latent anemia, which necessitates that several tests be conducted urgently. Because of this illness and my lack of experience, I have only recently discovered that I must follow a formal Right to Cure procedure, and I am still trying to find an attorney who would agree to write the appropriate Right To Cure letter on my behalf. I, however, am committed to participating fully in this legal proceeding. And I understand the importance of adhering to the court's schedule. I hope that a postponement of a month will allow me the necessary time to address all of my circumstances and ensure my active participation in the

court process.

I respectfully request that you consider this matter and grant me a postponement of the court date for a month. As an additional note, my neurological disability (enclosed) makes it very difficult to speak early in the morning. I would therefore very much appreciate it if you could set my court time as late in the day as your court allows. For instance, the chances I speak clearly at 11 AM are much higher than at 9 AM.

Please let me know your decision. I thank you very much for your time and consideration, and any guidance you may provide.

Sincerely,
Olga Teslenko



2/01/2024

Enclosed:
Kaiser Permanente Disability Letter,
2024 Lab results

FILED
HORRY COUNTY
2024 MAY 23 P 4:22
RENEE N. ELVIS
CLERK OF COURT
HORRY COUNTY, SC

The Permanente Medical Group, Inc.
NEUROLOGY
3701 Broadway
Oakland, CA 94611-5613
Dept: 510-752-6509

July 14, 2010

Ola Teslenko
4057 Birchgrove Way
Sacramento, CA 95826

Ms. Teslenko,

I first saw you in April 2010 for lifelong progressively worsening symptoms of poor coordination and slurred speech. There is also a history of this in your father. Your MRI shows cerebellar degeneration. Laboratory testing was negative.

You are diagnosed with cerebellar degeneration - inherited type. The exact genotype is unknown. Many of the genetic forms of cerebellar degeneration do not yet have genetic tests available for them yet.

Unfortunately, your condition results in slurred speech, unsteady gait, poor arm and hand coordination, and visual difficulties, which as you have discovered, are often misinterpreted by laypeople and law enforcement officers as signs of intoxication. You should carry this letter of explanation with you in order to try to minimize any misunderstanding in those situations.

Sincerely,

FRANK ARTHUR DUSTIN MD
Department of Neurology

FILED
HORRY COUNTY
2024 MAY 23 P 4:22
RENEE N. ELVIS
CLERK OF COURT
HORRY COUNTY, SC

health portal

TESLENKO, OLGA, F, 01/12/1973

☐ 510-388-2780

410711GS3 GRAND STRAND PRIMARY CARE INT MED

920 DOUG WHITE DR STE 250, MYRTLE BEACH, SC 295724120

☐ 843-236-1950

FINAL RESULT

Accession ID: L15693572 Lab Ref ID: L15693572

Order Date: 01/11/2024 Received: 01/11/2024 17:20:06

Collection Date: 01/11/2024 15:18:00

Receiving Physician:NAZ, ARIBA Ordering Physician: NAZ, ARIBA

FERRITIN(GSMC-FER)

	NAME	VALUE	REFERENCE RANGE	LAB
F	FERRITIN	7.1 L	8.0-252.0 (NG/ML)	GS

PERFORMING LAB: GS, GRAND STRAND MAIN LAB#39731615
809 82ND PKWY
MYRTLE BEACH
SC 29582

Result: Accession ID: L15693572

Notes:

FILED
HORRY COUNTY
2024 MAY 23 P 4:23
RENEE N. ELVIS
CLERK OF COURT
HORRY COUNTY, SC

ealth portal

ESLENKO, OLGA, F, 01/12/1973

510-388-2780

410711GS3 GRAND STRAND PRIMARY CARE INT ME

920 DOUG WHITE DR STE 250, MYRTLE BEACH, SC 2957241

843-236-19

FINAL RESULT

Accession ID: L15693570 Lab Ref ID: L15693570

Order Date: 01/11/2024 Received: 01/11/2024 16:13:07

Collection Date: 01/11/2024 15:18:00

Receiving Physician:NAZ, ARIBA Ordering Physician: NAZ, ARIBA

BC W/AUTO DIFFERENTIAL(GSMC-CBC)

NAME	VALUE	REFERENCE RANGE	LAB
WHITE BLOOD CELL	7.9	3.7-10.1 (K/mm3)	GS
RED BLOOD CELL	4.43	3.78-5.10 (M/mm3)	GS
HEMOGLOBIN	12.9	11.6-15.4 (gm/dl)	GS
HEMATOCRIT	38.8	34.9-44.1 (%)	GS
MEAN CELL VOLUME	87.6	79.2-97.2 (fL)	GS
MEAN CELL HGB	29.2	26.9-33.7 (pg)	GS
MEAN CELL HGB CONCENTRATION	33.3	33.3-35.3 (g/dl)	GS
RED CELL DISTRIBUTION WIDTH	14.0	11.2-14.4 (%)	GS
PLATELET COUNT	316	156-352 (K/mm3)	GS
GRANULOCYTE %	62.8	40.0-74.8 (%)	GS
LYMPHOCYTE %	27.1	17.0-48.8 (%)	GS
MONOCYTE %	8.9	4.6-11.8 (%)	GS
EOSINOPHIL %	0.6	0.0-5.5 (%)	GS
BASOPHIL %	0.6	0.0-1.1 (%)	GS
GRANULOCYTE #	5.0	1.4-6.5 (K/mm3)	GS
LYMPHOCYTE #	2.1	1.2-3.4 (k/mm3)	GS
MONOCYTE #	0.7 H	0.1-0.6 (K/mm3)	GS
EOSINOPHIL #	0.0	0.0-0.7 (K/mm3)	GS
BASOPHIL #	0.1	0.0-0.2 (K/mm3)	GS

FILED
HORRY COUNTY
2024 MAY 28 4:23
RENEE N. ELLIS
CLERK OF COURT
HORRY COUNTY, SC

ERFORMING LAB: GS, GRAND STRAND MAIN LAB#39731615

09 82ND PKWY

YRTLE BEACH

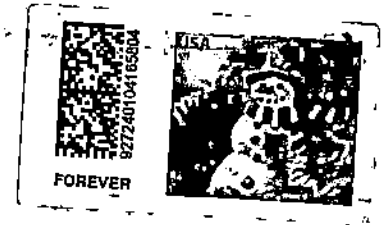
C 29582

esult: Accession ID: L15693570

otes:

O. Teslenko
Unit 103
100 Fountain Pointe Ln
Myrtle Beach, SC 29579-7421

COLUMBIA SC 290
3 FEB 2024 PM 4 L



FILED
HORRY COUNTY
2024 MAY 23 P 4:27
RENEE N. ELVIS
CLERK OF COURT
HORRY COUNTY, SC

Honorable Judge Arakas
Myrtle Beach Magistrate Court
1201 21st Ave North
Myrtle Beach SC 29577

29577-743002

[Rec. p. 110]

STATE OF SOUTH CAROLINA

COUNTY OF HORRY

Olga Teslenko
100 Fountain Pointe Unit 103
Myrtle Beach, SC 29579

FILED
HORRY COUNTY
2024 MAY 23 P 4:23
RENEE N. ELVIS
CLERK OF COURT
HORRY COUNTY, SC

MAGISTRATE SUMMONS

You are hereby summoned to be and appear personally in the

Myrtle Beach Magistrate Court
1201 21st Avenue North
Myrtle Beach, SC

on **February 19, 2024** at **9:00 AM** to serve as a party in a Bench Trial in the case of:

RE: **Olga Teslenko** **Vs** **Carpet King & Flooring**
Joe Kocsis

PLAINTIFF(S) **DEFENDANT(S)**

Civil Case Number: **2023CV261093695, Summons & Complaint.**

HEREIN FAIL NOT, ON PAIN OF FORFEITING THE LAWFUL PENALTY IN SUCH CASE MADE AND PROVIDED.

JUDGE

Myrtle Beach Magistrate Court
1201 21st Avenue North
Myrtle Beach, SC 29577
Phone: (843) 915-5293
Fax: (843) 444-6131

January 24, 2024

Rescheduled

MV42

STATE OF SOUTH CAROLINA

COUNTY OF HORRY

Carpet King & Flooring
532 Broadway Street
Myrtle Beach, SC 29577

MAGISTRATE SUMMONS

You are hereby summoned to be and appear personally in the

Myrtle Beach Magistrate Court
1201 21st Avenue North
Myrtle Beach, SC

on **February 19, 2024** at **9:00 AM** to serve as a party in a Bench Trial in the case of:

RE: Olga Teslenko **Vs** **Carpet King & Flooring**
Joe Kocsis

PLAINTIFF(S) **DEFENDANT(S)**

FILED
HORRY COUNTY
2023 MAY 23 P 4:23
RENEE N. ELVIS
CLERK OF COURT
HORRY COUNTY, SC

Civil Case Number: **2023CV261093695, Summons & Complaint.**

HEREIN FAIL NOT, ON PAIN OF FORFEITING THE LAWFUL PENALTY IN SUCH CASE MADE AND PROVIDED.

JUDGE

Myrtle Beach Magistrate Court
1201 21st Avenue North
Myrtle Beach, SC 29577
Phone: (843) 915-5293
Fax: (843) 444-6131

January 24, 2024

MV42

STATE OF SOUTH CAROLINA

COUNTY OF HORRY

Joe Kocsis
532 Broadway Street
Myrtle Beach, SC 29577

MAGISTRATE SUMMONS

You are hereby summoned to be and appear personally in the

Myrtle Beach Magistrate Court
1201 21st Avenue North
Myrtle Beach, SC

on **February 19, 2024** at **9:00 AM** to serve as a party in a Bench Trial in the case of:

RE: Olga Teslenko **Vs** **Carpet King & Flooring**
Joe Kocsis

PLAINTIFF(S) **DEFENDANT(S)**

FILED
HORRY COUNTY
2024 JAN 23 P 4:23
RENEE N. ELVIS
CLERK OF COURT
HORRY COUNTY, SC

Civil Case Number: **2023CV261093695, Summons & Complaint.**

HEREIN FAIL NOT, ON PAIN OF FORFEITING THE LAWFUL PENALTY IN SUCH CASE MADE AND PROVIDED.

JUDGE

Myrtle Beach Magistrate Court
1201 21st Avenue North
Myrtle Beach, SC 29577
Phone: (843) 915-5293
Fax: (843) 444-6131

January 24, 2024

MV42

MYRTLE BEACH
MAGISTRATE'S OFFICE

2023 DEC 21 PM 12: 16

DISTRICT #6

To the Magistrates office of Horry County,

I, Joey Kocsis, did an estimate for Miss Teslenko for glue down LVP. Miss Teslenko contacted Carpet King and flooring and explained to me that she has Shaw (product) installed in her foyer, hall, kitchen and Master bath. She said she wanted to extend this product into her Living room and Master bedroom. I made an appointment on 10/31/23 to measure to measure her home for the product. While I was there Miss Teslenko informed me that she will install her own baseboard and did not want quarter round. I explained to Miss Teslenko that quarter round is needed to hide any gaps and any imperfections between the base and the floor. Her and I both looked where the quarter round was installed on her existing floors. She still insisted (SHE DID NOT want us to install quarter round). I explained to Miss Teslenko that we get a 50% deposit and the balance upon completion. The material has a 15 year residential warranty and her labor is warranted for 1 year from completion date.

FILED
HORRY COUNTY
2024 MAY 23 P 2
RENEE N. ELVIS
CLERK OF COURT
HORRY COUNTY, SC

On 11/2/2023 Miss Teslenko paid a 50% deposit of $1700.00 (check). I ordered her materials and scheduled her installation for 11/9/2023. Upon completion Miss Teslenko paid her balance, check of another $1700.00 and said she loved her new flooring. She also requested for us to come back because she had more flooring projects she wanted done in her home. A few days later Miss Teslenko contacted me and said there were a couple of concerns about the flooring, so I made an appointment to go inspect the installation. When I entered the Livingroom I noticed that Miss Teslenko pulled up many planks, maybe 7-10, and said she did not think we used enough adhesive because there was some adhesive left in the bucket. This was a 4 gallon Shaw 200 adhesive. This size was a cheaper deal than buying by the gallon. I then explained to her about the spread rate. This adhesive will get 240 square feet per gallon. If half the bucket was used, according to

To the Magistrates office of Horry County,

I, Joey Kocsis, did an estimate for Miss Teslenko for glue down LVP. Miss Teslenko contacted Carpet King and flooring and explained to me that she has Shaw (product) installed in her foyer, hall, kitchen and Master bath. She said she wanted to extend this product into her Living room and Master bedroom. I made an appointment on 10/31/23 to measure to measure her home for the product. While I was there Miss Teslenko informed me that she will install her own baseboard and did not want quarter round. I explained to Miss Teslenko that quarter round is needed to hide any gaps and any imperfections between the base and the floor. Her and I both looked where the quarter round was installed on her existing floors. She still insisted (SHE DID NOT want us to install quarter round). I explained to Miss Teslenko that we get a 50% deposit and the balance upon completion. The material has a 15 year residential warranty and her labor is warranted for 1 year from completion date.

FILED
HORRY COUNTY
2024 MAY 23 PM 2:
KRISTEE N. SWILLEY
CLERK OF COURT
HORRY COUNTY, SC

On 11/2/2023 Miss Teslenko paid a 50% deposit of $1700.00 (check). I ordered her materials and scheduled her installation for 11/9/2023. Upon completion Miss Teslenko paid her balance, check of another $1700.00 and said she loved her new flooring. She also requested for us to come back because she had more flooring projects she wanted done in her home. A few days later Miss Teslenko contacted me and said there were a couple of concerns about the flooring, so I made an appointment to go inspect the installation. When I entered the Livingroom I noticed that Miss Teslenko pulled up many planks, maybe 7-10, and said she did not think we used enough adhesive because there was some adhesive left in the bucket. This was a 4 gallon Shaw 200 adhesive. This size was a cheaper deal than buying by the gallon. I then explained to her about the spread rate. This adhesive will get 240 square feet per gallon. If half the bucket was used, according to

Miss Teslenko, then this should be correct. I had my father, the owner, contact Miss Teslenko. He called her to try to schedule an appointment to inspect the installation to rectify any issues and she refused to have him go to her home and inspect the install. He then told her we can't resolve any issues if she wont allow us to.

I declare that the above statements are true and accurate to the best of my knowledge.

Respectfully,

Joey Kocsis



Carpet King and flooring

532 Broadway St.

Myrtle Beach SC 29577

843-934-5464

843-232-7744

MYRTLE BEACH
MAGISTRATE'S OFFICE
2023 DEC 21 PM 12: 16
DISTRICT #6

FILED
HORRY COUNTY
2023 DEC 23 P 4: 23
CLERK OF COURT
HORRY COUNTY, SC

STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY)
)
)
)

2023CV261093695
CIVIL CASE NUMBER

IN THE MAGISTRATE'S COURT

SUMMONS

FILED
HORRY COUNTY
2023 NOV 27 P 4:23
RENEE N. ELVIS
CLERK OF COURT
HORRY COUNTY, SC

Olga Teslenko
100 Fountain Pointe Unit 103
Myrtle Beach, SC 29579
(510) 388-2780
PLAINTIFF(S)

Vs

Carpet King & Flooring
532 Broadway Street
Myrtle Beach, SC 29577

Joe Kocsis
532 Broadway Street
Myrtle Beach, SC 29577
DEFENDANT(S)

TO THE DEFENDANT(S) NAMED ABOVE:

YOU ARE SUMMONED and required to answer the allegations of the attached complaint and present any appropriate counterclaims/crossclaims to the attached Complaint within THIRTY days from the first day after receipt of this summons. Your Answer must be received by the:

Myrtle Beach Magistrate Court
1201 21st Avenue North
Myrtle Beach, SC 29577
Phone: (843) 915-5293
Fax: (843) 444-6131

If you fail to answer within the prescribed time, a judgment by default may be rendered against you for the amount or other remedy requested in the attached complaint, plus interest and costs. **If you desire a jury trial, you must request one in writing at least five (5) working days prior to the date set for trial.** If no jury trial is timely requested, the matter will be heard and decided by the Judge.

Given under my hand:

JUDGE

READ ATTACHED INSTRUCTIONS CAREFULLY

November 27, 2023

MV38 SCCA/700 (Amended 12/2015)

Per 1

STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY)
)
)

2023 NOV 28 PM 2:01
HORRY COUNTY
SHERIFF'S OFFICE

2023CV261093695
CIVIL CASE NUMBER

IN THE MAGISTRATE'S COURT

AFFIDAVIT OF SERVICE
SUMMONS & COMPLAINT

FILED
HORRY COUNTY
2024 MAY 23 P 4:23
RENEE N. ELVIS
CLERK OF COURT
HORRY COUNTY, SC

Olga Teslenko
100 Fountain Pointe Unit 103
Myrtle Beach, SC 29579
(510) 388-2780

PLAINTIFF(S)

Vs

Carpet King & Flooring	**Joe Kocsis**
532 Broadway Street	**532 Broadway Street**
Myrtle Beach, SC 29577	**Myrtle Beach, SC 29577**

DEFENDANT(S)

PERSONALLY APPEARED BEFORE ME DFC. Steve Perlstein #177

WHO, BEING DULY SWORN, SAYS THAT, ON THE 4th DAY OF December

20 23, S/HE SERVED Carpet King & Flooring C/O Joey Kocsis

THE DEFENDANT/PLAINTIFF/WITNESS ABOVE NAMED, BY DELIVERING COPIES THEREOF TO

Carpet King & Flooring PERSONALLY AND LEAVING THE SAME

WITH Joey Kocsis

AT 532 Broadway St, Myrtle Beach, SC 29577

, THE PLACE OF RESIDENCE/WORK/OTHER OF SAID

DEFENDANT/PLAINTIFF/WITNESS AND THAT THE DEPONENT IS NOT A PARTY TO THIS ACTION.

☐ **UNABLE TO LOCATE AND SERVE THE ABOVE PROCESS ON THE DEFENDANT AFTER DILIGENT EFFORTS TO DO SO. THE PROCESS IS RETURNED UNEXECUTED.**

Deputy Sheriff/Constable/Process Server

12/4/23 @ 1057hrs
DATE

DFC. Steve Perlstein #177

Return to:

Myrtle Beach Magistrate Court
1201 21st Avenue North
Myrtle Beach, SC 29577
Phone: (843) 915-5293 Fax: (843) 444-6131

MV 2665

Per 1

STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY)
)

2023 NOV 28 PM 2:01
HORRY COUNTY
SHERIFF'S OFFICE

2023CV261093695
CIVIL CASE NUMBER

IN THE MAGISTRATE'S COURT

AFFIDAVIT OF SERVICE
SUMMONS & COMPLAINT

Olga Teslenko
100 Fountain Pointe Unit 103
Myrtle Beach, SC 29579
(510) 388-2780

PLAINTIFF(S)

Vs

Carpet King & Flooring	**Joe Kocsis**
532 Broadway Street	**532 Broadway Street**
Myrtle Beach, SC 29577	**Myrtle Beach, SC 29577**

DEFENDANT(S)

FILED
HORRY COUNTY
2024 MAY 23 P 1:23
RENEE N. ELVIS
CLERK OF COURT
HORRY COUNTY, SC

PERSONALLY APPEARED BEFORE ME DFC. Steve Perlstein #177

WHO, BEING DULY SWORN, SAYS THAT, ON THE 4th DAY OF December

20 23, S/HE SERVED Joey Kocsis (Carpet King's Flooring)

THE DEFENDANT/PLAINTIFF/WITNESS ABOVE NAMED, BY DELIVERING COPIES THEREOF TO

Joey Kocsis PERSONALLY AND LEAVING THE SAME

WITH _____

AT 532 Broadway St, Myrtle Beach, SC 29577

_____, THE PLACE OF RESIDENCE/WORK/OTHER OF SAID

DEFENDANT/PLAINTIFF/WITNESS AND THAT THE DEPONENT IS NOT A PARTY TO THIS ACTION.

☐ **UNABLE TO LOCATE AND SERVE THE ABOVE PROCESS ON THE DEFENDANT AFTER DILIGENT EFFORTS TO DO SO. THE PROCESS IS RETURNED UNEXECUTED.**

_____ 12/4/23 @ 1057hrs

Deputy Sheriff/~~Constable/Process~~ Server DFC. Steve Perlstein #177 DATE

Return to:

Myrtle Beach Magistrate Court
1201 21st Avenue North
Myrtle Beach, SC 29577
Phone: (843) 915-5293 Fax: (843) 444-6131

MV 2665

STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY)
)
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)

2023CV261093695
CIVIL CASE NUMBER

IN THE MAGISTRATE'S COURT

SUMMONS

Olga Teslenko
100 Fountain Pointe Unit 103
Myrtle Beach, SC 29579
(510) 388-2780
PLAINTIFF(S)

Vs

Carpet King & Flooring
532 Broadway Street
Myrtle Beach, SC 29577

Joe Kocsis
532 Broadway Street
Myrtle Beach, SC 29577

DEFENDANT(S)

FILED
HORRY COUNTY
2024 MAY 23 P 4 23
RENEE N. ELVIS
CLERK OF COURT
HORRY COUNTY, SC

TO THE DEFENDANT(S) NAMED ABOVE:

YOU ARE SUMMONED and required to answer the allegations of the attached complaint and present any appropriate counterclaims/crossclaims to the attached Complaint within THIRTY days from the first day after receipt of this summons. Your Answer must be received by the:

Myrtle Beach Magistrate Court
1201 21st Avenue North
Myrtle Beach, SC 29577
Phone: (843) 915-5293
Fax: (843) 444-6131

If you fail to answer within the prescribed time, a judgment by default may be rendered against you for the amount or other remedy requested in the attached complaint, plus interest and costs. **If you desire a jury trial, you must request one in writing at least five (5) working days prior to the date set for trial.** If no jury trial is timely requested, the matter will be heard and decided by the Judge.

Given under my hand:

JUDGE

READ ATTACHED INSTRUCTIONS CAREFULLY

November 27, 2023

MV38 SCCA/700 (Amended 12/2015)

2023CV2610988695
CIVIL CASE NUMBER

STATE OF SOUTH CAROLINA)
COUNTY OF Horry)

IN THE MAGISTRATE'S COURT

Olga Teslenko)
PLAINTIFF)
100 Fountain Pointe Ln)
STREET ADDRESS)
unit 103, MB SC 29579)
CITY, STATE ZIP)
(510) 386-2780)
TELEPHONE)

VS.

Joe Kocsis & Carpet King)
DEFENDANT(S))
532 Broadway St)
STREET ADDRESS)
MB, SC 29577)
CITY, STATE ZIP)
(843) 934-5464)
TELEPHONE)

COMPLAINT

FILED
HORRY COUNTY
2024 MAY 23 P 4:23
RENEE N. ELVIS
CLERK OF COURT
HORRY COUNTY, SC

I, Olga Teslenko, the plaintiff in this civil action do make the following claims:

1. I believe the defendant, Joe Kocsis, is a resident of Horry County, and resides at 532 Broadway St MB which is within Judge _____'s magisterial jurisdiction or this Complaint is properly filed in Horry County.

2. I make this complaint on the following:

MR. KOCSIS misrepresented his expertise to install glue-down LVP flooring but VIOLATED industry standards, due to which the flooring peeled off within days

(Attached supplement if necessary.)

3. I believe, because of the above information, that I am entitled to and do request a judgment for $3394.75 and/or other relief as below requested:

_____

_____

including any costs resulting in this action.

I state under penalty of perjury that the above is correct and truthful, except those based on my information and belief.

Dated: 11/22/2023

Signature of Plaintiff (or his attorney)

SCCA/701 (Amended 05/08)

2023CV2610993695
CIVIL CASE NUMBER

STATE OF SOUTH CAROLINA)
COUNTY OF Horry)
Olga Teslenko)
PLAINTIFF(S))
VS.)
Joe Kocsis)
Carpet King & Flooring DEFENDANT(S))

IN THE MAGISTRATE'S COURT

AFFIDAVIT AND ITEMIZATION OF ACCOUNTS

FILED
HORRY COUNTY
2023 MAY 23 P 4:43
JEANNEE N. ELVIS
CLERK OF COURT
HORRY COUNTY, S.C.

Plaintiff, Olga Teslenko, personally appearing before me, who, being duly sworn, states that he is the plaintiff in this action, and that the itemization of accounts which follows is true and correct.

He further states that no part of the sum included in the itemization below has been paid or satisfied in any fashion, and is today due and owed to him.

ITEMIZATION OF ACCOUNTS

Invoice # 1111 (for Estimate # E176)	$ 3394.75
	$
	$
	$
	$
TOTAL	$ 3394.75

(Copies of bills, papers or other proof of any of the above accounts should be attached to this document.)

RECEIVED NOV 22 2023

Sworn to and Subscribed before me this 22 day of November, 2023

Magistrate or Notary Public for South Carolina

My Commission expires 6/1/31

PLAINTIFF (or his attorney)

SCCA/716 (Amended 05/2008)

HORRY COUNTY
MYRTLE BEACH SUMMARY COURT

CASE INFORMATION SHEET

CIVIL LAWSUIT

DATE FILED: 11/22/2023

PLAINTIFF (YOU)

NAME/ADDRESS: Olga Teslenko
100 Fountain Pointe
Unit 103
Myrtle Beach SC 29579

HOME PHONE: (510) 388 2780
EMPLOYER: disabled
FAX#
WORK PHONE:
CELL PHONE: same

ATTORNEY: self

FILED
HORRY COUNTY
2024 MAY 23 P 4:23
RENEE N. ELVIS
CLERK OF COURT
HORRY COUNTY, SC

DEFENDANT (THEM)

NAME/ADDRESS Joe Kocsis
Carpet King & Flooring
532 Broadway St
Myrtle Beach, SC 29577

HOME PHONE:
EMPLOYER:
FAX #
WORK PHONE:
CELL PHONE: (843) 934-5464

ATTORNEY:

Amount of Suit: $ 3894.75
(Maximum $7500)

***** RETURN THIS AND ALL ATTACHED FORMS TO THE CIVIL CLERK*****

SWS Company & Personally

Myrtle Beach Magistrate
1201 21st Avenue North
Myrtle Beach, SC 29577
843-915-5293

ITEM 10

Return from Magistrate Court, Document 2, 55 pages (filed May 29, 2024).



Tony Jones Flooring Inspections
142 Benjamin Home Ln.
Richlands, NC 28574
Phone: (910) 340-5898
Email: tony_jones04@yahoo.com

Date: 01/29/2024

Manufacturer: SHAW INDUSTRIES INC.

Dealer: _____ **Phone #:** _____

Consumer: OLGA TESLENKO **Phone #:** (510) 388-2780

Address: 100 FOUNTAIN POINTE LANE, UNIT 103

City: MYRTLE BEACH **State:** S.C. **Zip:** 29579

Claim #: 012924 **Install Date:** 11/09/2023

Type: Style #: PRIME PLANK LVP Color #: 00717

Face Content: _____ **Yards Installed:** 525 SQ. FT.

Facility: RESIDENTIAL HOME

Method: DIRECT GLUE DOWN

Heat/Air Type: CENTRAL FORCED AIR

No. of Adults: ONE **No. of Children:** NONE

Complaint: PEELING PLANKS, BUBBLES, AND LIFTING

FILED
HORRY COUNTY
2024 MAY 21 P 4:19
RENEE M. ELVIS
CLERK OF COURT
HORRY COUNTY, S.C.

This Prime Plank flooring was installed on November 8th, 2023, in a residential home with a concrete slab foundation. The product under inspection is a glue down 7" x 48" x 2mm luxury vinyl plank color: tattered bamboard. The installation took place in the family room, master bedroom, and two closets of this residence, which is in Myrtle Beach, South Carolina. Ms. Teslenko was present during this inspection on Friday morning at 10:30a.m., February 2nd, 2024.

The customer is concerned that the industry guidelines were not followed and now the planks are peeling, bubbling, and lifting off the substrate. The porous and cracked concrete sub floor has absorbed the glue and the subfloor was not properly prepared for the luxury vinyl tile (picture 1, 2, & 3). The full length of the install was thirty-two feet and three inches, and the planks installed in this area were lifting and peeling up (picture 4, 5, & 6). A non-invasive Floor Dot meter found excessively high moisture above 15% (picture 7). The air temperature was 65.3F with 42.7% humidity (picture 8). The floor temperature was 62.2F in the shaded areas of the living room (picture 9). The air temperature was 64.9F with 43% humidity in another section of the room (picture 10). A non-invasive Wagner meter found excessive moisture of 15.4% in the family room (picture 11). The floor temperature was 62.9F in the direct light of the bedroom (picture 12). The edges are continuously lifting throughout the installed areas and creating a severe tripping hazard (picture 13,14,15, &16). The butt end joints are gapped 1/16" in the family room and master bedroom (picture 17,18, &19). The sub floor has depressions, dips, and valleys over 3/16" in a 6' radius (picture 20 & 21). The installed planks did not have glue transfer on the back (picture 22). The non-invasive Wagner meter found excessive moisture of 16.7% in the front corner of the family room (picture 23). Pictures indicate the major floor deviations and dips over 5/16" on the perimeter that needed to be corrected prior to the install (picture 24, 25, 26, 27, 28, & 29). The previously installed vinyl planks in the foyer were glued down using a 1/16" x 1/16" trowel and these planks are not pulling or lifting (picture 30). The recently installed planks in the family room were glued down with a 1/32" x 1/32" trowel (picture 31) and the master bedroom planks were glued down with a 1/16" x 1/16" trowel (picture 41). The substrate was not smooth, clean, and free from all foreign materials such as dust, old adhesive, etc. (picture 32 & 33). The trowel or glue did not appear

pressed or smudged which would indicate that the products were not rolled with a 75-100lbs roller to create transfer (picture 34, 35, & 36). The box label indicates this is item: V061600717 – VE180 (picture 37). All the perimeter tackstrip holes, cracks, and deviations were not appropriately patched, prepared, or primed (picture 38, 39, 40, and 41). All the problems at this jobsite indicate a failure to comply to the installation guidelines as required by the manufacturer (picture 42, 43, 44). The water drop test indicates this is a porous substrate (picture 45).

CONCLUSION:

No manufacturer related problems were found at the time of inspection. All the problems inspected are jobsite and installation related issues. The retailer/installers did not follow the required protocol and guidelines set forth by the manufactures. The following procedures were not followed:

All substrates to receive moisture sensitive floor must be tested for moisture. All concrete substrates should be tested for IRH (Internal Relative Humidity). If the IRH is too high this can lead to mold, mildew, and other environmental issues. If the IRH is excessive then the concrete substrate should be sealed with an epoxy sealer.

All substrates shall be smooth, structurally sound, permanently dry, clean, and free of all foreign material such as old adhesive residue, etc. As seen in the previous pictures the substrate was not clean.

All concrete floors shall be flat and smooth within 1/8" in 6 feet. The use of cementitious patching and leveling compounds is required to fill in low depressions, dips, and cracks. All high spots shall be grinded down.

Perform bond testing to determine compatibility of adhesive to the substrate. Set a minimum of three planks in the adhesive overnight. If the planks are stuck, or the plank has adhesive transfer onto the back this indicates a good bond.

Porosity – water drop test will help determine porosity of the concrete. Knowing the porosity of the substrate will determine the how much glue and what size trowel to use. It is the flooring installer's responsibility to make sure these tests have been conducted, and that the results are acceptable prior to installing the floor covering. Flooring material and adhesive must be acclimated to the installation area for a minimum of 48 hours prior to installation. Vinyl tile and plank to be installed over a porous substrate require a 1/16" x 1/16" x 1/16" sq. notch trowel. After the installation of floor covering, roll floor covering with a 75-100lbs. roller.

CCIA Member: Troy L Jones

Inspection Agency: F.C.I.T.S.

FILED
HORRY COUNTY
2024 MAY 23 P 4:19
RENEE N. ELVIS
CLERK OF COURT
HORRY COUNTY, SC

Tony Jones
Tony Jones Floor Inspections
Provides: Residential Services
FCITS Expiration: July 2024

142 Benjamin Horne Lane, Richlands, NC 28574

Tony_Jones04@yahoo.com (mailto:Tony_Jones04@yahoo.com)
Primary Telephone: (910) 340-5898
Alternate Telephone: (910) 340-5898
Fax Number: (910) 324-2665

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HORRY COUNTY
2024 MAY 23 P 4:19
RENEE N. ELVIS
CLERK OF COURT
HORRY COUNTY, SC

Certifications

FCITS Carpet Inspector

FCITS Hard Surface Inspector

Floor Types
Bamboo
Carpet
Carpet Tile
Ceramic and Stone
Cork
Hardwood
Laminate
Linoleum
Luxury Vinyl Tile and Plank
VCT
Vinyl
Wool

Service Types
Carpet Cleaning
Concrete and Vapors Emissions Testing
Concrete Moisture Testing
Inspection
Pile Grafting
Reburling
Side Match Correction
Steaming

Tony Jones
Tony Jones Floor Inspections
Provides: Residential Services
FCITS Expiration: July 2024

142 Benjamin Horne Lane, Richlands, NC 28574

Tony_Jones04@yahoo.com (mailto:Tony_Jones04@yahoo.com)
Primary Telephone: (910) 340-5898
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Fax Number: (910) 324-2665

FILED
HORRY COUNTY
2024 MAY 23 P 4:19
RENEE N. ELVIS
CLERK OF COURT
HORRY COUNTY, SC

Certifications

FCITS Carpet Inspector

FCITS Hard Surface Inspector

Floor Types
Bamboo
Carpet
Carpet Tile
Ceramic and Stone
Cork
Hardwood
Laminate
Linoleum
Luxury Vinyl Tile and Plank
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Vinyl
Wool

Service Types
Carpet Cleaning
Concrete and Vapors Emissions Testing
Concrete Moisture Testing
Inspection
Pile Grafting
Reburling
Side Match Correction
Steaming

Gmail Osen Ochen <osenochen@gmail.com>

Carpet King and flooring

2 messages

Carpet King and flooring <carpetkingv@gmail.com> Fri, Nov 17, 2023 at 2:36 PM
To: Osen Ochen <osenochen@gmail.com>

Hi Olga,
Attached is a copy of our installation warranty I spoke to you about. I am trying to be helpful. This should have been attached when I sent over your paid invoice, I apologize about that. You have your invoice showing as paid. If you would like, I can share the specifics for the Shaw 200 adhesive we used on your concrete subfloor. I do recommend you speak to the owner of the company. We are trying to work with you and help you in any way we can so you can install your own baseboards. The transition at the slider door did not get installed, I can take care of that as of now.
Respectfully,
Joey Kocsis

INSTALLWARRANTY.pdf
238K

FILED
HORRY COUNTY
2024 MAY 23 P
RENEE N. ELVIS
CLERK OF COURT
HORRY COUNTY, S

Osen Ochen <osenochen@gmail.com> Mon, Nov 20, 2023 at 2:18 PM
To: Carpet King and flooring <carpetkingv@gmail.com>

Hi Joe,

I appreciate your attempt to be helpful but my decision remains the same, I am not willing to give you any second chances. You have presented yourself as the owner of Carpet King and Flooring, and you have charged me $3400 for a job which within a week appeared to not have been installed at all. At this point today, I, a disabled woman with a neurological disability which makes moving around very difficult, have simply pulled up all the planks in my family room by hand. I have attached just a few photos. Everything proves you have violated many established industry guidelines for installing glue-down vinyl plank flooring. And you still fail to see what you have done incorrectly. You even tried to claim that this is normal and an "easy fix". You also tried to claim it's the adhesive's fault. Which establishes therefore that you and your installer lack the expertise, and that you have misrepresented your expertise to me to get my money. Since you have not installed your contract but charged me and taken my money, I will file a claim against you this week.

Olga Teslenko

[Quoted text hidden]

6 attachments



familly room 1.jpg
2234K



family room 2.jpg
3542K



family room 3.jpg
2550K

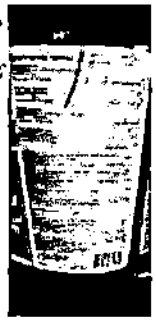


family room 4.jpg
2189K



leveling 4.jpg
3224K

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2024 MAY 23 P 4:19
RENEE N. ELVIS
CLERK OF COURT
HORRY COUNTY, SC



SHAW 200 Guidelines.PNG
4844K

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2024 MAY 23 P 4:19
RENEE N. ELVIS
CLERK OF COURT
HORRY COUNTY, SC

Gmail

Osen Ochen <osenochen@gmail.com>

Carpet King and flooring

5 messages

Carpet King and flooring <carpetkingv@gmail.com> Wed, Nov 1, 2023 at 2:29 PM
To: "osenochen@gmail.com" <osenochen@gmail.com>

Hi Olga,
Attached below is your quote for LVP and installation. Please let me know if you have any questions. You can reach out to A&I Restoration and ask for Chris. He can help remediate your mold issue. It was a pleasure to finally meet you.
Respectfully,
Joey Kocsis

Chris with A&I Restoration 843-448-8485

176-OT.pdf
363K

Osen Ochen <osenochen@gmail.com> Mon, Nov 6, 2023 at 2:35 PM
To: Carpet King and flooring <carpetkingv@gmail.com>

Hi Joe, if you get a chance, what is Chriss' last name? I called A&I but they don't know which Chriss I need to talk to.

Ola
[Quoted text hidden]

Carpet King and flooring <carpetkingv@gmail.com> Wed, Nov 8, 2023 at 5:04 PM
To: Osen Ochen <osenochen@gmail.com>

Hi Olga,
I did not make it back to the office this afternoon. We are all set for tomorrow morning. We will arrive around 830 to start the tear out. My helpers will be there with the flooring around 930-10 o'clock. If there are any issues please email me. I can respond via email. Have a wonderful evening.
Respectfully,
Joey Kocsis
[Quoted text hidden]

Carpet King and flooring <carpetkingv@gmail.com> Wed, Nov 8, 2023 at 5:08 PM
To: Osen Ochen <osenochen@gmail.com>

Oh and here is the invoice reflecting your deposit.
[Quoted text hidden]

1111-ol.pdf
349K

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HORRY COUNTY
2024 JAN 23 P 4:19
RENEE N. ELVIS
CLERK OF COURT
HORRY COUNTY, SC

Carpet King and flooring <carpetkingv@gmail.com> Wed, Nov 15, 2023 at 4:17 PM
To: Osen Ochen <osenochen@gmail.com>

Hey Olga,
Attached is your paid invoice. I will see you tomorrow around noon or so.
Thanks,
Joey Kocsis
[Quoted text hidden]

OT-Paid.pdf
360K

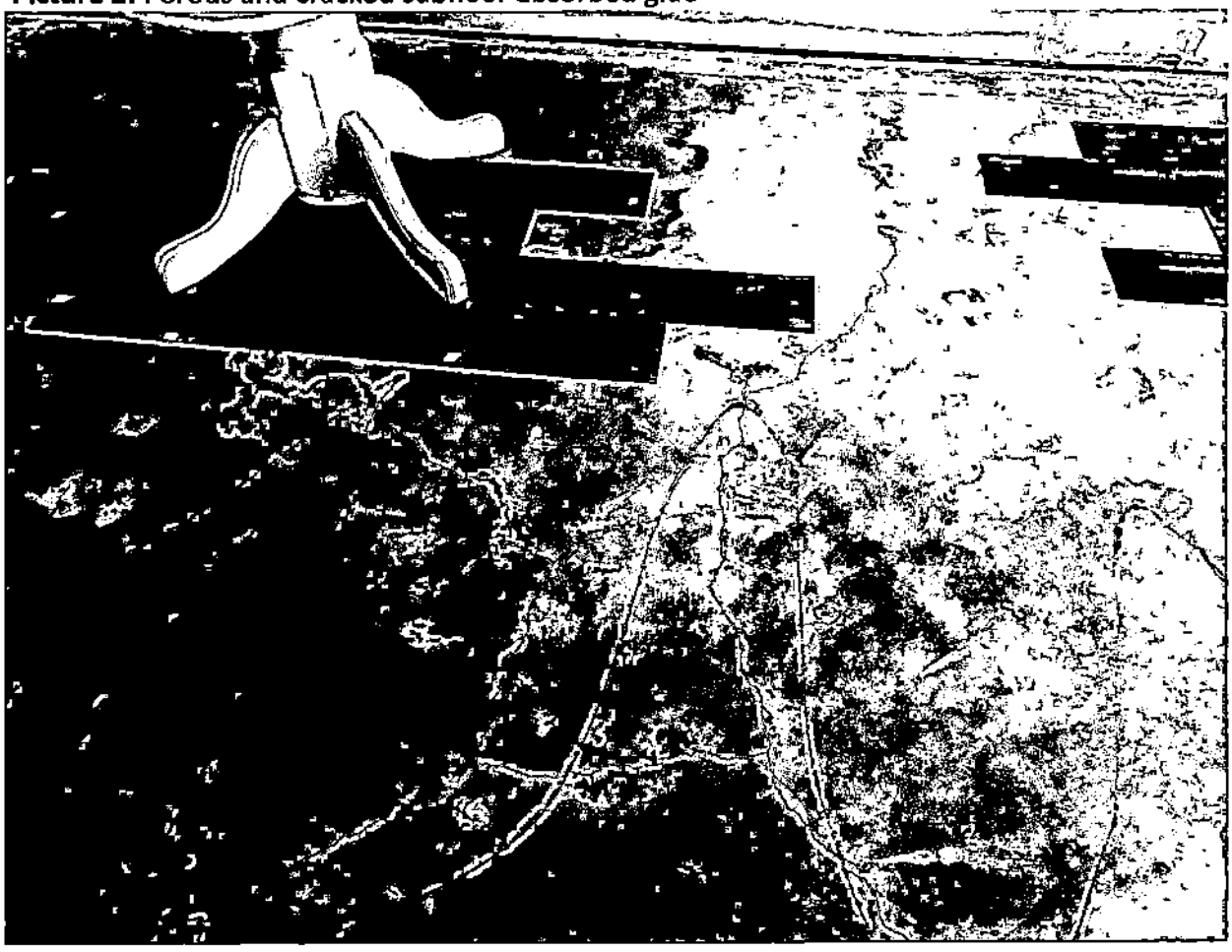
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2024 MAY 23 P 4:19
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CLERK OF COURT
HORRY COUNTY, SC

Picture 1: Porous and cracked subfloor absorbed glue



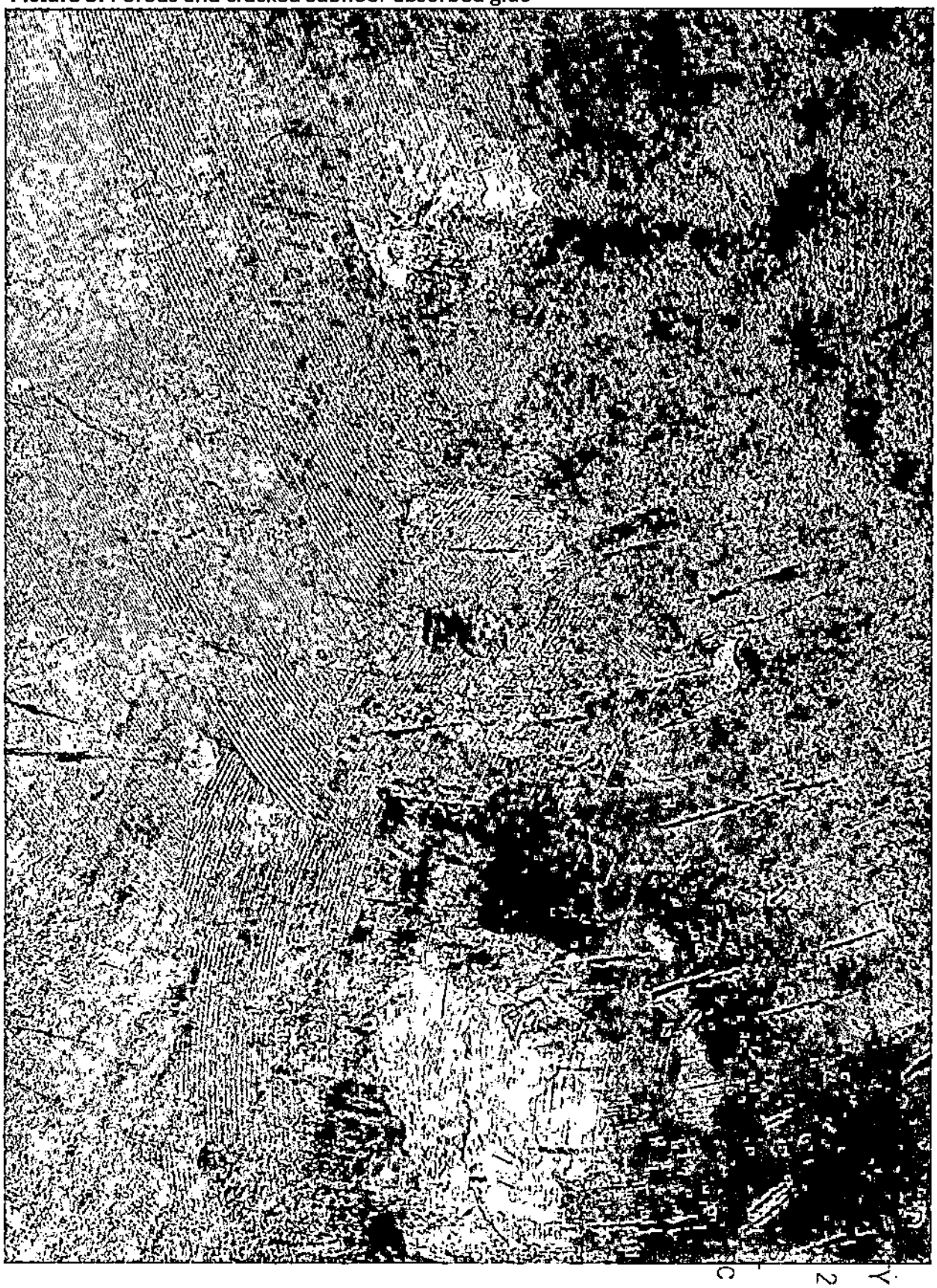
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2024 MAY 23 P 4:19
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CLERK OF COURT
HORRY COUNTY, SC

Picture 2: Porous and cracked subfloor absorbed glue

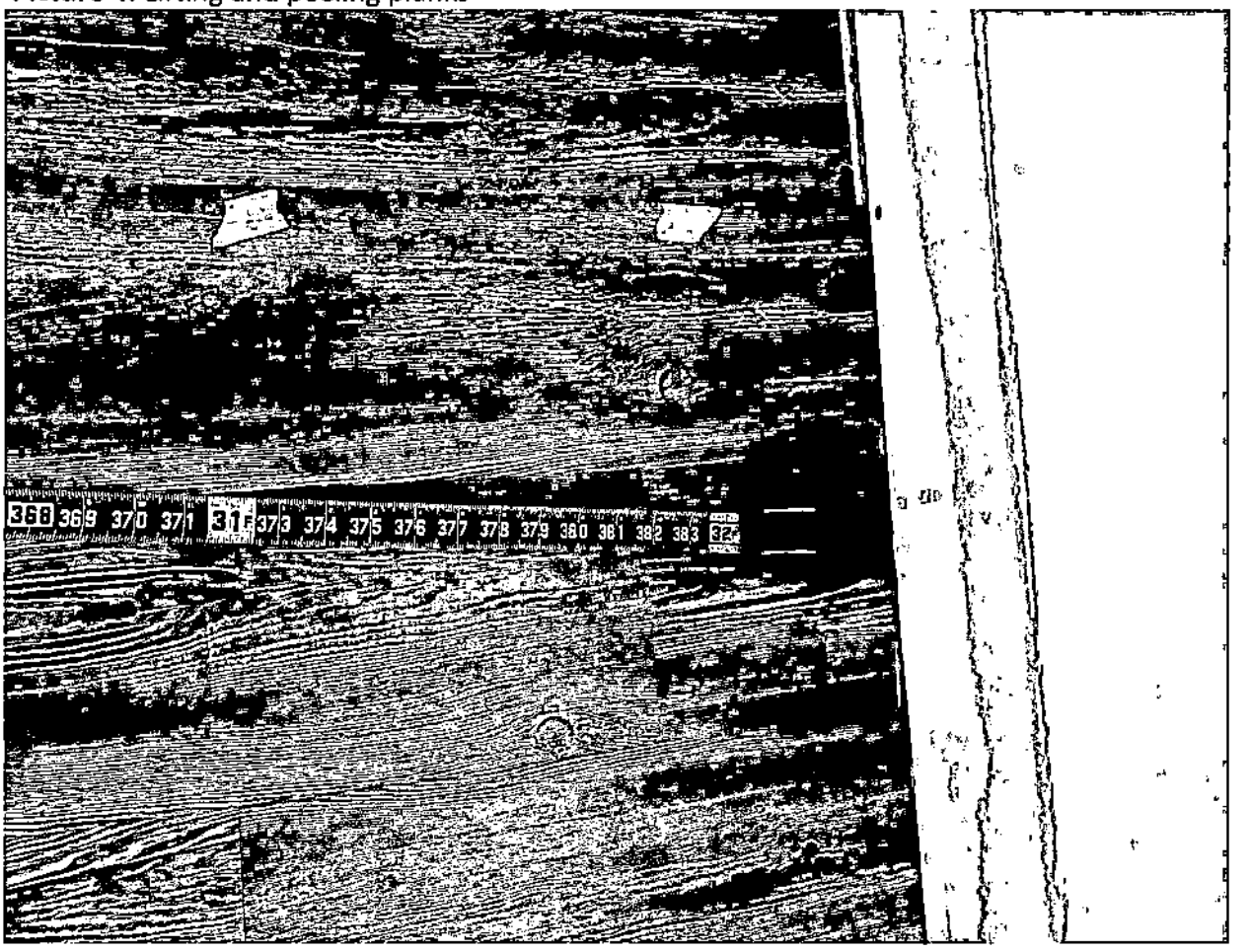


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2024 MAY 23 P 4:19
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CLERK OF COURT
HORRY COUNTY, SC

Picture 3: Porous and cracked subfloor absorbed glue

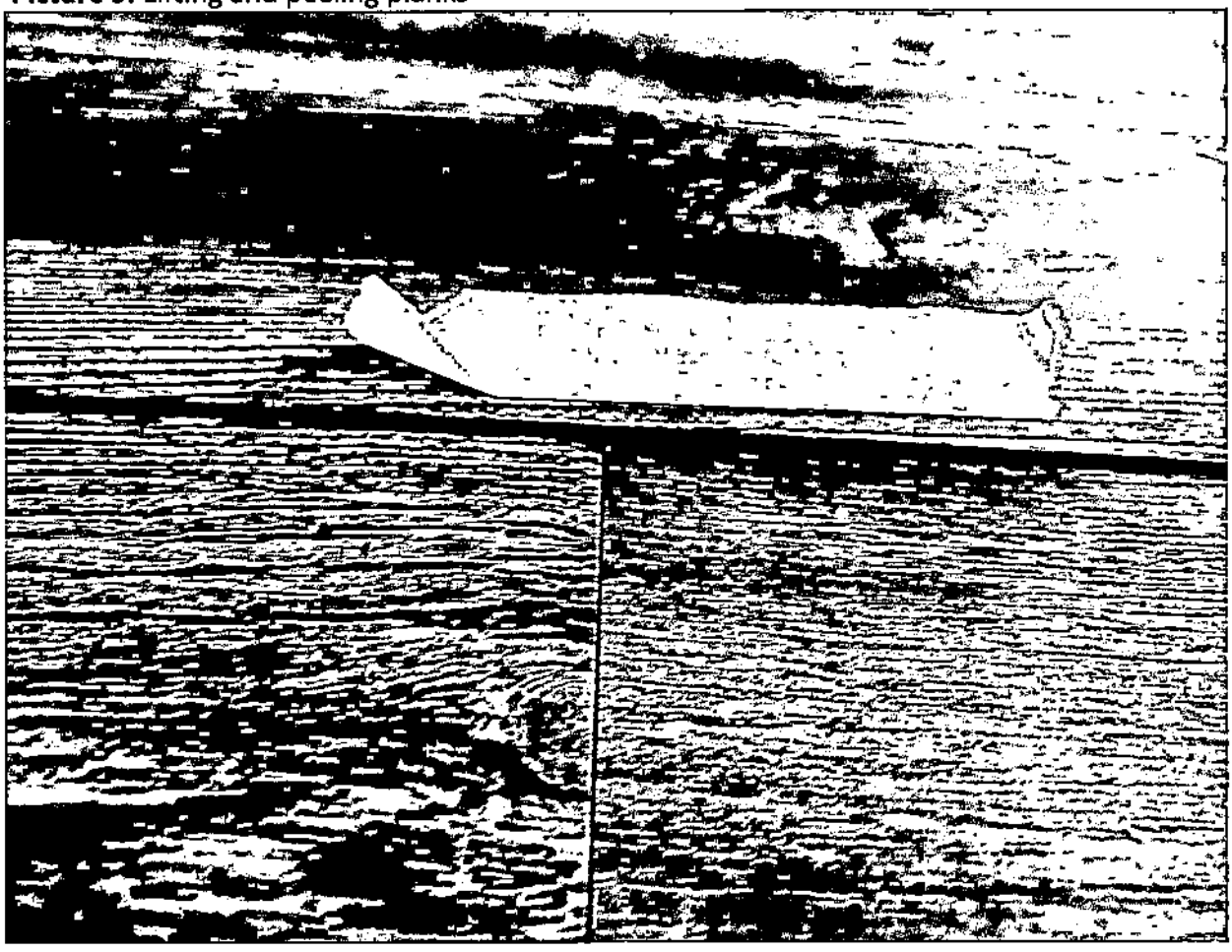


Picture 4: Lifting and peeling planks



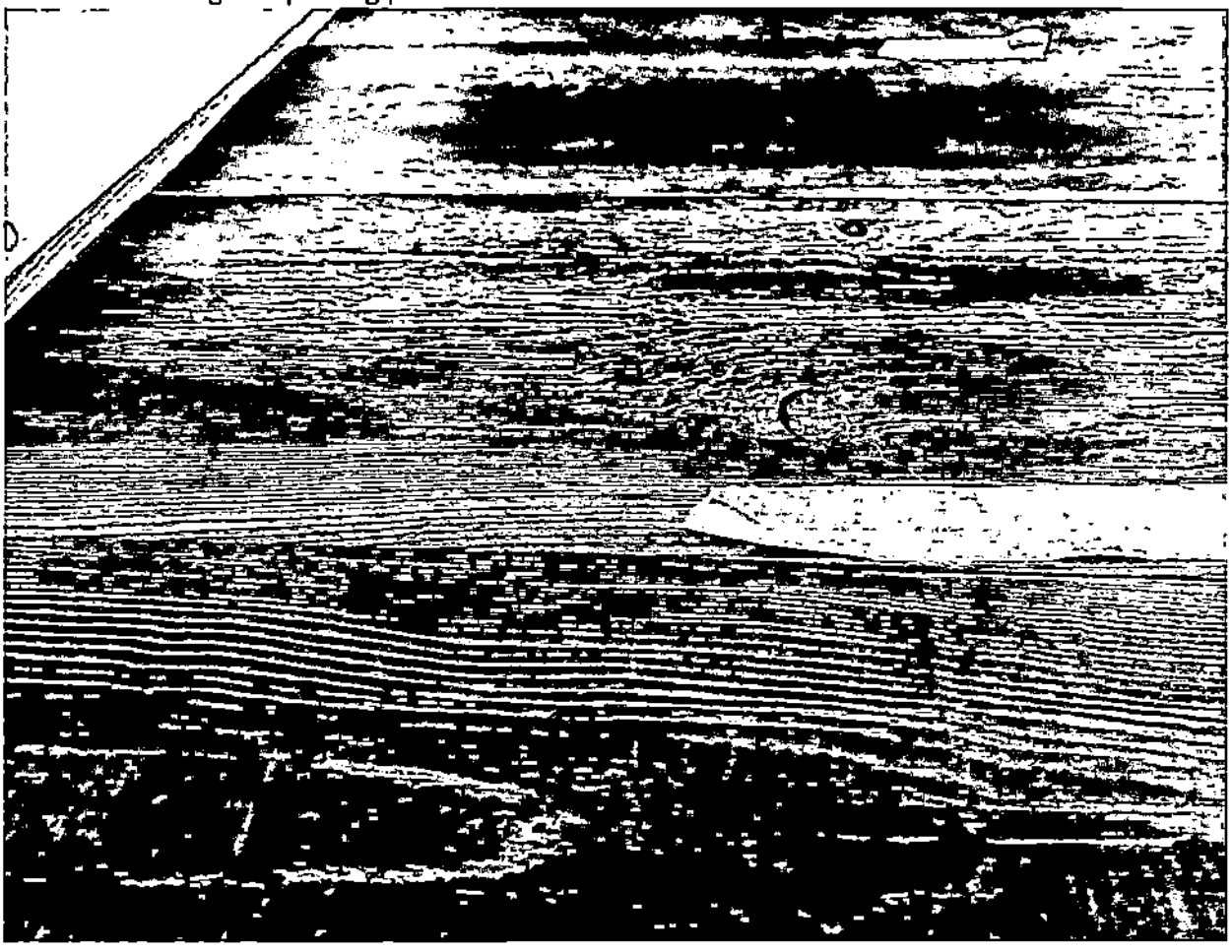
FILED
HORRY COUNTY
2024 MAY 23 [illegible]
RENEE N. FLVIS
CLERK OF COURT
HORRY COUNTY, SC

Picture 5: Lifting and peeling planks



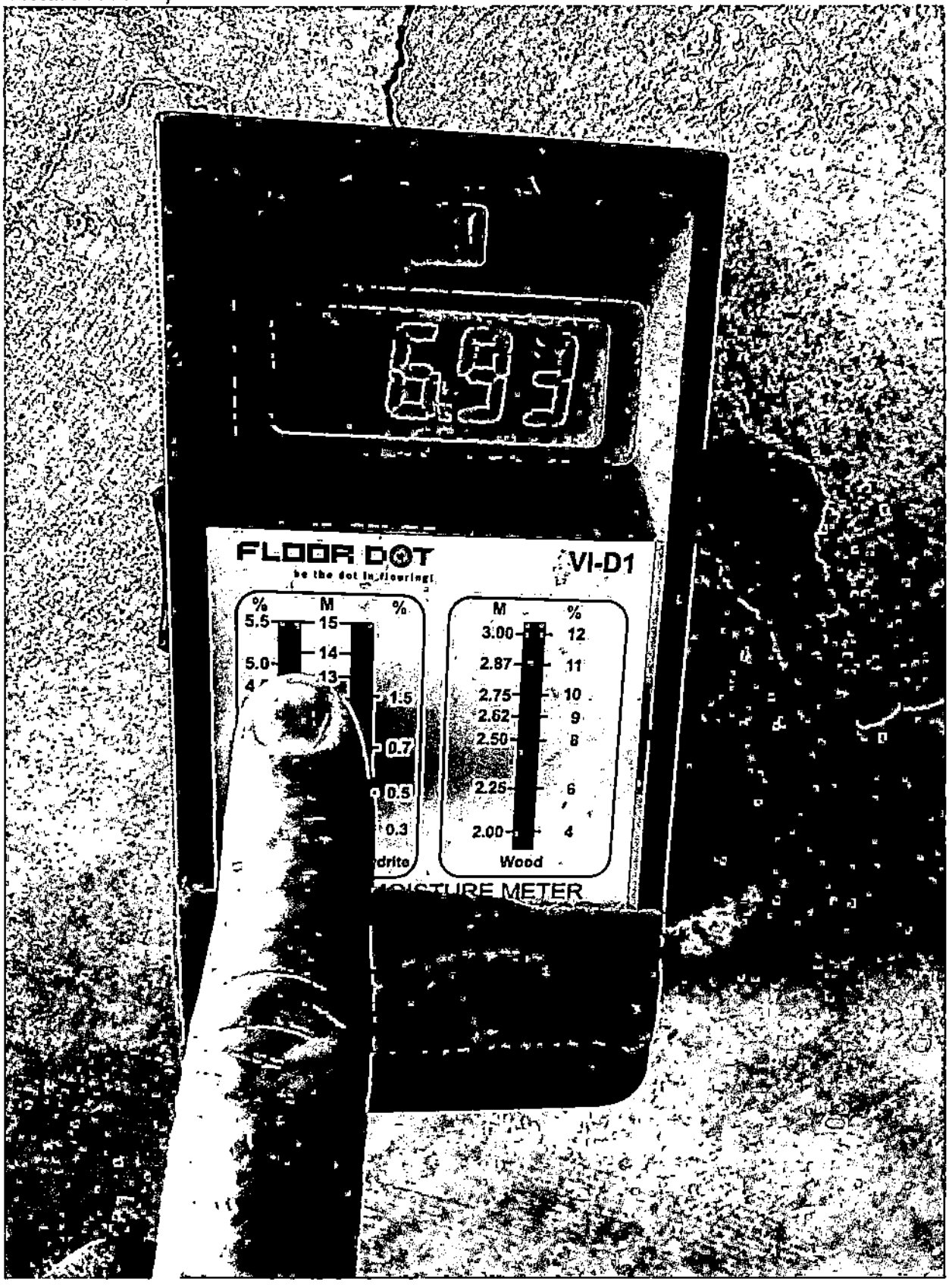
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HORRY COUNTY
2024 MAY 23 P 4: 20
RENEE N. ELVIS
CLERK OF COURT
HORRY COUNTY, SC

Picture 6: Lifting and peeling planks



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2024 MAY 23 P 4:20
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CLERK OF COURT
HORRY COUNTY, SC

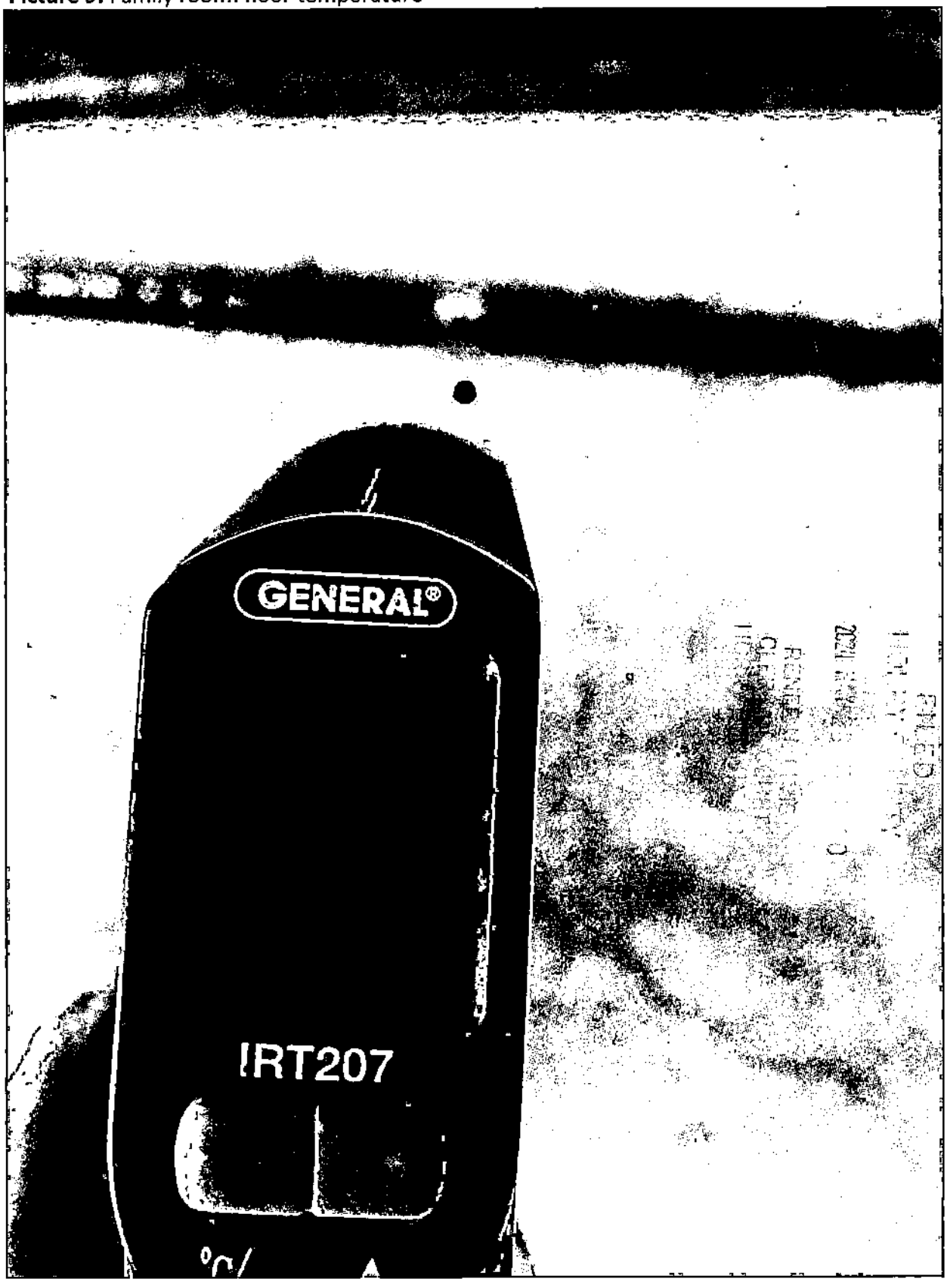
Picture 7: Family room: subfloor moisture



