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SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM AIKEN COUNTY
Court of Common Pleas
Courtney Clyburn Pope, Circuit Judge

App. Case No. 2025-001812

SP of Augusta, LLC,Respondent,

v.

Marilyn Kille,Appellant,

AND

Marilyn Kille,Appellant,

v.

Bradley Plumbing and Heating, Inc., Duraclean Systems Incorporated or North
Augusta and John Does 1 Through 10,Respondents.

RECORD ON APPEAL

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STATE OF SOUTH CAROLINA)	IN THE COURT OF COMMON PLEAS
)	FOR THE SECOND JUDICIAL CIRCUIT
COUNTY OF AIKEN)	
	)	CASE NO.: 2022-CP-02-01563
SP OF AUGUSTA, LLC,)	
)	
Plaintiff,)	
vs.	)	ORDER GRANTING JOINT MOTION TO
	)	DISMISS FOR LACK OF PROSECUTION
MARILYN KILLE,)	
)	
Defendant.)	
_____)	
)	
MARILYN KILLE,)	
)	
Third-Party Plaintiff,)	
vs.)	
)	
BRADLEY PLUMBING AND)	
HEATING, INC.; DURACLEAN)	
SYSTEMS INCORPORATED OR)	
NORTH AUGUSTA AND JOHN DOES)	
1 THROUGH 10,)	
)	
Third-Party Defendants.)	
_____)	

This matter came before the Court upon the Motion of Plaintiff and Counterclaim Defendant SP of Augusta, LLC and Third-Party Defendants Bradley Plumbing and Heating, Inc. and Duraclean Systems Incorporated (hereinafter referred to as the “Parties”), seeking an order granting Dismissal for Lack of Prosecution with Prejudice pursuant to Rules 41(b), S.C.R.C.P. For the reasons set forth herein, the Motion is GRANTED.

PROCEDURAL HISTORY

This case arises from the Parties’ involvement with an August 2021 leak and subsequent remediation of the home of Defendant, Counterclaimant, and Third-Party Plaintiff Marilyn Kille (hereinafter, “Kille”). Plaintiff SP of Augusta, LLC (“SP of Augusta”) filed the original breach of contract Complaint in the Aiken County Magistrate Court on June 8, 2022, following Kille’s refusal

to pay SP of Augusta for its services at the home. Kille filed her Answer, Counterclaim, and Third-Party Complaint and successfully removed the case to the Court of Common Pleas on July 11, 2022. Kille named as Third-Party Defendants Bradley Plumbing and Heating, Inc. (“Bradley”) and Duraclean Systems Incorporated (“Duraclean”). A Second Amended Scheduling Order was filed on April 12, 2024. It ordered mediation to occur by November 16, 2024 and this case eligible for trial after March 16, 2025.

A Consent Order granting the withdrawal of Kille’s counsel was later granted on April 30, 2024 and included a thirty (30) day stay of the case. Kille submitted updates on her case to the Aiken County Clerk of Court, detailing her attempts to seek representation and inability to proceed, allegedly due to her health, which were filed June 6, 2024, July 16, 2024, and August 23, 2024. Kille remains unrepresented.

The Parties attempted to set mediation and provided Kille with multiple dates but Kille declined to participate in mediation on October 31, 2024. Following Kille’s refusal to mediate, a status conference was first requested by Defendants on December 4, 2024. The case was then placed on the April 14, 2025 trial docket but converted to a status conference. Kille sent emails to the Court on March 25, 2025 and April 4, 2025 indicating she has been unable to hire counsel and was unable to appear “*pro se*” at the status conference due to alleged illness. The status conference was held in front of Judge Clyburn Pope on April 14, 2025, with counsel for SP of Augusta, Bradley, and Duraclean in attendance. The Clerk of Court provided notice of the status conference to Kille. Kille did not attend and no attorney appeared on her behalf.

ANALYSIS

Rule 41(b), *SCRCP*, states that a party may move for dismissal of an action or of any claim against him for failure of the adverse party to prosecute or to comply with these rules or any order of the court. Whether an action should be dismissed for failure to prosecute is left to the discretion of the trial court judge, and her decision will not be disturbed, except upon a clear showing of an abuse of discretion. Small v. Mungo, 254 S.C. 438, 442, 175 S.E.2d 802, 804 (1970). A party has the burden of prosecuting her own action, and the trial court may properly dismiss an action for that party's unreasonable neglect in proceeding with her cause. McComas v. Ross, 368 S.C. 59, 62, 626 S.E.2d 902, 904 (Ct. App. 2006). (citing Don Shevey & Spires, Inc. v. Am. Motors Realty Corp., 279 S.C. 58, 60, 301 S.E.2d 757, 758 (1983)). When our supreme court has affirmed dismissal of actions based on a failure to prosecute, the dismissals were imposed to maintain the orderly disposition of cases in the face of repeated warnings to the offending party or multiple opportunities to proceed, and only then upon a finding of unreasonable neglect. Id. (citing Small v. Mungo, 254 S.C. 438, 443, 175 S.E.2d 802, 804 (1970)). Moreover, "it would be anomalous to require a defendant to force or encourage a plaintiff to proceed with his suit." Don Shevey & Spires, 279 S.C. 58, 60, 301 S.E.2d 757, 759 (1983). There is a limit beyond which the court should allow a litigant to consume the time of the court and to prolong unnecessarily time, effort, and costs to defending parties. Georganne Apparel, Inc. v. Todd, 303 S.C. 87, 92, 399 S.E.2d 16, 19 (Ct. App. 1990). "In granting dismissal for failure to prosecute, there must be some showing of indifference to the rights of the defendant." McComas, 368 S.C. at 62-32, 626, S.E.2d at 904.

Kille has proceeded pro se since April 30, 2024. Kille has repeatedly represented to the Court and to Parties that she cannot find representation but that she cannot participate in or schedule the events needed to prosecute this matter. Kille refused to participate in scheduling mediation. Kille

refused to attend the status conference scheduled on April 14, 2025 and ignored the notice she received of the status conference. Based on the foregoing, the Court finds that Kille has failed to carry her burden in prosecuting her claims. The Court finds that, by refusing to mediate or appear in front of this Court, Kille's conduct constitutes unreasonable neglect and pursuant to Rule 41(b), S.C.R.C.P., requires dismissal of all claims asserted by Kille. The Court further finds that Kille has had multiple opportunities to proceed with this case since it was originally filed in June 2022 but her refusal to do so has prolonged unnecessarily the time, effort, and costs of the defending parties, showing an indifference to the rights of the defending parties. Accordingly, the Court finds that Kille has failed to prosecute her Counterclaim and Third-Party Complaint.

CONCLUSION

Accordingly, the Court finds that Kille has failed to prosecute her claims and that Kille's Answer, Counterclaims, and Third-Party Complaint should be dismissed pursuant to Rule 41(b) of the South Carolina Rules of Civil Procedure.

IT IS SO ORDERED!

Presiding Judge, Circuit Court
Second Judicial Circuit

This ___ day of _____, 2025
Aiken, South Carolina



Aiken Common Pleas

Case Caption: Sp Of Augusta Llc , plaintiff, et al VS Marilyn Kille , defendant, et al

Case Number: 2022CP0201563

Type: Order/Dismissal

So Ordered

The Honorable Courtney Clyburn Pope

Electronically signed on 2025-07-18 12:07:59 page 5 of 5

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
COUNTY OF AIKEN) FOR THE SECOND JUDICIAL CIRCUIT
CASE NO.: 2022-CP-02-01563

SP OF AUGUSTA, LLC,
Plaintiff,

**PROPOSED
CONSENT SCHEDULING ORDER**

vs.

MARILYN KILLE,
Defendant.

MARILYN KILLE,
Third-Party Plaintiff,

vs.

BRADLEY PLUMBING AND
HEATING, INC.; DURACLEAN
SYSTEMS INCORPORATED OR
NORTH AUGUSTA AND JOHN DOES
1 THROUGH 10,
Third-Party Defendants.

THIS MATTER comes before the Court at the request of and with the consent of the parties that have appeared in this action for a Scheduling Order pursuant to Rule 16, SCRCP.

IT IS THEREFORE ORDERED that this case is subject to the following schedule:

1. Mediation shall be completed on or before December 4, 2023.
2. This case shall not appear on the jury trial roster before January 29, 2024.

AND IT IS SO ORDERED!

Chief Administrative Judge
Second Judicial Circuit

Dated this ____ day of _____, 2023
_____, South Carolina

WE CONSENT:

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Aiken Common Pleas

Case Caption: Sp Of Augusta Llc , plaintiff, et al VS Marilyn Kille , defendant, et al

Case Number: 2022CP0201563

Type: Order/Scheduling Order

So Ordered

The Honorable Courtney Clyburn Pope

Electronically signed on 2023-02-28 12:29:50 page 3 of 3

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
COUNTY OF AIKEN) FOR THE SECOND JUDICIAL CIRCUIT
) CASE NO.: 2022-CP-02-01563
SP OF AUGUSTA, LLC,)
))
Plaintiff,)
) **PROPOSED**
) **CONSENT SCHEDULING ORDER**
vs.)
))
MARILYN KILLE,)
))
Defendant.)

MARILYN KILLE,)
))
Third-Party Plaintiff,)
))
vs.)
))
BRADLEY PLUMBING AND)
HEATING, INC.; DURACLEAN)
SYSTEMS INCORPORATED OR)
NORTH AUGUSTA AND JOHN DOES)
1 THROUGH 10,)
))
Third-Party Defendants.)

THIS MATTER comes before the Court at the request of and with the consent of the parties that have appeared in this action for a Scheduling Order pursuant to Rule 16, SCRCP.

IT IS THEREFORE ORDERED that this case is subject to the following schedule:

1. Mediation shall be completed on or before December 4, 2023.
2. This case shall not appear on the jury trial roster before January 29, 2024.

AND IT IS SO ORDERED!

Chief Administrative Judge
Second Judicial Circuit

Dated this ____ day of _____, 2023
_____, South Carolina

WE CONSENT:

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Aiken Common Pleas

Case Caption: Sp Of Augusta Llc , plaintiff, et al VS Marilyn Kille , defendant, et al

Case Number: 2022CP0201563

Type: Order/Scheduling Order

So Ordered

The Honorable Courtney Clyburn Pope

Electronically signed on 2023-03-02 13:28:27 page 3 of 3

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOR THE SECOND JUDICIAL CIRCUIT
COUNTY OF AIKEN)	
	)	CASE NO.: 2022-CP-02-01563
SP OF AUGUSTA, LLC,)	
)	
Plaintiff,	)	AMENDED
	)	CONSENT SCHEDULING ORDER
vs.)	
)	
MARILYN KILLE,)	
)	
Defendant.)	
<hr/>		
MARILYN KILLE,)	
)	
Third-Party Plaintiff,)	
)	
vs.)	
)	
BRADLEY PLUMBING AND)	
HEATING, INC.; DURACLEAN)	
SYSTEMS INCORPORATED OR)	
NORTH AUGUSTA AND JOHN DOES)	
1 THROUGH 10,)	
)	
Third-Party Defendants.)	
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THIS MATTER comes before the Court at the request of and with the consent of the parties that have appeared in this action for a Scheduling Order pursuant to Rule 16, SCRCP.

IT IS THEREFORE ORDERED that this case is subject to the following schedule:

1. Mediation shall be completed on or before February 1, 2024.
2. This case shall not appear on the jury trial roster before April 15, 2024.

AND IT IS SO ORDERED!

 Courtney Clyburn Pope
 Chief Administrative Judge
 Second Judicial Circuit

WE CONSENT:

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Heating, Inc.**



Aiken Common Pleas

Case Caption: Sp Of Augusta Llc , plaintiff, et al VS Marilyn Kille , defendant, et al

Case Number: 2022CP0201563

Type: Order/Scheduling Order

So Ordered

The Honorable Courtney Clyburn Pope

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STATE OF SOUTH CAROLINA)
COUNTY OF AIKEN)
))
))
SP OF AUGUSTA, LLC,)
))
Plaintiff,)
))
vs.)
))
MARILYN KILLE,)
))
Defendant.)
_____)
MARILYN KILLE,)
))
Third-Party Plaintiff,)
))
vs.)
))
BRADLEY PLUMBING AND HEATING, INC.,)
DURACLEAN SYSTEMS INCORPORATED OF)
NORTH AUGUSTA, AND JOHN DOES 1)
THROUGH 10,)
))
Third-Party Defendants.)
_____)

IN THE COURT OF COMMON PLEAS
FOR THE SECOND JUDICIAL CIRCUIT
CASE NO.: 2022-CP-02-01563

**CONSENT CONFIDENTIALITY
ORDER**

Whereas, the parties to both this lawsuit and this Consent Confidentiality Order (“parties”), have stipulated that certain discovery material is and should be treated as confidential, and have agreed to the terms of this order; accordingly, it is effective this 31st day of July, 2023, hereby ORDERED:

1. **Scope.** All documents produced in the course of discovery, all responses to discovery requests and all deposition testimony and deposition exhibits and any other materials which may be subject to discovery (hereinafter collectively “documents”) after the date this Order is entered shall be subject to this Order concerning confidential information as set forth below.

2. **Form and Timing of Designation.** Confidential documents shall be so designated by placing or affixing the word “CONFIDENTIAL” on the document in a manner which will not interfere with the legibility of the document and which will permit complete removal of the Confidential designation. Documents shall be designated CONFIDENTIAL prior to, or contemporaneously with, the production or disclosure of the documents. Inadvertent or unintentional production of documents without prior designation as confidential shall not be deemed a waiver, in whole or in part, of the right to designate documents as confidential as otherwise allowed by this Order.

3. **Documents Which May be Designated Confidential.** Any party may designate documents as confidential but only after review of the documents by an attorney¹ who has, in good faith, determined that the documents contain information protected from disclosure by statute, sensitive personal information, trade secrets, or confidential research, development, or commercial information. The certification shall be made concurrently with the disclosure of the documents, using the form attached hereto at Attachment A which shall be executed subject to the standards of Rule 11 of the South Carolina Rules of Civil Procedure. Information or documents which are available in the public sector may not be designated as confidential.

4. **Depositions.** Portions of depositions shall be deemed confidential only if designated as such when the deposition is taken or within seven business days after receipt of the transcript. Such designation shall be specific as to the portions to be protected.

¹ The attorney who reviews the documents and certifies them to be CONFIDENTIAL must be admitted to the Bar of at least one state but need not be admitted to practice in State of South Carolina and need not apply for *pro hac vice* admission. By signing the certification, counsel submits to the jurisdiction of this court in regard to the certification.

5. **Protection of Confidential Material.**

a. **General Protections.** Documents designated CONFIDENTIAL under this Order shall not be used or disclosed by the parties or counsel for the parties or any other persons identified below (¶ 5.b.) for any purposes whatsoever other than preparing for and conducting the litigation in which the documents were disclosed (including any appeal of that litigation). The parties shall not disclose documents designated as confidential to putative class members not named as plaintiffs in putative class litigation unless and until one or more classes have been certified.

b. **Limited Third Party Disclosures.** The parties and counsel for the parties shall not disclose or permit the disclosure of any documents designated CONFIDENTIAL under the terms of this Order to any other person or entity except as set forth in subparagraphs (1)-(5) below, and then only after the person to whom disclosure is to be made has executed an acknowledgment (in the form set forth at Attachment B hereto), that he or she has read and understands the terms of this Order and is bound by it. Subject to these requirements, the following categories of persons may be allowed to review documents which have been designated CONFIDENTIAL pursuant to this Order:

- (1) counsel and employees of counsel for the parties or contractors retained by counsel for the parties who have responsibility for the preparation and trial of the lawsuit;

(2) parties and employees of a party to this Order but only to the extent counsel shall certify that the specifically named individual party or employee's assistance is necessary to the conduct of the litigation in which the information is disclosed²;

(3) court reporters engaged for depositions and those persons, if any, specifically engaged for the limited purpose of making photocopies of documents;

(4) consultants, investigators, or experts (hereinafter referred to collectively as "experts") employed by the parties or counsel for the parties to assist in the preparation and trial of the lawsuit; and

(5) other persons only upon consent of the producing party or upon order of the court and on such conditions as are agreed to or ordered.

c. **Control of Documents.** Counsel for the parties shall take reasonable efforts to prevent unauthorized disclosure of documents designated as Confidential pursuant to the terms of this order. Counsel shall maintain a record of those persons, including employees of counsel, who have reviewed or been given access to the documents along with the originals of the forms signed by those persons acknowledging their obligations under this Order.

d. **Copies.** All copies, duplicates, extracts, summaries or descriptions (hereinafter referred to collectively as "copies"), of documents designated as Confidential under this Order or any portion of such a document, shall be immediately affixed with the designation

² At or prior to the time such party or employee completes his or her acknowledgment of review of this Order and agreement to be bound by it (Attachment B hereto), counsel shall complete a certification in the form shown at Attachment C hereto. Counsel shall retain the certification together with the form signed by the party, employee, or contractor.

