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SC Court of Appeals

RECORD ON APPEAL

THE STATE OF SOUTH CAROLINA

**In The Court of
Appeals**

**APPEAL FROM BEAUFORT COUNTY
Court of Common Pleas**

Jeffrey M. Butler, Special Referee

Case No. 2023-CP-07-01526

Hicham Hamzaoui, Appellant,

v.

**R.E. Green Construction,
LLC and Ruger E. Green, Respondent.**

RECORD ON APPEAL

**Hicham Hamzaoui
10705 Tatum Ct.
Largo, Maryland 20774
(202) 905-5353
Appellant (Pro Se)**

**E.W. Bennett, Jr.
Post Office Box 693
Walterboro, South Carolina 29488
(843) 549-9225
Attorney for Respondent**

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Summons And Complaint

STATE OF SOUTH CAROLINA,)
)
COUNTY OF Beaufort)
)
Hicham Hamzaoui)
Plaintiff,)
)
vs. RE Green Construction)
LLC)
(Ruger E. Green))
Defendant.)

IN THE COURT OF COMMON PLEAS

SUMMONS

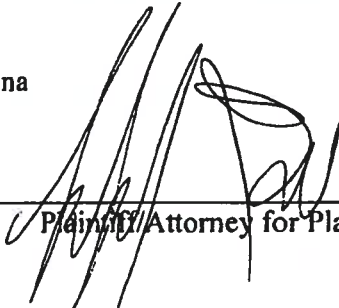
FILE NO. 2023-CP-0701526

2023 AUG - 30 AM 11:45
JERRI AM...
BEAUFORT COUNTY
CLERK OF COURT

TO THE DEFENDANT ABOVE-NAMED:

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

Beaufort, South Carolina



Plaintiff/Attorney for Plaintiff

Dated: _____

Address: 1 Royal Pines Blvd, Beaufort SC 29906

Hicham Hamzaoui
1 Royal Pine Dr.
Beaufort SC, 29907
(914) 830-5655

2023 AUG -3 AM 11:15
JERRI AMH ROSENBERG
BEAUFORT COUNTY, S.C.
CLERK OF COURT

2023CP0701526

August 1, 2023

To Whom it May Concern,

I set up a contract with Mr. Ruger E. Green of R.E. Green Construction, LLC to work on the residence for 1 Royal Pine Dr. Beaufort SC, 29907. The contract details are attached, along with proof of payments

My complaint is that Mr. Ruger was hired as a licensed contractor, and as such, would have licensed personnel working for him. It was discovered that on the admission of the workers, they were not direct employees of Mr. Green, nor had they been paid for the work performed, nor did they possess a license or insurance. As a result of this admission, I decided to discontinue any association with R.E. Green Construction. Mr Green's neglect and failure to provide workers that he would be responsible for, if anything should happen was a betrayal of my good faith and confidence in how he managed his business. This was without regard me of his responsibility and accountability.

I am asking for a refund of \$12,982.20 that represents the labor of the framing that had not been completed.

Sincerely,

Hicham Hamzaoui



STATE OF SOUTH CAROLINA

COUNTY OF Beaufort

Hicham Hamzaoui
Plaintiff(s)

vs.

R.E. Green Construction, LLC
Defendant(s)

Submitted By: Hicham Hamzaoui
Address:

1 Royal Pines Blvd.
Beaufort, SC 29907

IN THE COURT OF COMMON PLEAS

CIVIL ACTION COVERSHEET

2023-CP-07-01526

SC Bar #: _____
Telephone #: _____
Fax #: _____
Other: _____
E-mail: _____

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

DOCKETING INFORMATION (Check all that apply)

**If Action is Judgment/Settlement do not complete*

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

NATURE OF ACTION (Check One Box Below)

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

Submitting Party Signature: _____

Date: _____

Note: Frivolous civil proceedings may be subject to sanctions pursuant to SCRCP, Rule 11, and the South Carolina Frivolous Civil Proceedings Sanctions Act, S.C. Code Ann. §15-36-10 et. seq.

Effective January 1, 2016, Alternative Dispute Resolution (ADR) is mandatory in all counties, pursuant to Supreme Court Order dated November 12, 2015.

SUPREME COURT RULES REQUIRE THE SUBMISSION OF ALL CIVIL CASES TO AN ALTERNATIVE DISPUTE RESOLUTION PROCESS, UNLESS OTHERWISE EXEMPT.

Pursuant to the ADR Rules, you are required to take the following action(s):

1. The parties shall select a neutral and file a "Proof of ADR" form on or by the 210th day of the filing of this action. If the parties have not selected a neutral within 210 days, the Clerk of Court shall then appoint a primary and secondary mediator from the current roster on a rotating basis from among those mediators agreeing to accept cases in the county in which the action has been filed.
2. The initial ADR conference must be held within 300 days after the filing of the action.
3. Pre-suit medical malpractice mediations required by S.C. Code §15-79-125 shall be held not later than 120 days after all defendants are served with the "Notice of Intent to File Suit" or as the court directs.
4. Cases are exempt from ADR only upon the following grounds:
 - a. Special proceeding, or actions seeking extraordinary relief such as mandamus, habeas corpus, or prohibition;
 - b. Requests for temporary relief;
 - c. Appeals
 - d. Post Conviction relief matters;
 - e. Contempt of Court proceedings;
 - f. Forfeiture proceedings brought by governmental entities;
 - g. Mortgage foreclosures; and
 - h. Cases that have been previously subjected to an ADR conference, unless otherwise required by Rule 3 or by statute.
5. In cases not subject to ADR, the Chief Judge for Administrative Purposes, upon the motion of the court or of any party, may order a case to mediation.
6. Motion of a party to be exempt from payment of neutral fees due to indigency should be filed with the Court within ten (10) days after the ADR conference has been concluded.

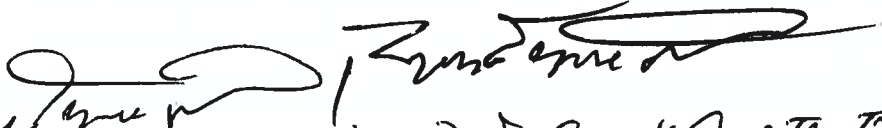
Please Note: You must comply with the Supreme Court Rules regarding ADR. Failure to do so may affect your case or may result in sanctions.

Defendants' Answer And Counterclaim

Defendants' Answer

DATED: 00-05-2023 PH# 704-777-3287 CASE# 2023 CP0701526
Ruger E Green
24 Bush Lane Wintonbury, SC 29488
Subject: TO Whom IT MAY CONCERN

BELOW IS A SCHULDE TO SHOW THAT THE CONTRACT WAS BROKEN
BY MR. HICHAM HANZAOU WHO CONSISTENTLY PAY ME
THE CONTRACTOR R. E. GREEN'S CONSTRUCTION LLC. INC PARTIAL PAYMENT
WHEN THE WORK WAS COMPLETED BY MYSELF AND OTHER SUB CONTRACTOR
I KEEP ASKING MR HICHAM FOR PAYMENT BECAUSE WORK WAS
COMPLETED AND I NEED TO FINISH UP PAYING THE SUB CONTRACTOR
FOR THEIR HELP AND LABOR. AT THAT TIME MR. HICHAM GOT UP
SET AND TOLD MR. GREEN I DON'T NEED YOU ANY MORE
YOU ARE FORCED GET OFF OF MY PROPERTY AT THE TIME HE GOT
ON HIS PHONE TO CALL THE POLICE MAN AND I MR. GREEN
STAYED AND WAITED UNTIL THE OFFICE ARRIVED. THEY ARRIVED AND
SPOKE TO MYSELF AND (MR. GREEN) AND (MR. HICHAM) ALREADY HAD CONVINCE THE
OFFICER THAT HE WAS THE HOME OWNER, AT THAT TIME THE
OFFICER ADVISE ME MR. GREEN TO GO AHEAD AND LEAVE THE PROPERTY
AND GO THROUGH THE COURT SYSTEM TO RECEIVE MY PAYMENT
I LEFT WITH THE CERTIFICATION. MR. HICHAM HANZAOU IS A PERSON
OF MANY DECEPTIONS DOCUMENT HAVE BEEN ALTER WITH DIFFERENCE
DATES. MR. HICHAM HAVE DECEIVED MRS. NANICE HOME-FOUR
OUT OF OVER \$125,000.00 OR BETTER. SO THAT WHY HE IS TRYING
TO MAKE IT LOOK LIKE I TOOK MONEY FROM HIM TO TRY AND
COVER HIS TRAIL WITH THE HOME OWNER. THE HOME OWNER
IS AWARE THAT MR. HICHAM DIDN'T PAY ME ACCORDING TO
THE PAYMENT SHE SENT TO BE PAID FOR ALL THE CONTRACTOR.
PLEASE OVERVIEW THE ALL DOCUMENT THAT I HAVE PROVIDE IN THIS
MATTER

owner 
08-05-2023 R. E. GREEN'S CONSTRUCTION LLC.
8

**Defendants' Amended Answer And
Counterclaim**

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOR THE 14TH JUDICIAL CIRCUIT
COUNTY OF BEAUFORT	)	CIVIL CASE NO. 2023-CP-07-01526
)	
Hicham Hamzaoui,)	
)	
Plaintiff,	)	AMENDED
	)	ANSWER AND COUNTERCLAIM
-vs-	)	OF THE DEFENDANTS
)	
R.E. Green Construction, LLC and)	
Ruger E. Green,)	
)	
Defendants.)	
_____)	

The Defendants, R.E. Green Construction, LLC and Ruger E. Green (hereafter designated and referred to as the “Defendants”), by and through their undersigned legal counsel herein and specifically reserving their rights under and pursuant to any and all Rule 12 Motions as stated and set forth herein below, or as filed on even date herewith, or as subsequently filed hereafter, answering and counterclaiming in response to the Plaintiff’s Complaint dated 8/1/2023 and filed herein on 8/3/2023, would hereby respectfully show and allege unto this Honorable Court, as follows:

FOR A FIRST DEFENSE:
(Defendants’ Responses to General Allegations of the Plaintiff’s Complaint)

1. The Defendants, R.E. Green Construction, LLC and Ruger E. Green, hereby deny and demand strict proof of each and every allegation as contained in and stated and set forth under the Plaintiff’s Complaint filed herein not hereafter expressly admitted or explained or modified or qualified.
2. The Defendants, R.E. Green Construction, LLC and Ruger E. Green, hereby admit the allegations as contained in and stated and set forth under the first paragraph of the Plaintiff’s Complaint filed herein that states “I set up a Contract with Mr. Ruger E. Green of R.E. Green Construction, LLC to work on the residence for 1 Royal Pine Dr., Beaufort, SC 29907”.
3. The Defendants, R.E. Green Construction, LLC and Ruger E. Green, hereby specifically deny and demand strict proof of the allegations as contained in and set forth under the second

paragraph of the Plaintiff's Complaint filed herein.

4. The Defendants, R.E. Green Construction, LLC and Ruger E. Green, hereby specifically deny and demand strict proof of the allegations as contained in and set forth under the third paragraph of the Plaintiff's Complaint filed herein.

FOR A SECOND DEFENSE:

(Defendant's Rule 12(b)(6) Motion to Dismiss the Plaintiff's Complaint filed herein and all Causes of Action thereunder for Failure to State Valid Claims and Causes of Action)

5. That the Defendants, R.E. Green Construction, LLC and Ruger E. Green, reaffirm and reallege and reiterate and incorporate all of the allegations as stated and set forth herein above by specific reference thereto as fully and completely as if repeated and rewritten herein verbatim; and the Defendants, R.E. Green Construction, LLC and Ruger E. Green, also hereby moves pursuant to Rule 12(b)(6) of the S.C. Rules of Civil Procedure that all claims and causes of action as contained in and stated and set forth and asserted under the Plaintiff's Complaint be immediately dismissed by this Court with costs and prejudice because such Complaint fails to set forth or allege sufficient facts or specific details as required by South Carolina law to constitute or state any type of valid claims or causes of action upon which this Court could grant any relief or remedies in favor of the Plaintiff and against the above-named Defendants, R.E. Green Construction, LLC and Ruger E. Green, as requested thereunder.

FOR A FOURTH AND AFFIRMATIVE DEFENSE:
(Unclean Hands Doctrine)

6. The Defendants, R.E. Green Construction, LLC and Ruger E. Green, hereby reaffirm and reallege and reiterate and incorporate all of the allegations as stated and set forth herein above by reference as fully and completely as if repeated and rewritten hereunder verbatim.

7. The above-named Defendant, R.E. Green Construction, LLC and Ruger E. Green, are hereby informed and believe that the Plaintiff's entitlement to be granted or awarded any equitable remedies or relief in this matter and the Plaintiff's recovery of any actual damages and/or consequential damages and/or punitive damages and/or monetary damages and/or attorney fees and/or costs from the Defendants, R.E. Green Construction, LLC and Ruger E. Green, as prayed for and requested in and by and under the Plaintiff's Complaint filed herein based on and pursuant to any or all of the Plaintiff's claims and causes of action as stated and set forth and alleged and

asserted and claimed in and by and under such Plaintiff's Complaint filed herein are totally and completely barred and entirely prohibited by the common law Unclean Hands Doctrine as adopted and defined and governed and controlled by South Carolina Law.

FOR A FIFTH AND AFFIRMATIVE DEFENSE:
(Estoppel and/or Waiver)

8. The Defendants, R.E. Green Construction, LLC and Ruger E. Green, hereby reaffirm and reallege and reiterate and incorporate all of the allegations as stated and set forth herein above by reference as fully and completely as if repeated and rewritten hereunder verbatim.

9. The Defendants, R.E. Green Construction, LLC and Ruger E. Green, would hereby show and allege and plead as an affirmative defense in this matter that all of the Plaintiff's claims and causes of action as stated and set forth and asserted in such Plaintiff's Complaint filed herein are fully and completely barred in their entirety by the common law doctrines and principles of Estoppel and/or Waiver, respectively, as adopted and defined and governed and controlled under South Carolina Law.

FOR A SIXTH AND BY WAY OF COUNTERCLAIM:
(Defendant's Claim Against Plaintiff for Breach of Contract)

10. The Defendants, R.E. Green Construction, LLC and Ruger E. Green, hereby reaffirm and reallege and reiterate and incorporate all of the allegations as stated and set forth herein above by reference as fully and completely as if repeated and rewritten hereunder verbatim.

11. That the Plaintiff, Hicham Hamzaoui, has heretofore materially breached and violated the terms and conditions and requirements of the Contract that such Plaintiff previously entered into on or around 3/18/2023 with the Defendants, R.E. Green Construction, LLC and Ruger E. Green, whereby such Defendants were hired by the Plaintiff, Hicham Hamzaoui, to perform framing and roofing and carpentry and brick work to the home located at 1 Royal Pine Drive, Beaufort, S.C. 29907 for the agreed amount of \$55,000.00 with a required up-front draw and payment in the sum of \$18,333.33.