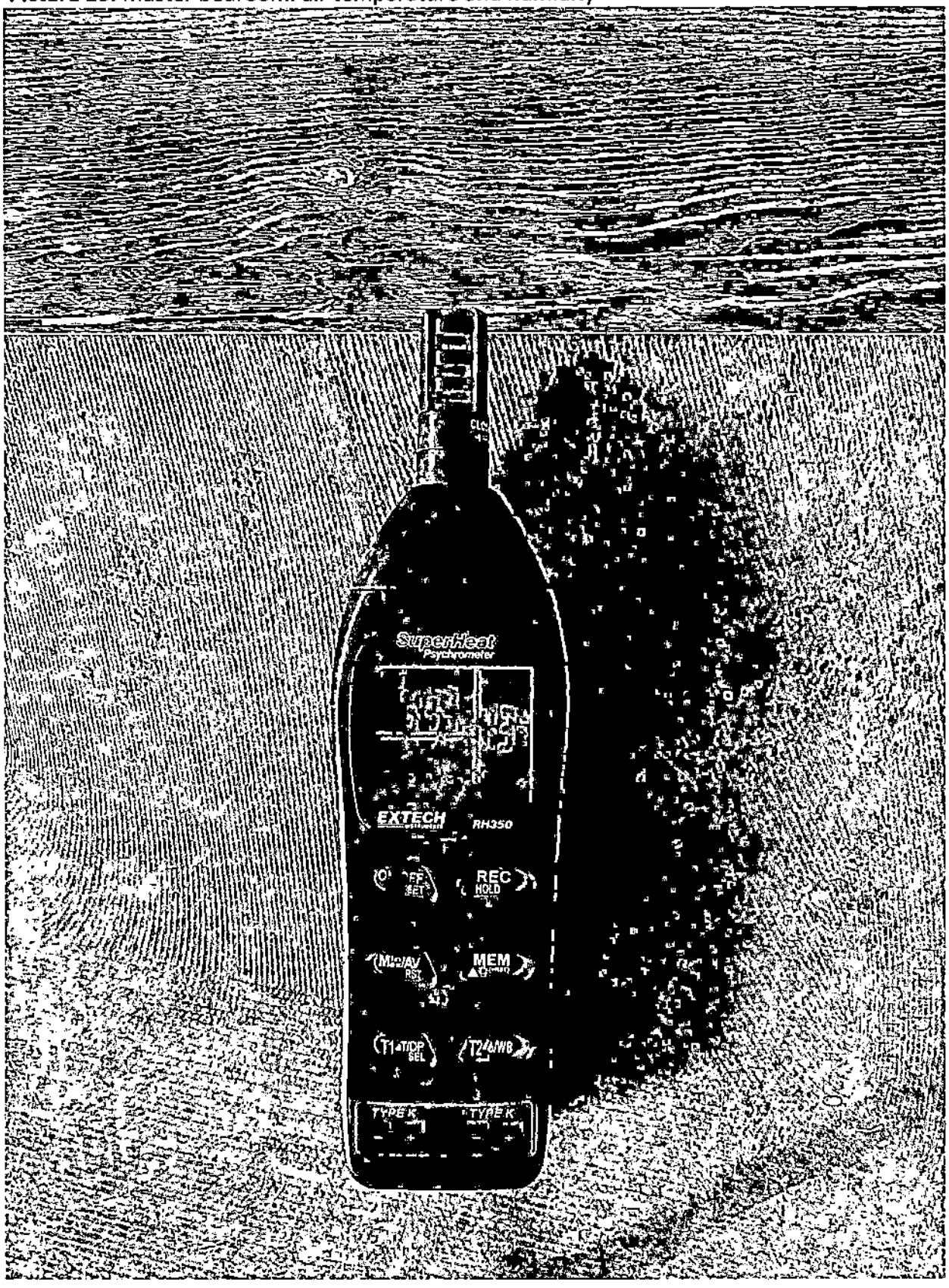
Picture 8: Family room: air temperature and humidity



Picture 9: Family room: floor temperature



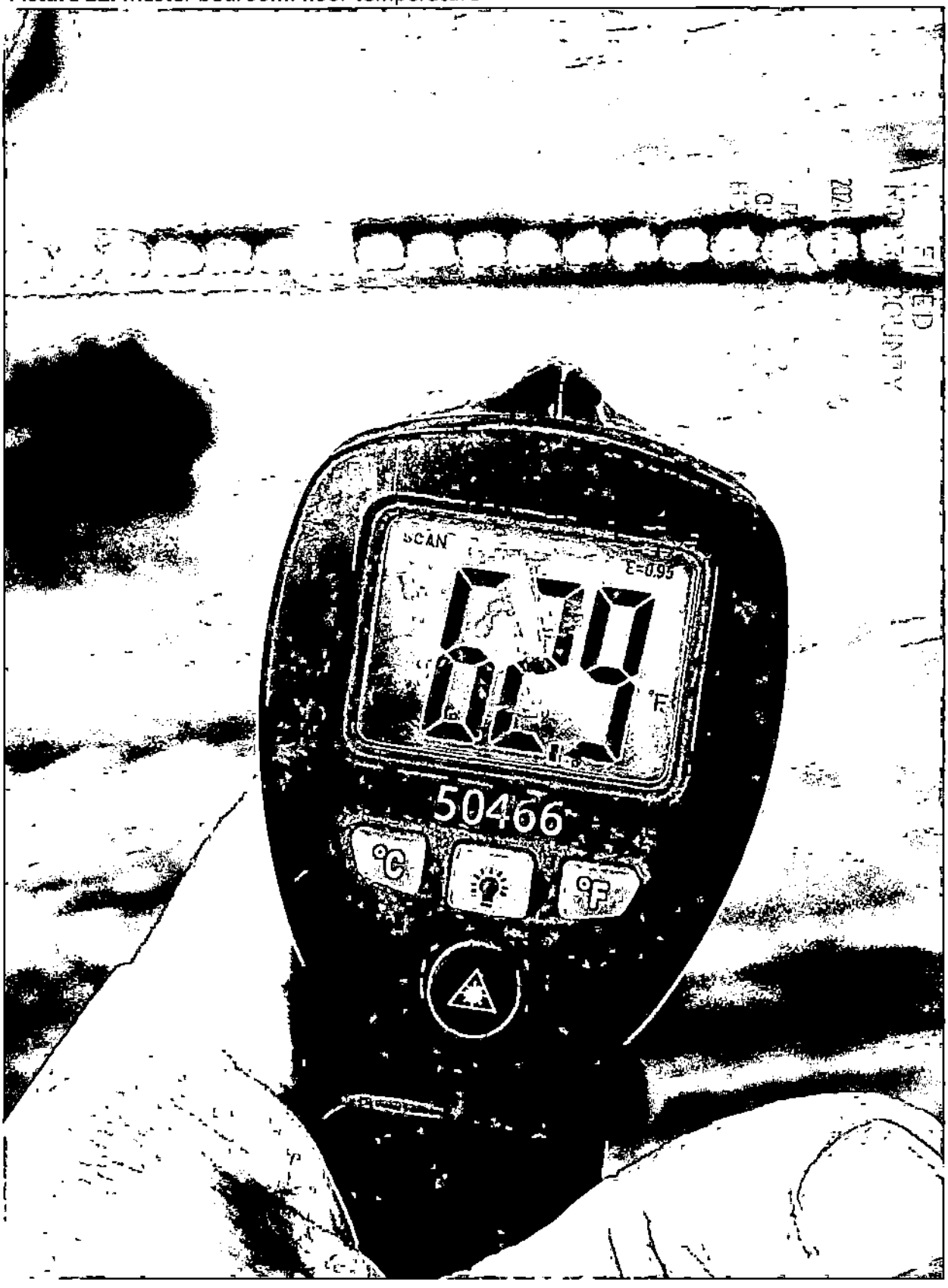
Picture 10: Master bedroom: air temperature and humidity



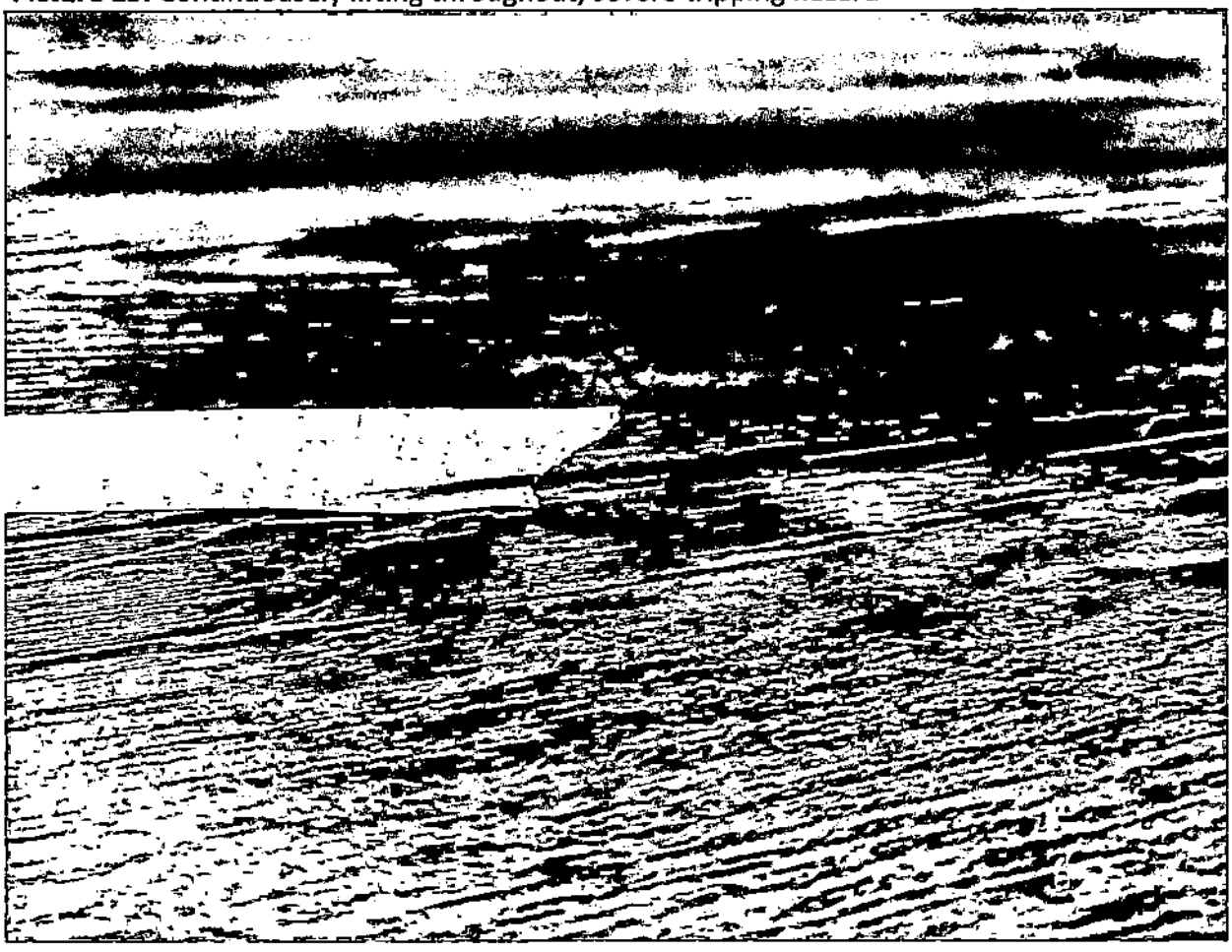
Picture 11: Family room: subfloor moisture



Picture 12: Master bedroom: floor temperature

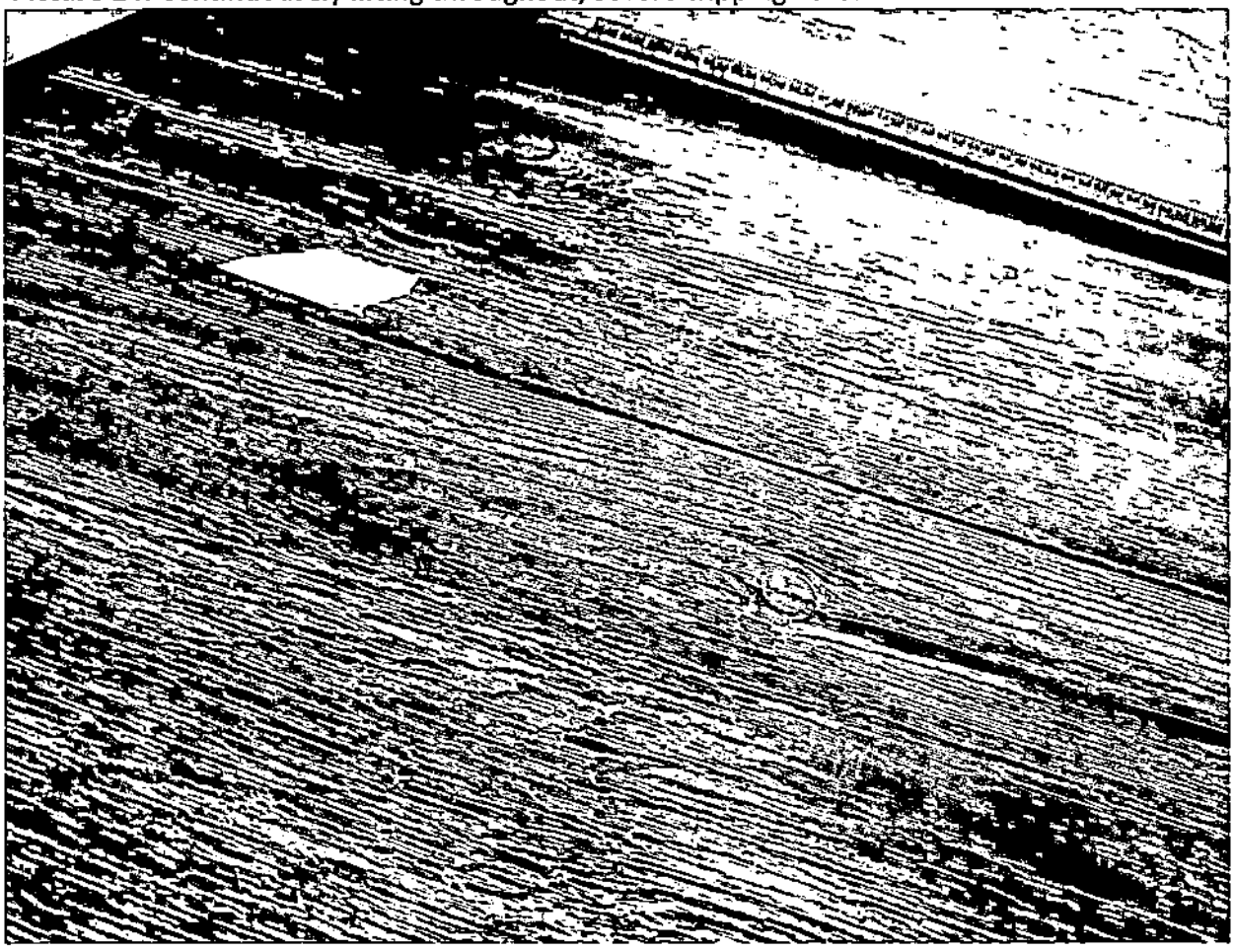


Picture 13: Continuousely lifting throughout, severe tripping hazard



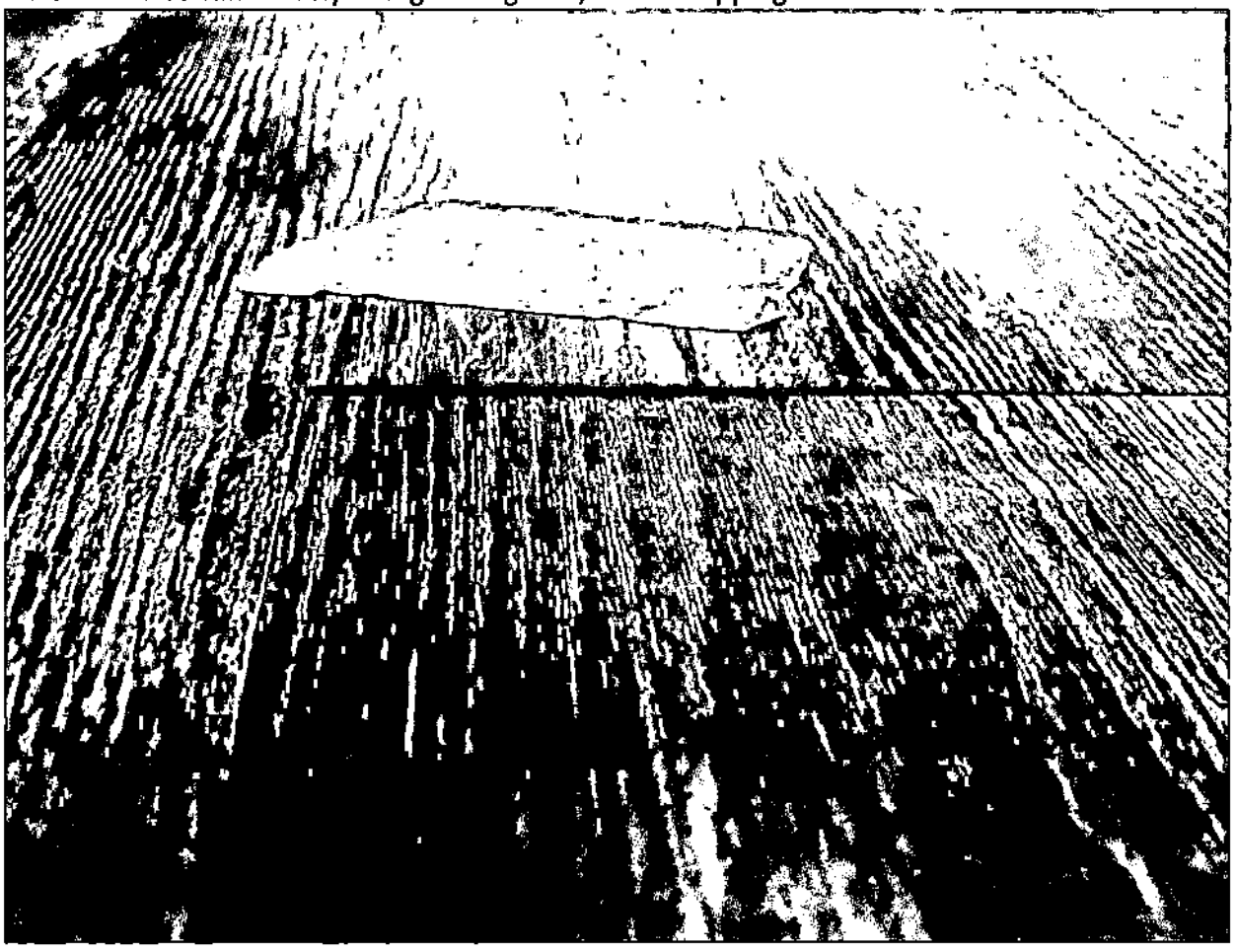
FILED
HORRY COUNTY
2024 MAY 23 P 4:20
RENEE N. ELVIS
CLERK OF COURT
HORRY COUNTY, SC

Picture 14: Continuousely lifting throughout, severe tripping hazard



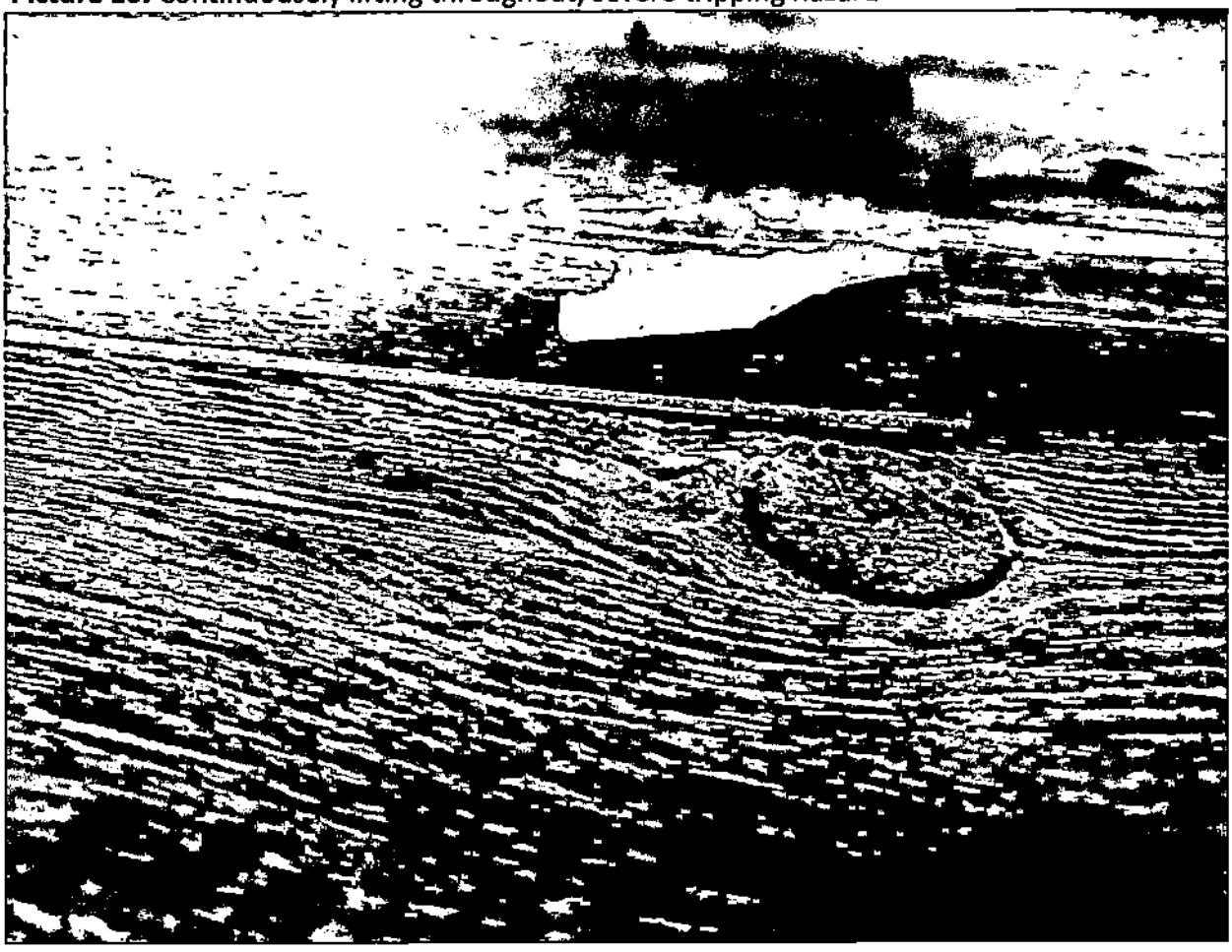
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Picture 15: Continuousely lifting throughout, severe tripping hazard



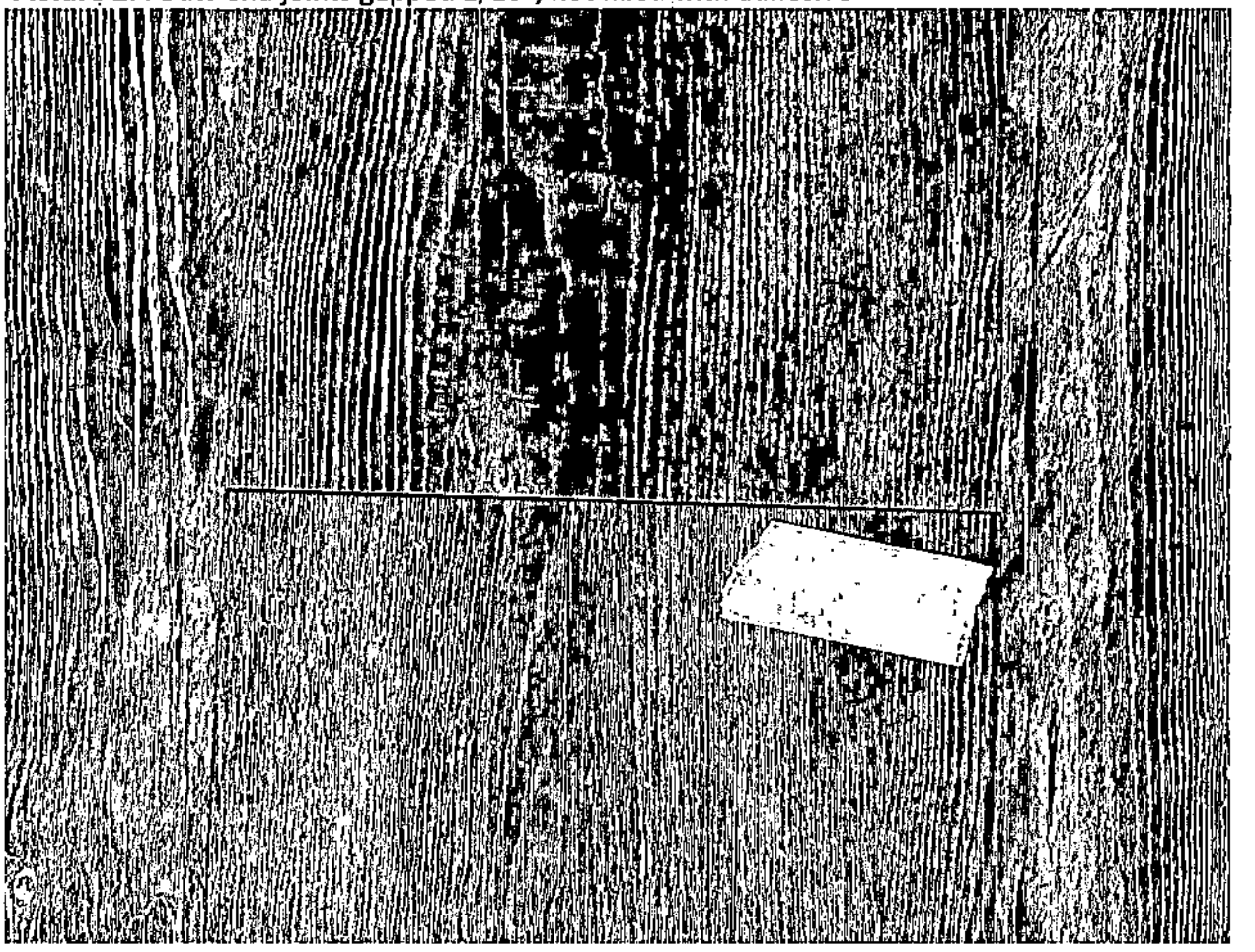
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Picture 16: Continuousely lifting throughout, severe tripping hazard



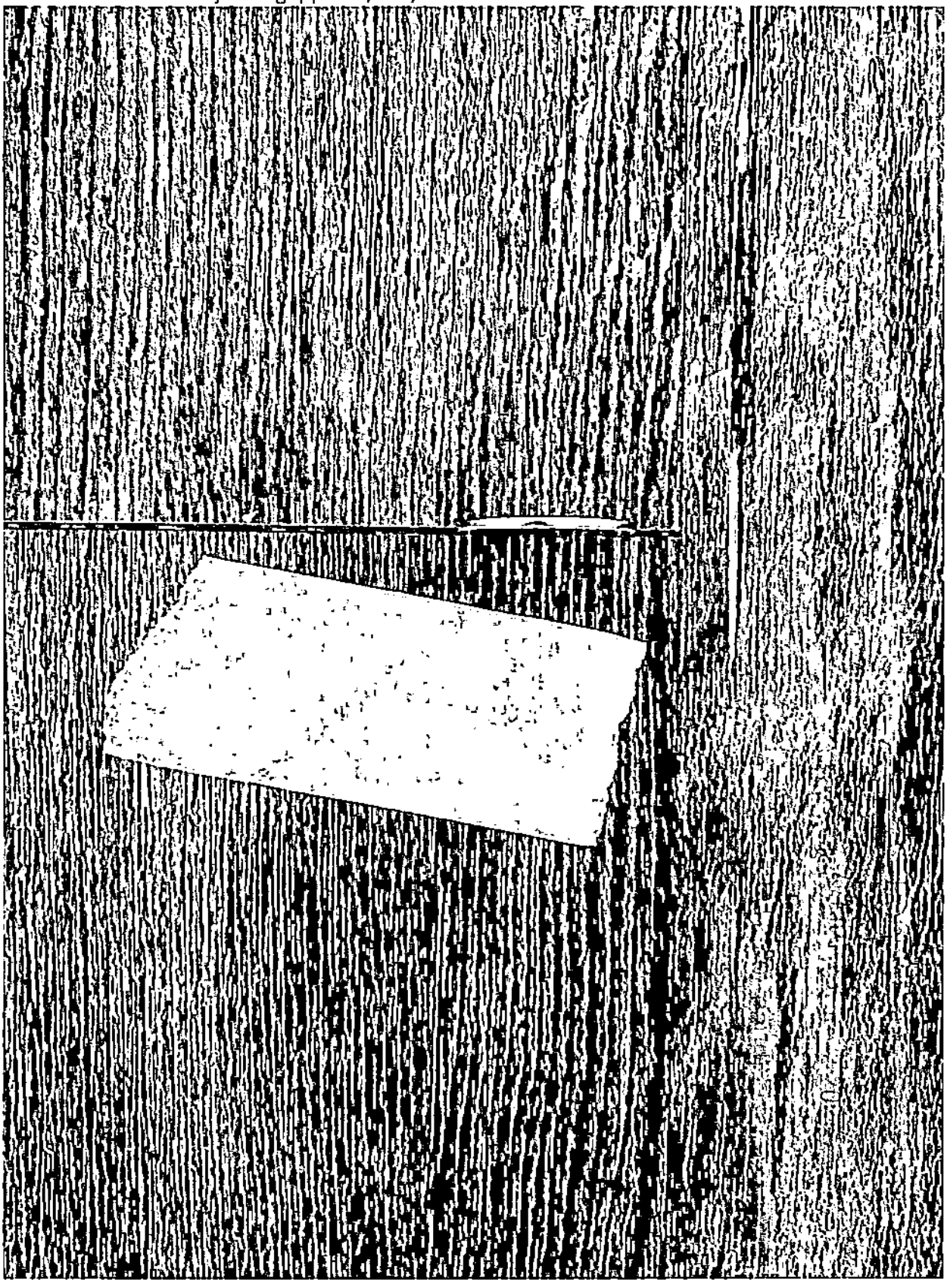
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Picture 17: Butt-end joints gapped 1/16", not filled with adhesive



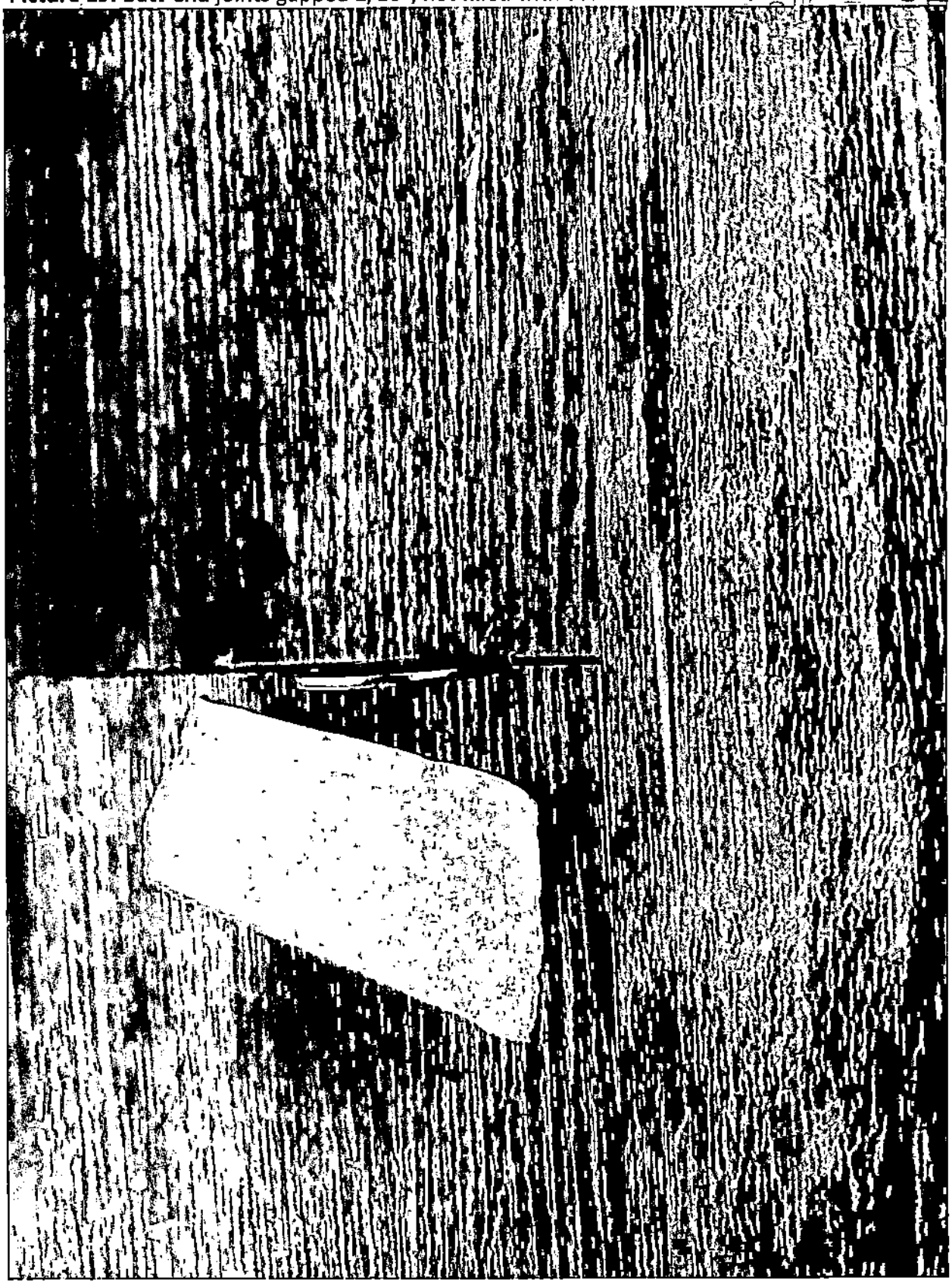
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Picture 18: Butt-end joints gapped 1/16", not filled with adhesive

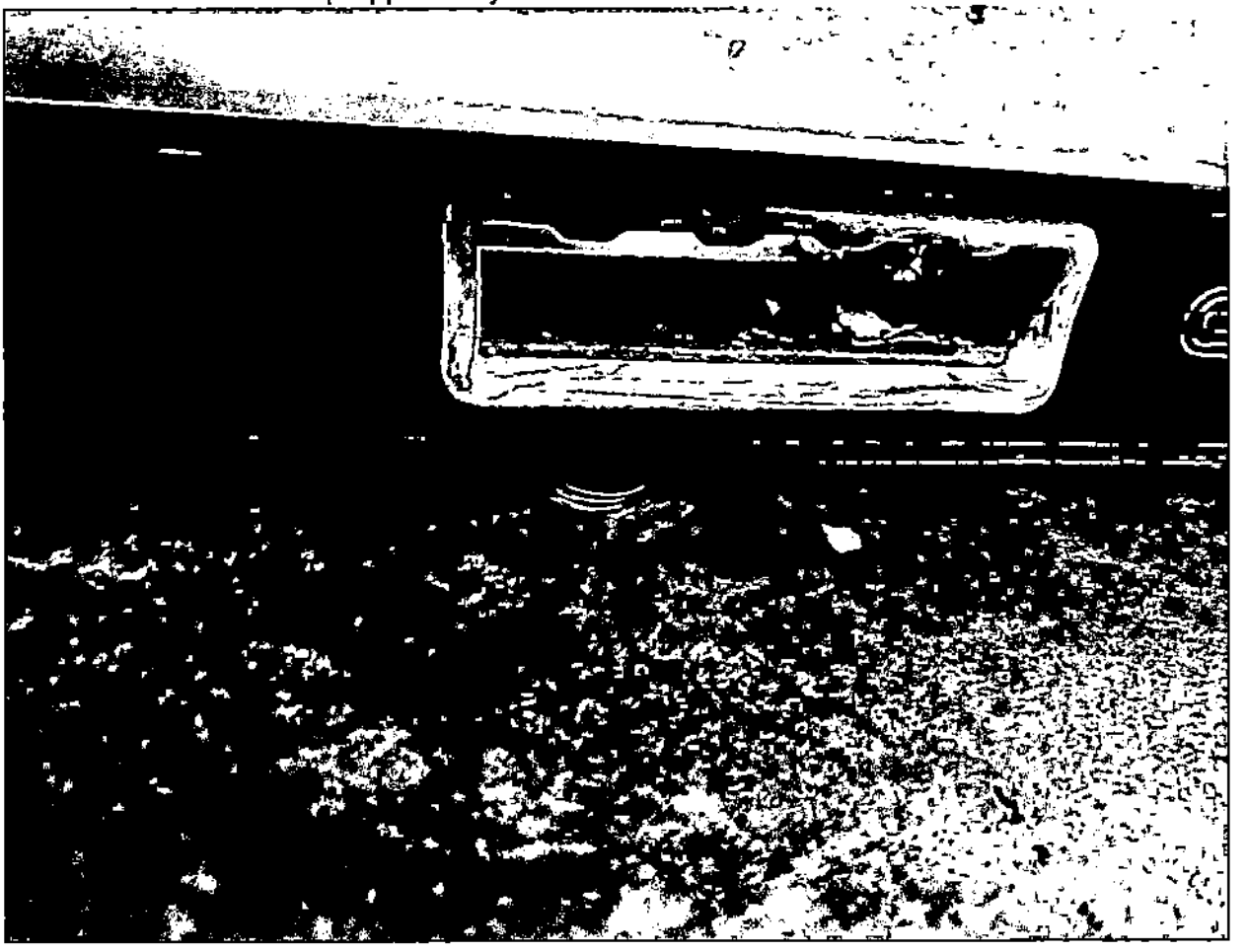


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Picture 19: Butt-end joints gapped 1/16", not filled with adhesive



Picture 20: Subfloor not prepped: major deviations



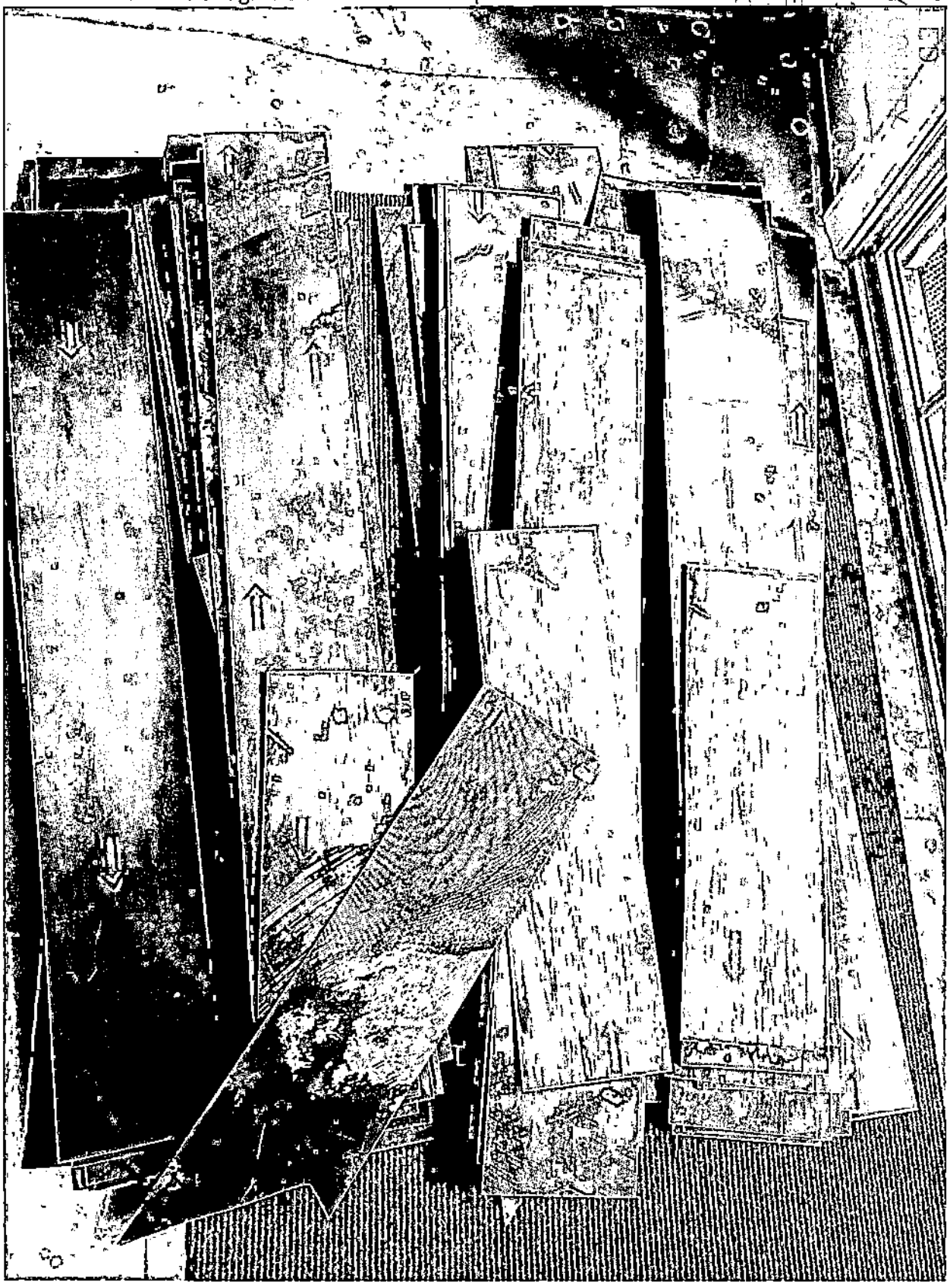
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Picture 21: Subfloor not prepped: major deviations



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Picture 22: Insufficient glue transfer to back of planks



Picture 23: Excessive moisture in front corner of family room



Picture 24: Sub-floor not prepped: major deviations



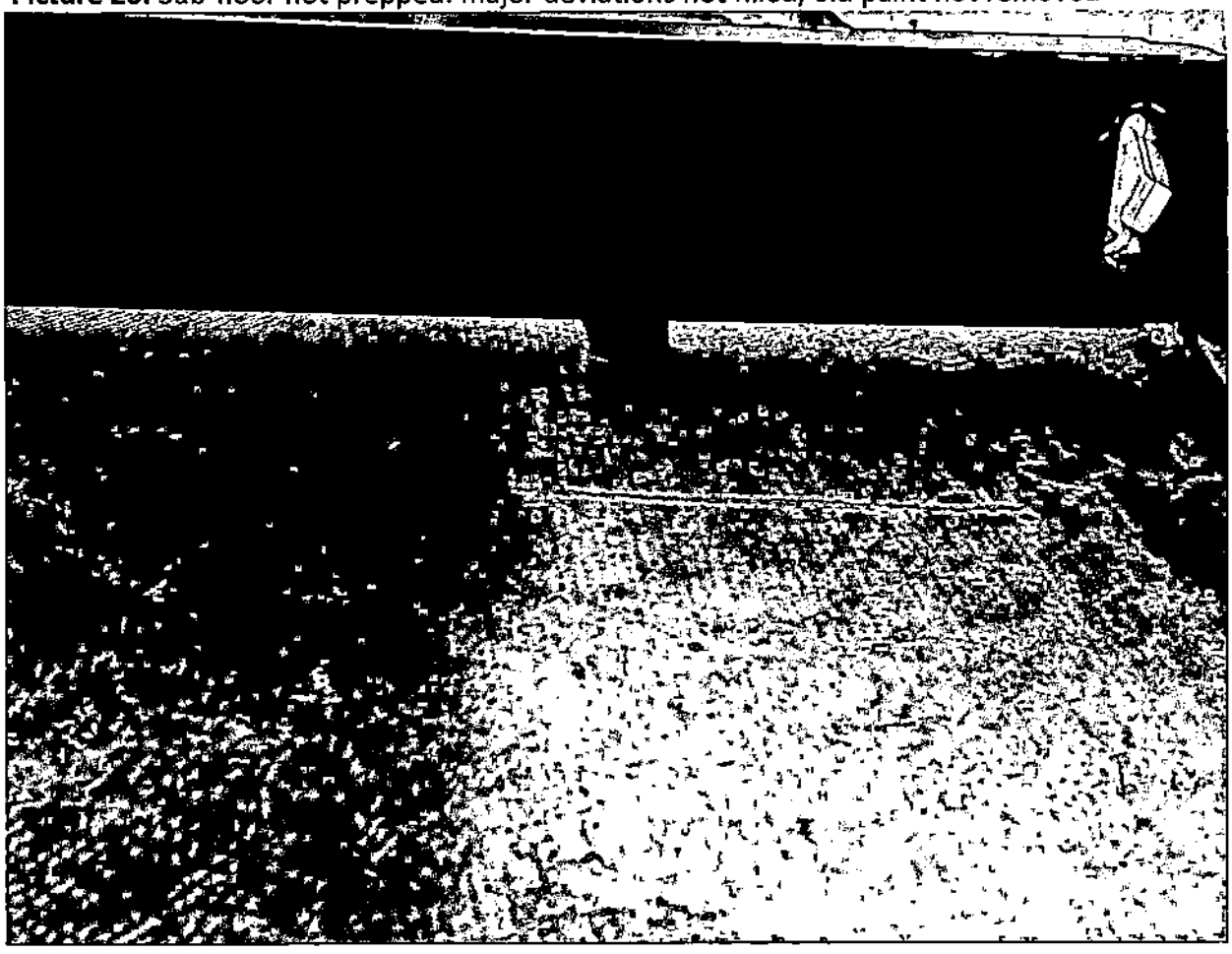
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Picture 25: Sub-floor not prepped: major deviations



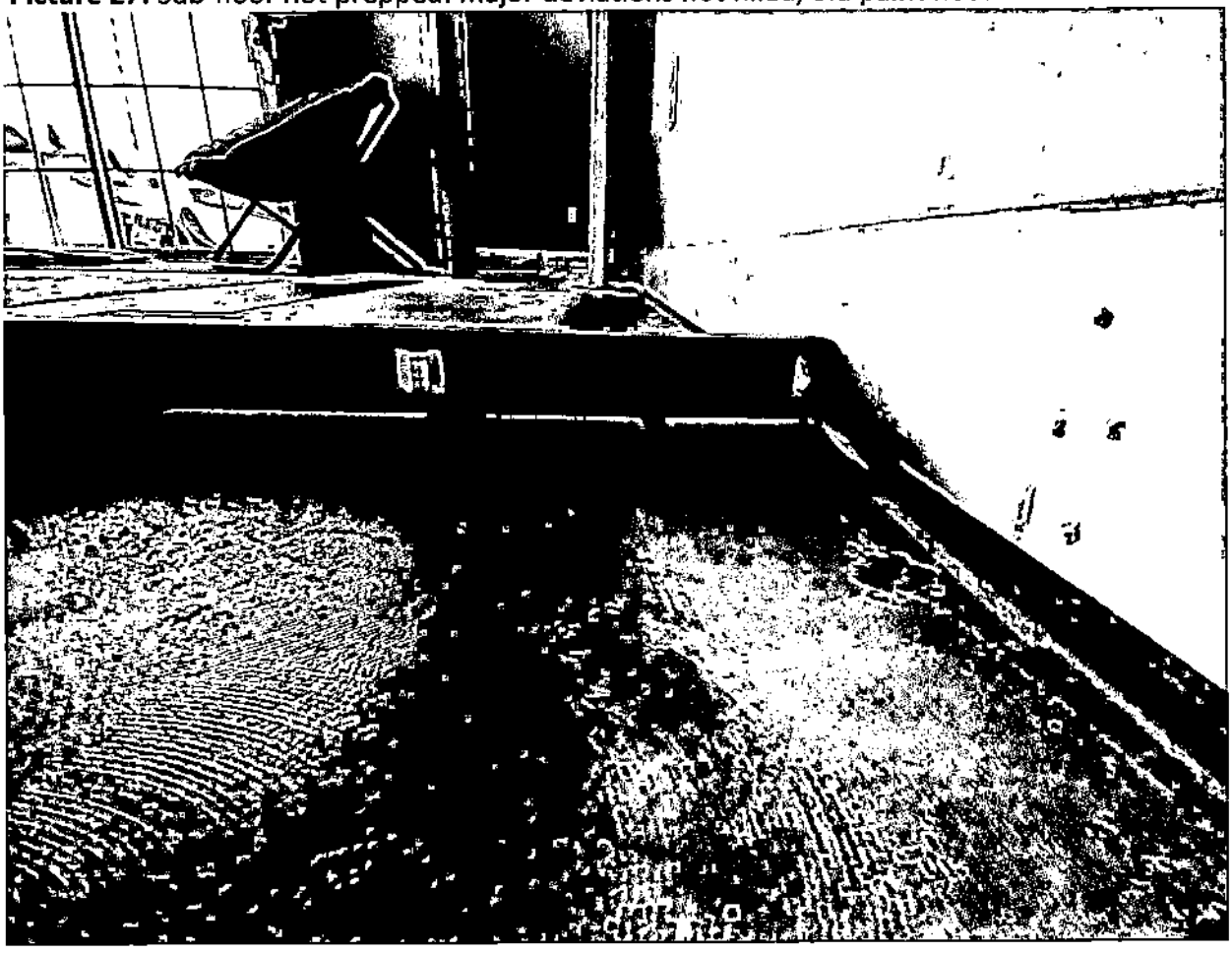
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Picture 26: Sub-floor not prepped: major deviations not filled, old paint not removed

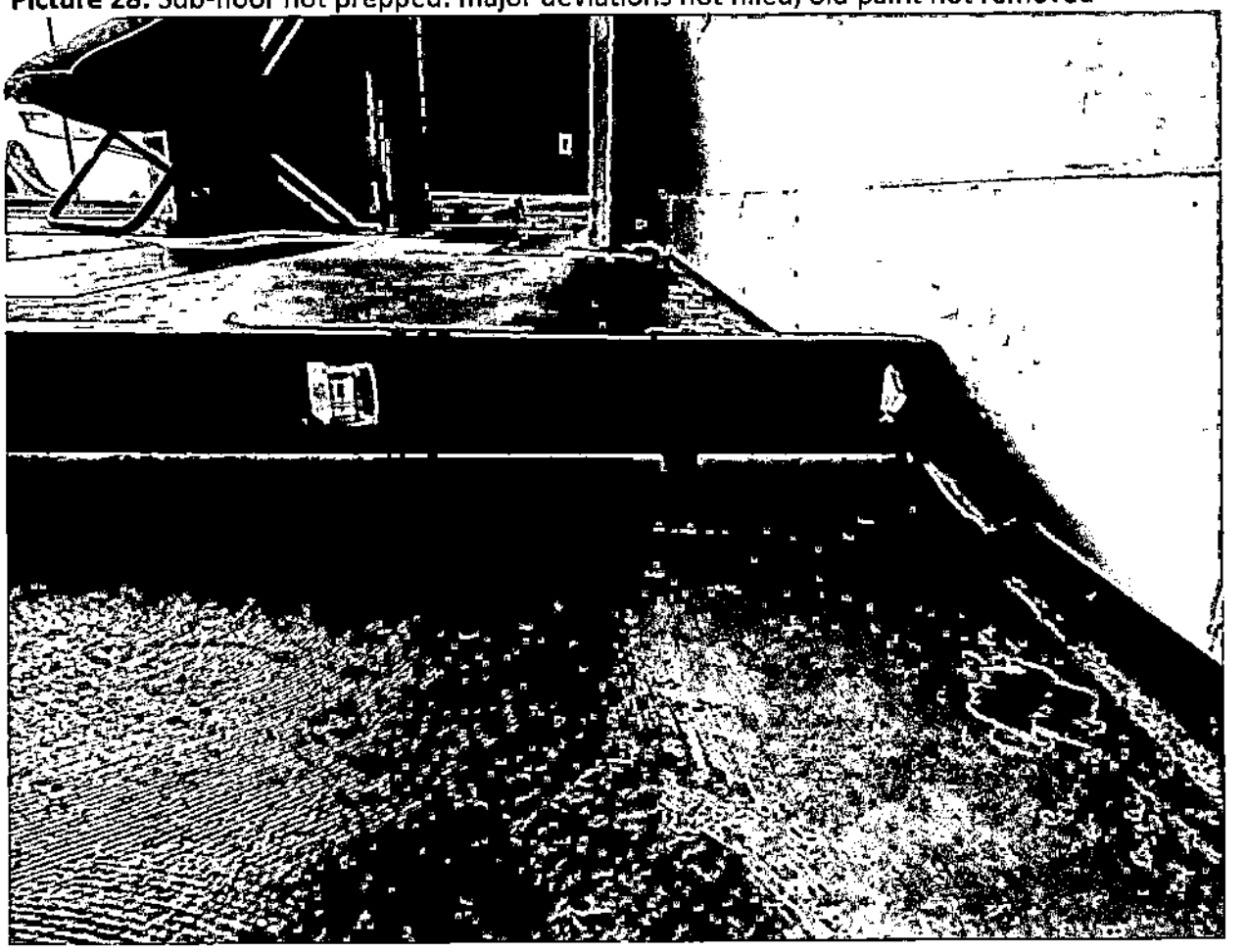


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Picture 27: Sub-floor not prepped: major deviations not filled, old paint not removed

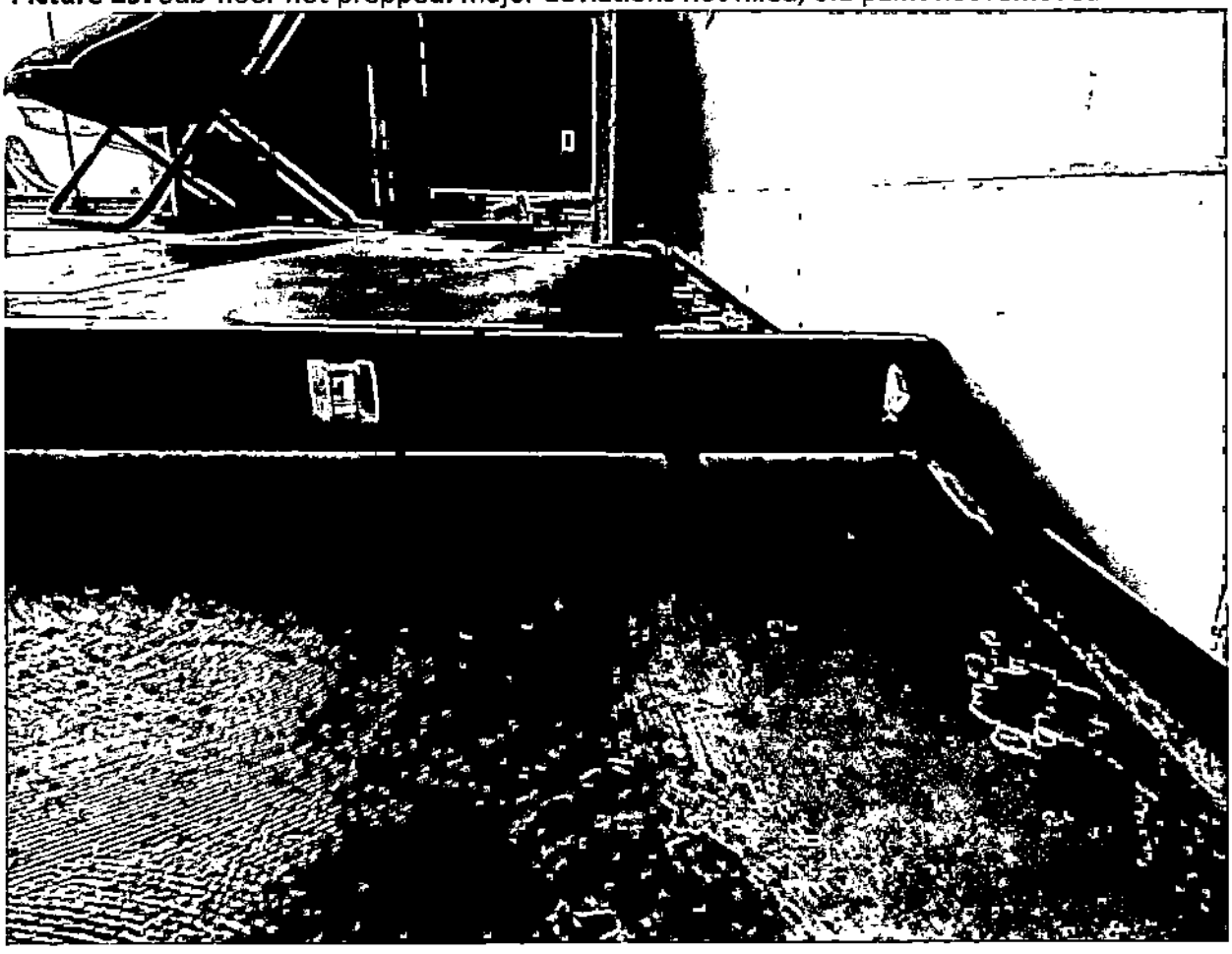


Picture 28: Sub-floor not prepped: major deviations not filled, old paint not removed



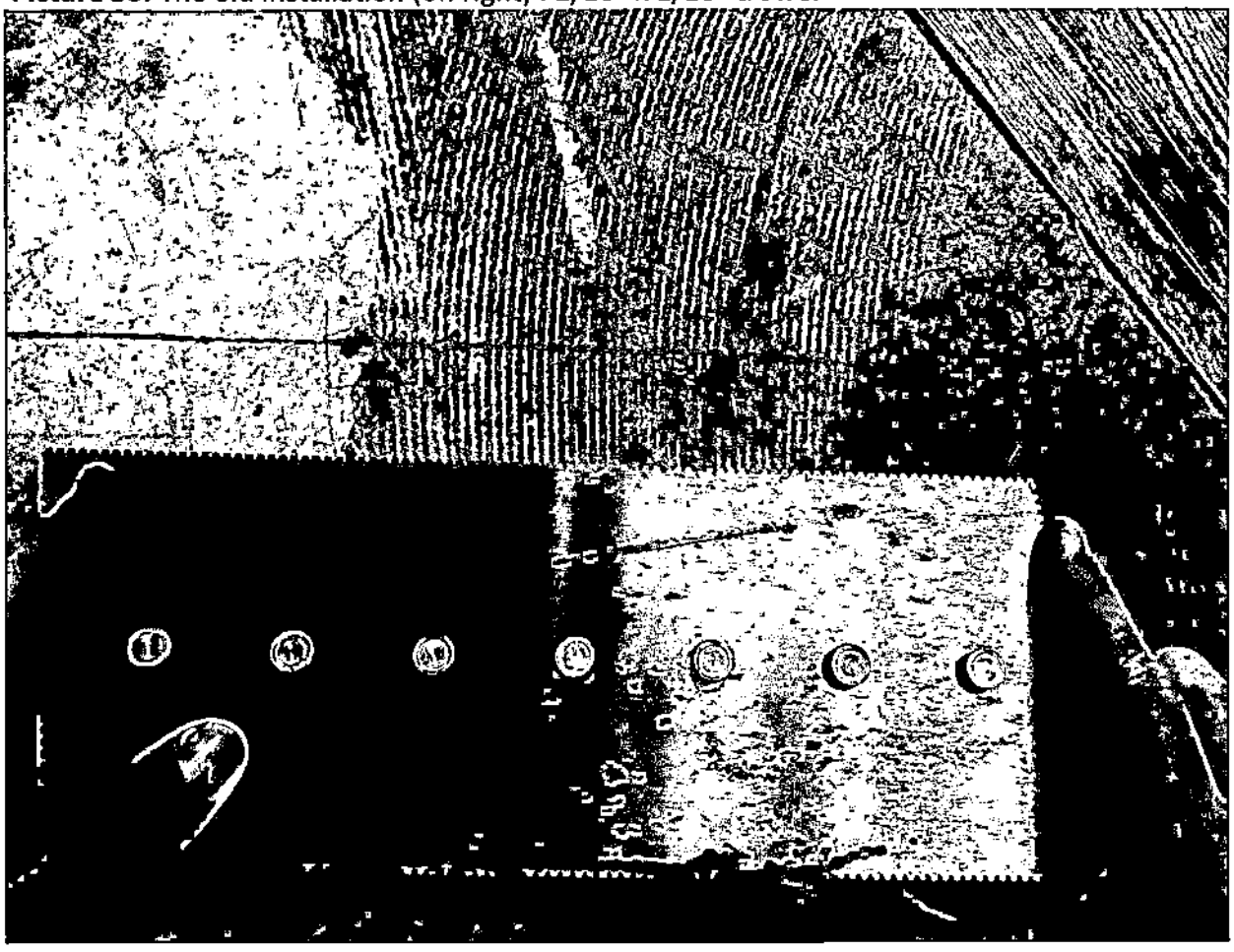
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Picture 29: Sub-floor not prepped: major deviations not filled, old paint not removed



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Picture 30: The old installation (on right) : 1/16" x 1/16" trowel



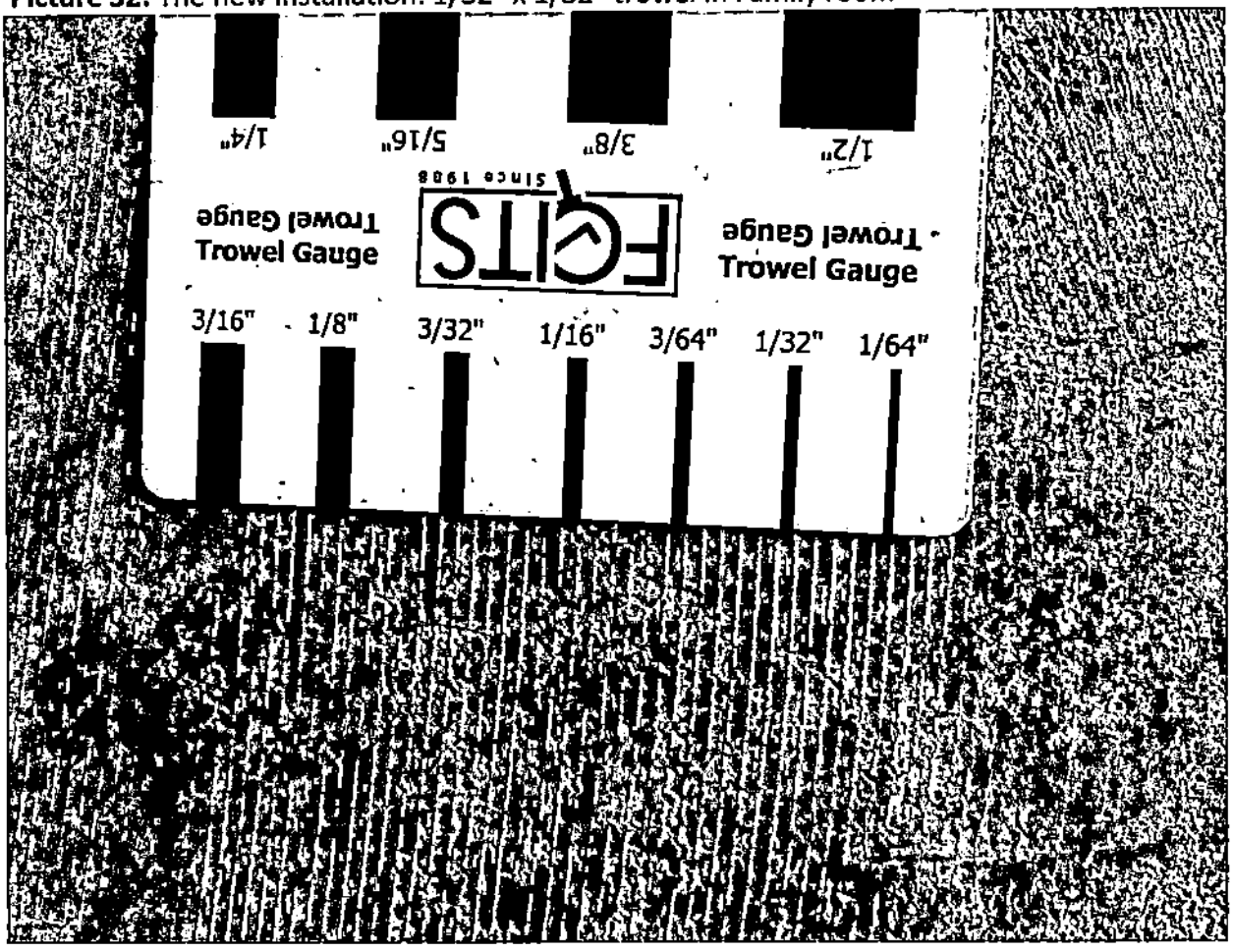
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Picture 31: The old installation: 1/16" x 1/16" trowel