“CONFIDENTIAL” if the word does not already appear on the copy. All such copies shall be afforded the full protection of this Order.

6. **Filing of Confidential Materials.** In the event a party seeks to file any material that is subject to protection under this Order with the court, that party shall take appropriate action to ensure that the documents receive proper protection from public disclosure including: (1) filing a redacted document with the consent of the party who designated the document as confidential; (2) where appropriate (*e.g.* in relation to discovery and evidentiary motions), submitting the documents solely for *in camera* review; or (3) where the preceding measures are not adequate, seeking permission to file the document under seal pursuant to the procedural steps set forth in the South Carolina Rules of Civil Procedure, or such other rule or procedure as may apply in the relevant jurisdiction. Absent extraordinary circumstances making prior consultation impractical or inappropriate, the party seeking to submit the document to the court shall first consult with counsel for the party who designated the document as confidential to determine if some measure less restrictive than filing the document under seal may serve to provide adequate protection. This duty exists irrespective of the duty to consult on the underlying motion. Nothing in this Order shall be construed as a prior directive to the Clerk of Court to allow any document be filed under seal. The parties understand that documents may be filed under seal only with the permission of the court after proper motion pursuant to the South Carolina Rules of Civil Procedure.

7. **Greater Protection of Specific Documents.** No party may withhold information from discovery on the ground that it requires protection greater than that afforded by this Order unless the party moves for an Order providing such special protection.

8. **Challenges to Designation as Confidential.** Any CONFIDENTIAL designation is subject to challenge. The following procedures shall apply to any such challenge.

a. The burden of proving the necessity of a Confidential designation remains with the party asserting confidentiality.

b. A party who contends that documents designated CONFIDENTIAL are not entitled to confidential treatment shall give written notice to the party who affixed the designation of the specific basis for the challenge. The party who so designated the documents shall have fifteen (15) days from service of the written notice to determine if the dispute can be resolved without judicial intervention and, if not, to move for an Order confirming the Confidential designation.

c. Notwithstanding any challenge to the designation of documents as confidential, all material previously designated CONFIDENTIAL shall continue to be treated as subject to the full protections of this Order until one of the following occurs:

(1) the party who claims that the documents are confidential withdraws such designation in writing;

(2) the party who claims that the documents are confidential fails to move timely for an Order designating the documents as confidential as set forth in paragraph 8.b. above; or

(3) the court rules that the documents should no longer be designated as confidential information.

d. Challenges to the confidentiality of documents may be made at any time and are not waived by the failure to raise the challenge at the time of initial disclosure or designation.

9. **Treatment on Conclusion of Litigation.**

a. **Order Remains in Effect.** All provisions of this Order restricting the use of documents designated CONFIDENTIAL shall continue to be binding after the conclusion of the litigation unless otherwise agreed or ordered.

b. **Return of CONFIDENTIAL Documents.** Within thirty (30) days after the conclusion of the litigation, including conclusion of any appeal, all documents treated as confidential under this Order, including copies as defined above (¶5.d.) shall be returned to the producing party unless: (1) the document has been entered as evidence or filed (unless introduced or filed under seal); (2) the parties stipulate to destruction in lieu of return; or (3) as to documents containing the notations, summations, or other mental impressions of the receiving party, that party elects destruction. Notwithstanding the above requirements to return or destroy documents, counsel may retain attorney work product including an index which refers or relates to information designated CONFIDENTIAL so long as that work product does not duplicate verbatim substantial portions of the text of confidential documents. This work product continues to be Confidential under the terms of this Order. An attorney may use his or her work product in a subsequent litigation provided that its use does not disclose the confidential documents.

10. **Order Subject to Modification.** This Order shall be subject to modification on motion of any party or any other person who may show an adequate interest in the matter to intervene for purposes of addressing the scope and terms of this Order. The Order shall not, however, be modified until the parties shall have been given notice and an opportunity to be heard on the proposed modification.

11. **No Judicial Determination.** This Order is entered based on the representations and agreements of the parties and for the purpose of facilitating discovery. Nothing herein shall

be construed or presented as a judicial determination that any specific document or item of information designated as CONFIDENTIAL by counsel is subject to protection under the South Carolina Rules of Civil Procedure or otherwise until such time as a document-specific ruling shall have been made.

12. **Persons Bound.** This Order shall take effect when entered and shall be binding upon: (1) all counsel of record in this lawsuit as of the date of this Order and their respective law firms; and (2) their respective clients.

IT IS SO ORDERED.

Presiding Circuit Court Judge

August ____, 2023
Charleston, South Carolina

ATTACHMENT A

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOR THE SECOND JUDICIAL CIRCUIT
COUNTY OF AIKEN	)	CASE NO.: 2022-CP-02-01563
)	
)	
SP OF AUGUSTA, LLC,)	
)	
Plaintiff,	)	Certification by Counsel of Designation
	)	of Information as Confidential
vs.)	
)	
MARILYN KILLE,)	
)	
Defendant.)	
<hr/>		
MARILYN KILLE,)	
)	
Third-Party Plaintiff,)	
)	
vs.)	
)	
BRADLEY PLUMBING AND HEATING, INC.,)	
DURACLEAN SYSTEMS INCORPORATED OF)	
NORTH AUGUSTA, AND JOHN DOES 1)	
THROUGH 10,)	
)	
Third-Party Defendants.)	
<hr/>		

Documents produced herewith [**whose bates numbers are listed below (or) which are listed on the attached index**] have been marked as CONFIDENTIAL subject to the Confidentiality Order entered in this action which Order is dated [confidentiality order date].

By signing below, I am certifying that I have personally reviewed the marked documents and believe, based on that review, that they are properly subject to protection under the terms of Paragraph 3 of the Confidentiality Order.

Check and complete one of the two options below.

- I am a member of the Bar of the State of South Carolina. My South Carolina Bar number is [Bar #].
- I am not a member of the South Carolina Bar but am admitted to the bar of one or more states. The state in which I conduct the majority of my practice is [state in which I practice most] where my Bar number is [that state's Bar #]. I understand

that by completing this certification I am submitting to the jurisdiction of the Court of Common Pleas in the County of Charleston, South Carolina, as to any matter relating to this certification.

Date: [date attachment A signed]

[Signature of Counsel [s/name]]

Signature of Counsel

[Printed Name of Counsel [A]]

Printed Name of Counsel

ATTACHMENT B

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOR THE SECOND JUDICIAL CIRCUIT
COUNTY OF AIKEN	)	CASE NO.: 2022-CP-02-01563
)	
)	
SP OF AUGUSTA, LLC,)	
)	
Plaintiff,	)	Acknowledgment of Understanding and
	)	Agreement to be Bound
vs.)	
)	
MARILYN KILLE,)	
)	
Defendant.)	
<hr/>		
MARILYN KILLE,)	
)	
Third-Party Plaintiff,)	
)	
vs.)	
)	
BRADLEY PLUMBING AND HEATING, INC.,)	
DURACLEAN SYSTEMS INCORPORATED OF)	
NORTH AUGUSTA, AND JOHN DOES 1)	
THROUGH 10,)	
)	
Third-Party Defendants.)	
<hr/>		

The undersigned hereby acknowledges that he or she has read the Confidentiality Order dated July 31, 2023, in the above captioned action, understands the terms thereof, and agrees to be bound by such terms. The undersigned submits to the jurisdiction of the Court of Common Pleas in the County of Charleston, South Carolina, in matters relating to the Confidentiality Order and understands that the terms of said Order obligate him/her to use discovery materials designated CONFIDENTIAL solely for the purposes of the above-captioned action, and not to disclose any such confidential information to any other person, firm or concern.

The undersigned acknowledges that violation of the Stipulated Confidentiality Order may result in penalties for contempt of court.

Name: _____

Job Title: _____

Employer: _____

Business Address: _____

Date: _____

Signature

ATTACHMENT C

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOR THE SECOND JUDICIAL CIRCUIT
COUNTY OF AIKEN	)	CASE NO.: 2022-CP-02-01563
)	
)	
SP OF AUGUSTA, LLC,)	
)	
Plaintiff,	)	Certification of Counsel of Need for
	)	Assistance of
vs.	)	Party/Employee/Contractor
)	
MARILYN KILLE,)	
)	
Defendant.)	
_____)	
MARILYN KILLE,)	
)	
Third-Party Plaintiff,)	
)	
vs.)	
)	
BRADLEY PLUMBING AND HEATING, INC.,)	
DURACLEAN SYSTEMS INCORPORATED OF)	
NORTH AUGUSTA, AND JOHN DOES 1)	
THROUGH 10,)	
)	
Third-Party Defendants.)	
_____)	

Pursuant to the Confidentiality Order entered in this action, most particularly the provisions of Paragraph 5.b.2., I certify that the assistance of [name of assistant [att C]] is reasonably necessary to the conduct of this litigation and that this assistance requires the disclosure to this individual of information which has been designated as CONFIDENTIAL.

I have explained the terms of the Confidentiality Order to the individual named above and will obtain his or her signature on an “Acknowledgment of Understanding and Agreement to be Bound” prior to releasing any confidential documents to the named individual and I will release only such confidential documents as are reasonably necessary to the conduct of the litigation.

The individual named above is:

A named party;

- An employee or contractor of named party [employee of named party]. This employee's or contractor's job title is [employee's job title] and work address is [employee's work address].

Date: [date attachment C signed]

[Signature [attachment C]]

Signature



Aiken Common Pleas

Case Caption: Sp Of Augusta Llc , plaintiff, et al VS Marilyn Kille , defendant, et al

Case Number: 2022CP0201563

Type: Order/Other

So Ordered

The Honorable Courtney Clyburn Pope

Electronically signed on 2023-08-24 14:40:05 page 15 of 15

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOR THE SECOND JUDICIAL CIRCUIT
COUNTY OF AIKEN)	
	)	CASE NO.: 2022-CP-02-01563
SP OF AUGUSTA, LLC,)	
)	
Plaintiff,	)	SECOND AMENDED
	)	CONSENT SCHEDULING ORDER
vs.)	
)	
MARILYN KILLE,)	
)	
Defendant.)	
<hr/>		
MARILYN KILLE,)	
)	
Third-Party Plaintiff,)	
)	
vs.)	
)	
BRADLEY PLUMBING AND)	
HEATING, INC.; DURACLEAN)	
SYSTEMS INCORPORATED OR)	
NORTH AUGUSTA AND JOHN DOES)	
1 THROUGH 10,)	
)	
Third-Party Defendants.)	
<hr/>		

THIS MATTER comes before the Court at the request of and with the consent of the parties that have appeared in this action for a Scheduling Order pursuant to Rule 16, SCRCP that will allow the parties another six months to conduct discovery needed to complete a meaningful mediation and then another four months to prepare the case for trial.

IT IS THEREFORE ORDERED that this case is subject to the following schedule:

1. Mediation shall be completed on or before November 16, 2024.
2. This case shall not appear on the jury trial roster before March 16, 2025.

AND IT IS SO ORDERED!

Courtney Clyburn Pope
Chief Administrative Judge
Second Judicial Circuit

WE CONSENT:

WALL TEMPLETON & HALDRUP, P.A.

s/ Morgan S. Templeton

Morgan S. Templeton (SC Bar 15456)

W. Richards Hundley

145 King Street, Suite 300 (29401)

P.O. Box 1200

Charleston, South Carolina 29402

Morgan.Templeton@WallTempleton.com

Richards.Hundley@WallTempleton.com

~and~

Jordan T. Bell

Hull Barrett, PC

Post Office Box 1564

Augusta, Georgia 30901

jbelle@hullbarrett.com

Counsel for Plaintiff SP of Augusta, LLC

MCANGUS, GOUDELOCK & COURIE,
LLC

s/ Sterling G. Davies

Sterling G. Davies (SC Bar 5840)

1320 Main Street, 10th Floor (29201)

Post Office Box 12519

Columbia, South Carolina 29211

sdavies@mgclaw.com

Counsel for Bradley Plumbing and Heating, Inc.

GALLIVAN WHITE & BOYD, PA.

s/ Lee H. Nanney

Ronald G. Tate, Jr. (SC Bar No. 5475)

Lee H. Nanney (SC Bar No. 105480)

One Liberty Square

55 Beattie Place, Suite 1200

Greenville, South Carolina 29601

rtate@gwblawfirm.com

lnanney@gwblawfirm.com

Counsel for Duraclean Systems Incorporated of North Augusta

THE FLOYD LAW FIRM

s/ James L. Floyd, III

James L. Floyd, III (SC Bar No. 74957)

3255 Maybank Highway

Johns Island, South Carolina 29455

lfloyd@floydlawsc.com

Counsel for Marilyn Kille



Aiken Common Pleas

Case Caption: Sp Of Augusta Llc , plaintiff, et al VS Marilyn Kille , defendant, et al

Case Number: 2022CP0201563

Type: Order/Scheduling Order

So Ordered

The Honorable Courtney Clyburn Pope

Electronically signed on 2024-04-12 13:00:41 page 3 of 3

STATE OF SOUTH CAROLINA)
COUNTY OF AIKEN)
))
))
SP OF AUGUSTA, LLC,)
))
Plaintiff,)
))
vs.)
))
MARILYN KILLE,)
))
Defendant.)
_____)
MARILYN KILLE,)
))
Third-Party Plaintiff,)
))
vs.)
))
BRADLEY PLUMBING AND HEATING, INC.,)
DURACLEAN SYSTEMS INCORPORATED OF)
NORTH AUGUSTA, AND JOHN DOES 1)
THROUGH 10,)
))
Third-Party Defendants.)
_____)

IN THE COURT OF COMMON PLEAS
FOR THE SECOND JUDICIAL CIRCUIT
CASE NO.: 2022-CP-02-01563

**CONSENT ORDER GRANTING
COUNSEL FOR DEFENDANT AND
THIRD-PART PLAINTIFF KILLE’S
MOTION TO WITHDRAW**

This Matter came before the Court on the motion of Counsel for Defendant and Third-Party Plaintiff Marilyn Kille (“Kille”) and with consent of opposing counsel for an Order allowing undersigned counsel to withdraw and be relieved as Counsel for Kille in the above-captioned lawsuit.

As evidenced by the foregoing Motion and Second Consent Amended Scheduling Order in this lawsuit, Counsel for Kille informed his client of his Motion to Withdraw before filing the Motion and the withdrawal of counsel and his firm can be accomplished without material adverse effect on his Client given the deadlines established in the Second Consent Amended Scheduling Order and request in the Motion to Withdraw to extend all discovery deadlines, including any

pending discovery requests from the Defendants, in this lawsuit for thirty (30) days from the date of this Order.

The Court hereby grants the Motion to Withdraw as Counsel and any outstanding discovery deadlines, including any pending discovery requests from the Defendants, are hereby stayed for a period of thirty (30) days from the date of this Order. Unless the Court or the parties are informed otherwise, the address for sending notices to Ms. Kille is 321 Morris Road, Aiken, SC 29805.