12. The Plaintiff, Hicham Hamzaoui, gave the Defendant, Ruger E. Green, a certified check in the amount of \$15,000.00 on 3/18/2023 and the \$3,333.33 on 4/6/2023 leaving a Contract balance due and owing to the Defendants, R.E. Green Construction, LLC and Ruger E. Green, in the total amount of \$36,667.00. Thereafter, the Plaintiff, Hicham Hamzaoui, gave the Defendant, Ruger E. Green, a personal check in the amount of \$10,000.00 on 6/2/2023, which payment should of been

\$12,982.20 pursuant to the terms of the Contract; and thereafter the Plaintiff, Hicham Hamzaoui, gave the Defendant, Ruger E. Green, a certified check in the amount \$6,000.00 on 6/10/2023 leaving a Contract balance due and owing to the Defendants, R.E. Green Construction, LLC and Ruger E. Green, in the total amount of \$20,667.00 that the Plaintiff, Hicham Hamzaoui, refuses to pay to the Defendants, R.E. Green Construction, LLC and Ruger E. Green, and as a result of the Plaintiff is in direct breach and violation of the terms and conditions of the Contract.

13. That the Defendants, R.E. Green Construction, LLC and Ruger E. Green, are now thus accordingly informed and believe that they are now entitled as a matter of law to have this Court issue and enter a monetary judgment unto and in favor of the Defendants, R.E. Green Construction, LLC and Ruger E. Green, on their counterclaim against the Plaintiff, Hicham Hamzaoui, for the actual and consequential damages suffered and sustained by the Defendants, R.E. Green Construction, LLC and Ruger E. Green, in this matter in the total amount of \$20,667.00 directly and proximately resulting from the Plaintiff's material breach and violation of the terms and conditions and requirements of the above-referenced Contract previously entered into on or about 3/18/2023 by and between the Plaintiff and the Defendants together with an award of all of the costs and disbursements in connection herewith, plus an award unto the Defendants of their reasonable attorney fees incurred in the sum of \$4,000.00 with respect to the above-captioned case in regard to the within contractual dispute between the parties hereto.

WHEREFORE, having fully stated and set forth their Answer and Counterclaim in response to the Plaintiff's Complaint filed herein on 8/3/2023, the Defendants, R.E. Green Construction, LLC and Ruger E. Green, hereby accordingly prays and requests that the Plaintiff's Complaint filed herein and all of the Claims and Causes of Action as stated and set forth and alleged and asserted thereunder be immediately dismissed in their entirety with costs and prejudice; and that the Defendants, R.E. Green Construction, LLC and Ruger E. Green, be granted and awarded a judgment on their counterclaim as filed herein against the Plaintiff, Hicham Hamzaoui; and that this Court grant unto and in favor of the Defendants, R.E. Green Construction, LLC and Ruger E. Green, all of the remedies and relief as stated and set forth and summarized and specified herein below, as follows:

**AS TO THE ANSWER AND MOTIONS AND AFFIRMATIVE DEFENSES ASSERTED
HEREIN ABOVE BY THE DEFENDANTS:**

(A.) Grant and award the Defendant's Rule 12(b)(6) Motion to Dismiss, as more fully stated and set forth herein above under the Fifth Defense at Paragraph No. 5, for the immediate dismissal with costs and prejudice the Plaintiff's Complaint filed herein and all claims and causes of actions as contained and set forth and asserted thereunder in their entirety based on the failure of such Complaint as drawn to state sufficient facts or adequate information thereunder as required under the South Carolina Rules of Civil Procedure and the applicable statutory and case law in regard thereto in order to constitute valid claims or causes of action upon which any of the relief and/or remedies as requested and prayed for in the Plaintiff's Complaint filed herein could be granted or awarded by this Court unto or in favor of the above-named Plaintiff and against the Defendants.

(B.) That the Court grant and award unto the Defendants, any and all such other and further relief and remedies as this Court may deem just and fair and reasonable and equitable, and appropriate under the facts and circumstances of this case.

WHEREFORE, having fully stated and set forth their Counterclaim herein above, the Defendants, R.E. Green Construction, LLC and Ruger E. Green, hereby pray and request that a final order and decree and judgment be issued and entered in favor of the Defendants, R.E. Green Construction, LLC and Ruger E. Green, on their counterclaim filed against the Plaintiff, Hicham Hamzaoui, as stated and set forth and specified herein below, as follows:

**AS TO THE COUNTERCLAIM AGAINST THE PLAINTIFF, HICHAM HAMZAOUI:
(Defendants' Claim Against Plaintiff for Breach of Contract)**

(C.) Grant and award a monetary judgment unto and in favor of the Defendants, R.E. Green Construction, LLC and Ruger E. Green, on their counterclaim filed against the Plaintiff, Hicham Hamzaoui, based on the Plaintiff's material breach of their aforesaid Contract in the sum of \$20,667.00 being the actual and consequential damages suffered by the Defendants as a result of the Plaintiff's breach of Contract, together with an award of the Defendants, R.E. Green Construction, LLC and Ruger E. Green's, reasonable attorney fees incurred in this matter in the sum of \$4,000.00, and for all of the costs and disbursements hereof, to be immediately issued and entered unto and in favor of the Defendants, R.E. Green Construction, LLC and Ruger E. Green, as a monetary judgment against the Plaintiff, Hicham Hamzaoui.

- (D.) **Grant and award unto and in favor of the Defendants, R.E. Green Construction, LLC and Ruger E. Green, any and all such other and further relief and remedies upon and in regard to their counterclaim as this Court may deem just and fair and reasonable and equitable and appropriate under the facts and circumstances of this case.**

s/E.W. Bennett, Jr.
E.W. BENNETT, JR. (SC Bar #656)
Attorney for the Defendants
148 S. Jefferies Boulevard
Post Office Box 693
Walterboro, SC 294888
Telephone: (843) 549-9225
Facsimile: (843) 549-8566
E-Mail: bop01ewblawfirm@gmail.com and
bop@lowcountry.com

Date: April 10, 2024.

Motions Filed By The Parties

Motion to Refer to Special Referee

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
COUNTY OF BEAUFORT) FOR THE 14TH JUDICIAL CIRCUIT
CIVIL CASE NO. 2023-CP-07-01526

Hicham Hamzaoui,

Plaintiff,

-vs-

R.E. Green Construction, LLC and
Ruger E. Green,

Defendants.

**NOTICE OF MOTION AND
MOTION TO REFER TO SPECIAL
REFEREE**

TO: THE ABOVE-NAMED PLAINTIFF, HICHAM HAMZAOU:

YOU PLEASE TAKE NOTICE that the Defendants, R.E. Green Construction, LLC and Ruger E. Green, by and through their undersigned legal counsel herein, will move before the Presiding Judge for the Fourteenth (14th) Judicial Circuit, at the Beaufort County Courthouse at 101 Hampton Street, Walterboro, S.C. 29488, at least ten (10) days after the date of service hereof at the next available Non-Jury and Motion Term of Court in Beaufort County, or as soon thereafter as is convenient for the Court and the parties hereto and their respective and opposing legal counsel herein to be heard, pursuant to Rule 53 of the S.C. Rules of Civil Procedure for the entry of a Compulsory Order in favor of the Plaintiff referring the above-captioned Breach of Contract Action with finality to a Special Referee for Beaufort County in this case for the purpose of conducting all required hearings in this case and to take the testimony and all other evidence offered therein and to make appropriate findings of fact and conclusions of law based thereon, with authority to issue and enter a Final Order and Decree and Judgment in this case, with any appeals therefrom be filed directly with either the South Carolina Supreme Court or the South Carolina Court of Appeals, as appropriate under the South Carolina Appellate Court Rules. The grounds and basis for this Motion for the entry of a Compulsory Order of Reference With Finality is that this is a matter of equity since the Plaintiff in his Complaint filed herein is seeking only equitable remedies and the pleadings in this action are joined and this is a proper case to be referred with finality to be heard by a Special Referee for Beaufort County.

**PLEASE BE PRESENT AT SUCH TIME TO PARTICIPATE IN THIS HEARING
AND/OR TO CONTEST AND/OR OBJECT TO DEFENDANTS' MOTION TO REFER TO
A SPECIAL REFEREE IN THIS CASE IF SO MINDED.**

s/E.W. Bennett, Jr.
E. W. Bennett, Jr. (S.C. Bar No. 656)
Attorney for the Defendants
148 S. Jefferies Blvd.
P.O. Box 693
Walterboro, SC 29488
Telephone: 843-549-9225
Facsimile: 843-549-8566
E-mail address: bop01ewblawfirm@gmail.com
and/or bop@lowcountry.com

Dated: September 23, 2024.

Motion for Continuance

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOR THE 14TH JUDICIAL CIRCUIT
COUNTY OF BEAUFORT	)	CIVIL CASE NO. 2023-CP-07-01526
)	
Hicham Hamzaoui,)	
)	
Plaintiff,	)	MOTION FOR CONTINUANCE BY THE
	)	DEFENDANTS HEREIN
-vs-)	
)	
R.E. Green Construction, LLC and)	
Ruger E. Green,)	
)	
Defendants.)	
)	

TO: PRO SE PLAINTIFF HEREIN, HICHAM HAMZAOU I

YOU WILL PLEASE TAKE NOTICE, that the above-named Defendants, R.E. Green Construction, LLC and Ruger E. Green, by and through their undersigned Attorney, will move as soon as counsel may be heard, before the Presiding Judge for the Fourteenth (14th) Judicial Circuit for Beaufort County for an Order continuing the Notice of Case Scheduling that is schedule for Tuesday, January 21, 2025 at 9:30 a.m. for good and sufficient cause. This Motion is made pursuant to Rule 40(i)(1) for good and sufficient cause, and upon the attached Affidavit.

PLEASE BE PRESENT TO DEFEND IF SO MINDED.

s/E. W. Bennett, Jr.
 E. W. Bennett, Jr. Bar No. 656
 Attorney for Defendants
 P.O. Box 693
 Walterboro, SC 29488
 Office: (843) 549-9225
 Facsimile: (843) 549-8566
 E-mail address: bop01ewblawfirm@gmail.com
 and/or bop@lowcountry.com

Dated: January 7, 2025.

Orders Of The Court

Consent Order of Reference with Finality

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOR THE 14TH JUDICIAL CIRCUIT
COUNTY OF BEAUFORT	)	CIVIL CASE NO. 2023-CP-07-01526
)	
Hicham Hamzaoui,)	
)	
Plaintiff,	)	CONSENT ORDER OF REFERENCE
	)	WITH FINALITY
-vs-)	
)	
R.E. Green Construction, LLC and)	
Ruger E. Green,)	
)	
Defendants.)	
)	

IT APPEARS that the Plaintiff filed its Summons and Complaint on 8/3/2023.

IT ALSO APPEARS that a Pro-Se Answer was timely filed by Defendants herein on 12/13/2023, and that thereafter an Amended Answer and Counterclaim was filed on 4/10/2024 by Attorney E.W. Bennett, Jr., Esquire for and on behalf of the Defendants, R.E. Green Construction, LLC and Ruger E. Green.

IT FURTHER APPEARS that the pleadings in this case are now joined and that this action is within the equity jurisdiction of this Court and is a proper matter that is now ready to be referred to the Jeffrey M. Butler, Esquire, as Special Referee, with finality pursuant to Rule 53, of the S.C. Rules of Civil Procedure.

NOW, THEREFORE, upon motion of E. W. Bennett, Jr., Esquire, as attorney for the above-named Defendants; and with the express written consent of Jeffrey M. Butler, Esquire to act and serve as the Special Referee, it is:

ORDERED AND ADJUDGED that pursuant to Rule 53, SCRCP, the above entitled lawsuit is hereby referred with finality to Jeffrey M. Butler, Esquire, as Special Referee, to conduct all required hearings in this case; to take the testimony and all other evidence offered therein; and to make appropriate findings of fact and conclusions of law based thereon, with authority to issue and enter a Final Judgement, Order, and Decree in this case, with any appeals therefrom to be filed directly with either the South Carolina Supreme Court or the South Carolina Court of Appeals.

AND IT IS SO ORDERED AND ADJUDGED.

The Honorable Carmen T. Mullen, Chief Administrative Judge

Jerri A. Roseneau, Beaufort County Clerk of Court

I SO MOVE:

s/E.W. Bennett, Jr.
E. W. BENNETT, JR. (SC Bar #656)
Attorney for the Defendants
148 S. Jefferies Boulevard
Post Office Box 693
Walterboro, SC 29488
Tel. No: (843) 549-9225
Fax No: (843) 549-8566
E-Mail: bop@lowcountry.com

DATED: January 17, 2025.

I SO CONSENT TO ACT AND
SERVE AS SPECIAL REFEREE
HEREIN:

s/Jeffrey M. Butler
JEFFREY M. BUTLER, ESQUIRE (SC Bar #1056)
Post Office Box 1906
Walterboro, SC 29488
Tel. No: (843) 538-4566
Fax No: (843) 538-2322
E-Mail: rwooda@lowcountry.com

Dated: January 17, 2025.



Beaufort Common Pleas

Case Caption: Hicham Hamzaoui VS R E Green Construction Llc , defendant, et al

Case Number: 2023CP0701526

Type: Order/Referred to Master or Special Referee

So Ordered

s/Carmen T Mullen 2142

Electronically signed on 2025-01-20 16:47:09 page 3 of 3

Final Order Of Special Referee

STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT

IN THE COURT OF COMMON PLEAS
FOR THE 14TH JUDICIAL CIRCUIT
CIVIL CASE NO. 2023-CP-07-01526

Hicham Hamzaoui

Plaintiff

Vs.

FINAL ORDER FOR JUDGMENT
BY SPECIAL REFEREE

R.E. Green Construction, LLC
and Ruger E. Green

Defendants

The within matter was tried before the undersigned, acting as a Special Referee, pursuant to the express consent of all parties. The Plaintiff appeared, pro se while the Defendants appeared and were represented by attorney E. W. Bennett, Jr.

Prior to the actual trial of the case, the Court made both parties aware that there was no Court Reporter to maintain a record of testimony and evidence. The Court advised both parties that the lack of record could severely prejudice any dissatisfied party who might seek to appeal the final decision. The Court offered all parties a continuance should anyone choose to hire a Court reporter. All parties expressed that they wished to proceed without a Court Reporter.

Prior to the actual trial of the case, the Court advised the Plaintiff that the undersigned and the attorney for the Defendants had practiced law together forty years earlier. The Plaintiff agreed to waive any potential conflict in interest and was willing to proceed with trial.

Prior to the actual trial of the case, the Court inquired as to all parties if there were any preliminary or procedural issues that this Court needed to address. No party raised any such issues. Therefore, this Court must conclude that any issues as to service, amended pleadings, failure to respond to counterclaims, etc. were expressly waived and all parties agreed to try the case on the merits.