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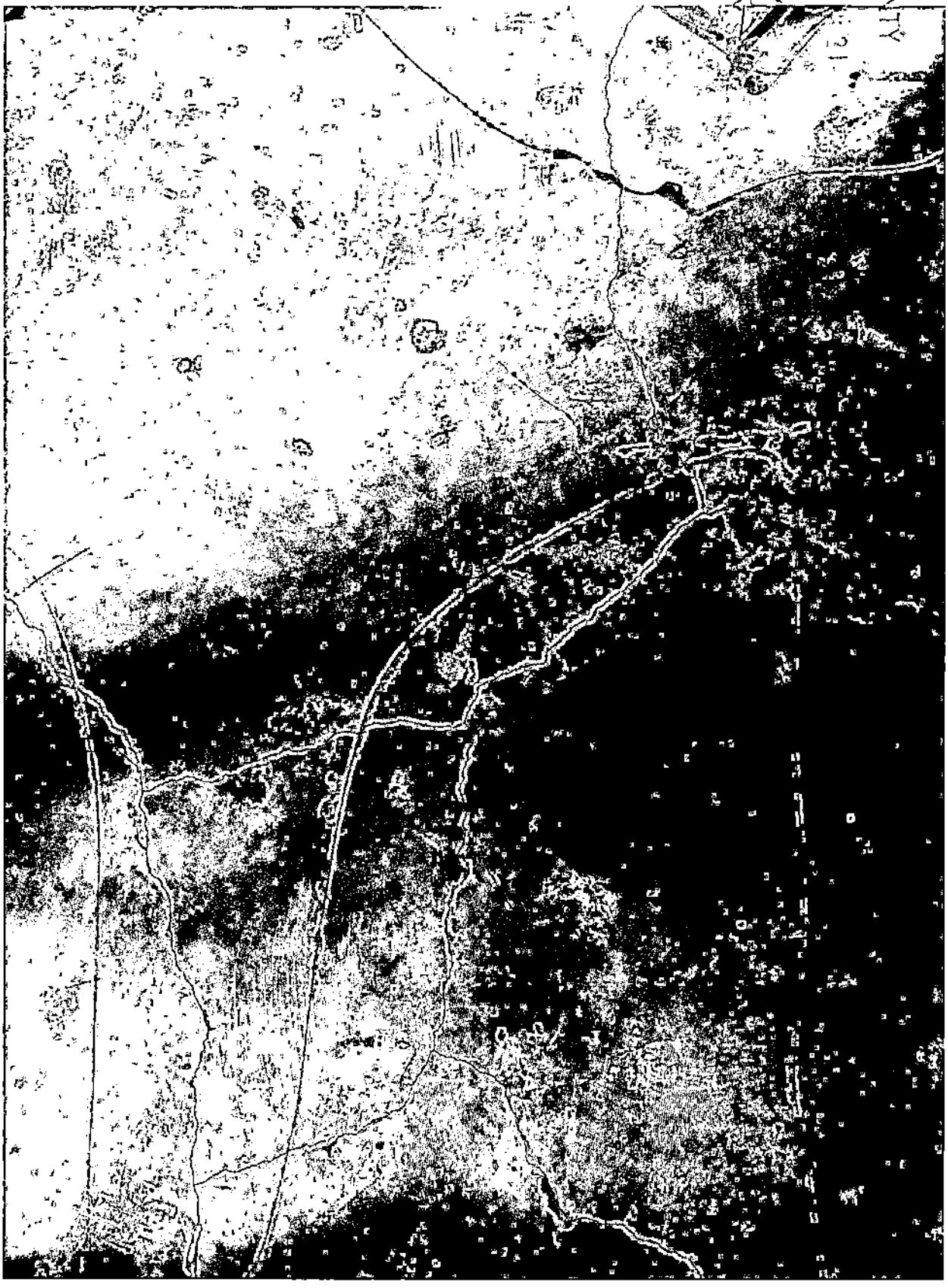
Picture 32: The new installation: 1/32" x 1/32" trowel in Family room



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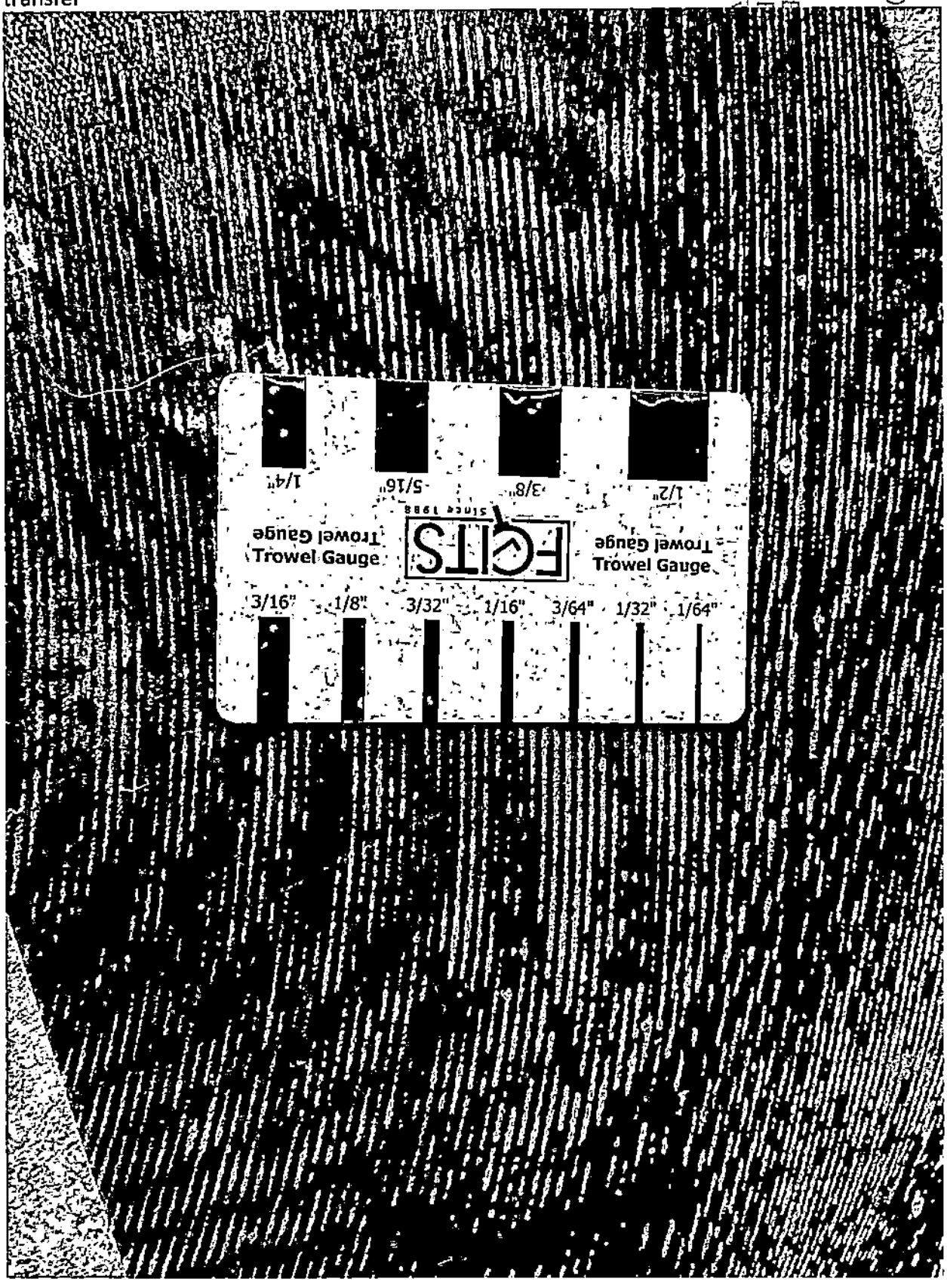
Picture 33: Substrate not smooth, free of old paint and old adhesive. Products not rolled with a roller to create transfer



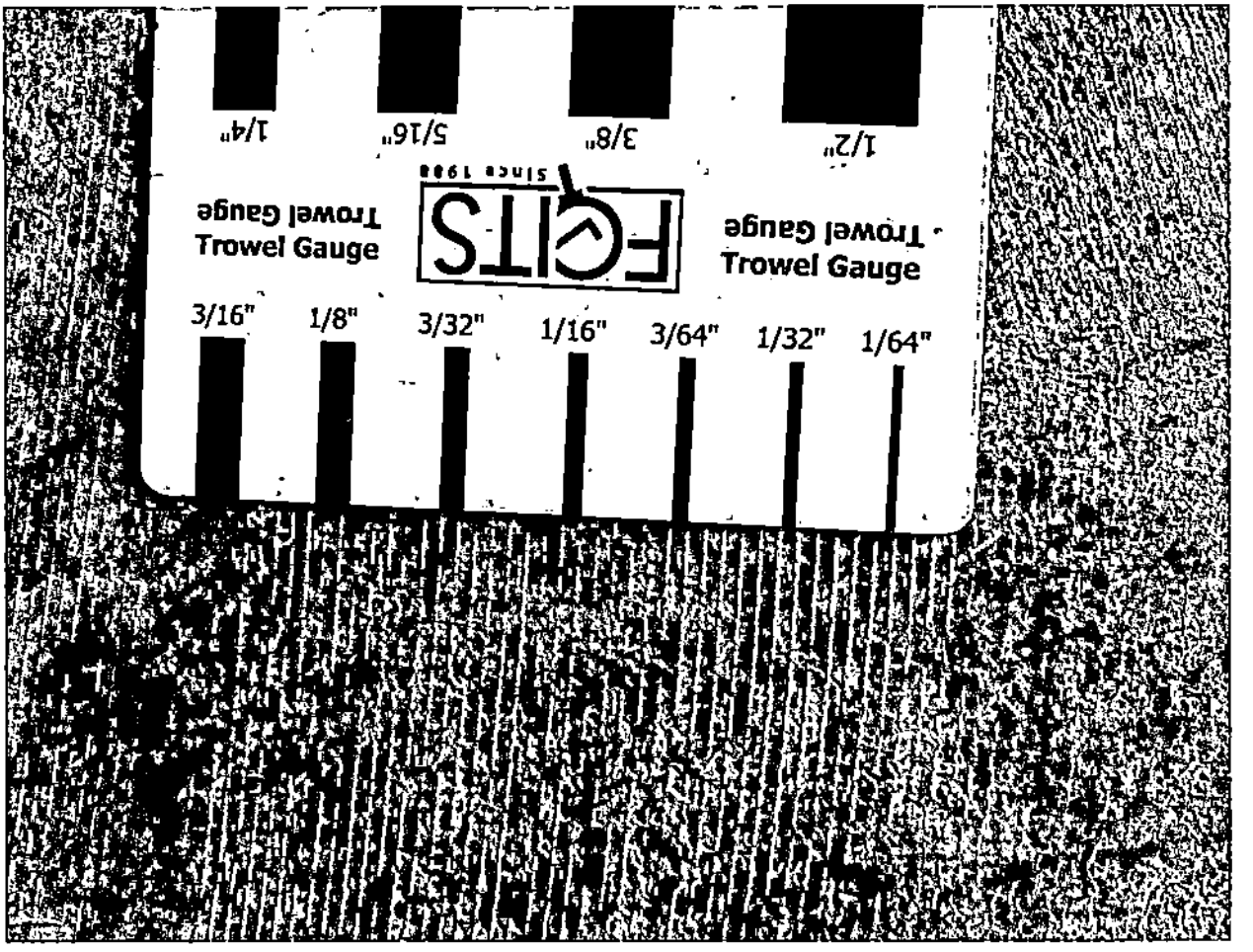
Picture 34: Substrate not smooth, free of old paint and old adhesive. Products not rolled with a roller to create transfer.



Picture 35: The new installation: trowel size 1/32", product not rolled with a roller to create transfer

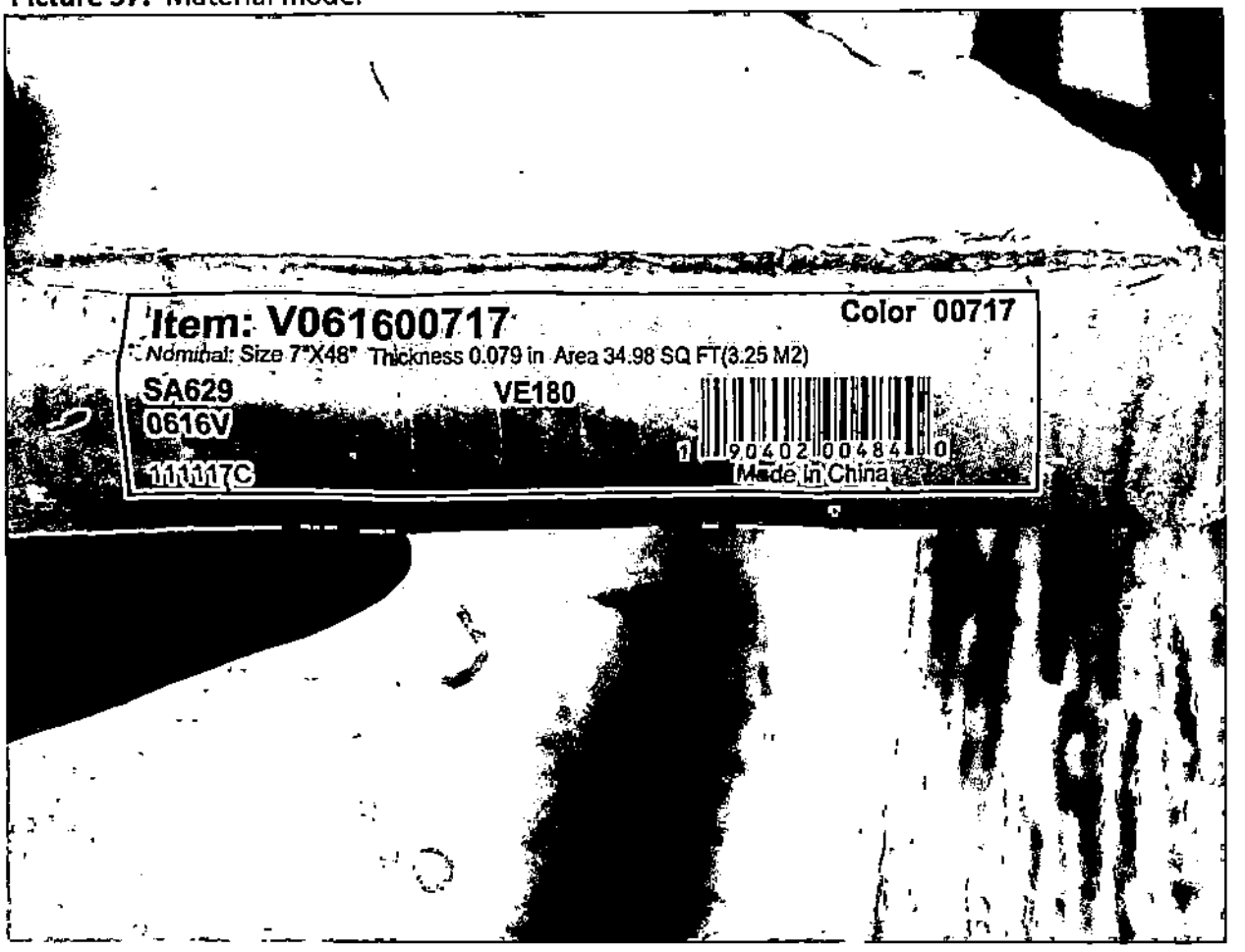


Picture 36: The new installation: trowel size 1/32", product not rolled with a roller to create transfer



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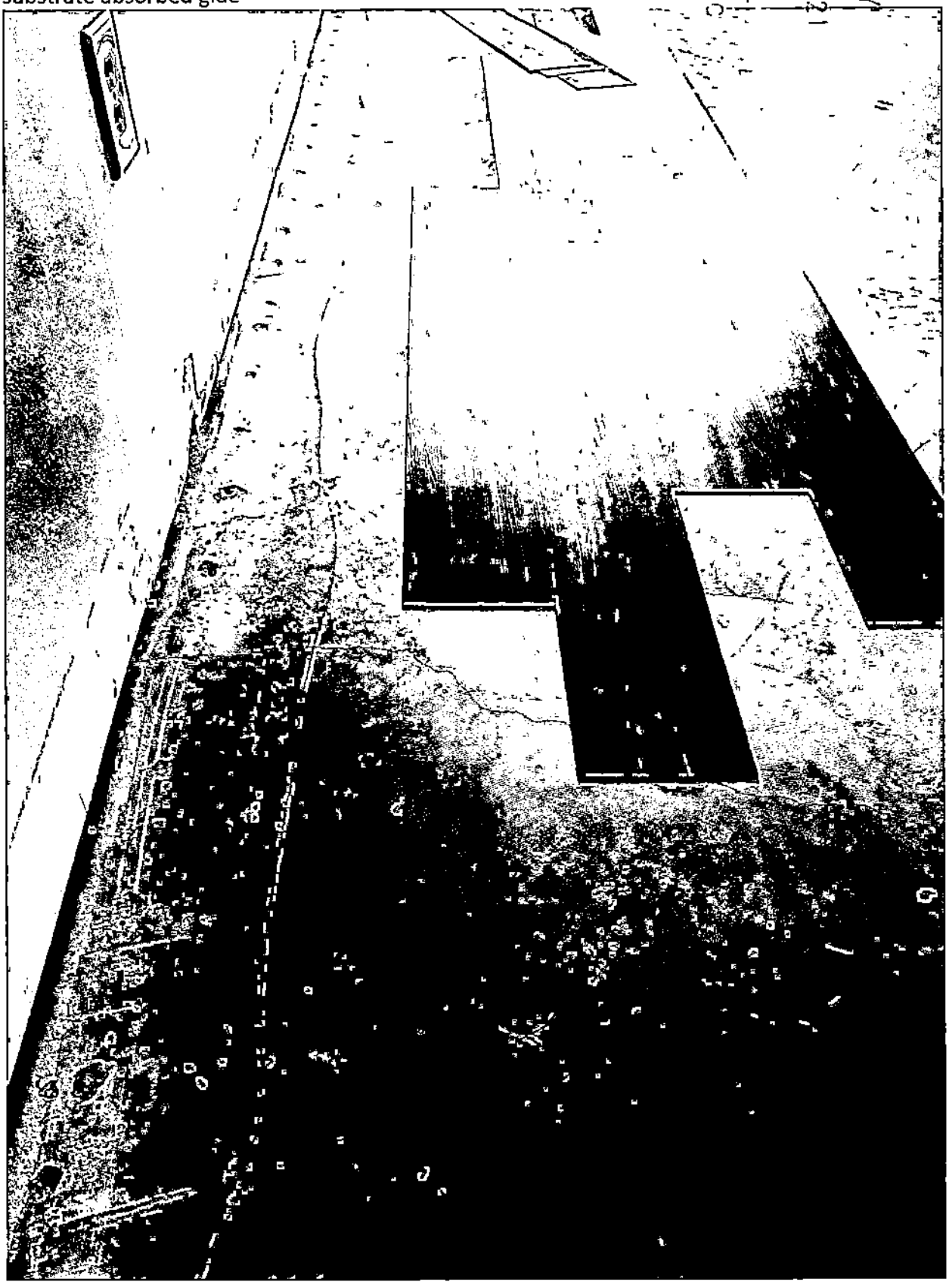
Picture 37: Material model



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Picture 38: Sub-floor cracks, holes, and deviations not appropriately prepped. Porous substrate absorbed glue



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Picture 39: Sub-floor cracks, holes, and deviations not appropriately prepped; porous substrate absorbed glue

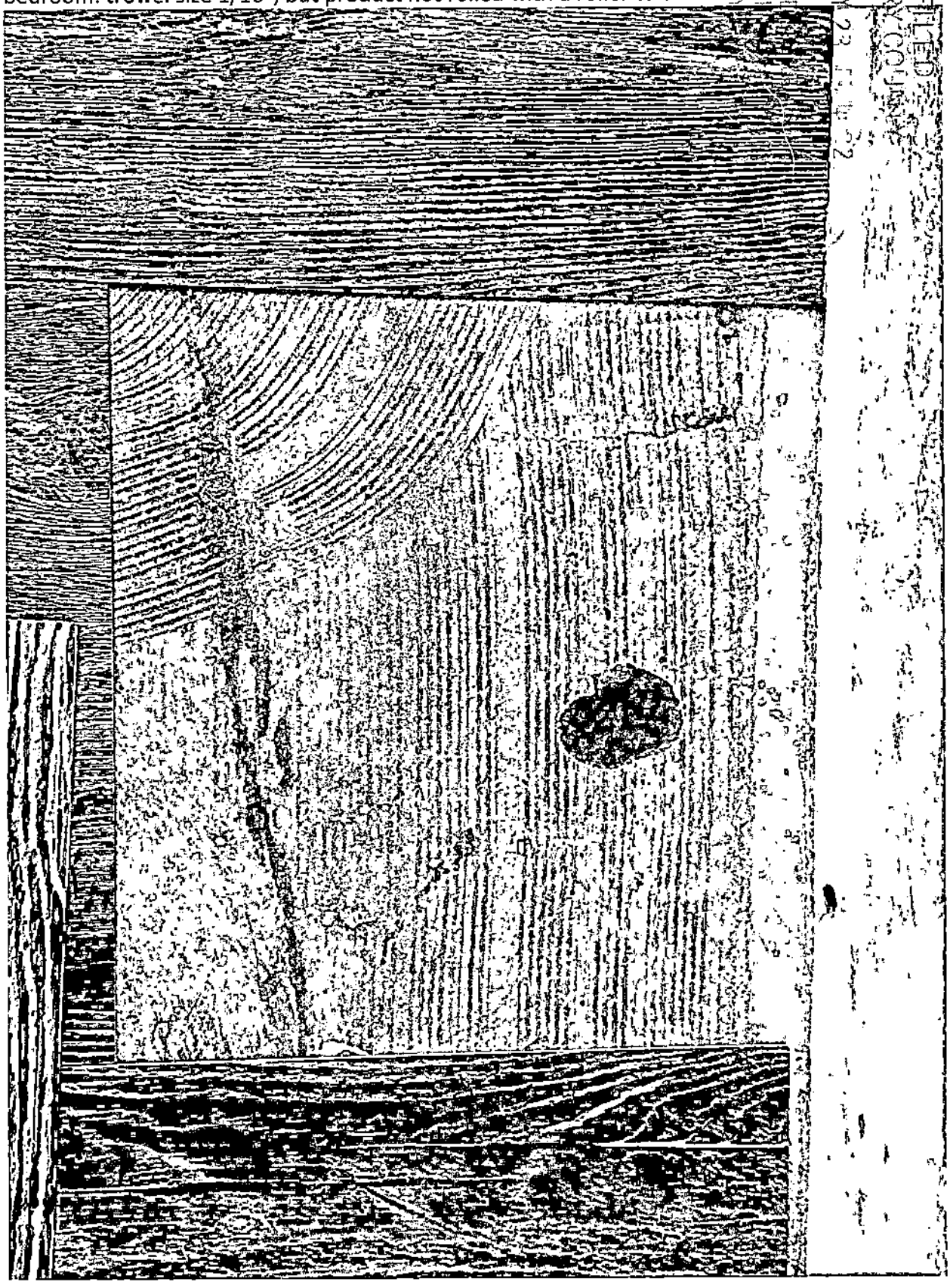


Picture 40: Sub-floor cracks, holes, and deviations not appropriately prepped. Porous substrate absorbed glue

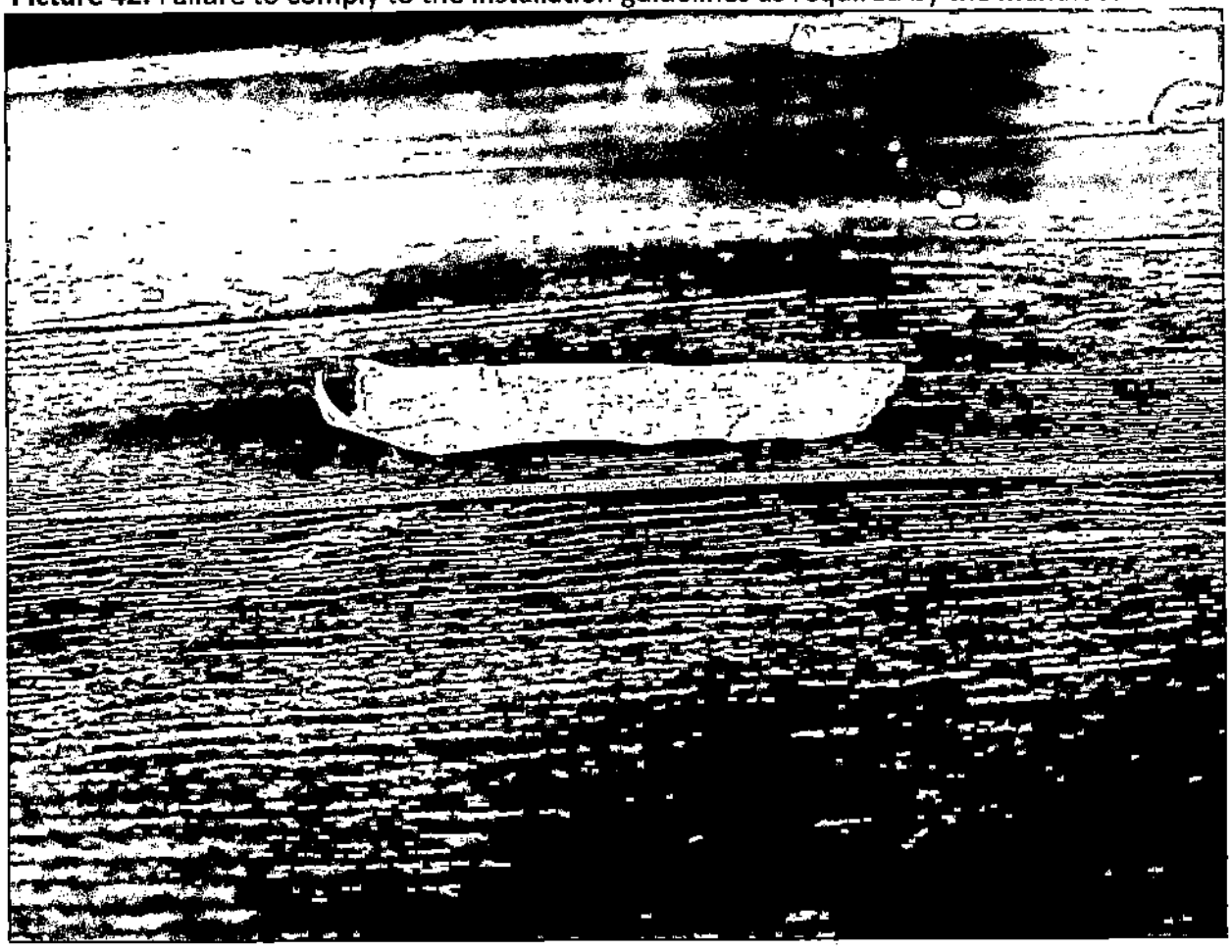


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Picture 41: Sub-floor cracks, holes, and deviations not appropriately prepped. Master bedroom: trowel size 1/16", but product not rolled with a roller to create transfer

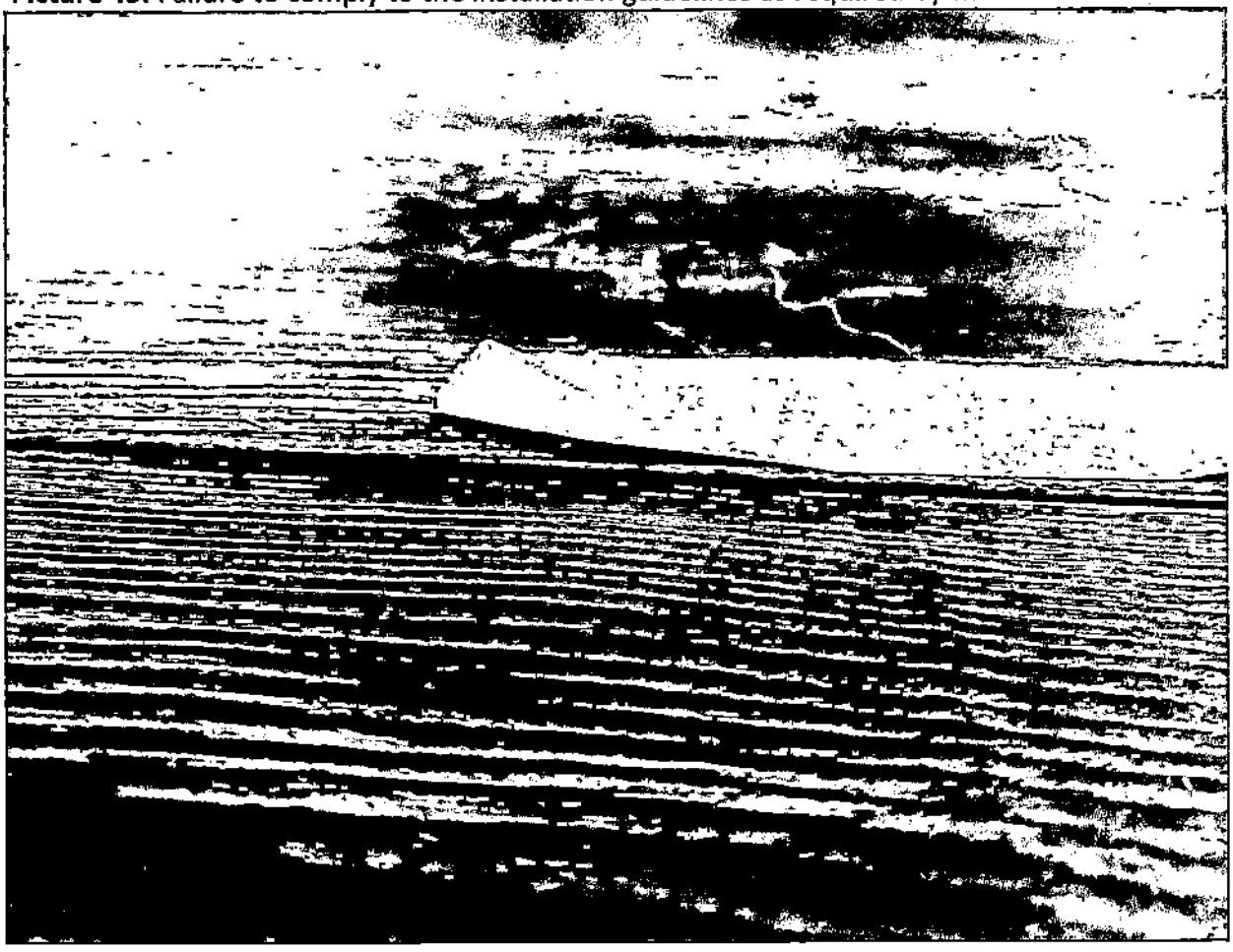


Picture 42: Failure to comply to the installation guidelines as required by the manufacturer



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Picture 43: Failure to comply to the installation guidelines as required by the manufacturer



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Picture 44: Failure to comply to the installation guidelines as required by the manufacturer



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Picture 45: This is a porpous substrate



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ITEM 11

Appellant’s Letter Submitting Exhibits Omitted in Lower Court’s Return (84 pages) (filed July 22, 2024).

STATE OF SOUTH CAROLINA	)	**2024CP2602983**
	)	COMMON PLEAS CASE UMBER
COUNTY OF **HORRY**	)	
	)	**2023CV261093695**
Olga Teslenko	)	MAGISTRATE CIVIL CASE NUMBER
APPELLANT	)	
	)	
VS.	)	IN THE COURT OF COMMON PLEAS
	)	
Carpet King & Flooring, Joe Kocsis	)	LETTER TO THE
RESPONDENTS	)	CLERK OF COURT

July 22, 2024

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2024 JUL 22 P 2:16
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HORRY COUNTY, SC

Mme. Rene N. Elvis,
Horry County Clerk of Court
P.O. Box 677
1301 2nd Avenue
Conway, South Carolina 29526

RE: Olga Teslenko, Appellant, VS. Carpet King & Flooring, Joe Kocsis, Respondent,

Dear Madame Clerk of Court,

I would like the Judge in my case to review the evidence which I submitted to the Magistrate, Honorable Judge Christopher Arakas, at my court hearing in the Magistrate Court, and which has been omitted in the return documents, returned by the Magistrate. Without this evidence, the matter of my appeal cannot be ascertained, and therefore a risk of miscarriage of justice exists. This evidence is included in a flash drive and printed documents the same way I submitted it to the Magistrate court originally. I would like to propose to include this evidence in the Record of Appeal as the evidence omitted in the Magistrate Return.

Sincerely,

Olga Teslenko, Appelant,
100 Fountain Pointe Ln, Unit 103,
Myrtle Beach, SC, 28578

July 22, 2024

Enclosed:
Flash drive
Olga Teslenko's Magistrate Court statement and supporting documents

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HORRY COUNTY
2024 JUL 22 P 2:
RENEE N. ELVIS
CLERK OF COURT
HORRY COUNTY, SC

Magistrate Court
Civil Case No:
2023CV2610936 95

March 27, 2024

From: Olga Teslenko, Plaintiff's Statement.

Your Honor, a flooring contractor, Mr. Joe Kocsis, who I paid $3400 to install direct glue vinyl plank flooring in two rooms in my condo, did not carry out his contract. Please see **Folder 1** for contract and payments, and **Folder VIDEO EVIDENCE** for video evidence.

I am aware of the South Carolina law which provides the contractor with the Right to Cure a defect. However, this is not a situation of a construction defect. On November 9, 2023, Mr. Kocsis violated all of the industry requirements for the installation of direct glue LVP flooring, and thus failed to carry out his contract. Nearly all of the planks Mr. Kocsis layed on the concrete slab in my condo, have lifted off within the first ten days after the installation. Please see **Folder 2** for my date-stamped pictures and videos, as well as the videos from the NFCA Reference Manual showing a failed bond test and a passed bond test, for comparison. I informed Mr. Kocsis of these problems, and on November 16, a week after his installation, he came to inspect it. During his inspection, Mr. Kocsis said that "this is normal", and admitted that they didn't prepare the concrete subfloor. Please see **Folder 3** for my date-stamped pictures of the concrete slab before and after the installation, as well as a photo from the NFCA Reference manual showing a properly prepared concrete slab, for comparison. During his inspection, Mr. Kocsis admitted that they did not roll the installation, which is one of the most crucial manufacturer's requirements, and finally agreed to return my money. Please see **Folder 4** for the audio record of Mr. Kocsis' inspection and admissions. The following day Mr. Kocsis changed his mind and tried to intimidate me into accepting his installation and into dealing with strange unknown people. I consulted the South Carolina Residential Construction Standards for Resilient Flooring, please see **Folder 5** for SC Residential Construction Standards, which are also included in your printed package. I also downloaded Shaw installation instructions, please see **Folder 6** for Shaw installation instructions, adhesive specifications, and material specifications, which are combined in a single document All Instructions and included in your printed package. Both the SC Residential Construction Standards and the manufacturer's instructions confirmed that this is not a defect but a complete material breach of contract. The SC Residential Construction Standards define loosening of the resilient flooring to be a defect only if it occurs after the normal warranty period of one year: "Resilient flooring should not loosen during the normal warranty period". As you can see in my date-stamped photos and videos, these planks not only loosened but came off. Normally, a bonded vinyl plank will not come off easily or in one piece if bonded properly, please see the Bond Test videos in **Folder 7** taken from the NFCA Reference Manual. I therefore filed a complaint with the South Carolina department of LLR, it is included in **Folder 8** on your flash drive, and hired an independent flooring inspector, recommended by the manufacturer and certified by FCITS. The complete inspection report is included in

Folder 9 on your flash drive as well as printed in full and included in your printed package. The Shaw-recommended, FCITS-certified independent inspector found that "all the problems at this jobsite indicate a failure to comply to the installation guidelines as required by the manufacturer. All the problems inspected are jobsite and installation related issues. The installers did not follow the required protocol and guidelines set forth by the manufacturers".

In addition, there was a strong smell of maryjuanna present on the day of the installation in my family room. This, and some other evidence discovered later (enclosed in **Folder 10**), suggested that Mr. Kocsis acted in bad faith from the beginning and his negligence was intentional. The fact remains that all of the area described in his offer **E176** has not been installed, as is confirmed by the independent inspection. I ask that Mr. Kocsis return the money I paid him for this failed installation and the money I paid to hire an independent inspector, $3830 in total, as soon as possible. I am disabled, my disability benefit is small, I need to recover this money in order to install flooring properly on the bare slab in my condo.

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Let me elaborate.

In October of last year, I collected bids to install glue-down LVP flooring, manufactured by Shaw, in two rooms in my condo. Half of my condo was already done in this same vinyl plank installed the same way (direct glue-down) several years ago by the previous owners. So I saved up enough money, and called several flooring contractors requesting bids to install the same model flooring in the rest of my condo. On 10/31, Mr. Joe Kocsis came to my home and presented himself the owner of Carpet King and Flooring. He conducted the necessary measurements and discussed with me my need to install this flooring correctly. He assured me he has the expertise, and the following day emailed me his offer #E176 for this LVP glue-down installation. I enclose here the Shaw Floors **"Installation Guidelines For Residential Resilient Direct Glue" installation method to show what is defined as LVP glue-down installation.** I accepted to Mr. Kocsis' offer, and asked Mr. Kocsis if it needed to be signed. He said he only needed my first payment, and the following day I delivered to Carpet King and Flooring my first payment of $1700.

On the day of the installation, on November 9 of last year, the LVP material was brought in at noon and installed immediately. At the end of the day Mr. Kocsis reported the installation to have been completed, and requested that I write out my second check to his name personally, which I did. Mr. Kocsis said he will come by the following day to install the end cap for the sliding door, which in his words was the only remaining part of the contract. The following day he reported ill and requested a week to get better. During that week all of the planks in my family room started to peel and lift off, as well as most of the planks in my master bedroom. I tripped over them, they squelched under foot, or they gaped in sight. I reported these problems to Mr. Kocsis, who came to inspect them on November 16, a week after the installation. Mr. Kocsis came bearing an end cap for the sliding door which he said needed to be installed to completely finish the contract. In Folder 4 on your flash drive I enclose a complete audio record of his

inspection. with short characteristic segments copied for convenience. During his inspection, Mr. Kocsis said that the peeling and lifting was the adhesive's fault, or that it was due to the old carpet glue which was on the subfloor, that this is normal and an easy fix, and that they can patch up the peeling spots, and they may need to bring a roller this time, which they didn't have before, but it looks like it would help, and if I insist they would even bring a straightedge, but that I shouldn't look for more peeling planks or collect them. I disagreed on all counts, pointing out that it looks like too little glue was used for this installation area because nearly every plank is peeling fully off. Then Mr. Kocsis admitted he is not the owner of Carpet King & Flooring, and asked if I would please give him a second chance. I explained that I am not in the position to give second chances, and requested that he return my money. Mr. Kocsis agreed to return my money. We agreed. However later that day, Mr. Kocsis sent me a text in which he again asked for the opportunity to "fix this". In the following few days, most planks lifted off with no glue on the back, while some planks had faint trowel marks which showed to be half of the required size and not rolled, yet other planks showed patches of old paint or old glue. I researched, and discovered that the concrete subfloor in my condo was not prepared to the Shaw instructions, that the wrong trowel size was used, which dispersed too little glue, and that the installed planks were not rolled, as required by the installation instructions. All of this failed to create adhesive transfer to the back of the planks. Since none of the installation has been done according to the industry guidelines and Shaw instructions, I refused to give Mr. Kocsis a second chance. This was a case of a completely breached installation, not a defect. I also understood that Mr. Kocsis knowingly acted in bad-faith from the beginning. I filed a complaint with the SC department of LLR, and filed a claim with this court. I sought the manufacturer's instructions and contacted Shaw customer support to obtain clarifications. Finally, I hired a Shaw-recommended FCITS-certified flooring inspector to conduct an independent inspection. The inspection found the following:

> The full length of the install was thirty-two feet and three inches, and the planks installed in this area were lifting and peeling up. The edges are continuously lifting throughout the installed areas and creating a severe tripping hazard.
>
> All the problems at this jobsite indicate a failure to comply to the installation guidelines as required by the manufacturer. All the problems inspected are jobsite and installation related issues. The installers did not follow the required protocol and guidelines set forth by the manufacturers.
>
> The substrate was not smooth, clean, and free from all foreign materials such as dust, old adhesive, old paint, etc. The porous and cracked concrete sub floor has absorbed the glue and the subfloor was not properly prepared for the luxury vinyl plank.
>
> The sub floor has depressions, dips, and valleys over 5/16" in a 6' radius. Pictures indicate the major floor deviations and dips that needed to be corrected prior to the install. All the perimeter tackstrip holes, cracks, and deviations were not appropriately patched, prepared, or primed.

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No bond testing was performed. Set a minimum of three planks in the adhesive overnight. If the planks are stuck, or the plank has adhesive transfer onto the back, this indicates a good bond.

Flooring material and adhesive must be acclimated to the installation area for a minimum of 48 hours prior to installation.

Substrate porosity was not determined. Wrong size trowel was used. The installers did not determine the porosity of the concrete subfloor and used the wrong trowel size in one room. The water drop test indicates this is a porous substrate. Vinyl tile and plank to be installed over a porous substrate require a 1/16" sq. notch trowel. This installer used a 1/32" trowel in the family room. This led to insufficient adhesive transfer to the backs of the planks.

This installation was not rolled. The trowel or glue did not appear pressed or smudged which would indicate that the products were not rolled with a 100lbs. roller to create transfer, as required by the manufacturer's instructions. After the installation of floor covering, roll floor covering with a 75-100lbs. roller. These installers did not roll the installed floor covering with a required roller. The installed planks did not have glue transfer on the back. The planks in the full length of the install were lifting and peeling up. The edges are continuously lifting throughout the installed areas and creating a severe tripping hazard.

The previously installed vinyl planks in the foyer were glued down using a 1/16" trowel, and rolled, and these planks are not peeling or lifting.

I have provided this court with several physical vinyl planks which were used in that installation, and which contain some traces of old paint, or wrong trowel marks, which can be ascertained with the two trowels included.

I have a neurological disability which makes it impossible for me to earn money now. I can only save money month to month but my Disability pension is very small. I must recover the money I paid Mr. Kocsis in order to install flooring properly in my condo. Your Honor, I am asking not only for the $3400 I paid Mr. Kocsis, but also for the $430 inspection fee, and I am asking you to include provisions for this money to be repaid promptly and definitely.

Thank you very much for your time and consideration,

Olga Teslenko

Dated: March 27, 2024

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South Carolina Residential Construction Standards

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CLERK OF COURT
HORRY COUNTY

The Residential Builders Commission of the South Carolina Department of Labor, Licensing and Regulation adopted the Residential Standards as the Guidelines by which all investigations shall be conducted, as approved July 26, 1995 and revised October 29, 1997.

Adopted by the Commission on February 18, 1998.

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RESILIENT FLOORING STANDARDS

Background

Resilient flooring includes inlaid, roto-vinyl, seamless sheet vinyl, and resilient vinyl composition tile.

All resilient flooring is subject to normal manufacturing tolerances and most particularly to dye lot variation affecting color, texture, and pattern. From time to time, patterns are taken off the market, which makes it impossible to exactly duplicate a material when none is available. The most common problem occurring when partial replacement is called for in repair is the inability to match closely in color due to variation from dye lot to dye lot. In the replacement or correction of resilient flooring, the owner must be prepared to accept a variation in dye lot, when the pattern is still in existence and is cautioned that a seam may show. When a repair is made, the smallest possible area should be repaired. Although the builder will attempt to match colors as closely as possible, the owner should note that the wax or vinyl dressing build-up on the existing areas, light variations, atmospheric conditions and other chemical reactions will produce a color variation, even within within the same dye lot. The owner can minimize this variation by removing any build-up and thoroughly cleaning the floor according to the flooring manufacturer's recommendations. Likewise, the color variations will become less noticeable with subsequent dressings and use of the floor.

The nature of resilient flooring makes possible permanent deformation of the surface when subject to high loads which can be exerted by furniture with improper floor protectors or no protectors at all. Manufacturer recommended protectors are a necessity. The protectors must rest flat on the floor, not at an angle. The maximum surface load per square inch must not exceed 75lbs. Narrow tipped or stiletto high heels will damage vinyl tile and all sheet vinyl flooring and would not be the builder's responsibility for repair. Because of this and the wear and tear caused by normal use of resilient flooring, no reasonable repair can be expected to restore perfectly the resilient flooring to a new, unused condition.

Resilient flooring is a manufactured product bought as a finished product, either in the form of squares or sheet goods, which is applied by the appropriate trade, predominantly with mastic directly over the surface prepared to accept it.

1. Common Defect or Problem

   Nail pops appear on the surface of resilient flooring.

   Performance Standard

   All nail pops should be repaired.

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Builder Repair Responsibility

Correct all nail pops which have not broken the surface of the goods by driving the nails back into place. Replace any areas where the nail pop has broken the surface. Replace sheet goods in the minimum area where the joint will not be readily noticeable where the nail pop broke the surface.

2. Common Defect or Problem

Seams or ridges appear in the resilient flooring due to subfloor irregularities.

Performance Standard

In the natural settling and shrinkage process, some mismatch of the subfloor may exhibit and mirror itself as ridges or depressions showing on the surface goods. This can be minimized by the customer in his selection of an embossed pattern in a darker color. In particular, lighter solid colors and/or smooth vinyl surfaces mirror any minor variations of the subsurfaces to which they are applied and emphasize this ridging. If the ridge or depression effect exceeds 1/8 " and cannot be corrected from below, the resilient floor must be corrected. The ridge measurements should be made by measuring the gap created when a 6"straight edge is placed tightly 3" on each side of the defect and the gap measured between the floor and the straight edge at the other end.

Builder Repair Responsibility

If ridge exceeds standard, builder to remove the sheet goods in the minimum area where the joint will not be readily visible when repaired, renail the subflooring, sand smooth and/or fill gap and replace the sheet goods. Owner should note that there may be a mismatch in materials due to time difference or dye lot variations. If the material is unavailable due to discontinuation, unless the owner will accept a repair with as closely matching materials as is currently available or correction by some other means, builder should credit the owner 1 ½ times the cost to repair if the material were available. This would be 1 ½ times the minimum service charge, plus the additional hourly labor charge and material cost need to make the repair.

3. Common Defect or Problem

Resilient flooring lifts, bubbles, or becomes unglued at joint.

Performance Standard

Resilient flooring should not loosen during the normal warranty period unless caused by the owner's negligence or excessive use of water.

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Builder Repair Responsibility

Providing edges are still intact, resecure the material. If not replace the minimum area as per standard #2.

4. Common Defect or Problem

Shrinkage gaps show in resilient flooring

Performance Standard

Gaps shall not exceed 1/16" in width in vinyl to vinyl joints. However, where dissimilar materials abutt, larger gaps may appear.

Builder Repair Responsibility

Correct to meet standard.

5. Common Defect or Problem

Flooring discoloration.

Performance Standard

Certain conditions and substance such as heat, oil, fertilizers, asphalt from driveways and driveway sealers with an asphalt or coal tar base, and some carpet dyes can cause permanent stains especially in traffic areas. The owners are also cautioned that the use of certain latex or rubber back throw rugs can cause discoloration of the resilient flooring due to a chemical reaction that occurs.

Builder Repair Responsibility

This is not a manufacturing defect nor the builder's responsibility, but is the owner's responsibility to protect these areas with doormats or proper rugs at each entrance. There are certain instances in which discoloration may be warranted by the manufacturer. Owner should contact the manufacturer for a determination under their warranty.

6. Common Defect or Problem

Fading of color of resilient flooring.

Performance Standard

Exposures to excessive direct sunlight through glass sliding doors, for example, can cause fading or discoloration.

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Builder Repair Responsibility

This is not a manufacturing defect nor the builder's responsibility, but is the owner's responsibility to protect these areas by the use of drapes or blinds during times of direct sunlight exposure. Resilient flooring is no different in this instance than any drapes, furniture or carpeting in the home.

7. Common Defect or Problem

Heel marks, burns, scratches, scuffs and indentations on resilient flooring.

Performance Standard

All of the above items are caused by the owner use and abuse.

Builder Repair Responsibility

None, unless problems are relayed to the builder in writing prior to occupancy or noted during walk-through. If builder is notified prior to occupancy or at walk-through, it is builder's responsibility to repair. If it occurs after that time, it is the responsibility of the homeowner.

8. Common Defect or Problem

Wear on surface or loss of sheen on resilient flooring.

Performance Standard

Depending on the type of product, owner to refer to manufacturer's warranty.

Performance Standard

Builder Repair Responsibility

None

9. Common Defect or Problem

Floors squeak

Performance Standard

Floor squeaks are common to new construction and a squeak-proof cannot be guaranteed.

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Builder Repair Responsibility

Builder should try to minimize the floor squeaks and must correct if caused by a construction defect. It should be noted that second floor repair would be surface nailing in carpeted areas and impossible in vinyl and ceramic areas.

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Tony Jones Flooring Inspections
142 Benjamin Horne Ln.
Richlands, NC 28574
Phone: (910) 340-5898
Email: tony_jones04@yahoo.com

Date: 01/29/2024

Manufacturer: SHAW INDUSTRIES INC.

Dealer: _____ **Phone #:** _____

Consumer: OLGA TESLENKO **Phone #:** (510) 388-2780

Address: 100 FOUNTAIN POINTE LANE, UNIT 103

City: MYRTLE BEACH **State:** S.C. **Zip:** 29579

Claim #: 012924 **Install Date:** 11/09/2023

Type: Style #: PRIME PLANK Color #: 00717
LVP

Face Content: _____ **Yards Installed:** 525 SQ. FT.

Facility: RESIDENTIAL HOME

Method: DIRECT GLUE DOWN

Heat/Air Type: CENTRAL FORCED AIR

No. of Adults: ONE **No. of Children:** NONE

Complaint: PEELING PLANKS, BUBBLES, AND LIFTING

This Prime Plank flooring was installed on November 9th, 2023, in a residential home with a concrete slab foundation. The product under inspection is a glue down 7" x 48" x 2mm luxury vinyl plank color: tattered barnboard. The installation took place in the family room, master bedroom, and two closets of this residence, which is in Myrtle Beach, South Carolina. Ms. Teslenko was present during this inspection on Friday morning at 10:30a.m., February 2nd, 2024.

The customer is concerned that the industry guidelines were not followed and now the planks are peeling, bubbling, and lifting off the substrate. The porous and cracked concrete sub floor has absorbed the glue and the subfloor was not properly prepared for the luxury vinyl tile (picture 1, 2, & 3). The full length of the install was thirty-two feet and three inches, and the planks installed in this area were lifting and peeling up (picture 4, 5, & 6). A non-invasive Floor Dot meter found excessively high moisture above 15% (picture 7). The air temperature was 65.3F with 42.7% humidity (picture 8). The floor temperature was 62.2F in the shaded areas of the living room (picture 9). The air temperature was 64.9F with 43% humidity in another section of the room (picture 10). A non-invasive Wagner meter found excessive moisture of 15.4% in the family room (picture 11). The floor temperature was 62.9F in the direct light of the bedroom (picture 12). The edges are continuously lifting throughout the installed areas and creating a severe tripping hazard (picture 13,14,15, &16). The butt end joints are gapped 1/16" in the family room and master bedroom (picture 17,18, &19). The sub floor has depressions, dips, and valleys over 3/16" in a 6' radius (picture 20 & 21). The installed planks did not have glue transfer on the back (picture 22). The non-invasive Wagner meter found excessive moisture of 16.7% in the front corner of the family room (picture 23). Pictures indicate the major floor deviations and dips over 5/16" on the perimeter that needed to be corrected prior to the install (picture 24, 25, 26, 27, 28, & 29). The previously installed vinyl planks in the foyer were glued down using a 1/16" x 1/16" trowel and these planks are not pulling or lifting (picture 30). The recently installed planks in the family room were glued down with a 1/32" x 1/32" trowel (picture 31) and the master bedroom planks were glued down with a 1/16" x 1/16" trowel (picture 41). The substrate was not smooth, clean, and free from all foreign materials such as dust, old adhesive, etc. (picture 32 & 33). The trowel or glue did not appear

pressed or smudged which would indicate that the products were not rolled with a 75-100lbs.roller to create transfer (picture 34, 35, & 36). The box label indicates this is item: V061600717—VE180 (picture 37). All the perimeter tackstrip holes, cracks, and deviations were not appropriately patched, prepared, or primed (picture 38, 39, 40, and 41). All the problems at this jobsite indicate a failure to comply to the installation guidelines as required by the manufacturer (picture 42, 43, 44). The water drop test indicates this is a porous substrate (picture 45).

CONCLUSION:

No manufacturer related problems were found at the time of inspection. All the problems inspected are jobsite and installation related issues. The retailer/installers did not follow the required protocol and guidelines set forth by the manufactures. The following procedures were not followed:

All substrates to receive moisture sensitive floor must be tested for moisture. All concrete substrates should be tested for IRH (Internal Relative Humidity). If the IRH is too high this can lead to mold, mildew, and other environmental issues. If the IRH is excessive then the concrete substrate should be sealed with an epoxy sealer.

All substrates shall be smooth, structurally sound, permanently dry, clean, and free of all foreign material such as old adhesive residue, etc. As seen in the previous pictures the substrate was not clean.

All concrete floors shall be flat and smooth within 1/8" in 6 feet. The use of cementitious patching and leveling compounds is required to fill in low depressions, dips, and cracks. All high spots shall be grinded down.

Perform bond testing to determine compatibility of adhesive to the substrate. Set a minimum of three planks in the adhesive overnight. If the planks are stuck, or the plank has adhesive transfer onto the back this indicates a good bond.

Porosity—water drop test will help determine porosity of the concrete. Knowing the porosity of the substrate will determine the how much glue and what size trowel to use. It is the flooring installer's responsibility to make sure these tests have been conducted, and that the results are acceptable prior to installing the floor covering. Flooring material and adhesive must be acclimated to the installation area for a minimum of 48 hours prior to installation. Vinyl tile and plank to be installed over a porous substrate require a 1/16" x 1/16" x 1/16" sq. notch trowel. After the installation of floor covering, roll floor covering with a 75-100lbs. roller.

CCIA Member: Troy L Jones

Inspection Agency: F.C.I.T.S.

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Picture 1: Porous and cracked subfloor absorbed glue



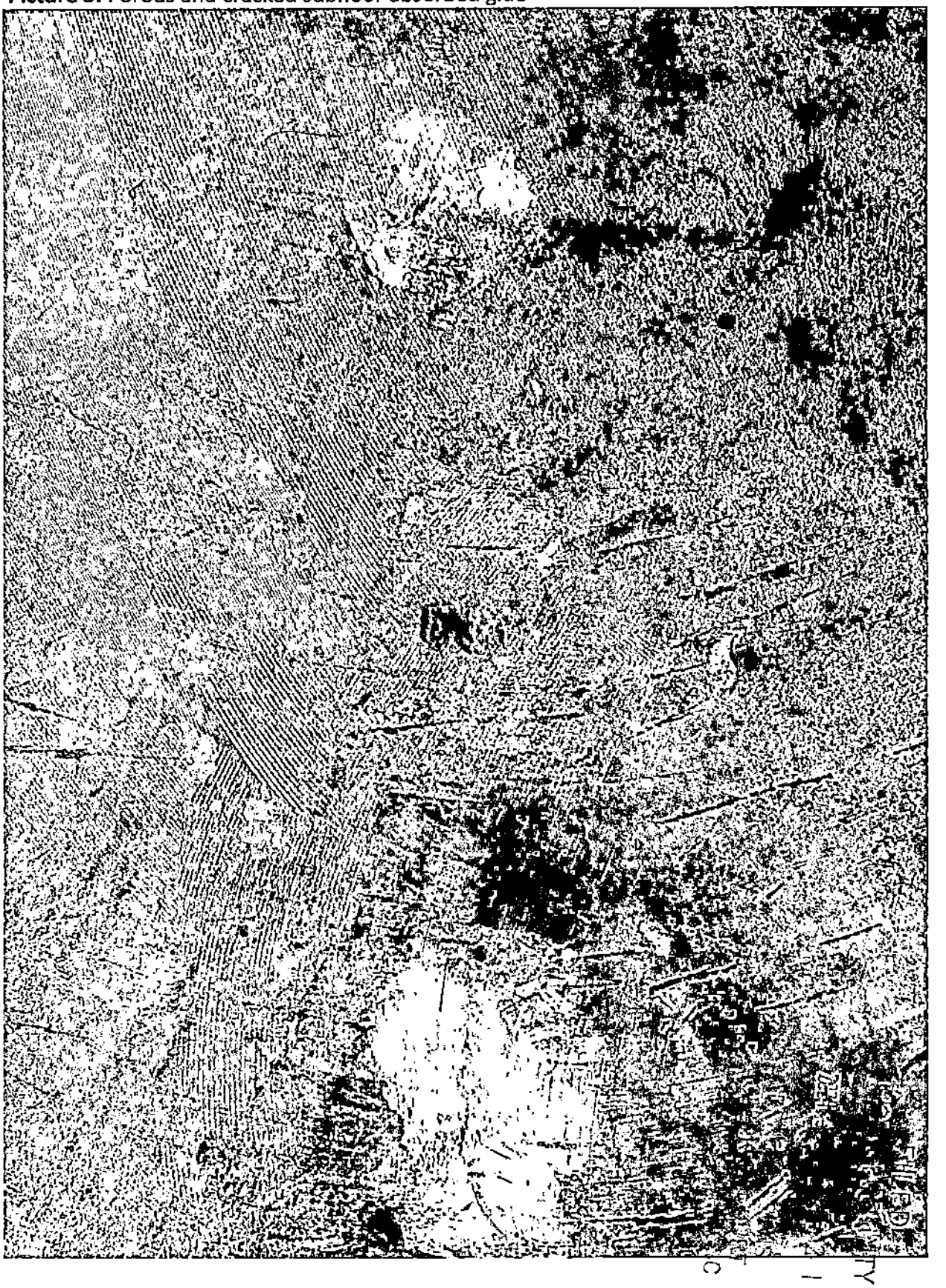
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Picture 2: Porous and cracked subfloor absorbed glue

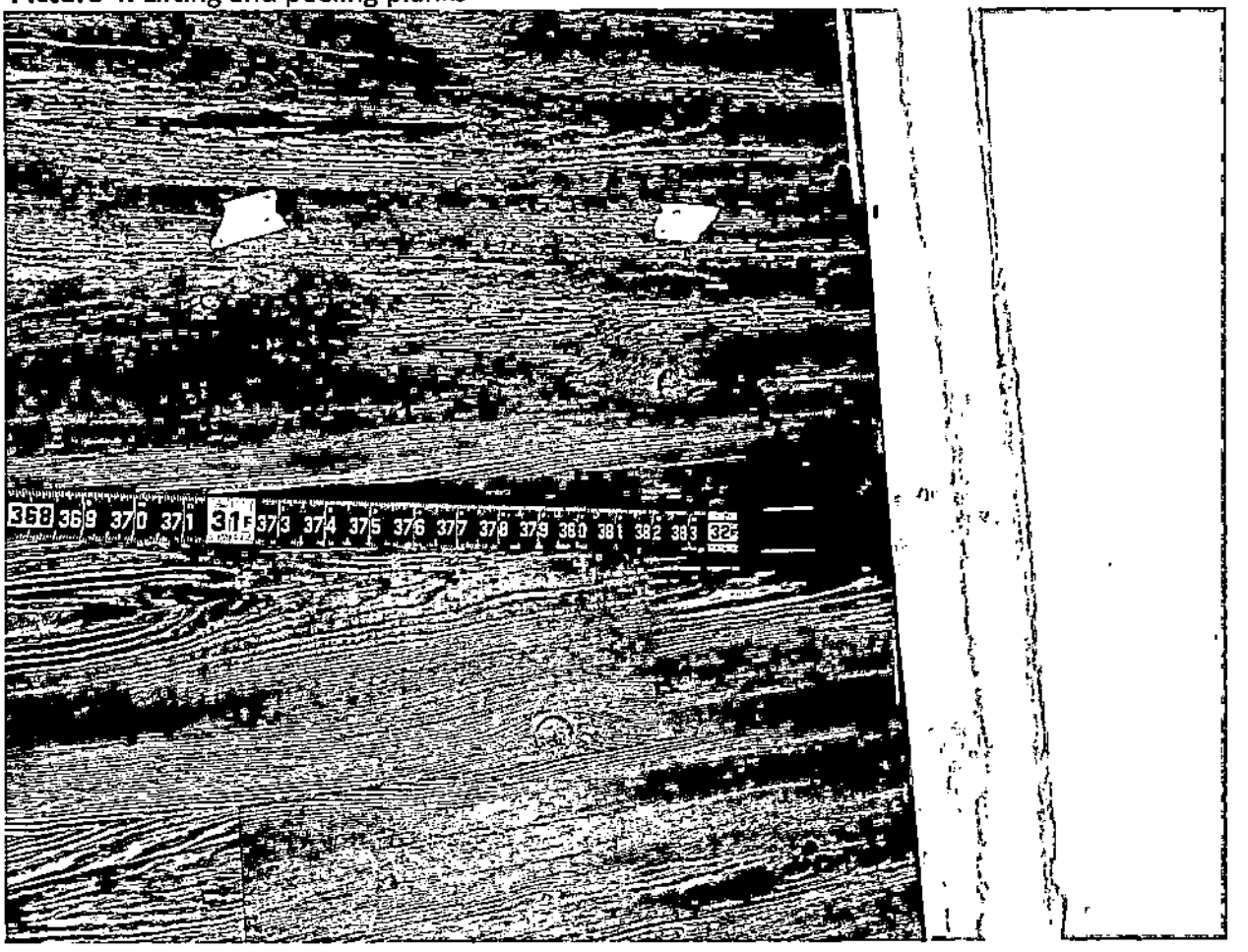


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Picture 3: Porous and cracked subfloor absorbed glue