IT IS SO ORDERED!

**Presiding Judge for the Second Judicial
Circuit.**



Aiken Common Pleas

Case Caption: Sp Of Augusta Llc , plaintiff, et al VS Marilyn Kille , defendant, et al

Case Number: 2022CP0201563

Type: Order/Withdraw

So Ordered

The Honorable Courtney Clyburn Pope

Electronically signed on 2024-04-30 09:43:10 page 3 of 3

Sp Of Augusta Llc et al
PLAINTIFF(S)

Marilyn Kille et al
DEFENDANT(S)

DISPOSITION TYPE (CHECK ONE)

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

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

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

The Plaintiff's Motion for Judgment and Attorney Fees came before this Court in a hearing on September 15, 2025 where Plaintiff was represented by counsel and Defendant appeared pro se.

At the hearing, Plaintiff informed this court that Defendant had previously had her answer, counterclaims, and 3rd part complaint dismissed for failing to meaningfully participate in the judicial process and prosecute her claims. Defendant informed this Court that she was in the process of appealing that decision. Defendant's appeal is currently with the Court of Appeals. This Court feels it is inappropriate to enter judgment against Defendant and grant Plaintiff's counsel attorney fees while the underlying claim is on appeal.

Therefore, this Court DENIES Plaintiff's motion without prejudice. Plaintiff is free to re-file this motion upon completion of Defendant's appeal.

ORDER INFORMATION

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

For Clerk of Court Office Use Only

This judgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp, and a copy mailed first class to any party not proceeding in the Electronic Filing System on 10/10/2025 .

Bradley Plumbing And Heating, Inc
Duraclean Systems Incorporated Of North Augusta
John Does 1 Through 10
Marilyn Kille
Marilyn Kille for Marilyn Kille
Marilyn Kille for Marilyn Kille

NAMES OF TRADITIONAL FILERS SERVED BY MAIL

Court Reporter:

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



Aiken Common Pleas

Case Caption: Sp Of Augusta Llc , plaintiff, et al VS Marilyn Kille , defendant, et al

Case Number: 2022CP0201563

Type: Order/Electronic Form 4

It Is So Ordered

s/ Walton J. McLeod

Electronically signed on 2025-10-10 13:46:03 page 3 of 3

STATE OF SOUTH CAROLINA)
)
COUNTY OF AIKEN)
)
)
)
)

2022CV0210800084
CIVIL CASE NUMBER

IN THE MAGISTRATE'S COURT

SUMMONS

Sp Of Augusta, Llc
683 Commerce Court
Evans, GA 30809
(706) 750-0200

PLAINTIFF(S)

Vs

Marilyn Kille
321 Morris Road
Aiken, SC 29805

DEFENDANT(S)


TO THE DEFENDANT(S) NAMED ABOVE:

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

Monetta Summary Court
3580 Wire Rd
Monetta, SC 29105
Phone: (803) 685-7125
Fax: (803) 685-7988

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

Given under my hand:


JUDGE

READ ATTACHED INSTRUCTIONS CAREFULLY

June 8, 2022

#084

CIVIL CASE NUMBER

IN THE MAGISTRATE'S COURT

Monetta Summary

JUN 08 2022

Court COMPLAINT

STATE OF SOUTH CAROLINA)
)
 COUNTY OF AIKEN)
)
SP of Augsuta, LLC d/b/a SERVPRO of Augusta)
 PLAINTIFF)
683 Commerce Court)
 STREET ADDRESS)
Evans, Georgia 30809)
 CITY, STATE ZIP)
706-750-0200)
 TELEPHONE)
 VS.)
Marilyn Kille)
 DEFENDANT(S))
321 Morris Road)
 STREET ADDRESS)
Aiken, South Carolina 29805)
 CITY, STATE ZIP)
Unknown)
 TELEPHONE)

I, Jordan T. Bell, attorney for SP of Augusta, LLC, the plaintiff in this civil action do make the following claims:

1. I believe the defendant, Marilyn Kille, is a resident of Aiken County, and resides at 321 Morris Road, Aiken, South Carolina 29805 which is within Judge Donna H. Williamson's magisterial jurisdiction or this Complaint is properly filed in Aiken County.

2. I make this complaint on the following:

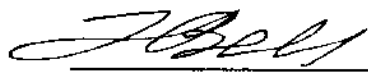
see attached complaint (Attach supplement if necessary)

3. I believe, because of the above information, that I am entitled to and do request a judgment for \$7,051.27 and/or other relief as below requested:

attorney's fees and costs

including any costs resulting in this action.

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



Dated: June 8, 2022

Signature of Plaintiff (or his attorney)

STATE OF SOUTH CAROLINA)
COUNTY OF AIKEN)
SP of Augusta, LLC d/b/a)
SERVPRO of Augusta)
Plaintiff,)
v.)
Marilyn Kille)
Defendant.)

IN THE MAGISTRATE'S COURT OF
AIKEN COUNTY
CASE NO.: _____
COMPLAINT
(NON-JURY)
(DEBT COLLECTION)

NOW COMES the Plaintiff, SP of Augusta, LLC d/b/a SERVPRO of Augusta (hereinafter referred to as "SERVPRO"), complaining of the Defendant, Marilyn Kille, and shows the Court the following:

PARTIES, JURISDICTION AND VENUE

1. Plaintiff is a limited liability company which is organized and existing under the laws of the State of Georgia and is qualified under the laws of the State of South Carolina to perform construction services in the State of South Carolina.
2. Marilyn Kille is a resident of Aiken, South Carolina and subject to the jurisdiction of this Court.
3. SERVPRO and Jean each waived their rights to a trial by jury with respect to any and all claims or causes of action, including counterclaims, related to or arising out of the agreement executed between them, a true and accurate copy of which is attached hereto as Exhibit A.
4. This Court has jurisdiction over this matter and venue in this Court is proper.

FACTUAL BACKGROUND

5. Defendant contacted SERVPRO on December 30, 2021 regarding a mold issue at her home.

6. SERVPRO and Defendant entered into and signed an agreement with SERVPRO for mold remediation and related services at her residence, located at 321 Morris Road, Aiken, South Carolina 29805 on February 7, 2022. A true and accurate copy of the Mold Remediation and Related Services agreement is attached hereto as Exhibit A.

7. SERVPRO and Defendant also entered into and signed an Authorization to Perform Services agreement and an Authorization to Perform Services and Direction of Payment agreement on February 7, 2022. A true and accurate copy of the Authorization to Perform Services and Direction of Payment agreement is attached hereto as Exhibit B.

8. On February 7, 2022, SERVPRO picked up textiles upon agreement with Defendant that such textiles would be washed by SERVPRO and returned to Kille.

9. While SERVPRO was performing mold remediation services, Kille broke containment with her pet, which actions may allow mold spores to escape the containment area.

10. On February 18, 2022, SERVPRO had completed work under the Mold Remediation and Related Services Agreement.

11. On February 24, 2022, Kille executed a Certificate of Satisfaction: Job Completion form. A true and accurate copy of the Certificate of Satisfaction: Job Completion executed by Kille is attached hereto as Exhibit C.

12. As shown on Exhibit C, Kille stated, "Great team leaders; great workers! A difficult job because house was a custom log home w/24" ceilings." Kille also provided SERVPRO with top ratings in each category.

13. As demonstrated by the final invoice #5275, dated February 28, 2022, Defendant owes SERVPRO \$7,051.27 for textile cleaning and other mitigation work performed at her residence. A true and accurate copy of Invoice 5275 is attached hereto as Exhibit D.

14. Kille has failed to pay SERVPRO for the textiles cleaning it performed for her.

15. SERVPRO has performed its obligations under the agreements with Defendant.

16. On September 14, 2021, Plaintiff made demand for payment on Defendant by certified mail in which Plaintiff made specific demand for payment in the amount of \$7,051.27.

17. Despite the demand for payment, as of the filing of this pleading, Defendant has failed to respond to such demands with any payment to Plaintiff.

CAUSES OF ACTION
Count I: Breach of Contract

18. Plaintiff incorporates the allegations contained in Paragraphs 1 through 17 as though set forth fully herein.

19. Defendant and SERVPRO entered into and signed valid Authorization to Perform Services and Direction of Payment and Mold Remediation and Related Services agreements.

20. The Authorization to Perform Services and Direction of Payment and Mold Remediation and Related Services agreements clearly expressed that SERVPRO was to perform work for Defendant and Kille would pay SERVPRO for the work performed.

21. The aforementioned agreements clearly expressed Defendant's responsibilities relating to the mold remediation and related services SERVPRO would provide.

22. SERVPRO completed the work it agreed to do at Defendant's residence and for Defendant in accordance with the Authorization to Perform Service and Direction of Payment agreement.

23. Defendant has failed to pay to SERVPRO amount it is owed for the work it completed for Defendant in Invoice #5275, thereby breaching the agreements.

24. As a result of Kille's failure to pay SERVPRO, SERVPRO has been deprived of monies owed to it and suffers damages in the amount of \$7,051.27.

25. Defendant's failure and refusal to pay the balance due is a material breach of the contract and Plaintiff is entitled to judgment against Defendant in the amount of \$7,051.27 together with interest thereon at the prevailing legal rate and attorney's fees all pursuant to S.C. Code Ann. §27-1-15.

Count II: Attorney's Fees

26. Plaintiff incorporates the allegations contained in Paragraphs 1 through 25 as though set forth fully herein

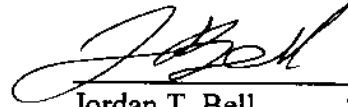
27. Through her conduct, Defendant has acted in bad faith, has been stubbornly litigious, and has caused SERVPRO unnecessary trouble and expense.

28. SERVPRO is also entitled to recover attorney's fees and costs under the Authorization to Perform Services and Direction of Payment.

29. As a direct and proximate result of Defendant's conduct, SERVPRO is entitled to recover from Defendant its expense of litigation, including reasonable attorneys' fees and costs.

WHEREFORE, Plaintiff demands judgment against the Defendant in the amount of seven thousand fifty-one and 27/100 Dollars (\$7,051.27) as actual damages, plus interest thereon at the prevailing legal rate, the costs of this action, reasonable attorney's fees, punitive damages against Defendant, and such other relief as may be just and proper.

Respectfully submitted, this 8th day of June, 2022.



Jordan T. Bell SC Bar 103989
Attorney for Plaintiff

Of Counsel:
HULL BARRETT, P.C.
Post Office Box 1564
Augusta, Georgia 30901
(o) 706.722.4481 | (f) 706.722.9779
JBell@HullBarrett.com



Customer Agreement: Mold Remediation and Related Services

Customer Name: Marilyn Kille Date of Loss: 12/30/2021
 Loss Address: 321 Morris Rd
 City: AIKEN State: SC Zip: 29805
 Insurance / Client: _____ Claim Number (if available): _____

Note: This contract contains a limitation of liability.

The undersigned client, being the building owner, owner's representative, or resident, hereby authorizes the Provider identified below to perform mold remediation and related services at the property noted below. I/we also acknowledge that I/we have read and understand the information contained in the Mold Brochure and the *Customer Information Form—Water Damage*.

Mold Remediation Standard Procedures. Provider endeavors to follow the *IICRC Standard and Reference Guide for Professional Mold Remediation (S520)*, published by the Institute of Inspection, Cleaning and Restoration Certification (IICRC). The S520 procedural standard and reference guide is recommended for use by professionals in the mold remediation industry. We will advise you should any limitations arise while servicing your property which restrict us from complying with the S520 Standard.

Indoor Assessment and Scope of Work. Provider recommends you engage an Indoor Environmental Professional (IEP) to assess the mold contamination on the property and to determine a scope of work for remediation. The scope of work and the types of remediation procedures conducted may impact the results that can be expected from the remediation process. (Provider does not offer indoor environmental testing services).

You are entitled to a written scope of work. Provider's services are intended to address visible mold contamination and associated spores in the areas we are working on. We cannot be responsible for mold growth, spores, and other contaminants in other parts of the property, hidden within the structure, or not disclosed.

Work Specifications or Protocol. On mold remediation projects, we recommend that you engage an IEP to develop a protocol and technical specifications, detailing how remediation is conducted during the project. If an IEP cannot be engaged to develop a protocol and technical specifications for the project, the Provider may develop a work specification for the mold remediation project based on the principles of the IICRC S520 Standard.

Unforeseen Circumstances. During work on your property, we may discover additional mold contamination or water damage. We will promptly notify you of changes in the scope of work that impact the timeframe or cost of the remediation process.

Verification of Property Remediation. An IEP should conduct post-remediation verification that the property has been restored to levels of mold which are normal for indoor environments. Provider cannot verify or be responsible for the results of remediation if you decline indoor environmental testing. (Provider does not offer indoor environmental testing services).

LIMITATION OF LIABILITY: IN NO EVENT SHALL PROVIDER, ITS OWNERS, ANY OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS, FRANCHISOR, OR AFFILIATES BE RESPONSIBLE FOR INDIRECT, SPECIAL, NOMINAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL LOSSES OR DAMAGES, OR FOR ANY PENALTIES, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY ASSERTED, INCLUDING CONTRACT, NEGLIGENCE, WARRANTY, STRICT LIABILITY, STATUTE OR OTHERWISE, EVEN IF IT HAD BEEN AWARE OF THE POSSIBILITY OF SUCH DAMAGES OR THEY ARE FORESEEABLE; OR FOR CLAIMS BY A THIRD PARTY. THE MAXIMUM AGGREGATE LIABILITY SHALL NOT EXCEED THREE TIMES THE AMOUNT PAID BY CUSTOMER FOR THE SERVICES OR ACTUAL PROVEN DAMAGES, WHICHEVER IS LESS. IT IS EXPRESSLY AGREED THAT CUSTOMER'S REMEDY EXPRESSED HEREIN IS CUSTOMER'S EXCLUSIVE REMEDY. THE LIMITATIONS SET FORTH HEREIN SHALL APPLY EVEN IF ANY OTHER REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE. SOME STATES/COUNTRIES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.

Client's Signature: <u></u>	Provider's Signature: <u></u>
Printed Name: <u>Marilyn Kille</u>	Franchise Legal Name: <u>SP of Augusta, LLC</u>
	d/b/a SERVPRO® of: <u>Augusta North</u>
Date: <u>02/07/2022</u>	Date: <u>02/07/2022</u>



Authorization to Perform Services and Direction of Payment

Customer Name: Marilyn Kille Date of Loss: 12/30/2021
 Loss Address: 321 Morris Rd
 City: AIKEN State: SC Zip: 29805
 Insurance Company: _____ Claim Number (if available): _____

The undersigned Customer, being the building owner, owner's representative, or resident, authorizes the Provider identified below to perform any and all necessary cleaning and/or restoration services on Customer's property located at the property address above, and with respect to items that need to be cleaned at a remote location to remove and clean such items as necessary.

Customer authorizes _____ Insurance Company, herein referred to as "Insurance Company," to pay Provider solely and directly for that portion of the work covered by Customer's insurance policy.

If, for any reason, Customer receives a check from Insurance Company made payable to Customer, Customer agrees to pay Provider immediately upon receipt of the check. In order to expedite payment to Provider, Customer hereby appoints Provider as attorney-in-fact, authorizing Provider to endorse Customer's name on Insurance Company checks or drafts, and to deposit Insurance Company checks or drafts for Provider services.

Customer agrees to pay Customer's deductible in the amount of \$ To Be Determined that applies to this claim. If any amounts owing to Provider for Provider services are not covered by insurance, Customer agrees to pay those amounts to Provider within fifteen (15) days of Customer's receipt of invoice. It is fully understood that Customer and its agents, successors, assigns, and heirs are personally responsible for any and all deductibles and any costs not covered by insurance. Interest and finance charges will be charged at the maximum allowable by law, or at 1.5% per month, whichever is less, on accounts over thirty (30) days past due. Time is of the essence.

Customer agrees that Provider is working for the Customer and not Customer's insurance company or any agent/adjuster.