The Court considered the testimony of the Plaintiff and his Exhibits as follows:

P-1 Contract (admitted into evidence);

P-2 Photographs (admitted into evidence);

HAMZAOU I V GREEN 2023-CP-07-01526 PAGE 2 OF 3

- P-3 Photographs (admitted into evidence);
- P-4 Citation (not admitted into evidence);
- P-5 Power of Attorney (not admitted into evidence);
- P-6 Building Permit (admitted into evidence);
- P-7 Notice of Trespass (admitted into evidence);
- P-8 Defendant's License (admitted into evidence);
- P-9 Email of 08/07/2023 (admitted into evidence);
- P-10 Affidavit (not admitted into evidence).

The Court considered the testimony of the Defendants and their Exhibits as follows:

- D-1 Record from Tax Assessor (admitted into evidence);
- D-2 Deed (admitted into evidence);
- D-3 Claim filed by Defendant in Probate Court (admitted into evidence);
- D-4 Summary of Expenses (admitted into evidence)

After consideration of the evidence and testimony presented, the Court finds that the Plaintiff has failed to prove a case against either Defendant by a preponderance of the evidence.

After consideration of the evidence and testimony presented, the Court finds that Ruger E. Green has failed to set forth any grounds that would justify an award in his favor, personally, Against the Plaintiff.

After consideration of the evidence and testimony presented, the Court finds that R.E. Green Construction, LLC is entitled to judgment against the Plaintiff on its counterclaim in the amount of \$16,667.00. This amount represents the uncontested testimony of the Defendants as to the remaining unpaid balance of the contract less the anticipated cost required to complete it.

HAMZAOUI V GREEN 2023-CP-07-01526 PAGE 3 OF 3

After consideration of the evidence and testimony presented, the Court cannot find sufficient grounds to justify any award of attorney's fees to the Defendants.

Upon consideration of the above.

IT IS ORDERED AND ADJUDGED that Judgment is entered in favor of the Defendants as to the Plaintiff's Complaint.

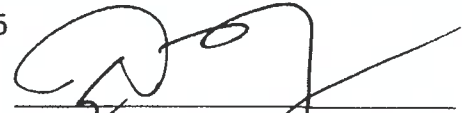
~~IT IS FURTHER ORDERED AND ADJUDGED that Judgment is entered in favor of the Defendants as to their Counterclaim against the Plaintiff.~~

IT IS FURTHER ORDERED AND ADJUDGED that the Defendant, R.E. Green, LLC have judgment on its counterclaim filed against the Plaintiff in the amount of \$16,667.00.

IT IS FURTHER ORDERED AND ADJUDGED that Defendants' demand for Attorney Fees is hereby DENIED.

IT IS FURTHER ORDERED AND ADJUDGED that the attorney for the Defendants shall file this Order and all Exhibits to be attached to a transcript of testimony and notes at reference to be filed with the Office of the Clerk of Court of Beaufort County.

AND IT IS SO ORDERED this the 14th day of August, 2025



JEFFREY M. BUTLER
State Bar ID No. 1056
Special Referee

FORM 4

**STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT
IN THE COURT OF COMMON PLEAS**

JUDGMENT IN A CIVIL CASE

CASE NO. 2023-CP-07-01526

Hicham Hamzaoui,

R.E. Green Construction, LLC and Ruger E. Green,

PLAINTIFF(S)

DEFENDANT(S)

Submitted by: E.W. Bennett, Jr., Esquire P.O. Box 693 Walterboro, SC 29488	Attorney for : <input checked="" type="checkbox"/> Plaintiff <input type="checkbox"/> Defendant or <input type="checkbox"/> Self-Represented Litigant
-----------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------

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. See Page 2 for additional information.
- ACTION DISMISSED (CHECK REASON):** Rule 12(b), SCRPC; Rule 41(a), SCRPC (Vol. Nonsuit); Rule 43(k), SCRPC (Settled); Other
- ACTION STRICKEN (CHECK REASON):** Rule 40(j), SCRPC; Bankruptcy; Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; Other
- STAYED DUE TO BANKRUPTCY**
- DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**
 Affirmed; Reversed; Remanded; Other

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

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

ORDER INFORMATION

This order ends does not end the case.

Additional Information for the Clerk : _____

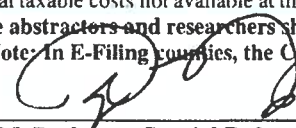
INFORMATION FOR THE JUDGMENT INDEX

Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
R.E. Green Construction, LLC and Ruger E. Green	Hicham Hamzaoui	\$16,667.00
If applicable, describe the property, including tax map information and address, referenced in the order:		

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk. **Note: Title abstractors and researchers should refer to the official court order for judgment details.**

E-Filing Note: In E-Filing counties, the Court will electronically sign this form using a separate electronic signature page.



 Jeffrey M. Butler, as Special Referee

Bar No. 1056

 Judge Code

8/18/2025

 Date

For Clerk of Court Office Use Only

This judgment was entered on the _____ day of _____, 20____ and a copy mailed first class or placed in the appropriate attorney's box on this _____ day of _____, 20____ to attorneys of record or to parties (when appearing pro se) as follows:

E.W. Bennett, Jr., Esquire
P.O. Box 693
Walterboro, SC 29488

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

CLERK OF COURT

Court Reporter:

E-Filing Note: In E-Filing counties, 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 judgement to parties who are not E-Filers or who are appearing pro se. See Rule 77(d), SCRPC.

ADDITIONAL INFORMATION REGARDING DECISION BY THE COURT AS REFERENCED ON PAGE 1.

This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.

Form 4 Judgment

STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT

IN THE COURT OF COMMON PLEAS
FOR THE 14TH JUDICIAL CIRCUIT
CIVIL CASE NO. 2023-CP-07-01526

Hicham Hamzaoui

Plaintiff

Vs.

FINAL ORDER FOR JUDGMENT
BY SPECIAL REFEREE

R.E. Green Construction, LLC
and Ruger E. Green

Defendants

The within matter was tried before the undersigned, acting as a Special Referee, pursuant to the express consent of all parties. The Plaintiff appeared, pro se while the Defendants appeared and were represented by attorney E. W. Bennett, Jr.

Prior to the actual trial of the case, the Court made both parties aware that there was no Court Reporter to maintain a record of testimony and evidence. The Court advised both parties that the lack of record could severely prejudice any dissatisfied party who might seek to appeal the final decision. The Court offered all parties a continuance should anyone choose to hire a Court reporter. All parties expressed that they wished to proceed without a Court Reporter.

Prior to the actual trial of the case, the Court advised the Plaintiff that the undersigned and the attorney for the Defendants had practiced law together forty years earlier. The Plaintiff agreed to waive any potential conflict in interest and was willing to proceed with trial.

Prior to the actual trial of the case, the Court inquired as to all parties if there were any preliminary or procedural issues that this Court needed to address. No party raised any such issues. Therefore, this Court must conclude that any issues as to service, amended pleadings, failure to respond to counterclaims, etc. were expressly waived and all parties agreed to try the case on the merits.

The Court considered the testimony of the Plaintiff and his Exhibits as follows:

P-1 Contract (admitted into evidence);

P-2 Photographs (admitted into evidence);

HAMZAOU I V GREEN 2023-CP-07-01526 PAGE 2 OF 3

- P-3 Photographs (admitted into evidence);
- P-4 Citation (not admitted into evidence);
- P-5 Power of Attorney (not admitted into evidence);
- P-6 Building Permit (admitted into evidence);
- P-7 Notice of Trespass (admitted into evidence);
- P-8 Defendant's License (admitted into evidence);
- P-9 Email of 08/07/2023 (admitted into evidence);
- P-10 Affidavit (not admitted into evidence).

The Court considered the testimony of the Defendants and their Exhibits as follows:

- D-1 Record from Tax Assessor (admitted into evidence);
- D-2 Deed (admitted into evidence);
- D-3 Claim filed by Defendant in Probate Court (admitted into evidence);
- D-4 Summary of Expenses (admitted into evidence)

After consideration of the evidence and testimony presented, the Court finds that the Plaintiff has failed to prove a case against either Defendant by a preponderance of the evidence.

After consideration of the evidence and testimony presented, the Court finds that Ruger E. Green has failed to set forth any grounds that would justify an award in his favor, personally, Against the Plaintiff.

After consideration of the evidence and testimony presented, the Court finds that R.E. Green Construction, LLC is entitled to judgment against the Plaintiff on its counterclaim in the amount of \$16,667.00. This amount represents the uncontested testimony of the Defendants as to the remaining unpaid balance of the contract less the anticipated cost required to complete it.

HAMZAOUI V GREEN 2023-CP-07-01526 PAGE 3 OF 3

After consideration of the evidence and testimony presented, the Court cannot find sufficient grounds to justify any award of attorney's fees to the Defendants.

Upon consideration of the above.

IT IS ORDERED AND ADJUDGED that Judgment is entered in favor of the Defendants as to the Plaintiff's Complaint.

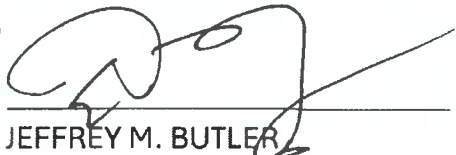
~~IT IS FURTHER ORDERED AND ADJUDGED that Judgment is entered in favor of the Defendants as to their Counterclaim against the Plaintiff.~~

IT IS FURTHER ORDERED AND ADJUDGED that the Defendant, R.E. Green, LLC have judgment on its counterclaim filed against the Plaintiff in the amount of \$16,667.00.

IT IS FURTHER ORDERED AND ADJUDGED that Defendants' demand for Attorney Fees is hereby DENIED.

IT IS FURTHER ORDERED AND ADJUDGED that the attorney for the Defendants shall file this Order and all Exhibits to be attached to a transcript of testimony and notes at reference to be filed with the Office of the Clerk of Court of Beaufort County.

AND IT IS SO ORDERED this the 14th day of August, 2025



JEFFREY M. BUTLER
State Bar ID No. 1056
Special Referee

FORM 4

**STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT
IN THE COURT OF COMMON PLEAS**

JUDGMENT IN A CIVIL CASE

CASE NO. 2023-CP-07-01526

Hicham Hamzaoui,

R.E. Green Construction, LLC and Ruger E. Green,

PLAINTIFF(S)

DEFENDANT(S)

Submitted by: E.W. Bennett, Jr., Esquire P.O. Box 693 Walterboro, SC 29488	Attorney for : <input checked="" type="checkbox"/> Plaintiff <input type="checkbox"/> Defendant or <input type="checkbox"/> Self-Represented Litigant
-----------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------

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. See Page 2 for additional information.
- ACTION DISMISSED (CHECK REASON):** Rule 12(b), SCRPC; Rule 41(a), SCRPC (Vol. Nonsuit); Rule 43(k), SCRPC (Settled); Other
- ACTION STRICKEN (CHECK REASON):** Rule 40(j), SCRPC; Bankruptcy; Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; Other
- STAYED DUE TO BANKRUPTCY**
- DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**
 Affirmed; Reversed; Remanded; Other

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

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

ORDER INFORMATION

This order ends does not end the case.

Additional Information for the Clerk : _____

INFORMATION FOR THE JUDGMENT INDEX

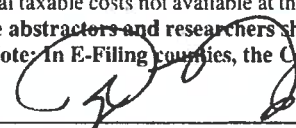
Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
R.E. Green Construction, LLC and Ruger E. Green	Hicham Hamzaoui	\$16,667.00

If applicable, describe the property, including tax map information and address, referenced in the order:

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk. **Note: Title abstractors and researchers should refer to the official court order for judgment details.**

E-Filing Note: In E-Filing counties, the Court will electronically sign this form using a separate electronic signature page.


 Jeffrey M. Butler, as Special Referee

Bar No. 1056
 Judge Code

8/18/2025
 Date

For Clerk of Court Office Use Only

This judgment was entered on the _____ day of _____, 20____ and a copy mailed first class or placed in the appropriate attorney's box on this _____ day of _____, 20____ to attorneys of record or to parties (when appearing pro se) as follows:

E.W. Bennett, Jr., Esquire

P.O. Box 693

Walterboro, SC 29488

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

CLERK OF COURT

Court Reporter:

E-Filing Note: In E-Filing counties, 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 judgement to parties who are not E-Filers or who are appearing pro se. See Rule 77(d), SCRPC.

ADDITIONAL INFORMATION REGARDING DECISION BY THE COURT AS REFERENCED ON PAGE 1.

This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.

Notice Of Appeal

FORM 1
NOTICE OF APPEAL IN A CIVIL CASE

RECEIVED

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

OCT 17 2025

SC Court of Appeals

APPEAL FROM Beaufort COUNTY
Court of Common Pleas

Jeffrey M. Butler, Special Referee
Circuit Court Judge

Case No. 2023 CP - 07-01526

Hicham Hamzaoui
Plaintiff

Appellant/Respondent,

RE. Green Construction, LLC v.
Ruger Green
Defendants

Appellant/Respondent.

NOTICE OF APPEAL

Hicham Hamzaoui (Name) appeals the order of the Honorable Jeffrey M. Butler (Judge) dated October 3, 2025 (Date) Appellant received written notice of entry of this order on October 17, 2025 (Date).

Date: October 17, 2025

s/ [Signature]
Name: Hicham Hamzaoui
Address: 10705 Tetum Ct
Largo, MD 20774
Phone: (202) 905-5353
Email: xtp1060@icloud.com
Appellant

Other Counsel of Record:
Name: E. W. Bennett, Jr. Attorney at Law
Address: P.O. Box 693
Walterboro, SC 29488-0693
Phone: (843) 549-9225
Respondent/Attorney for Respondent

FORM 7
PROOF OF SERVICE OF A NOTICE OF APPEAL

RECEIVED

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

OCT 17 2025
SC Court of Appeals

APPEAL FROM Beaufort COUNTY
Court of Common Pleas

Jeffrey M. Butler, ^{Special Referee}
Circuit Court Judge

Case No. 2023-CP-07-01326

Hicham Hamzaoui
Plaintiff

Appellant/Respondent,

R.E. Green Construction, LLC v.
Ruger Green
Defendants

Appellant/Respondent.

PROOF OF SERVICE

I certify that I have served the Notice of Appeal on E.W. Bennett Jr. by depositing
(Name)
a copy of it in the United States Mail, postage prepaid, on October 17, 2025, addressed to,
(Date)

E.W. Bennett Jr. Attorney at Law
P.O. Box 693, Walterboro, SC 29488-0693

Date: October 17, 2025

s/ Hicham Hamzaoui
Address: 10705 Tortum Ct.
Largo, MD 20774

Statement Of The Evidence Or Proceedings

IN THE
SOUTH CAROLINA COURT OF APPEALS

RECEIVED
FEB 24 2025
SC Court of Appeals

Hicham Hamzaoui, Appellant,

v.