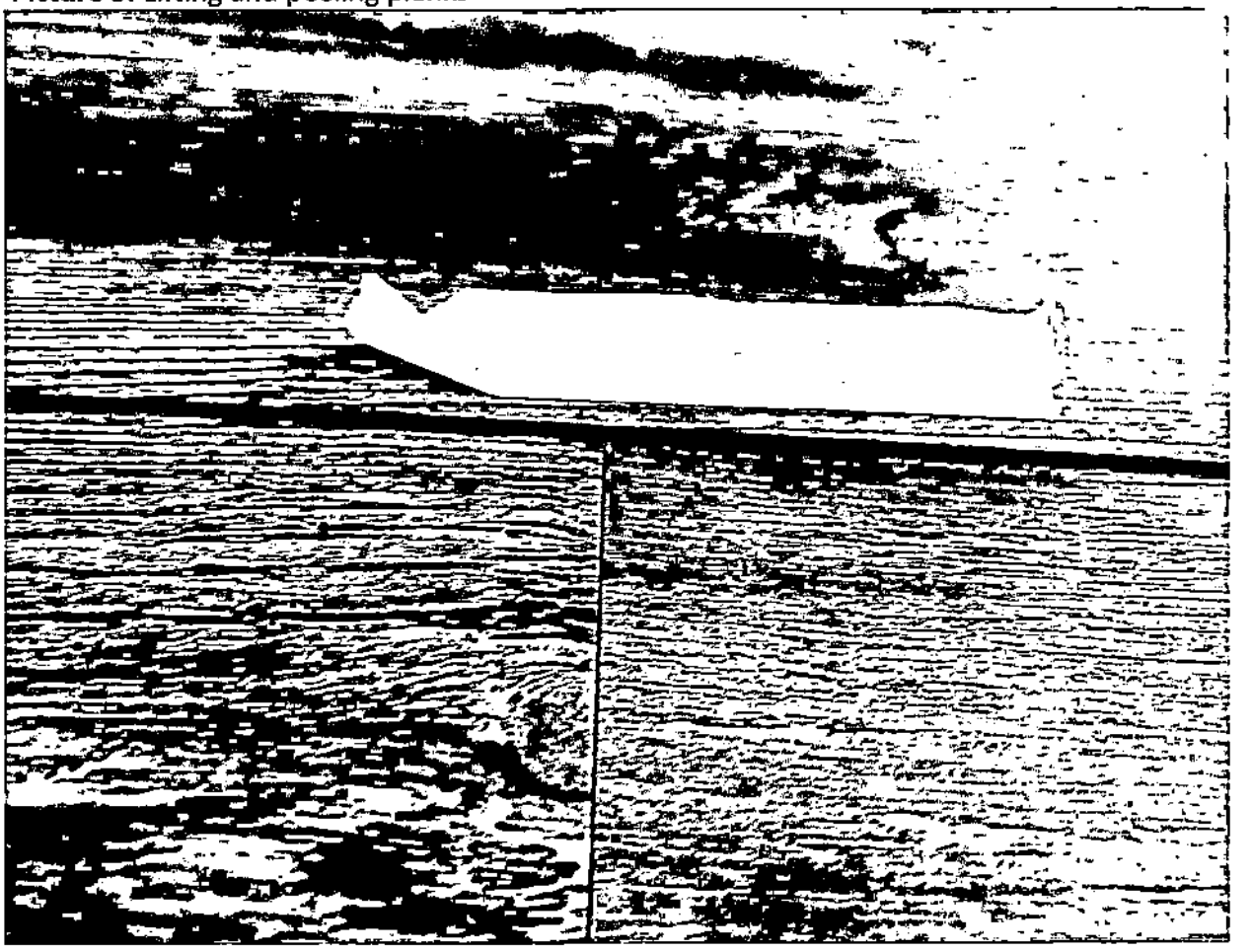


Picture 4: Lifting and peeling planks



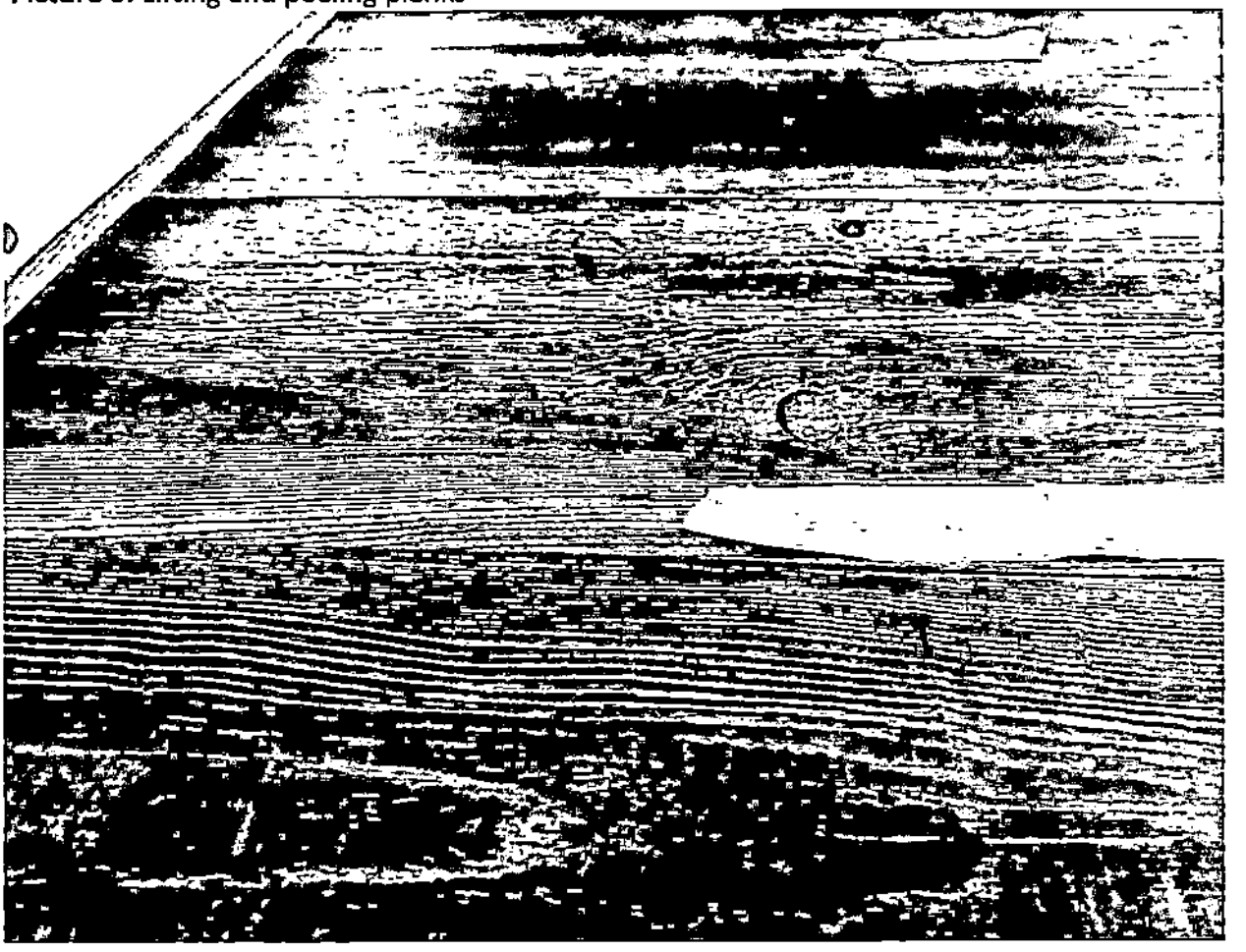
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Picture 5: Lifting and peeling planks



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Picture 6: Lifting and peeling planks



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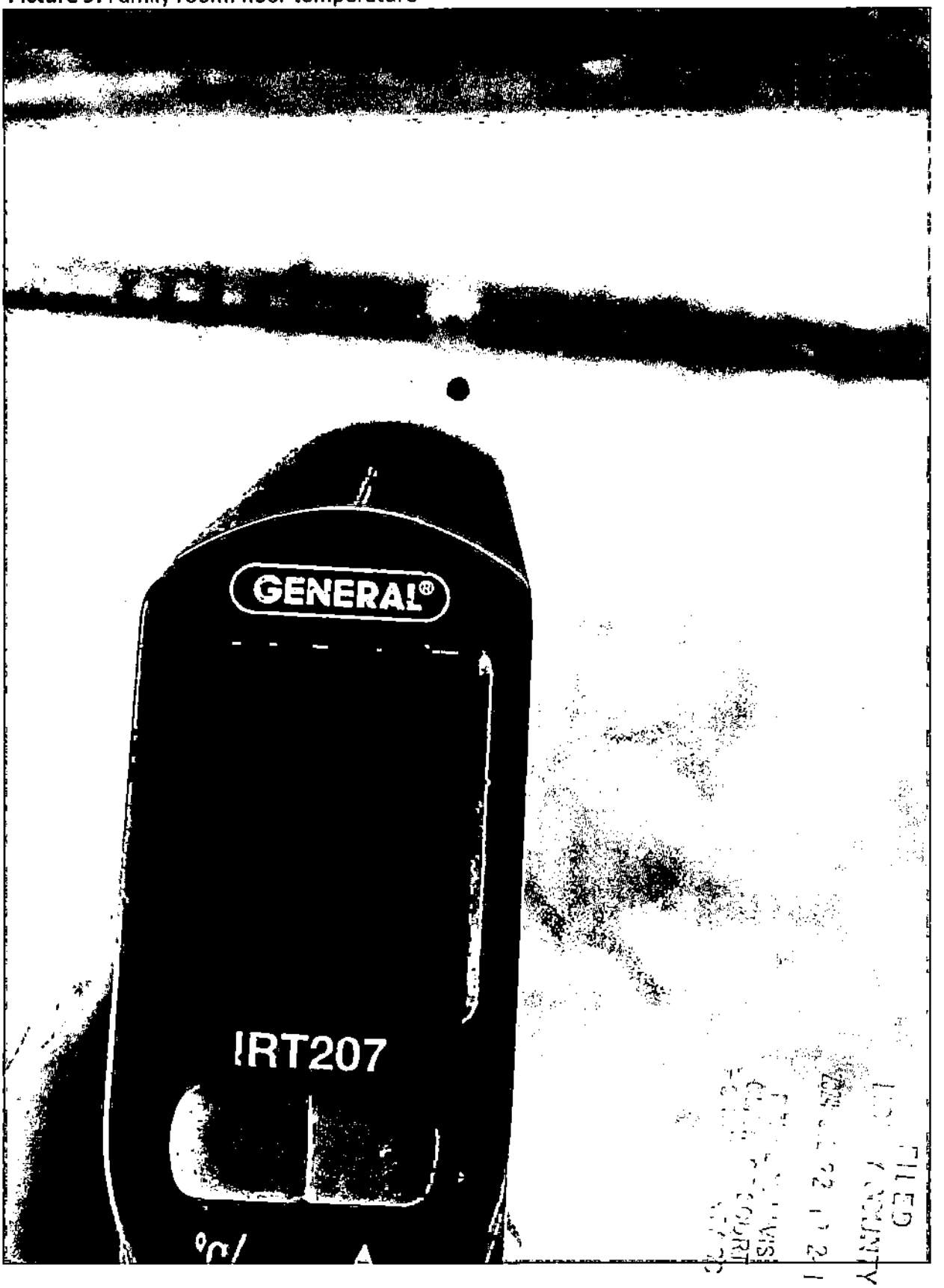
Picture 7: Family room: subfloor moisture



Picture 8: Family room: air temperature and humidity



Picture 9: Family room: floor temperature



Picture 10: Master bedroom: air temperature and humidity



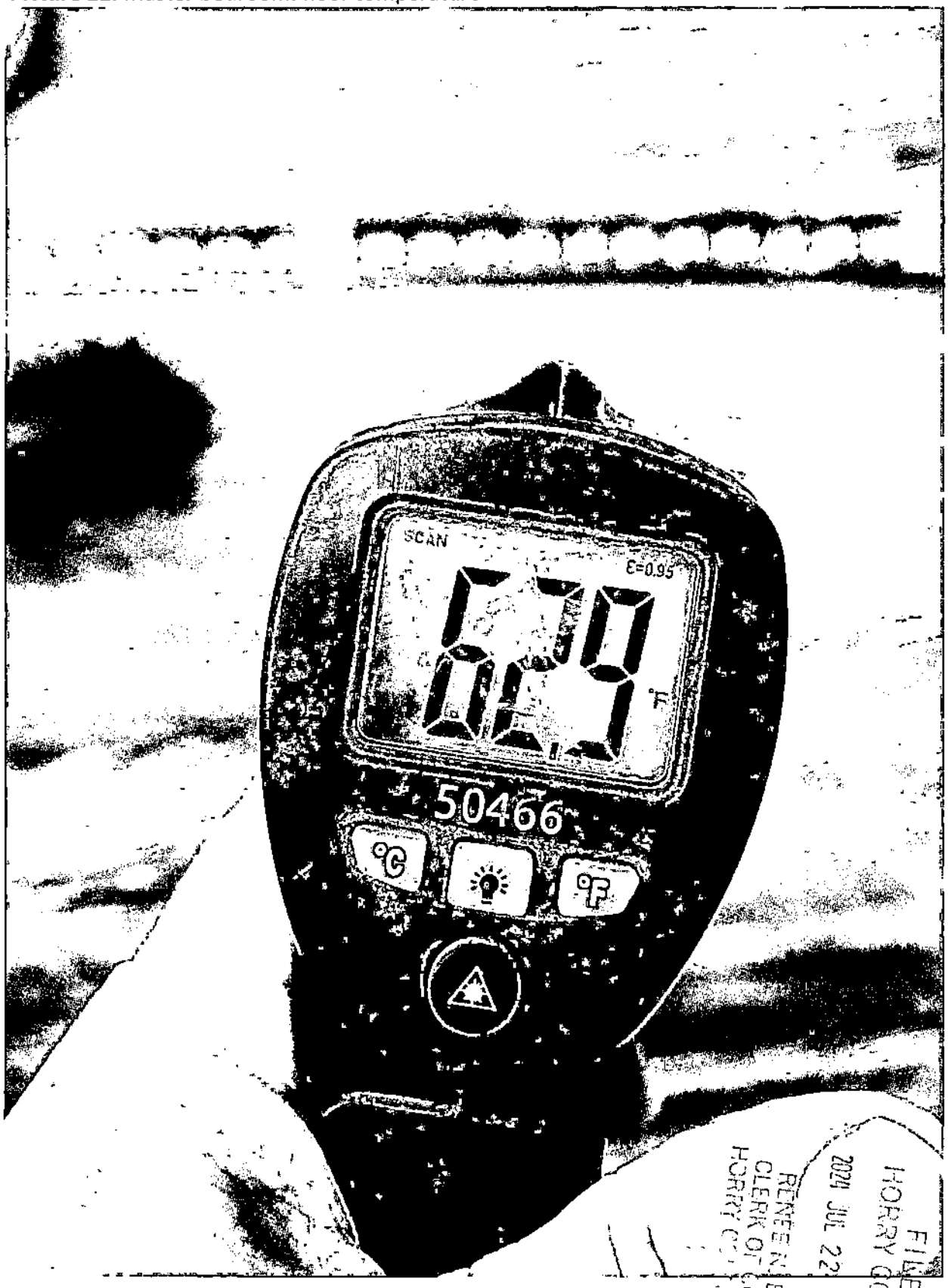
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Picture 11: Family room: subfloor moisture



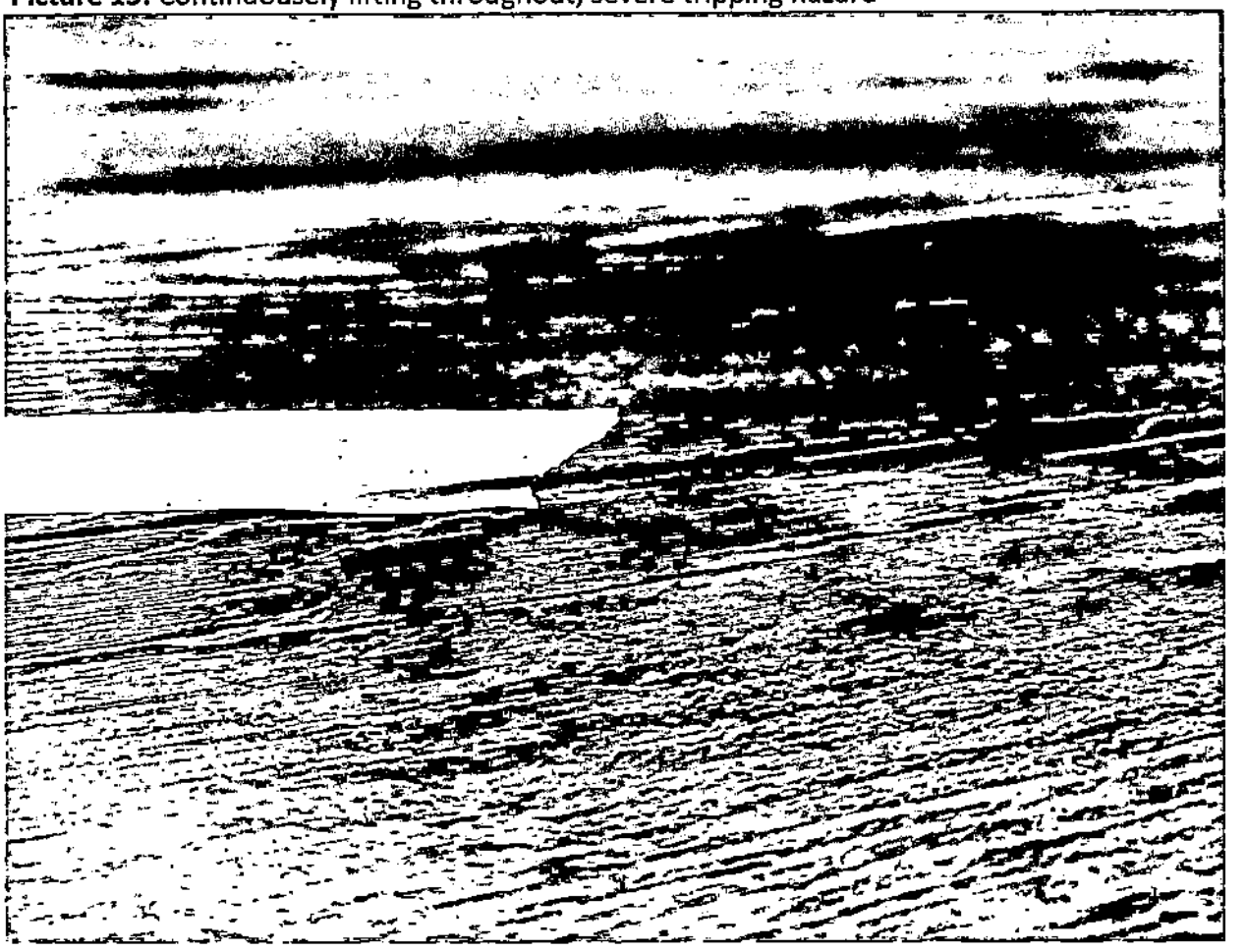
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Picture 12: Master bedroom: floor temperature



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Picture 13: Continuousely lifting throughout, severe tripping hazard



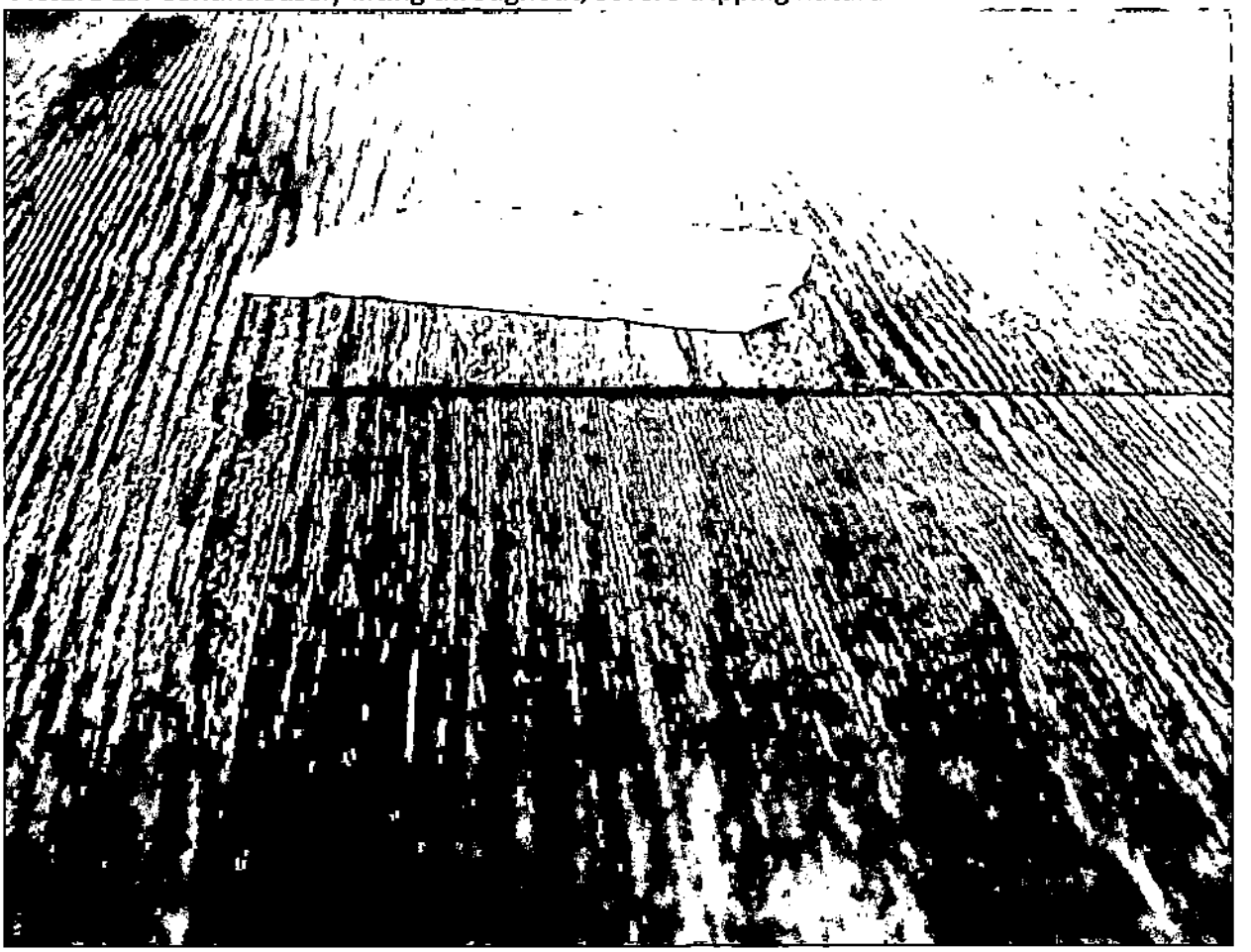
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Picture 14: Continuousely lifting throughout, severe tripping hazard



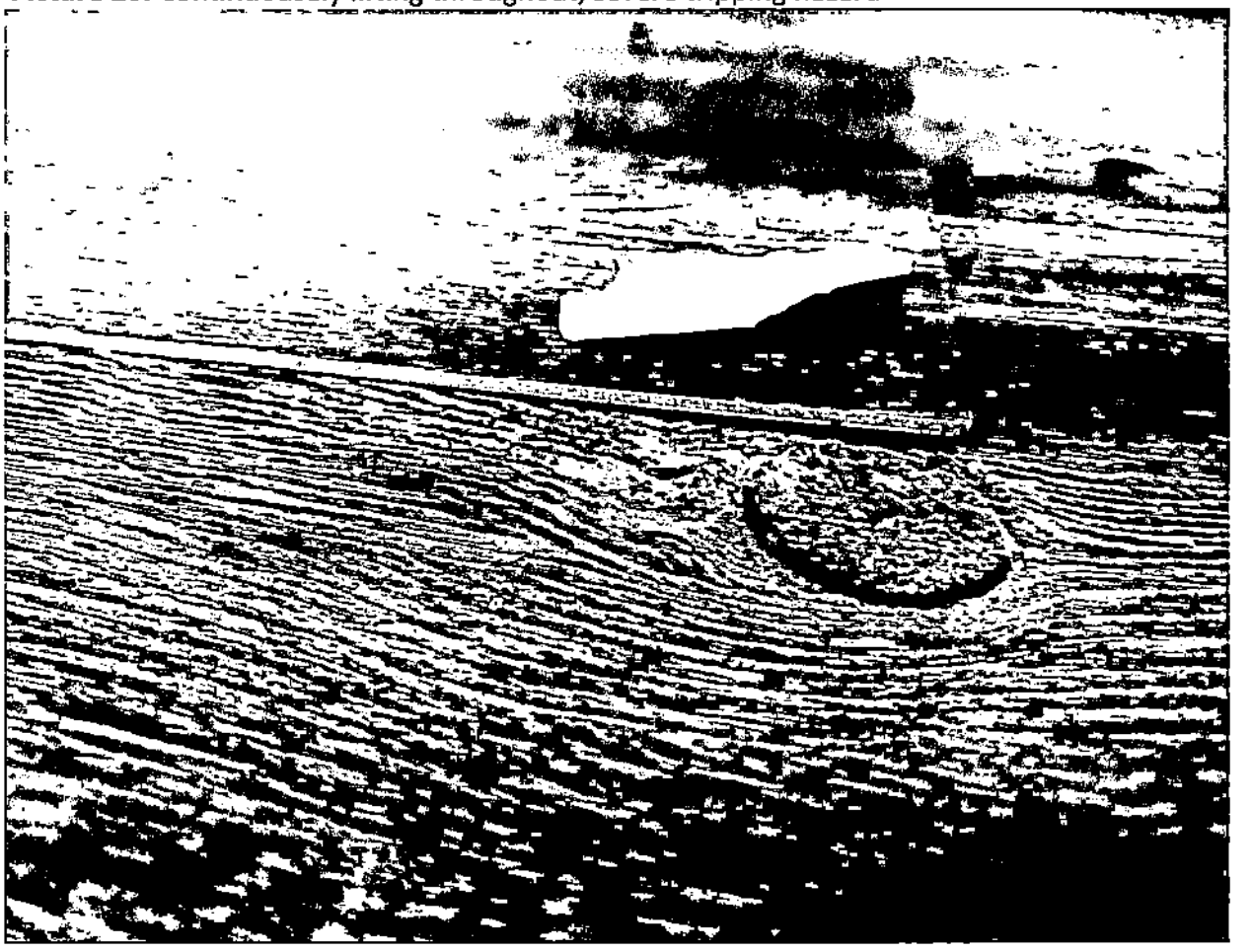
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Picture 15: Continuousely lifting throughout, severe tripping hazard



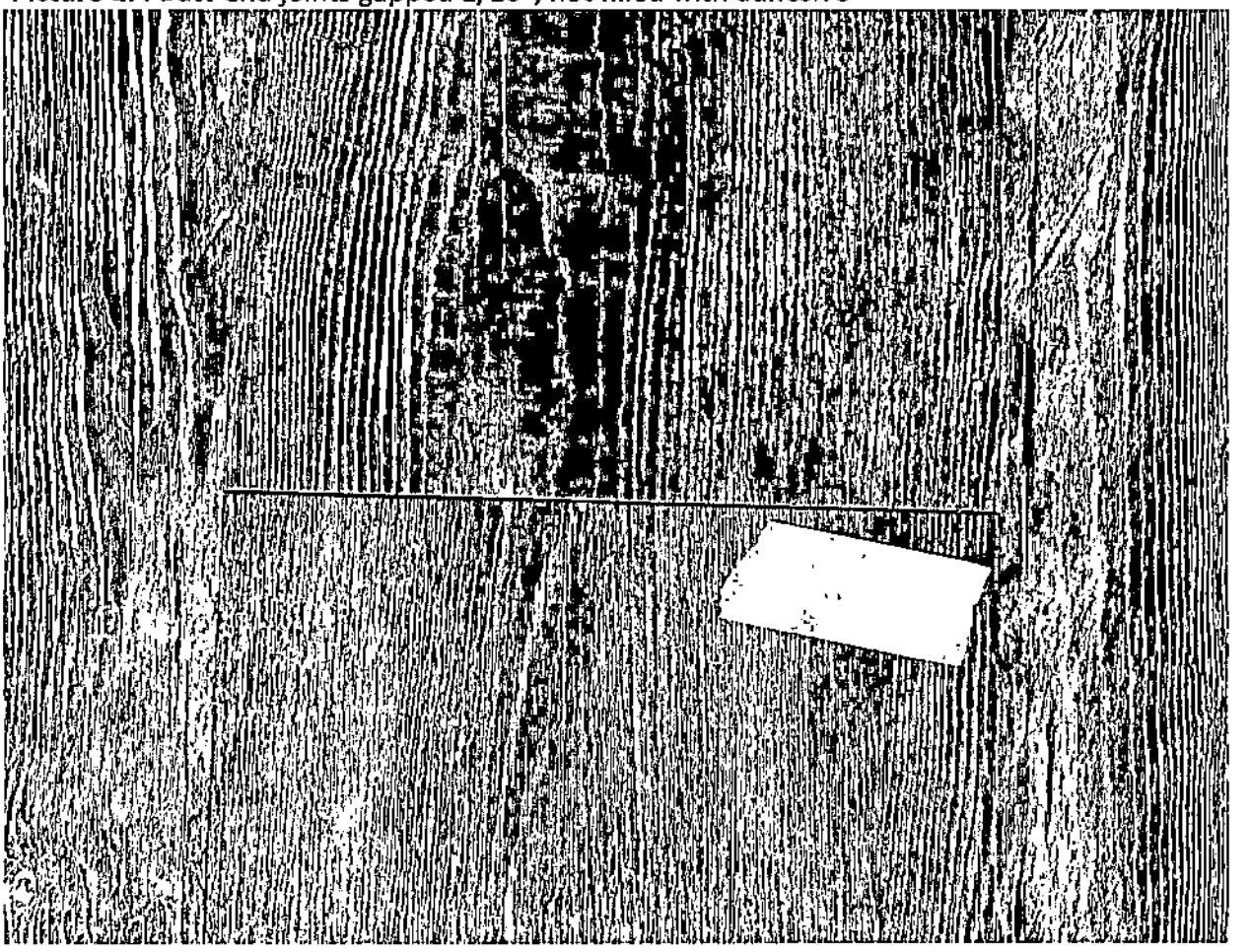
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Picture 16: Continuousely lifting throughout, severe tripping hazard



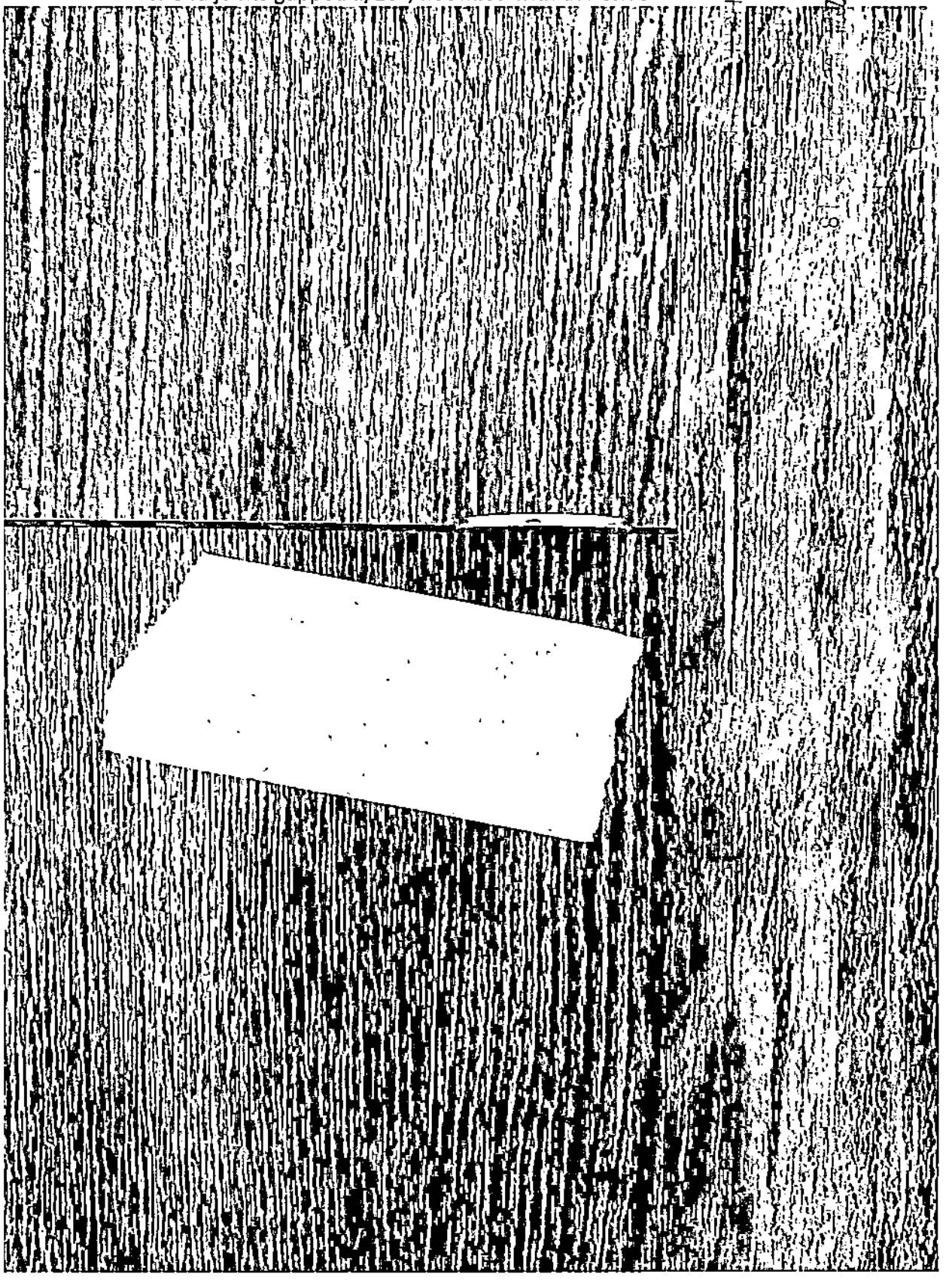
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Picture 17: Butt-end joints gapped 1/16", not filled with adhesive

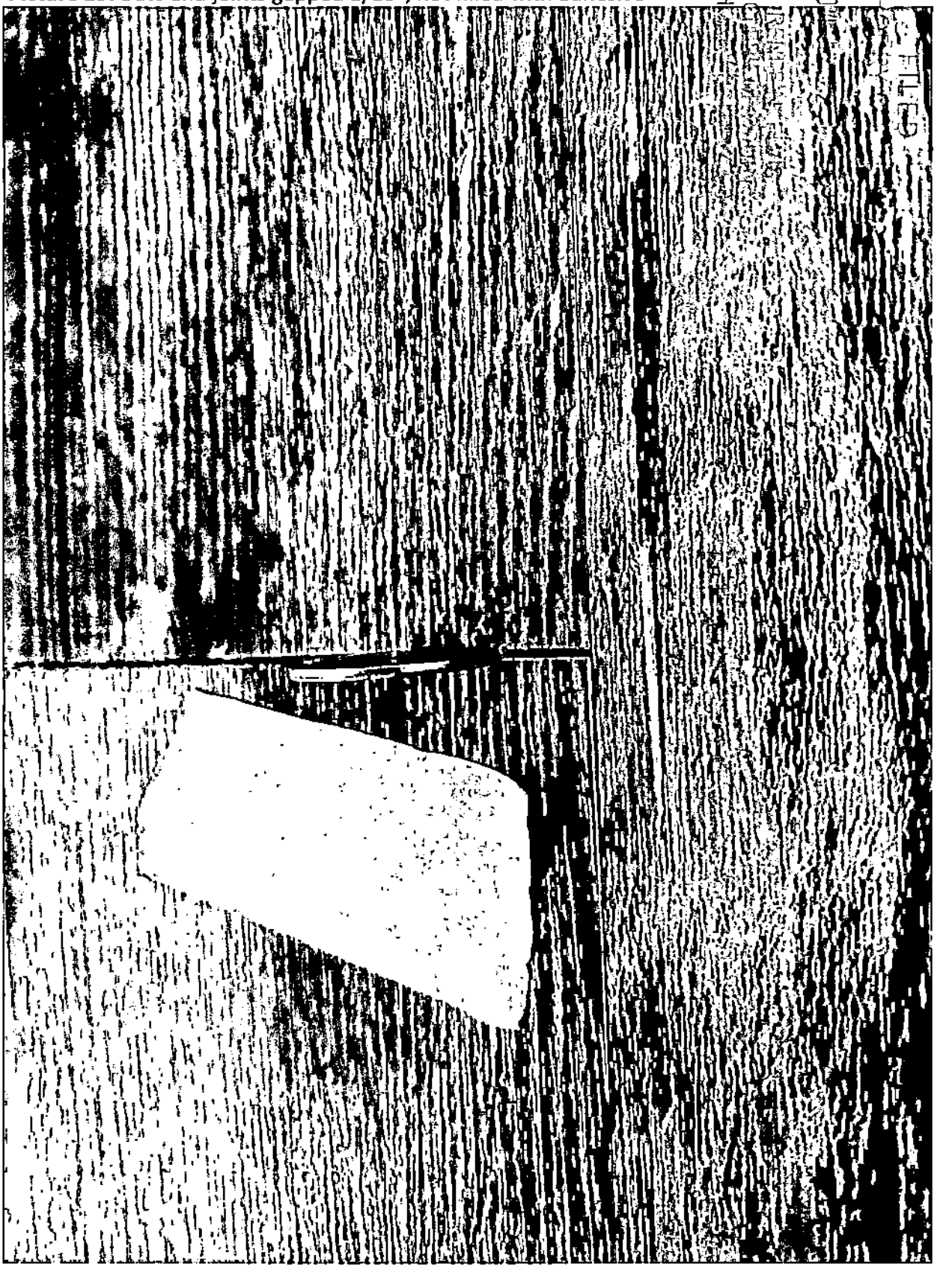


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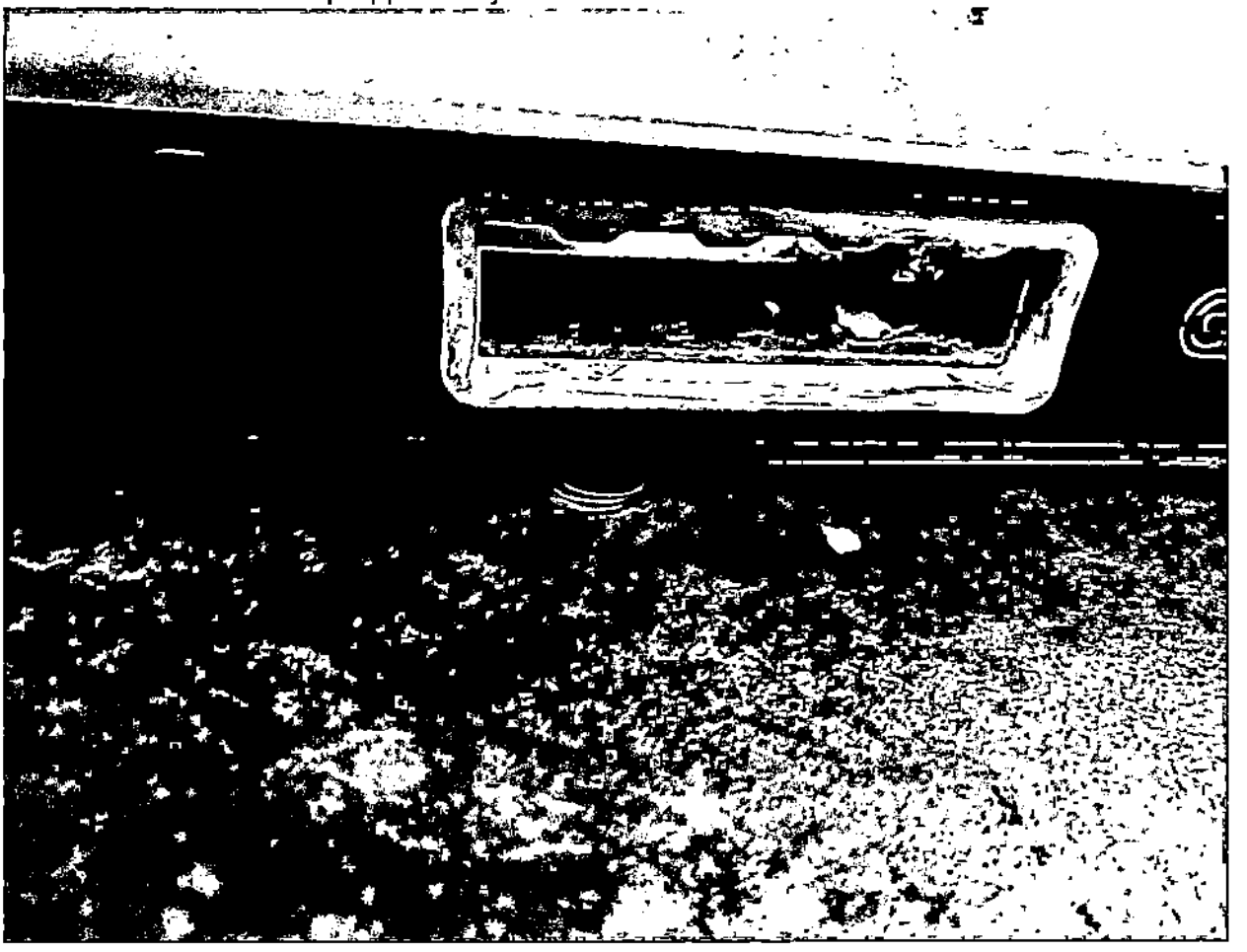
Picture 18: Butt-end joints gapped 1/16", not filled with adhesive



Picture 19: Butt-end joints gapped 1/16", not filled with adhesive



Picture 20: Subfloor not prepped: major deviations



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Picture 21: Subfloor not prepped: major deviations



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Picture 22: Insufficient glue transfer to back of planks



Picture 23: Excessive moisture in front corner of family room



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Picture 24: Sub-floor not prepped: major deviations



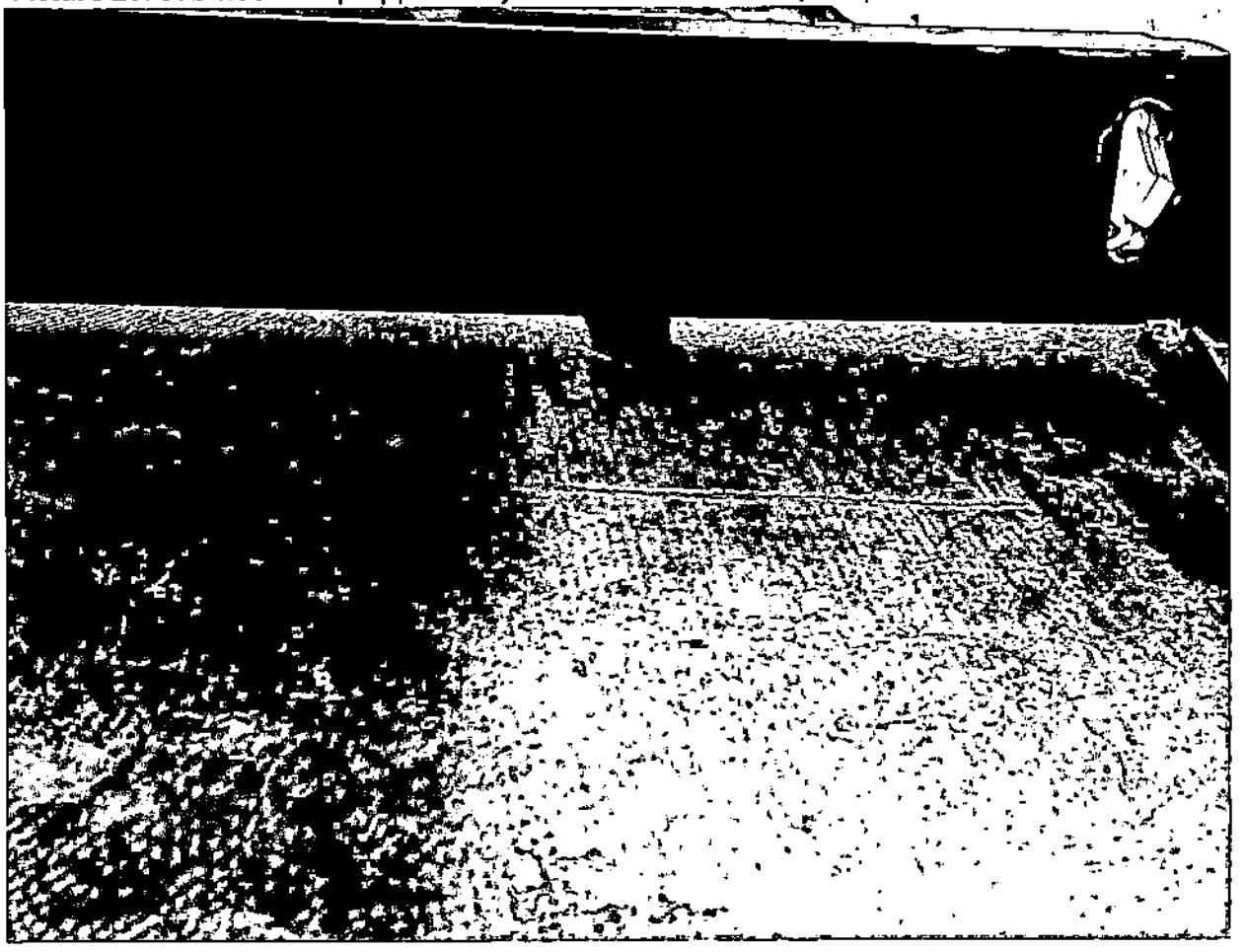
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Picture 25: Sub-floor not prepped: major deviations



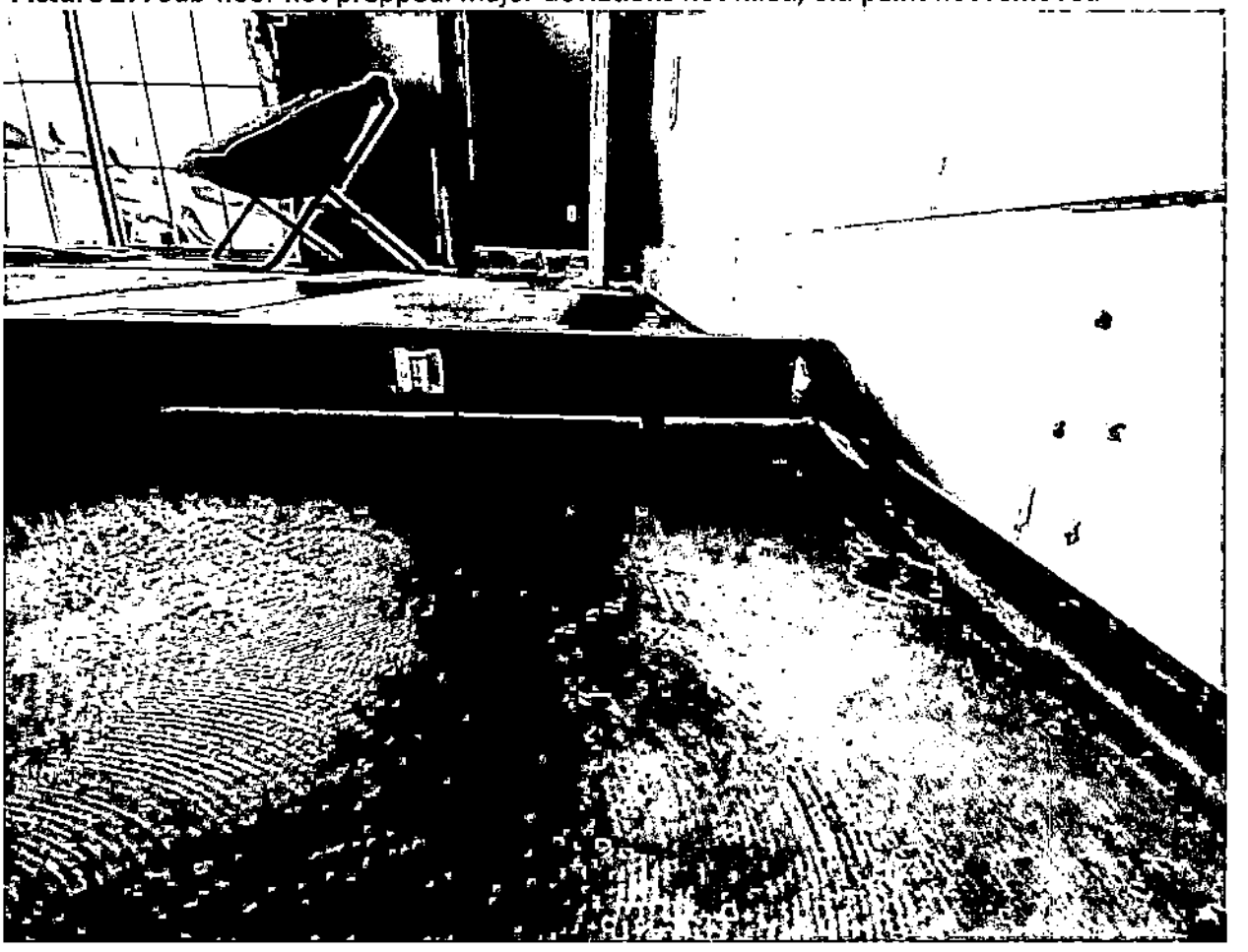
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Picture 26: Sub-floor not prepped: major deviations not filled, old paint not removed



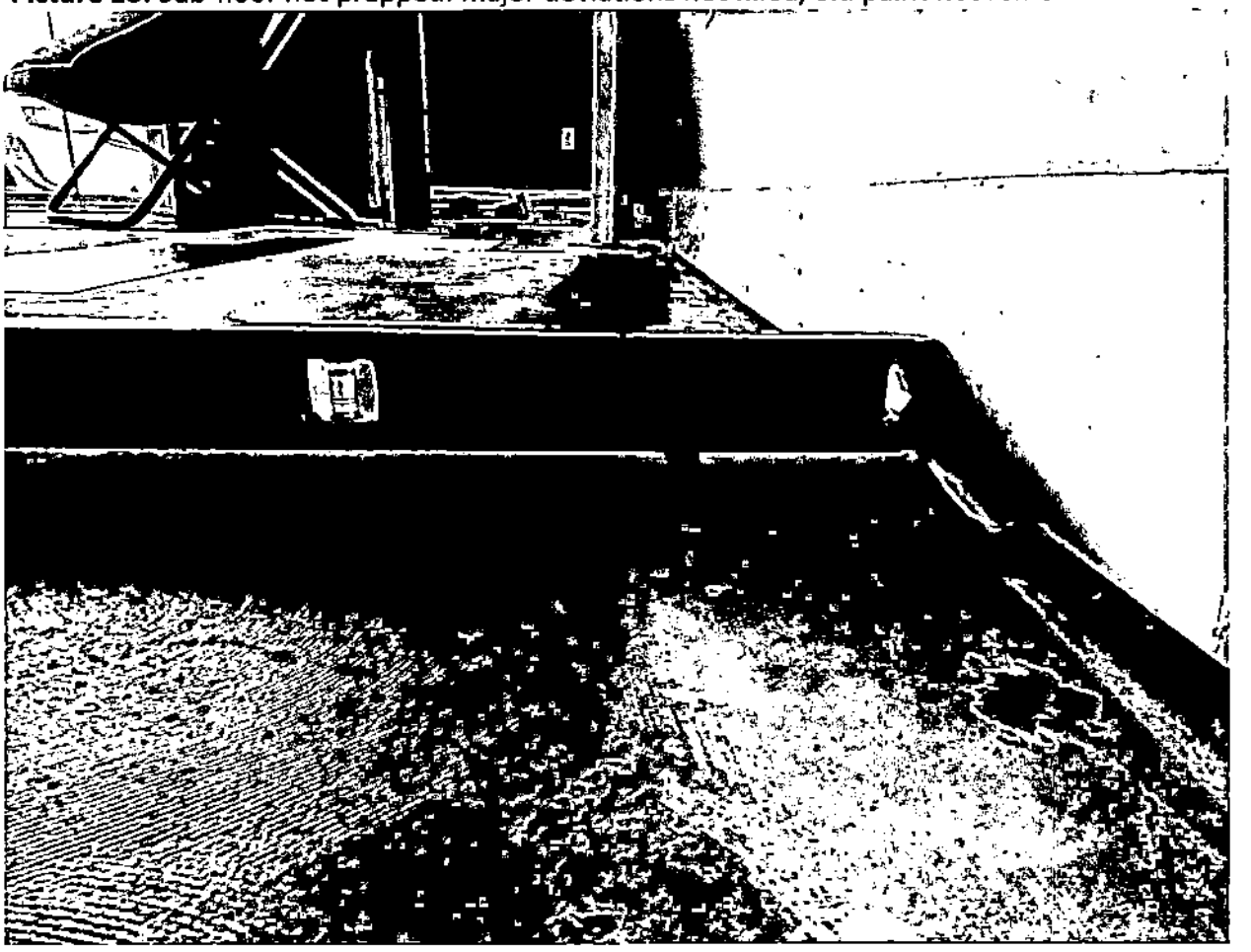
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Picture 27: Sub-floor not prepped: major deviations not filled, old paint not removed



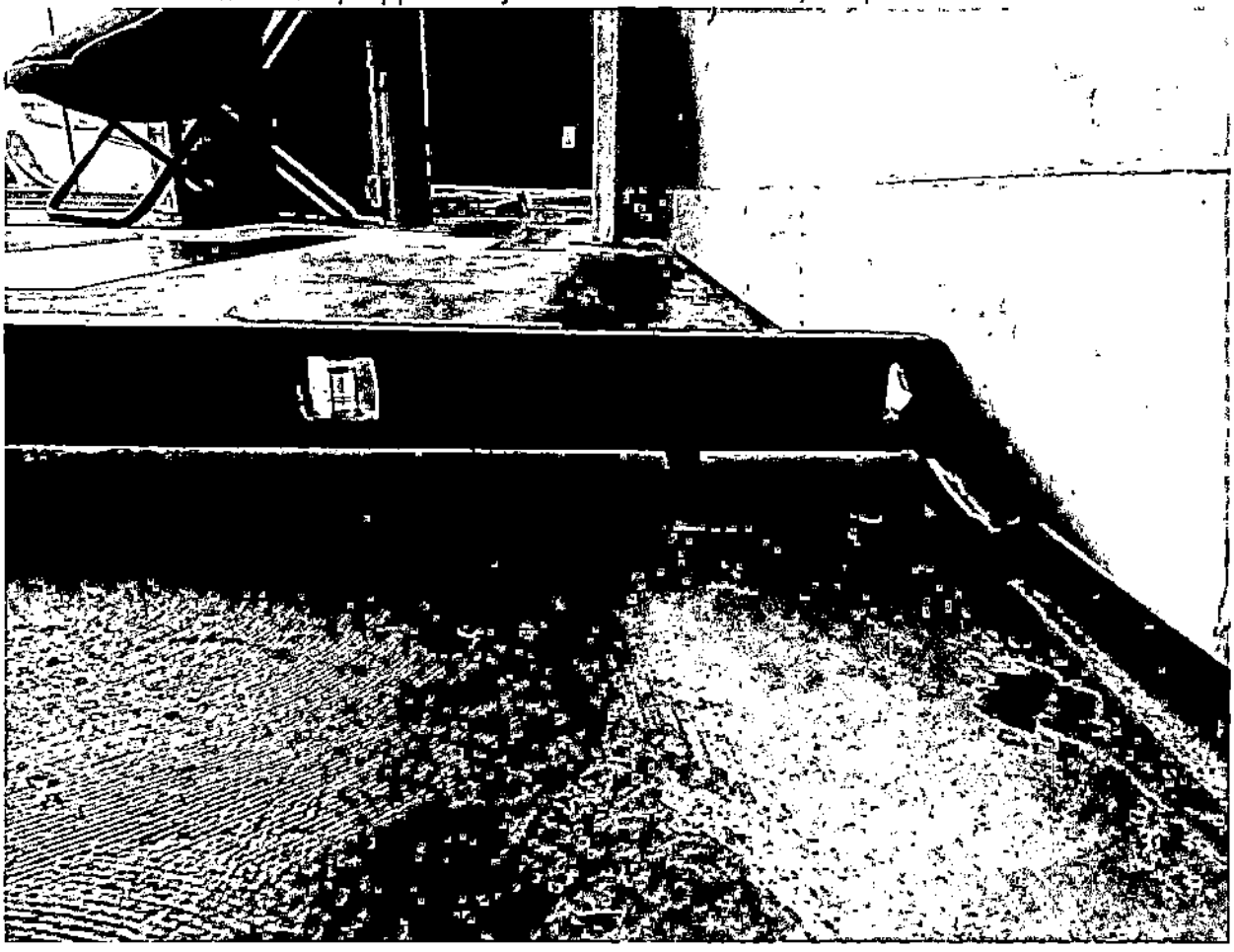
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Picture 28: Sub-floor not prepped: major deviations not filled, old paint not removed



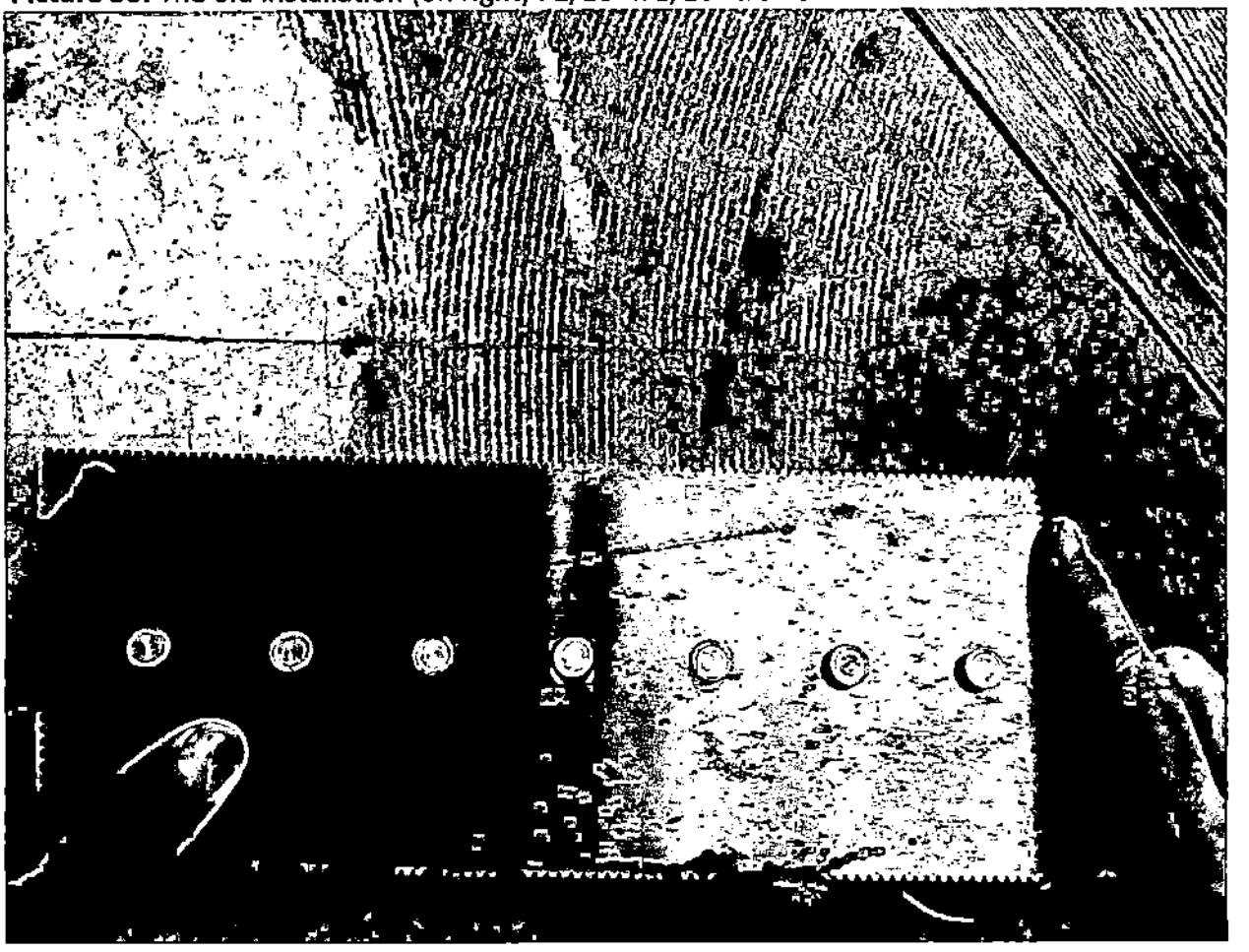
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Picture 29: Sub-floor not prepped: major deviations not filled, old paint not removed



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Picture 30: The old installation (on right) : 1/16" x 1/16" trowel



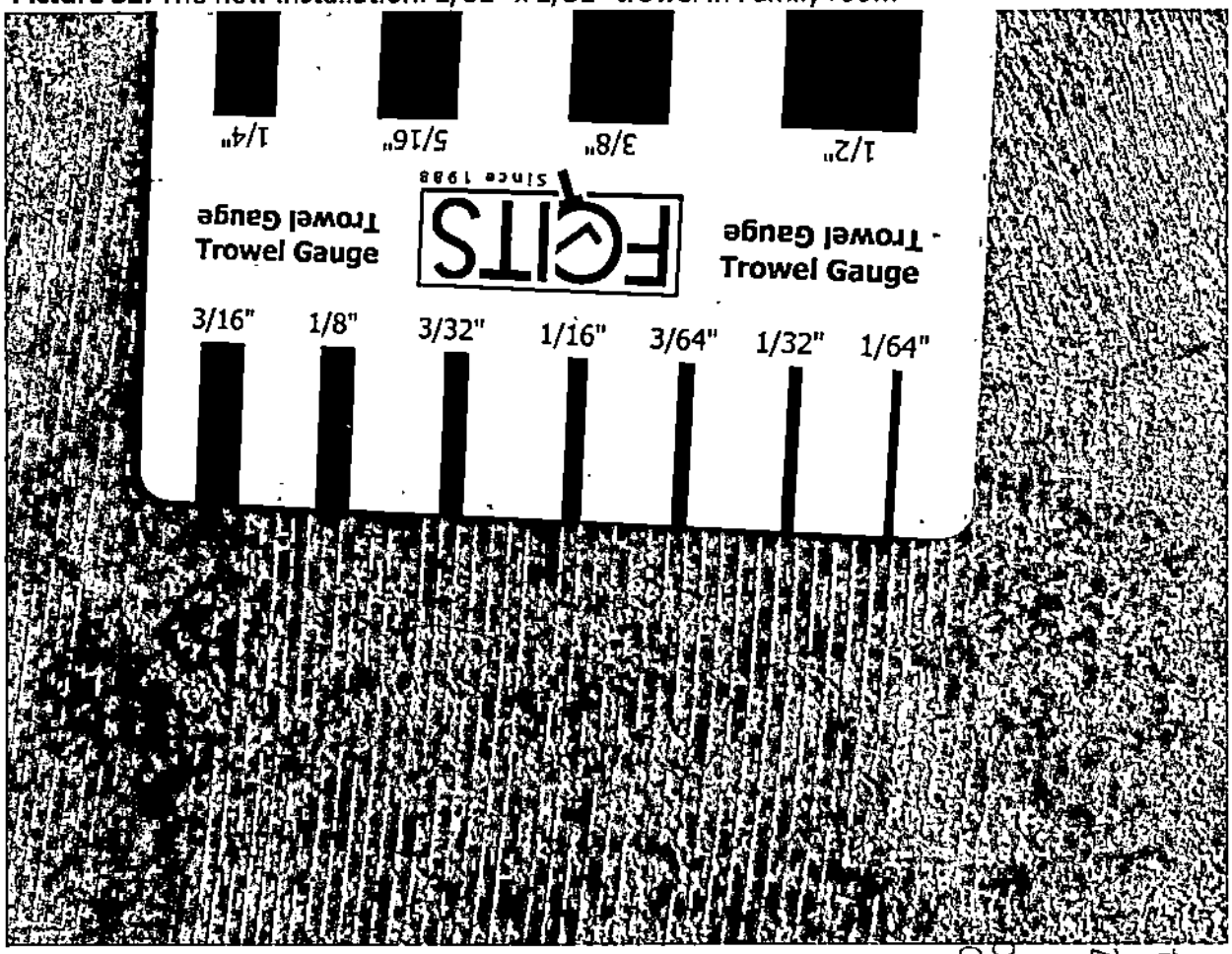
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Picture 31: The old installation: 1/16" x 1/16" trowel



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Picture 32: The new installation: 1/32" x 1/32" trowel in Family room



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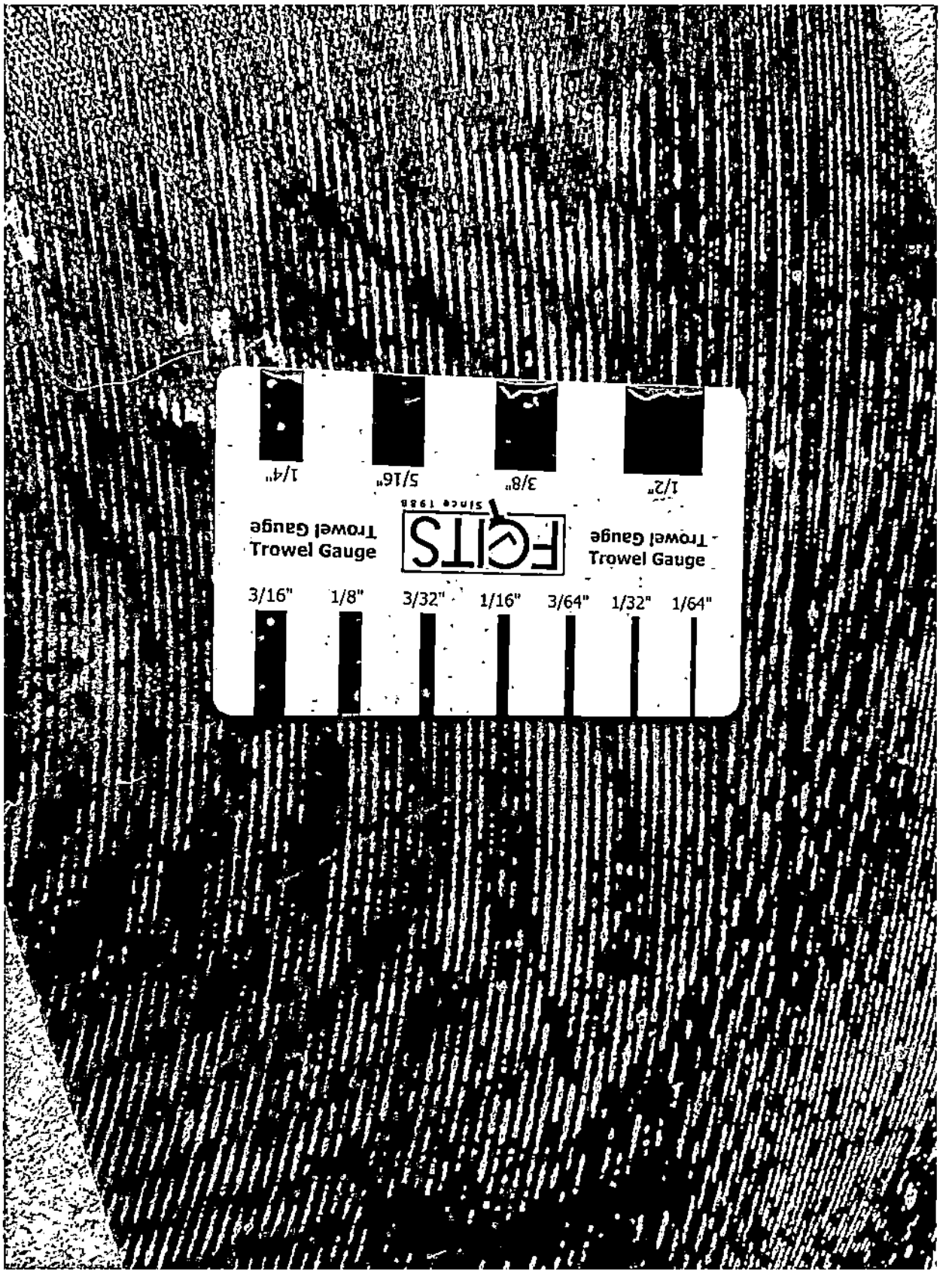
Picture 33: Substrate not smooth, free of old paint and old adhesive. Products not rolled with a roller to create transfer



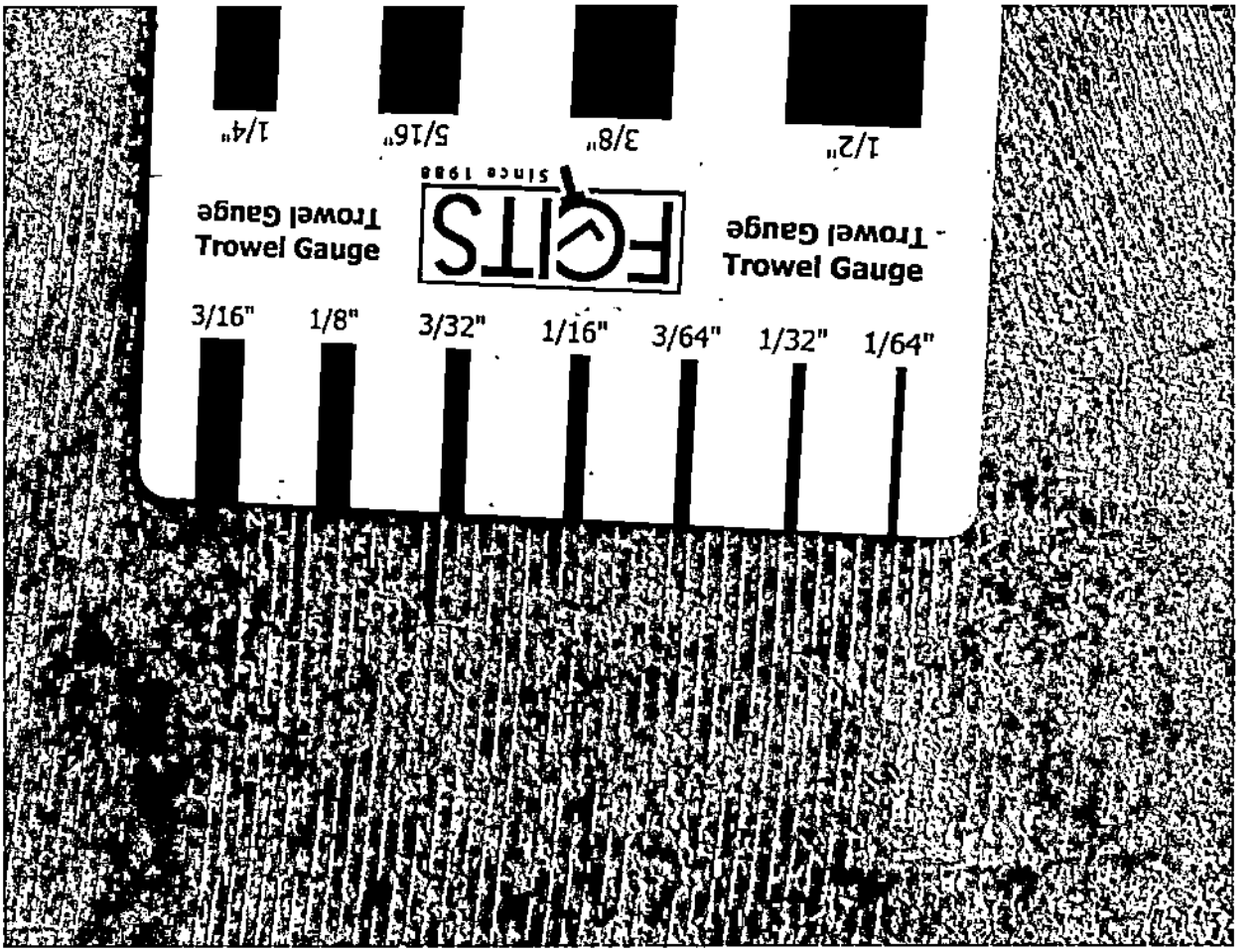
Picture 34: Substrate not smooth, free of old paint and old adhesive. Products not rolled with a roller to create transfer.