Property Owned By: Marilyn Kille

Remarks:

I HAVE READ THIS AUTHORIZATION TO PERFORM SERVICES AND DIRECTION OF PAYMENT, INCLUDING THE TERMS AND CONDITIONS OF SERVICE ON THE NEXT PAGE HEREOF, AND AGREE TO SAME.

Customer Reviewed Customer Information Form: Y N

Customer's Signature: <u></u>	Provider's Signature: <u></u>
Printed Name: <u>Marilyn Kille</u>	Franchise Legal Name: <u>SP of Augusta, LLC</u>
Date: <u>02/07/2022</u>	d/b/a SERVPRO® of: <u>Augusta North</u>
E-mail Address: _____	Date: <u>02/07/2022</u>
	Contractor License #: _____



Certificate of Satisfaction: Job Completion

Customer Name: Marilyn Kille Date of Loss: 08/24/2021
 Loss Address: 321 Morris Rd
 City: AIKEN State: SC Zip: 29805
 Team Members: Josh Claim Number (if available): _____

SERVPRO® and its Franchisees strive to be the Premier Cleaning and Restoration Company. Please take a moment to complete the following questionnaire and help us evaluate how we're doing.

On a scale of 1 to 10, with 1 being "Strongly Disagree" and 10 being "Strongly Agree," how would you rate the following:

- | | Strongly Disagree | → | Strongly Agree | | | | | | | |
|---|-------------------|-----|----------------|-----|-----|-----|-----|-----|-----|------|
| 1. The SERVPRO® Franchise's office staff was courteous, polite and helpful throughout the duration of the job. | (1) | (2) | (3) | (4) | (5) | (6) | (7) | (8) | (9) | (10) |
| 2. The SERVPRO® Franchise's on-site personnel were prompt, courteous and attentive to my concerns. | (1) | (2) | (3) | (4) | (5) | (6) | (7) | (8) | (9) | (10) |
| 3. The SERVPRO® Franchise's on-site personnel clearly explained the cleaning and restoration process throughout the duration of the job. | (1) | (2) | (3) | (4) | (5) | (6) | (7) | (8) | (9) | (10) |
| 4. I was confident in the knowledge and professionalism of the SERVPRO® Franchise's on-site personnel who performed the services at my home or place of business. | (1) | (2) | (3) | (4) | (5) | (6) | (7) | (8) | (9) | (10) |
| 5. I was impressed by the SERVPRO® Franchise's on-site personnel that performed services at my residence or place of business. | (1) | (2) | (3) | (4) | (5) | (6) | (7) | (8) | (9) | (10) |
| 6. I would use the SERVPRO® Franchise who assisted me during this loss for future cleaning and/or restoration needs. | (1) | (2) | (3) | (4) | (5) | (6) | (7) | (8) | (9) | (10) |
| 7. I would recommend the SERVPRO® Franchise to my friends, family and colleagues. | (1) | (2) | (3) | (4) | (5) | (6) | (7) | (8) | (9) | (10) |
| 8. Overall, I am satisfied with the service(s) provided by the Servpro® Franchise. | (1) | (2) | (3) | (4) | (5) | (6) | (7) | (8) | (9) | (10) |
| 9. What recommendations would you have to help the SERVPRO Franchise improve its performance in the future?
Only one, That the doc summarizing policies and insurance procedures be provided at minimum days before a job begins | | | | | | | | | | |
| 10. Additional Comments:
Great team leaders; great workers! A difficult job because house was a custom log home w/24' ceilings. | | | | | | | | | | |

Customer, Marilyn Kille, acknowledges that the restoration / cleaning project for which the SERVPRO® Franchise has provided Emergency Services has been performed to the customer's satisfaction.

Signature: M Kille Date: 02/18/2022

Thank you for your feedback. We appreciate your patronage and look forward to serving your future cleaning and restoration needs.

SERVPRO® of Augusta
683 Commerce Ct
Evans, GA 30809 US
+1 7067500200
office@servproaugusta.com
www.servproaugusta.com

Invoice



BILL TO
Marilyn Kille
321 Morris Rd
AIKEN, SC 29805 United States

SHIP TO
Marilyn Kille
321 Morris Rd
AIKEN, SC 29805 United States

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
5275	02/28/2022	\$7,051.27	02/28/2022	Due on receipt	

CREW CHIEF
Rene

PROJECT MANAGER
Rene

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
Mold Remed	Textile Cleaning ESPORTA	1	7,051.27	7,051.27

We accept cash, check which can be mailed to above address or major credit card (standard convenience fee for credit cards).

BALANCE DUE

\$7,051.27

EXHIBIT D

2022 CP0201563

2022CV0210800084

Civil Case Number

IN THE MAGISTRATE'S COURT

DEFENDANT'S ANSWER TO THE
COMPLAINT, COUNTERCLAIMS,
AND THIRD-PARTY COMPLAINT
(Jury Trial Demanded)

STATE OF SOUTH CAROLINA)

COUNTY OF AIKEN)

SP Of Augusta, LLC,
683 Commerce Court
Evans, GA 30809
(706) 750-0200)

Plaintiff)

vs.)

Marilyn Kille
321 Morris Road
Aiken, SC 29805)

Defendant.)

Marilyn Kille
321 Morris Road
Aiken, SC 29805
Third-Party Plaintiff)

vs.)

Bradley Plumbing and Heating, Inc.
150 Rutledge Drive, NW
Aiken, SC 29801
Third-Party Defendant)

Duraclean Systems Incorporated of North Augusta
1297 W. Martintown Road
North Augusta, SC 29481
Third-Party Defendant)

John Does 1 through 10
Addresses Currently Unknown
Third-Party Defendants)

Monetta Summary

JUL 11 2022

Court

FILED 7-13 2022 3:03
SP

Robert J. White
C.C.P. & G.S.

Shardell Parks
Deputy Clerk

Defendant Marilyn Kille (“Defendant” and/or “Third-Party Plaintiff”) answering the allegations of the Plaintiff SP Of Augusta, LLC’s (“Plaintiff” or “Servpro”) Complaint and the Plaintiff’s Complaint attached to initial Complaint (referred to herein as the “Attached Complaint”), and by way of counterclaims against Plaintiff, and Third-Party Complaint against the Third-Party Defendants Bradley Plumbing and Heating, Inc. (“Bradley Plumbing”), Duraclean Systems Incorporated of North Augusta (“Duraclean”), and John Does One through 10, and reserving the right to be heard on her Motion to Transfer this entire lawsuit to the Aiken Court of Common Pleas, respectfully alleges and would show unto this Honorable Court the following:

1. By way of a general denial, Defendant denies each and every allegation in the Complaint and the Attached Complaint except to the extent expressly and specifically admitted herein.
2. In response to paragraph 1 of the Complaint, Defendant admits that she is a resident of Aiken County but denies that this lawsuit is within this Court’s subject matter jurisdiction as the counterclaims and third-party claims exceed the jurisdictional authority of this Court and the entire lawsuit should be transferred to the Aiken County Court of Common Pleas.
3. In response to paragraph 2 of the Complaint, which incorporates an attached Complaint, Plaintiff denies those allegations as set forth herein.
4. In response to paragraph 3 of the Complaint, Defendant denies those allegations and demands strict proof thereof.
5. In response to paragraph 1 of the Attached Complaint, Defendant lacks sufficient knowledge or information to admit or deny these allegations and therefore denies the same.
6. In response to paragraph 2 of the Attached Complaint, Defendant admits that she is a resident of Aiken County but denies that this lawsuit is within this Court’s subject matter jurisdiction as the counterclaims and third-party claims exceed the jurisdictional authority

of this Court and the entire lawsuit should be transferred to the Aiken County Court of Common Pleas.

7. Defendant denies the allegations of Paragraphs 3 and 4 of the Attached Complaint and demands strict proof thereof.
8. Defendant admits the allegations of Paragraph 5 of the attached Complaint.
9. Defendant denies the allegations of Paragraphs 6 and 7 of the attached Complaint to the extent they allege that Defendant entered into agreements with Plaintiff on February 7, 2022, and demands strict proof thereof. Further answering, Defendant craves reference to the agreements between the parties.
10. Defendant admits the allegations of Paragraph 8 of the Attached Complaint only to the extent they allege that Plaintiff picked up certain textiles from Defendant's Home and promised to fully remediate them and return them to Defendant.
11. Defendant denies the allegations of Paragraph 9 of the Attached Complaint and demands strict proof thereof.
12. Defendant admits the allegations of Paragraph 10 only to the extent they allege that Plaintiff attempted to perform certain work related to her home and that purportedly would remove and remediate the toxic substances in her home.
13. Defendant admits the allegations of Paragraphs 11 and 12 only to the extent that they allege that the Defendant completed certain forms that Plaintiff asked the Defendant complete before Defendant becoming aware of the latent deficiencies in Plaintiff's work and the damage that the Plaintiff's work has caused to her home.
14. Defendant denies the allegations of Paragraph 13 and demands strict proof thereof.

15. Defendant admits the allegations of Paragraph 14 but would show that the Plaintiff either did not perform any cleaning of the textiles, improperly cleaned the textiles, or damaged the textiles and has failed to compensate Defendant for the damage to Defendant, her home, and her personal property that the Plaintiff's acts and omissions proximately caused.
16. Defendant denies the allegations of Paragraphs 15, 16 and 17 and demands strict proof thereof.
17. To the extent that Defendant needs to respond to the allegations of Paragraph 18, the Defendant restates the foregoing answers to the preceding paragraphs of the Complaint and attached Complaint as if set forth again verbatim.
18. To the extent that Defendant needs to respond to the allegations of Paragraph 18, the Defendant restates the foregoing answers to the preceding paragraphs of the Complaint and attached Complaint as if set forth again verbatim.
19. Defendant admits the allegations of Paragraph 19 to the extent it alleges that Defendant and Plaintiff entered into an agreement.
20. Defendant denies the allegations of Paragraphs 20, 21, 22, 23, 24, and 25 and demands strict proof thereof.
21. To the extent that Defendant needs to respond to the allegations of Paragraph 26, the Defendant restates the foregoing answers to the preceding paragraphs of the Complaint and attached Complaint as if set forth again verbatim.
22. Defendant denies the allegations of Paragraphs 27 and 28 and demands strict proof thereof.
23. To the extent that the Defendant must answer the allegations in the "WHEREFORE" Paragraph of the Attached Complaint, the Defendant denies those allegations and demands strict proof thereof.

FOR AN ADDITIONAL DEFENSE

24. This Honorable Court lacks subject matter jurisdiction over the present lawsuit because Defendant's counterclaims and third-party claims arise from the same events underlying Plaintiff's claims and the damages sought in Defendant's counterclaims and third-party claims exceed the jurisdiction amount of this Honorable Court. Therefore, Defendant hereby moves this Honorable Court for an Order transferring this entire lawsuit, including Plaintiff's claims, Defendants' Counterclaims, and Defendants' Third-Party Claims, to the Court of Common Pleas for Aiken County pursuant to S.C. Code Ann. §22-3-30 (1976) and any other applicable law.

FOR AN ADDITIONAL DEFENSE

25. The Complaint fails to set forth sufficient facts to constitute a cause of action, and therefore, it should be dismissed, pursuant to Rule 12(b)(6), SCRCP.

FOR AN ADDITIONAL DEFENSE

26. Plaintiff's claims are barred due and owing to the prior breach of express or implied warranties, including but not limited to the warranties of workmanship and habitability.

FOR AN ADDITIONAL DEFENSE

27. Any recovery by Plaintiff, which is expressly denied, must be reduced or offset by amounts Plaintiff will have to expend to correct the deficiencies in the Plaintiff's and/or Plaintiff's subcontractor's work on Defendant's property.

FOR AN ADDITIONAL DEFENSE

28. Plaintiff's claims should be barred or reduced due and owing to the Plaintiff's failure to complete or perform the work as required under the Contract Documents.

FOR AN ADDITIONAL DEFENSE

29. Plaintiff's claims are barred or limited by the doctrine of prior breach of the Contract Documents.

FOR AN ADDITIONAL DEFENSE

30. Plaintiff's claims are barred due and owing to the doctrines of laches, waiver, abandonment, and estoppel.

FOR AN ADDITIONAL DEFENSE

31. Some or all of Plaintiff's claims are barred by the doctrine of unclean hands.

FOR AN ADDITIONAL DEFENSE

32. Plaintiff is not entitled to an award of attorneys' fees and there is not basis in law or fact for Plaintiff's claim for the recovery of attorney fees.

FOR AN ADDITIONAL DEFENSE

33. Plaintiff's claims are barred as the Court lacks jurisdiction over the subject matter of the case.

FOR AN ADDITIONAL DEFENSE

34. Punitive damages, as currently awarded in South Carolina, violate the United States Constitution and South Carolina Constitution, as well as the holding of State Farm Mutual Automobile Insurance Co. v. Campbell, 538 U.S. 408 (2003), and the cases upon which it is based.

FOR AN ADDITIONAL DEFENSE

35. Defendant pleads any defenses that may be available to her under State Farm Mutual Automobile Insurance Co. v. Campbell, 538 U.S. 408 (2003), and the cases upon which it is based. Further, in the event the trial court permits the jury to return a punitive damages award in the instant case, such damages are to be limited to an amount that is no greater

than the jury's award of actual damages, as explicated within Exxon Shipping Co. v. Baker, 128 S. Ct. 2605 (2008).

FOR AN ADDITIONAL DEFENSE

36. Defendants plead any and all applicable protections afforded to them under the South Carolina Fairness in Civil Justice Act of 2011, codified at South Carolina Code Annotated Sections 15-32-510 to 15-32-540, as a defense to Plaintiffs' claims or request for an award of punitive damages.

FOR AN ADDITIONAL DEFENSE

37. Plaintiff's pleadings and allegations are stated in conclusory terms and discovery has not begun or been completed. Therefore, Defendant cannot fully anticipate all affirmative defenses that may be applicable to this action. Accordingly, Defendant reserves the right to plead any additional affirmative defenses applicable in this action and gives notice that it intends to reply upon such other affirmative defenses as may become available or apparent during the course of discovery and reserve the right to amend this Answer to assert any such defenses.

DEFENDANT'S COUNTERCLAIMS AGAINST PLAINTIFF AND THIRD-PARTY CLAIMS AGAINST THIRD-PARTY DEFENDANTS

Without waiving and expressly reserving the right to be heard on the Motion to Transfer this entire lawsuit to the Aiken County Court of Common Peas, Defendant asserts the following counterclaims against Plaintiff, pursuant to Rule 13 of the South Carolina Rules of Civil Procedure, and the following third-party claims against Third-Party Defendants Bradley Plumbing and Heating, Inc. ("Bradley"), Duraclean Systems Incorporated of North Augusta ("Duraclean"), and John Does 1 through 10 ("John Doe Defendants"), pursuant to

Rule 14 of the South Carolina Rules of Civil Procedure, and would allege and show this Honorable Court the following:

THE PARTIES AND JURISDICTION

38. Defendant re-alleges each of the answers, defenses, and allegations contained in this pleading as if fully set forth herein.
39. Defendant is a citizen and resident of Aiken County, State of South Carolina, and is the owner of the real property, personal property, and home that is subject of this lawsuit, which is located in Aiken County and has the address of 321 Morris Road, Aiken, South Carolina 29805 (hereinafter the "Property," the "Residence," or the "Home").
40. Defendant's Home is a unique, custom designed and built log home that is comprised of wooden logs that serve as both the structural components for the Home and the interior wall surfaces.
41. Plaintiff SP of Augusta, LLC, (hereinafter "Servpro" or "Plaintiff") does business as Servpro and is an entity organized and existing under the laws of the State of Georgia, with its principal place of business in Richmond County, Georgia. At all times alleged herein, Plaintiff was providing property restoration, mold remediation, cleaning and other services in Aiken County, including performing such work at the Property.
42. Third-Party Defendant Bradley is a corporation organized and existing under the laws of the State of South Carolina with its principal place of business in Aiken County. At all times alleged herein, Bradley was engaged in the business of providing plumbing, heating and air conditioning services, and other construction related services in Aiken, County, including performing certain plumbing work at the Property.
43. Third-Party Defendant Duraclean is a corporation organized and existing under the laws of the State of South Carolina with its principal place of business in Aiken County. At all

times alleged herein was doing business and providing property restoration, mold remediation, and other services in Aiken County, including performing such work at the Property.