R.E. Green Construction, LLC and Ruger E. Green, Respondents.

Appellate Case No.: 2025-002131

STATEMENT OF THE EVIDENCE OR PROCEEDINGS

(Pursuant to Rule 210(h), SCACR)

I. INTRODUCTION

The following Statement of the Evidence or Proceedings is submitted pursuant to Rule 210(h) of the South Carolina Appellate Court Rules, as no transcript exists for the bench trial held before Special Referee Jeffrey M. Butler on April 24, 2025, in the Beaufort County Court of Common Pleas. This statement reflects the Appellant's best recollection of the testimony, evidence, and rulings made during the proceedings.

II. SUMMARY OF THE PROCEEDINGS

The case was called for trial on April 24, 2025, before Special Referee Jeffrey M. Butler. Appellant, Hicham Hamzaoui, appeared pro se. Respondents R.E. Green Construction, LLC and Ruger E. Green were represented by counsel, E.W. Bennett, Jr.

The dispute concerns a residential construction addition located at 1 Royal Pines Boulevard, Beaufort, South Carolina. Appellant contracted with Respondents to construct an addition to the home. Appellant later discovered that Respondents held a Business License Type 238990 (NAICS 238990 – All Other Specialty Trade Contractors), which

Appellant contends does not authorize residential structural additions as required under S.C. Code § 40-11-30(A).

Appellant testified regarding the licensing issue, the unfinished work, and payments made, including the \$12,982.20 paid directly to a subcontractor for framing work that was never completed. Appellant also testified that Respondents' license classification does not authorize framing or structural home additions, rendering the contract unenforceable under South Carolina law.

Plaintiff's Exhibits Admitted:

- P-1: Written contract
- P-2: Copies of checks totaling \$34,333.00
- P-3: Photographs of unfinished work
- P-6: Building permit documents
- P-7: Notice of Trespass
- P-8: Beaufort County Business License
- P-9: Email dated 08/07/2023
- P-10: Affidavit from subcontractor confirming payment

Plaintiff's Exhibits Offered but Not Admitted:

- P-4: Citation and Notification of Penalty from LLR
- P-5: Power of Attorney document
- Supplemental P-10: Additional subcontractor affidavit

Defendants' Exhibits Admitted:

- D-1: Tax Assessor record
- D-2: Property deed
- D-3: Probate Court claim
- D-4: Summary of expenses

III. SUPPLEMENTAL REQUEST AND FILINGS

Following the presentation of evidence, Special Referee Butler stated that he was not fully familiar with S.C. Code § 40-11-30(A) and requested that Appellant submit a written clarification regarding the statutory licensing requirements for residential structural additions. In response, Appellant prepared and submitted two written documents: (1) a Primary Summary of Judgment and (2) a Summary Judgment Based on License.

These written materials were delivered within the requested timeframe; however, they were not referenced or addressed in the Final Order for Judgment entered on August 11, 2025, nor in the Form 4 Judgment filed on October 3, 2025.

IV. BASIS FOR APPEAL

Appellant submits this Statement of the Evidence for the following purposes:

1. To establish a clear record for appellate review in the absence of a transcript;
2. To preserve the argument that Respondents were not properly licensed to perform structural additions;
3. To document Appellant's claim for recovery of \$12,982.20 paid for unfinished framing work;

4. To preserve the issue that the Special Referee failed to consider supplemental statutory clarification submitted upon the court's request.

V. CONCLUSION

This Statement of the Evidence accurately reflects Appellant's recollection of the trial proceedings and is submitted for approval by the Special Referee pursuant to Rule 210(h), SCACR.

Respectfully submitted,

Hicham Hamzaoui

Appellant Pro Se

10705 Tatum Ct.

Largo, MD 20774

Tel: (202) 905-5353

RECEIVED
DEC 08 2025
SC Court of Appeals

CERTIFICATE OF SERVICE

I hereby certify that I served a true and correct copy of this Statement of the Evidence or Proceedings upon all counsel of record by depositing the same in the United States Mail, first-class postage prepaid, addressed to:

E.W. Bennett, Jr., Attorney at Law

P.O. Box 693

Walterboro, SC 29488-0693

This 4 day of December, 2025.



Hicham Hamzaoui

Hicham Hamzaoui
10705 Tatum Ct.
Largo, MD 20774
(202) 905-5353

Date: December 4, 2025

South Carolina Court of Appeals
Clerk of Court
1220 Senate Street, Suite 200
Columbia, SC 29201

RECEIVED

DEC 08 2025

SC Court of Appeals

Re: Appellate Case No. 2025-002131
Hicham Hamzaoui, Appellant, v.
R.E. Green Construction, LLC and Ruger E. Green, Respondents.

Dear Clerk:

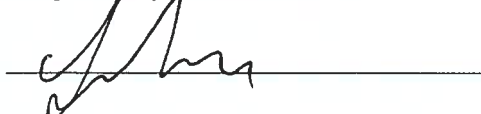
Please find enclosed the following documents for filing in the above-referenced appeal:

1. Appellant's Brief
2. Designation of Matter to Be Included in the Record on Appeal
3. Statement of the Evidence or Proceedings

Please file these documents and return a file-stamped copy if required.

Thank you for your assistance.

Respectfully submitted,



Hicham Hamzaoui
Appellant. Pro Se
10705 Tatum Ct.
Largo, MD 20774
(202) 905-5353

Hichamtkamzaoui
10705 Tatum Ct.
Largo MD 20774

CERTIFIED MAIL



9589 0710 5270 2617 4577 00

Retail



RDC 99



28201

U.S. POSTAGE PAID
FCM LG ENV
UPPER MARLBORO
MD 20774
DEC 04, 2025

\$8.30

S2323Y501709-28

FIRST CLASS

The South Carolina
Court of Appeals
1800 Senate Street
Columbia, SC 29201

RECEIVED

DEC 08 2025

SC Court of Appeals



Plaintiff's Trial Exhibits

Exhibit P-1 - Written Contract

Residential



Commercial

Custom Cabinets • Mini Get-Away Houses • Flooring • Roofing • Siding
Kitchen Remodeling • Porches • Decks • Remodeling Construction/Demolition

Contractor - **Ruger E. Green**
704-777-3957 greenruger@gmail.com
24 Bish Ln. Walterboro, SC 29488

Contractor: Ruger E. Green #61683 #704-777-3957 *INS: BOND POLICY # 6472.1813*
Customer: Mr. Hicham Hamzaout #202-905-5353

R.E. Green's Contract

Site Address: 1 Royal Pine Dr. Beaufort, SC 29446

Details of Project: Total Sq Ft. 1141.40- 2 separate slab concrete installed. Building and inclose both concrete slab with roof installed on both. Contractor will provide all material and labor to install both concrete slabs. Customers will provide all material needed to framing/ roofing/ ~~the~~ the home. *AND BRICKING*

Cost of Project: 55,000.00

Cost of Material: Customer will provide all material needed to complete the project (not to concrete slab).

Amount Paid: Customer agrees to pay contractor 18,333.33 upfront to start project.

Please read the terms and condition statements below

- Customers can terminate this contract if work is not performed to customer's satisfaction. No refund will be given on any completed work.
- Contractor can terminate this contract when/if changes are made or additional work is added that was not a part of the original agreement. This does not apply to additions that are agreed upon between contractor and customer.
- Customer agrees to pay for material before the start of the above project. This payment is due when both customer and contractor agree on the cost of all material and labor.
- Customer agrees to pay 1/3 of the total labor cost. This payment is due the same day of any work performed. Customer and contractor will agree on the amount that is to be paid.
- Customer agrees to pay the contractor another 1/3 of the project's cost after half of the work has been performed.
- Customer agrees to pay the contractor the remaining balance after all work has been performed and completed.
- The Estimated project is about three months, Incase of inclement weather outside work will be postponed to a minimum.

Customer: X HICHAM HAMZAOUT
Contractor: RUGER E. GREEN
Date: 12-18-2025

ELECTRONICALLY FILED - 2025 Sep 29 3:04 PM - BEAUFORT - COMMON PLEAS - CASE#2023CP0701526

Residential

CONSTRUCTION, LLC

Licensed • Insured • Bonded

Commercial

Residential



Commercial

P-1
2/2

Custom Cabinets • Mini Get-Away Houses • Flooring • Roofing • Siding
Kitchen Remodeling • Porches • Decks • Remodeling Construction/Demolition

Contractor - **Ruger E. Green**
704-777-3957 greenruger@gmail.com
24 Bish Ln. Walterboro, SC 29488

We Specialize In

Custom Cabinets *Mini Get-Away Houses * Flooring * Roofing * Siding

Kitchen Remolding * Porches * Decks * Remolding Construction *

contractor: **RUGER E. GREEN** #RB 61683 #INS, BOND #64721873 Policy #704-777-3957
Working Contract Proposal

To Mr. Hichham Hamzaoui #202-905-5353
1 Royal Pine Dr. Beaufort, SC

Project Details

Subject: New Addition & Demo W/repairs ~~1,141.40~~ Home

Project: 1,141.40 SQ Ft. Foundation Footing & Foundation Slab Installed.

All material will be provided by the contractor.

1. Foundation footing/ slab pour w/rebars/ slick or brown finish/ all anchor bolts installed.
*Labor cost: 17,067.80
2. Framing work 1,141.40 Sq Ft. Customer will provide all the material. All plates installed top/ bottom w/erect walls, header installed for all windows and doors/ hurricane. Straps installed as needed.
*Labor cost: 12,982.20
3. Roofing work 1,141.40Sq Ft. Customer will provide all the material. Attachment of all ceiling joist/ roofing rafters/ ridge plate. Flasher installed Valley and walls transition/ drip edges/ vent plates for soffit board/ roofing paper/ shingles or tin/ metal installed.
*Labor cost: 24,950.00

Total Cost For Project: 55,000.00

Customer: _____

Contractor: _____

Date: _____

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Exhibit P-2 - Photograph Copies of Checks Totaling \$34,333



P-2
1/4

3/17/23 Check \$15,000.00

**NAVY
FEDERAL**
Credit Union

PO Box 3000
Merrifield, VA 22119-3000
navyfederal.org

68-7497
-2000

Cashier's Check

Serial No. 0456339134	Account No. #####1157	Date 03/17/23	Amount \$*****15000.00
--------------------------	--------------------------	------------------	---------------------------