Picture 35: The new installation: trowel size 1/32", product not rolled with a roller to create transfer

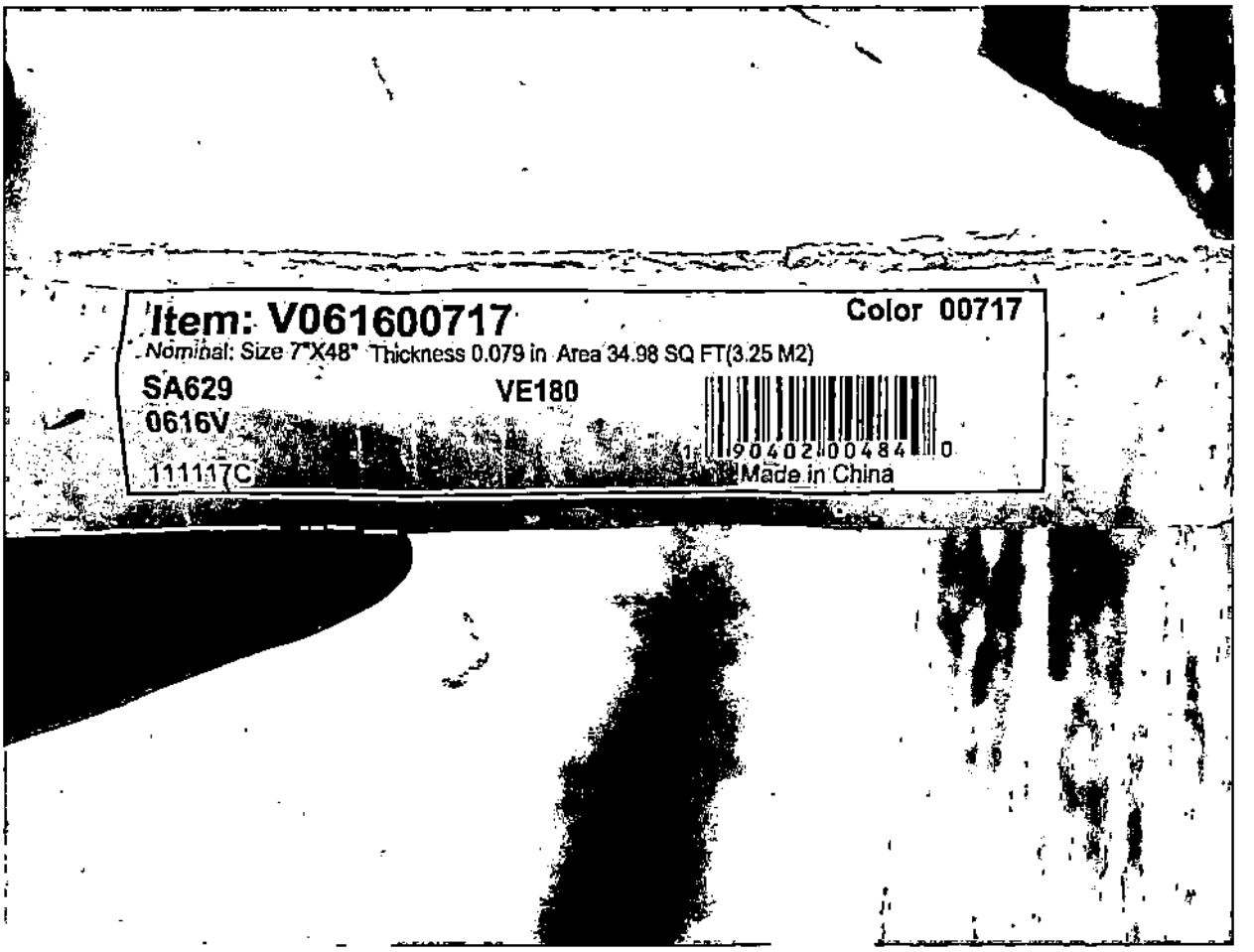


Picture 36: The new installation: trowel size 1/32", product not rolled with a roller to create transfer

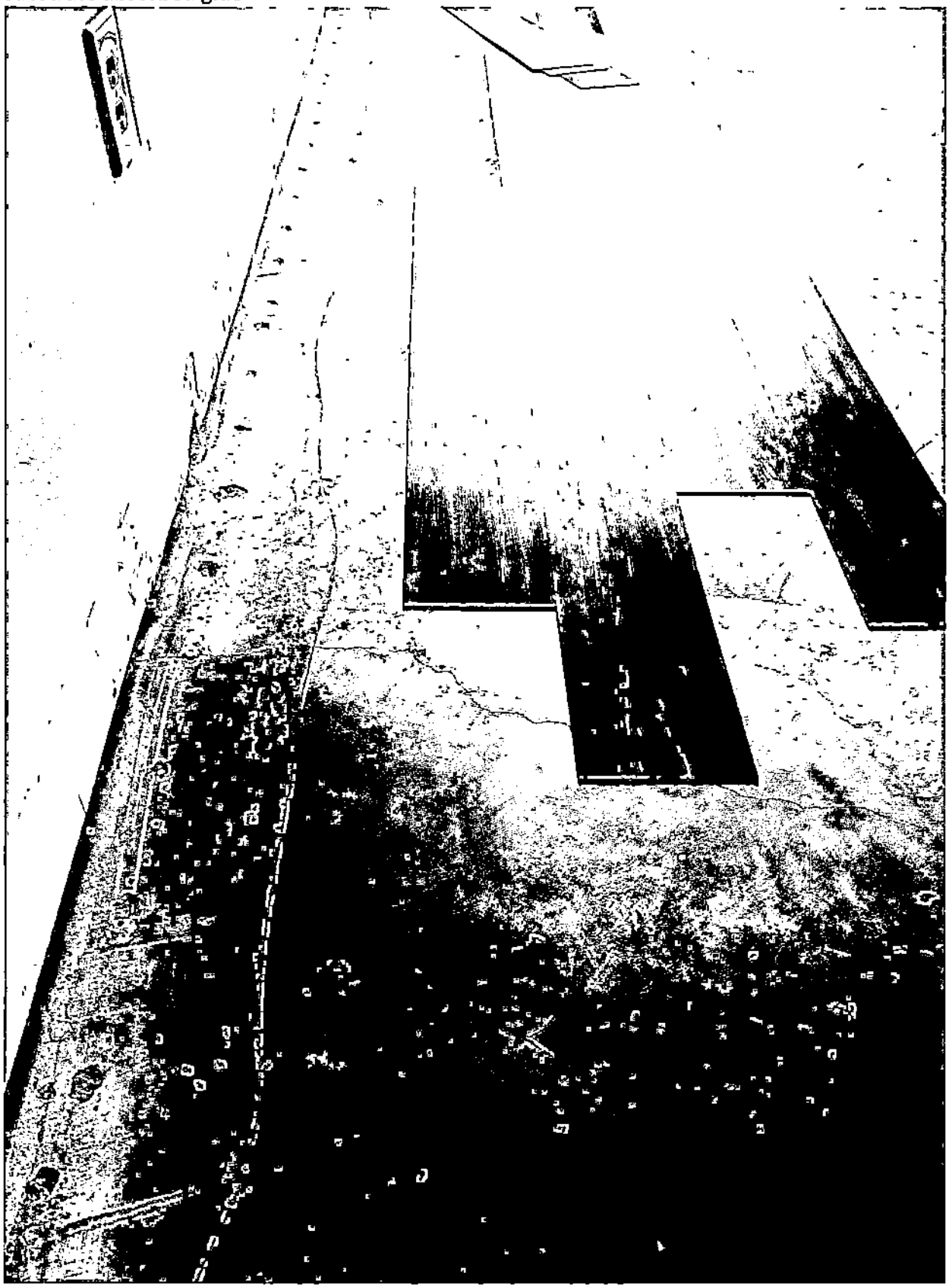


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Picture 37: Material model



Picture 38: Sub-floor cracks, holes, and deviations not appropriately prepped. Porous substrate absorbed glue



Picture 39: Sub-floor cracks, holes, and deviations not appropriately prepped. Porous substrate absorbed glue

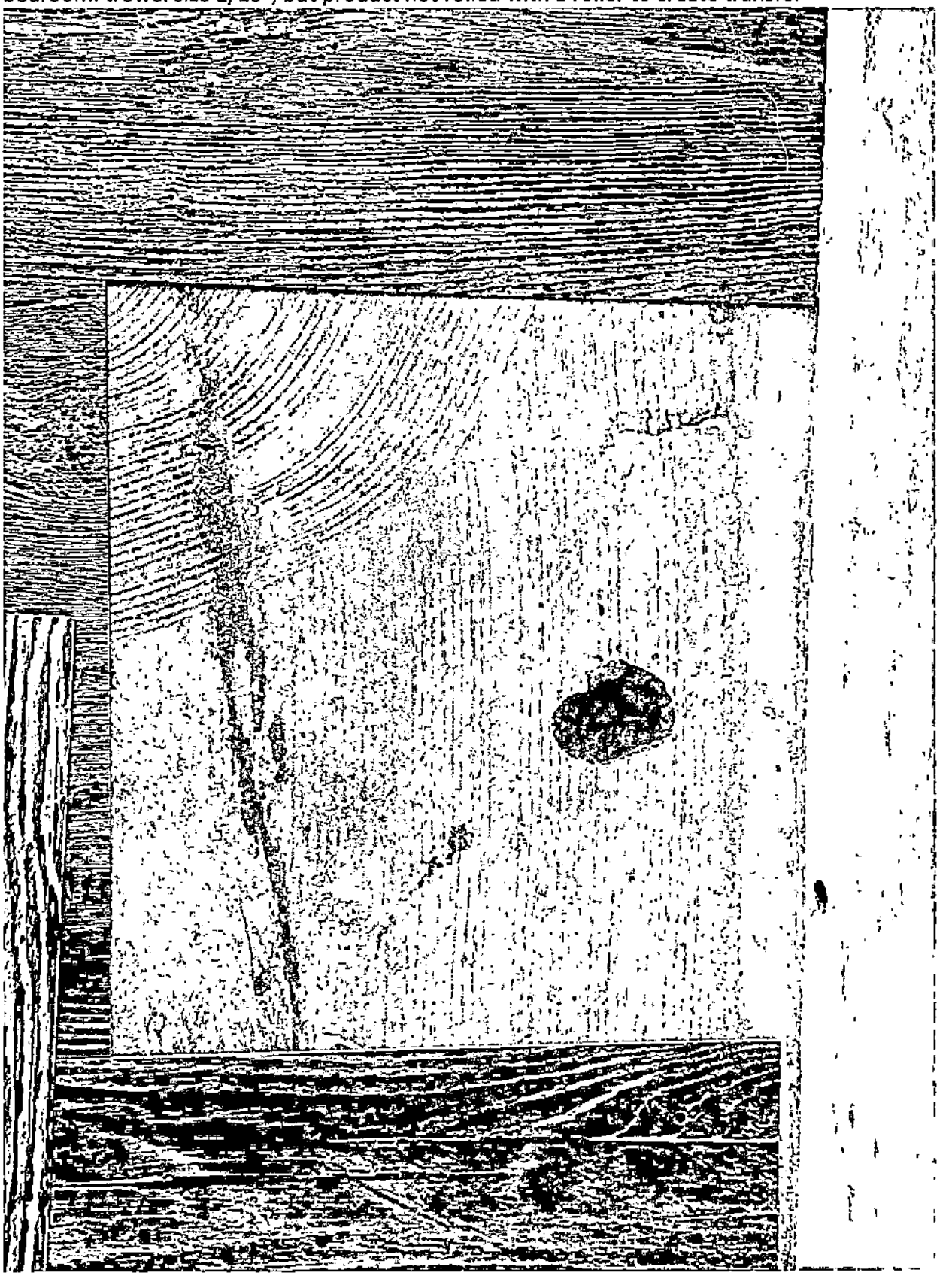


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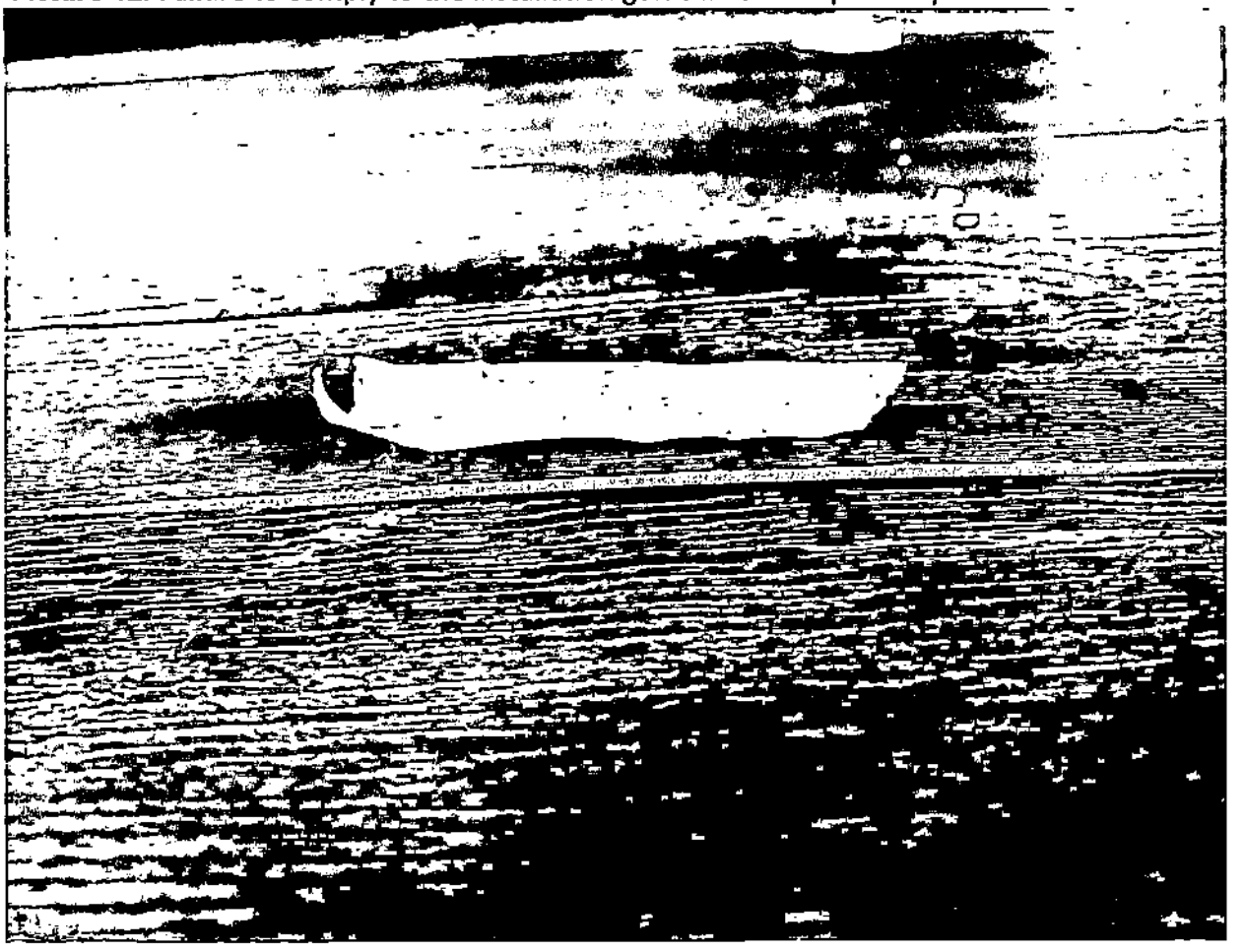
Picture 40: Sub-floor cracks, holes, and deviations not appropriately prepped. Porous substrate absorbed glue



Picture 41: Sub-floor cracks, holes, and deviations not appropriately prepped. Master bedroom: trowel size 1/16", but product not rolled with a roller to create transfer

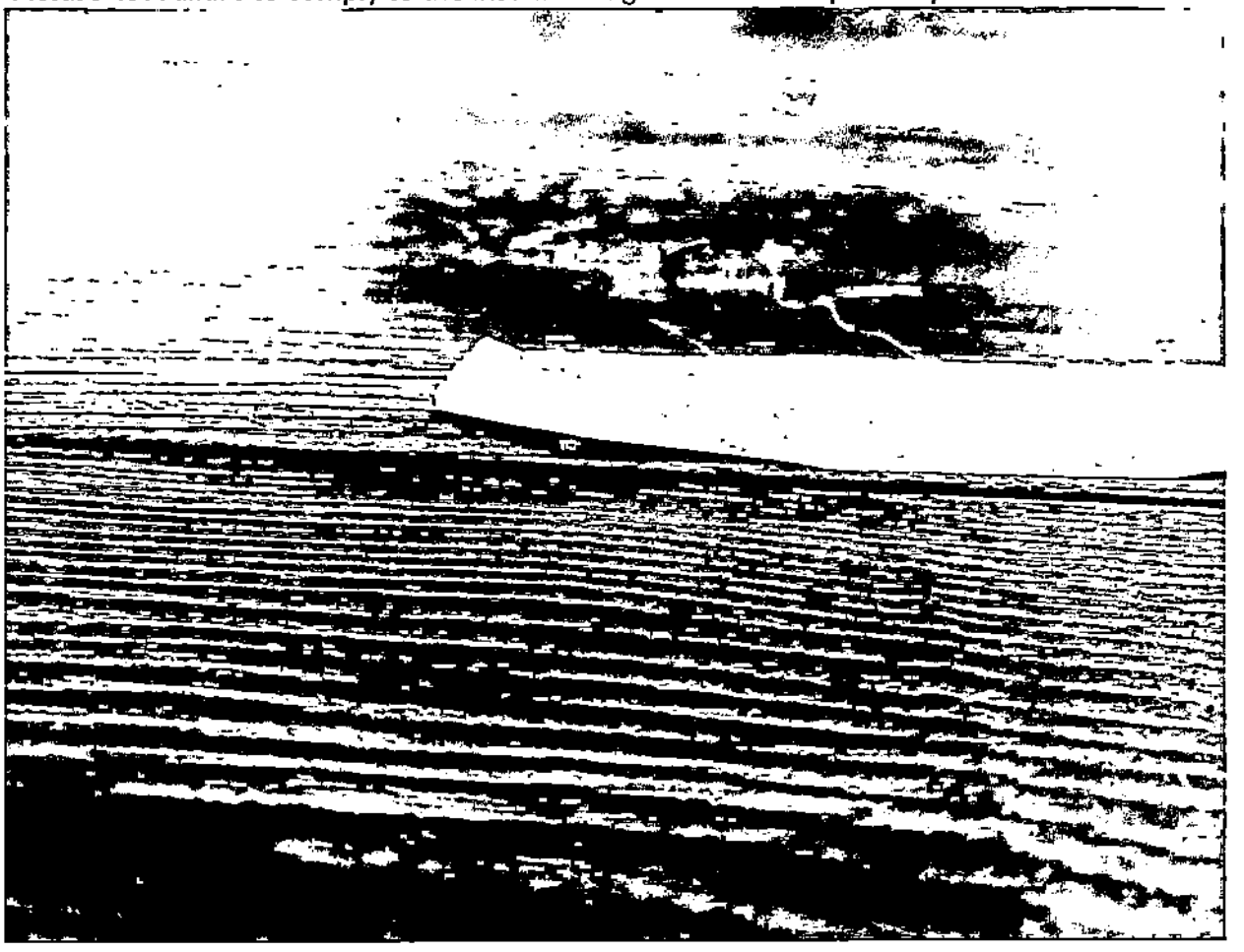


Picture 42: Failure to comply to the installation guidelines as required by the manufacturer



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Picture 43: Failure to comply to the installation guidelines as required by the manufacturer



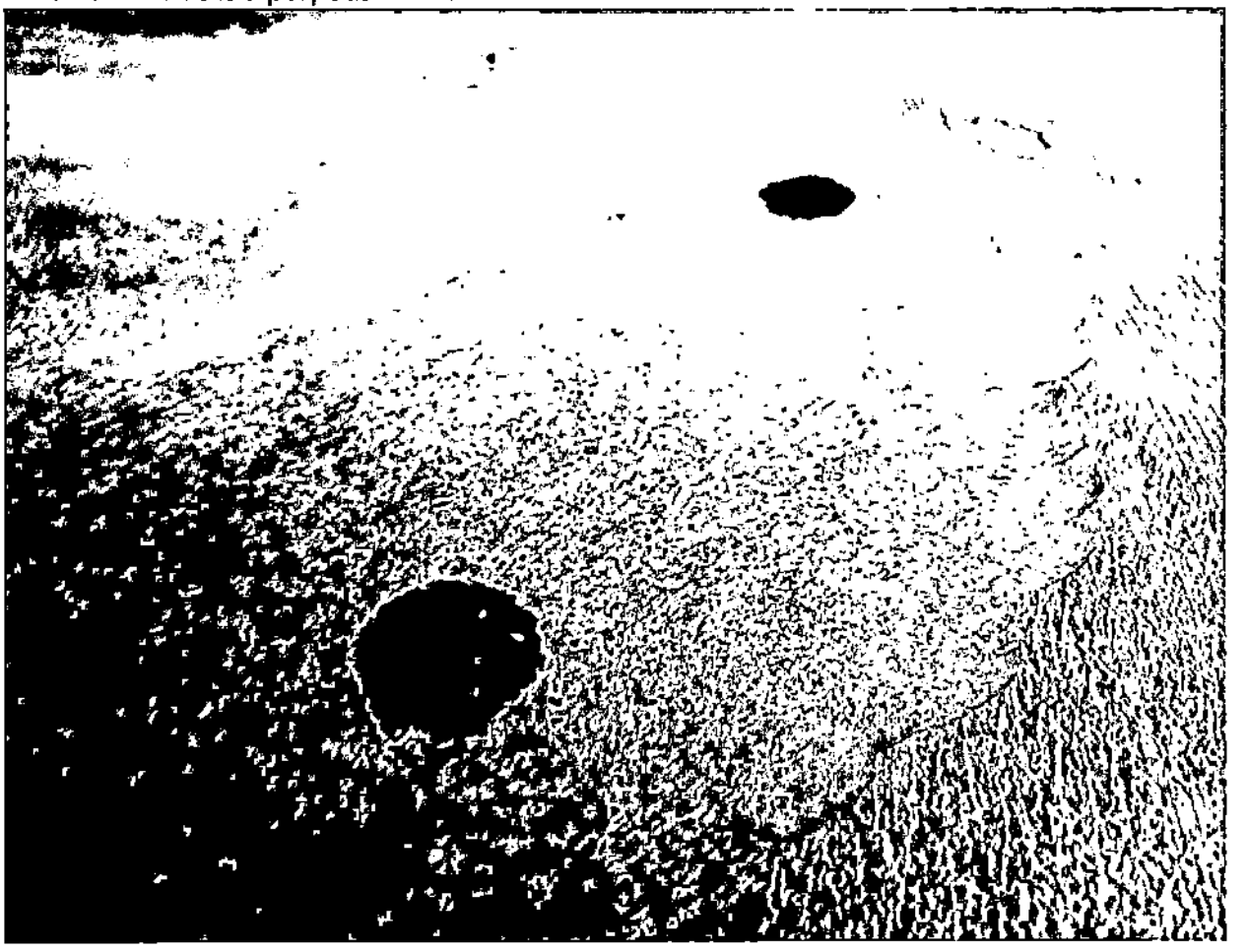
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Picture 44: Failure to comply to the installation guidelines as required by the manufacturer



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Picture 45: This is a porpous substrate



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What to Expect and How to Prepare for Resilient

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What to Expect and How to Prepare

Resilient flooring has become one of the most popular flooring choices in today's market. Although it is possible to install your resilient as a DIY project, we recommend hiring a professional installer to do the work. Installing resilient flooring is a labor-intensive process and you need to be able to identify any potential issues with your existing flooring before beginning the installation process. Being ready and knowing what to expect during your resilient installation will make the entire process go faster and eliminate any surprises.

Your flooring dealer will typically take care of the basics. They will send out an estimator to measure your rooms and determine how much flooring is needed. They will also suggest a local professional installer who is familiar with resilient vinyl flooring and has the necessary experience to install it in your home. It is important to speak with the installer prior to the installation to determine exactly what they will be responsible for and to set a schedule for the work.

Most installers will move your furniture as part of their installation; however, you will still need to move any small items or breakables before the installer arrives. If you have any larger items or appliances you may need to arrange to have this moved and rewired by a third party, but check with your installer first, they can tell you just what to expect. Your overall goal is to move any items that could get broken while making your installer's job as easy as possible. This will speed up the installation process.

Once the work begins, your installer will be responsible for prepping your floor for the new installation. This could mean either removing the old flooring or patching and sanding the existing floor to remove any dips or bumps and making the floor level. Most installers will remove and dispose of your old flooring; however, it is always a good idea to confirm this before they begin. While prepping the floor the installer will also remove any moulding or trim in the room. Moulding and trim can be fragile and despite their best efforts, the installer may break a few pieces. If this happens, it is typically your responsibility to replace them.

It is important to be home during the installation to make any last minutes decisions if any issues arise but make sure you watch from a distance.

SHAW FLOORS

WHAT TO EXPECT AND HOW TO PREPARE FOR RESILIENT FLOORING

1. Installer will be responsible for prepping your floor for the new installation.
2. This means removing the old flooring or patching and sanding the existing floor to remove any dips or bumps and making the floor level.
3. While prepping the floor the installer will also remove any moulding or trim in the room.

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SHAW FLOORS

INSTALLATION GUIDELINES FOR RESIDENTIAL RESILIENT DIRECT GLUE

- Substrates shall be **smooth**, structurally sound, permanently dry, **clean** and **free of all foreign material** such as dust, wax, solvents, paint, grease, oils, old adhesive residue, sealers and other foreign material that might prevent adhesive bond. All substrates to receive resilient flooring shall be dry, clean, smooth and structurally sound free of dust, paint, residual adhesive, and other foreign materials that may prevent the adhesive from bonding.
- If any type of **old adhesive** is present, it must be removed by industry accepted methods. Cuts, cracks, gouges, dents **and other irregularities** in the existing floor covering must be repaired or replaced.
- Concrete floors shall be **flat** and smooth within 1/8" in 6 feet (or 3/16" in 10 feet). Use cementitious patching and leveling compounds to level and flatten.
- Perform a **bond test**. Perform Bond testing to determine compatibility of adhesive to the substrate. The strength of the bond test will indicate whether Shaw 9050 floor primer is necessary. Shaw 9050 primer can be utilized to promote adhesion.
- Prior to application of adhesive determine if the substrate is a porous or a non-porous substrate. The water drop test will help **determine porosity** – if drop remains on the surface after 1-2 mins concrete should be considered non-porous. Otherwise the concrete is porous. Follow instructions on the adhesive label for porous or non-porous subfloor.
- Flooring material and adhesive must be **acclimated** to the installation area for a minimum of 48 hours prior to installation.
- Use **appropriate trowel size** regarding substrate porosity.
- **Ensure** that all recommendations for the subfloor and jobsite conditions are met prior to beginning the installation.

IMPORTANT: All flooring must by rolled with a minimum 100-lb roller after installation. Use a hand roller in areas not reached with a 100-lb. roller. Roll flooring immediately after installation with a 100 lbs. roller

SHAW FLOORS

LVP PRIME PLANK 0616V RESIDENTIAL RESILIENT DIRECT GLUE PROFILE

- Area per carton: 51.33 sq.ft.
- Suggested adhesive: SHAW 200 TPS

SHAW 200 RESILIENT ADHESIVE

- Approved for sound and properly prepared concrete.
- Substrate must be structurally sound, clean, level.
- Substrate must be free of dust, dirt, oil, grease, paint, loose particles, and any other substance or irregularity.
- Fill depressions or cracks with a cementitious patching/leveling compound.
- Spread adhesive using the recommended trowel: Vinyl Tile and Plank over Porous Substrate - use 1/16" x 1/16" x 1/16" SQ notch trowel, with the coverage of 140-175 sq.ft./gal
- Porous substrate: There must be adhesive transfer to ensure a good bond.
- After installation of floor covering, roll floor covering with a 100 lb roller.
- Traffic: Light Traffic – 12 hours, Heavy Traffic – 24 hours

SHAW 200 TPS ADVANCE ADHESIVE LABEL

- Surfaces to be bonded must be free from moisture, wax, dirt, grease, oil, paint, rust, or other substances that might interfere with a good bond.
- Porous surfaces - suggest priming with SHAW 9050 primer.
- To use as a pressure sensitive adhesive, allow to dry to a tacky state, then install flooring according to the flooring manufacturer's instructions within 3 hours. **After installation is complete, roll and cross-roll with 100 lb. sectional roller. Use hand roller in areas which can not be reached with larger roller. Check 1 - 2 hours after installing flooring material and roll again if necessary.**
- Recommended trowel - Porous Substrates - Vinyl Plank: 1/16" x 1/16" x 1/16" Square Notch trowel. (Coverage 140 - 170 sq.ft./gal)
- NOTE: **Coverage will be improved by priming the subfloor with Shaw 9050 to reduce adhesive absorbtion.**
- NOTE: **Coverage will be significantly lower over subfloors not properly prepared according to established industry guidelines**

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SHAW CUSTOMER SUPPORT

- Is LVP 0616V a moisture-sensitive product?

This vinyl floor will not absorb water. The Prime Plank offers a 15-year residential limited warranty which covers defects. Any damage due to subfloor moisture or flooding is not covered by the warranty.

- What is the level of moisture content in the concrete slab, at which the concrete slab should be sealed with an epoxy sealer? The slab moisture content was: 6.9%, 15.4%; 16.7%. The air temperature (65F) and humidity (43%) were normal and the slab temperature was 62.2F - 62.9F, which was 18F above the dew point that day (44.7F).

  If moisture exceeds the Shaw 200 requirements then a sealer can be used. Per Shaw 200 adhesive installation: RH 99% (ASTM F2170). (absent of hydrostatic pressure), MVER must be at or below 12 lbs (ASTM F1869), and pH must not exceed 12 (ASTM F710). Both the adhesive and surfaces to be bonded must be maintained at the temperature of 65F - 95F, and between 30% and 60% relative humidity for 72 hours before, during, and after installation.

- Can I roll my floor covering a few days after the installation?

  After the floor has been installed is when the floor needs to be rolled. So once a room is complete, you will go over the flooring with the roller. The floor must be rolled after the floor has finished being installed.

- Can proper bonding be achieved with no glue transfer to the back of the plank?

  This glue does require full transfer to the back of the planks for proper installaon.

- Does Shaw have installation inspectors?

  We do not have Shaw installation technicians who come out to review an installation however, you may hire your certified inspector to investigate the installation if you choose. I have those resources below if you would like them: Flooring Consultants and Inspection Training Service - FCITS www.fcits.org

INSTALLATION GUIDELINES FOR RESIDENTIAL RESILIENT DIRECT GLUE

1. TEST BEFORE STARTING INSTALLATION

Note: All substrates to receive moisture sensitive floor covering must be tested for moisture.

CONCRETE SUBSTRATES

All concrete substrates should be tested for IRH (Internal Relative Humidity) according to ASTM F 2170.

Calcium Chloride tests may be conducted in addition to IRH and must be performed per the latest edition of ASTM F 1869.

NEW AND EXISTING CONCRETE SUBFLOORS SHOULD MEET THE GUIDELINES OF THE LATEST EDITION OF ACI 302 AND ASTM F 710, "STANDARD PRACTICE FOR PREPARING CONCRETE FLOORS TO RECEIVE RESILIENT FLOORING" AVAILABLE FROM THE AMERICAN SOCIETY FOR TESTING AND MATERIALS, 100 BARR HARBOR DRIVE, WEST CONSHOHOCKEN, PA 19428; 610-832-9585; HTTP://WWW.ASTM.ORG.

- Substrate must be smooth, structurally sound, permanently dry, clean and free of all foreign materials such as dust, wax, solvents, paint, grease, oil, old adhesive residue, curing and sweeping compounds, sealers and other foreign materials that may prevent adhesive bond.
- If the adhesive residue is asphalt-based (cut-back), or if there is any type of chemical present, it must be removed by an industry accepted method such as mechanical removal or wet scraping.
- If a chemical abatement has been performed, use Shaw Surface Prep EXT to remove any residual chemicals present. Once Shaw Surface Prep EXT has been properly cleaned and removed, apply one coat of Shaw MRP for additional protection.

Adhesive removal through the use of solvents or citrus adhesive removers is not recommended. Solvent residue left in or on the subfloor may affect the new adhesive and floor covering.

WARNING! DO NOT SAND, DRY SWEEP, DRY SCRAPE, DRILL, SAW, BEAD BLAST ORMECHANICALLY CHIP OR PULVERISE EXISTING RESILIENT FLOORING, BACKING, LINING FELT , ASPHALTIC " CUT BACK" ADHESIVES OR OTHER ADHESIVES.

These products may contain either asbestos fibers and/or crystalline silica. Avoid creating dust. Inhalation of such dust is a cancer and respiratory tract hazard. Smoking by individuals exposed to asbestos fibers greatly increases the risk of serious bodily harm. Unless positively certain that the product is a non-asbestos-containing material, you must presume it contains asbestos. Regulations may require that the material be tested to determine asbestos content and may govern the removal and disposal of material. See current edition of the Resilient Floor Covering Institute (RFCI) publication Recommended Work Practices for Removal of Resilient Floor Coverings for detailed information and instructions on removing all resilient covering structures. For current information go to www.rfci.com.

- Concrete floors shall be flat and smooth within 1/8" in 10 feet or 3/16" in 10 feet.
- F-Number System: Overall values of FF 36/ FL 20 may be appropriate for resilient floor coverings.
- Moisture Vapor Emission Rate (MVER) – Conduct either in-situ RH test (ASTM F-2170) or CaCl MVER test method (ASTM F1869) Refer to the adhesive information for the acceptable moisture limits.
- Use gypsum patching and leveling compounds that meet or exceed Shaw's maximum moisture level and pH requirements. Use of gypsum-based patching and/or leveling compounds which contain Portland or high alumina cement and meet or exceed the compressive strength of 3,000 psi are acceptable.
- Perform Bond testing to assure adequate ability of adhesive to the substrate. Shaw 9050 primer can be utilized to promote adhesion.
- Perform water droplet test will help determine porosity. If droplet remains on the surface after 2 min concrete should be considered non-porous.
- Working and open times of adhesives may vary based on job conditions, substrate, temperature, and humidity.
- Areas to receive flooring should be adequately lighted during all phases of the installation process.
- It is recommended that resilient floor covering installation shall not begin until all other trades have completed.

TEMPERATURE - AMBIENT

Controlled environments are critical. Fully functional HVAC systems are the best way to ensure temperature and humidity control.

- **DO NOT** install resilient flooring products until the work area can be temperature controlled.
- The permanent HVAC system turned on and set to a minimum of 65°F (18.3°C) or a maximum of 85°F, for a minimum of 7 days prior to, during, and after installation. Once the installation is complete the temperature should not exceed 85°F (29.4°C).

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PH

Concrete floors must be tested per the latest edition of ASTM F 710.

- PH reading must not exceed 10.0.

- Readings below 7.0 and in excess of 10.0 affect resilient flooring and adhesives negatively.
- Rinsing the surface with clear water may lower alkalinity. "DAMP MOP"
- Shaw 9050 an acrylic solution can be utilized to correct high PH readings.

NOTE: IT MAY NOT BE THE FLOOR COVERING INSTALLER'S RESPONSIBILITY TO CONDUCT THESE TESTS. IT IS, HOWEVER, THE FLOOR COVERING INSTALLER'S RESPONSIBILITY TO MAKE SURE THESE TESTS HAVE BEEN CONDUCTED, AND THAT THE RESULTS ARE ACCEPTABLE PRIOR TO INSTALLING THE FLOOR COVERING. WHEN MOISTURE TESTS ARE CONDUCTED, IT INDICATES THE CONDITIONS ONLY AT THE TIME OF THE TEST.

2. MATERIAL STORAGE AND HANDLING

a. Flooring material and adhesive must be acclimated to the installation area for a minimum of 48 hours prior to installation.
b. Store cartons of tile or plank products flat and squarely on top of one another. Tile or plank products should be stacked no more than 6 high and allow for air flow around stacks when un-palletized. Preferably, locate material in the "center" of the installation area (i.e. away from vents, direct sunlight, etc.) Storing cartons in direct sunlight may affect proper acclimation by inducing thermal expansion/contraction.
c. When palletizing on a jobsite vinyl plank or tiles need to be stacked 2 rows high side by side with no airspace between. Then quarter turned for 2 rows side by side, not to exceed 12 boxes high. A 5/8" or thicker plywood must also be placed on the pallet first.
d. Do not stack pallet's 2 high unless utilizing a 1" thick plywood in between pallets.

3. SUBSTRATES

Note: All substrates to receive resilient flooring shall be dry, clean, smooth and structurally sound. They shall be free of dust, solvent, paint, wax, oil, grease, residual adhesive, adhesive removers, curing, sealing, hardening/parting compounds, alkaline salts, excessive carbonation/laitance, mold, mildew, and other foreign materials that might prevent the adhesive from bonding.
Crumb rubber underlayments are not an acceptable option for use with resilient floor coverings due to performance issues resulting from chemical incompatibilities.

WOOD SUBSTRATES

Wood subfloors must be structurally sound and in compliance with local building codes.

a. Double-Layered APA rated plywood subfloors should be a minimum 1" total thickness, with at least 18" well ventilated air space beneath.
b. Chip board, OSB, particleboard, construction grade plywood are generally not acceptable substrates – add a layer of APA underlayment grade ply wood that is dimensionally stable, non-staining, with a smooth fully sanded face.
c. Underlayment panels can onlycorrect minor deficiencies in the sub-floor while providing a smooth,sound surface on which to adhere the resilient flooring. Wood subfloors should be flat – 3/16" in 10' or 1/8" in 6'.
d. Insulate and protect crawl spaces with a vapor barrier covering the ground.
e. **DO NOT** install over sleeper construction subfloors or wood subfloors applied directly over concrete.
f. Underlayment panels can only correct minor deficiencies in the sub-floor while providing a smooth, sound surface on which to adhere the resilient flooring.
g. Any failures in the performance of the underlayment panel rest with the panel manufacturer and not with Shaw Industries, Inc.
h. It is recommended that your chosen APA underlayment grade panels be designed for installation under resilient flooring, and carry a written warranty covering replacement of the entire flooring system.
i. SHAW resilient flooring is not recommended directly over fire-retardant treated plywood or preservative treated plywood.
j. The materials used to treat the plywood may cause problems with adhesive bonding. An additional layer of APA rated 1/4" thick underlayment should be installed.
k. Always follow the underlayment manufacturer's installation instructions.

STRIP – PLANK WOOD FLOORING

Due to expansion/contraction of individual boards during seasonal changes, SHAW recommends 1/4" or thicker APA rated underlayment panels be installed over these types of subfloors.

CONCRETE

New or existing concrete subfloors must meet the guidelines of the latest edition of ACI 302 and ASTM F710, "Standard Practice for Preparing Concrete Floors to Receive Resilient Flooring".

1. On or below-grade slabs must have an effective vapor retarder directly under the slab.
2. Wet curing 7 days is the preferred method for curing new concrete.
3. Curing compounds **(DO NOT USE)**. If present they can interfere with the bond of the adhesive to the concrete. Seek assistance from a substrate manufacturer if curing agents are detected.
4. Remove curing compounds 28 days after placement, so concrete can begin drying.
5. Concrete floors shall be flat and smooth within 1/8" in 6 feet or 3/16" in 10 feet.
6. F-Number System: Overall values of FF 36/ FL 20 may be appropriate for resilient floor coverings.

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Note: Perform Bond testing to determine compatibility of adhesive to the substrate. Shaw 9050 primer can be utilized to promote adhesion. Expansion joints in concrete are designed to allow for the expansion and contraction of the concrete. Resilient flooring products should never be installed over expansion joints. Expansion joint covers designed for use with resilient floorings should be used. Control joints (saw cuts) may be patched and covered with resilient once the concrete is thoroughly cured, dry and acclimated.

LIGHTWEIGHT CONCRETE

All recommendations and guarantees as to the suitability and performance of lightweight concrete under resilient flooring are the responsibility of the lightweight concrete manufacturer. The installer of the lightweight product may be required to be authorized or certified by the manufacturer. Correct on-site mixing ratios and properly functioning pumping equipment are critical. To ensure proper mixture, slump testing is recommended.

a. Lightweight aggregate concretes having densities greater than 90 lbs. per cubic foot may be acceptable under resilient flooring.
b. Concrete slabs with heavy static and/or dynamic loads should be designed with higher strengths and densities to support such loads.
c. Surface must be permanently dry, clean, and smooth, free of all dust, and structurally sound.
d. Perform Bond testing to determine compatibility of adhesive to the substrate. Shaw 9050 primer can be utilized to promote adhesion.

Radiant Heating: Radiant-heated subfloor systems can be concrete, wood or a combination of both.

The heating systems components must have a minimum of 1/2" separation from the flooring product. The system must be on and operational for at least 2 weeks prior to installation to reduce residual moisture. Three days prior to installation lower the temperature to 65 degrees (18.3°C), after installation gradually increase the temperature in increments of 5° F to avoid overheating. Maximum operating temperature should never exceed 85°F(29.4). Use of an in-floor temperature sensor is recommended to avoid overheating. Contact the manufacturer of your radiant heating system for further recommendations.

- *Electric Radiant Floors*: consist of electric cables (or) mats of electrically conductive materials mounted on the subfloor below the floor covering. Mesh systems are typically embedded in thin-set. When embedding the system components, use cementitious patching and leveling compounds that meet or exceed Shaw's maximum moisture level and pH requirements. Use of gypsum-based patching and/or leveling compounds which contain Portland or high alumina cement and meet or exceed the compressive strength of 3,000 psi are acceptable.
- *Hydronic Radiant Floors*: pump heated water from a boiler through tubing laid in a pattern under the flooring. Typically installed in channels under a wooden subfloor (or) imbedded in concrete slabs. Requires the installer follow a specific nailing pattern to avoid penetration of the heat system.

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RESILIENT FLOOR COVERING

1. Must be single layered, non-cushion backed, fully adhered, and smooth.
2. Show no signs of moisture or alkalinity.
3. Waxes, polishes, grease, grime, and oil must be removed.
4. Cuts, cracks, gouges, dents, and other irregularities in the existing floor covering must be repaired or replaced.
5. Embossing leveler recommended to aid in proper bonding and to prevent telegraphing.
6. Do not install over rubber based substrates.

NOTE: THE RESPONSIBILITY OF DETERMINING IF THE EXISTING FLOORING IS SUITABLE TO BE INSTALLED OVER TOP OF WITH RESILIENT, RESTS SOLELY WITH INSTALLER/FLOORING CONTRACTOR ON SITE. IF THERE IS ANY DOUBT AS TO SUITABILITY, THE EXISTING FLOORING SHOULD BE REMOVED, OR AN ACCEPTABLE UNDERLAYMENT INSTALLED OVER IT. INSTALLATIONS OVER EXISTING RESILIENT FLOORING MAY BE MORE SUSCEPTIBLE TO INDENTATION.

Quarry Tile, Terrazzo, Ceramic Tile, Poured Floors (Epoxy, Polymeric, Seamless)

a. Must be totally cured and well bonded to the concrete.
b. Must be free of any residual solvents and petroleum derivatives.
c. Waxes, polishes, grease, grime, and oil must be removed.
d. Show no signs of moisture or alkalinity.
e. Cuts, cracks, gouges, dents, and other irregularities in the existing floor covering must be repaired or replaced.
f. Fill any low spots, holes, chips and seams that may telegraph through the new flooring.
g. Grind any highly polished or irregular/smooth surfaces. Quarry tile or Ceramic tile grout joints and textured surfaces must be filled with an embossing leveler or substrate manufacturer approved material.

4. SHAW ADHESIVES & PRIMER

Refer to adhesive label for proper trowel requirements, spread rates and application.

Prior to application of adhesive, determine if the substrate is a porous or non-porous substrate. Follow instructions

reference purposes only. Not for print or download

on the adhesive label for porous or non-porous subfloor.

Adhesives: Shaw 200, Quickflash, S150, InstaGrab (*Floorte™ Pro Product with attached EVA pad requires the use of T-180 adhesive)*

IMPORTANT: Recommended to perform a bond test in order to determine adhesive working time per job site conditions. The strength of the bond test will indicate whether Shaw 9050 floor primer is necessary.

5 INSTALLING RESILIENT TILE & PLANK PRODUCTS & FLOORTE™ PRO PRODUCTS

General

a. Ensure that moisture tests have been conducted and that the results do not exceed the acceptable moisture limit for the adhesive used.
b. PH of concrete sub-floor needs to be between 5&10.
c. The permanent HVAC system is turned on and set to a minimum of 65°F (18.3°C)) or a maximum of 85°F (29.4°C), for a minimum of 72 hours prior to, during and after installation. After the installations, the maximum temperature should not exceed 85°F.
d. Do not stack more than 5 cartons high.
e. Floor material and adhesive must be acclimated to the installation area for a minimum of 48 hours prior to installation.
f. Use appropriate trowel size recommended by substrate porosity.
g. Material should always be visually inspected prior to installation. Any material installed with visual defects will not be considered a legitimate claim as it pertains to labor cost.
h. Install tiles running in same direction.
i. Ensure that all recommendations for sub-floor and jobsite conditions are met prior to beginning the installation. Directional designs are optional, however, once the installation is started, you have accepted those conditions.
j. **Floorte™ Pro Product with attached EVA pad – These products require the use of Shaw T-180 adhesive only. Use of non-approved adhesives may result in adhesive failure.**

LAYOUT AND INSTALLATION GENERAL RULES

a. Shaw tile and plank - Install using conventional tile and plank installation techniques. Plank products should have a minimum of 6 – 8" seam stagger.
b. Carefully determine where to begin tile or plank installation.
c. It is customary to center rooms and hallways so borders are not less than half a tile or plank.
d. Working out of multiple boxes at a time is recommended.
e. In hallways and small spaces, it may be simpler to work lengthwise from one end using a center reference line as a guide.
f. Make sure cut edges are always against the wall.
g. To properly cut LVT/LVP products score the top side of the material with a utility knife. Bend the product and finish the cut through the backside. This will ensure the cleanest cut. It may be necessary to use a heat gun to cut around vertical obstructions. Allow the heated LVT/LVP to return to room temperature before installation.
h. Cutting the product into a fine point may lead to delamination. Use an ethyl cyanoacrylate based super glue to help fuse the LVT/LVP point together. Be sure to clean all glue from the top surface immediately. Alcohol based super glues may cause vinyl to swell.
i. For random width plank begin installation with the widest plank first.

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NOTE: Recommended to use floor protection after installation. **DO NOT** use a plastic adhesive based protection system.

INSTALLATION FOR TILE

Layout of the Room for Squarely Laid Fields

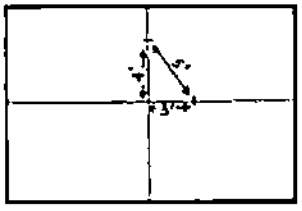


Figure 1

To square the area to be covered, first find the center of one end of the main rectangle. Locate the same point at the other end wall. Snap a chalk line between these points to mark the center line on the floor. Then measure along this center line to find the middle of the room. At the center point, mark off a line across the room at exactly right angles to the first line. This may be accomplished by the 3-4-5- triangle method as shown in **Figure 1.** Then measure 4 feet toward each side wall from the center point. Then measure 3 feet from the center point along the longer line, measure exactly 5 feet from the 3 foot mark on the center line to the 4 foot mark on the cross line. If the 5 foot measurements do not come out exactly 5 feet, the center crossing lines are not at a true right angle. For large rooms, multiples of the above dimensions may be used to obtain greater accuracy. (6-8-10 or 9-12-15, etc.)

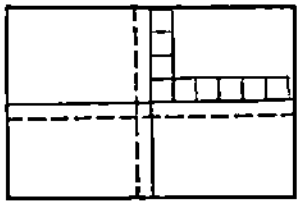


Figure 2

Dry-lay a row of tiles from the center line to the side wall to determine the space left for the borders. If the resulting border is too small, move the starting point over a half tile width so that it straddles the center line. Repeat the same procedure lengthwise of the room. (This can readily be figured out from the room dimensions without putting down the tiles if desired.)

If it is decided to have the center row of tiles straddle either or both of the center lines, additional guidelines should be snapped on the floor ½ tiles width on one side of either or both center lines as required. (See **Figure 2**) After the border widths have been determined and the center starting lines have been snapped spread the recommended adhesive on the center lines leaving portions

of the lines at center and near each wall uncovered as shown in **Figure 3**.

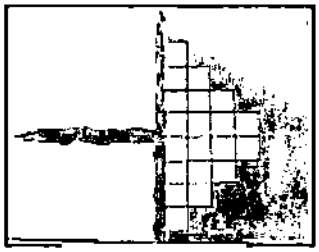


Figure 3

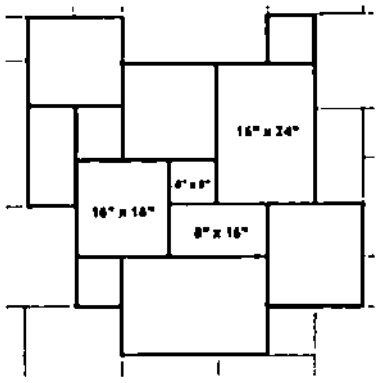
Spread the adhesive over one-half the area and after it is ready, start laying tile from the right angle formed in the center of the room by center lines. Lay toward the two corners of the room as shown. Always refer to your guide lines as you progress with laying tile so that any mistake can be corrected before it is too late. Sometimes it's necessary to compromise on the rightness of joints to make allowances for unevenness or waves of the subfloor. Take care to place tile as accurately as possible without sliding them into place. If grouting tile please leave appropriate spacer between tiles and follow instruction for use of Array-Grout.

IMPORTANT: All flooring must by rolled with a minimum 100-lb roller after installation. Use a hand roller in areas not reached with a 100-lb. roller.

VERSAILLES PATTERN TILES

The Versailles Pattern (French pattern). Proper installation and layout is important. The material must have a grout line of 3mm for proper placement. Use of 3 mm spacers is required to achieve proper grout line size and to ensure the tiles are spaced evenly.

a. The pattern is composed of
   - 44% 16" x 16" tiles
   - 33% 16" x 24" tiles
   - 11% 8" x 16" tiles
   - 11% 8" x 8" tiles



b. Instructions – Use a 3mm spacer to separate the tiles as the pattern is constructed.
c. Place one 8-inch by 8-inch tile in the center.
d. Position two 16-inch by 16-inch tiles with one above where the right edge of the larger tile is flush with the right edge of the smaller tile, and one to the left so that the top edge of the second larger tile is flush with the top edge of the smaller tile.
e. Place one 8-inch by 16-inch tile on the bottom of the section so that the 8-inch edge presses against the 16-inch square tile and half of the 16-inch edge is pressed against the base edge of the square tile.
f. Place a 16-inch by 24-inch tile in the corner created by the rectangular tile from Step 3 and the square tile from Step 1 so that the 16-inch edge runs horizontally, extending out to the right of the structure.
g. Position a 16-inch by 16-inch tile immediately below the 16-inch by 24-inch tile so that the left edge of the square tile is pressed against the short edge of the rectangular tile.
h. Lay a 16-inch by 24-inch tile with the 24-inch side running horizontally immediately to the left of the tile from and pressed against the base of the rectangular tile and half of the base of the first 16-inch square tile.
i. Place an 8-inch square tile against the last half of the base of the first 16-inch tile and against the left edge of the 16-inch by 24-inch tile.
j. Place an 8-inch square tile immediately above the first 16-inch square tile with a 16-inch square tile right above the 8-inch tile.
k. Position an 8-inch by 16-inch tile with the 16-inch edge pressed against the 8-inch square tile and the original 16-inch square tile.
l. Position the last tile, an 8-inch square tile, so that the right edge is flush with the right edge of the top-right 16-inch by 24-inch tile. The 8- inch tile must be on top of the large rectangle with the right edges flush to complete the overall design.

6. ARRAY GROUT

Array-Grout, with a unique formula, offers stain resistance color consistency and a smooth texture for easy spreading and clean-up.

a. For Grouting Shaw groutable tiles. Can also be used on vitreous, semi-vitreous or absorptive tile including ceramic, mosaic, quarry, cement, porcelain, brick, mini-brick, precast terrazzo and natural stone.
b. Stain resistant, premixed, no shade variance, resists mold and mildew.
c. Use on floors, countertops, walls, and ceilings.
d. For interior installations only.

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COVERAGE

1. 1/16" Grout joint approximately 500 sqft/gallon.
2. 1/8" Grout joint approximately 300 sqft/gallon.
3. 1/4" Grout joint approximately 140 sqft/gallon.

LIMITATIONS

a. Shaw Array-Grout should not be installed, when ambient temperature is below 60° F and above 90° F. Shaw Array-Grout should be kept at room temperature for 24 hours before installation.
b. Some types of glazed ceramic tile, marble and stone can be scratched, stained or damaged when grouted with pigmented or sanded grouts. Generally white grout is best suited for grouting white or light colored marble or granite. Follow tile manufacturer's recommendations. Test a small area prior to use. Certain tile with high absorption, surface porosity or rough textured surfaces and certain types of porcelain may require sealing prior to grouting to prevent staining.

SURFACE PREPARATION

1. Tile must be firmly attached to a sound substrate and setting material must be cured for a minimum of 24-48 hours before grouting.

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2. Remove all spacers. Grout joints should be uniform in depth and width and free of all loose debris, contaminants and excess mortar or adhesive.

APPLICATION

New installation

1. Before grouting, soak the grout sponge in a pail of clean cool water and thoroughly wring out.
2. Use the dampened sponge and lightly wipe the tile surface in an area no larger than 5-10 sq. ft. A slightly wet tile surface allows the grout to glide easily over the tile and into the grout joint while providing for easier cleanup.
3. While tile is still damp, dispense a liberal amount of grout onto the tile surface.
4. Using the grout float, press the grout into the grout joints over the dampened area apply grout on no more than 5-10 sq. ft. at a time to allow for prompt cleaning; delayed cleaning may cause some cracking.
5. Place the grout float on edge at a 45° angle and rake the float diagonally across the tile surface while exerting a downward pressure. This will force the grout evenly into the grout joints.
6. Immediately remove all excess grout from the tile surface by holding the grout flat at a 90° angle to the tile and drawing it diagonally across the tile.
7. Clean by soaking grout sponge in clean cool water. Wring out excess water completely.
8. Use dampened sponge in a circular motion to smooth grout joints and clean off any remaining excess grout.
9. Continue rinsing of sponge in clean, cool water will aid in cleanup.
10. Avoid excess water in grout joints. For final cleaning/haze removal, allow grout to cure for 24 hours. Use a dampened sponge, then soft cloth to polish off residue.

Repair existing grout

a. Remove existing old grout with a grout saw 1/8" below the surface of existing tile, Sweep or vacuum dust and debris from surface of tile and grout joints.
b. Shaw Array-Grout can be applied directly over old grout. Apply enough to totally cover the old grout. Follow directions for new installation as shown above.

CLEANUP

Clean tools and hands with cold water before material dries.

CARE & MAINTENANCE

Mold and Mildew can grow on dirt, food, and soap scum that can accumulate on the grout surface. Routine cleaning will limit mold and mildew growth.

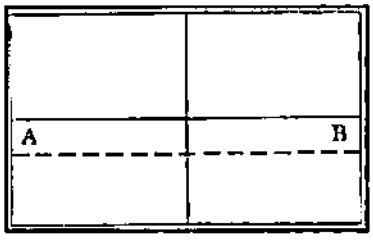
SAFETY

Avoid eye contact or prolonged contact with skin. Wash thoroughly after handling. If eye contact occurs flush with water for 15 minutes and consult a physician.

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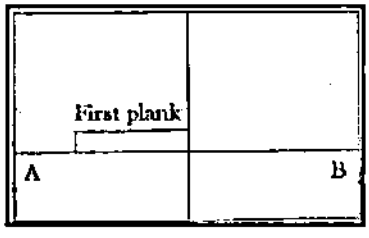
INSTALLATION INSTRUCTIONS FOR VINYL PLANKS

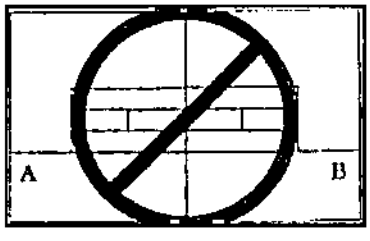
Layout of the Room



1. Find the center point of the room. Strike a line.
2. Obtain a true 90° angle by using a carpenter's square.
3. Strike a second line which will divide the room in to four equal parts.
4. Measure the distance from the center to the wall, parallel to the direction of the plank.
5. Divide the measurement by the width of the plank. If less than half remains as the border plank, adjust the point to compensate. This will give a larger border along the wall and reduce the chance of having to cut a small sliver of flooring to place along the wall.

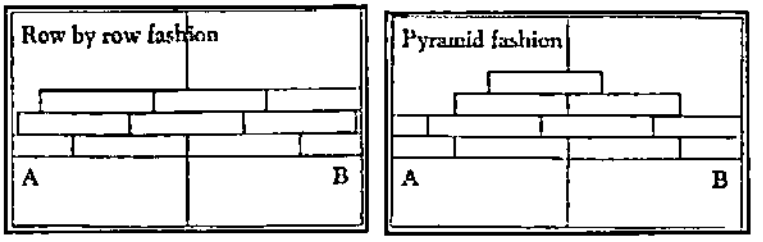
Layout of the Plank





a. Carefully place the first piece of plank at the junction of the chalk lines.
b. Continue to lay the plank, making sure each plank flush against the chalk line and tight against the adjoining plank.
c. Make sure the plank is well seated into the adhesive paying special attention, to the edges. Lay row by row, or in a pyramid fashion as shown below.

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Fitting the Border

a. Measure the distance from the last plank in the row to the wall.
b. Mark the plank and cut it against the mark.
c. Lay the plank in place, making sure that the cut edge is against the wall.

Fitting Around Irregular Objects

a. Make a pattern out of heavy paper to fit around pipes and other irregularities.
b. Place the pattern on the plank, trace cutting along the trace lines.

IMPORTANT: All flooring must by rolled with a minimum 100 lb roller after installation. Use a hand roller in areas not reached with a 100 lb roller.

Note: Do not use tape to secure floor protection during construction or renovation. Use ram board or similar to protect the floor.

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PHILADELPHIA COMMERCIAL

SPECIFICATION

SHAW 200 RESILIENT ADHESIVE

DESCRIPTION

Shaw 200 is a resin based, cross-linking transitional pressure adhesive for installing [redacted] over porous and non-porous substrates. After installation, the Shaw 200 adhesive will transition from an initial pressure sensitive bond to a permanent hard set bond.

APPROVED SUBSTRATES

- For interior use only.
- Wood Association approved wood underlayment and subflooring. See Resilient Wood Substrate Information
- [redacted] (on, above or below grade), metal, wood fiberglass and terrazzo.
- Existing resilient products should be over 1 year old, secure and fully adhered with a full spread of adhesive. Remove all waxes and polishes from the existing floor before installation.

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SUBSTRATE TESTING

- RH 99% (ASTM F2170). (absent of hydrostatic pressure)
- MVER must be at or below 12 lbs (ASTM F1869)
- pH must not exceed 12 (ASTM F710)

For older slabs that have a prior history of moisture related issues, Shaw Technical Support recommends moisture mitigation in the form of a 2-part epoxy system, such as MoistureTEK.

SURFACE PREPARATION

- [redacted] and dry.
- [redacted] curing agents, concrete sealers, loosely bonded toppings, [redacted] and any other substance or condition that may prevent or reduce adhesion.
- [redacted] that meet or exceed Shaw Industries maximum moisture level and pH requirements. Use of gypsum-based patching and/or leveling compounds which contain Portland or high alumina cement and meet or exceed the compressive strength of 3,000 psi are acceptable.

For product support please contact us at 800.241.4692 or visit our website www.philadelphiacommercial.com

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- Installation site must be acclimated with HVAC in operation. The temperature must be controlled between 60-85°F (15-30°C) and the relative humidity controlled between 30-65%.
- Do not use over chemically abated substrates.

APPLICATION INSTRUCTIONS

Read and follow the product specific installation guidelines for layout, design and any special instructions for installation.

- [illegible]
- Spread adhesive evenly over substrate, keeping the trowel at a 45° angle to the substrate.

Flooring Type	Trowel Size	Coverage
[illegible]	[illegible] SQ notch	[illegible]
Vinyl Tile and Plank over Non-porous Substrate	1/16 x 1/32" x 1/32 U notch	200 - 240 sq ft / gal
Solid Vinyl Sheet over Porous Substrate	1/16" x 1/32" x 1/32" U notch	175 - 225 sq ft / gal
Solid Vinyl Sheet over Non-Porous	1/16" x 1/32" x 1/32" U notch	175 - 225 sq ft / gal

Note: Coverages are estimates only. Actual jobsite coverages may vary according to substrate conditions, type of trowel used and setting practices. Trowel dimensions are depth/width/space.