44. Plaintiff is informed and believes that the John Doe Defendants are the subcontractors, suppliers and/or other entities involved in the work at the Home that is the subject of this lawsuit and whose identity and location are unknown at this time.
45. This Honorable Court has both personal jurisdiction over the parties but as set forth more fully in Defendant's Motion to Transfer this lawsuit to the Aiken Court of Common Pleas, subject matter jurisdiction over the claims, counterclaims, and third-party claims asserted in this lawsuit is properly vested in the Aiken Court of Common Pleas.
46. Aiken County is the proper venue as the Home is located in Aiken County and the vast majority of the acts and omissions giving rise to the claims, counterclaims, and third-party claims took place in the Aiken County.

FACTUAL ALLEGATIONS

47. This matter arises out of the work that the Plaintiff and Third-Party Defendants performed on the Defendant's Home and personal property.
48. At all times alleged herein, Plaintiff and the Third-Party Defendants held themselves out to the general public and to the Defendant as qualified and capable to properly perform their work on Defendant's Home.
49. Shortly before August 24, 2021, the kitchen sink in Defendant Kille's Home began experiencing blockage and would not drain properly.
50. Defendant contacted and hired Third-Party Defendant Bradley to inspect and repair the issues blocking the kitchen sink in Defendant's Home.

51. On August 24, 2021, two employees and/or agents of Third-Party Defendant Bradley began working on the plumbing system in Defendant's Home and attempted to trace the blockage in the plumbing to what they described as the main water line servicing the Home.
52. Third-Party Defendant Bradley's workers failed to turn off the main water supply for the Home while performing their work and subsequently fractured what they described as the main water line inside the Home.
53. As a result of the fracture in the main water line, water escaped the plumbing system and caused severe water intrusion into the HVAC system and resulted in flooding throughout the lower level of the home damaging the Home and Defendant's personal property items, including antiques, fine artworks, and other items throughout the Home.
54. Later in the afternoon on August 24, a supervisor with Third-Party Defendant Bradley traveled to Defendant's Home and told Defendant that Third-Party Bradley would remove the water that flooded Defendant's Home and repair the resulting water damage.
55. During the days following the water loss, Defendant contacted Third-Party Defendant Bradley multiple times demanding to know when the water would be removed from her home and when the repairs would be completed.
56. Days passed after the water loss before Third-Party Defendant Duraclean showed up at Defendant's Home and began attempting to extract water vapor and excessive humidity from the garage area of the lower level of the Home.
57. Third-Party Duraclean failed to make any effort to remove water vapor and excessive humidity from other areas of Defendant's Home.
58. From the outset of Third-Party Duraclean's work on the Home, Defendant informed Third-Party Defendant Duraclean that there appeared to be mold had begun to form on multiple

personal property items in the Home, including large rugs stored in the area near the water loss, and Defendant asked the site supervisor with Third-Party Defendant Duraclean about what would be done to address the apparent mold on multiple occasions.

59. The site supervisor for Third-Party Defendant Duraclean told Defendant that he would inform management at Third-Party Defendant Duraclean of Defendant's concerns and questions and also make arrangements for Third-Party Defendant Duraclean to retrieve and remediate the rugs.
60. Third-Party Defendant Duraclean failed to respond to Defendant or answer her questions about the potential presence of mold despite the site supervisor informing Defendant that he would inform Third-Party Defendant Duraclean's management of Defendant's concerns.
61. Third-Party Defendant Duraclean did not respond to Defendant's questions or concerns about the potential for mold forming in Defendant's Home and on Defendant's personal property.
62. On or about September 22, 2021, Third-Party Defendant Duraclean returned some water damaged rugs that it had removed from Defendant's Home.
63. During the months thereafter, splotches of white and staining began appearing at various locations, Defendant began experiencing medical issues, and Defendant became concerned about the air quality in her Home and began staying with friends rather than in her Home.
64. On or about December 1, 2021, Defendant was forced to lease and move into a motor home due to her concerns about the worsening conditions inside her Home; the cost of renting the motor home and securing alternative living arrangements alone exceeded \$7,500.00

65. In mid-December 2021, Air quality testing performed in Defendant's Home confirmed a compromised and worsening living environment.
66. Defendant subsequently contacted Plaintiff and provided its representatives with the air quality test results and photos of the damage throughout Defendant's Home.
67. Defendant agreed to have Plaintiff thoroughly and completely remediate the damage to Defendant's Home and personal property.
68. On February 7, 2022, Plaintiff had its employees, workers, and agents begin working throughout Defendant's Home, including packing up and removing some of Defendant's personal property items for cleaning and restoration.
69. On or about February 18, 2022, Plaintiff's project manager for the work informed Defendant that Plaintiff had completed its work on the Home
70. On or about February 21, 2022, Plaintiff's project manager for the work returned to the Home and took samples for air quality testing inside the Home.
71. On or about February 24, 2021, Plaintiff's project manager informed Defendant that the air quality test results confirmed that Defendant's Home had been cleaned properly and the indoor environment was safe.
72. On February 28, 22, Plaintiff returned numerous boxes of Defendant's personal property items that it had removed but failed to clean or restore while in Plaintiff's possession and control. Many of the personal items were damaged further while they had been removed from Defendant's Home.
73. Over the weeks that followed, Defendant began noticing areas of spotting and streaking throughout her Home, including discoloration on the wood walls and various areas of sheetrock.

74. Additional air quality testing was performed in May 2022 and found the air quality within the Defendant's Home was contaminated and/or compromised.
75. As set forth further herein, as a direct and proximate result of the acts and omissions of the Plaintiff and Third-Party Defendants the Defendant has sustained personal injuries and other damages to her Home and her personal property that have exceeded and will easily exceed the sum of Seven Thousand Five Hundred and No. Dollars (\$7,500.00).

ESTOPPEL FOR PLEADING NOTICE OF OPPORTUNITY TO CURE

76. The Plaintiff and Third-Party Defendants are estopped from relying on the Notice of Opportunity to Cure Act to stay the progression of Defendant's counterclaims and third-party claims.
77. Defendant has placed the Plaintiff and Third-Party Defendants on sufficient notice of Home's defective conditions and resulting damages within any statutory period prescribed by the Act and the Plaintiff and Third-Party Defendants have failed to respond or make any offer to remedy the defects and/or damages.
78. Therefore, the Plaintiff and Third-Party Defendants were provided an opportunity to cure the Home's defective condition and damages but have failed to adequately perform.

FOR AN FIRST CAUSE OF ACTION
(Negligence/Gross Negligence Against Bradley)

79. Defendant repeats and re-alleges the allegations contained in the above paragraphs as if more fully set forth herein.
80. At all times relevant hereto, Third-Party Defendant Bradley and its agents, servants, employees, and subcontractors undertook and had a duty to Defendant to exercise due care in performing its work on Defendant's Home in a good workmanlike manner and with suitable materials, in accordance with the applicable building codes, state law, good design,

and in conformance with the prevailing industry standards.

81. Third-Party Defendant Bradley breached its duties to Defendant in a manner that was negligent, careless, reckless, grossly negligent, willful, and wanton in the following particulars:

- a. In failing to shut off the water supply to the Home prior to working on the plumbing system;
- b. In failing to properly work on the plumbing system in the Home;
- c. In failing to make proper repairs to the plumbing system in the Home;
- d. In failing to warn Defendant that its work may damage or break the plumbing system in the Home;
- e. In failing to protect the areas and property surrounding the plumbing system from a break in the plumbing system or water lines;
- f. In failing to stop the escape of water from the plumbing system in the Home;
- g. In failing to clean-up and remove the water from the Home that escaped from the plumbing system;
- h. In failing to have qualified workers or subcontractors perform the work;
- i. In failing to properly train the workers or subcontractors that performed the work;
- j. In failing to act as a reasonable person would in the circumstances then and there prevailing; and
- k. Such other failures to be proven at trial.

82. Defendant has been damaged as a direct and proximate result of the negligence, carelessness, recklessness, gross negligence, willfulness, and wantonness of the Third-Party Defendant Bradley.

83. If it is shown that said failures were committed with gross negligence and/or reckless disregard for the rights of others, and/or constituted negligence *per se*, Defendant is entitled to an award of punitive damages against the Third-Party Defendant Bradley.

FOR AN ADDITIONAL CAUSE OF ACTION
(Negligence/Gross Negligence Against Servepro And Duraclean)

84. Defendant re-alleges each of the answers, defenses, and allegations contained in this pleading as if fully set forth herein.
85. At all times relevant herein, Plaintiff and Third-Party Defendant Duraclean were engaged in the business of providing property damage remediation and restoration services, including the remediation of water losses, mold remediation, and cleaning the interior of Homes and personal property items, including remediation and restoration work on projects such as the work that was performed on the Home that is the subject of this action following the water loss in August 2021.
86. At all times relevant hereto, Plaintiff and Third-Party Defendant Duraclean and their agents, servants, employees, and subcontractors undertook and had a duty to Defendant to exercise due care in performing their work on Defendant's Home in a good workmanlike manner and with suitable materials and proper product, in accordance with the applicable building codes, state law, good design, and in conformance with the prevailing industry standards.
87. Plaintiff and Third-Party Defendant Bradley breached their duties to Defendant in a manner that was negligent, careless, reckless, grossly negligent, willful, and wanton in the following particulars:
- a. In failing to clearly inform Defendant of the scope of their work on the Home;
 - b. In failing to properly remediate the Home and the Defendant's personal property items;
 - c. In failing to properly clean the interior surfaces, systems, and finishes in the Home and Defendant's personal property items;
 - d. In failing to warn Defendant that its work may damage or compromise interior surfaces and finishes in the Home and Defendant's personal property items;

- e. In failing to protect the areas and property surrounding the areas where the Plaintiff and the Third-Party Defendant performed its work;
 - f. In failing to completely remediate and restore the Home and the Defendant's personal property items;
 - g. In failing to clean-up and remove the mold and toxic substances from the Home and Defendant's personal property items;
 - h. Returning contaminated personal property items to the Home and reintroducing toxic and contaminants into the Home;
 - i. In failing to use appropriate products and materials when performing their work on the Home and Defendant's personal property items;
 - j. In failing to properly instruct and train its workers on how to properly perform their work;
 - k. In failing to properly supervise their workers;
 - l. In failing to hire sufficient workers to perform the work in a timely and complete manner;
 - m. In failing to hire or use qualified employers or subcontractors to perform the work;
 - n. In failing to act as a reasonable person would in the circumstances then and there prevailing; and
 - o. Such other failures to be proven at trial.
88. Defendant has been damaged as a direct and proximate result of the negligence, carelessness, recklessness, gross negligence, willfulness, and wantonness of the Plaintiff and Third-Party Defendant Duraclean.
89. If it is shown that said failures were committed with gross negligence and/or reckless disregard for the rights of others, and/or constituted negligence *per se*, Defendant is entitled to an award of punitive damages against the Plaintiff and Third-Party Defendant Duraclean.

FOR AN ADDITIONAL CAUSE OF ACTION
(Negligence/Gross Negligence Against John Doe Defendants)

90. Defendant re-alleges each of the answers, defenses, and allegations contained in this pleading as if fully set forth herein.
91. At all times relevant herein, the John Doe Defendants were subcontractors and/or material suppliers that assisted with or performed their respective work for or on behalf of Plaintiff, Third-Party Defendant Bradley, and Third-Party Defendant Duraclean including the work that the Plaintiff, Third-Party Defendant Bradley, and Third-Party Defendant Duraclean performed on the Home that is the subject of this lawsuit.
92. At all times relevant hereto, the John Doe Defendants and their agents, servants, employees, and subcontractors undertook and had a duty to Defendant to exercise due care in performing their work on Defendant's Home in a good workmanlike manner and with suitable materials and proper product, in accordance with the applicable building codes, state law, good design, and in conformance with the prevailing industry standards.
93. The John Doe Defendants have breached their duties to Defendant warranties by performing their work relating to the Defendants' Home in a defective manner as set forth above.
94. Defendant has been damaged as a direct and proximate result of the negligence, carelessness, recklessness, gross negligence, willfulness, and wantonness of the John Doe Defendants.
95. If it is shown that said failures were committed with gross negligence and/or reckless disregard for the rights of others, and/or constituted negligence *per se*, Defendant is entitled to an award of punitive damages against the John Doe Defendants.

FOR AN ADDITIONAL CAUSE OF ACTION
(Breach of Warranty Against Servpro, Bradley, Duraclean & John Doe Defendants)

96. Defendant re-alleges each of the answers, defenses, and allegations contained in this pleading as if fully set forth herein.
97. Plaintiff's, Third-Party Defendant Bradley's, Third-Party Defendant Duraclean's, and the John Doe Defendants' work each came with express and implied warranties that their work would be performed in a careful, diligent and workmanlike manner and that the Home and/or personal property items would be repaired, remediated, cleaned, and restored in a proper manner and with the proper products and in accordance with all applicable laws, building codes, and industry standards.
98. The aforementioned work came with implied warranties of fitness, merchantability, and workmanship.
99. Plaintiff, Third-Party Defendant Bradley, Third-Party Defendant Duraclean, and the John Doe Defendants have breached their respective warranties by performing their work in a defective manner as set forth above.
100. As a direct and proximate result of the Plaintiff's, Third-Party Defendant Bradley's, Third-Party Defendant Duraclean's, and the John Doe Defendants' breach of their implied warranties, Defendant has suffered actual and consequential damages.

FOR AN ADDITIONAL CAUSE OF ACTION
(Breach of Contract Against Servpro)

101. Defendant re-alleges each of the answers, defenses, and allegations contained in this pleading as if fully set forth herein.
102. Defendant and Plaintiff entered into an agreement for certain remediation and restoration work at the Home that is the subject of this action.

103. Plaintiff has breached the contract with Defendant by the acts or omissions of Plaintiff, Plaintiff's employees, Plaintiff's subcontractors and their agents and employees, and other persons and entities performing portions of the work for or supplying materials for, or on behalf of, the Plaintiff or any of its subcontractors. The acts and omissions include, but are not limited to, the following particulars:

- a. Failing to properly perform the work on Defendant's Home and personal property;
- b. Breaching the relationship of trust and confidence with Defendant;
- c. Failing to act in good faith in carrying out the work and communicating with Defendant about the results of the work and damage to Defendant's Home and personal property;
- d. Failing to perform the work in accordance with the agreement between the parties and applicable standards;
- e. Failing to remove and clean the contaminants and mold from areas of the interior finishes and other portions of the Home and furniture in the Home;
- f. Failing to perform the work in a good and workmanlike manner; and
- g. Such other breaches to be proven at trial.

104. As a direct and proximate cause of the breach(es) of contract by the Plaintiff as well as other acts and omissions, Defendant has been actually, directly, indirectly, consequentially, incidentally, and specially damaged all in an amount to be shown at trial.

WHEREFORE, having answered the Complaint and Attached Complaint of Plaintiff and asserted counterclaims and third-party claims against the Third-Party Defendants, the Defendant would pray for relief, including but not limited to, the following:

- a. The Court transfer this entire lawsuit to the Aiken County Court of Common Pleas pursuant to Pursuant to S.C. Code Ann. §22-3-30 (1976);
- b. The Court dismiss Plaintiff's claims with prejudice and award Defendant her attorney's fees and costs of defending this lawsuit;

- c. An award of actual and consequential damages, statutory, or punitive damages, and pre-judgment interest against Plaintiff and Third-Party Defendants on Defendant's counterclaims and third-party claims;
- d. An award of Defendant's attorney's fees and costs of suit; and
- e. Such further relief as the Court deems just and proper.