Pay to the Order of
R.E. GREEN LLC

[Signature]
Authorized Signatory

REMITTER: HICHAM HAMZAQUI

⑆256074974⑆ 280912 ⑈002

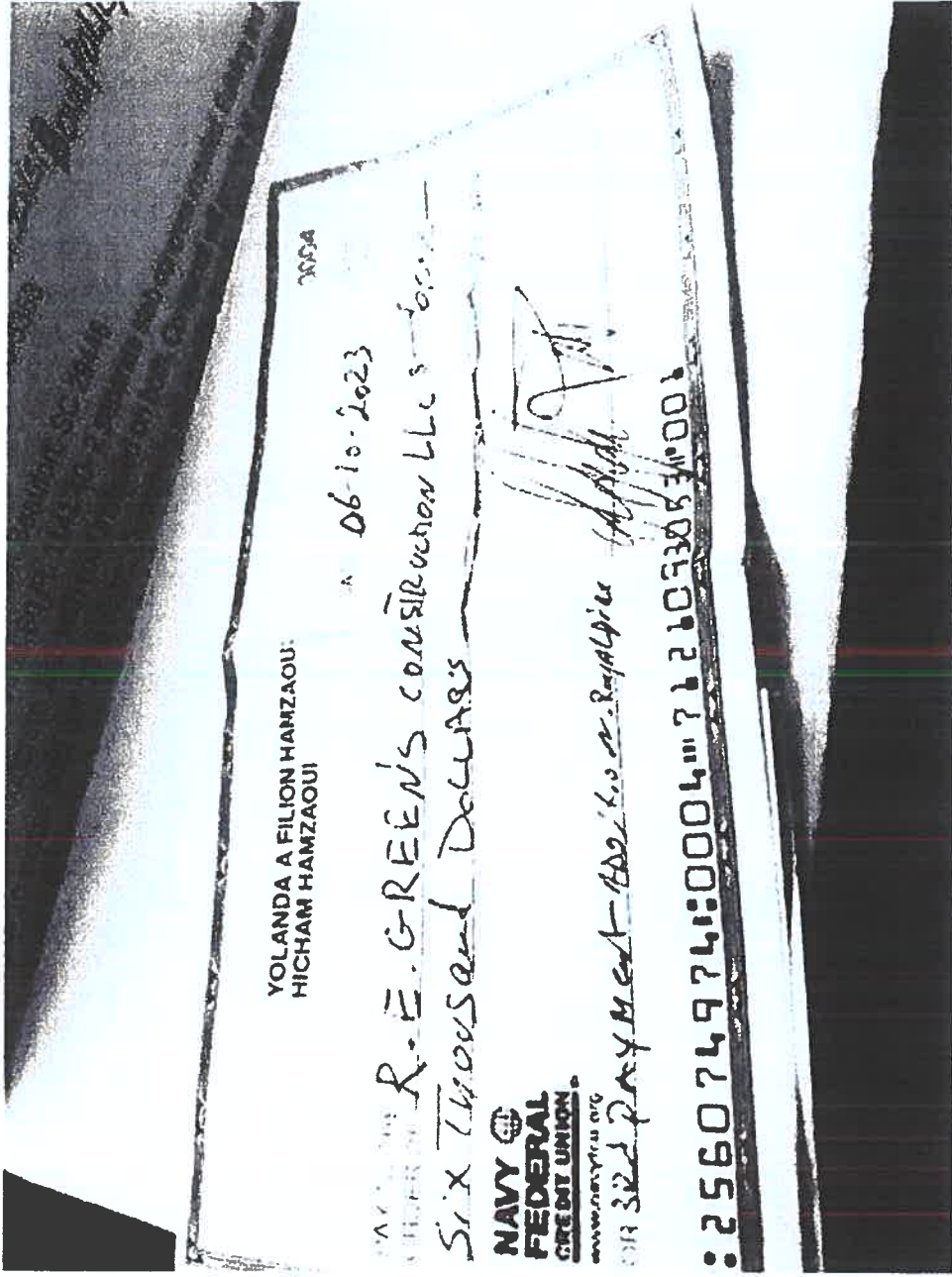
P-2
2/4

4/6/23 Check \$3,333.00



P-2
3/4

6/10/23 Check \$6,000.00



P-2
4/4

6/23/23 Check \$10,000.00

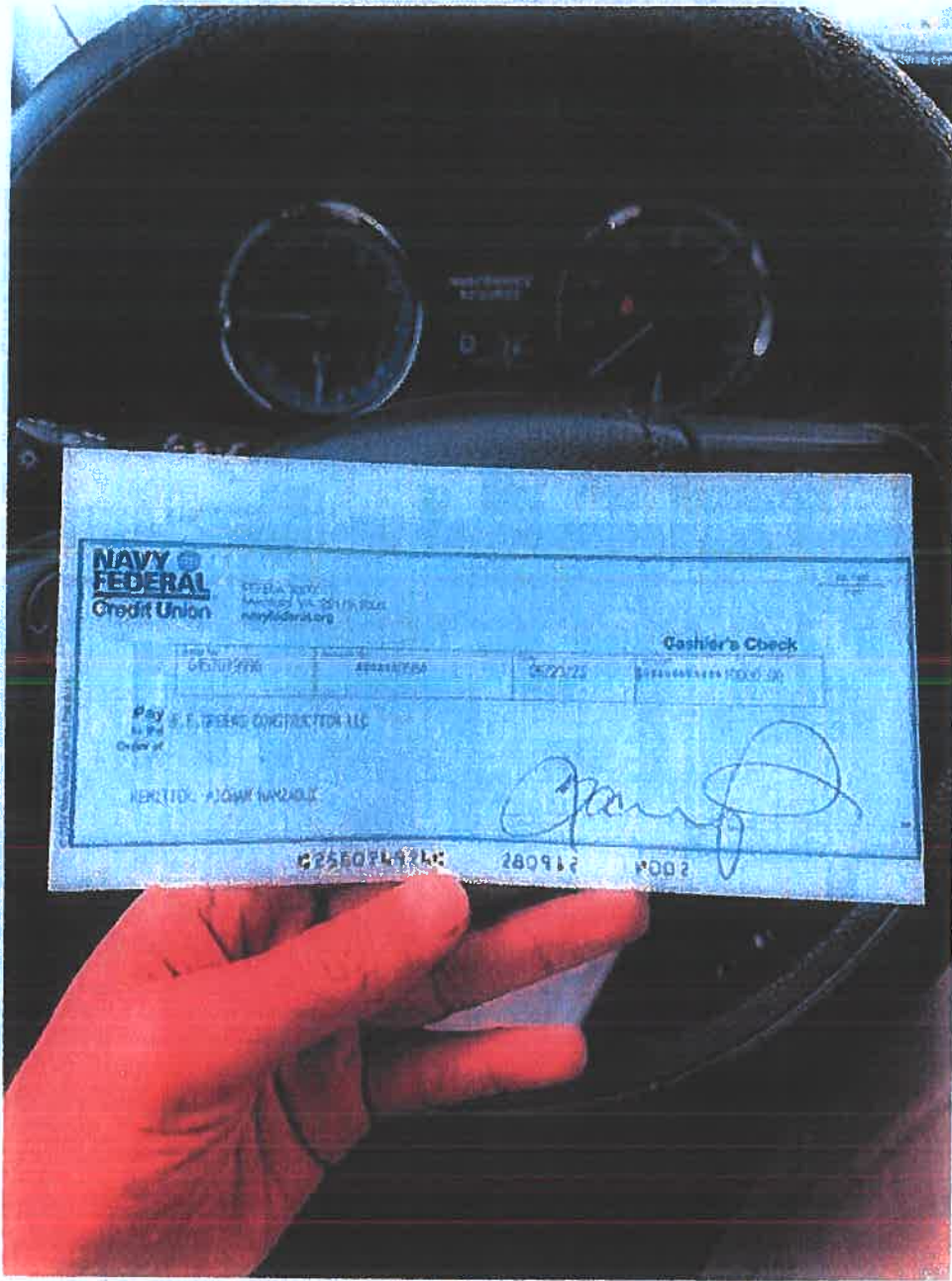


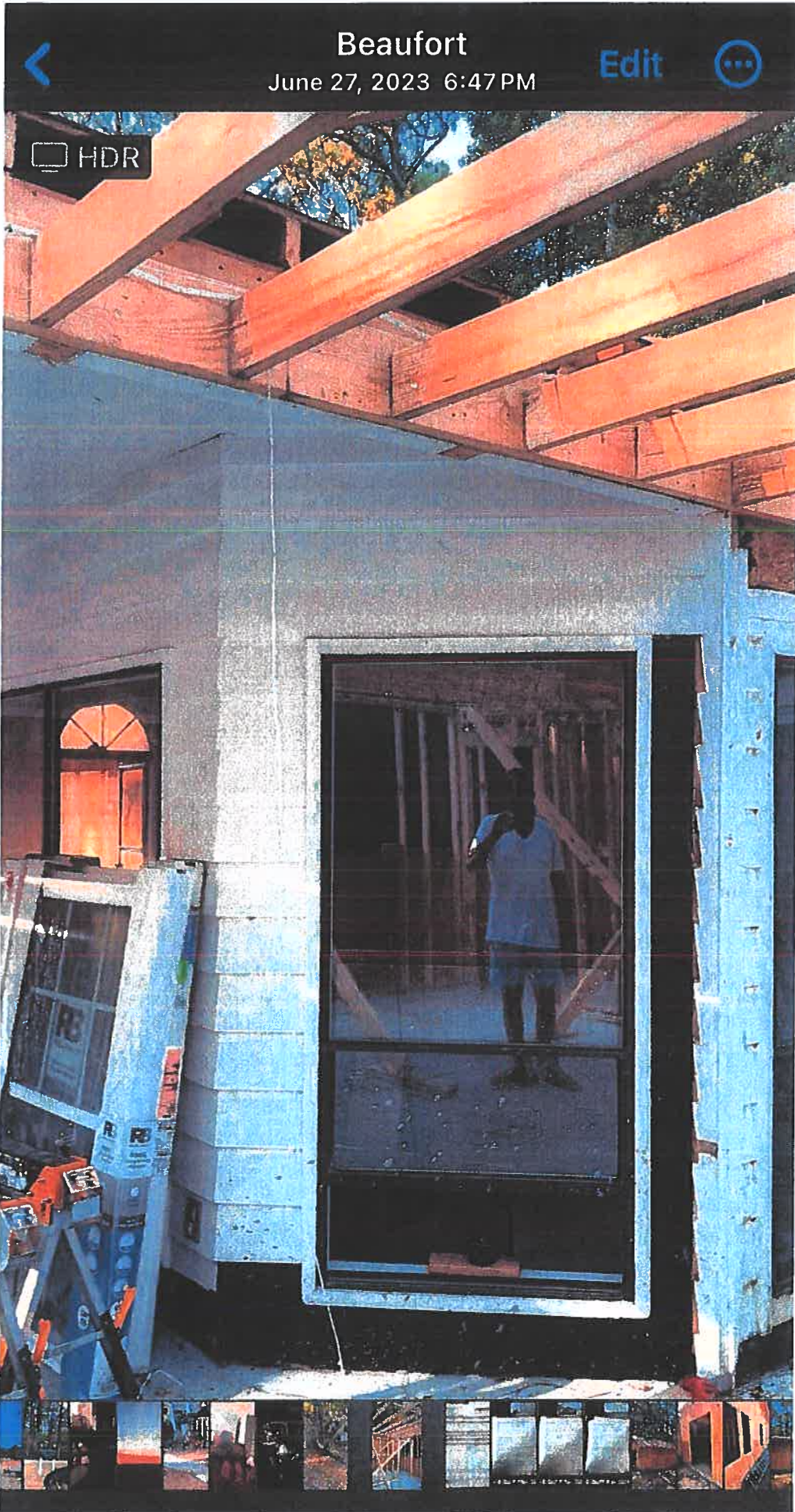
Exhibit P - 3 - Photographs of Construction