Porous substrate	For wet set installations, allow Shaw 200 to flash off for 5-10 minutes, install tile or plank. [illegible] For sheet vinyl, apply Shaw 200, immediately backroll with 3/16" nap roller. [illegible]
Non-porous substrate – Tile & Plank:	Apply Shaw 200, allow to dry for 45-60 minutes, install tile and plank within 2 hours.

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[Rec. p. 252]

Non-porous substrate - Sheet Vinyl:	Back roll the wet adhesive with a 3/16" nap roller immediately after spreading adhesive and allow adhesive to be open until dry to the touch. After install is complete, roll and cross roll floor covering with 75-100.

NOTE: Back roll the adhesive with a short nap 3/16" roller to reduce telegraphing of adhesive ridges.

Porous Substrates:

- Flash time 15-30 minutes
- Working time 2 hours

Non-Porous Substrates:

- Flash time 45-60 minutes
- Working time 2 hours

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[redacted]

Flash time:	Waiting time required before installing floor covering.
Working Time:	The window of time for the adhesive to accept floor covering. Flash time and working time may vary based on temperature, humidity, substrate porosity and jobsite conditions.
Note:	**Areas with lower than normal relative humidity will result in a reduced working time.**

PRODUCT CHARACTERISTICS

Weight	34 lbs [redacted] / 8.75 lbs/1 gallon pail
Pallet Quantity	48 / 180
Pallet Weight	1682 lbs / 1632 lbs

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PHILADELPHIA COMMERCIAL

SPECIFICATION

Polymer Type	Acrylic
Percent Solids	50 - 60%
VOC's (Rule #1168 of California's SCAQMD)	<20 g/L
Color	Beige dries Translucent
Tracer	Red Glitter
Shelf Life	2 years from manufacturing date, in an unopened container.
Storage conditions	65°F to 95°F (18°C to 35°C) Freeze / Thaw stable.
Flash point (ASTM D56)	>212°F / 100°C
Cleaning Instructions	Use warm soapy water while adhesive is still wet. Dried adhesive requires the use of a safety solvent.
[redacted]	[redacted]

ENVIRONMENTAL

- California South Coast Air Quality Management District Rule 1168
- California Department of Public Health Section 01350
- Floor Score Certified #SCS-FS-03175
- CRI Green Label Plus Certified #60111

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LEED IEQ CREDIT INFORMATION (2009 AND V4)

Credit Requirement	Status	Comment
Meet General Emissions Evaluation Criteria	Complies	SCS-FS-07413 GLP #60111
VOC's (Rule #1168 of California SCAQMD amended October 6, 2017)	Complies	VOC Content < 50g/L

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PHILADELPHIA COMMERCIAL

SPECIFICATION

WARRANTY

LokWorx Resilient Adhesive Limited Warranty - 10 Years (*Residential applications only) no underbed coverage. For more detailed information on this limited warranty, please contact information at the bottom of this page.

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CARPET KING AND FLOORING LLC

1451 – A HWY 17 S

NORTH MYRTLE BEACH SC 29582

US

ROUTE

8Y

ORDER LINE	DESCRIPTION	STYLE/COLOR	QTY / UO
129426 2	SHAW 200 TPS 4G	026VS 00001	1 EA
DY9121 1	4 GAL PAIL	D/L: STD	
	PROJECT NAME:		

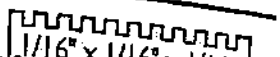
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RECOMMENDED TROWELS

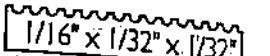
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Porous Substrates
(Such as plywood, porous concrete, floor patch, or skim coated.)
(Vinyl Tile & Plank)
[Coverage 140-170 sq.ft/gal]



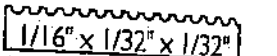
1.6 mm x 1.6 mm x 1.6 mm
Square-Notch (Shaw Blade #HS301)

Non-Porous Substrates
(or Shaw 9050 primed surfaces)
(Vinyl Tile & Plank)
[Coverage 200-240 sq.ft/gal]



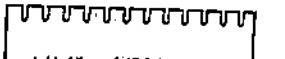
1.6 mm x 0.8 mm x 0.8 mm
U-Notch (Shaw Blade #HS200)

Porous Substrates
(Such as plywood, porous concrete, floor patch, or skim coated.)
(Solid Vinyl Sheet Goods)
[Coverage 175-225 sq.ft/gal]



1.6 mm x 0.8 mm x 0.8 mm
U-Notch (Shaw Blade #HS200)

Non-Porous Substrates
(or Shaw 9050 primed surfaces)
(Solid Vinyl Sheet Goods Only)
[Coverage 240-280 sq.ft/gal]



1.6 mm x 0.8 mm x 2 mm
U-Notch (Shaw Blade #HS190)

Note: Coverage is approximate and will vary depending on porosity and roughness of subfloor, angle at which the trowel is held, temperature of the adhesive and the subfloor, and the skill of the installer applying the adhesive.

Note: Trowel dimensions are width x depth x spacing. Trowel illustrations shown above are not at 100% scale.

Note: Coverage will be improved by priming the subfloor with Shaw 9050 to reduce adhesive absorption. Qualified lightweight concrete requires priming with Shaw 9050. See installation instructions for lightweight concrete requirements.

Note: Coverage will be significantly lower over subfloors not properly prepared according to established industry guidelines.

FIRE RATINGS - Meets NFPA Class A and UBC Class I as determined by ASTM E-84 and also passes the pill test.

CAUTION - DO NOT take internally. If swallowed, DO NOT induce vomiting, call a physician immediately. Avoid contact with eye. In case of eye contact, flush thoroughly with water and get medical attention.

KEEP OUT OF THE REACH OF CHILDREN.

WARRANTY
This product is manufactured according to exacting quality control standards and is warranted to be free from manufacturing defects. Defective material called to our attention within one year of manufacture will be replaced. No guarantee, expressed or implied, is made regarding the performance of this product since the manner and conditions of application are beyond our control. For complete warranty information, call SHAW Tech Services at 800-441-7429. You may also visit us on the web at: www.SHAWfloors.com

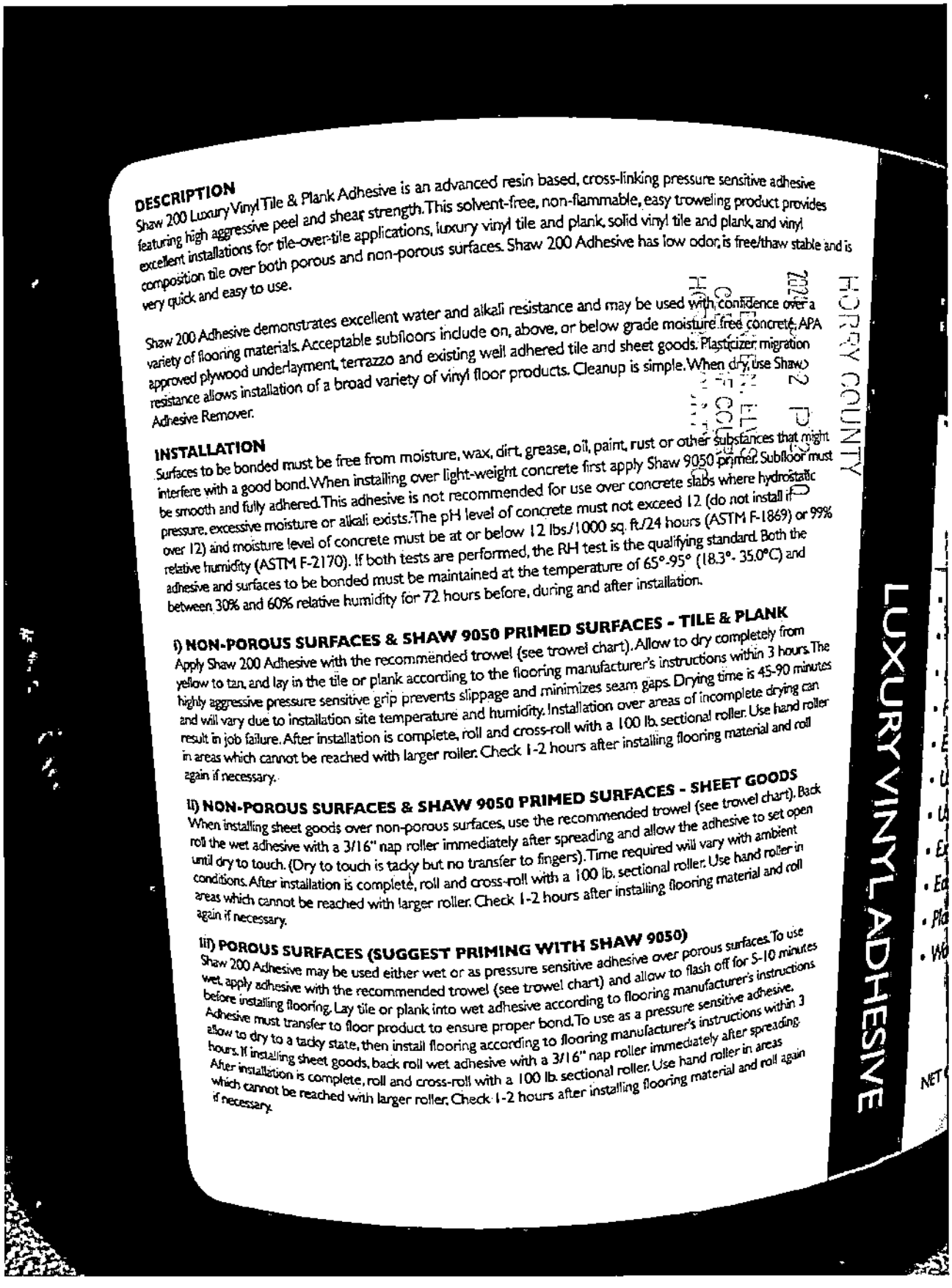
FEATURES- Shaw 200 Adhesive contains anti-microbial agents that will provide its dry film with protection from fungal growth. This protection is determined using the ASTM G21 test method. Freeze thaw stable to 10°F. While this adhesive is freeze thaw stable it is still necessary to protect from freezing. Multiple freeze thaw cycles below 10°F may irreversibly damage the adhesive. For any installation not herein recommended, contact Shaw Industries, Inc. before proceeding.

For any questions, call the Shaw Information Center at 1-800-441-7429.

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DESCRIPTION

Shaw 200 Luxury Vinyl Tile & Plank Adhesive is an advanced resin based, cross-linking pressure sensitive adhesive featuring high aggressive peel and shear strength. This solvent-free, non-flammable, easy troweling product provides excellent installations for tile-over-tile applications, luxury vinyl tile and plank, solid vinyl tile and plank, and vinyl composition tile over both porous and non-porous surfaces. Shaw 200 Adhesive has low odor, is free/thaw stable and is very quick and easy to use.

Shaw 200 Adhesive demonstrates excellent water and alkali resistance and may be used with confidence over a variety of flooring materials. Acceptable subfloors include on, above, or below grade moisture free concrete, APA approved plywood underlayment, terrazzo and existing well adhered tile and sheet goods. Plasticizer migration resistance allows installation of a broad variety of vinyl floor products. Cleanup is simple. When dry, use Shaw Adhesive Remover.

INSTALLATION

Surfaces to be bonded must be free from moisture, wax, dirt, grease, oil, paint, rust or other substances that might interfere with a good bond. When installing over light-weight concrete first apply Shaw 9050 primer. Subfloor must be smooth and fully adhered. This adhesive is not recommended for use over concrete slabs where hydrostatic pressure, excessive moisture or alkali exists. The pH level of concrete must not exceed 12 (do not install if over 12) and moisture level of concrete must be at or below 12 lbs/1000 sq. ft./24 hours (ASTM F-1869) or 99% relative humidity (ASTM F-2170). If both tests are performed, the RH test is the qualifying standard. Both the adhesive and surfaces to be bonded must be maintained at the temperature of 65°-95° (18.3°- 35.0°C) and between 30% and 60% relative humidity for 72 hours before, during and after installation.

I) NON-POROUS SURFACES & SHAW 9050 PRIMED SURFACES - TILE & PLANK

Apply Shaw 200 Adhesive with the recommended trowel (see trowel chart). Allow to dry completely from yellow to tan, and lay in the tile or plank according to the flooring manufacturer's instructions within 3 hours. The highly aggressive pressure sensitive grip prevents slippage and minimizes seam gaps. Drying time is 45-90 minutes and will vary due to installation site temperature and humidity. Installation over areas of incomplete drying can result in job failure. After installation is complete, roll and cross-roll with a 100 lb. sectional roller. Use hand roller in areas which cannot be reached with larger roller. Check 1-2 hours after installing flooring material and roll again if necessary.

II) NON-POROUS SURFACES & SHAW 9050 PRIMED SURFACES - SHEET GOODS

When installing sheet goods over non-porous surfaces, use the recommended trowel (see trowel chart). Back roll the wet adhesive with a 3/16" nap roller immediately after spreading and allow the adhesive to set open until dry to touch. (Dry to touch is tacky but no transfer to fingers). Time required will vary with ambient conditions. After installation is complete, roll and cross-roll with a 100 lb. sectional roller. Use hand roller in areas which cannot be reached with larger roller. Check 1-2 hours after installing flooring material and roll again if necessary.

III) POROUS SURFACES (SUGGEST PRIMING WITH SHAW 9050)

Shaw 200 Adhesive may be used either wet or as pressure sensitive adhesive over porous surfaces. To use wet, apply adhesive with the recommended trowel (see trowel chart) and allow to flash off for 5-10 minutes before installing flooring. Lay tile or plank into wet adhesive according to flooring manufacturer's instructions. Adhesive must transfer to floor product to ensure proper bond. To use as a pressure sensitive adhesive, allow to dry to a tacky state, then install flooring according to flooring manufacturer's instructions within 3 hours. If installing sheet goods, back roll wet adhesive with a 3/16" nap roller immediately after spreading. After installation is complete, roll and cross-roll with a 100 lb. sectional roller. Use hand roller in areas which cannot be reached with larger roller. Check 1-2 hours after installing flooring material and roll again if necessary.

LUXURY VINYL ADHESIVE

Gmail Osen Ochen <osenochen@gmail.com>

Carpet King and flooring

2 messages

Carpet King and flooring <carpetkingv@gmail.com> Fri, Nov 17, 2023 at 2:36 PM
To: Osen Ochen <osenochen@gmail.com>

Hi Olga,
Attached is a copy of our installation warranty I spoke to you about. I am trying to be helpful. This should have been attached when I sent over your paid invoice, I apologize about that. You have your invoice showing as paid. If you would like, I can share the specifics for the Shaw 200 adhesive we used on your concrete subfloor. I do recommend you speak to the owner of the company. We are trying to work with you and help you in any way we can so you can install your own baseboards. The transition at the slider door did not get installed. I can take care of that as of now.
Respectfully,
Joey Kocsis

INSTALLWARRANTY.pdf
238K

Osen Ochen <osenochen@gmail.com> Mon, Nov 20, 2023 at 2:18 PM
To: Carpet King and flooring <carpetkingv@gmail.com>

Hi Joe,

I appreciate your attempt to be helpful but my decision remains the same, I am not willing to give you any second chances. You have presented yourself as the owner of Carpet King and Flooring, and you have charged me $3400 for a job which within a week appeared to not have been installed at all. At this point today, I, a disabled woman with a neurological disability which makes moving around very difficult, have simply pulled up all the planks in my family room by hand. I have attached just a few photos. Everything proves you have violated many established industry guidelines for installing glue-down vinyl plank flooring. And you still fail to see what you have done incorrectly. You even tried to claim that this is normal and an "easy fix". You also tried to claim it's the adhesive's fault. Which establishes therefore that you and your installer lack the expertise, and that you have misrepresented your expertise to me to get my money. Since you have not installed your contract but charged me and taken my money, I will file a claim against you this week.

Olga Teslenko

[Quoted text hidden]

6 attachments

FILED
HORRY COUNTY
2024 JUL 22 P 2:20
RENEE N. ELVIS
CLERK OF COURT
HORRY COUNTY, SC



familly room 1.jpg
2234K



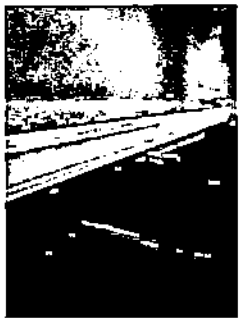
family room 2.jpg
3542K



family room 3.jpg
2550K



family room 4.jpg
2189K



leveling 4.jpg
3224K

FILED
HORRY COUNTY
2024 JUL 22 P 2:20
RENEE N. ELVIS
CLERK OF COURT
HORRY COUNTY, SC



SHAW 200 Guidelines.PNG
4844K

FILED
HORRY COUNTY
2024 JUL 22 P 2:20
RENEE N. ELVIS
CLERK OF COURT
HORRY COUNTY, SC


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HORRY COUNTY
2024 JUL 22 P 3:20
RENEE N. ELVIS
CLERK OF COURT
HORRY COUNTY, SC

FILED
HORRY COUNTY
2021 JUL 22 P 2:20
RENEE N. ELLIS
CLERK OF COURT
HORRY COUNTY, SC

STATE OF SOUTH CAROLINA

COUNTY OF HORRY

Olga Teslenko
APPELLANT

VS.

Carpet King & Flooring, Joe Kocsis
RESPONDENTS

2024CP2602983
COMMON PLEAS CASE UMBER

2023CV261093695
MAGISTRATE CIVIL CASE NUMBER

IN THE COURT OF COMMON PLEAS

LETTER TO THE
CLERK OF COURT

July 22, 2024

FILED
HORRY COUNTY
2024 JUL 22 P 2:15
RENEE N. ELVIS
CLERK OF COURT
HORRY COUNTY SC

Mme. Rene N. Elvis,
Horry County Clerk of Court
P.O. Box 677
1301 2nd Avenue
Conway, South Carolina 29526

RE: Olga Teslenko, Appellant, VS. Carpet King & Flooring, Joe Kocsis, Respondent,

Dear Madame Clerk of Court,

I would like the Judge in my case to review the evidence which I submitted to the Magistrate, Honorable Judge Christopher Arakas, at my court hearing in the Magistrate Court, and which has been omitted in the return documents, returned by the Magistrate. Without this evidence, the matter of my appeal cannot be ascertained, and therefore a risk of miscarriage of justice exists. This evidence is included in a flash drive and printed documents the same way I submitted it to the Magistrate court originally. I would like to propose to include this evidence in the Record of Appeal as the evidence omitted in the Magistrate Return.

Sincerely,

Olga Teslenko, Appelant,
100 Fountain Pointe Ln, Unit 103,
Myrtle Beach, SC, 28578

July 22, 2024

Enclosed:
Flash drive
Olga Teslenko's Magistrate Court statement and supporting documents

ITEM 12

Appellant’s Request to Correct 'Not Reviewed' to 'Reviewed' (filed August 14, 2024).

STATE OF SOUTH CAROLINA	)	2024CP2602983
	)	COMMON PLEAS CASE NUMBER
COUNTY OF HORRY	)	
	)	2023CV261093695
Olga Teslenko	)	MAGISTRATE CIVIL CASE NUMBER
APPELLANT	)	
VS.	)	IN THE COURT OF COMMON PLEAS
Carpet King & Flooring,	)	
Joe Kocsis	)	**REQUEST TO CORRECT**
RESPONDENT(S)	)	**DATA ENTRY ERROR**

Appellant hereby requests the electronic data in this matter be corrected because there is an error in the electronic data maintained by the clerk of court.

1. The data entry error is the description of the exhibits Appellant filed on July 22, 2024, as "Exhibits Not Reviewed in Lower Court". In a letter to the Clerk of Court, on 07/22/2024, Appellant filed evidence, which has been omitted in the return documents, returned by the Magistrate, but which was originally submitted to the Magistrate court, and which constitutes the original record on the Magistrate civil case number above. On Magistrate's court day this evidence was in fact reviewed in court.

2. Appellant hereby requests the following correction to the data:
Appellant's filing on 07/22/2024 described as "Exhibits Omitted in Lower Court's Return".

Date: August 14, 2024

Appellant Signature

Olga Teslenko,
100 Fountain Pointe Ln
Unit 103,
Myrtle Beach, SC, 2857
(510) 388-2780
osenochen@gmail.com
Appellant

FILED
HORRY COUNTY
2024 AUG 14 P 2:47
RENEE N. ELVIS
CLERK OF COURT
HORRY COUNTY, SC

SCCA/295 (10/2015)

ITEM 13

Circuit Court Order Correcting Caption (filed August 15, 2024).

STATE OF SOUTH CAROLINA)
)
)
)
Olga Teslenko)
PLAINTIFF(S))
)
VS.)
)
Carpet King & Flooring, et al)
DEFENDANT(S))

IN THE COURT OF COMMON PLEAS OF
THE 15th JUDICIAL CIRCUIT

CASE NO. 2024CP2602983

RESPONSE TO REQUEST TO CORRECT DATA ENTRY ERROR

Original Request filed by: Olga Teslenko

On: August 14, 2024

☒ The requested correction was made.

☐ Referred to Chief Administrative Judge

☐ Referred to Other Judge (MIE, Business Court, etc.):

☐ Correction Not Made.
Reason:

FILED
HORRY COUNTY
2024 AUG 16 A 10:52
RENEE N. ELVIS
CLERK OF COURT
HORRY COUNTY, SC

SCCA/296 (10/2015)

ITEM 14

Return from Magistrate Court, Document 3, 30 pages (back filed after Aug 21 hearing).

MAGISTRATE RETURN ON APPEAL

FILED
HORRY COUNTY
2024 MAY 23 P 4:16
RENEE N. ELMS
CLERK OF COURT
HORRY COUNTY, SC

CASE NUMBERS:	**2023CV261093695** **2024CP2602983**
PLAINTIFF:	**OLGA TESLENTE**
DEFENDANT:	**CARPET KING AND FLOORING**
CASE TYPE:	**SUMMONS AND COMPLAINT**

ORIGINAL

On November 22nd, 2023 the plaintiff filed a COMPLAINT against the defendant at the Myrtle Beach Magistrate Office. The defendant was personally served notice of said complaint on December 4th, 2023. The defendant notified the Court with his ANSWER on December 21st, 2023, denying the plaintiffs claims. The plaintiff claimed $3,394.75 in damages against the defendant. All parties appeared at the Myrtle Beach Magistrate Office on March 27th, 2024. The parties were Pro Se, the Court swore all parties, the Court received all evidence and testimony offered.

The plaintiff stated she entered into a contract with the defendant on or around October 31st, 2023 where the defendant would take out her carpet and replace it with shaw prime plank. The plaintiff stated she paid $1,700.00 on November 2nd, 2023 to the defendant, and the remaining balance upon completion, totaling $3,394.75. The plaintiff stated the installed flooring was not done to industry standards, and began to peel up 10 days after installation. The plaintiff stated she could peel the flooring up with her bare hands. The plaintiff stated she has a 1-year warrant given to her by the defendant on the installation of her floor. The plaintiff stated she contacted another flooring company, and they stated the defendant installed the flooring incorrectly. The plaintiff stated the defendant admitted to installing her floor incorrectly and agreed to refund her money.

The defendant stated his company did install flooring for the plaintiff at her residence. The defendant stated the contracted price for the install was $3,394.75. The defendant stated once the installation was compete, the plaintiff was very happy and paid the remainder of the balance. The defendant stated he was contacted by the plaintiff a few days later, who stated the floor was peeling up and wanted him to come and inspect the newly installed floor. The defendant stated when he arrived at the plaintiff's residence, it was very obvious the plaintiff had intentionally pulled up multiple floor planks. The defendant stated he attempted to correct the issue, however the plaintiff would not allow his company access to her residence. The defendant stated the only prep-work his company did before installation was scrap and sweep the slab.

FINDING OF FACT BY THE COURT:

1) The plaintiff and the defendant entered into a contract where the plaintiff would pay the defendant $3,354.75 and the defendant would remove the plaintiffs carpet and replace the carpet with shaw prime plank.
2) The defendant performed and completed the agreed upon work and was fully paid by the plaintiff.

3) The plaintiff contacted the defendant and complained about the performance of his work due to some of the planks not adhering to the subfloor. The plaintiff pulled multiple planks up before notifying the defendant, possible causing more damage then was necessary.
4) The defendant responded to the plaintiff's complaint, however was not fully allowed by the plaintiff to perform warranty work.
5) The evidence the plaintiff entered into evidence was largely hearsay, and could not be considered by the Court.
6) The Court believes the flooring product was not installed 100% correct, however the plaintiff did not allow the defendant to perform or cure the issue as the contractual warranty dictates.
7) The Court calculated the total cost to the plaintiff to include all materials, Court cost and taxes to be $2,000.00.

In conclusion it is the Courts beliefs the plaintiff did not get a properly installed floor. However, the plaintiff did not give the defendant an opportunity to perform under the full contract by denying him access, and not allowing him to complete repair work covered by the warranty.

Respectfully Submitted By,

Chris Arakas,
Myrtle Beach Magistrate
05/21/24

ORIGINAL

FILED
HORRY COUNTY
2024 MAY 23 P 4:16
RENEE N. ELVIS
CLERK OF COURT
HORRY COUNTY, SC

COPY

MYRTLE BEACH
MAGISTRATE'S OFFICE
2024 MAY -7 PM 12:47

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF Horry

DISTRICT #6

CIVIL ACTION COVERSHEET

Olga Teslenko
Plaintiff(s)

vs.

Carpet King & Flooring, Joe Kocsis
Defendant(s)

2024-CP-26-2983

MAGISTRATE CIVIL CASE NUMBER 2023 CV2610935695

Submitted By: Olga Teslenko
SC Bar #:
Address: 100 Fountain Pointe Ln Unit 103 Myrtle Beach, SC 29579
Telephone #: (510) 388 2780
Fax #:
Other:
E-mail: osenochen@gmail.com

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 filed 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.

FILED
HORRY COUNTY
2024 APR 26 P 3:39
RENEE N. ELVIS
CLERK OF COURT
HORRY COUNTY, SC

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*)

Contracts
- ☐ Constructions (100)
- ☐ Debt Collection (110)
- ☐ General (130)
- ☒ Breach of Contract (140)
- ☐ Fraud/Bad Faith (150)
- ☐ Failure to Deliver/ Warranty (160)
- ☐ Employment Discrim (170)
- ☐ Employment (180)
- ☐ Other (199) _____

Torts – Professional Malpractice
- ☐ Dental Malpractice (200)
- ☐ Legal Malpractice (210)
- ☐ Medical Malpractice (220)
- Previous Notice of Intent Case # 20___-NI-_____-_____
- ☐ Notice/ File Med Mal (230)
- ☐ Other (299) _____

Torts – Personal Injury
- ☐ Conversion (310)
- ☐ Motor Vehicle Accident (320)
- ☐ Premises Liability (330)
- ☐ Products Liability (340)
- ☐ Personal Injury (350)
- ☐ Wrongful Death (360)
- ☐ Assault/Battery (370)
- ☐ Slander/Libel (380)
- ☐ Other (399) _____

Real Property
- ☐ Claim & Delivery (400)
- ☐ Condemnation (410)
- ☐ Foreclosure (420)
- ☐ Mechanic's Lien (430)
- ☐ Partition (440)
- ☐ Possession (450)
- ☐ Building Code Violation (460)
- ☐ Other (499) _____

Inmate Petitions
- ☐ PCR (500)
- ☐ Mandamus (520)
- ☐ Habeas Corpus (530)
- ☐ Other (599) _____

Administrative Law/Relief
- ☐ Reinstate Drv. License (800)
- ☐ Judicial Review (810)
- ☐ Relief (820)
- ☐ Permanent Injunction (830)
- ☐ Forfeiture-Petition (840)
- ☐ Forfeiture—Consent Order (850)
- ☐ Other (899) _____

Judgments/Settlements
- ☐ Death Settlement (700)
- ☐ Foreign Judgment (710)
- ☒ Magistrate's Judgment (720)
- ☐ Minor Settlement (730)
- ☐ Transcript Judgment (740)
- ☐ Lis Pendens (750)
- ☐ Transfer of Structured Settlement Payment Rights Application (760)
- ☐ Confession of Judgment (770)
- ☐ Petition for Workers Compensation Settlement Approval (780)
- ☐ Incapacitated Adult Settlement (790)
- ☐ Other (799) _____

Appeals
- ☐ Arbitration (900)
- ■ Magistrate-Civil (910)
- ☐ Magistrate-Criminal (920)
- ☐ Municipal (930)
- ☐ Probate Court (940)
- ☐ SCDOT (950)
- ☐ Worker's Comp (960)
- ☐ Zoning Board (970)
- ☐ Public Service Comm. (990)
- ☐ Employment Security Comm (991)
- ☐ 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)

FILED
HORRY COUNTY
2024 APR 26 P 3:39
RENEE N. ELVIS
CLERK OF COURT
HORRY COUNTY, SC

PAID

Submitting Party Signature: _____ Date: 4/28/2024

STATE OF SOUTH CAROLINA)
COUNTY OF Horry)
Olga Teslenko)
APPELLANT(S))
VS.)
Carpet King & Flooring, Joe Kocsis)
RESPONDENT(S))

COMMON PLEAS CASE NUMBER

2023CV2610936 95

MAGISTRATE CIVIL CASE NUMBER

IN THE COURT OF COMMON PLEAS

NOTICE OF CIVIL APPEAL

FILED
HORRY COUNTY
2024 APR 29 P 3:30
RENEE N. ELVIS
CLERK OF COURT
HORRY COUNTY, SC

MYRTLE BEACH
MAGISTRATE'S OFFICE
DISTRICT #6
2024 APR 29 P 12:4

The plaintiff/ defendant (circle one), Olga Teslenko hereby gives notice of appeal from the judgment of the magistrate's court in the above action, to the Circuit Court of Common Pleas, in the county of Horry.

This notice of appeal is made subsequent to personal notice of the judgment which was received on the 06 day of April, 2024.

The appellant's exceptions to the judgment of the magistrate are set forth as follows:

I disagree with the amount of the judgment rendered for me by the Myrtle Beach Magistrate Court in the above case, and I am convinced that the amount ordered to be recovered to me from the Defendents should be $4064.75, for the following reasons:

1. This was a case of a complete material breach of contract, and the Magistrate Court recognized it as such.
2. The amount of the breached contract, as well as the amount I paid for it, is $3394.75
3. The entire installation was botched, as fully evidenced and confirmed by an independent certified inspection, and no portion of the used LVP may be re-used, as stipulated by the the installation instructions.
4. It therefore follows that the entire amount of the breached contract, $3394.75, should be recovered to me from the Defendent.
5. The need for an independent inspection was forced upon me by the Defendent breaching this contract, and then renagging on his agreement to return my money, given to me during his Ispection of the botched installation. It therefore follows that the inspection fee of $430 should also be recovered to me from the Deffendent.
6. Lastly, the need to file a complaint with the local Magistrate Court ($90), and then the need to file this appeal ($150) was forced upon me only because the Defendent breached our contract. It therefore follows that these filing fees should be recovered to me from the Defendent.

4/29/2024

Dated: _____

_____
Appellant (or his attorney)

FILED
HORRY COUNTY
2024 MAY 23 P 4:18
RENEE N. ELVIS
CLERK OF COURT
HORRY COUNTY, SC

SCCA/720 (Amended 8/1/2011)

STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY)

2023CV261093695
CIVIL CASE NUMBER

IN THE MAGISTRATE'S COURT

JUDGMENT

Olga Teslenko
100 Fountain Pointe Unit 103
Myrtle Beach, SC 29579
(510) 388-2780
PLAINTIFF(S)

Vs

Carpet King & Flooring
532 Broadway Street
Myrtle Beach, SC 29577

Joe Kocsis
532 Broadway Street
Myrtle Beach, SC 29577
DEFENDANT(S)

The issues in this action were tried in the Myrtle Beach Magistrate Court on March 27, 2024 at which time a Judgment for the Plaintiff, **Olga Teslenko, ,** was rendered in the amount of **$2,000.00**.

IT IS THEREFORE ORDERED that the Plaintiff recover from the Defendant(s):

Carpet King & Flooring
Joe Kocsis

the total amount of **$2,000.00** which includes other relief, if any, as stated below.

JUDGE Christopher J. Arakas

Myrtle Beach Magistrate Court
1201 21st Avenue North
Myrtle Beach, SC 29577
Phone: (843) 915-5293 Fax: (843) 444-6131

March 27, 2024

MYRTLE BEACH
MAGISTRATE'S OFFICE
2024 MAY -7 PM 12:48
DISTRICT #6

FILED
HORRY COUNTY
2024 APR 29 P 3:30
RENEE N. ELVIS
CLERK OF COURT
HORRY COUNTY, SC

FILED
HORRY COUNTY
2024 MAY 23 P 4:
RENEE N. ELVIS
CLERK OF COURT
HORRY COUNTY, SC

MV6

Gmail Osen Ochen <osenochen@gmail.com>

Your Daily Digest for Sat, Apr 06

1 message

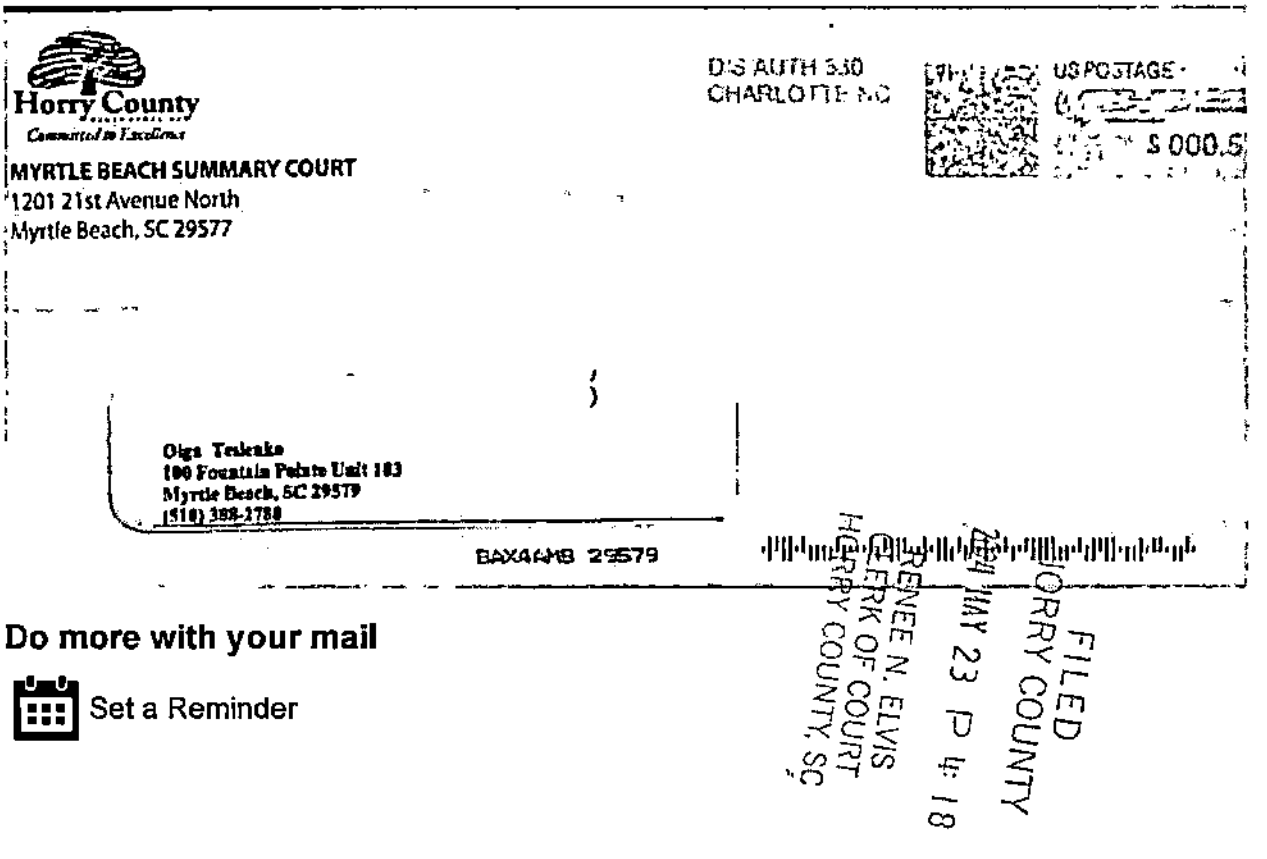
USPS Informed Delivery Sat, Apr 6, 2024 at 7:27 AM
<USPSInformeddelivery@email.informeddelivery.usps.com>
To: osenochen@gmail.com

You have mail and packages arriving soon. 4/6/2024

COMING TO YOUR MAILBOX SOON.

MAIL

View all mail on dashboard



Do more with your mail

Set a Reminder

CERTIFIED MAIL

O. Teslenko
100 FP # 103
MB, SC 29579

7021 2720 0003 3511 0200



MB Magistrate Court
1201 21st Avenue North
Myrtle Beach, SC 29577

Retail

29577

RDC 99

MYRTLE
U.S. POSTAGE PAID
FCM LETTER
MYRTLE BEACH, SC 29577
MAY 06, 2024
$8.73
R2303S104478-22

[Rec. p. 276]

STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY)
)
)
)

2023CV261093695
CIVIL CASE NUMBER

IN THE MAGISTRATE'S COURT

JUDGMENT

Olga Teslenko
100 Fountain Pointe Unit 103
Myrtle Beach, SC 29579
(510) 388-2780
PLAINTIFF(S)

Vs

Carpet King & Flooring
532 Broadway Street
Myrtle Beach, SC 29577

Joe Kocsis
532 Broadway Street
Myrtle Beach, SC 29577
DEFENDANT(S)

The issues in this action were tried in the Myrtle Beach Magistrate Court on March 27, 2024 at which time a Judgment for the Plaintiff, **Olga Teslenko, ,** was rendered in the amount of **$2,000.00.**

IT IS THEREFORE ORDERED that the Plaintiff recover from the Defendant(s):

Carpet King & Flooring
Joe Kocsis

the total amount of **$2,000.00** which includes other relief, if any, as stated below.

JUDGE Christopher J. Arakas

Myrtle Beach Magistrate Court
1201 21st Avenue North
Myrtle Beach, SC 29577
Phone: (843) 915-5293 Fax: (843) 444-6131

March 27, 2024

FILED
HORRY COUNTY
2024 MAY 23 P 4:18
RENEE N. ELVIS
CLERK OF COURT
HORRY COUNTY, SC

MV6

D

Carpet King and flooring
532 Broadway St.
Myrtle Beach SC 29577
www.CarpetKingandflooring.com
Email: CarpetKingV@gmail.com

Phone: (843) 934-KING (5464)
Phone: (843) 232-7744
Fax: (843) 273-0217

Carpet King and flooring

Number	E176
Date	10/31/2023

Bill To
Olga Teslenko
100 Fountain Pointe Ln. Unit 103
Myrtle Beach SC 29577
510-388-2780

Ship To

PO Number	Terms	Customer #	Service Rep	Project

	Item	Description	Price/Rate	Tax1	Amount
597.00	LVP	Shaw Prime Plank 0616V-00717 12 Ctns	$2.49	✔	$1,486.53
1.00	Sundries	Shaw LVT 3500 Adhesive	$149.99	✔	$149.99
1.00	Sundries	Matching End Cap - for slider door	$54.99	✔	$54.99
1.00	Labor	Take out and disposal carpet, pad & tack strip / Weave LVT in 2 door ways / LVT glue down installation	$1,511.00		$1,511.00

FILED
HORRY COUNTY
2024 MAY 23 P 4:18
RENEE E. ELVIS
CLERK OF COURT
HORRY COUNTY, SC

Amount Paid	$0.00	Discount	$0.00
Amount Due	$3,354.75	Shipping Cost	$0.00
		Sub Total	$3,202.51
		Sales Tax 9.00% on $1,691.5	$152.24
		Total	$3,354.75

D

Carpet King and flooring
532 Broadway St.
Myrtle Beach SC 29577
www.CarpetKingandflooring.com
Email: CarpetKingV@gmail.com

Phone: (843) 934-KING (5464)
Phone: (843) 232-7744
Fax: (843) 273-0217

Carpet King and flooring

Invoice

Number	1111
Date	10/31/2023

Bill To

Olga Teslenko
100 Fountain Pointe Ln. Unit 103
Myrtle Beach SC 29577
510-388-2780

Ship To

PO Number	Terms	Customer #	Service Rep	Project

	Item	Description	Price/Rate	Tax1	Amount
616.00	LVP	Shaw Prime Plank 0616V-00717 12 Ctns	$2.49	✔	$1,533.84
1.00	Sundries	Shaw LVT 200 - 026V Adhesive	$169.99	✔	$169.99
1.00	Labor	Take out and disposal carpet, pad & tack strip / R&R furniture / weave in to existing LVP/ LVP installation glue down	$1,497.00		$1,497.00
1.00	Labor	Disposal Baseboard	$40.00		$40.00

FILED
HORRY COUNTY
2024 MAY 23 P 4:18
RENEE N. ELVIS
CLERK OF COURT
HORRY COUNTY, SC

Amount Paid	$3,394.17	Discount	$0.00
Amount Due	$0.00	Shipping Cost	$0.00
		Sub Total	$3,240.83
		Sales Tax 9.00% on $1,703.8	$153.34
		Total	$3,394.17

Carpet King and flooring
532 Broadway St.
Myrtle Beach SC 29577
www.CarpetKingandflooring.com
Email: CarpetKingV@gmail.com

Phone: (843) 934-KING (5464)
Phone: (843) 232-7744
Fax: (843) 273-0217

Carpet King and flooring

Invoice

Number	1111
Date	10/31/2023

Bill To

Olga Teslenko
100 Fountain Pointe Ln. Unit 103
Myrtle Beach SC 29577
510-388-2780

Ship To

PO Number	Terms	Customer #	Service Rep	Project

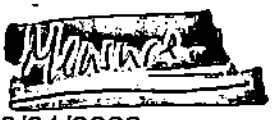
	Item	Description	Price/Rate	Tax1	Amount
616.00	LVP	Shaw Prime Plank 0616V-00717 12 Ctns	$2.49	✔	$1,533.84
1.00	Sundries	Shaw LVT 200 - 026V Adhesive	$169.99	✔	$169.99
1.00	Labor	Take out and disposal carpet, pad & tack strip / R&R furniture / weave in to existing LVP/ LVP installation glue down	$1,497.00		$1,497.00
1.00	Labor	Disposal Baseboard	$40.00		$40.00

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Paid 11/2

Amount Paid	$1,700.00	Discount	$0.00
Amount Due	$1,694.17	Shipping Cost	$0.00
		Sub Total	$3,240.83
		Sales Tax 9.00% on $1,703.8	$153.34
		Total	$3,394.17

Carpet King and Flooring Measure-Installation Order Sheet



Sales Associate:

Measure Date:10/31/2023 Install Date:

Customer: Olga [illegible]

Address: 100 Fountain Pointe Ln.Unit 103

Myrtle Beach SC 29577

Units:

Phone: 510-388-2780

OBENOCHEN@gmail

Lock Box/Door Code: Call Casago management for entry. 843-894-4143

Address:

Bedroom(s): Closet(s): Living Rm: Dining Rm: Stairs: Hall: Foyer: Bonus: Kitchen: Bath(s): Laundry: Balcony: Den: Office-Study: Sunroom: Loft: Other:

Product(s):

Takeout/Disposal: Furniture: Appliance(s): Toilet(s): Vanity(s): Other: Qtr.Round (ft.): T-Mold: Reducer: Schluter: Stair Nose: Baby Threshold: Marble Threshold: Other:

Measure for LVP in place of carpet

(See Back)

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LR DR $13^6 \times 15$
$13^6 \times 4$
$5^6 \times 13^6$

BR $8^6 \times 10$
12×14^9

Need LEC for Sliders
T/O Capt.
min. furniture
Weave in
2 spots
NO/QR
Glue down

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203
54
74
55
177
563 6% = 597 $249

$1200
T/O 95
Install 1016
weave 100
in 2 days
1411
+ 100
1511

51.33 ft

616


Carpet King
and flooring
"Small Business - King Size Savings"
Carpet • Tile • Hardwood • Laminate • Luxury Vinyl Planks • Area Rugs
Sales • Installation • Carpet Binding
Joey Kocsis
(843) 934-KING (5464) • (843) 232-7744 • Fax (843) 273-0217
532 Broadway Street • Myrtle Beach, SC 29577
carpetkingsv@gmail.com • www.CarpetKingAndFlooring.com

D

Carpet King and flooring Installation Warranty

Carpet King and flooring warrants all labor for one (1) year from completion date of installation. This Warranty applies to new Carpet and Padding or other product purchased from Carpet King and flooring.

This Warranty includes, but is not limited to: Seams, Restretching, Loose Carpet, Transitions or Metal, Stairs, Pad Separation Adhesive Separation.

This Warranty excludes, but not limited to: Dirt or Soiled spots, Pulled Yarn, Yarn problems such as; Matting, Crushing, Piling, Shedding, Sprouting, Shading, Burns, Odors, Fading, Squeaks, Etc.

Carpet King and flooring is not responsible for subfloor damage such as: Rotted Wood, Cracked Slab, Cracked Gyperete, Termites, or any other structural damage once old or existing floor covering is removed.

Any damage to subfloor discovered after removal of old or existing floor covering, may result in additional labor, material And expense.

Manufacturer Warranty

Carpet King and flooring will handle all material defects in accordance with the Manufacturer or Distributors policies and procedures for Claims

Payment Terms and Conditions

Carpet King and flooring requires fifty (50) percent deposit, and balance due date material is received. Any special order cancellation will have a restocking fee in accordance to the Manufacturer or Distributor.

Customer Measures

Carpet King and flooring is not responsible for customer's measures. Any shortages or overages is the responsibility of Customer.

Installation Dates and Times

Carpet King and flooring will schedule date for installation based on availability of product and Installer schedule

Please note:

It is very difficult to give an exact time of arrival day of installation. Carpet King and flooring will contact Customer a day prior to installation with an approximate window for time. If Customer is on site day of installation, please try to clear furniture of small items, electronics and closet floors.

Note: Carpet King and flooring warrants work only listed on this invoice. Any repairs or additional work arranged between Customer and Installer while on a scheduled installation by Carpet King and flooring, or is NOT warranted by Carpet King and flooring. Any doors needing cut will be an additional charge quoted by the Installer.

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SHAW FLOORS

WHAT TO EXPECT AND HOW TO PREPARE FOR RESILIENT FLOORING

1. Installer will be responsible for prepping your floor for the new installation.
2. This means removing the old flooring or patching and sanding the existing floor to remove any dips or bumps and making the floor level.
3. While prepping the floor the installer will also remove any moulding or trim in the room.

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SHAW FLOORS

INSTALLATION GUIDELINES FOR RESIDENTIAL RESILIENT DIRECT GLUE

- Substrates shall be **smooth**, structurally sound, permanently dry, **clean** and **free of all foreign material** such as dust, wax, solvents, paint, grease, oils, old adhesive residue, sealers and other foreign material that might prevent adhesive bond. All substrates to receive resilient flooring shall be dry, clean, smooth and structurally sound free of dust, paint, residual adhesive, and other foreign materials that may prevent the adhesive from bonding.
- If any type of **old adhesive** is present, it must be removed by industry accepted methods. Cuts, cracks, gouges, dents **and other irregularities** in the existing floor covering must be repaired or replaced.
- Concrete floors shall be **flat** and smooth within 1/8" in 6 feet (or 3/16" in 10 feet). Use cementitious patching and leveling compounds to level and flatten.
- Perform a **bond test**. Perform Bond testing to determine compatibility of adhesive to the substrate. The strength of the bond test will indicate whether Shaw 9050 floor primer is necessary. Shaw 9050 primer can be utilized to promote adhesion.
- Prior to application of adhesive determine if the substrate is a porous or a non-porous substrate. The water drop test will help **determine porosity** – if drop remains on the surface after 1-2 mins concrete should be considered non-porous. Otherwise the concrete is porous. Follow instructions on the adhesive label for porous or non-porous subfloor.
- Flooring material and adhesive must be **acclimated** to the installation area for a minimum of 48 hours prior to installation.
- Use **appropriate trowel size** regarding substrate porosity.
- **Ensure** that all recommendations for the subfloor and jobsite conditions are met prior to beginning the installation.

IMPORTANT: All flooring must by rolled with a minimum 100-lb roller after installation. Use a hand roller in areas not reached with a 100-lb. roller. Roll flooring immediately after installation with a 100 lbs. roller

SHAW FLOORS

LVP PRIME PLANK 0616V RESIDENTIAL RESILIENT DIRECT GLUE PROFILE

- Area per carton: 51.33 sq.ft.
- Suggested adhesive: SHAW 200 TPS

SHAW 200 RESILIENT ADHESIVE

- Approved for sound and properly prepared concrete.
- Substrate must be structurally sound, clean, level.
- Substrate must be free of dust, dirt, oil, grease, paint, loose particles, and any other substance or irregularity.
- Fill depressions or cracks with a cementitious patching/leveling compound.
- Spread adhesive using the recommended trowel: Vinyl Tile and Plank over Porous Substrate - use 1/16" x 1/16" x 1/16" SQ notch trowel; with the coverage of 140-175 sq.ft./gal
- Porous substrate: There must be adhesive transfer to ensure a good bond.
- After installation of floor covering, roll floor covering with a 100 lb roller.
- Traffic: Light Traffic – 12 hours, Heavy Traffic = 24 hours

SHAW 200 TPS ADVANCE ADHESIVE LABEL

- Surfaces to be bonded must be free from moisture, wax, dirt, grease, oil, paint, rust, or other substances that might interfere with a good bond.
- Porous surfaces - suggest priming with SHAW 9050 primer.
- To use as a pressure sensitive adhesive, allow to dry to a tacky state, then install flooring according to the flooring manufacturer's instructions within 3 hours. **After installation is complete, roll and cross-roll with 100 lb. sectional roller. Use hand roller in areas which can not be reached with larger roller. Check 1 - 2 hours after installing flooring material and roll again if necessary.**
- Recommended trowel - Porous Substrates - Vinyl Plank: **1/6" x 1/6" x 1/6"** Square Notch trowel. (Coverage 140 - 170 sq.ft./gal)
- NOTE: **Coverage will be improved by priming the subfloor with Shaw 9050 to reduce adhesive absorbtion.**
- NOTE: **Coverage will be significantly lower over subfloors not properly prepared according to established industry guidelines.**

SHAW CUSTOMER SUPPORT

- Is LVP 0616V a moisture-sensitive product?

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This vinyl floor will not absorb water. The Prime Plank offers a 15-year residential limited warranty which covers defects. Any damage due to subfloor moisture or flooding is not covered by the warranty.

- What is the level of moisture content in the concrete slab, at which the concrete slab should be sealed with an epoxy sealer? The slab moisture content was: 6.9%, 15.4%, 16.7%. The air temperature (65F) and humidity (43%) were normal and the slab temperature was 62.2F - 62.9F, which was 18F above the dew point that day (44.7F).

  If moisture exceeds the Shaw 200 requirements then a sealer can be used. Per Shaw 200 adhesive installation: RH 99% (ASTM F2170). (absent of hydrostatic pressure), MVER must be at or below 12 lbs (ASTM F1869), and pH must not exceed 12 (ASTM F710). Both the adhesive and surfaces to be bonded must be maintained at the temperature of 65F - 95F, and between 30% and 60% relative humidity for 72 hours before, during, and after installation.

- Can I roll my floor covering a few days after the installation?

  After the floor has been installed is when the floor needs to be rolled. So once a room is complete, you will go over the flooring with the roller. The floor must be rolled after the floor has finished being installed.

- Can proper bonding be achieved with no glue transfer to the back of the plank?

  This glue does require full transfer to the back of the planks for proper installaon.

- Does Shaw have installation inspectors?

  We do not have Shaw installation technicians who come out to review an installation however, you may hire your certified inspector to investigate the installation if you choose. I have those resources below if you would like them: Flooring Consultants and Inspection Training Service - FCITS www.fcits.org

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8

OLGA TESLENKO
UNIT 103
100 FOUNTAIN POINTE LN
MURTLE BEACH, SC 29579

104
11-35/1210 CA
89982

2/02/2024
Date

Pay to the Order of Tony Jones Flooring Inspections $ 430.00

four hundred thirty dollars Dollars

BANK OF AMERICA

ACH R/T 121000358

For 2/02 inspection

⑆121000358⑆ 325144319780104

020224 1409 PX1380 9276 XXXXXXXXXXXX4807 D

For Deposit Only

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...Your Project Total

$[redacted].11

This quote expires on
02/12/2024
Review Floor Plan

Purchase Now

Call our direct flooring line
1-800-216-0796

Floor Type	Room Type	Description	Material	Labor	Line Total
1.CARPET	BED1(back right)/CLOS1,F/G RM	1007-438-857 - Ramble On (Commercial)(12'0 x 56'6) Color:Gatlin	$1854.11	$0.00	$1854.11

Material - BED1(back right)/CLOS1,F/G RM

Quantity	Description	Unit	Unit Price	Price
75.33	1007-438-857 - Ramble On (Commercial)(12'0 x 56'6) Color:Gatlin	SY	$15.66	$1179.6678
75.33	Traffic Master 8# 5/16" Carpet Pad	SY	$7.13	$537.1029
12.00	Metal	LF	$0.00	$0.00
			Subtotal:	**$1716.77**
			Tax @ 8.000 %	**$137.34**
			Material Total:	**$1854.11**

Labor - BED1(back right)/CLOS1,F/G RM

Quantity	Description	Unit	Unit Price	Price
75.33	Basic installation package of tackless carpet/pad over 699	SY	$0.00	$0.00
525.00	Rip up and haul away carpet and pad	SF	$0.00	$0.00
1	• Customer did not indicate whether they have electricity or not. Customer must ensure that they have electricity available before installation can be scheduled.	Each	$0	$0
1	• Customer did not indicate whether they have electricity or not. Customer must ensure that they have electricity available before installation can be scheduled.	Each	$0	$0
1	• Customer did not indicate whether they have heat or not. Customer must ensure that heat is running for at least three days at a minimum temperature of 65 degrees before installation can be scheduled.	Each	$0	$0
			Subtotal:	**$0.00**
			Labor Total:	**$0.00**

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Civil Case #: 2023CV261093695

Olga Tesleno's Statement.

Your Honor, a flooring contractor, Mr. Joe Kocsis, who I paid $3400 to install direct glue vinyl plank flooring in two rooms in my condo, did not carry out his contract (please see **Folder #1** for contract and payments).

I am aware of the SC law which provides the contractor with the Right to Cure a defect. However, this is not a situation of a construction defect. On November 9, 2023, Mr. Kocsis violated all of the industry requirements for the installation of direct glue LVP flooring, and thus failed to carry out his contract. Nearly all of the planks Mr. Kocsis layed on the concrete slab in my condo, have liffted off within the first ten days after the installation (please see **Folder #2** for my date-stamped pictures and videos, as well as the two videos from the NFCA Reference Manual showing a failed bond test and a passed bond test, for comparison). I informed Mr. Kocsis of these problems, and on Novemebr 16, a week after his installation, he came to inspect it. During his inspection, Mr. Kocsis said that "this is normal", and admitted that they didn't prepared the concrete subfloor (please see **Folder #3** for my date-stamped pictures of the concrete slab before and after the installation, as well as a photo from the NFCA Reference Manual showing a properly prepared concreate slab, for comparison). During his inspection, Mr. Kocsis addmitted that they didn't roll the installation, which is why he finally agreed to return my money (please see **Folder #4** for the enclosed audio record of Mr. Kocsis' inspection and admissions). The following day Mr. Kocsis changed his mind and tried to bully me into accepting his installation and into dealing with strange unknown people. I consulted the SC Residential Construction Standards for Resilient Flooring (please see **Folder #5** for the enclosed SC Residential Construction Standads, which are also included in your printed package), as well as Shaw installation instructions (please see **Folder #6** for Shaw installation instructions, adhesive specifications, and material specifications, which are combined in a single document **All Instructions.PDF** and included in your printed package), all of which confirmed that this is not a defect but a complete breach of contract. The SC Residential Construction Standards define loosening of the resilient flooring to be a defect **only** if it occurs after the

normal warranty period of one year: **"Resilient flooring should not loosen during the normal warranty period"**. As you could see in my date-stamped photos and videos, these planks not only loosened but came off (please see Folder #1 again). Normally, a bonded vinyl plank will not come off easily or in one piece (please see the Bond Test videos and photo taken from the NFCA Reference Manual, which is enclosed in **Folder #7**). I therefore filed a complaint with the SC department of LLR (**Folder #8**), and hired an independent flooring inspector, recommended by the manufacturer and certified by FCITS (**Folder #9**). The Shaw-recommended, FCITS-certified independent inspector found that **"all the problems at this jobsite indicate a failure to comply to the installation guidelines as required by the manufacturer. All the problems inspected are jobsite and installation related issues. The installers did not follow the required protocol and guidelines set forth by the manufacturers"**. The complete inspection report is enclosed in Folder #9 on the flashdrive.

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In addition, there was a strong smell of maryjuanna present on the day of the installation in my family room. This, and some other evidence discovered later (enclosed in **Folder #10**), suggest Mr. Kocsis acted in bad faith from the beginning and his negligence is intentional. The fact remains that all of the area described in his offer **E176** has not been installed (please see **Folder #1** again for contract and payments). I ask that Mr. Kocsis return the money I paid him for this failed installation and the money I paid to hire an independent inspector, $3830 in total, as soon as possible. I am disabled, my disability benefit is small, I need to recover this money in order to install flooring on the bare slab in my condo.

Let me elaborate.

In October of last year, I collected bids to install glue-down LVP flooring, manufactured by Shaw, in two rooms in my condo. Half of my condo was already done in this same vinyl plank installed the same way (direct glue-down) several years ago by the previous owers. So I saved up enough money, and called several flooring contractors requesting bids to install the same model flooring in the rest of my condo. On 10/31, Mr. Joe Kocsis came to my home and presented himself the owner of Carpet King and Flooring. He conducted the necessary measurements and discussed with

me my need to install this flooring correctly. He assured me he has the expertise, and the following day emailed me his offer #E176 for this LVP glue-down installation. I enclose here the Shaw Floors "Installation Guidelines For Residential Resilient Direct Glue" installation method to show what is defined as LVP glue-down installation. Please see the **All Instructions document in Folder #6** for this definition. I accepted to Mr. Kocsis' offer, and asked Mr. Kocsis if it needed to be signed. He said he only needed my first payment, and the following day I delivered to Carpet King and Flooring my first payment of $1700 (see Folder #1 again).

On the day of the installation, on November 9 of last year, the LVP material was brought in at noon and installed immediately. At the end of the day Mr. Kocsis reported the installation to be completed, and requested that I write out my second check to his name personally, which I did. Mr. Kocsis said he will come by the following day to install the end cap for the sliding door, which in his words was the only remaining part of the contract. The following day he reported ill and requested a week to get better. During that week all of the planks in my family room started to peel and lift off, as well as most of the planks in my master bedroom. I tripped over them, they squelched under foot, or they gaped in sight. I reported these problems to Mr. Kocsis, who came to inspect them on November 16, a week after the installation. Mr. Kocsis came bearing an end cap for the sliding door which he said needed to be installed to completely finish the contract. In the flashdrive, in Folder #4, I enclose a complete audio record of his inspection. with short characteristic segments copied for convenience. During his inspection, Mr. Kocsis said that the peeling and lifting was the adhesive's fault, or that it was due to the old carpet glue which was on the subfloor, that this is normal and an easy fix, and that they can patch up the peeling spots, and they may need to bring a roller this time, which they didn't have before, but it looks like it would help, and if I insist they would even bring a straightedge, but that I shouldn't look for more peeling planks or collect them. I disagreed on all counts, pointing out that it looks like too little glue has been used for this installation area, and that nearly every plank is peeling fully off. At that point Mr. Kocsis admitted he is not the owner of Carpet King & Flooring, and asked if I would please give him a second chance. I explained that I am not in the position to give second chances, unfortunately. At which point Mr. Kocsis agreed to return my money. We agreed. However later

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that day, Mr. Kocsis sent me a text in which he asked for the opportunity to "fix this". In the following few days, most planks lifted off with no glue on the back, while some planks had faint trowel marks which showed to be half of the required size and not rolled, yet other planks showed patches of old paint or old glue. I researched, and discovered that the concrete subfloor in my condo has not been prepared to the Shaw instructions, that the wrong trowel size has been used, which dispersed too little glue, and that the installed planks were not rolled, as required by the installation instructions. All of this failed to create adhesive traansfer to the back of the planks. Since none of the installation has been done according to the industry guidelines and Shaw instructions, and since Mr. Kocsis knowingly acted in bad-faith from the beginning, I refused to give Mr. Kocsis a second chance. This was a case of a completely breached installation, not a defect. I filed a complaint with the SC department of LLR, and filed a claim with this court. I sought the manufacturer's instructions and contacted Shaw customer support to obtain clarifications. Finally, I hired a Shaw-recommended FCITS certified flooring inspector to conduct an independent inspection. The inspection found the following:

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- All the problems at this jobsite indicate a failure to comply to the installation guidelines as required by the manufacturer. All the problems inspected are jobsite and installation related issues. **The installers did not follow the required protocol and guidelines set forth by the manufacturers.**
- The substrate was not smooth, clean, and free from all foreign materials such as dust, old adhesive, old paint, etc. The porous and cracked concrete sub floor has absorbed the glue and the subfloor was not properly prepared for the luxury vinyl plank.
- The sub-floor has depressions, dips, and valleys over 5/16" in a 6' radius. Pictures indicate the major floor deviations and dips that needed to be corrected prior to the install. All the perimeter tackstrip holes, cracks, and deviations were not appropriately patched, prepared, or primed.
- No bond testing was performed. Set a minimum of three planks in the adhesive overnight. If the planks are stuck, or the plank has adhesive transfer onto the back, this indicates a good bond.
- Flooring material and adhesive must be acclimated to the installation area for a minimum of 48 hours prior to installation.

- Substrate porosity was not determined. Wrong size trowel was used. The installers did not determine the porosity of the concrete subfloor and used the wrong trowel size in one room. The water drop test indicates this is a porous substrate. Vinyl tile and plank to be installed over a porous substrate require a 1/16" sq. notch trowel. This installer used a 1/32" trowel in the family room. This led to insufficient adhesive transfer to the backs of the planks.
- This installation was not rolled. The trowel or glue did not appear pressed or smudged which would indicate that the products were not rolled with a 100lbs. roller to create transfer, as required by the manufacturer's instructions. After the installation of floor covering, roll floor covering with a 75-100lbs. roller. These installers did not roll the installed floor covering with a required roller. The installed planks did not have glue transfer on the back. **The planks in the full length of the install were lifting and peeling up. The edges are continuously lifting throughout the installed areas and creating a severe tripping hazard.**
- The previously installed vinyl planks in the foyer were glued down using a 1/16" trowel, and rolled, and these planks are not peeling or lifting.

I have provided this court with several physical vinyl planks which were used in that installation, and which contain some traces of old paint, or wrong trowel marks, which can be ascertained with the two trowels included.

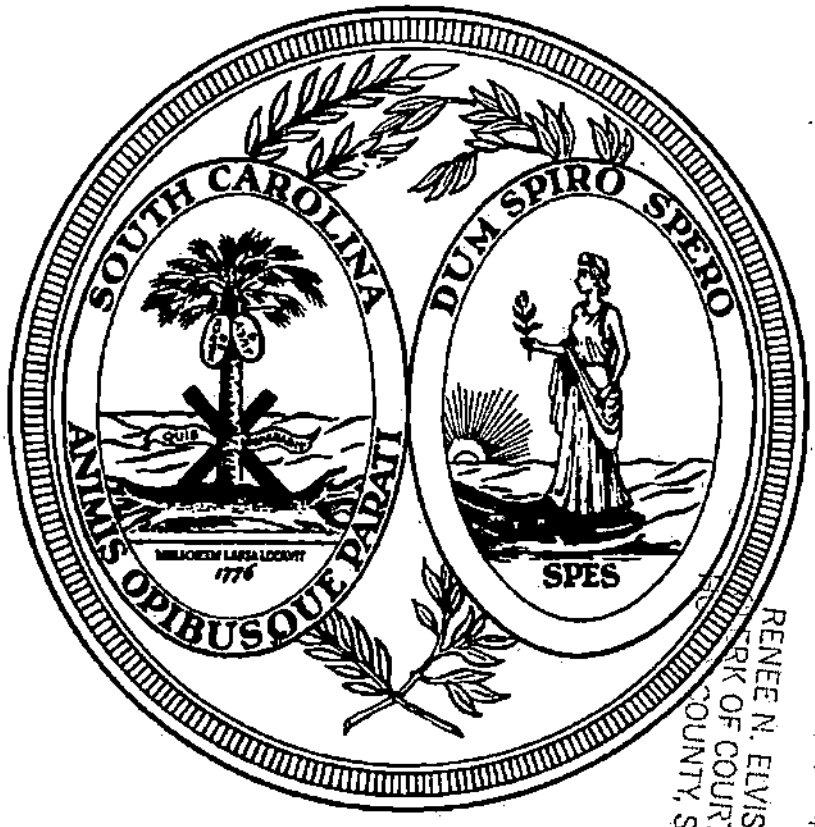
I have a neurological disability which makes it impossible for me to earn money now. I can only save money month to month but my Disability pension is small, which is why I moved to the state of SC.. I must recover the money I paid Mr. Kocsis in order to install flooring in my condo. Your Honor, I am asking not only for the $3400 I paid Mr. Kocsis, but also for the $430 inspection fee, and I am asking you to include provisions for this money to be repaid promptly and definitely.