Respectfully submitted,

THE FLOYD LAW FIRM

By: /s/ James L. Floyd, III ("Lee")
James L. Floyd, III ("Lee")
S.C. Bar No. 74957
1834 Bluebird Road, Suite 2
Johns Island, SC 29455
(843) 258-1200
lfloyd@floydlawsc.com

July 6, 2022

Charleston, South Carolina

CERTIFICATE OF SERVICE

The undersigned of the Floyd Law Firm, attorney for the Defendant Marilyn Kille, hereby certifies that on July 6, 2022, I have served the below-listed counsel and parties in this action with a copy of the foregoing by mailing and/or emailing a copy of same to the following address(es):

Hull Barrett, P.C.
Jordan T. Bell (S.C. Bar #103989)
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Attorneys for Plaintiff

By: /s/ James L. Floyd, III ("Lee")

Charleston, South Carolina

STATE OF SOUTH CAROLINA)
)
COUNTY OF AIKEN)
)
)
SP OF AUGUSTA, LLC,)
)
)
Plaintiff,)
)
vs.)
)
MARILYN KILLE,)
)
)
Defendant.)

IN THE COURT OF COMMON PLEAS
FOR THE SECOND JUDICIAL CIRCUIT

CASE NO.: 2022-CP-02-01563

**SP OF AUGUSTA, LLC’S REPLY TO
DEFENDANT/THIRD-PARTY
PLAINTIFF’S ANSWER,
COUNTERCLAIMS AND THIRD-PARTY
COMPLAINT**

MARILYN KILLE,)
)
Third-Party Plaintiff,)
)
vs.)
)
)
BRADLEY PLUMBING AND)
HEATING, INC.; DURACLEAN)
SYSTEMS INCORPORATED OR)
NORTH AUGUSTA AND JOHN DOES)
1 THROUGH 10,)
)
Third-Party Defendants.)

COMES NOW Plaintiff and Counterclaim Defendant SP of Augusta, LLC (“Plaintiff”), by and through its undersigned attorneys, Marilyn Kille’s (“Defendant”) Answer, Counterclaim and Third-Party Complaint would respectfully show unto this Honorable Court as follows:

**REPLY TO THE COUNTERCLAIM
FOR A FIRST DEFENSE**

1. All of the allegations of Defendant’s Answer, Counterclaim and Third-Party Complaint that are not specifically admitted, denied, or otherwise modified are denied and strict proof thereof demanded.

2. The allegations of Paragraphs 1 through 37 appear to be Kille's Answer to Plaintiff's Complaint and require no response from Plaintiff. To the extent these allegations in any way allege any wrongdoing on the part of Plaintiff, they are denied and strict proof demanded.

3. Answering the allegations of the introductory unnumbered Paragraph, upon information and belief, the allegations relate to Defendant's Motion to Transfer this matter to circuit court, which upon information and belief, has occurred and as such is moot and requires no response from Plaintiff. To the extent that any of the allegations may construe wrongdoing on the part of Plaintiff, they are denied.

4. As to the allegations of Paragraph 38, Plaintiff realleges and reavers the foregoing paragraphs as set forth herein.

5. Upon information and belief, Plaintiff admits the allegations of Paragraphs 39 and 40.

6. Answering the allegations of Paragraph 41, Plaintiff admits that it is organized and existing under the laws of Georgia and that it is authorized to do business in South Carolina and does perform business in South Carolina. Plaintiff admits only that it contracted with Defendant for certain services and refers to the contract as the best evidence of the services to be provided or performed by Plaintiff. All remaining and inconsistent allegations are denied and strict proof thereof demanded.

7. Answering the allegations of Paragraph 42, 43 and 44, Plaintiff is without sufficient information to admit or deny the allegations, and therefore denies same.

8. Answering the allegations in Paragraphs 45 and 46, upon information and belief, the Paragraphs set forth allegations of jurisdiction and venue, and Plaintiff does not oppose jurisdiction or venue in the Court of Common Pleas for Aiken County.

9. Answering the allegations of Paragraph 47, Plaintiff is informed and believes that the matter arises out of non-payment for certain work at Defendant's house. Plaintiff is without sufficient information to admit or deny the allegations directed toward Third-Party Defendants.

10. Answering the allegations of Paragraph 48, Plaintiff avers it is qualified and capable to perform the work as contracted with Defendant and refers to the contract itself as best evidence of the services Plaintiff was to undertake at the Defendant's home. All inconsistent and remaining allegations are denied and strict proof demanded.

11. Plaintiff is without sufficient information to admit or deny the allegations of Paragraph 49, and therefore denies same.

12. Upon information and belief, the allegations of Paragraphs 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, and 62 are directed to other parties and do not require a response. To the extent a response is required, Plaintiff is without sufficient information and therefore denies same and demands strict proof thereof.

13. Plaintiff is without sufficient information to admit or deny the allegations of Paragraphs 63, 64, and 65 and therefore denies same and demands strict proof thereof.

14. Answering the allegations of Paragraphs 66 and 67, Plaintiff admits that Defendant contacted it at some point in December 2021 regarding potential remediation services for her home according to the terms and conditions of the contract entered into by Plaintiff and Defendant. Plaintiff avers that the written contract is the best evidence of the terms of the agreement. All remaining or inconsistent allegations are denied and strict proof thereof demanded.

15. Answering the allegations of Paragraphs 68 and 69, Plaintiff, upon information and belief, admits that in February 2022, it performed certain remediation services at Defendant's

property in accordance with the contract between the parties and that said work was completed in February, 2022. All remaining or inconsistent allegations are denied and strict proof demanded.

16. Answering the allegations of Paragraph 70, Plaintiff admits that following the completion of its work, Plaintiff returned to the Defendant's property and collected samples for certain testing. All remaining or inconsistent allegations are denied and strict proof demanded.

17. Answering the allegations of Paragraph 71, Plaintiff admits that following the return of the results from the air testing, Defendant received notice of said results and that the home exhibited acceptable levels of all materials tested. All remaining or inconsistent allegations are denied and strict proof demanded.

18. Answering the allegations of Paragraph 72, Plaintiff admits that it returned personal property items to Defendant following the completion of its work inside the property. All remaining or inconsistent allegations are denied and strict proof demanded.

19. Answering the allegations of Paragraphs 73, 74 and 75, Plaintiff is without sufficient information to admit or deny and denies same and demands strict proof.

20. Answering the allegations of Paragraphs 76, 77 and 78, Plaintiff denies that it is estopped from relying on the Notice of Opportunity to Cure Act and denies that Plaintiff has been provided an opportunity to investigate and/or cure the alleged defective conditions and damages and demands strict proof thereof.

ANSWERING THE FIRST CAUSE OF ACTION
(Negligence/Gross Negligence against Bradley)

21. Answering the allegations of Paragraph 79, Plaintiff realleges and reavers the foregoing paragraphs as if set forth fully herein.

22. Answering the allegations of Paragraphs 80, 81 (and all subparts), 82, and 83, Plaintiff is informed and believes that the allegations contained therein are directed to other parties

and do not require a response from Plaintiff. To the extent a response is required or any of the allegations may be construed to assert wrongdoing by Plaintiff, Plaintiff denies the allegations and demands strict proof thereof.

ANSWERING THE SECOND CAUSE OF ACTION
(Negligence/Gross Negligence Against Servpro and Duraclean)

23. Answering the allegations of Paragraph 84, Plaintiff realleges and reavers the foregoing paragraphs as if set forth fully herein.

24. Answering the allegations of Paragraphs 85 and 86, to the extent the allegations are directed towards Plaintiff, Plaintiff admits that it provides certain remediation and restoration services for property such as Defendant's residence, and that Plaintiff was contracted by Defendant to provide certain services as are included in the written contract between Plaintiff and Defendant. Plaintiff refers to and incorporates that written contract as the best evidence for the services Plaintiff was to perform. All remaining and inconsistent allegations are denied and strict proof demanded. To the extent the allegations are directed to Duraclean and its acts or omissions, Plaintiff is without sufficient information to admit or deny and therefore denies same.

25. Answering the allegations of Paragraphs 87 (and all subparts), 88, and 89, to the extent the allegations are directed towards Plaintiff, Plaintiff denies the allegations and demands strict proof thereof. To the extent the allegations are directed toward Duraclean and its acts or omissions, Plaintiff is without sufficient information to admit or deny and therefore denies same.

ANSWERING THIRD CAUSE OF ACTION
(Negligence/Gross Negligence Against John Doe Defendants)

26. Answering the allegations of Paragraph 90, Plaintiff realleges and reavers the foregoing paragraphs as if set forth fully herein.

27. Answering the allegations of Paragraphs 91, 92, 93, 94, and 95, Plaintiff is informed and believes that the allegations contained therein are directed to other parties and do not require a response from Plaintiff. To the extent a response is required or any of the allegations may be construed to assert wrongdoing by Plaintiff, Plaintiff denies the allegations and demands strict proof thereof.

ANSWERING THE FOURTH CAUSE OF ACTION
(Breach of Warranty Against Servpro, Bradley, Duraclean & John Doe Defendants)

28. Answering the allegations of Paragraph 96, Plaintiff realleges and reavers the foregoing paragraphs as if set forth fully herein.

29. Answering the allegations of Paragraphs 97 and 98, Plaintiff avers that the written contract is the best evidence of any warranties to be provided by Plaintiff and denies the allegations to the extent they are inconsistent with the written agreement between Plaintiff and Defendant and demands strict proof thereof.

30. Answering the allegations of Paragraphs 99 and 100, Plaintiff denies the allegations to the extent directed to the acts or omissions of Plaintiff and demands strict proof.

ANSWERING THE FIFTH CAUSE OF ACTION
(Breach of Contract against Servpro)

31. Answering the allegations of Paragraph 101, Plaintiff realleges and reavers the foregoing paragraphs as if set forth fully herein.

32. Answering the allegations of Paragraph 102, Plaintiff admits that Defendant and Plaintiff entered into a written agreement and avers the written instrument is the best evidence of the services to be provided. To the extent the allegations are inconsistent with the written agreement, Plaintiff denies the allegations and demands strict proof.

33. Answering the allegations of Paragraphs 103 (and all subparts), and 104, Plaintiff denies the allegations and demands strict proof.

34. The final paragraph, which is not numbered, constitutes a prayer for relief which requires no response. To the extent a response is required, Plaintiff denies each allegation contained therein and demands strict proof thereof.

FOR A SECOND DEFENSE
AND BY WAY OF AN AFFIRMATIVE DEFENSE
(Express Contract)

35. Plaintiff realleges and reavers the foregoing paragraphs as if set forth fully herein.

36. Without waiving, subject to the foregoing, and/or in the alternative thereto, Defendant's Counterclaims are barred, in whole or in part, because of the express contract.

FOR A THIRD DEFENSE
AND BY WAY OF AN AFFIRMATIVE DEFENSE
(Laches)

37. Plaintiff realleges and reavers the foregoing paragraphs as if set forth fully herein.

38. Without waiving, subject to the foregoing, and/or in the alternative thereto, Defendant's Counterclaims are barred, in whole or in part, by the equitable doctrine of laches in that the passage of time and changes to the condition of the subject house make it unjust to permit Defendant to prosecute one or more of its claims.

FOR A FOURTH DEFENSE
AND BY WAY OF AN AFFIRMATIVE DEFENSE
(Comparative Negligence)

39. Plaintiff realleges and reavers the foregoing paragraphs as if set forth fully herein.

40. Without waiving, subject to the foregoing, and/or in the alternative thereto, Defendant's Counterclaims are barred, in whole or in part, by Defendant's negligence.

**FOR A FIFTH DEFENSE
AND BY WAY OF AN AFFIRMATIVE DEFENSE
(Intervening or Superseding Cause)**

41. Plaintiff realleges and reavers the foregoing paragraphs as if set forth fully herein.

42. Without waiving, subject to the foregoing, and/or in the alternative thereto, Defendant's Counterclaims are barred, in whole or in part, by an intervening or superseding cause of Defendant's injuries and/or damages.

**FOR A SIXTH DEFENSE
AND BY WAY OF AN AFFIRMATIVE DEFENSE
(Economic Loss Rule)**

43. Plaintiff realleges and reavers the foregoing paragraphs as if set forth fully herein.

44. Without waiving, subject to the foregoing, and/or in the alternative thereto, by the economic loss rule in that Defendant is seeking to recover in tort for damages that arise, if at all, under contract.

**FOR A SEVENTH DEFENSE
AND BY WAY OF AN AFFIRMATIVE DEFENSE
(Acts of Third Parties)**

45. Plaintiff realleges and reavers the foregoing paragraphs as if set forth fully herein.

46. Without waiving, subject to the foregoing, and/or in the alternative thereto, Defendant's Counterclaims are barred, in whole or in part, because the damages Defendant has allegedly suffered were the result of the actions of Defendant's agents or other third parties for whom Plaintiff bears no responsibility.

**FOR AN EIGHTH DEFENSE
AND BY WAY OF AN AFFIRMATIVE DEFENSE
(Spoliation of Evidence)**

47. Plaintiff realleges and reavers the foregoing paragraphs as if set forth fully herein.

48. Without waiving, subject to the foregoing, and/or in the alternative thereto, Defendant's Counterclaims are barred, in whole or in part, by Defendant's spoliation of evidence related to Defendant's alleged damages and the causation of Defendant's alleged injuries.

**FOR A NINTH DEFENSE
AND BY WAY OF AN AFFIRMATIVE DEFENSE
(Prior Breach)**

49. Plaintiff realleges and reavers the foregoing paragraphs as if set forth fully herein.

50. Without waiving, subject to the foregoing, and/or in the alternative thereto, Defendant's Counterclaims are barred, in whole or in part, because of Defendant's prior breach of Agreement.

**FOR A TENTH DEFENSE
AND BY WAY OF AN AFFIRMATIVE DEFENSE
(Improper Damages)**

51. Plaintiff realleges and reavers the foregoing paragraphs as if set forth fully herein.

52. Without waiving, subject to the foregoing, and/or in the alternative thereto, Defendant's alleged damages are barred to the extent Defendant seeks damages other than as allowed by contract, law, and/or equity, including, but not limited to, the recovery limits set forth in S.C. Code Ann. § 15-32-530, and that the imposition of punitive damages on the basis of events giving rise to the Counterclaims would deprive the Plaintiff of liberty and property without due process of law, would impose cruel and unusual punishment and excessive fines, and would deny the equal protection of the laws in violation of the Fifth, Sixth, Eighth, and Fourteenth Amendments of the Constitution of the United State and the comparable provision of the Constitution of the State of South Carolina.

**FOR AN ELEVENTH DEFENSE
AND BY WAY OF AN AFFIRMATIVE DEFENSE
(Failure to Mitigate)**

53. Plaintiff realleges and reavers the foregoing paragraphs as if set forth fully herein.

54. Without waiving, subject to the foregoing, and/or in the alternative thereto, Defendant's Counterclaims are barred, in whole or in part, by Defendant's failure to mitigate.

**FOR A TWELFTH DEFENSE
AND BY WAY OF AN AFFIRMATIVE DEFENSE
(Limitations of Claims)**

55. Plaintiff realleges and reavers the foregoing paragraphs as if set forth fully herein.

56. Without waiving, subject to the foregoing, and/or in the alternative thereto, Defendant's Counterclaims are barred, in whole or in part, by the terms of the Agreement.

**FOR A THITEENTH DEFENSE
AND BY WAY OF AN AFFIRMATIVE DEFENSE
(Unclean Hands)**

57. Plaintiff realleges and reavers the foregoing paragraphs as if set forth fully herein.

58. Without waiving, subject to the foregoing, and/or in the alternative thereto, Defendant's Counterclaims are barred, in whole or in part, to the extent Defendant has unclean hands as a result of being negligent, grossly negligent, willful, wanton and reckless, resulting in damages allegedly sustained by Defendant.