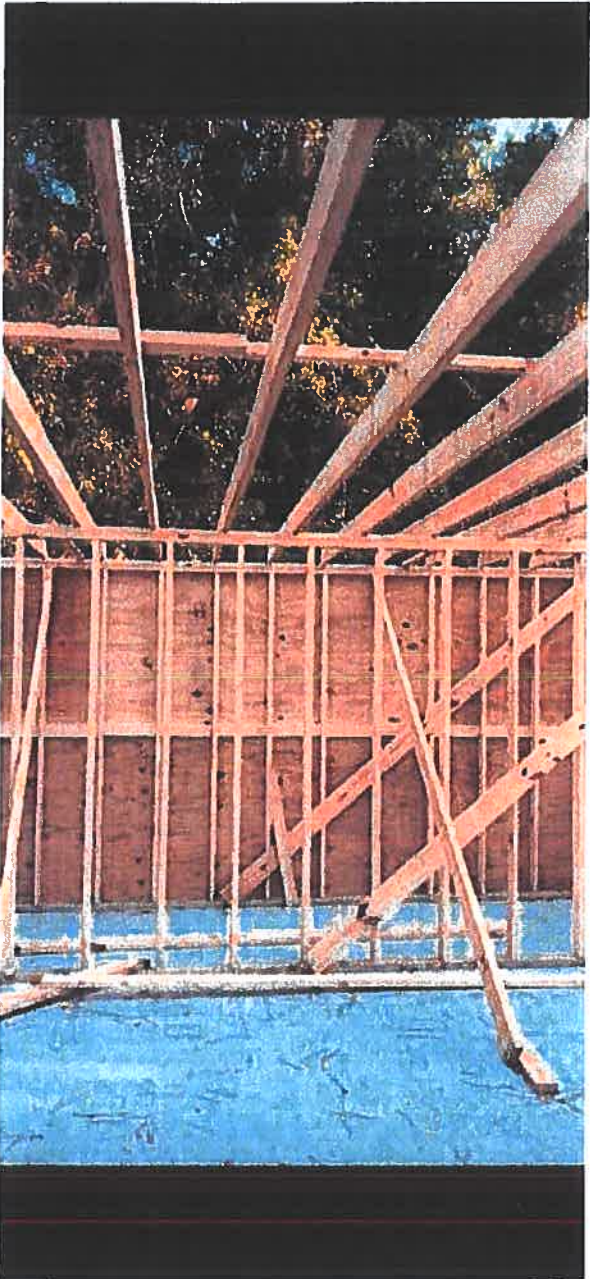
Saved Today

Select ... X

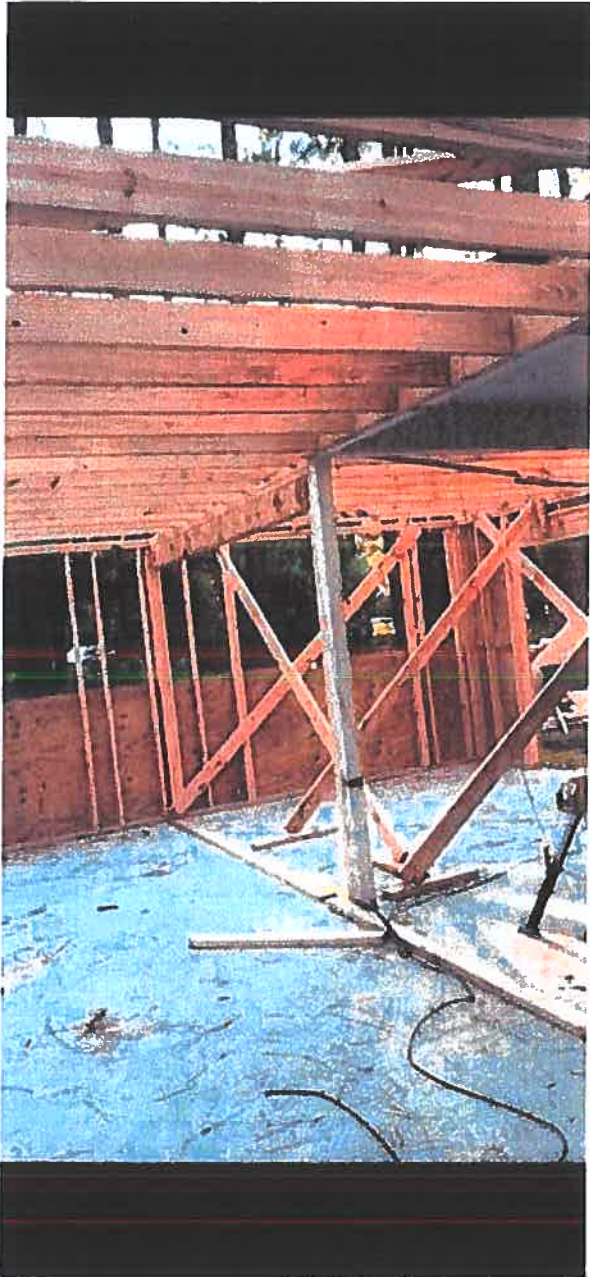


P-3
1/7





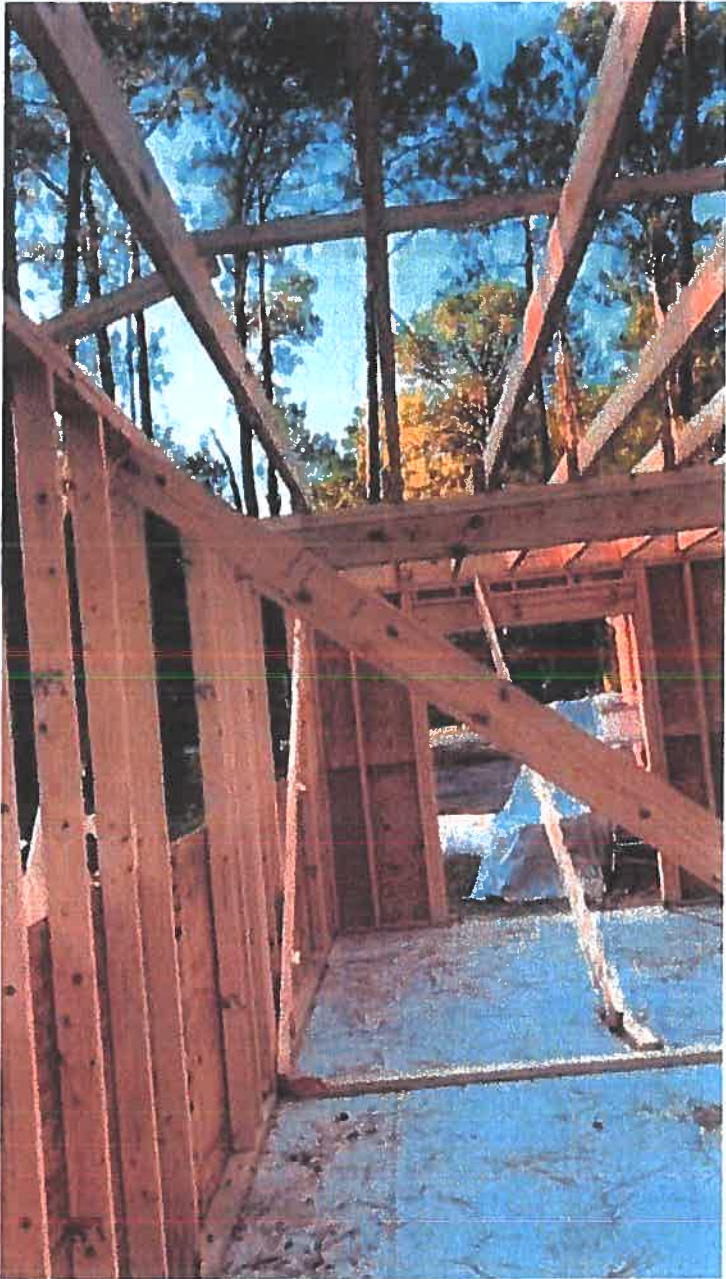




P-3
5/7

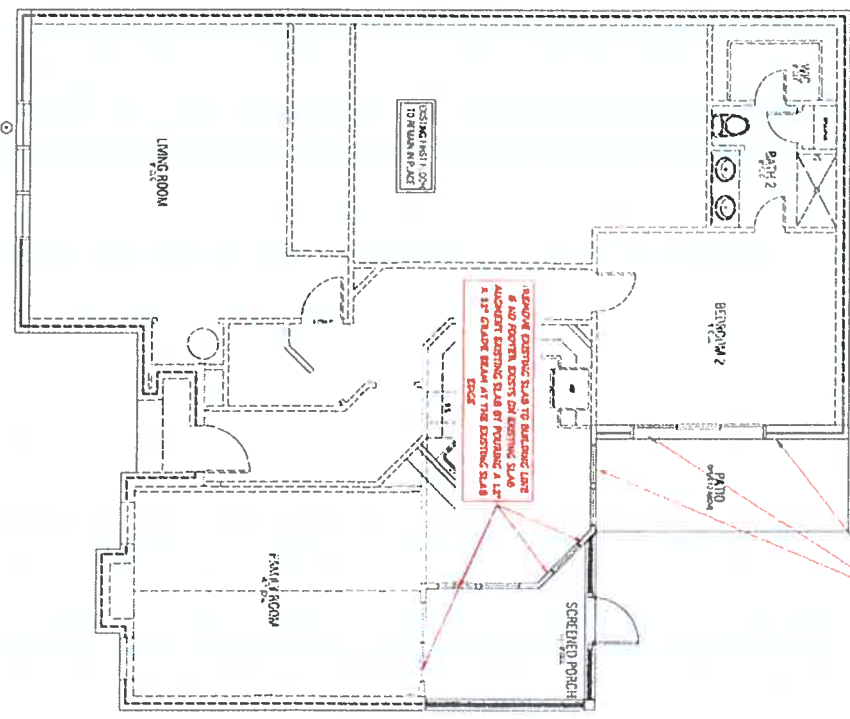


P-3
6/7

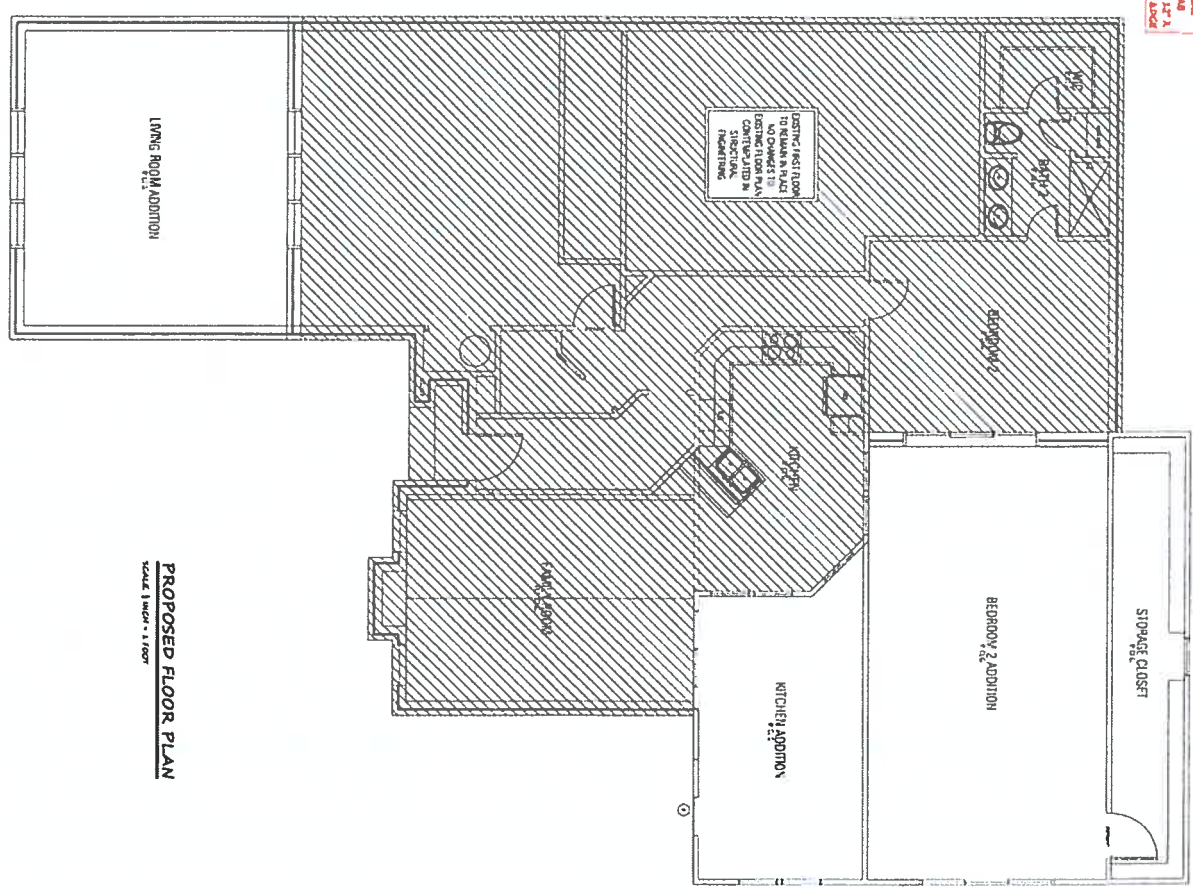


P-3
717

Exhibit P-6 - Building Permit



EXISTING FLOOR PLAN
SCALE 1/8" = 1'-0"



PROPOSED FLOOR PLAN
SCALE 1/8" = 1'-0"

P-6
2/11

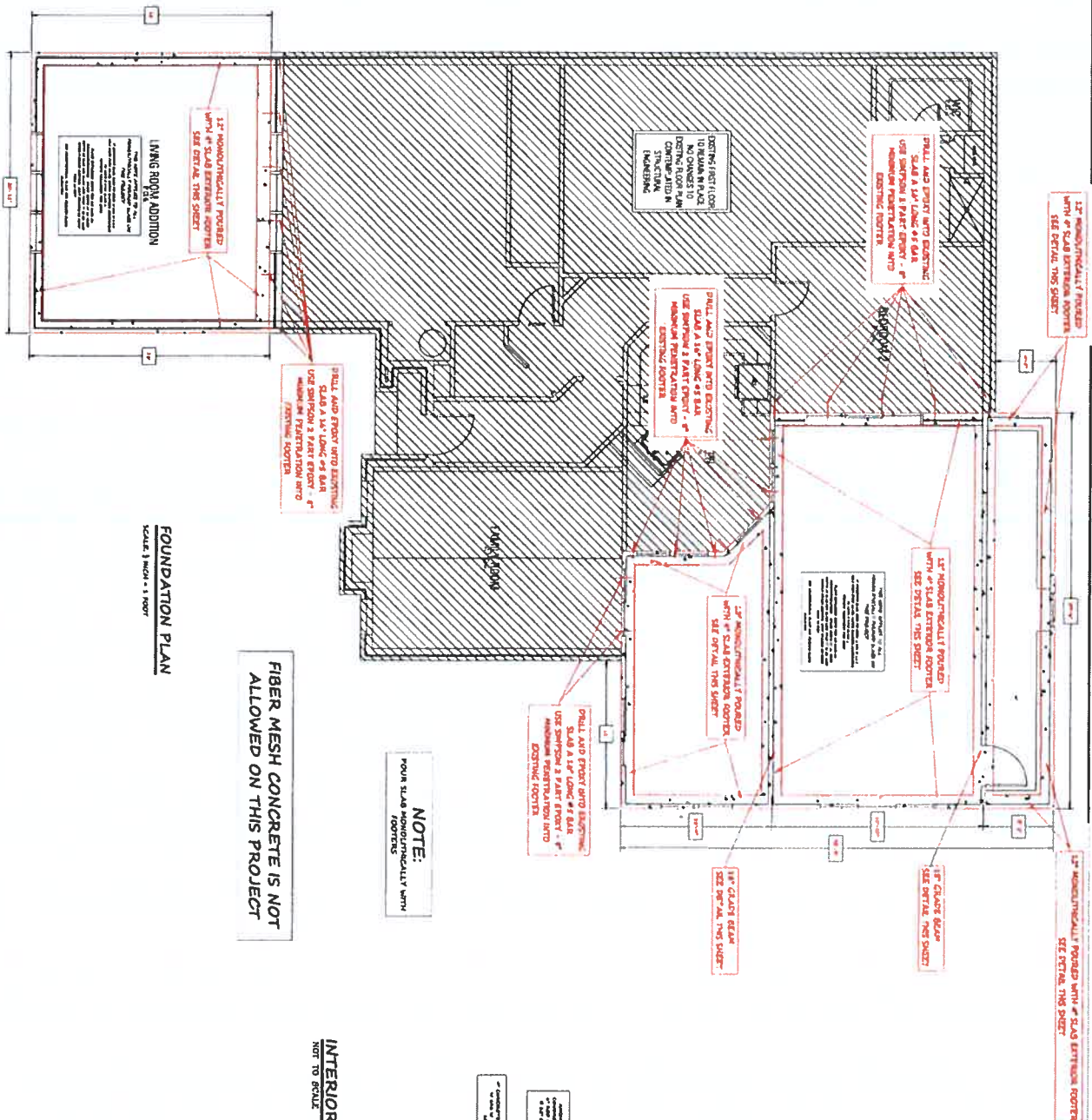
COPYRIGHT 2023 BY STEVE MITCHELL, P.E. THESE PLANS ARE FOR A ONE TIME USE. STEVE MITCHELL, P.E. RETAINS ALL INTELLECTUAL RIGHTS TO DESIGN AND THESE PLANS MAY NOT BE MODIFIED AND/OR REUSED ON ANOTHER PROJECT WITHOUT WRITTEN PERMISSION OF STEVE MITCHELL, P.E.

S2
 DATE: 8/13/2023

HAMZAQI RESIDENCE ADDITION
1 ROYAL PINES BOULEVARD
LADY'S, SC
29907
69

REVISIONS	
DATE	CHANGE

STEVE MITCHELL, P.E.
 4328 N. 40TH STREET
 PHOENIX, AZ. 85018
 bscusa@gmail.com
 (843) 443-2177

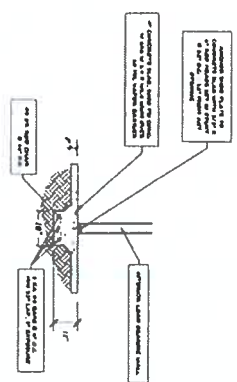


FOUNDATION PLAN
SCALE: 1/8" = 1'-0"

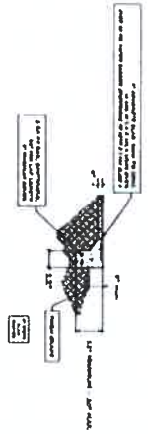
FIBER MESH CONCRETE IS NOT ALLOWED ON THIS PROJECT

NOTE:
YOUR SLAB MONITORING WITH FIBER MESH

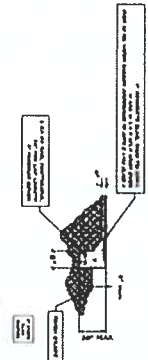
INTERIOR LOAD BEARING WALL DETAIL
NOT TO SCALE



12\"/>



STEPS SLAB FOOTER DETAIL



P-6
3/11

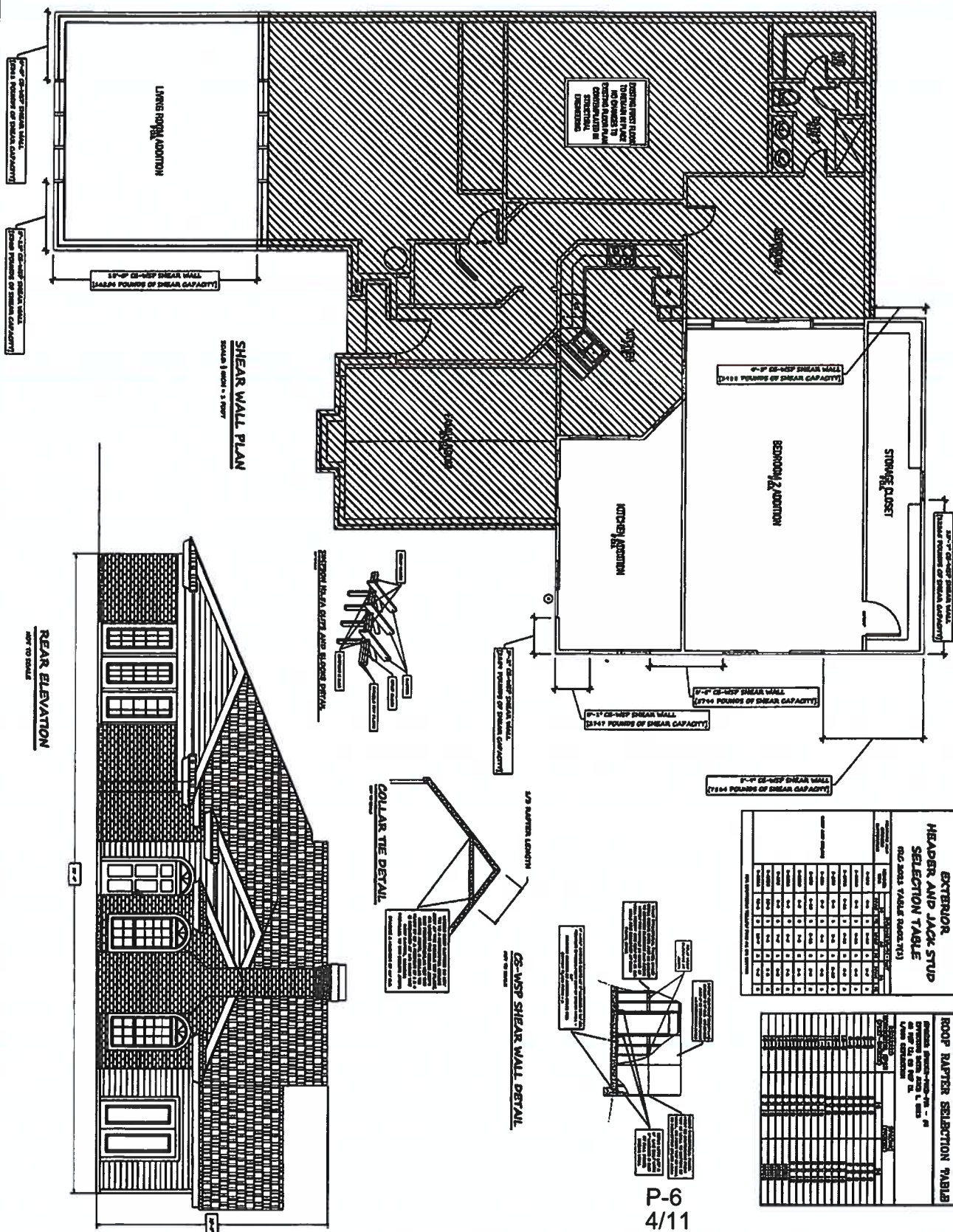
COPYRIGHT 2023 BY STEVE MITCHELL, P.E. THESE PLANS ARE FOR A ONE TIME USE STEVE MITCHELL, P.E. RETAINS ALL INTELLECTUAL RIGHTS TO DESIGN AND THESE PLANS MAY NOT BE MODIFIED AND/OR REUSED ON ANOTHER PROJECT WITHOUT WRITTEN PERMISSION BY STEVE MITCHELL, P.E.