Thank you very much for your time and consideration,
Olga Teslenko

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South Carolina Residential Construction Standards



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The Residential Builders Commission of the South Carolina Department of Labor, Licensing and Regulation adopted the Residential Standards as the Guidelines by which all investigations shall be conducted, as approved July 26, 1995 and revised October 29, 1997.

Adopted by the Commission on February 18, 1998.

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Builder Repair Responsibility

Correct all nail pops which have not broken the surface of the goods by driving the nails back into place. Replace any areas where the nail pop has broken the surface. Replace sheet goods in the minimum area where the joint will not be readily noticeable where the nail pop broke the surface.

2. Common Defect or Problem

Seams or ridges appear in the resilient flooring due to subfloor irregularities.

Performance Standard

In the natural settling and shrinkage process, some mismatch of the subfloor may exhibit and mirror itself as ridges or depressions showing on the surface goods. This can be minimized by the customer in his selection of an embossed pattern in a darker color. In particular, lighter solid colors and/or smooth vinyl surfaces mirror any minor variations of the subsurfaces to which they are applied and emphasize this ridging. If the ridge or depression effect exceeds 1/8 " and cannot be corrected from below, the resilient floor must be corrected. The ridge measurements should be made by measuring the gap created when a 6"straight edge is placed tightly 3" on each side of the defect and the gap measured between the floor and the straight edge at the other end.

Builder Repair Responsibility

If ridge exceeds standard, builder to remove the sheet goods in the minimum area where the joint will not be readily visible when repaired, renail the subflooring, sand smooth and/or fill gap and replace the sheet goods. Owner should note that there may be a mismatch in materials due to time difference or dye lot variations. If the material is unavailable due to discontinuation, unless the owner will accept a repair with as closely matching materials as is currently available or correction by some other means, builder should credit the owner 1 ½ times the cost to repair if the material were available. This would be 1 ½ times the minimum service charge, plus the additional hourly labor charge and material cost need to make the repair.

3. Common Defect or Problem

Resilient flooring lifts, bubbles, or becomes unglued at joint.

Performance Standard

Resilient flooring should not loosen during the normal warranty period unless caused by the owner's negligence or excessive use of water.

FILED
HORRY COUNTY
2024 MAY 23 P 4:19
RENEE N. DAVIS
CLERK OF COURT
HORRY COUNTY, SC

ITEM 15

Circuit Court Order, Case Under Advisement (filed August 27, 2024).

FORM 4

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2024CP2602983

Olga Teslenko
PLAINTIFF(S)

Carpet King & Flooring et al
DEFENDANT(S)

DISPOSITION TYPE (CHECK ONE)

☐ **JURY VERDICT**. This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.

☑ **DECISION BY THE COURT**. This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.

☐ **ACTION DISMISSED** (*CHECK REASON*): ☐ Rule 12(b), SCRCP; ☐ Rule 41(a), SCRCP (Vol. Nonsuit); ☐ Rule 43(k), SCRCP (Settled); ☐ Other

☐ **ACTION STRICKEN** (*CHECK REASON*): ☐ Rule 40(j), SCRCP; ☐ Bankruptcy; ☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other

☐ **STAYED DUE TO BANKRUPTCY**

☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT** (*CHECK APPLICABLE BOX*): ☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other

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

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

The Motion for Appeal is Under Advisement.

ORDER INFORMATION

This order ☐ ends ☑ does not end the case. ☐ See Page 2 for additional information.

For Clerk of Court Office Use Only

This judgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp, and a copy mailed first class to any party not proceeding in the Electronic Filing System on 08/26/2024 .

Joe Kocsis for Joe Kocsis
Carpet King & Flooring for Carpet King & Flooring
Olga Teslenko for Olga Teslenko
Joe Kocsis for Joe Kocsis
Carpet King & Flooring for Carpet King & Flooring
Olga Teslenko for Olga Teslenko

NAMES OF TRADITIONAL FILERS SERVED BY MAIL

ELECTRONICALLY FILED - 2024 Aug 27 9:11 AM - HORRY - COMMON PLEAS - CASE#2024CP2602983

Court Reporter:

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

ELECTRONICALLY FILED - 2024 Aug 27 9:11 AM - HORRY - COMMON PLEAS - CASE#2024CP2602983

ELECTRONICALLY FILED - 2024 Aug 27 9:11 AM - HORRY - COMMON PLEAS - CASE#2024CP2602983

Horry Common Pleas

Case Caption: Olga Teslenko VS Carpet King & Flooring , defendant, et al

Case Number: 2024CP2602983

Type: Order/Electronic Form 4

And It Is So Ordered!

s/Dale E. Van Slambrook S.C. Circuit Court Judge #2781

ITEM 16

Appellant’s Motion to Reconsider, with Exhibits (filed September 20, 2024).

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF HORRY	)	THE FIFTEENTH JUDICIAL CIRCUIT
	)	
	)	Civil Action No.: 2024-CP-26-02983
	)	
	)	**APPELLANT OLGA TESLENKO'S INCORRECTLY IDENTIFIED AS "OLGA TESLENTE" MOTION FOR RECONSIDERATION OF ORDER AFFIRMING MAGISTRATE COURT'S JUDGEMENT**
Olga Teslenko,	)	
Appellant,	)	
v.	)	
	)	
Joe Kocsis,	)	
Carpet Kind and Flooring,	)	
Respondent.	)	***(New Trial Requested)***
	)	

I, Olga Teslenko, Appellant, pursuant to Rule 59(e), SCRCP, hereby file this Motion for Reconsideration of Order Affirming Magistrate Court's judgement, and the corresponding Form 4 Order, which were filed on September 9, 2024. In support of this Motion, I provide this Court with the following Memorandum:

FILED
HORRY COUNTY
2024 SEP 20 P 4:01
REE N. ELVIS
LERK OF COURT
RRY COUNTY, SC

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a. Contemporaneous objection: Flash-drive still omitted from return.
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STATE OF SOUTH CAROLINA	)	**IN THE COURT OF COMMON PLEAS**
	)	
COUNTY OF HORRY	)	**THE FIFTEENTH JUDICIAL CIRCUIT**
	)	
	)	**Civil Action No.: 2024-CP-26-02983**
	)	
	)	**APPELLANT OLGA TESLENKO'S INCORRECTLY IDENTIFIED AS "OLGA TESLENTE" MOTION FOR RECONSIDERATION OF ORDER AFFIRMING MAGISTRATE COURT'S JUDGEMENT** *(New Trial Requested)*
Olga Teslenko,	)	
Appellant,	)	
v.	)	
	)	
Joe Kocsis,	)	
Carpet Kind and Flooring,	)	
Respondent.	)	
	)	

I, Olga Teslenko, Appellant, pursuant to Rule 59(e), SCRCP, hereby file this Motion for Reconsideration of Order Affirming Magistrate Court's judgement, and the corresponding Form 4 Order, which were filed on September 9, 2024. In support of this Motion, I provide this Court with the following Memorandum:

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  - b. Contemporaneous objection: Manufacturer's instructions still omitted from return. Return corrupted and intentionally modified to support illegal practices.
  - c. Contemporaneous objection: Magistrate court denied transcript.
- III. Reinforced manifest injustice and continued to incentify fraudulent practices 13

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5. E4, Magistrate Return Three Documents.
6. E5, Letter about Evidence Omitted in Return.
7. E6, Exhibits Omitted in Lower Court's Return.
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9. E8, Gmail Magistrate Court transcript.
10. E9, Order Affirming Magistrate's judgement.
11. E10, Magistrate's Summary, Return 3rd document.
12. E11, Plaintiff's Statement, Return 3rd document.
13. E12, Flash-Drive, Evidence Submitted on 7/22/2024.

FACTS

1. Magistrate court's judgement, issued on 3.27.2024, did not contain a summary of fact-finding and legal explanation (E1).

2. Magistrate court's return was originally filed on 5.29.2024, and contained only two documents, none of which included a summary of fact-finding and legal explanation (E2).

3. This Court confirmed this fact at my appeal hearing on 8.21.2024 (T1).

4. I had no knowledge of magistrate's summary of fact-finding and legal explanation at the time of my appeal hearing on 8.21.2024 (T1, E3).

5. The third document appeared only on 8.22.2024, the day after my appeal hearing, and was filed backdatedly in old entry for magistrate's return (E4).

6. The flash-drive I submitted to magistrate court, which contained photo and video evidence essential for my case, remains omitted from magistrate's return. (E5).

7. While referring to the evidence on my flash-drive and printed documents as 'Evidence on Original Record', I failed to notice that the term 'Evidence' was replaced by term 'Exhibits' in the caption when my submission was filed with this Court. (E6).

8. I have contacted numerous attorneys but am being consistently refused. (E7).

9. I attempted thrice to obtain my magistrate hearing transcript but could not succeed (E8).

10. Respondent was not present at my appeal hearing. (T1).

LEGAL STANDARD

Rule 59(e), SCRCP, allows a court to alter or amend a judgement upon a party's timely motion. Under South Carolina law, a motion to reconsider is appropriate in two basic situations. First, "[a] party may wish to file such a motion when [she] believes the court has misunderstood, failed to fully consider, or perhaps failed to rule on an argument or issue, and the party wishes for the court to reconsider or rule on it." *Elam v. S.C. Dept of Transp.*, 361 S.C. 9, 24, 602 S.E.2d 772, 780 (2004). Second, "[a] party must file such a motion when an issue or argument has been raised, but not ruled on, in order to preserve it for appellate review." Id. A motion for reconsideration pursuant to Rule 59(e), SCRCP, is appropriate to "correct a clear error of law or prevent manifest injustice." *Collison v. International Chem. Workers Union*, 34 F.3d 233, 236 (4th Cir. 1994) (applying Fed. R. Civ. P. 59(e), upon which the SC Rule 59(e) is modeled). Motions for reconsideration are completely within the Court's discretion. *Sullivan v. Hawker Beechcraft Corp.*, 397 S.C. 143, 153, 723 S.E.2d 835, 841 (Ct. App. 2012). Thus, a motion for reconsideration is "one final chance not only to call the court's attention to a possible misapprehension of an earlier argument, but also to revisit a previously raised argument." *Id*.

"A hearing need only be provided *at a meaningful time and in a meaningful manner in the context of all the circumstances*", *Richardson v. Town of Eastover*, 922 F.2d 1152 (4th Cir. 1991), emphasis added. "Identification of the specific dictates of due process generally requires consideration of three distinct factors: first, the private interest that will be affected by the official action; second, the risk of erroneous deprivation of such interest through the procedures used [...]; and, finally, the Government's interest.", *Mathews v. Eldridge*, 424 U.S. 319, 339_49 (1976). "The South Carolina Court of Appeals stated that procedural due process requires (1) adequate notice; (2) *adequate opportunity for a hearing*; (3) *the right to introduce evidence*; and (4) *the right to confront* and cross-examine witnesses." *S.C. Dep't of Soc. Servs. v. Wells*, Unpublished Opinion No. 2019-UP-350, Appellate Case No. 2018-002029 (S.C. App. 2019), (emphasis added). "The fundamental requirement of due process is the opportunity to be heard *at a meaningful time and in a meaningful manner.*" Id, emphasis added.

"The appeal shall be heard by the court upon *all the papers in the case, including the testimony on the trial, which shall be taken down in writing and signed by the witnesses*, and the grounds of exception made, without the examination of witnesses in court." S.C. Code Ann. § 18-7-130 (2024), (emphasis added).

"Upon hearing the appeal, the *appellate court shall give judgement according to the justice of the case, without regard to technical errors and defects which do not affect the merits*." SC Code Ann. § 18-7-170 (2024), (emphasis added).

"If the return be defective the appellate court may direct a further or amended return as often as may be necessary and may compel a compliance with its order." SC Code Ann. § 18-7-80 (2024).

"Upon an appeal from a judgement or order the appellate court may reverse, affirm or modify the judgement or order appealed from as to any or all of the parties and may, if necessary or proper, order a new trial. " SC Code Ann. § 18-1-140 (2024).

ISSUES

I. I was denied the opportunity to be heard at a meaningful time and in a meaningful manner so as to be able to raise legal issues with magistrate's judgement and show errors in it.

II. My appeal was adjudicated on an incomplete record which specifically excluded all relevant and material essential evidence, even though I filed this evidence with this Court in order to correct omissions in magistrate's return.

III. This Order reinforced the manifest injustice leveled against me and continued to incentify illegal practices which corrupt the South Carolina Law and Constitution and damage not only my life and my property but also the culture of the entire community.

ARGUMENT

I. This Court erred in denying me the opportunity to be heard at a meaningful time and in a meaningful manner to be able to raise legal issues with magistrate's judgement and show errors in it.

a. Contemporaneous objection: No magistrate's summary until after hearing.

Under South Carolina law, a motion to reconsider is appropriate "[when] the court has misunderstood, failed to fully consider, or perhaps failed to rule on an argument or issue, and the party wishes for the court to reconsider or rule on it." *Elam v. S.C. Dep_t of Transp.*, 361 S.C. 9, 24,

602 S.E.2d 772, 780 (2004). And so it is that at my appeal hearing on 8.21.2024, the fact emerged to this Court that magistrate's summary of fact-finding and legal explanation (hereinafter "magistrate's summary") is missing from all filed documents, including the magistrate's return documents, "I see an appeal returned [entry] on the end, and that looks like just the appeal documents", (T1, p.4: 15-16). "Is there an actual summary with an outline of information signed by the magistrate? I'm not sure if I...because I scrolled through it, and I am just not...", (T1, p.4:20-23). This Court identified the exact caption of the entry for magistrate's return, and the number of documents filed in it at the time of the hearing, "..are you saying that that's under the caption where it says appeal/appeal return received?" (T1, p.5: 3-5). "And is it the first or the second document identified?" (T1, p.5: 7-8), which corroborates the print-out of all case filings I made earlier that month, (E2). Thus, we now know that magistrate's return filed originally under caption 'Appeal/Appeal Return Received', contained exactly two documents, none of which included magistrate's summary. At the end of my hearing, I had a chance to raise a contemporaneous objection to highlight the fact that "As of this morning, the magistrate's return contained no summary. Or the magistrate's judgement contained no summary" (T1, p.11: 3-6). Earlier in the hearing I had already raised this concern, "[magistrate] judge did have to rule in my favor...[but]. There was no explanation provided", (T1, p.8: 16). My statement is confirmed by original magistrate's judgement document I filed with my notice of appeal, (E1). Thus, we now know that I had no knowledge of magistrate's summary prior to, and on the day of the hearing, 8.21.2024.

I am afraid this Court failed to fully consider this fact. While this Court recognized its own need to see the summary of fact-finding prior to being able to adjudicate the merits of my appeal, "I need the opportunity to review all of those documents that are in that return and find the summary portion of it as well, to see if there is a sufficient legal explanation for that [judgement]", (T1, p.10:10-13), it seems that this Court nevertheless assumed I had no such need prior to being able to raise legal issues with magistrate’s judgement. The opposite was true: simply speaking, I had no earthly idea what magistrate's reasoning was or even could be, and therefore couldn't point out the problems in it. All I knew was that my case was clear and I had overwhelming indisputable evidence to prove it. But just how magistrate court arrived at its conclusion was absolutely incomprehensible to me, which is why I couldn't raise any issues with it. But it is the legal issues with magistrate’s judgement that constitute the merits of my appeal. By denying me the opportunity to see magistrate's summary prior to my appeal hearing, magistrate court prevented me from being able to raise issues with its judgement, and therefore prevented me from stating the merits of my appeal. I attended my

appeal hearing solely with intention to raise this concern to this Court, which I did, and which this Court amply corroborated (see above).

Magistrate's summary appeared in a third document of magistrate's return the day after my appeal hearing, on 8.22.2024, and was filed backdatedly in the entry for 5.29.2024, captioned now 'Return from Magistrate Court', in front of the two documents of original magistrate's return (E4, p.2).

I was completely convinced that, upon discovering magistrate's summary the day after my hearing, this Court will schedule a second hearing so as to provide me with a meaningful opportunity to raise legal issues with magistrate's reasoning. After all, South Carolina Law requires that "..the appellate court shall give judgement according to the justice of the case, without regard to technical errors and defects which do not affect the merits", S.C. Code Ann. § 18-7-170, meaning uniquely that State of South Carolina desires to adjudicate appeals based on their merits. Since I was denied the opportunity to see magistrate's summary before my appeal hearing, and thus prevented from being able to state the merits of my case, this Court couldn't adjudicate my appeal until it provided me with magistrate's summary and the time necessary to analyze it, so I could meaningfully state the merits of my appeal. Then only could this Court adjudicate my appeal based on its merits, I thought.

However, this Court adjudicated my appeal without providing me with a meaningful opportunity to be heard, thus violating a fundamental Constitutional requirement of due process. There is a strong possibility that this Court was supplied with an incorrect, incomplete record, from which all essential evidence was removed, a record obscuring everything about my case, which caused this Court to commit this error. Whatever the reason, this Court erred in assuming that an opportunity to be heard at a meaningful time and in a meaningful manner, in the context of all the circumstances, was provided to me at my initial appeal hearing on 8.21.2024.

b. Contemporaneous objection: Respondent not present at hearing

A very important objection to note here is that Respondent was not present at my appeal hearing, (T1, p.4: 2-5, and T1, p.4: 9-10). In fact, the entire transcript of this appeal hearing confirms Respondent was not present. But this is contrary to the foundation of this Order, which makes it obvious this Court is laboring under the impression that it has "considered all relevant legal issues raised by Appellant and Respondent", (E9, p.1), and that "..on August 21, 2024. Both parties [...] had the opportunity to be heard", (E9. p.3). My initial momentary reaction was that of admiration, for this

Court appeared to have an extrasensory perception which allowed it to hear Respondent who was absent. Unfortunately, on second thought I felt devastated, for the only realistic explanation was that this Court was supplied with a doctored hearing log, which could only be doctored at this Court's office. And in fact, it was doctored, (T1, p.2). This is very serious. This breadth and depth of collusion proves my fears are rational. I am afraid for my life. If this Court's office can take upon itself the power to adjudicate cases with impunity, then, given my previous experience, it is indeed true that I can rely on no protection from the law.

II. My appeal was adjudicated on an incomplete record which specifically excluded all relevant and material essential evidence, even though I filed this evidence with this Court in order to correct omissions in magistrate's return.

a. Contemporaneous objection: Flash-drive still omitted from magistrate's return.

On 7.22.2024, having noticed that my original flash-drive and a number of important printed documents are omitted from magistrate's return, I hastened to file its copy with this Court in an effort to correct these omissions, enclosed within a Letter to Clerk, pleading that this Court "review the evidence which I submitted to the Magistrate [Court] and which has been omitted in the return documents, returned by the Magistrate", (E5). Already then, I understood that all of my essential evidence was omitted from the return, "Without this evidence, the matter of my appeal cannot be ascertained, and therefore a risk of miscarriage of justice exists", (E5). Already then, I knew that it was important to certify that "[t]his evidence is included in a flash-drive and printed documents the same way I submitted it to the Magistrate court originally", (E5). Assuming impartiality of this Court, I proposed "to include this evidence in the Record of Appeal as the evidence omitted in Magistrate's Return".

I am a lay person, not trained in jurisprudence. What options did I have to fight against a local magistrate court that omitted all of my essential evidence from its returned records? I didn't know the proper method to handle such situations, and I still can't get an attorney, (E7). Years of productive work experience have taught me to keep copies of important things. But no experience taught me anything about jurisprudence. And thus was my attempt to correct the omissions in the magistrate's return: evidence submitted in a letter; declared as evidence on original record, and requested to be considered as part of appeal record. I knew that if this Court took a single look at the

evidence in my flash-drive, this Court would know it to be true, relevant, material, and authentic. When I saw that my submission was filed as "Exhibits Not Reviewed in Lower Court", I hastened to correct; for this evidence was reviewed in magistrate court, even though only in a small part, but it was reviewed, and no doubts were raised about it. I laid the foundation for each piece of this evidence by reading in my plaintiff's statement where each piece is referenced and explained, (E11). Magistrate court did return my original plaintiff's statement in its 3rd return document, filed backdatedly after my appeal hearing, and I implore this Court to read it, (E11). At the proceeding, magistrate court did accept my flash-drive and printed documents, and, after I read in my statement, did have two of the videos viewed on the screen, after which magistrate court authenticated these videos with Defendant by asking how it was possible for me to lift plank after plank with just one hand. After defendant answered that I wasn't supposed to lift any planks to begin with, magistrate court reported everything understood and ended the viewing of the evidence. Which is why, when I saw my evidence filed as ""Exhibits Not Reviewed in Lower Court", I hastened to find a way to correct this caption to "viewed", definitely viewed in lower court, (E6), - completely missing the fact that the term "Evidence" was substituted with the term "Exhibits". It is only now that I understand the dramatic difference between these two terms. And so it came to be that this Court was now in possession of my original evidence, but it was captioned as "Exhibits" in its filing system, while I remained blissfully unaware of this, innocent, I am sure, forgery.

The third document of magistrate's return appeared only on 8.22.2024, the day after my appeal hearing, (E4, p.2). It indeed contained magistrate's summary, as well as some of the three categories of documents I identified as omitted at my appeal hearing, but my flash-drive, with all the overwhelming essential evidence on it, still remained missing. Since the SC Code of Laws Section 18-7-130 cannot possibly exclude photo and video evidence from its requirement for the appeal to be heard by the court upon all record in the case, I must use this opportunity to raise a contemporaneous objection to the fact that magistrate court is preventing this Court from obtaining all of my evidence contained in my flash-drive. If this Court wishes to comply with South Carolina Code of Laws, I see only two options in which this Court can proceed: option 1 - compel magistrate court to return my flash-drive, and then allow me to verify its completeness; or option 2 - admit the flash-drive I filed on 7.22.2024 as evidence on original record, and then still allow me to verify its completeness.

Sanity of my intellect is the most precious value for me, and really the only healthy thing I have, which is why any measure of cognitive dissonance is felt as unhealthy and detestable; I would

never try to impose it on anyone else. To this end, I lay down below, very briefly in this motion, a brief, high-level argument which proves that the evidence stored on my flash-drive submitted to this Court on 7.22.2024 is the same evidence stored on my flash-drive submitted to magistrate court originally. In my original flash-drive, as well as in my flash-drive submitted to this Court, there were stored electronic copies of public and commercial documents, independent inspection report, my complaint to South Carolina department of Labour, Licensing, and Regulations (SC LLR) and their decision, complete document with South Carolina Residential Construction Standards (SC RCS), and ample photo and video evidence essential for establishing my case. Additionally, a complete audio recording is included of Defendant inspecting his installation a week after install date, which inspection lasted 28 minutes and was exceedingly informative. The following is the list of folders on my flash-drive submitted to this Court:

1. Contract, Payments
2. LVP, first ten days
3. Concrete, before and after
4. Mr. Kocsis inspecting, Nov 16, 2023, VIDEO
5. So Car STANDARDS
6. MANUFACTURER INSTRUCTIONS
7. NFCA STANDARDS
8. So Car Department of LLR
9. INSPECTION REPORT
10. Bad Faith, Fraud, Bullying

and reasons why the contents of this flash-drive are identical to the contents of my flash-drive originally submitted to magistrate court:

(0). All folders on this flash-drive are referred to and described in my original plaintiff's statement as exactly same folders, (E11).

(1). My record of contract and payments is the same as provided in magistrate's return;

(2). This folder contains photo and video files. The only fraud I could have committed in this folder is to try and misrepresent the dates. But, for one, the dates are immaterial, as "construction defect" is defined by South Carolina Residential Construction Standards as some loosening which occurs after the warranty period (of 1 year): "Resilient flooring should not loosen during the normal warranty period" (See SC RCS document filed on 7.22.2024, p.37). Which means I had no reason to misrepresent the dates on these photo and video files, because today is still within the first year of installation. And, for two, all

of these photo and video files are still securely stored in my phone, with their date stamps, and can be extracted for authentication. As to the authenticity of the files, there can be no doubt about their authenticity because: (a) they can be easily authenticated by the independent inspector who examined the area very closely; (b) magistrate's summary proves their authenticity when it states "Defendant stated the only prep-work his company did before installation was scrap and sweep the slab" (E10, p.1), thus confirming Defendant violated several of the most critical installation requirements, stipulated in several manufacturer instruction documents (none of which magistrate court managed to return). But this violation alone leads to the same effects as are shown in my photo and video files. It must be noted here that I provided this Court, as well as magistrate court, with all applicable manufacturer instruction documents, both in printed and electronic form. See (6) below. The above are just a few reasons available at the high level of this argument, a better analysis must be done after this motion is adjudged.

(3). Same as (2) above.

(4). This folder contains the complete whole unmodified audio recording of Defendant's inspection, conducted a week after installation. If we lay aside the question of whether or not the audio recording in Folder 4 contains the voice of Respondent, then there is no other manipulation I could have done with this recording. Since it is included in Folder 4 in this flash-drive, and was included in Folder 4 in original flash-drive, which is ascertained by my plaintiff's statement (E11, p.1, and p.3), it is one and the same audio recording. As to the question of its admissibility and voice identification, more is provided on this matter below under Argument III.

(5). This folder contains the full South Carolina Residential Construction Standards (SC RCS) document which is some 400 pages long, and an excerpted section, copied from that document, which deals only with Resilient Flooring Standards and is only 5 pages long. Since this Folder is included in this flash-drive, and was included in my original flash-drive (see plaintiff's statement, E11), and since the SC RCS document is always available online, it is most likely that this flash-drive contains the same SC RCS document as my original flash-drive. As to the question of admissibility, statements from this document must be admitted into evidence because: (1) it is a state document bearing a seal; (2) it is provided to court in full; (3) the excerpted section is excerpted in full; both my flash-drive and printed

documents contain this excerpted section in full. Again, "construction defect" is defined by South Carolina Residential Construction Standards as some loosening occurring after the warranty period (of 1 year): "Resilient flooring should not loosen during the normal warranty period" (E13, p.37). It must be noted here that even though magistrate court finally returned, on 8.22.2024, a few pages from the full SC RCS document I originally submitted, it returned an incompletely excerpted section, which allowed it to claim hearsay and exclude this evidence. However, my original flash-drive and printed documents, as well this flash-drive and printed documents, contain the full document and a properly made excerpt, which would have to be admitted, if reviewed by an impartial tribunal.

(6). This folder contains all applicable manufacturer's instructions, which are official manufacturer's documents, bearing the manufacturer's brand and logo, and identifying the scope of their applicability today the same way as last year. If I refer to this folder for applicable manufacturer's instructions in my plaintiff's statement, then this folder most likely contains the same instruction documents now. I provided these documents both electronically in my flash-drive, and printed, to both magistrate and this Court. There is no reason to manipulate these documents as they are always available on the manufacturer's websites. It must be noted here that even though magistrate court finally returned, on 8.22.2024, a few pages related to manufacturer's instructions, it returned only my summation document I created for convenience which I describe as exactly such in my plaintiff's statement, (E11, p.1), and not the authentic manufacturer's documents also provided in that folder, thus ensuring it could claim hearsay. Suffice it to show that the manufacturer's instructions I filed with this Court on 7.22.2024 both on my flash-drive and in print, span 18 pages, while the mockery returned by magistrate court, is only 3 pages.

(7). This folder contains National Floor Covering Association's (NFCA) manual for resilient floor covering standards. I provided it only on my flash-drive both to magistrate and this Court, with the exception of two photos, one showing a properly prepared concrete slab, and second showing what unadhered vinyl plank looks like, which were also provided in print.

(8). This folder contains South Carolina department of Labor, Licensing and Regulations complaint I filed in February of this year, and which was resolved, after departmental investigation, in March in a $500 fine leveled against either the Defendant or his father who

are using the same name. The contents of this folder are the most striking demonstration that the evidence in my original flash-drive is the same as in this flash-drive.

(9). Folder 9 contains the complete inspection report and the inspector's credentials. This inspector is specifically trained, certified, and licensed by the Floor Covering Inspection and Training Services (FCITS) to inspect floor covering installations. FCITS is a national inspection training and licensing organization, recommended by the manufacturer as the only acceptable inspection organization in our nation. The only mistake I made was that I didn't bring the inspector to testify in person to magistrate court; I didn't know I was supposed to. An impartial magistrate would certainly have to point this mistake out to me and schedule a second hearing so I could resolve all of the minor technical mistakes with my evidence. This didn't happen. However, I can bring this inspector to testify, if need be.

10. Folder 10 contains more inspiring evidence.

This was only a brief argument for why the evidence I submitted to this Court on 7.22.2024 is the same evidence that was submitted to magistrate court originally. The most likely reason why this Court didn't consider this evidence is, I think, my mistake of allowing this evidence to be filed as 'exhibits' rather than what it really is, evidence on original record. I therefore respectfully request this Court review the evidence I submitted on 7.22.2024, both in print and on flash-drive.

b. Contemporaneous objection: Manufacturer's instructions still omitted from return. Return corrupted and intentionally modified to support illegal practices.

Shown above.

Magistrate's summary demonstrates unlawful intent, prejudicial judgement, and violation of my Constitutional rights, however a thorough analysis and proof of this is deferred to a later time, after this motion is adjudged. This motion is intended to deal only with this Court's Order to affirm magistrate's judgement.

It is the analysis of this Order and the corresponding Form 4 Order which reveals that this Court didn't see any of my evidence and based its adjudication only on the set-up supplied by the magistrate court. This was an error, for since magistrate court didn't return my flash-drive, but my flash-drive was referenced in my plaintiff's statement and every folder on it was explained in my plaintiff's statement, (E11), which magistrate court did happen to return, then this Court adjudicated

my appeal based on an incomplete record, which is in violation of Section 18-7-130. It is theoretically possible that magistrate court might endeavor to produce my original flash-drive, if this Court applies Section 18-7-80 to direct an amended return to obtain it, but I doubt it. What remains certain is that if this Court's intention is to adjudicate my appeal on its merits according to the justice of the case, this Court would need to either accept the evidence submitted to this Court on 7.22.2024, or insist on obtaining my original flash-drive from magistrate court.

c. Contemporaneous objection: Magistrate court denied transcript

I am also using this opportunity to raise a contemporaneous objection to the fact that the magistrate court has prevented me from obtaining my transcript. I first called the magistrate court in April, at the time of filing my notice of appeal, and was told it was too early to obtain my transcript. I called the magistrate court the second time in July, and was told it was too late, all audio records have been destroyed. After I called magistrate court the third time in August, and was denied again, I tried to reach out to other court recorders to find out the law of the land (E8). This is my official objection that magistrate transcript is denied me.

III. This Order reinforced the manifest injustice leveled against me and continued to incentify fraudulent practices which corrupt the South Carolina law and Constitution and damage not only my life and my property but also the culture of the entire community.

Folder 4 on my flash-drive contains the complete whole unmodified audio recording of Defendant inspecting his installation a week after install date. This inspection lasted 28 minutes and revealed significant facts which Defendant stated in the process of examining different aspects of the floor, (E11, p1 and p3). At magistrate court proceeding, magistrate court expressed no doubts about the authenticity of any of the provided photo and video evidence, having expressly authenticated two of the videos with Defendant. After which magistrate court considered it necessary to cut short the viewing of my evidence. However, if any question about the authenticity of Defendant's inspection recording were to be raised, I would have to explain that the system of recording professionals entering my home has become a system in my calling a year after I relocated to my newly purchased condo, after I was assaulted by the owner of the property management company which manages my HOA, right in his office and in the presence of one of his employees, while telling me explicitly that

no law or police will help me because he owns the cameras everywhere. I was so profoundly scared then that it made me ill. It broke my soul and remained in me as a black hole of fear. At the same time my condo, bought in perfect condition, was subjected to repeated floodings from outside leaks, while my attempts to file a claim with the HOA Master Insurance were denied and mocked, even after I discovered that the same claim was filed on behalf of the previous owner of my unit. I sought help from President of HOA's Board of Directors, but to no avail, the President consistently appeared to be in collusion with the property management company. Water damage remediation professions came to assess the damages, and assured me there were no damages, even after my condo was flooded by backup condensate from an underground drain clog and the property management kept it flooded with standing water for three days. At the same time, I was being ripped off by various businesses, my HOA account balance was manipulated, I was sent invoices intended to extort extraordinary sums of money, my protestations were ignored, people associated with property management entered my condo under false pretenses, caused damage, planted roaches, - while I was becoming profoundly ill, more and more so, and my dog suddenly started to falter rapidly. Veterinarian professionals seemed to know who I was and charged me hundreds of dollars without providing any actual help. Even the medical community appeared to have been predisposed to view me as a drug-seeking mentally-ill scheming fraud; I was effectively denied medical care for more than a year, during the time when I was critically ill. A few doctors suspected foul and reported my case so it was investigated and my good character and medical history was restored, but only in some offices. Most of the medical community continues to operate based on something other than my personal and medical history. All my neighbors, the entire HOA community saw me faltering to the brink of death. But the decent people in the community were specifically instructed to not interact with me at all, and, bewilderingly, they appear to recognize the absolute need to follow these instructions. This Defendant is associated with the property management company and is included on their list of recommended contractors. When the installation he was paid to do came off in the first ten days, I suspected foul play, and therefore had even more reason to record his inspection. A few months later it transpired that the carpet in my family room and master bedroom was infected with murderous mold. The most likely source of that infestation was after my condo was flooded with backup condensate and my property management company intentionally kept it flooded with standing water for three days. It became apparent to me that Defendant was tasked with removing that carpet, as it was evidence against the property management company, for which purpose Defendant was provided with careful insights enabling him to make the best offer. It also became apparent to me that while they decided to remove my carpet so I don't die immediately, no decision

was made to stop the abuse against my life or my property. My condo is still being flooded from outside leaks, I am still denied my rights, and contractors are still incentified to damage my condo in their interests, as is accomplished by this magistrate's judgement. This is a brief and an incomplete description of the context in which I found myself entrapped, for my condo is now damaged beyond repair, and so is my health. I cannot get legal help for the life of me. Attorneys start running as soon as they learn my address, or my name. The way this scheme worked normally is that new owners, subjected to repeated flooding and other pressures, cut losses and sold their units 'as is' at the bottom of the market, which is rigged. Unfortunately, I simply have no means to do that. It is in this context that it become the system of my calling to record every professional who ever enters my condo for any reason.

This magistrate's judgement compromises my safety. I actually have enough evidence to show that Defendant was acting in fraud from the beginning, and even throughout his inspection, that he was setting me up for infinite continuous repairs. After the year-long warranty period, I would have to become a paying subscriber to Defendant. By virtue of his inexperience in this type of installation, Defendant made it nearly completely unadhered, so nearly all of the planks came off within the first ten days. This magistrate's judgment allows this abuse to continue. I won't survive it. I have a neurological disability which forced me to retire and to relocate to this state. It took me two years to save up the money I paid Defendant to install this flooring. Without recovering this money, I won't be able to install flooring properly for a long time. I am not even mentioning the health and property damage that Defendant induced by breaching his contract. If this judgment is allowed to stand, my safety is compromised. This magistrate's judgement essentially allows contractors to be paid for damaging my property. And it is impossible to adequately describe, in the scope of this motion, the immense damage this state-supported corruption inflicts on the health and culture of the local community.

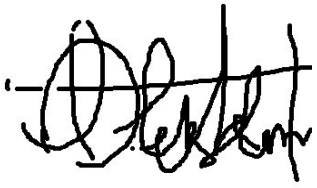
CONCLUSION

Given the arguments presented and contained in this Motion, I, Olga Teslenko, Appellant, respectfully request this Court vacate the order affirming magistrate's judgement and the corresponding Form 4 Order, and set this matter for a new trial, allowing proper time to prepare argument, subpoena witnesses, and authenticate digital evidence, as per SC Code Ann. § 18-1-140.

CERTIFICATE OF TRUE COPIES

I certify that all copies enclosed below or attached as exhibits are true and correct copies of the originals seen by me. I certify that the included documents are true and correct copies of the original electronic records.

I declare under penalty of perjury under the laws of this State that the foregoing is true and correct.



Signature: *s/ Olga N Teslenko*

September 19, 2024

Olga Teslenko
Appellant
100 Fountain Pointe Ln, Unit 103
Myrtle Beach, SC 29579
email: osenochen@gmail.com
tel: 510-388-2780

EXHIBITS ATTACHED AS FOLLOWS:

E1. Magistrate Court judgement.

E2. Magistrate Return Two documents (August 6).

T1. Appeal Hearing Transcript.

E3. Affidavit: Certificate of No Knowledge of Magistrate's Summary.

E4. Magistrate Return Three Documents (August 22).

E5. Letter about Evidence Omitted in Return.

E6. Exhibits omitted in Lower Court's Return.

E7. Affidavit: Not Able to Engage With an Attorney.

E8. Gmail Magistrate Court transcript.

E9. Order Affirming Magistrate's judgement

E10. Magistrate's Summary, Return 3rd document.

E11. Plaintiff's Statement, Return 3rd document.

E12, Flash-Drive, Evidence Submitted on 7/22/2024

STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY)

2023CV261093695
CIVIL CASE NUMBER

E1

IN THE MAGISTRATE'S COURT

JUDGMENT

Olga Teslenko
100 Fountain Pointe Unit 103
Myrtle Beach, SC 29579
(510) 388-2780
PLAINTIFF(S)

Vs

Carpet King & Flooring
532 Broadway Street
Myrtle Beach, SC 29577

Joe Kocsis
532 Broadway Street
Myrtle Beach, SC 29577
DEFENDANT(S)

The issues in this action were tried in the Myrtle Beach Magistrate Court on March 27, 2024 at which time a Judgment for the Plaintiff, **Olga Teslenko,** , was rendered in the amount of **$2,000.00**.

IT IS THEREFORE ORDERED that the Plaintiff recover from the Defendant(s):

Carpet King & Flooring
Joe Kocsis

the total amount of **$2,000.00** which includes other relief, if any, as stated below.

JUDGE Christopher J. Arakas

FILED
HORRY COUNTY
2024 APR 29 P 3:30
RENEE N. ELVIS
CLERK OF COURT
HORRY COUNTY, SC

Myrtle Beach Magistrate Court
1201 21st Avenue North
Myrtle Beach, SC 29577
Phone: (843) 915-5293 Fax: (843) 444-6131

March 27, 2024

MV6

Horry County
Fifteenth Judicial Circuit
Public Index

E2



Switch View

Olga Teslenko VS Carpet King & Flooring , defendant, et al

Case Number:	2024CP2602983	**Court Agency:**	Common Pleas	**Filed Date:**	04/29/2024
Case Type:	Appeal	**Case Sub Type:**	Magistrate Civil 910	**File Type:**	Non-Jury
Status:	Appeal	**Assigned Judge:**	Clerk Of Court C P, G S, And Family Court		
Disposition:		**Disposition Date:**		**Disposition Judge:**	
Original Source Doc:		**Original Case #:**			
Judgment Number:		**Court Roster:**			

Case Parties

Click the icon to show associated parties.

Name	Address	Race	Sex	Year Of Birth	Party Type	Party Status	Last Updated
Carpet King & Flooring	532 Broadway St Myrtle Beach SC 29577				Respondent		05/02/2024
Carpet King & Flooring	532 Broadway St Myrtle Beach SC 29577				Respondent Pro Se		05/02/2024
Kocsis, Joe	532 Broadway St Myrtle Beach SC 29577				Respondent Pro Se		05/02/2024
Kocsis, Joe	532 Broadway St Myrtle Beach SC 29577				Respondent		05/02/2024
Teslenko, Olga	100 Fountain Pointe Lane Unit 103 Myrtle Beach SC 29579				Appellant Pro Se		05/02/2024
Teslenko, Olga	100 Fountain Pointe Lane Unit 103 Myrtle Beach SC 29579				Appellant		05/02/2024

Actions

Name	Description	Type	Motion Roster	Begin Date	Completion Date	Documents
Teslenko, Olga	Service/Affidavit Of Service on MB Magistrate Court	Filing		07/05/2024-16:17		
Teslenko, Olga	Appeal/Appeal Returned Received	Action		05/29/2024-13:32		
Teslenko, Olga	Appeal/Notice of Civil Appeal (Workflow)	Action		05/09/2024-15:27	05/25/2024-15:27	

Teslenko, Olga	Email Confirmation of Appeal Received	Filing		05/03/2024-09:34		
Teslenko, Olga	Motion/Appeal	Motion		04/29/2024-15:27		
Teslenko, Olga	Appeal/Notice of Civil Appeal	Filing		04/29/2024-15:26		

Financials

Summary

Fine/Costs:	$150.00	Total Paid for fine/costs:	$150.00	Balance Due:	$0.00

Costs

Description	Cost Code	Amount	Charge Action	Disbursed Amount
Civil Filing Fee State 56%	CVFFST	$56.00		$56.00
Civil Filing Fee County 44%/100%	CVFFCN	$44.00		$44.00
SCJD Filing Fee Proviso $50 / $25	SCJDPV	$50.00		$50.00

Payments

Payment Date	Receipt Number	Entered By	Transaction Type Code	Payment Amount
04/29/2024	1104524	c26hbellam	PY	$150.00

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T1

STATE OF SOUTH CAROLINA)IN THE SOUTH CAROLINA CIRCUIT COURT 15
COUNTY OF HORRY)COURT C.A NO. 2024-CP-26-02983

Ogla Teslenko,)
Plaintiff,)
Versus)
Carpet King & Flooring, Joe Kocsis)
Defendant.)

H E A R I N G

DATE: August 21, 2024

LOCATION: South Carolina Circuit Court 15

JUDGE: Dale Van Slambrook

TRANSCRIBED BY: ERIN REILLY

LEGAL EAGLE
Post Office Box 5682
Greenville, South Carolina 29606
864-467-1373
depos@legaleagleinc.com

APPEARANCES:

Attorney for Plaintiff:

Olga Teslenko(Pro Se)

Attorney for Defendant:

Joe Kocsis(Pro Se)

INDEX OF PROCEEDINGS

Certificate of Transcriber 13

EXHIBITS

(None marked)

(THIS TRANSCRIPT MAY CONTAIN QUOTED MATERIAL. SUCH IS REPRODUCED AS READ OR QUOTED BY THE SPEAKER.)

PROCEEDINGS

THE COURT: The next matter I had was Olga Teslenko versus Carpet King & Flooring. Ms. Teslenko or some representative of Carpet King & Flooring present in our virtual courtroom today?

MS. TESLENKO: Your Honor, my name is Olga Teslenko. I don't represent Carpet King & Flooring and I represent only myself. I'm the appellant

THE COURT: All right. Is there any representative here from Carpet King that has joined us? All right. Let me find this file as well. All right. I'm looking at the public index, I see the motion that you'd filed Ms. Teslenko. All right. Ms. Keeling maybe you can help me out on this one as well. Is there a return that's filed from the magistrate on this? I see an appeal returned E-D on the end, and that looks like just the appeal documents. Is there a return in this that I'm overlooking?

THE CLERK: Let me look. The appeal returned received is the return, if you look there are 30 pages.

THE COURT: Is that just the documents or is there an actual summary with an outline of information signed by the magistrate? I'm not sure if I -- because I scrolled through it, I'm just not --

THE CLERK: Yes, it's from Judge Arrakis.

THE COURT: Where is that at?

THE CLERK: The return is the first two pages and then the rest is documents.

THE COURT: All right. And are you saying that that's under the caption where it says appeal/appeal return received?

THE CLERK: Yes, sir.

THE COURT: And is it the first or second document identified?

THE CLERK: I believe it's the first.

THE COURT: Okay. Well, I'm trying to get this thing pulled up, Ms. Teslenko?

MS. TESLENKO: Yes, judge.

THE COURT: Tell me what you're asking for. What are you appealing and why should I -- and what relief are you asking for and why should I grant it?

MS. TESLENKO: Sir, I'm appealing the judgment by the magistrate's judge that ruled in my favor and I claimed a complete material breach of contract. So, the judge ruled in my favor but somehow discounted the amount of money that was supposed to be return -- recovered to me from the Defendant by $1,825 without any explanation. I actually felt unsafe when I received that judgment because at the magistrate court hearing, I have provided a flash drive that contained all of the documents that support my claim as well as an immense amount of video and photo evidence that this is indeed a complete

material breach of contract. The flooring for which I paid Mr. Kocsis $3,395 was not even pretended to be installed. The flash drive also contained the independent inspection report by National Foundation certified inspector, independent inspector recommended by the manufacturer.

THE COURT: Were all of those documents submitted to the magistrate?

MS. TESLENKO: Yes, not only did they submit the flash drive at the hearing.

THE COURT: Okay.

MS. TESLENKO: But I also printed out some distinct or distinctly critical documents were also printed out and submitted in a printed package. The printed package also contained my Plaintiff's statement. Your Honor, one side note that I must add is this is the very first time in my entire life that I have to interact with the judicial system. I understand the importance of having -- a functioning judicial system in society.

A society can't function without a set of laws and a way to abide by them, to enforce these laws are abided by. But my own personal tendencies and also, you know, the culture of where I come from, they kind of kept me away from any interaction with courts. In other words, I don't even know how courts interact.

It was my hope that in the United States courts work

properly and at this point. So, I didn't know that I was supposed to maybe file my evidence prior to appearing in the magistrates court hearing. So, when I came to the magistrates court hearing, I had a flash drive which I submitted to the Judge. I had a packet of printed documents, which I have also submitted to the Judge.

And also, I had several physical of vinyl planks that contained the trial marks and other evidence which were physical proof of what the inspector has found and put in his inspection report of the physical proof of the contractor Mr. Joe Kocsis having violated all the essential requirements for the installation of this product and adhesive requirements for the adhesive that he used. So, that was submitted to the Court. And at the court hearing, I was able to read through my statement entirely.

And in my statement, it's explicitly stated that I am aware of the South Carolina law that provides the contractor with the right to cure a defect, but that this situation is not a construction defect. This situation is a complete material breach of contract. And at the end of my statement, I asked the Court to review the evidence and order that the full amount of the contract be returned or recovered to me as well as the inspection fee, which was $430.

So, the total amount of money that I specifically asked for to be recovered to me was $3,825. The Magistrate's

court somehow ruled in my favor. Well, I understand how it was ruled in my favor. Let me back up for a second. At the magistrate hearing at my court date, the magistrate judge has actually had the flash drive reviewed and several videos were reviewed in the courtroom and showed explicitly that this installation was not at all actually installed.

The planks were simply laid over the concrete not rolled, not pressed. So, my videos show me lifting off each plank with one hand only hold in the telephone with camera in the other hand. This is not even a mockery of installation; this is zero installation. So, the judge did have to rule in my favor, the amount of the judgment was what actually made me deadly concerned. The judge ruled only $2,000 to be recovered to me from the Defendant was the actual amount of the contract plus the inspection fee were $3,825.

There was no explanation provided for why $1,825 were decided to not be recovered to me. And the reason I felt very unsafe at this judgment was that it in center hide Mr. Kocsis in the -- his line of operation. In other words, Mr. Kocsis earned $1,800 per day's work of salvaging half from my condo.

He earned money to salvage somebody else's property. I have experience of being ripped off ever since I've relocated into this community, three years ago because of my disability, I have to retire. So, I had to find a place where life is a little less expensive. I bought this condo and then an immense

amount of collusion started happening to where initially for the longest time I thought I was just being imaginative. I thought things were just something as fantastic as that couldn't be true. So, I started to collect evidence and is the evidence of the objective facts that I had been collecting that showed me that collusion indeed happens in this community, people are indeed ripping me off and so I thought - I felt very unsafe.

THE COURT: Let me interrupt you for a minute, I want to make sure I understand. The amount of the prayer, which is the amount you requested was 3,825, is that right, but the amount of the award was 2000?

MS. TESLENKO: Correct.

THE COURT: Okay. And I don't have the benefit of the order. I see the documents that were filed but I still don't see the return.

MS. TESLENKO: I can actually see the return.

THE COURT: Explaining it. So -- I'm sorry, say that again for me?

MS. TESLENKO: It was after I reviewed the return -- returned by the magistrate court that I discovered that the magistrate's court omitted my flash drive and preprinted documents were also omitted from the printed documents package that it turned in to the magistrate's court. One was my statement, which outlined exactly that there was a complete

bridge of contract and that I was requesting or praying for $3,825. The second document -- the second category of documents were all the manufacturer's instructions. And third document omitted in the magistrate return was a copy of my check paying the inspections fee. The judgment itself contains not ---

THE COURT: Let me do this. Ms. Teslenko and I appreciate you sharing that. I think I understood essentially what was going on before you explained it, but after you explained it, I understand it better. I need the opportunity to review all of those documents that are in that return and, and find the summary portion of it as well to see if there is a sufficient legal explanation for that reduction.

Okay. If there is a sufficient legal explanation for that reduction then the award may have to stay at the $2,000. Okay? If there's not a sufficient explanation then I'll have to sort out how to handle that. It wouldn't necessarily mean that I would change the award. It may very well require that the matter be reconsidered or reviewed by the magistrate after being remanded or returned to them. Okay?

MS. TESLENKO: Could I ask you a few questions, two questions. I don't know how to -- can I ask you a question, Your Honor.

THE COURT: I can't give you any legal advice but I might be able to share some explanation.

MS. TESLENKO: No, about what you just said.

THE COURT: All right. Go ahead.

MS. TESLENKO: Question number 1, as of this morning, the magistrate's return contained no summary. Okay. Or the magistrate's judgment contain no summary. I have copies of everything that was filed by the magistrate in their return.

THE COURT: All right. And that's what I'm saying.

MS. TESLENKO: Do you think there's --

THE COURT: I need to look at the -- I need to look at that document and if it's not there then I'll consider that as well. Okay.

MS. TESLENKO: And Question Number 2, can I ask you a second question about what you just said?

THE COURT: Certainly.

MS. TESLENKO: I understand that you may have to remit or return this case back to the magistrate's court. However, I have evidence of the -- of that particular magistrate court doing something very incomprehensible for me. For instance, when I asked them about the rules to appeal, they told me that I was being ungrateful. It's incomprehensible, second instance when I asked them --

THE COURT: Whether they would handle it or not, I mean, that's a -- that's something that would have to be dealt with down the road. I can't answer that question today.

MS. TESLENKO: Okay. Could I -- at which point can I

ask for this case to be returned back to some other magistrate court not Myrtle Beach?

THE COURT: I'm not sure if I can address that. If I can I will in my order. If I can't you may have to deal with that once it gets sent back to them. Okay?

MS. TESLENKO: Thank you very much. Thank you.

THE COURT: Okay. All right. And so, the way we're gonna leave it right now Ms. Teslenko is I'm taking this matter under advisement. I will prepare a written order that will be filed and a copy will be sent to you. Okay?

MS. TESLENKO: Thank you Judge.

THE COURT: Okay. Yes ma'am. Good luck to you.

MS. TESLENKO: Thank you very much. Have a good day.

THE COURT: You too.

[END OF HEARING]

CERTIFICATE OF TRANSCRIBER

I, ERIN REILY, a court-approved transcriber, 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 South Carolina Circuit Court 15, South Carolina, on the 21st day of August, 2024.

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

September 4th, 2024

ERIN REILLY



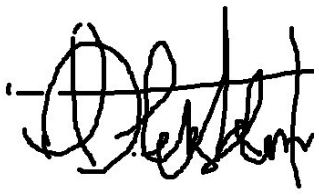
TRANSCRIBER

E3

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF HORRY	)	FIFTEENTH JUDICIAL CIRCUIT
	)	
	)	Civil Action No.: 2024-CP-26-02983
	)	
	)	
Olga Teslenko,	)	
Appellant,	)	**AFFIDAVIT: CERTIFICATE OF NO KNOWLEDGE OF MAGISTRATE'S SUMMARY UNTIL AFTER APPEAL HEARING**
v.	)	
	)	
Joe Kocsis,	)	
Carpet Kind and Flooring,	)	
Respondent.	)	
	)	

I certify that I had no knowledge of magistrate's summary of fact-finding and legal explanation until the day after my appeal hearing, when it was finally included in the third document of magistrate's return, not previousely available.

I declare under penalty of perjury under the laws of this State that the foregoing is true and correct.

Signature:  *s/ Olga N Teslenko*

September 19, 2024

Olga Teslenko
Appellant
100 Fountain Pointe Ln, Unit 103
email: osenochen@gmail.com
tel: 510-388-2780

Horry County
Fifteenth Judicial Circuit
Public Index



Horry County Home Page South Carolina Judicial Department Home Page SC.GOV Home Page

E4

Switch View

Olga Teslenko VS Carpet King & Flooring , defendant, et al					
Case Number:	2024CP2602983	Court Agency:	Common Pleas	Filed Date:	04/29/2024
Case Type:	Appeal	Case Sub Type:	Magistrate Civil 910	File Type:	Non-Jury
Status:	Appeal	Assigned Judge:	Clerk Of Court C P, G S, And Family Court		
Disposition:		Disposition Date:		Disposition Judge:	
Original Source Doc:		Original Case #:			
Judgment Number:		Court Roster:			

Case Parties

Click the icon to show associated parties.

Name	Address	Race	Sex	Year Of Birth	Party Type	Party Status	Last Updated
Carpet King & Flooring	532 Broadway St Myrtle Beach SC 29577				Respondent		05/02/2024
Carpet King & Flooring	532 Broadway St Myrtle Beach SC 29577				Respondent Pro Se		05/02/2024
Kocsis, Joe	532 Broadway St Myrtle Beach SC 29577				Respondent Pro Se		05/02/2024
Kocsis, Joe	532 Broadway St Myrtle Beach SC 29577				Respondent		05/02/2024
Teslenko, Olga	100 Fountain Pointe Lane Unit 103 Myrtle Beach SC 29579				Appellant Pro Se		05/02/2024
Teslenko, Olga	100 Fountain Pointe Lane Unit 103 Myrtle Beach SC 29579				Appellant		05/02/2024

Actions

Name	Description	Type	Motion Roster	Begin Date	Completion Date	Documents
Teslenko, Olga	Certificate/COC Mailing Copies of Court Orders - Form 4	Action		08/27/2024-11:33		
Teslenko, Olga	Order/Electronic Form 4-Motion for Appeal is Under	Order		08/27/2024-09:11		

[Rec. p. 340]

Teslenko, Olga	Data Entry/Response to Correct Data Entry Error	Filing		08/16/2024-10:51		
Teslenko, Olga	Data Entry/Request to Correct Data Entry Error	Filing		08/14/2024-14:47		
Kocsis, Joe	8/19/2024_MOTION_Roster/ Notice of Motions Roster Publication	Action		08/09/2024-15:26		
Teslenko, Olga	8/19/2024_MOTION_Roster/ Notice of Motions Roster Publication	Action		08/09/2024-15:26		
Carpet King & Flooring	8/19/2024_MOTION_Roster/ Notice of Motions Roster Publication	Action		08/09/2024-15:26		
Teslenko, Olga	Letter Submitting Exhibits Omitted in Lower Court's Return	Filing		07/22/2024-14:16		
Teslenko, Olga	Letter to Clerk of Court About Appellants Disability	Filing		07/22/2024-14:12		
Carpet King & Flooring	Notice/Notice of Hearing and Service	Filing		07/17/2024-11:17		
Kocsis, Joe	Notice/Notice of Hearing and Service	Filing		07/17/2024-11:16		
Teslenko, Olga	Notice/Notice of Hearing and Service	Filing		07/17/2024-11:16		
Kocsis, Joe	8/19/2024_MOTION_Roster/ Notice of Motions Roster Publication	Action		07/17/2024-09:44		
Carpet King & Flooring	8/19/2024_MOTION_Roster/ Notice of Motions Roster Publication	Action		07/17/2024-09:44		
Teslenko, Olga	8/19/2024_MOTION_Roster/ Notice of Motions Roster Publication	Action		07/17/2024-09:44		
Teslenko, Olga	Service/Affidavit Of Service on MB Magistrate Court	Filing		07/05/2024-16:17		
Teslenko, Olga	Return from Magistrate Court	Action		05/29/2024-13:32		
Teslenko, Olga	Appeal/Notice of Civil Appeal (Workflow)	Action		05/09/2024-15:27	05/25/2024-15:27	
Teslenko, Olga	Email Confirmation of Appeal Received	Filing		05/03/2024-09:34		
Teslenko, Olga	Motion/Appeal	Motion		04/29/2024-15:27	08/21/2024-15:27	
Teslenko, Olga	Appeal/Notice of Civil Appeal	Filing		04/29/2024-15:26		

[Rec. p. 341]

Financials

Summary					
Fine/Costs:	$150.00	Total Paid for fine/costs:	$150.00	Balance Due:	$0.00

Costs

Description	Cost Code	Amount	Charge Action	Disbursed Amount
SCJD Filing Fee Proviso $50 / $25	SCJDPV	$50.00		$50.00
Civil Filing Fee County 44%/100%	CVFFCN	$44.00		$44.00
Civil Filing Fee State 56%	CVFFST	$56.00		$56.00

Payments

Payment Date	Receipt Number	Entered By	Transaction Type Code	Payment Amount
04/29/2024	1104524	c26hbellam	PY	$150.00

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[Rec. p. 342]

E5

STATE OF SOUTH CAROLINA	)	2024CP2602983
	)	COMMON PLEAS CASE UMBER
COUNTY OF HORRY	)	
	)	2023CV261093695
Olga Teslenko	)	MAGISTRATE CIVIL CASE NUMBER
APPELLANT	)	
	)	
VS.	)	IN THE COURT OF COMMON PLEAS
	)	
Carpet King & Flooring, Joe Kocsis	)	LETTER TO THE
RESPONDENTS	)	CLERK OF COURT

July 22, 2024

FILED
HORRY COUNTY
2024 JUL 22 P 2:16
RENEE N. ELVIS
CLERK OF COURT
HORRY COUNTY, SC

Mme. Rene N. Elvis,
Horry County Clerk of Court
P.O. Box 677
1301 2nd Avenue
Conway, South Carolina 29526

RE: Olga Teslenko, Appellant, VS. Carpet King & Flooring, Joe Kocsis, Respondent,

Dear Madame Clerk of Court,

I would like the Judge in my case to review the evidence which I submitted to the Magistrate, Honorable Judge Christopher Arakas, at my court hearing in the Magistrate Court, and which has been omitted in the return documents, returned by the Magistrate. Without this evidence, the matter of my appeal cannot be ascertained, and therefore a risk of miscarriage of justice exists. This evidence is included in a flash drive and printed documents the same way I submitted it to the Magistrate court originally. I would like to propose to include this evidence in the Record of Appeal as the evidence omitted in the Magistrate Return.

Sincerely,

Olga Teslenko, Appelant,
100 Fountain Pointe Ln, Unit 103,
Myrtle Beach, SC, 28578

July 22, 2024

Enclosed:
Flash drive
Olga Teslenko's Magistrate Court statement and supporting documents

E6

STATE OF SOUTH CAROLINA	)	2024CP2602983
	)	COMMON PLEAS CASE NUMBER
COUNTY OF HORRY	)	
	)	2023CV261093695
Olga Teslenko	)	MAGISTRATE CIVIL CASE NUMBER
APPELLANT	)	
VS.	)	IN THE COURT OF COMMON PLEAS
Carpet King & Flooring,	)	
Joe Kocsis	)	**REQUEST TO CORRECT**
RESPONDENT(S)	)	**DATA ENTRY ERROR**

Appellant hereby requests the electronic data in this matter be corrected because there is an error in the electronic data maintained by the clerk of court.

1. The data entry error is the description of the exhibits Appellant filed on July 22, 2024, as "Exhibits Not Reviewed in Lower Court". In a letter to the Clerk of Court, on 07/22/2024, Appellant filed evidence, which has been omitted in the return documents, returned by the Magistrate, but which was originally submitted to the Magistrate court, and which constitutes the original record on the Magistrate civil case number above. On Magistrate's court day this evidence was in fact reviewed in court.

2. Appellant hereby requests the following correction to the data:
Appellant's filing on 07/22/2024 described as "Exhibits Omitted in Lower Court's Return".

Date: August 14, 2024

Appellant Signature

Olga Teslenko,
100 Fountain Pointe Ln
Unit 103,
Myrtle Beach, SC, 2857[illegible]
(510) 388-2780
osenochen@gmail.com
Appellant

FILED
HORRY COUNTY
2024 AUG 14 P 2:47
RENEE N. ELVIS
CLERK OF COURT
HORRY COUNTY, SC

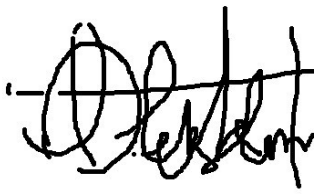
SCCA/295 (10/2015)

E7

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF HORRY	)	FIFTEENTH JUDICIAL CIRCUIT
	)	
	)	Civil Action No.: 2024-CP-26-02983
	)	
	)	
Olga Teslenko,	)	
Appellant,	)	**AFFIDAVIT:**
v.	)	**CERTIFICATE OF NOT BEING ABLE**
	)	**TO ENGAGE WITH AN ATTORNEY**
Joe Kocsis,	)	
Carpet Kind and Flooring,	)	
Respondent.	)	
	)	

I certify that I am trying to engage help from an attorney for months now, but I am always, consistantly refused. Some attorneys even feel the need to send me letters of refusal, as if they were afraid to be suspected of helping me.

I declare under penalty of perjury under the laws of this State that the foregoing is true and correct.

Signature:  *s/ Olga N Teslenko*

September 19, 2024

Olga Teslenko
Appellant
100 Fountain Pointe Ln, Unit 103
email: osenochen@gmail.com
tel: 510-388-2780

E8

Gmail O. T. <osenochen@gmail.com>

Magistrate Court Civil Case 2023CV261093695

7 messages

Osen Ochen <osenochen@gmail.com> Fri, Aug 23, 2024 at 3:26 PM
To: kurt_mckaughan@scd.uscourts.gov

Dear Mr. McKaughan,

Thank you very much for speaking with me on the phone just now. I must admit I am scared and desperate, which propels me to call and seek help. This situation is incomprehensible to me. I understand you may not be able to impart any clarity. Here are the specifics: On March 27, 2024, my civil case No. 2023CV261093695 was heard at the Myrtle Beach Magistrates Court. The Magistrate's judgment was ruled in my favor but reduced my reward in half. I decided to appeal and filed an appeal case with the Horry County Court of Common Pleas. I then called the Myrtle Beach Magistrates Office, where my case was heard, and asked about a copy of my transcript. I was told it was too early to order my transcript. When I called again a week ago, I was told it was already too late, my transcript has already been destroyed because they don't keep transcripts on their files that long. At the same time the Horry County Clerk of Court"s office is certain court transcripts must be kept on files much longer. .... No attorney in South Carolina agrees to help me, even though my case is completely obvious, and meak. Is there any way you can help me get my transcript from March 27, 2004, case No. 2023CV26109369? Myrtle Beach Magistrate's office telephone number is (843) 915-5293

I pray you can please let me know, whatever you discover. Thank you very much, again,
Ola Teslenko

Kurt McKaughan <Kurt_McKaughan@scd.uscourts.gov> Fri, Aug 23, 2024 at 3:41 PM
To: Osen Ochen <osenochen@gmail.com>

Ms Ochen,

Emailed received.

From: Osen Ochen <osenochen@gmail.com>
Sent: Friday, August 23, 2024 3:27 PM
To: Kurt McKaughan <Kurt_McKaughan@scd.uscourts.gov>
Subject: Magistrate Court Civil Case 2023CV261093695

CAUTION - EXTERNAL:

[Quoted text hidden]

CAUTION - EXTERNAL EMAIL: This email originated outside the Judiciary. Exercise caution when opening attachments or clicking on links.

Osen Ochen <osenochen@gmail.com> Fri, Aug 23, 2024 at 4:07 PM
To: Kurt McKaughan <Kurt_McKaughan@scd.uscourts.gov>

Thank you Mr. McKaughan. Sorry for my email address, my name is Olga Teslenko, and I have just made my Google account say O. T.
Thank you very much,
Ola Teslenko
[Quoted text hidden]

Kurt McKaughan <Kurt_McKaughan@scd.uscourts.gov> Fri, Aug 23, 2024 at 4:09 PM
To: Osen Ochen <osenochen@gmail.com>

Ms Teslenko,

I did speak with a court official at the Myrtle Beach Magistrate's office. She reiterated their policy of keeping the audio recordings from Magistrate's hrgs for a period of 30 to 60 days only. Since your hrg was held March 27, 2024, that is almost 5 months ago, they do not have the audio recording any longer. I will tell you, I found the court official to be sincere, helpful and knowledgeable.

Sincerely,

Kurt McKaughan

803-765-5425

From: Osen Ochen <osenochen@gmail.com>
Sent: Friday, August 23, 2024 3:27 PM

[Rec. p. 347]

To: Kurt McKaughan <Kurt_McKaughan@scd.uscourts.gov>
Subject: Magistrate Court Civil Case 2023CV261093695

CAUTION - EXTERNAL:

[Quoted text hidden]

CAUTION - EXTERNAL EMAIL: This email originated outside the Judiciary. Exercise caution when opening attachments or clicking on links.