**FOR A FOURTEENTH DEFENSE
AND BY WAY OF AN AFFIRMATIVE DEFENSE
(Responsibility Limited by Agreement)**

59. Plaintiff realleges and reavers the foregoing paragraphs as if set forth fully herein.

60. Without waiving, subject to the foregoing, and/or in the alternative thereto, Defendant's Counterclaims are barred, in whole or in part, to the extent the conditions and

deficiencies allege to exist by Defendant may not be within the scope of services which were requested of Plaintiff.

FOR A FIFTEENTH DEFENSE
AND BY WAY OF AN AFFIRMATIVE DEFENSE
(Failure to Maintain)

61. Plaintiff realleges and reavers the foregoing paragraphs as if set forth fully herein.

62. Without waiving, subject to the foregoing, and/or in the alternative thereto, Defendant's Counterclaims are barred, in whole or in part, to the extent Defendant failed in Defendant's obligation to maintain the Subject Property against normal wear, tear, and deterioration due to age and the elements.

FOR A SIXTEENTH DEFENSE
AND BY WAY OF AN AFFIRMATIVE DEFENSE
(Industry Standards)

63. Plaintiff realleges and reavers the foregoing paragraphs as if set forth fully herein.

64. Without waiving, subject to the foregoing, and/or in the alternative thereto, Defendant's Counterclaims are barred, in whole or in part, on account that Plaintiff's work and services at all times were in conformity with industry standards at the time.

FOR A SEVENTEENTH DEFENSE
AND BY WAY OF AN AFFIRMATIVE DEFENSE
(Rule 8(c))

65. Plaintiff realleges and reavers the foregoing paragraphs as if set forth fully herein.

66. To the extent applicable, Plaintiff raises all affirmative defenses required by Rule 8(c) of the South Carolina Rules of Civil Procedure.

FOR AN EIGHTEENTH DEFENSE
AND BY WAY OF AN AFFIRMATIVE DEFENSE
(Failure to Join)

67. Plaintiff realleges and reavers the foregoing paragraphs as if set forth fully herein.

68. Without waiving, subject to the foregoing, and/or in the alternative thereto, Defendant's Counterclaims are barred, in whole or in part, by the actions of, and Defendant's failure to join, third parties, who upon information and belief, performed work on the home of which the Defendant now complains.

**FOR A NINETEENTH DEFENSE
AND BY WAY OF AN AFFIRMATIVE DEFENSE
(S.C. Code Ann. § 40-59-810, *et seq.*)**

69. Plaintiff realleges and reavers the foregoing paragraphs as if set forth fully herein.

70. Without waiving, subject to the foregoing, and/or in the alternative thereto, Defendant's Counterclaims are barred, in whole or in part, by Defendant's failure to comply with S.C. Code Ann § 40-59-810, *et seq.*

**FOR A TWENTIETH DEFENSE
AND BY WAY OF AN AFFIRMATIVE DEFENSE
(Betterment)**

71. Plaintiff realleges and reavers the foregoing paragraphs as if set forth fully herein.

72. Without waiving, subject to the foregoing, and/or in the alternative thereto, Defendant's Counterclaims are barred or offset under the doctrine of betterment.

**FOR A TWENTY-FIRST DEFENSE
AND BY WAY OF AN AFFIRMATIVE DEFENSE
(Incorporation of Other Defenses)**

73. Plaintiff realleges and reavers the foregoing paragraphs as if set forth fully herein.

74. Without waiving, subject to the foregoing, and/or in the alternative thereto, Plaintiff incorporates by reference all defenses pled by any other defendant which apply to Defendant's Counterclaims against Plaintiff and which are not inconsistent with this Plaintiff's other defenses asserted herein.

FOR A TWENTY-SECOND DEFENSE
AND BY WAY OF AN AFFIRMATIVE DEFENSE
(Set-Off)

75. Plaintiff realleges and reavers the foregoing paragraphs as if set forth fully herein.

76. Without waiving, subject to the foregoing, and/or in the alternative thereto, Defendant's Counterclaims are barred, set off, reduced, abated, or apportioned to the extent that Defendant or any other party's actions caused or contributed to the Defendant's alleged damages.

FOR A TWENTY-THIRD DEFENSE
AND BY WAY OF AN AFFIRMATIVE DEFENSE
(Waiver of Jury Trial)

77. Plaintiff realleges and reavers the foregoing paragraphs as if set forth fully herein.

78. Defendant has waived its right to a jury trial and all claims between Plaintiff and Defendant are to be determined through a non-jury trial and this matter should be removed from a jury roster.

RESERVATION AND NON-WAIVER

79. Plaintiff realleges and reavers the foregoing paragraphs as if set forth fully herein.

80. Plaintiff reserves and does not waive any additional or further defenses as may be revealed by additional information that may be acquired in discovery or otherwise.

WHEREFORE, Plaintiff SP of Augusta, LLC prays the Court for judgment as follows:

1. that the Counterclaims be dismissed with prejudice;
2. that the Defendant have and recover nothing of its Counterclaims;
3. that Plaintiff be awarded judgment and relief on its claims as set forth it in its Complaint;
4. that Plaintiff be awarded its attorneys' fees as provided by the agreement between the parties, in an amount to be proven;

5. that any trial shall be conducted as a bench trial and this matter be bifurcated pursuant to S.C. Code Ann. § 15-32-520;
6. that the Court enter judgment that all other costs of this action be taxed against a party other than Plaintiff; and
7. for such other and further relief as the Court deems just and proper.

Respectfully submitted,

WALL TEMPLETON & HALDRUP, PA

/s/ *Stephanie G. Brown*

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Defendant SP Of Augusta, LLC

- and -

HULL BARRETT, P.C.

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Dated: August 29, 2022
Charleston, South Carolina

STATE OF SOUTH CAROLINA)
)
 COUNTY OF AIKEN)
)
 SP of Augusta, LLC,)
)
 Plaintiff,)
)
 v.)
)
 Marilyn Kille,)
)
 Defendant.)
 _____)
 Marilyn Kille,)
)
 Third-Party Plaintiff,)
)
 v.)
)
 Bradley Plumbing and Heating, Inc.;)
 Duraclean Systems Incorporated of North)
 Augusta and John Does 1 through 10,)
)
 Third-Party Defendants.)
 _____)

IN THE COURT OF COMMON PLEAS
FOR THE SECOND JUDICIAL CIRCUIT

Case No. 2022-CP-02-01563

**THIRD PARTY DEFENDANT
DURACLEAN SYSTEMS
INCORPORATED OF NORTH
AUGUSTA’S ANSWER TO THIRD-
PARTY COMPLAINT**

(Jury Trial Demanded)

Third-Party Defendant Duraclean Systems Incorporated of North Augusta (“Third-Party Defendant” or “Duraclean”), answering the Third-Party Complaint of Defendant/Third-Party Plaintiff Marilyn Kille (“Third-Party Plaintiff”) respectfully alleges and will show unto the Court as follows:

FOR A FIRST DEFENSE

Answering Third-Party Plaintiff’s Jurisdictional Allegations

1. Duraclean would show that Paragraphs 1 through 38 do not contain allegations directed at Duraclean and merely state and re-allege Third-Party Plaintiff’s answer and defenses to Plaintiff’s Complaint, and, therefore, no response is required. To the extent any allegations

contained in Paragraphs 1 through 38 of Third-Party Plaintiff's Complaint could be construed to allege fault or liability on part of Duraclean, the same is denied.

2. Duraclean is without knowledge or information sufficient to form a belief as to the allegations contained in Paragraphs 39 through 42 of Third-Party Plaintiff's Complaint and it accordingly denies the same.

3. Duraclean admits only so much of the allegations of Paragraph 43 of Third-Party Plaintiff's Complaint as could be construed to allege that Duraclean is a corporation organized and existing under the laws of the State of South Carolina and that Duraclean performed a limited scope of work at the subject property. Duraclean denies the remaining allegations of Paragraph 43 of Third-Party Plaintiff's Complaint as written.

4. Duraclean is without knowledge or information sufficient to form a belief as to the allegations contained in Paragraph 44 of Third-Party Plaintiff's Complaint and it accordingly denies the same.

5. Duraclean would show that Paragraphs 45 and 46 of Third-Party Plaintiff's Complaint contain legal conclusions for which no response is required.

Answering Third-Party Plaintiff's Factual Allegations

6. Responding to Paragraph 47 of Third-Party Plaintiff's Complaint, Duraclean would state that the Complaint and Third-Party Complaint are themselves the best evidence of their contents, and Duraclean denies any and all allegations inconsistent therewith.

7. Duraclean admits only so much of the allegations of Paragraph 48 of Third-Party Plaintiff's Complaint as could be construed to allege that Duraclean is a company engaged in providing services to various customers. Duraclean is without knowledge or information sufficient

to form a belief as to the remaining allegations of Paragraph 48 of Third-Party Plaintiff's Complaint and it accordingly denies the same.

8. Duraclean is without knowledge or information sufficient to form a belief as to the allegations contained in Paragraphs 49 through 55 of Third-Party Plaintiff's Complaint and it accordingly denies the same.

9. Duraclean admits only so much of the allegations of Paragraph 56 of Third-Party Plaintiff's Complaint as could be construed to allege that Duraclean began performing its limited scope of work at the subject property after the initial incident giving rise to Third-Party Plaintiff's alleged injuries occurred.

10. Duraclean denies the allegations of Paragraph 57 of Third-Party Plaintiff's Complaint as written.

11. Duraclean denies the allegations of Paragraph 58 of Third-Party Plaintiff's Complaint.

12. Duraclean admits only so much of the allegations of Paragraph 59 of Third-Party Plaintiff's Complaint as could be construed to allege that Duraclean made arrangements to retrieve and perform cleaning work for a select number of rugs located at Third-Party Plaintiff's residence. Duraclean denies the remaining allegations of Paragraph 59 of Third-Party Plaintiff's Complaint as written.

13. Duraclean denies the allegations of Paragraphs 60 and 61 of Third-Party Plaintiff's Complaint.

14. Duraclean admits only so much of the allegations of Paragraph 62 of Third-Party Plaintiff's Complaint as could be construed to allege that Duraclean returned a certain number of rugs that Duraclean had removed from Third-Party Plaintiff's home after the rugs had been

cleaned. Duraclean denies the remaining allegations of Paragraph 62 of Third-Party Plaintiff's Complaint.

15. Duraclean is without knowledge or information sufficient to form a belief as to the allegations contained in Paragraphs 63 through 74 of Third-Party Plaintiff's Complaint and it accordingly denies the same.

16. Duraclean denies the allegations of Paragraph 75 of Third-Party Plaintiff's Complaint to the extent those allegations are directed at Duraclean. Duraclean is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations of Paragraph 75 of Third-Party Plaintiff's Complaint and it accordingly denies the same.

**Answering Third-Party Plaintiff's Allegations Regarding Estoppel
for Pleading Notice of Opportunity to Cure**

17. Duraclean would show that Paragraph 76 of Third-Party Plaintiff's Complaint contain legal conclusions for which no response is required. To the extent a response is deemed necessary, Duraclean denies the allegations of Paragraph 76 of Third-Party Plaintiff's Complaint.

18. Duraclean denies the allegations contained in Paragraphs 77 and 78 of Third-Party Plaintiff's Complaint.

Answering Third-Party Plaintiff's First Cause of Action

19. Answering Paragraph 79, Duraclean adopts and realleges each and every allegation set forth above, and not inconsistent herewith, as if fully repeated herein.

20. Duraclean would show that Paragraph 80 of Third-Party Plaintiff's Complaint contain legal conclusions for which no response is required. To the extent a response is deemed necessary, Duraclean denies the allegations of Paragraph 80 of Third-Party Plaintiff's Complaint.

21. Duraclean is without knowledge or information sufficient to form a belief as to the allegations contained in Paragraphs 81 through 83 of Third-Party Plaintiff's Complaint and it accordingly denies the same.

Answering Third-Party Plaintiff's Second Cause of Action

22. Answering Paragraph 84, Duraclean adopts and realleges each and every allegation set forth above, and not inconsistent herewith, as if fully repeated herein.

23. Duraclean admits only so much of the allegations of Paragraph 85 of Third-Party Plaintiff's Complaint as could be construed to allege that Duraclean performed a limited scope of work at the subject property after the initial incident giving rise to Third-Party Plaintiff's alleged injuries occurred. Duraclean denies the remaining allegations of Paragraph 85 of Third-Party Plaintiff's Complaint as written.

24. Duraclean would show that Paragraph 86 of Third-Party Plaintiff's Complaint contain legal conclusions for which no response is required. To the extent a response is deemed necessary, Duraclean denies the allegations of Paragraph 86 of Third-Party Plaintiff's Complaint.

25. Duraclean denies the allegations of Paragraphs 87 through 89 of Third-Party Plaintiff's Complaint to the extent those allegations are directed at Duraclean. Duraclean is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations of Paragraphs 87 through 89 of Third-Party Plaintiff's Complaint and it accordingly denies the same.

Answering Third-Party Plaintiff's Additional Cause of Action

26. Answering Paragraph 90, Duraclean adopts and realleges each and every allegation set forth above, and not inconsistent herewith, as if fully repeated herein.

27. Duraclean is without knowledge or information sufficient to form a belief as to the allegations contained in Paragraphs 91 through 96 of Third-Party Plaintiff's Complaint and it accordingly denies the same.

Answering Third-Party Plaintiff's (Second) Additional Cause of Action

28. Answering Paragraph 96, Duraclean adopts and realleges each and every allegation set forth above, and not inconsistent herewith, as if fully repeated herein.

29. Duraclean denies the allegations of Paragraphs 97 through 100 of Third-Party Plaintiff's Complaint to the extent those allegations are directed at Duraclean. Duraclean is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations of Paragraphs 97 through 100 of Third-Party Plaintiff's Complaint and it accordingly denies the same.

Answering Third-Party Plaintiff's (Third) Additional Cause of Action

30. Answering Paragraph 101, Duraclean adopts and realleges each and every allegation set forth above, and not inconsistent herewith, as if fully repeated herein.

31. Duraclean admits the allegations of Paragraph 102 of Third-Party Plaintiff's Complaint upon information and belief.

32. Duraclean denies the allegations of Paragraph 103 of Third-Party Plaintiff's Complaint to the extent those allegations could be construed as to allege that Duraclean was responsible, in whole or in part, for any alleged breach of contract. Duraclean is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations of Paragraph 103 of Third-Party Plaintiff's Complaint and it accordingly denies the same.

33. Duraclean is without knowledge or information sufficient to form a belief as to the allegations contained in Paragraph 104 of Third-Party Plaintiff's Complaint and it accordingly denies the same

34. Duraclean denies Third-Party Plaintiff's prayer for relief, the paragraph beginning "WHEREFORE" as written.

35. Duraclean denies each and every allegation of Third-Party Plaintiff's Complaint not admitted, qualified, or explained herein.

FOR A SECOND DEFENSE

36. Third-Party Plaintiff's Complaint fails to state facts constituting causes of action against Duraclean and, therefore, Duraclean is entitled to dismissal pursuant to Rule 12(b)(6), SCRPC.

37. In the alternative, Duraclean hereby moves this Court for an order requiring Third-Party Plaintiff to provide a more definite statement as to Duraclean's acts or omissions giving rise to Third-Party Plaintiff's alleged injuries and a more definite statement of Third-Party Plaintiff's alleged injuries.

FOR A THIRD DEFENSE

38. Duraclean asserts that any alleged injuries or damages sustained by Third-Party Plaintiff, which injuries and/or damages are hereby specifically denied, were due to and were the proximate result of the sole negligence and/or recklessness of third persons or parties, for whose conduct Duraclean is not liable to Third-Party Plaintiff in any sum whatsoever. Third-Party Plaintiff has not suffered any damages caused by the actions of Duraclean.

FOR A FOURTH DEFENSE

39. Duraclean asserts that Third-Party Plaintiff's alleged injuries and damages were caused by concurring, superseding and/or intervening causes.