ST3

HAMZAOUI RESIDENCE ADDITION
1 ROYAL PINES BOULEVARD
LADY'S, SC
29907

REVISIONS	
DATE	CHANGE

STEVE MITCHELL, P.E.
4328 N. 40TH STREET
PHOENIX, AZ. 85018
bsusa@gmail.com
(843) 441-2177



EXTERIOR HEADER AND JACK STUD SELECTION TABLE
 PER 2023 TABLE (RHS) (1)

Span (ft)	2x8		2x10		2x12	
	W	D	W	D	W	D
10	16	16	16	16	16	16
12	16	16	16	16	16	16
14	16	16	16	16	16	16
16	16	16	16	16	16	16
18	16	16	16	16	16	16
20	16	16	16	16	16	16
22	16	16	16	16	16	16
24	16	16	16	16	16	16
26	16	16	16	16	16	16
28	16	16	16	16	16	16
30	16	16	16	16	16	16

ROOF RAFTER SELECTION TABLE
 PER 2023 TABLE (RHS) (2)

Span (ft)	2x8		2x10		2x12	
	W	D	W	D	W	D
10	16	16	16	16	16	16
12	16	16	16	16	16	16
14	16	16	16	16	16	16
16	16	16	16	16	16	16
18	16	16	16	16	16	16
20	16	16	16	16	16	16
22	16	16	16	16	16	16
24	16	16	16	16	16	16
26	16	16	16	16	16	16
28	16	16	16	16	16	16
30	16	16	16	16	16	16

P-6
4/11

Exhibit P-7 - Notice Of Trespass

BEAUFORT COUNTY SHERIFF'S OFFICE

TRESPASS AFTER NOTICE

This is a formal notice of trespass. The property owner or agent has requested the Beaufort County Sheriff's Office to issue a Trespass Notice to you. You are hereby formally notified of their intent of prosecution if you return to this property.

Date: 7-1-25

Subject Name: ELMER, JAMES

Address: 10000 1st St, Beaufort, NC 28520

D.O.B.: 1-15-56 S.S.#: 248-95-5045 Race B Sex M

D.L./I.D.# 242710-7 State NC

Comp./Business Name: ELMER, JAMES

Address: 10000 1st St, Beaufort, NC 28520

South Carolina State Statute 16-11-620

Entering premise after warning or refusing to leave on request: jurisdiction and enforcement.

Any person who, without legal cause or good excuse, enters into the dwelling house, place of business, or on the premise of another person after having been warned not to do so or any person who, having entered into the dwelling house, place of business or on the premise of another person without having been warned fails and refuses, without good cause or good excuse, to leave immediately upon being ordered or requested to do so by the person in possession or his agent or representative shall, on conviction be not fined more than two hundred twenty five dollars (\$225.00) or imprisoned for not more than thirty (30) days

I forbid the above listed subject to enter or be about the above property, and will prosecute said subject if he/she is about the property. I attest that I am the property owner, or acting as representative or agent for said property owner.

Signature of Property Owner _____

I affirm that I have received a copy of this notice.

Signature of Subject James Elmer

Witness [Signature] Case Officer D/S [Signature]

BCSO Case Number 235-13319

P-7

Exhibit P-8 - Business License

PTC 1020471

S.C. Residential Builders Commission

Issues a Specialty Contractor registration to:

RUGER EUGENE GREEN

This card does not allow this individual to build a home addition or perform structural work without a Builder or GC supervision. Is authorized to perform in (one or more following Classification(s)) of: CARPENTRY, ROOF COVERING, ROOFING

24 RUSH LN
WALTERBORO SC 29488
REG. NO: 61683
Effective Date: 09/04/2023
Expires: 06/30/2025


Specialty Contractor Registration
S.C. Residential Builders Commission

P-8

Exhibit P-9 - Email

(Response Needed) Refund Request | 1 Royal Pines Blvd. Beaufort SC

Ruger Green <greenruger08@gmail.com>
To: Yolanda Hamzaoui <yhamzaoui@aflcio.org>
Cc: xtp1060@icloud.com

Mon, Aug 7, 2023 at 10:28 PM

I think it's perfect.

On Thu, Jul 20, 2023, 3:26 PM Yolanda Hamzaoui <yhamzaoui@aflcio.org> wrote:

Dear Mr. Green,

On March 18, 2023, I entered into a contract with your company to complete the [1 Royal Pines Blvd, Beaufort, SC](#) project.

Unfortunately, the work was left unfinished, due to my concerns about your honesty and your neglect to share information about your license and insurance in Beaufort County South Carolina, in addition to the uninsured 3rd party contractor that was not your direct employee hired to work on my property.

I am asking for a refund of \$12,982.20 representing the charge for the unfinished framework.

You can contact me at xtp1060@icloud.com, to discuss and arrange for my refund.

I look forward to settling this matter amicably. If, however, you choose not to rectify my concerns for the refund by July 30, 2023, I will consider taking further action to resolve the complaint through the Beaufort County Court system.

Best,

Hicham Hamzaoui

Defendants' Trial Exhibits

Exhibit D-1- Tax Record

D-1



Beaufort County, South Carolina

generated on 1/9/2024 2:06:24 PM

ELECTRONICALLY FILED - 2025 Sep 29 3:04 PM - BEAUFORT - COMMON PLEAS - CASE#2023CP0701526

Property ID (PIN)	Alternate ID (AIN)	Parcel Address	Data refreshed as of	Assess Year	Pay Year
R200 010 00B 0256 0000	00250356	1 ROYAL PINES BLVD, <i>Beaufort SC 29907</i>	1/5/2024	2023	2024

Current Parcel Information

Owner	HUME-FOLK NANCCII	Property Class Code	ResImp SingleFamily
Owner Address	191 PARK AVE YONKERS NY 10701	Acreage	1.0900

Legal Description LOT 8-34 ROY PINES CTRY CLB PB53 P16A

Historic Information

Tax Year	Land	Building	Market	Taxes	Payments
2023	\$56,500	\$265,900	\$322,400	\$3,796.26	\$0.00
2022	\$42,200	\$170,000	\$212,200	\$3,486.09	\$3,486.09
2021	\$42,200	\$170,000	\$212,200	\$3,379.96	\$3,379.96
2020	\$42,200	\$170,000	\$212,200	\$3,266.44	\$3,266.44
2019	\$42,200	\$170,000	\$212,200	\$3,223.25	\$3,223.25
2018	\$42,200	\$170,000	\$212,200	\$3,053.41	\$3,053.41
2017	\$40,000	\$138,900	\$178,900	\$2,769.18	\$2,769.18
2016	\$40,000	\$138,900	\$178,900	\$2,711.57	\$2,711.57
2015	\$40,000	\$138,900	\$178,900	\$2,592.47	\$2,592.47
2014	\$40,000	\$138,900	\$178,900	\$2,521.88	\$2,521.88
2013	\$40,000	\$138,900	\$178,900	\$2,438.29	\$2,438.29

Sales Disclosure

Grantor	Book & Page	Date	Deed	Vacant	Sale Price
O'LEARY JAMES J JANE T JTROS	780 2260	5/23/1995	Fu		\$125,000
TREMBLAY RICHARD P JANICE	514 1314	9/1/1988	Fu		\$105,000

COASTAL CONTRACTORS INC	484 603	8/1/1987	Fu	\$88,900
INGRAM J L ALBERTA S	433 1064	10/1/1985	Fu	\$18,500
INGRAM J L ALBERTA S	183 63	1/1/1980	Ot	\$0
		12/31/1776	Or	\$0

Improvements

Building	Type	Use Code Description	Constructed Year	Stories	Rooms	Square Footage	Improvement Size
R01	DWELL	Dwelling	1987	1.0	01	1,821	

ELECTRONICALLY FILED - 2025 Sep 29 3:04 PM - BEAUFORT - COMMON PLEAS - CASE#2023CP0701526

Exhibit D-2 - Deed

2261

This is the identical property conveyed James J. O'Leary and Jane T. O'Leary by deed of Richard P. Tremblay and Janice Tremblay, recorded in the office of the RMC for Beaufort County, South Carolina, in Deed Book 514 at Page 1314, on September 23, 1988.

The within deed was prepared in the law offices of Dukes, Williams, Infinger & Meeks, P.A., 1105 Bay Street, P. O. Drawer 1027, Beaufort, South Carolina 29901, by Raymond H. Williams, Esquire.

R200 10B 256

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the said NANCII HUME-FOLK, her heirs and assigns forever, in fee simple, and I do hereby bind myself and my Heirs, Executors and Administrators, to warrant and forever defend all and singular the said premises unto the said NANCII HUME-FOLK, as hereinabove provided against me and my Heirs and any person or persons whomsoever lawfully claiming, or to claim the same, or any part thereof.

WITNESS my Hand and Seal this 23rd day of May in the year of our Lord one thousand nine hundred ninety five and in the

2262

two hundredth and nineteenth year of the Sovereignty and Independence of the United States of America

SIGNED, SEALED & DELIVERED IN THE PRESENCE OF:

Debra Hart
1ST WITNESS

James J. O'Leary
JAMES J. O'LEARY

[Signature]
2ND WITNESS/NOTARY

James T. O'Leary
JAMES T. O'LEARY

STATE OF MASSACHUSETTS)
COUNTY OF _____)

PERSONALLY appeared before me the Undersigned and made oath that she saw the within-named JAMES J. O'LEARY AND JANE T. O'LEARY sign, seal, and as their act and deed, deliver the within written Deed for the uses and purposes therein mentioned and that she, with the other witness subscribed above witnessed the execution thereof.

SWORN TO BEFORE ME THIS
23 DAY OF MAY, 1995.

James J. O'Leary
1st Witness
NOTARY PUBLIC FOR MASSACHUSETTS
MY COMMISSION EXPIRES _____



Dukes 3826

2263

FILED AT	BEAUFORT COUNTY S.C.	RECORDED IN FOLDER
11:55	780	
CLOCK	WY 3 1 880	7860
A. H.	<i>J. Sullivan</i>	
REGISTER OF MARRIAGES		

RECORDED THIS *9th* DAY
 OF *July* 19 *95*
 IN BOOK *A.B.* PAGE *578*
Wm. A. Shaw Jr.
 AUDITOR, BEAUFORT COUNTY, S.C.

Exhibit D-3 - Probate Filing

HICHAM HAMZAOU

Summary of Expenses

Probate for Nanccii Hume Folk

ITEM	TOTAL
Project Material Expenses	\$80,779.08
Per Diem/Housing/Wages	\$76,877.56
Contractor	
Joel Alexander Velasquez Marín	\$82,500.00
RE Green Construction	\$34,500.00
Total Expenses	\$274,656.64
Amount Paid	-\$150,000.00

Total Claim \$124,656.64

D-3

FILED
2024 SEP -3 AM 11:30
PROBATE COURT
BEAUFORT COUNTY SC

Home Improvement Services Agreement

This Services Agreement was entered into as of August 10, 2023, by the Homeowner Hicham Hamzaoui and Handyman Joel Alexander Velasquez Marin.

FILED
 2024 SEP -3 AM 11:31
 PROBATE COURT
 BEAUFORT COUNTY, SC

Contractor

Joel Alexander Velasquez Marin
 2410 Alston Ave Apt. 102
 North Charleston, SC 29406

Homeowner

Hicham Hamzaoui
 1 Royal Pines Blvd, Beaufort, SC 29907

- Services.** Hicham Hamzaoui agrees to provide and Joel Alexander Velasquez Marin agrees to perform the following services for the specific projects described below.

Description of Services	Price per Project
Roofing 3200 square feet	\$12,500.00
Siding 900 square feet	\$2,500.00
Installing windows and doors	\$2,000.00
Installing Bricks	\$4,500.00
Installation Drywall, Paint, Insulation	\$20,000.00
Storage & Outside Paint	\$5,000.00
Base Board	\$2,000.00
Door & Windows Paint	\$1,000.00
Cleaning	\$800.00
Framing	\$12,000.00
Flooring	\$6,000.00
Kitchen Demolition and Renovation	\$10,000.00
Driveway - 1800 Sq.Ft.	\$4,200.00
Total For Labor	\$82,500.00

- Payment.** Payment for the services will be by:

- | | |
|------------------------------------------|-----------------------------------------------|
| <input checked="" type="checkbox"/> Cash | <input type="checkbox"/> Money order |
| <input type="checkbox"/> Personal check | <input type="checkbox"/> Credit or debit card |
| <input type="checkbox"/> Cashier's check | <input type="checkbox"/> Wire transfer |

3. Responsibilities

Joel Alexander Velasquez Marín shall provide labor to complete the services and complete the work at the Client's home address 1 Royal Pines Blvd, Beaufort, SC and Hicham Hamzaoui will be solely responsible for providing all necessary materials, and supplies. Entire Agreement

This Contract represents the entire agreement between the parties and supersedes any prior agreement or understanding, written or oral, relating to the subject matter hereof.

No amendment, modification or waiver of any provision of this Contract shall be effective unless in writing and signed by both parties. No waiver of any provision shall constitute a waiver of any other provision or of the same provision on a future occasion.

4. Acceptance

The undersigned parties hereby agree that they have read and understood the full contents of this Handyman Contract and its attachments, and hereby agree to its terms and conditions.


This Contract will become effective on the date specified, and all parties agree to abide by and uphold its conditions at all times.

The parties further agree to take all necessary steps to ensure that the contract is enforced to its fullest extent.