Osen Ochen <osenochen@gmail.com> Fri, Aug 23, 2024 at 4:20 PM
To: Kurt McKaughan <Kurt_McKaughan@scd.uscourts.gov>

Thank you Mr. McKaughan. This brings me back to my starting point. Is there a law in South Carolina which stipulates how long audio recordings must be kept on file by Magistrate courts? And secondly, is there a paper request form I can file to request my audio recording? I wish to get a documented response that my audio recording was not available. Can you please point me to where I can find the answers to these two questions?
Ola Teslenko

[Quoted text hidden]

Kurt McKaughan <Kurt_McKaughan@scd.uscourts.gov> Fri, Aug 23, 2024 at 4:39 PM
To: Osen Ochen <osenochen@gmail.com>

Ms Teslenko,

I'm sorry I cannot help you with your two questions, but I think the Clerk of Court for the Magistrate office in Myrtle Beach could answer those question for you and provide a copy of their policy about ordering transcripts.

[Quoted text hidden]

Osen Ochen <osenochen@gmail.com> Fri, Aug 23, 2024 at 5:04 PM
To: Kurt McKaughan <Kurt_McKaughan@scd.uscourts.gov>

I am sorry, too. The Myrtle Beach Magistrates office has just told me that they: (1) don't have a policy about ordering transcripts, and (2) that they don't have to have transcripts at all.
Is this real? Can this be true? I am stunned..
[Quoted text hidden]

E9

ELECTRONICALLY FILED - 2024 Sep 09 4:51 PM - HORRY - COMMON PLEAS - CASE#2024CP2602983

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF HORRY	)	FIFTEENTH JUDICIAL CIRCUIT
	)	
Olga Teslente,	)	Civil Action No.: 2024-CP-26-02983
	)	
Appellant,	)	
	)	
v.	)	
	)	**ORDER**
Carpet King & Flooring,	)	
	)	
Respondent.	)	
	)	

This matter came before the Court by way of Appeal from the Magistrate Court of Horry County, South Carolina. This Court, having been fully apprised of the judgment from the Honorable Chris Arakas, Presiding Judge, and having considered all relevant legal issues raised by Appellant and Respondent, finds there is no legal error presented. Therefore, the Magistrate Court's judgment is affirmed.

PROCEDURAL AND FACTUAL BACKGROUND

Appellant and Respondent entered into a contract on October 31st, 2023. The contract centered around the installation of new flooring for the Appellant's home. Respondent was to take out the Appellant's carpet and install new "shaw prime plank." Appellant paid $1,700.00 on November 2nd, 2023, and later $1,694.75 upon completion of the work. The total cost of the work was $3,394.75. Appellant argues that, in the days following the installation of the new flooring, the shaw prime plank began to peel. Appellant engaged another flooring company who opined that the Respondent's work in installing the flooring did not meet industry standards.

ELECTRONICALLY FILED - 2024 Sep 09 4:51 PM - HORRY - COMMON PLEAS - CASE#2024CP2602983

Appellant filed this action in the Myrtle Beach Magistrate Office on April 28, 2024. At the hearing before the Magistrate, the parties agreed that the Appellant has a 1-year warranty on the floor given to her by the Respondent. When Respondent was notified of the floor's defects by Appellant, any attempt by Respondent to cure those defects was refused. Appellant would not let the company have access to her home.

The Magistrate found that the contract price was for $3,954.75; this figure was paid in full by the Appellant. Additionally, the Magistrate found that the Respondent performed and completed the work, but the work was subject to deficiencies. Since Appellant refused to allow the defendant to cure the issue as required by the warranty, the Magistrate estimated that the total damage to the Appellant was in the amount of $2,000.00.

STANDARD OF REVIEW

Under the South Carolina Code of Laws, "When a judgment is rendered by a magistrates court…the appeal shall be to the circuit court of the county wherein the judgment was rendered…" SC Code Ann. § 18-7-10 (2024). When the Circuit Court hears the appeal "…the court may affirm or reverse the judgment of the court below, in whole or in part, as to any or all the parties and for errors of law or fact." SC Code Ann. § 18-7-170 (2024). In hearing appeals from Magistrate Court, the Circuit Court "maintains a broad scope of review." *Bowers v. Thomas*, 373 S.C. 240, 244, 644 S.E.2d 751, 753 (Ct. App. 2007). Likewise, "The appeal shall be heard by the court upon all the papers in the case…" and "The court shall have the same power over its own determinations, and shall render judgment thereon in the same manner, as the circuit court in actions pending therein..." SC Code Ann. §§ 18-7-130, 140 (2024).

ELECTRONICALLY FILED - 2024 Sep 09 4:51 PM - HORRY - COMMON PLEAS - CASE#2024CP2602983

DISCUSSION

This appeal was heard on August 21, 2024. Both parties, neither of which was represented by counsel, had the opportunity to be heard. This Court finds that the Appellant did not introduce any evidence that the magistrate's judgment was based on an error of law or fact as required by § 18-7-170. Therefore, it **IS ORDERED, ADJUDGED AND DECREED** that no error of law or fact exists and the Magistrate Court's decision is affirmed.

AND IT IS SO ORDERED!

The Honorable Dale E. Van Slambrook

September 6, 2024
Monks Corner, South Carolina

ELECTRONICALLY FILED - 2024 Sep 09 4:51 PM - HORRY - COMMON PLEAS - CASE#2024CP2602983

Horry Common Pleas

Case Caption: Olga Teslenko VS Carpet King & Flooring , defendant, et al

Case Number: 2024CP2602983

Type: Order/Other

And It Is So Ordered!

s/Dale E. Van Slambrook S.C. Circuit Court Judge #2781

Electronically signed on 2024-09-09 10:50:06 page 4 of 4

[Rec. p. 353]

E10

MAGISTRATE RETURN ON APPEAL

FILED
HORRY COUNTY
2024 MAY 23 P 4:16
RENEE N. ELVIS
CLERK OF COURT
HORRY COUNTY, SC

ORIGINAL

CASE NUMBERS:	**2023CV261093695** **2024CP2602983**
PLAINTIFF:	**OLGA TESLENTE**
DEFENDANT:	**CARPET KING AND FLOORING**
CASE TYPE:	**SUMMONS AND COMPLAINT**

On November 22nd, 2023 the plaintiff filed a COMPLAINT against the defendant at the Myrtle Beach Magistrate Office. The defendant was personally served notice of said complaint on December 4th, 2023. The defendant notified the Court with his ANSWER on December 21st, 2023, denying the plaintiffs claims. The plaintiff claimed $3,394.75 in damages against the defendant. All parties appeared at the Myrtle Beach Magistrate Office on March 27th, 2024. The parties were Pro Se, the Court swore all parties, the Court received all evidence and testimony offered.

The plaintiff stated she entered into a contract with the defendant on or around October 31st, 2023 where the defendant would take out her carpet and replace it with shaw prime plank. The plaintiff stated she paid $1,700.00 on November 2nd, 2023 to the defendant, and the remaining balance upon completion, totaling $3,394.75. The plaintiff stated the installed flooring was not done to industry standards, and began to peel up 10 days after installation. The plaintiff stated she could peel the flooring up with her bare hands. The plaintiff stated she has a 1-year warrant given to her by the defendant on the installation of her floor. The plaintiff stated she contacted another flooring company, and they stated the defendant installed the flooring incorrectly. The plaintiff stated the defendant admitted to installing her floor incorrectly and agreed to refund her money.

The defendant stated his company did install flooring for the plaintiff at her residence. The defendant stated the contracted price for the install was $3,394.75. The defendant stated once the installation was compete, the plaintiff was very happy and paid the remainder of the balance. The defendant stated he was contacted by the plaintiff a few days later, who stated the floor was peeling up and wanted him to come and inspect the newly installed floor. The defendant stated when he arrived at the plaintiff's residence, it was very obvious the plaintiff had intentionally pulled up multiple floor planks. The defendant stated he attempted to correct the issue, however the plaintiff would not allow his company access to her residence. The defendant stated the only prep-work his company did before installation was scrap and sweep the slab.

FINDING OF FACT BY THE COURT:

1) The plaintiff and the defendant entered into a contract where the plaintiff would pay the defendant $3,354.75 and the defendant would remove the plaintiffs carpet and replace the carpet with shaw prime plank.
2) The defendant performed and completed the agreed upon work and was fully paid by the plaintiff.

3) The plaintiff contacted the defendant and complained about the performance of his work due to some of the planks not adhering to the subfloor. The plaintiff pulled multiple planks up before notifying the defendant, possible causing more damage then was necessary.
4) The defendant responded to the plaintiff's complaint, however was not fully allowed by the plaintiff to perform warranty work.
5) The evidence the plaintiff entered into evidence was largely hearsay, and could not be considered by the Court.
6) The Court believes the flooring product was not installed 100% correct, however the plaintiff did not allow the defendant to perform or cure the issue as the contractual warranty dictates.
7) The Court calculated the total cost to the plaintiff to include all materials, Court cost and taxes to be $2,000.00.

In conclusion it is the Courts beliefs the plaintiff did not get a properly installed floor. However, the plaintiff did not give the defendant an opportunity to perform under the full contract by denying him access, and not allowing him to complete repair work covered by the warranty.

Respectfully Submitted By,

Chris Arakas,
Myrtle Beach Magistrate
05/21/24

ORIGINAL

FILED
HORRY COUNTY
2024 MAY 23 P 4:16
RENEE N. ELVIS
CLERK OF COURT
HORRY COUNTY, SC

[Rec. p. 355]

E11

FILED
HORRY COUNTY
2024 MAY 23 P 4:19
RENEE N. ELVIS
CLERK OF COURT
HORRY COUNTY, SC

Civil Case #: 2023CV261093695

Olga Tesleno's Statement.

Your Honor, a flooring contractor, Mr. Joe Kocsis, who I paid $3400 to install direct glue vinyl plank flooring in two rooms in my condo, did not carry out his contract (please see **Folder #1** for contract and payments).

I am aware of the SC law which provides the contractor with the Right to Cure a defect. However, this is not a situation of a construction defect. On November 9, 2023, Mr. Kocsis violated all of the industry requirements for the installation of direct glue LVP flooring, and thus failed to carry out his contract. Nearly all of the planks Mr. Kocsis layed on the concrete slab in my condo, have liffted off within the first ten days after the installation (please see **Folder #2** for my date-stamped pictures and videos, as well as the two videos from the NFCA Reference Manual showing a failed bond test and a passed bond test, for comparison). I informed Mr. Kocsis of these problems, and on Novemebr 16, a week after his installation, he came to inspect it. During his inspection, Mr. Kocsis said that "this is normal", and admitted that they didn't prepared the concrete subfloor (please see **Folder #3** for my date-stamped pictures of the concrete slab before and after the installation, as well as a photo from the NFCA Reference Manual showing a properly prepared concreate slab, for comparison). During his inspection, Mr. Kocsis addmitted that they didn't roll the installation, which is why he finally agreed to return my money (please see **Folder #4** for the enclosed audio record of Mr. Kocsis' inspection and admissions). The following day Mr. Kocsis changed his mind and tried to bully me into accepting his installation and into dealing with strange unknown people. I consulted the SC Residential Construction Standards for Resilient Flooring (please see **Folder #5** for the enclosed SC Residential Construction Standads, which are also included in your printed package), as well as Shaw installation instructions (please see **Folder #6** for Shaw installation instructions, adhesive specifications, and material specifications, which are combined in a single document **All Instructions.PDF** and included in your printed package), all of which confirmed that this is not a defect but a complete breach of contract. The SC Residential Construction Standards define loosening of the resilient flooring to be a defect **only** if it occurs after the

normal warranty period of one year: **"Resilient flooring should not loosen during the normal warranty period"**. As you could see in my date-stamped photos and videos, these planks not only loosened but came off (please see Folder #1 again). Normally, a bonded vinyl plank will not come off easily or in one piece (please see the Bond Test videos and photo taken from the NFCA Reference Manual, which is enclosed in **Folder #7**). I therefore filed a complaint with the SC department of LLR (**Folder #8**), and hired an independent flooring inspector, recommended by the manufacturer and certified by FCITS (**Folder #9**). The Shaw-recommended, FCITS-certified independent inspector found that **"all the problems at this jobsite indicate a failure to comply to the installation guidelines as required by the manufacturer. All the problems inspected are jobsite and installation related issues. The installers did not follow the required protocol and guidelines set forth by the manufacturers"**. The complete inspection report is enclosed in Folder #9 on the flashdrive.

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HORRY COUNTY
ELVIS
COURT

In addition, there was a strong smell of maryjuanna present on the day of the installation in my family room. This, and some other evidence discovered later (enclosed in **Folder #10**), suggest Mr. Kocsis acted in bad faith from the beginning and his negligence is intentional. The fact remains that all of the area described in his offer **E176** has not been installed (please see **Folder #1** again for contract and payments). I ask that Mr. Kocsis return the money I paid him for this failed installation and the money I paid to hire an independent inspector, $3830 in total, as soon as possible. I am disabled, my disability benefit is small, I need to recover this money in order to install flooring on the bare slab in my condo.

Let me elaborate.

In October of last year, I collected bids to install glue-down LVP flooring, manufactured by Shaw, in two rooms in my condo. Half of my condo was already done in this same vinyl plank installed the same way (direct glue-down) several years ago by the previous owers. So I saved up enough money, and called several flooring contractors requesting bids to install the same model flooring in the rest of my condo. On 10/31, Mr. Joe Kocsis came to my home and presented himself the owner of Carpet King and Flooring. He conducted the necessary measurements and discussed with

me my need to install this flooring correctly. He assured me he has the expertise, and the following day emailed me his offer #E176 for this LVP glue-down installation. I enclose here the Shaw Floors "Installation Guidelines For Residential Resilient Direct Glue" installation method to show what is defined as LVP glue-down installation. Please see the **All Instructions document in Folder #6** for this definition. I accepted to Mr. Kocsis' offer, and asked Mr. Kocsis if it needed to be signed. He said he only needed my first payment, and the following day I delivered to Carpet King and Flooring my first payment of $1700 (see Folder #1 again).

FILED
HORRY COUNTY

On the day of the installation, on November 9 of last year, the LVP material was brought in at noon and installed immediately. At the end of the day Mr. Kocsis reported the installation to be completed, and requested that I write out my second check to his name personally, which I did. Mr. Kocsis said he will come by the following day to install the end cap for the sliding door, which in his words was the only remaining part of the contract. The following day he reported ill and requested a week to get better. During that week all of the planks in my family room started to peel and lift off, as well as most of the planks in my master bedroom. I tripped over them, they squelched under foot, or they gaped in sight. I reported these problems to Mr. Kocsis, who came to inspect them on November 16, a week after the installation. Mr. Kocsis came bearing an end cap for the sliding door which he said needed to be installed to completely finish the contract. In the flashdrive, in Folder #4, I enclose a complete audio record of his inspection. with short characteristic segments copied for convenience. During his inspection, Mr. Kocsis said that the peeling and lifting was the adhesive's fault, or that it was due to the old carpet glue which was on the subfloor, that this is normal and an easy fix and that they can patch up the peeling spots, and they may need to bring a roller this time, which they didn't have before, but it looks like it would help, and if I insist they would even bring a straightedge, but that I shouldn't look for more peeling planks or collect them. I disagreed on all counts, pointing out that it looks like too little glue has been used for this installation area, and that nearly every plank is peeling fully off. At that point Mr. Kocsis admitted he is not the owner of Carpet King & Flooring, and asked if I would please give him a second chance. I explained that I am not in the position to give second chances, unfortunately. At which point Mr. Kocsis agreed to return my money. We agreed. However later

that day, Mr. Kocsis sent me a text in which he asked for the opportunity to "fix this". In the following few days, most planks lifted off with no glue on the back, while some planks had faint trowel marks which showed to be half of the required size and not rolled, yet other planks showed patches of old paint or old glue. I researched, and discovered that the concrete subfloor in my condo has not been prepared to the Shaw instructions, that the wrong trowel size has been used, which dispersed too little glue, and that the installed planks were not rolled, as required by the installation instructions. All of this failed to create adhesive traansfer to the back of the planks. Since none of the installation has been done according to the industry guidelines and Shaw instructions, and since Mr. Kocsis knowingly acted in bad-faith from the beginning, I refused to give Mr. Kocsis a second chance. This was a case of a completely breached installation, not a defect. I filed a complaint with the SC department of LLR, and filed a claim with this court. I sought the manufacturer's instructions and contacted Shaw customer support to obtain clarifications. Finally, I hired a Shaw-recommended FCITS-certified flooring inspector to conduct an independent inspection. The inspection found the following:

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HORRY COUNTY, SO

- All the problems at this jobsite indicate a failure to comply to the installation guidelines as required by the manufacturer. All the problems inspected are jobsite and installation related issues. **The installers did not follow the required protocol and guidelines set forth by the manufacturers.**
- The substrate was not smooth, clean, and free from all foreign materials such as dust, old adhesive, old paint, etc. The porous and cracked concrete sub floor has absorbed the glue and the subfloor was not properly prepared for the luxury vinyl plank.
- The sub-floor has depressions, dips, and valleys over 5/16" in a 6'7 radius. Pictures indicate the major floor deviations and dips that needed to be corrected prior to the install. All the perimeter tackstrip holes, cracks, and deviations were not appropriately patched, prepared, or primed.
- No bond testing was performed. Set a minimum of three planks in the adhesive overnight. If the planks are stuck, or the plank has adhesive transfer onto the back, this indicates a good bond.
- Flooring material and adhesive must be acclimated to the installation area for a minimum of 48 hours prior to installation.

- Substrate porosity was not determined. Wrong size trowel was used. The installers did not determine the porosity of the concrete subfloor and used the wrong trowel size in one room. The water drop test indicates this is a porous substrate. Vinyl tile and plank to be installed over a porous substrate require a 1/16" sq. notch trowel. This installer used a 1/32" trowel in the family room. This led to insufficient adhesive transfer to the backs of the planks.
- This installation was not rolled. The trowel or glue did not appear pressed or smudged which would indicate that the products were not rolled with a 100lbs. roller to create transfer, as required by the manufacturer's instructions. After the installation of floor covering, roll floor covering with a 75-100lbs. roller. These installers did not roll the installed floor covering with a required roller. The installed planks did not have glue transfer on the back. **The planks in the full length of the install were lifting and peeling up. The edges are continuously lifting throughout the installed areas and creating a severe tripping hazard.**
- The previously installed vinyl planks in the foyer were glued down using a 1/16" trowel, and rolled, and these planks are not peeling or lifting.

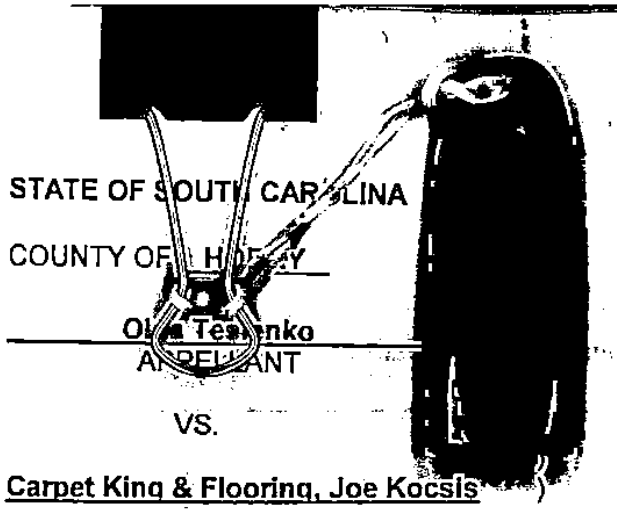
I have provided this court with several physical vinyl planks which were used in that installation, and which contain some traces of old paint, or wrong trowel marks, which can be ascertained with the two trowels included.

I have a neurological disability which makes it impossible for me to earn money now. I can only save money month to month but my Disability pension is small, which is why I moved to the state of SC.. I must recover the money I paid Mr. Kocsis in order to install flooring in my condo. Your Honor, I am asking not only for the $3400 I paid Mr. Kocsis, but also for the $430 inspection fee, and I am asking you to include provisions for this money to be repaid promptly and definitely.

Thank you very much for your time and consideration,
Olga Teslenko

FILED
HORRY COUNTY
2024 MAY 23 P 4:19
RENEE N. ELVIS
CLERK OF COURT
HORRY COUNTY, SC

E12



STATE OF SOUTH CAROLINA

COUNTY OF HORRY

Olga Teslenko
APPELLANT

VS.

Carpet King & Flooring, Joe Kocsis
RESPONDENTS

2024CP2602983
COMMON PLEAS CASE UMBER

2023CV261093695
MAGISTRATE CIVIL CASE NUMBER

IN THE COURT OF COMMON PLEAS

LETTER TO THE
CLERK OF COURT

July 22, 2024

FILED
HORRY COUNTY
2024 JUL 22 P 2:15
RENEE N. ELVIS
CLERK OF COURT
HORRY COUNTY SC

Mme. Rene N. Elvis,
Horry County Clerk of Court
P.O. Box 677
1301 2nd Avenue
Conway, South Carolina 29526

RE: Olga Teslenko, Appellant, VS. Carpet King & Flooring, Joe Kocsis, Respondent,

Dear Madame Clerk of Court,

I would like the Judge in my case to review the evidence which I submitted to the Magistrate, Honorable Judge Christopher Arakas, at my court hearing in the Magistrate Court, and which has been omitted in the return documents, returned by the Magistrate. Without this evidence, the matter of my appeal cannot be ascertained, and therefore a risk of miscarriage of justice exists. This evidence is included in a flash drive and printed documents the same way I submitted it to the Magistrate court originally. I would like to propose to include this evidence in the Record of Appeal as the evidence omitted in the Magistrate Return.

Sincerely,

Olga Teslenko, Appellant,
100 Fountain Pointe Ln, Unit 103,
Myrtle Beach, SC, 28578

July 22, 2024

Enclosed:
Flash drive
Olga Teslenko's Magistrate Court statement and supporting documents

ITEM 17

Appellant's Screenprint: Motion to Reconsider captioned 'DV'.

NOTE: This document is physically located in this Record at ITEM 8, Exhibit 4 at **[Rec. p. 94]**.

ITEM 18

Appellant’s Request to Correct “DV” (filed Oct 4, 2024).

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF HORRY	)	THE FIFTEENTH JUDICIAL CIRCUIT
	)	
Olga Teslenko	)	Civil Action No.: 2024-CP-26-02983
Appellant	)	
v.	)	**REQUEST TO CORRECT DATA ENTRY ERROR (Motion to Reconsider is not DV)**
Carpet King & Flooring, Joe Kocsis	)	
Respondents	)	

Appellant hereby requests the electronic data in this matter be corrected because there is an error in the electronic data maintained by the clerk of court.

1. The data entry error is the description of the motion Appellant filed on September 20, 2024, as "Motion / Reconsider (DV)". This appeal case does not involve any domestic violence, which is why when this motion for reconsideration was originally filed on 9/20/2024, it was filed correctly as "Motion / Reconsider". A few days later this correct caption was modified to read "Motion / Reconsider (DV)", which is an error.
2. Appellant hereby requests the following correction to the data:
Appellant's motion filed on 09/20/2024 described as " Motion / Reconsider ".

Date: October 02, 2024

s/ Olga Teslenko
Appellant's Signature

Olga Teslenko,
100 Fountain Pointe Ln,
Unit 103,
Myrtle Beach, SC, 28578
(510) 388-2780
osenochen@gmail.com
Appellant

FILED
HORRY COUNTY
2024 OCT -4 P 3:41
RENEE N. ELVIS
CLERK OF COURT
HORRY COUNTY, SC

SCCA/295 (10/2015)

ITEM 19

Circuit Court Order Removing “DV” (filed Oct 10, 2024).

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS OF THE FIFTEENTH JUDICIAL CIRCUIT
Olga Teslenko PLAINTIFF(S)	)	CASE NO. 2024-CP-26-2983
VS.	)	**DATA ENTRY ERROR ORDER**
Carpet King & Flooring, et al DEFENDANT(S)	)	

☐ Leave is granted for the requested correction to be made.

☐ Leave is denied for the requested correction to be made.

Date: October 8, 2024

Renee M. Elvis
Clerk of Court

Additional Information: The Motion to Reconsider filed on 9-20-2024 was entered in the system as "Motion/Reconsider" and then changed to reflect "Motion/Reconsider (DV)". The "DV" stands for the judge's initials, Dale Van Slambrook. He is the judge who entered the order on 9-9-2024, which you are asking to be reconsidered. We put the judge's initials next to the motion so we know who it has to be heard by when scheduling. I have changed this entry to reflect "Motion/Reconsider (Van Slambrook)". Please let me know if you have any questions or concerns.

SCCA/297 (10/2015)

ELECTRONICALLY FILED - 2024 Oct 10 4:30 PM - HORRY - COMMON PLEAS - CASE#2024CP2602983

IV. COURT OF APPEALS DOCKET ENTRIES

ITEM 20

Appellant’s First Motion for Extension of Time (filed Oct 29, 2024).

RECEIVED
Oct 29 2024
SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM HORRY COUNTY
Court of Common Pleas

Dale Van Slambrook, Master-in-Equity at Berkeley County

Appellate Case No. 2024-001734

OlgaTeslenko, Appellant,

v.

Joe Kocsis and Carpet King & Flooring, Respondents.

MOTION FOR EXTENSION OF TIME FOR APPELLANT TO SERVE AND FILE INITIAL BRIEF AND DESIGNATION OF MATTER TO BE INCLUDED IN THE RECORD ON APPEAL

Pursuant to Rule 263(b), SCACR, appellant Olga Teslenko ("Appellant") moves for an extension of time in which to serve and file Appellant's Initial Brief and Designation of Matter to be included in the Record on Appeal. Appellant requests an extension of thirty days to file the Initial Brief and Designation of Matter which are currently due November 12, 2024. This is the first request for an extension filed by Appellant.

The grounds for this motion are three-fold. First, Appellant has a hereditary neurological disability which impairs Appellant's ability to function, making all functioning slower with lengthy periods of complete inability to function. Please see the enclosed neurologist's letter. Second, Appellant is chronically ill, having been ill for the last three years, and is currently recovering from the severe iron-deficiency anemia with which Appellant was diagnosed earlier.

Please see the enclosed test result. Thirdly, despite diligent continuous efforts, Appellant is categorically unable to engage with an attorney. Appellant contacted around 70 attorneys and large law firms, all of whom decline engagement as soon as they learn Appellant's name and address. Even attorneys recommended by the South Carolina Lawyer Referral Program, decline engagement as soon as they learn Appellant's name and address. Please see the enclosed certificate of Appellant's inability to engage counsel. Since this case poses an existential threat to Appellant's life and property, Appellant can't give it up, and is forced to do it pro se. A longer time before the Initial Briefing deadline will allow Appellant an opportunity to better prepare the substance and merits of this appeal.

For these reasons, Appellant requests an extension of the deadline for filing and serving the Initial Brief and Designation of Matter until December 13, 2024.

This extension will not prejudice the rights of the Respondents.

This motion is in compliance with Rule 240, SCACR.

Dated: October 29, 2024

s/ Olga Teslenko

Olga Teslenko
100 Fountain Pointe Ln, Unit 103,
Myrtle Beach, South Carolina 29579
Telephone: (510) 388-2780
Email: osenochen@gmail.com
Appellant

Enclosed:
The Permanente Medical Group, Neurology, disability explanation letter;
Appellant's Ferritin test result;
Certificate of Appellant's Inability to Engage Counsel;
Proof of Service on Respondent;
Certificate of Filing Fee payment.

The Permanente Medical Group, Inc.
NEUROLOGY
3701 Broadway
Oakland, CA 94611-5613
Dept: 510-752-6509

July 14, 2010

Ola Teslenko
4057 Birchgrove Way
Sacramento, CA 95826

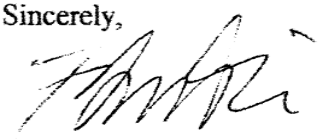
Ms. Teslenko,

I first saw you in April 2010 for lifelong progressively worsening symptoms of poor coordination and slurred speech. There is also a history of this in your father. Your MRI shows cerebellar degeneration. Laboratory testing was negative.

You are diagnosed with cerebellar degeneration - inherited type. The exact genotype is unknown. Many of the genetic forms of cerebellar degeneration do not yet have genetic tests available for them yet.

Unfortunately, your condition results in slurred speech, unsteady gait, poor arm and hand coordination, and visual difficulties, which as you have discovered, are often misinterpreted by laypeople and law enforcement officers as signs of intoxication. You should carry this letter of explanation with you in order to try to minimize any misunderstanding in those situations.

Sincerely,



FRANK ARTHUR DUSTIN MD
Department of Neurology

Collection Date: 04/23/2024

health portal

TESLENKO, OLGA, F, 01/12/1973
510-388-2780

410711GS3 GRAND STRAND PRIMARY CARE INT MED

920 DOUG WHITE DR STE 250, MYRTLE BEACH, SC 295724120
843-236-1950

FINAL RESULT

Accession ID: L15996471 Lab Ref ID: L15996471

Order Date: 04/23/2024 Received: 04/24/2024 12:15:03
Collection Date: 04/23/2024 15:33:00

Receiving Physician:NAZ, ARIBA Ordering Physician: NAZ, ARIBA

FERRITIN(GSMC-FER)

	NAME	VALUE	REFERENCE RANGE	LAB
F	FERRITIN	6.2 L	8.0-252.0 (NG/ML)	GS

PERFORMING LAB: GS, GRAND STRAND MAIN LAB#39731615
809 82ND PKWY
MYRTLE BEACH
SC 29582

Result: **Accession ID:** L15996471

Notes: NAZ, ARIBA 4/25/2024 09:45:17 AM EDT >attempted to call patient, no asnwer. patient previously reluctant to go on iron.

RECEIVED
Oct 29 2024
SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM HORRY COUNTY
Court of Common Pleas

Dale Van Slambrook, Master-in-Equity at Berkeley County

Appellate Case No. 2024-001734

OlgaTeslenko, Appellant,

v.

Joe Kocsis and Carpet King & Flooring, Respondents.

CERTIFICATE OF APPELLANTS INABILITY TO ENGAGE COUNSEL

I, Olga Teslenko, the Appellant in the above case, hereby certify that despite diligent continuous efforts, I am categorically unable to engage with an attorney. I have contacted around 70 attorneys and large law firms, all of whom decline engagement as soon as they learn my name and my address. Even attorneys recommended by the South Carolina Lawyer Referral Program, decline engagement as soon as they learn my name and address.

This certificate is accompanied by one instance of evidence to illustrate the above.

Dated: October 28, 2024

s/ Olga Teslenko
Olga Teslenko
100 Fountain Pointe Ln, Unit 103,
Myrtle Beach, South Carolina 29579
Telephone: (510) 388-2780
Email: osenochen@gmail.com
Appellant

Enclosed:
1. S.C. Lawyer Referral to Ryan Compton.PDF
2. Ryan Compton Law reply.PDF

Gmail O. T. <osenochen@gmail.com>

You submitted a consultation request to Ryan Compton

1 message

South Carolina Bar Lawyer Referral Service <no-reply@send.community.lawyer> Thu, Apr 11, 2024 at 5:30 PM

To: osenochen@gmail.com

Hi Olga Teslenko,

Thank you for submitting your request for a consultation via the South Carolina Bar Lawyer Referral Service. The request has been submitted to Ryan Compton. We recommend you call the attorney to arrange the consultation.

— Summary —

Your information

Name

Olga Teslenko

Phone number

(510) 388-2780

Email

osenochen@gmail.com

Your case information

Matter id

723630

Matter type

Personal injury / property damage → Appeals (civil)

Deadline

You did not submit a deadline for this case.

Issue location

29579

Attorney information

Name

Ryan Compton

Phone number

(843) 547-3333

Email address

ryan@bakercomptonlawfirm.com

Address

11019 Tournament Blvd., Suite 203, Murrells Inlet, South Carolina, 29576

Law firm

Baker Compton Law Firm, LLC

This email is automatically generated by a web service we use. For that reason, please do not reply to this email if you need to contact us. Instead email us directly at lrs-info@scbar.org or call 1-800-868-2284.

Warm regards,
South Carolina Bar Lawyer Referral Service

950 Taylor Street
Columbia, SC 29201

BAKER COMPTON LAW FIRM

11019 Tournament Blvd., Suite 203
Murrells Inlet, SC 29576
t. 843.547.3333
f. 843.536.9035

Ryan P. Compton
Attorney / Partner
ryan@bakercomptonlawfirm.com

April 15, 2024

VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED
Olga Teslenko
100 Fountain Pointe Lane, Unit 103
Myrtle Beach, SC 29579

Re: Potential Legal Matter – Civil Appeal / Contractor Dispute
Declination and Non-Engagement by Baker Compton Law Firm, LLC

Dear Ms. Teslenko:

I hope this letter finds you well. As you and I discussed by telephone today, I and my firm are unable to represent you in your potential appeal or other legal matter(s). Please allow this letter to confirm that I and my firm do **not** represent you in any appeal or any other legal matter(s). Because we have not investigated the potential appeal or any other potential legal matter(s), we do not express any opinions or legal advice concerning any such matter(s).

As you and I discussed by telephone, we strongly recommend that you consult with another South Carolina attorney about any legal matter(s) without any delay. Time limits may apply and you must act *immediately*. Failure to do so timely could bar your potential legal matter(s). Because we do not represent you, we have not researched and have not advised you regarding the application of any time limits to any potential legal matter(s) you may have.

Again, we will not be representing you in this matter or any legal matter at this time. Please understand that neither my law firm, Baker Compton Law Firm, LLC, nor myself will take any action on your behalf or pertaining to your potential matter(s).

I wish you the best of luck.

Yours sincerely,

BAKER COMPTON LAW FIRM, LLC

Ryan P. Compton

ITEM 21

Appellant’s First Motion to Compel Transmission (filed Nov 12, 2024).

RECEIVED
Nov 12 2024
SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM HORRY COUNTY
Court of Common Pleas

Dale E. Van Slambrook, S.C. Circuit Court Judge #2781

Appellate Case No. 2024-001734

OlgaTeslenko, Appellant,

v.

Joe Kocsis,
Carpet King & Flooring, Respondents.

MOTION TO REQUEST THE RELEASE AND TRANSFER OF THE ORIGINAL EXHIBITS FILED WITH THE TRIAL COURT ON 7.22.2024 IN A LETTER SUBMITTING EXHIBITS OMITTED IN LOWER COURT'S RETURN

Pursuant to S.C. Code Section 18-7-130, which requires that an appeal case be heard by the appellate court based on all the essential exhibits in the case; and in compliance with Rule 210(c), SCACR, which requires that the record on appeal include only those exhibits which were presented to the lower court; as well as, lastly, in order to comply with Rule 10(c), SCRCP, which requires that copies of exhibits be attached to the brief in order to be adopted into the record on appeal, appellant Olga Teslenko ("Appellant") files this Motion to Request the Release and Transfer of the Original Exhibits Filed with Horry County court on 7.22.2024 in a Letter Submitting Exhibits Omitted in Lower Court's Return.

Appellant wishes to designate the original exhibits because: (1) they are essential to proving Appellant's case; (2) they were filed timely with the lower court; and (3) they fall into one of the two categories identified by this Honorable Court as the categories for which the scanned copies are unacceptable in the record on appeal. The package of the exhibits Appellant filed with Horry County court on 7.22.2024 in a letter submitting exhibits omitted in lower court's return, contained over 80 pages of printed documents and a flashdrive with photo and video evidence. Unfortunately, nearly all of the printed documents were scanned by Horry County court such that they became illegible. Please see the enclosed examples for illustration. In accordance with the explanation given by this Court, as well as the fundamental principles of law, copies are unacceptable if they are illegible. Yet these exhibits are essential to proving Appellant's case, and they were timely filed with the lower court. It therefore follows that the original, legible, exhibits should be included in the record on appeal instead of the scanned illegible copies. Additionally, one of the exhibits was a flashdrive containing essential evidence. Please see the enclosed copy of the filed flashdrive. Since that flashdrive is not a paper exhibit, and since the contents of that flashdrive are essential to proving Appellant's case, and since that flashdrive was timely filed with the lower court, the original of that flashdrive should be included in the record on appeal.

For these reasons, and in accordance with the explanation given by this Court, Appellant respectfully moves to request the issuance of an order directing the release and transfer of the entire package of the original exhibits filed with Horry County court on 7.22.2024 in a letter submitting exhibits omitted in lower court's return, to be included in the Record on Appeal in the above case.

Appellant confirms and certifies that this motion complies with Rule 75, SCRCP, which stipulates that appeals shall be made upon the original record in the lower court.

This motion will not prejudice the rights of the Respondents.

This motion is in compliance with Rule 240, SCACR.

Dated: November 11, 2024

s/ Olga Teslenko

Olga Teslenko
100 Fountain Pointe Ln, Unit 103,
Myrtle Beach, South Carolina 29579
Telephone: (510) 388-2780
Email: osenochen@gmail.com
Appellant

Enclosed:

1. Proof of Service on Respondent;
2. Certificate of Filing Fee Payment;
3. Flashdrive filed within Letter Submitting Exhibits;
4. Original - Picture 1; Scanned - Picture 1;
5. Original - Picture 5; Scanned - Picture 5;
6. Original - Picture 16; Scanned - Picture 16;
7. Original - Picture 22; Scanned - Picture 22;
8. Original - Picture 34; Scanned - Picture 34;
9. Original - Picture 38; Scanned - Picture 38;
10. Original - Picture 42; Scanned - Picture 42;
11. Original - Picture 44; Scanned - Picture 44;
12. Original - Shaw 200 Adhesive, pg. 1; Scanned - Shaw 200 Adhesive, pg. 1;
13. Original - Shaw Installation, pg. 1; Scanned - Shaw Installation, pg. 1.

STATE OF SOUTH CAROLINA

COUNTY OF HORRY

Olga Teslenko
APPELLANT

VS.

Carpet King & Flooring, Joe Kocsis
RESPONDENTS

2024CP2602983
COMMON PLEAS CASE UMBER

2023CV261093695
MAGISTRATE CIVIL CASE NUMBER

IN THE COURT OF COMMON PLEAS

LETTER TO THE
CLERK OF COURT

July 22, 2024

FILED
HORRY COUNTY
2024 JUL 22 P 2:15
RENEE N. ELVIS
CLERK OF COURT
HORRY COUNTY SC

Mme. Rene N. Elvis,
Horry County Clerk of Court
P.O. Box 677
1301 2nd Avenue
Conway, South Carolina 29526

RE: Olga Teslenko, Appellant, VS. Carpet King & Flooring, Joe Kocsis, Respondent,

Dear Madame Clerk of Court,

I would like the Judge in my case to review the evidence which I submitted to the Magistrate, Honorable Judge Christopher Arakas, at my court hearing in the Magistrate Court, and which has been omitted in the return documents, returned by the Magistrate. Without this evidence, the matter of my appeal cannot be ascertained, and therefore a risk of miscarriage of justice exists. This evidence is included in a flash drive and printed documents the same way I submitted it to the Magistrate court originally. I would like to propose to include this evidence in the Record of Appeal as the evidence omitted in the Magistrate Return.

Sincerely,

Olga Teslenko, Appelant,
100 Fountain Pointe Ln, Unit 103,
Myrtle Beach, SC, 28578

July 22, 2024

Enclosed:
Flash drive
Olga Teslenko's Magistrate Court statement and supporting documents

Picture 1: Porous and cracked subfloor absorbed glue



Picture 1: Porous and cracked subfloor absorbed glue

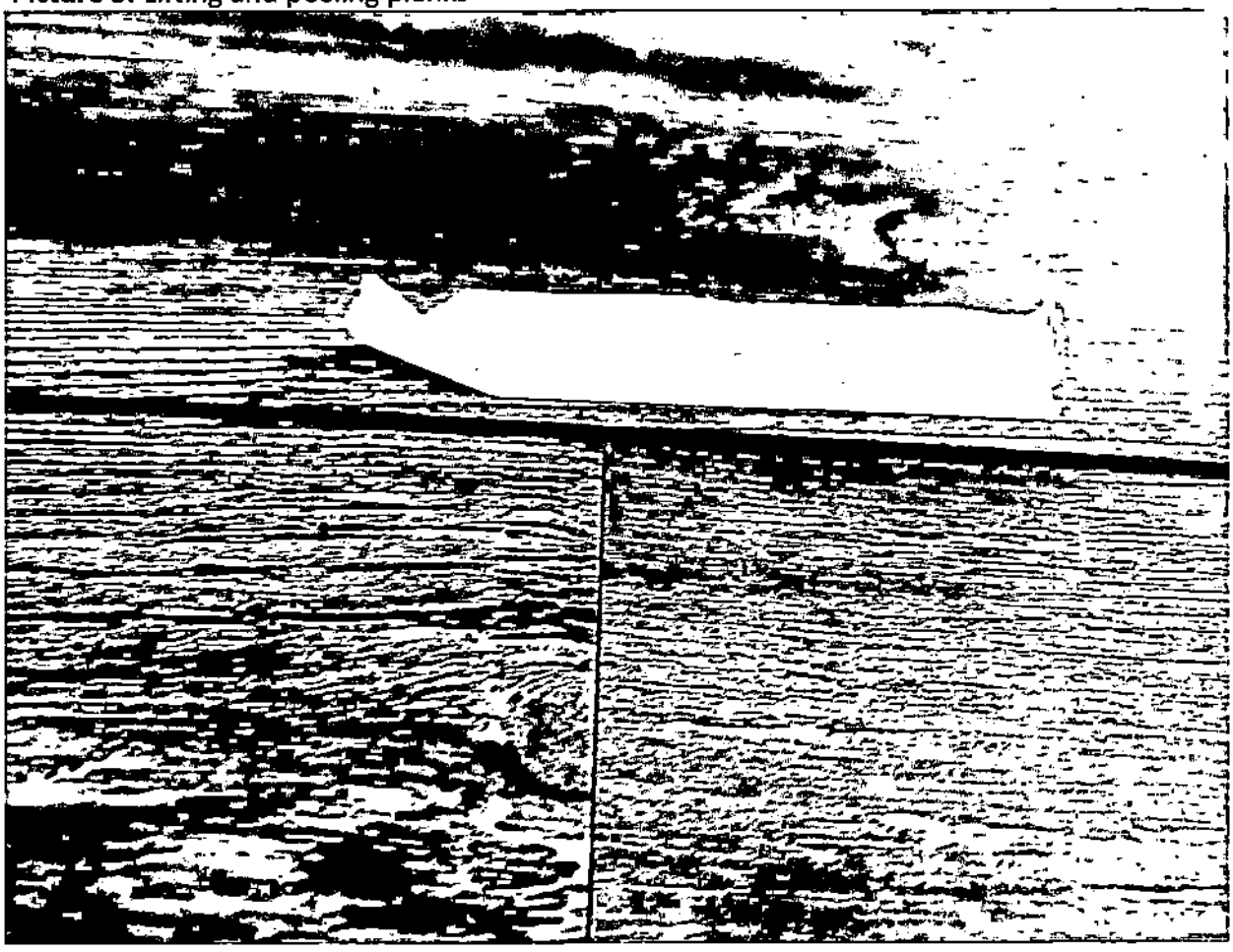


FILED
HORRY COUNTY
2024 DEC 22 P 2 17
RENEE N. ELVIS
CLERK OF COURT
HORRY COUNTY, SC

Picture 5: Lifting and peeling planks



Picture 5: Lifting and peeling planks

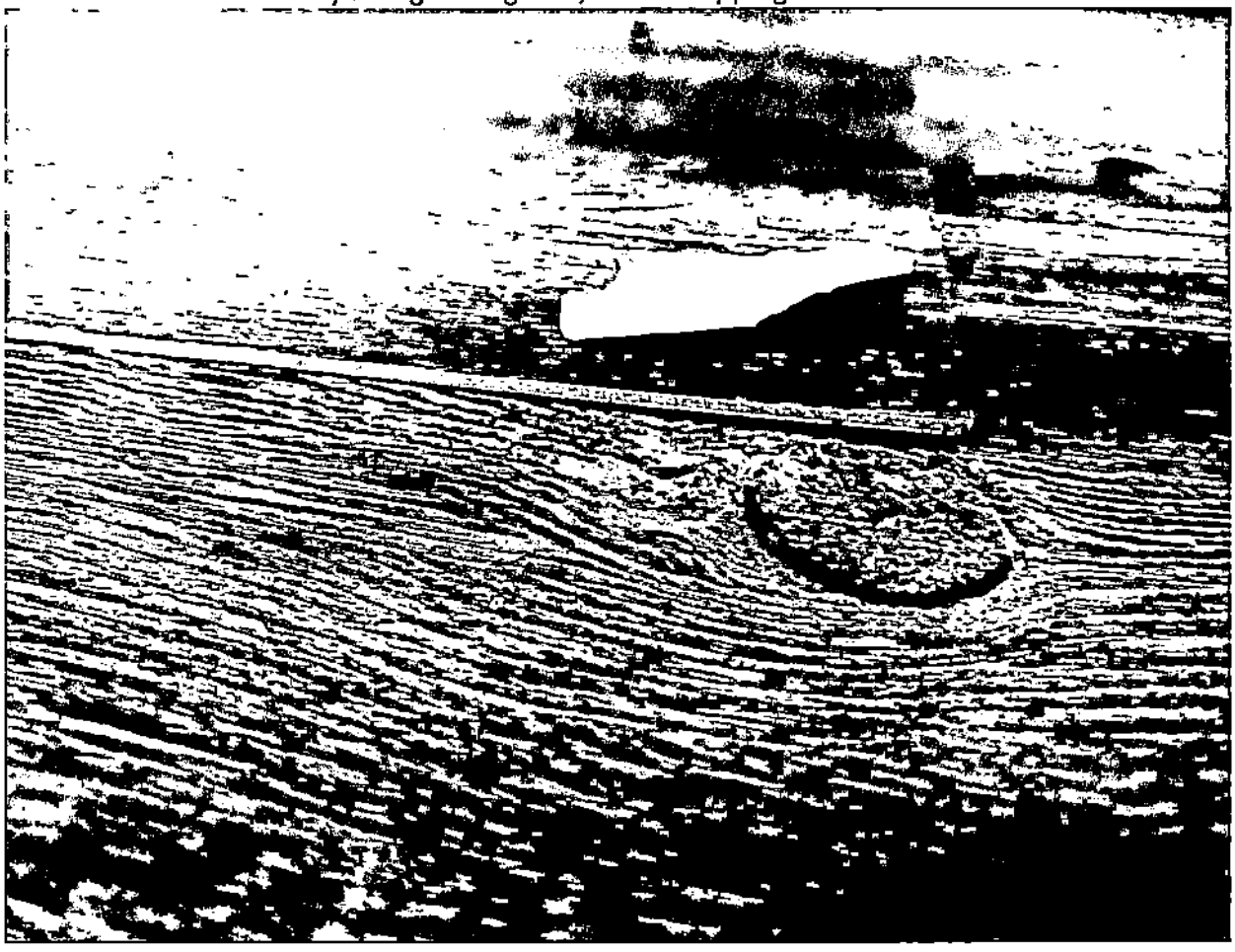


FILED
HORRY COUNTY
2021 DEC 22 P 2 17
RENEE N. ELVIS
CLERK OF COURT
HORRY COUNTY, SC

Picture 16: Continuousely lifting throughout, severe tripping hazard



Picture 16: Continuousely lifting throughout, severe tripping hazard



FILED
HORRY COUNTY
2024 JUL 22 P 2 18
RENEE N. ELVIS
CLERK OF COURT
HORRY COUNTY, SC

Picture 22: Insufficient glue transfer to back of planks



[Rec. p. 388]

Picture 22: Insufficient glue transfer to back of planks



[Rec. p. 389]

Picture 34: Substrate not smooth, free of old paint and old adhesive. Products not rolled with a roller to create transfer.

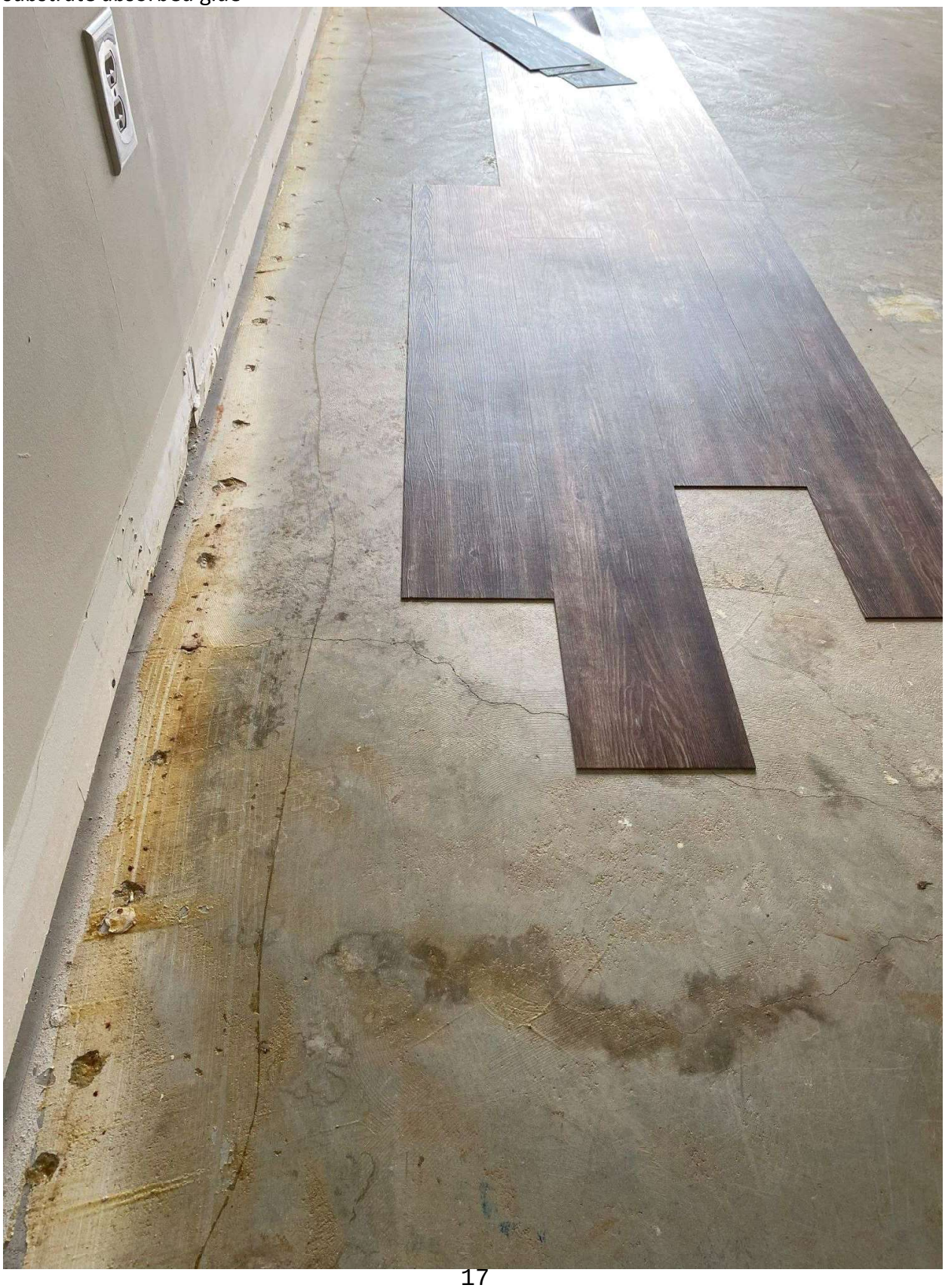


Picture 34: Substrate not smooth, free of old paint and old adhesive. Products not rolled with a roller to create transfer.

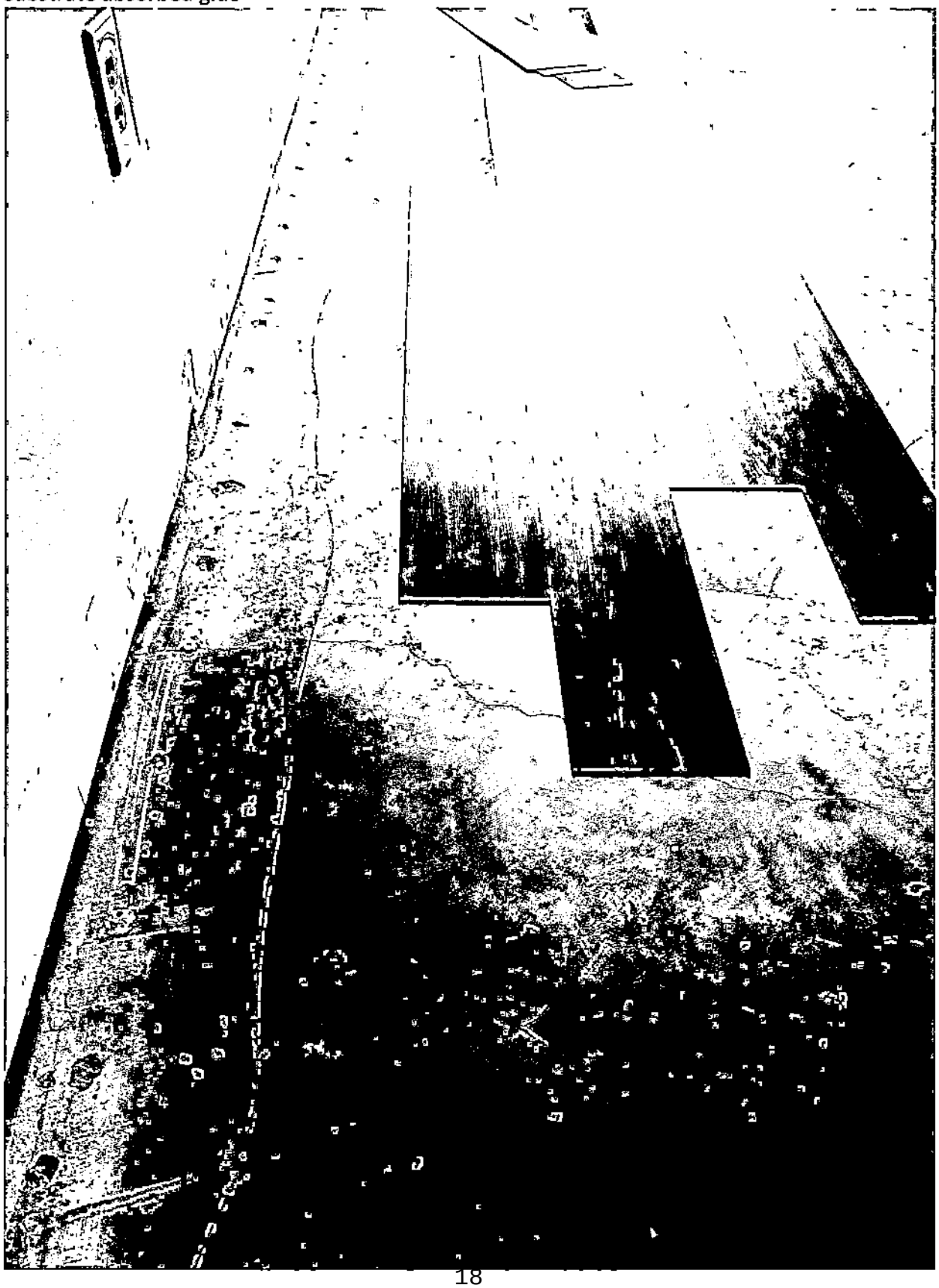


[Rec. p. 391]

Picture 38: Sub-floor cracks, holes, and deviations not appropriately prepped. Porous substrate absorbed glue



Picture 38: Sub-floor cracks, holes, and deviations not appropriately prepped. Porous substrate absorbed glue

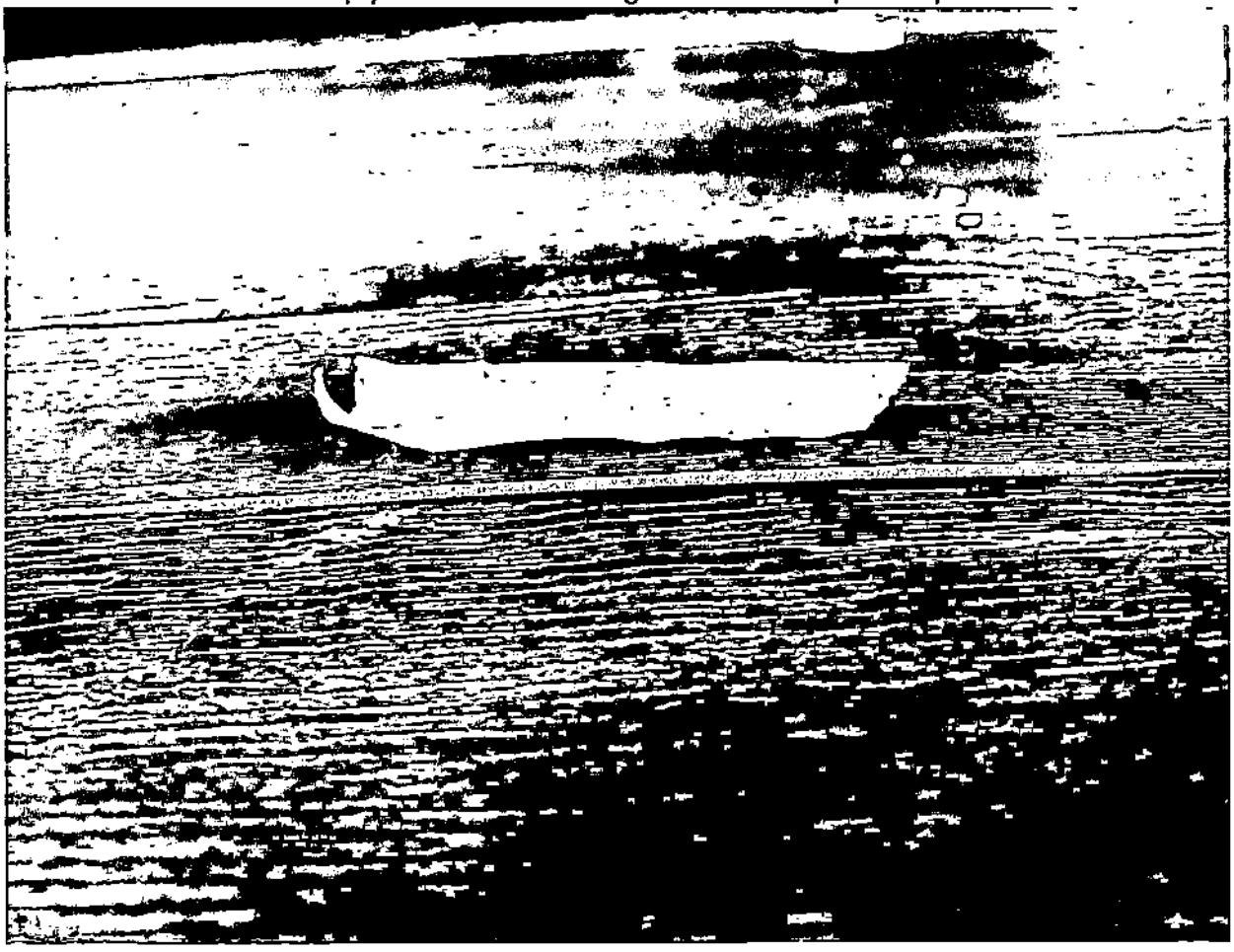


[Rec. p. 393]

Picture 42: Failure to comply to the installation guidelines as required by the manufacturer

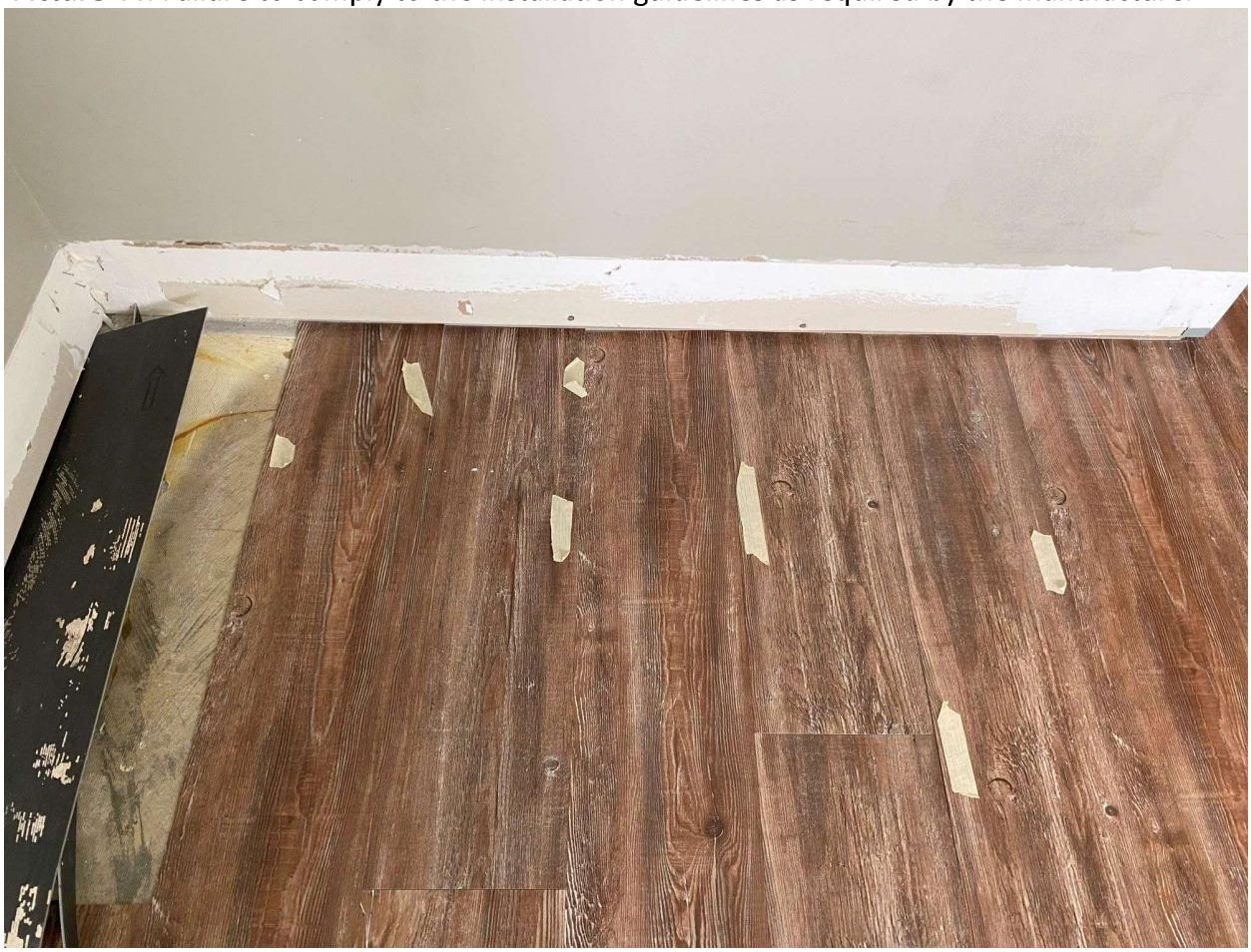


Picture 42: Failure to comply to the installation guidelines as required by the manufacturer



FILED
HORRY COUNTY
2024 JUL 22 P 2:19
RENEE N. ELVIS
CLERK OF COURT
HORRY COUNTY, SC

Picture 44: Failure to comply to the installation guidelines as required by the manufacturer



Picture 44: Failure to comply to the installation guidelines as required by the manufacturer



FILED
HORRY COUNTY
2024 JUL 22 P 2:19
RENEE N. ELVIS
CLERK OF COURT
HORRY COUNTY, SC

SHAW 200 RESILIENT ADHESIVE

DESCRIPTION

Shaw 200 is a resin based, cross-linking transitional pressure adhesive for installing resilient flooring products over porous and non-porous substrates. After installation, the Shaw 200 adhesive will transition from an initial pressure sensitive bond to a permanent hard set bond.

APPROVED SUBSTRATES

- For interior use only.
- Wood Association approved wood underlayment and subflooring. See Resilient Wood Substrate Information
- Sound and properly prepared concrete (on, above or below grade), metal, wood fiberglass and terrazzo.
- Existing resilient products should be over 1 year old, secure and fully adhered with a full spread of adhesive. Remove all waxes and polishes from the existing floor before installation.

SUBSTRATE TESTING

- RH 99% (ASTM F2170). (absent of hydrostatic pressure)
- MVER must be at or below 12 lbs (ASTM F1869)
- pH must not exceed 12 (ASTM F710)

For older slabs that have a prior history of moisture related issues, Shaw Technical Support recommends moisture mitigation in the form of a 2-part epoxy system, such as MoistureTEK.

SURFACE PREPARATION

- Substrate must be structurally sound, clean, level and dry.
- Substrate must be free of dust, dirt, oil, grease, paint, curing agents, concrete sealers, loosely bonded toppings, loose particles and any other substance or condition that may prevent or reduce adhesion.
- Fill depressions or cracks with a cementitious patching/leveling compound that meet or exceed Shaw Industries maximum moisture level and pH requirements. Use of gypsum-based patching and/or leveling compounds which contain Portland or high alumina cement and meet or exceed the compressive strength of 3,000 psi are acceptable.

For reference purposes only if printed or downloaded.