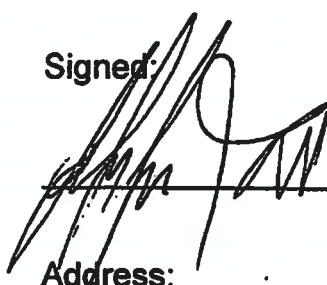
Joel Alexander Velasquez Marín

Hicham Hamzaoui

Signed:



Signed:


Address:


Address:

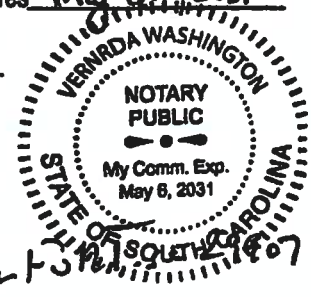
2410 A Lston AVZ APT 102
NORTH CHARLOTTE SC 28406

1 Royal Pines Blvd Beaufort SC 29516

Date: 15-08-23

Certified To Be A True Copy

Subscribed and sworn to before me this
15th day of August, 2023

Notary Public
My Commission Expires May 14th, 2031



Residential

CONSTRUCTION, LLC

Licensed • Insured • Bonded

Commercial

Residential



Commercial

Custom Cabinets • Mini Get-Away Houses • Flooring • Roofing • Siding
Kitchen Remodeling • Porches • Decks • Remodeling Construction/Demolition

Contractor - **Ruger E. Green**
704-777-3957 greenruger@gmail.com
24 Bish Ln. Walterboro, SC 29488

We Specialize In

Custom Cabinets *Mini Get-Away Houses * Flooring * Roofing * Siding
Kitchen Remolding * Porches * Decks * Remolding Construction *

PROPRATE COUNTY
BEAUFORT COUNTY, SC

2024 SEP -3 AM 11:32

FILED

ELECTRONICALLY FILED - 2025 Sep 29 3:04 PM - BEAUFORT - COMMON PLEAS - CASE#2023CP0701526

Working Contract Proposal

POLICY

#64221873 PH #704-777-3957

contractor: **RUGER E. GREEN** #RB 61683 #INS, BOND

To Mr. Hichham Hamzaoui #202-905-5353
1 Royal Pine Dr. Beaufort, SC

Project Details

Subject: New Addition & Demo W/repairs ~~Home~~ Home

Project 1,141.40 SQ Ft. Foundation Footing & Foundation Slab Installed.
All material will be provided by the contractor.

- Foundation footing/ slab pour w/rebars/ slick or brown finish/ all anchor bolts installed.
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- Framing work 1,141.40 Sq Ft. Customer will provide all the material. All plates installed top/ bottom w/erect walls, header installed for all windows and doors/ hurricane. Straps installed as needed.
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*Labor cost: 24,950.00

Total Cost For Project: 55,000.00

Customer: _____

Contractor: _____

Date: _____

Residential

CONSTRUCTION, LLC

Licensed • Insured • Bonded

Residential



Commercial

Custom Cabinets • Mini Get-Away Houses • Flooring • Roofing • Siding
Kitchen Remodeling • Porches • Decks • Remodeling Construction/Demolition

Contractor - **Ruger E. Green**

704-777-3957 | greenruger@gmail.com

24 Bish Ln. Walterboro, SC 29488

Commercial

PROBATE COURT
BEAUFORT COUNTY, SC
2024 SEP -3 AM 11:32
FILED

ELECTRONICALLY FILED - 2025 Sep 29 3:04 PM - BEAUFORT - COMMON PLEAS - CASE#2023CP0701526

Contractor: Ruger E. Green #61683 #704-777-3957 *INS: BOND POLICY # 64721873*
Customer: Mr. Hicham Hamzaout #202-905-5353

Site Address: 1 Royal Pine Dr. Beaufort, SC 29446

Details of Project: Total Sq Ft. 1141.40- 2 separate slab concrete installed. Building and inclose both concrete slab with roof installed on both. Contractor will provide all material and labor to install both concrete slabs. Customers will provide all material needed to framing/ roofing/ ~~floor~~ the home. *AND BRICKING*

Cost of Project: 55,000.00

Cost of Material: Customer will provide all material needed to complete the project (not to concrete slab).

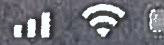
Amount Paid: Customer agrees to pay contractor 18,333.33 upfront to start project.

Please read the terms and condition statements below

- Customers can terminate this contract if work is not performed to customer's satisfaction. No refund will be given on any completed work.
- Contractor can terminate this contract when/if changes are made or additional work is added that was not a part of the original agreement. This does not apply to additions that are agreed upon between contractor and customer.
- Customer agrees to pay for material before the start of the above project. This payment is due when both customer and contractor agree on the cost of all material and labor.
- Customer agrees to pay 1/3 of the total labor cost. This payment is due the same day of any work performed. Customer and contractor will agree on the amount that is to be paid.
- Customer agrees to pay the contractor another 1/3 of the project's cost after half of the work has been performed.
- Customer agrees to pay the contractor the remaining balance after all work has been performed and completed.
- The Estimated project is about three months, Incase of inclement weather outside work will be postponed to a minimum.

Customer: *X Hicham Hamzaout*
Contractor: *Ruger E. Green*
Date: *03-18-2025*

6:12



[Back](#)

Order Details

FILED

P-3 AM 11:39

DATE COURT
DET CO 01/1/00

Saturday, Jul 8, 2023

Invoice #: 1818

Total: \$2,880.70

63 Items



Scheduled Delivery

63 Items

Scheduled Delivery Date:

Delivered Sunday, Jul 9, 2023

Delivered



GAF Timberline Hdz Hickory	Qty: 63
Laminated Architectural Roof	
Shingles (33.33-sq ft per Bundle)	\$2,613.24
Unit Price: \$41.48 each	

[Write a Review](#)

[Buy It Again](#)

Deliver to:

HICHAM HAMZAOU I

1 Royal Pines Blvd, BEAUFORT, SC 29907



Shop



My Lists

100



Cart



Wallet



Account

ELECTRONICALLY FILED - 2025 Sep 29 3:04 PM - BEAUFORT - COMMON PLEAS - CASE#2023CP0701526

6:12



[Back](#)

Order Details

Tuesday, Jun 13, 2023

Invoice #: 92533

Total: \$11,976.70

1066 Items



Scheduled Delivery (1 of 5)

12 Items

Scheduled Delivery Date:

Delivered Thursday, Aug 31, 2023

Delivered



Warrior Roofing 36-in x 72-ft
216-sq ft Felt Roof Underlayment
Unit Price: \$29.31 each

Qty: 12

\$351.72

[Write a Review](#)

[Buy It Again](#)

Deliver to:

hicham hamzaqui

1 Royal Pines Blvd, BEAUFORT, SC 29907



Shop



My Lists



101 Cart



Wallet



Account

ELECTRONICALLY FILED - 2025 Sep 29 3:04 PM - BEAUFORT - COMMON PLEAS - CASE#2023CP0701526

102

6:12



Back

Order Details

ED

AM 11:39

E COURT
COUNTY, SC

Wednesday, May 3, 2023

Invoice #: 83858

Total: \$83.22

6 Items



Picked Up

6 Items

Picked up from:

Beaufort Lowe's
207 Robert Smalls Pkwy
Beaufort, SC 29906

Pickup Complete



Minwax PolyShades Oil-based Pecan Semi-transparent Gloss Interior Stain (Half-pint)

Qty: 1

\$11.38

Loc % Off Discount: -\$0.60

Buy It Again



Elida Ceramica Coral Light 12-in

Qty: 5



Shop

My Lists

102

Cart

Wallet

Account

ELECTRONICALLY FILED - 2025 Sep 29 3:04 PM - BEAUFORT - COMMON PLEAS - CASE#2023CP0701526

61

6:12



Back

Order Details

Wednesday, Mar 22, 2023

Invoice #: 70507|70506

Total: \$1,252.62

31 Items

2024 SEP -3 AM 11:39

FILED



Picked Up

31 Items

Picked up from:

Beaufort Lowe's
207 Robert Smalls Pkwy
Beaufort, SC 29906

Pickup Complete



QS WESTEND APPLE 16.12-SQ FT

Qty: 31

Unit Price: \$38.12 each

\$1,181.72

Lcd % Off Discount: -\$62.31

[Write a Review](#)



Shop



My Lists



103 Cart



Wallet



Account

ELECTRONICALLY FILED - 2025 Sep 29 3:04 PM - BEAUFORT - COMMON PLEAS - CASE#2023CP0701526

62

6:11



Back

Order Details

Friday, Feb 10, 2023

Invoice #: 85235|85234

Total: \$1,535.47

38 Items



Picked Up

38 Items

Picked up from:

Beaufort Lowe's
207 Robert Smalls Pkwy
Beaufort, SC 29906

Pickup Complete



QS WESTEND APPLE 16.12-SQ FT Qty 38
Unit Price: \$38.12 each \$1,448.56
Lot % Off Discount: -\$76.38

[Write a Review](#)



Home

Wishlist 104

Cart

Wallet

Account

FILED

EP -3 AM 11:30

70 DAYE COURT
PORT COUNTY, SC

ELECTRONICALLY FILED - 2025 Sep 29 3:04 PM - BEAUFORT - COMMON PLEAS - CASE#2023CP0701526

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New iMessage

To:

ok

i'll let you know the cost of
monday and come by and get
the payment

Yes sir

Jul 3, 2023 at 1:52 PM

The dumpster was over 4700
lbs. The price is \$595
\$350 2 day rental
\$75 delivery fee
\$170 over weight fees

Ok I'll get you cash tomorrow

Jul 3, 2023 at 3:18 PM

i can get it thursday have a
great 4th



iMessage



Handwritten mark

New iMessage

To:

IT's full

i'm getting it today

Jul 13, 2023 at 1:32 PM

That dumpster weighed
. It was the heaviest i
have hauled

Your bill on this one is \$975
\$475 5-7 rental
\$75 delivery fee
\$425 in over weight charges

Ok thanks

Jul 15, 2023 at 12:58 PM

Let me know when you're
picking up the money

On Monday



iMessage



Handwritten mark

1:37



New iMessage

To:

Aug 1, 2023 at 11:47 AM

Will you need the dumpster returned?

I have another customer interested i. it but it's yours first if you need it

Aug 2, 2023 at 10:59 AM

This is \$715

Aug 2, 2023 at 12:06 PM

Ok stop by tomorrow

ok thank you

Aug 3, 2023 at 8:19 AM

What time will you be there today ?

I'm here



iMessage



New iMessage

To:

Give me 5

ok

Aug 18, 2023 at 5:03 PM

The total is \$975 on this dump.
almost 11,000 lbs

Aug 19, 2023 at 5:14 PM

Ok

I'll see you Monday

ok

Aug 22, 2023 at 9:31 AM

can i come by and get payment

Aug 24, 2023 at 4:13 PM

i'm back in town are you at the house



iMessage

2024 SEP -3 AM 11:37

FILED

ELECTRONICALLY FILED - 2025 Sep 29 3:04 PM - BEAUFORT - COMMON PLEAS - CASE#2023CP0701526

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Exhibit D-4 - Expense Summary

Residential



Commercial

Residential



Commercial

Custom Cabinets • Mini Get-Away Houses • Flooring • Roofing • Siding
Kitchen Remodeling • Porches • Decks • Remodeling Construction/Demolition

Contractor - Ruger E. Green
704-777-3957 greenruger@gmail.com
24 Bish Ln. Walterboro, SC 29488

We Specialize In

Custom Cabinets * Mini Get-Away Houses * Flooring * Roofing * Siding

Kitchen Remolding * Porches * Decks * Remolding Construction *

Policy

contractor: RUGER E. GREEN #RB 616 83 #INS. BOND [REDACTED] PH #704-777-3957

Working Contract Proposal

FINAL INVOICE

CUSTOMER: MRS. NANCCIE HOME-FOLK
PO MR. HICHAM HANZAOUIS
1 ROYAL PINE BLV.
BEAUFORT, SC. 29907

TOTAL AMOUNT DUE: \$55,000.00
OWNER: MR. NANCCIE HOME FOLK
191 PARK AVE
YONKERS, NY. 10701

These ARE paid 15,000.00
The amount paid 3,333.00
THAT WAS paid 6,000.00
which AUTOMATICALLY paid 10,000.00
\$34,333.00
VOID CONTRACT!

THE REMAINING BAL IS DUE
IMMEDIATELY THANK YOU!
AND ADVANCED! \$20,667.00

Customer: X
Contractor: [Signature]
Date: 07/12/2023

D-4
112

ELECTRONICALLY FILED - 2025 Sep 29 3:04 PM BEAUFORT - COMMON PLEAS - CASE#2023CP0701522

RECEIPT

DATE 04/06/2023

FROM Mr. Hisham Hamza Adoua

Three thousand Three hundred Thirty Three

FOR Down party

Amount of Account	<u>55,000.00</u>
Amount of Paid	<u>18,333.00</u>
Balance Due	<u>\$36,667.00</u>

- CASH
- CHECK
- MONEY ORDER
- CREDIT CARD

FROM Hisham
BY [Signature]

DEPOSIT RECORD

DEPOSIT ENTERED BY CHECK #	DATE <u>06-02-2023</u>
NO. <u>LNK</u>	CURRENT 3
NUMBER OF CHECKS DEPOSITED	CHECKS
	TOTAL DEPOSIT <u>10,000.00</u>

Personal Check nr.
Hicham & wife Ylmalia Acct.
1 ROYAL PINE BLVD.

RECEIPT

DATE 06-26-2023

FROM Mr. Hisham Hamzaoui

\$10,000.00

TEN thousand 00/100 DOLLARS

FOR partial pmty on ROOF + WALL INSTALLATION

Amount of Account	<u>31,932.20</u>
Amount of Paid	<u>10,000.00</u>
Balance Due	<u>8,950.00</u>

- CASH
- CHECK PERSONAL
- MONEY ORDER
- CREDIT CARD

FROM [Signature] TO [Signature]
BY [Signature]

RECEIPT

DATE 03-18-2023

FROM Mr. Hicham Hamzaoui

\$15,000.00

_____ DOLLARS

FOR _____

Amount of Account	
Amount of Paid	<u>15,000.00</u>
Balance Due	

- CASH
- CHECK
- MONEY ORDER
- CREDIT CARD

FROM _____ TO _____
BY _____

RECEIPT

DATE 06/10/2023

FROM R.E. Green's Construction LLC.

No. 2560
pd.

\$6,000.00

SIX thousand 00/100 DOLLARS

FOR RE RETING WALLS ROOF Down party.

Amount of Account	
Amount of Paid	<u>6,000.00</u>
Balance Due	<u>6,000.00</u>

- CASH
- CHECK
- MONEY ORDER
- CREDIT CARD

FROM USA CONTRACTOR LLC. TO _____
BY _____

0-4
2/2

Certificate of Counsel

The undersigned hereby certifies that the Record on Appeal contains all material proposed to be included by any of the parties and not any other material.

April __, 2026

Hicham Hamzaoui
10705 Tatum Court
Largo, Maryland, 20774
(202) 905-5353
Appellant, Pro Se

RECEIVED

Apr 13 2026

SC Court of Appeals