FOR A FIFTH DEFENSE

40. To the extent Third-Party Plaintiff's Complaint seeks punitive damages, any award of punitive damages in Third-Party Plaintiff's favor would violate those clauses of the United States Constitution and the South Carolina Constitution pertaining to privileges and immunities, due process, and equal protection.

41. Duraclean asserts entitlement to all benefits, privileges, protections, and limitations on any punitive damages award under the South Carolina Fairness in Civil Justice Act of 2011, as codified in S.C. Code Ann. §§15-32-510, 15-32-520, 15-32-530 and 15-32-540 et seq.

FOR A SIXTH DEFENSE

42. Duraclean alleges that, upon information and belief, any warranties regarding Duraclean's scope of work were disclaimed, modified, and/or excluded.

FOR A SEVENTH DEFENSE

43. Duraclean alleges that Third-Party Plaintiff has failed to mitigate her damages as required by law.

FOR AN EIGHTH DEFENSE

44. Duraclean alleges that its work was in compliance with plans, specifications, and directions provided by others, or at the direction of others, and accordingly Duraclean has no liability to Third-Party Plaintiff in this action.

FOR A NINTH DEFENSE

45. To the extent Duraclean owed any legal duties to Third-Party Plaintiff, it did not breach any such duty and, accordingly, Third-Party Plaintiff's Complaint as to Duraclean must be dismissed.

FOR A TENTH DEFENSE

46. To the extent Duraclean breached any legal duty to Third-Party Plaintiff, which it denies, the fact of such breach was not a legal or proximate cause of any damages complained of by Third-Party Plaintiff and, accordingly, Third-Party Plaintiff's Complaint as to Duraclean must be dismissed.

FOR AN ELEVENTH DEFENSE

47. Any recovery by Third-Party Plaintiff's receive must be reduced or offset by amounts Third-Party Plaintiff received or will recover from others for the same injuries/damages claimed in this suit.

FOR A TWELFTH DEFENSE

48. Any and all work or services provided by Duraclean met all relevant industry customs, practices, and standards.

FOR A THIRTEENTH DEFENSE

49. Duraclean alleges that it did not have control or possession of some or all of the instrumentalities allegedly responsible for the claimed injuries of Third-Party Plaintiff, and therefore should serve as a bar from recovery against Duraclean.

FOR A FOURTEENTH DEFENSE

50. Duraclean reserves and does not waive any additional or further defenses as may be revealed by additional information that may be acquired in discovery or otherwise.

WHEREFORE, having fully answered the Third-Party Complaint of Marilyn Kille herein, Duraclean pray that Defendant/Third-Party Plaintiff's Complaint be dismissed, and that Duraclean be awarded the costs of this action, and for such other and further relief as the Court may deem just and proper.

Respectfully submitted,

/s/Lee H. Nanney

Ronald G. Tate, Jr. (S.C. Bar No. 5475)

Lee H. Nanney (S.C. Bar No. 105480)

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October 12, 2022

*Attorneys for Third-Party Defendant Duraclean
Systems Incorporated of North Augusta*

Third-Party Defendant Duraclean Systems Incorporated of North Augusta requests a trial by jury of those issues so triable.

/s/ Lee H. Nanney

Lee H. Nanney

STATE OF SOUTH CAROLINA)	
	)	IN THE COURT OF COMMON PLEAS
COUNTY OF AIKEN)	
)	
SP OF AUGUSTA, LLC,	)	Civil Action No. 2022CP0201563
)	
Plaintiff,)	
)	
vs.	)	BRADLEY PLUMBING AND
	)	HEATING, INC.’S ANSWER TO
MARILYN KILLE,	)	THIRD PARTY COMPLAINT
	)	(Jury Trial Demanded)
Defendant.)	
)	
_____)	
)	
MARILYN KILLE,)	
)	
Third-Party Plaintiff,)	
)	
vs.)	
)	
BRADLEY PLUMBING AND HEATING,)	
INC., DURACLEAN SYSTEMS)	
INCORPORATED OF NORTH)	
AUGUSTA, AND JOHN DOES 1)	
THROUGH 10,)	
)	
Third-Party Defendants.)	

Third-Party Defendant, Bradley Plumbing and Heating, Inc. (hereinafter, “Third-Party Defendant”) answers the Third-Party Complaint and respectfully asserts the following:

FOR A FIRST DEFENSE

1. Each and every allegation of the Third-Party Complaint not specifically admitted is denied.

FOR A SECOND DEFENSE

2. Third-Party Defendant would respectfully show each and every cause of action set forth in the Third-Party Complaint fails to state a claim upon which relief can be granted and, therefore, the Third-Party Complaint should be dismissed pursuant to Rule 12(b)(6) of the SCRPC and/or other applicable law.

FOR A THIRD DEFENSE

3. Third-Party Defendant asserts that Paragraphs 1 through 38 of the Third-Party Plaintiff's Answer and Third-Party Complaint do not require a response from Third-Party Defendant. To the extent these paragraphs make allegations against Third-Party Defendant, and the same is denied, they are denied.

4. Third-Party Defendant lacks sufficient knowledge and information to form a belief as to the allegations of Paragraph 39 of the Third-Party Complaint; however, Third-Party Defendant did understand Third-Party Plaintiff lived at the subject location at the time of the incident alleged in the Complaint.

5. Upon information and belief, Third-Party Defendant admits the allegations of Paragraph 40 of the Third-Party Complaint regarding the construction and material of the subject home but lack knowledge as to the design history of it.

6. Third-Party Defendant lacks sufficient knowledge and information to form a belief as to the allegations of Paragraph 41 of the Third-Party Complaint.

7. Third-Party Defendant admits the allegations of Paragraph 42 of the Third-Party Complaint.

8. Third-Party Defendant lacks sufficient knowledge and information to form a belief as to the allegations of Paragraphs 43 through 44 of the Third-Party Complaint.

9. Third-Party Defendant objects to the allegations of Paragraphs 45 through 46 because the allegations call for legal conclusions.

10. Answering the allegations of Paragraph 47 of the Third-Party Complaint, Third-Party Defendant admits it performed work at the subject house but denies any further allegations against it unless specifically admitted and demands strict proof of the same. Third-Party Defendant is not required to respond to allegations against other parties.

11. Third-Party Defendant admits those allegations as to Third-Party Defendant in Paragraph 48 of the Third-Party Complaint. Third-Party Defendant lacks sufficient knowledge and information to form a belief as to the remaining allegations in Paragraph 48 of the Third-Party Complaint.

12. Third-Party Defendant admits the allegations of Paragraph 49 and 50 of the Third-Party Complaint.

13. Answering the allegations of Paragraph 51 of the Third-Party Complaint, Third-Party Defendant admits that on August 24, 2021, employees of Third-Party Defendant were working to remove blockage from a drain line on the property. Third-Party Defendant denies the remaining allegations of Paragraph 51 of the Third-Party Complaint and objects to all portions of this paragraph calling for legal conclusions.

14. Third-Party Defendant objects to the allegations of Paragraph 52 of the Third-Party Complaint on the grounds the terms “main water supply” and “main water line” are vague, ambiguous and undefined. Subject to this objection, answering the allegations of Paragraph 52 of the Third-Party Complaint, Third-Party Defendant admits that they did not turn off the water supply while performing work on the drain lines. Further answering, Third-Party Defendant

admits one of its employees accidentally fractured a water line inside the Home. Third-Party Defendant denies the remaining allegations of Paragraph 52 of the Third-Party Complaint.

15. Third-Party Defendant objects to the allegations of Paragraph 53 of the Third-Party Complaint on the grounds the terms “main water line,” “severe water intrusion,” and “throughout,” are vague, ambiguous and undefined. Subject to this objection, answering the allegations of Paragraph 53 of the Third-Party Complaint, Third-Party Defendant admits that as a result of the fracture to line, water escaped the system and entered a limited area of Third-Party Plaintiff’s home, causing limited damage to personal property in a specific and limited area.

16. Answering the allegations of Paragraph 54 of the Third-Party Complaint, Third-Party Defendant admits that on August 24, 2021, an employee of Third-Party Defendant agreed to remove any water that entered the Home as a result of Third-Party Defendant’s work in the Home and agreed to repair the resulting damage. Third-Party Defendant denies the remaining allegations of Paragraph 54 of the Third-Party Complaint.

17. Answering the allegations of Paragraph 55 of the Third-Party Complaint, Third-Party Defendant admits that Third-Party Plaintiff communicated with Third-Party Defendant multiple times regarding the water loss after the day it occurred. Third-Party Defendant denies the remaining allegations of Paragraph 55 of the Third-Party Complaint.

18. Answering the allegations of Paragraph 56 of the Third-Party Complaint, Third-Party Defendant admits that Duraclean performed remediation to the Home, including extraction of water vapor and humidity from the damaged area of the lower level of the Home. Third-Party Defendant reference the Duraclean documents for the timing of those services. Third-Party Defendant denies the remaining allegations of Paragraph 56 of the Third-Party Complaint.

19. Third-Party Defendant denies the allegations of Paragraph 57 of the Third-Party Complaint.

20. Answering the allegations of Paragraphs 58 through 61 of the Third-Party Complaint, Third-Party Defendant lacks sufficient knowledge and information to form a belief as to Third-Party Plaintiff's communications with Duraclean. Thus, Third-Party Defendant denies the allegations of Paragraphs 58 through 61 of the Third-Party Complaint.

21. Third-Party Defendant lacks sufficient knowledge and information to form a belief as to the allegations of Paragraphs 62 through 74 of the Third-Party Complaint, and thus, deny all allegations therein.

22. Third-Party Defendant denies the allegations of Paragraphs 75 through 78 of the Third-Party Complaint.

23. Answering the allegations of Paragraph 79 of the Third-Party Complaint, Third-Party Defendant repeats and re-alleges its responses above to the allegations of the Third-Party Complaint, as if more fully set forth herein.

24. Third-Party Defendant objects to Paragraph 80 of the Third-Party Complaint on the grounds it calls for a legal conclusion regarding duty and therefore does not require a response.

25. Third-Party Defendant denies the allegations of Paragraph 81 of the Third-Party Complaint, including all subparts a through k.

26. Third-Party Defendant denies the allegations of Paragraph 82 of the Third-Party Complaint.

27. Third-Party Defendant objects to Paragraph 83 of the Third-Party Complaint on the grounds it calls for a legal conclusion. Without waiving this objection, Third-Party

Defendant denies any gross negligence, recklessness, or negligence per se and denies that Third-Party Plaintiff is entitled to punitive damages.

28. Third-Party Defendant asserts that Paragraphs 84 through 95 of the Third-Party Plaintiff's Answer and Third-Party Complaint do not require a response from Third-Party Defendant. To the extent these paragraphs make any allegations against Third-Party Defendant, they are denied. Third-Party Defendant asserts that Paragraphs 87 of the Third-Party Plaintiff's Answer and Third-Party Complaint intended to address allegations against Duraclean and Plaintiff; however, based on the current language in this paragraph, Third-Party Defendant denies all allegations of this paragraph, including subparts.

29. Answering the allegations of Paragraph 96 of the Third-Party Complaint, Third-Party Defendant repeats and re-alleges its responses above to the allegations of the Third-Party Complaint, as if more fully set forth herein.

30. Third-Party Defendant objects to Paragraph 97 of the Third-Party Complaint on the grounds it calls for a legal conclusion and therefore does not require a response.

31. Third-Party Defendant objects to Paragraph 98 of the Third-Party Complaint on the grounds it calls for a legal conclusion and therefore does not require a response.

32. Third-Party Defendant denies the allegations against Third-Party Defendant in Paragraph 99 of the Third-Party Complaint.

33. Third-Party Defendant denies the allegations against Third-Party Defendant in Paragraph 100 of the Third-Party Complaint.

34. Third-Party Defendant asserts that Paragraphs 101 through 104 of the Third-Party Plaintiff's Answer and Third-Party Complaint do not require a response from Third-Party Defendant.

35. Third-Party Defendant denies the allegations of the WHEREFORE Paragraph of the Third-Party Complaint, including all subparts a through e.

36. Third-Party Defendant denies the prayer for relief.

37. Third-Party Defendant demands a jury trial.

FOR A FOURTH DEFENSE
(Completion and Acceptance)

38. Third-Party Defendant asserts the doctrine of completion and acceptance as a complete bar to Third-Party Plaintiff's claim.

FOR A FIFTH DEFENSE
(Failure to Mitigate)

39. Third-Party Plaintiff has failed to mitigate her damages and has incurred damages that were unnecessary or unreasonable in amount. Third-Party Plaintiff is, therefore, barred in whole or part from recovery in this case.

FOR A SIXTH DEFENSE
(Set Off)

40. Third-Party Defendant would show that any amount of recovery awarded to Third-Party Plaintiffs for the injuries and damages alleged in the Third-Party Complaint against Third-Party Defendant shall be reduced by and/or set off in the amounts provided by any other party in the litigation of this matter.

FOR A SEVENTH DEFENSE
(Sole Negligence of Third Parties)

41. Third-Party Defendant is informed and believe that any damages incurred by Third-Party Plaintiff, if any, were the direct and proximate result of the negligence, gross negligence, recklessness, willfulness and/or wantonness of a third party or parties over whom Third-Party Defendant had no control and whose acts or omissions were not reasonably

foreseeable to Third-Party Defendant. Third-Party Defendant is informed and believes that the superseding and intervening negligence, gross negligence, willfulness, recklessness and wantonness of the third party or parties completely bars any recovery against Third-Party Defendant.

FOR AN EIGHTH DEFENSE
(Third Party Negligence)

42. To the extent the facts support such a defense, Third-Party Defendant allege, upon information and belief, that any injury and damage sustained by Third-Party Plaintiff were due to and caused by the sole and negligent acts or omissions of some other person or persons other than Third-Party Defendant over whom Third-Party Defendant neither had nor exercised any authority or control and, therefore, Third-Party Defendant is not liable to Third-Party Plaintiff for any sum whatsoever.

FOR A NINTH DEFENSE
(Comparative Negligence)

43. Third-Party Defendant pleads the law and doctrine of comparative negligence and alleges the negligence and recklessness of Third-Party Plaintiff was greater than the negligence, if any, which might be established against Third-Party Defendant and, therefore, Third-Party Plaintiff is barred from any recovery in this action. Third-Party Defendant further alleges any injury and damage sustained by Third-Party Plaintiff was due to and caused by the negligence and/or willfulness of Third-Party Plaintiff combining, concurring, and contributing with the negligence and/or willfulness, if any, on the part of Third-Party Defendant and, therefore, any amount of recovery awarded to Third-Party Plaintiff for the injuries and damages alleged in the Third-Party Complaint shall be reduced by the Court by the percentage of negligence and/or willfulness attributed to Third-Party Plaintiff. Specifically, Third-Party Plaintiff knew or should

have known that existing issues with the condensate line could lead to water, other liquids, and/or materials entering its premises, and the failure to repair this existing condition contributed to the alleged damages claimed in this case. Third-Party Defendant plead that Third-Party Plaintiff's negligence in failing to repair existing issues exceeds that of Third-Party Defendant (if any); therefore, Third-Party Plaintiff is barred from recovery.

FOR A TENTH DEFENSE

44. To the extent Third-Party Plaintiff improved the subject property after the incident giving rise to the Third-Party Complaint and received a betterment, Third-Party Plaintiff is not entitled to a recovery for this amount.

FOR AN ELEVENTH DEFENSE
(Reliance on Additional Defenses)

45. Third-Party Defendant hereby gives notice that it intends to rely upon such other affirmative defenses as may become available or apparent during the course of discovery, and thus reserves the right to amend their Answer to assert any such defenses.

FOR A TWELFTH DEFENSE
(Election of Remedies)

46. Third-Party Defendant would allege and show that Third-Party Plaintiff should be required to elect between causes of action for negligence and breach of warranty as such causes of action are mutually exclusive and consistent with and dependent upon different alleged sources of alleged duties owed by Third-Party Defendant or Third-Party Plaintiff.

FOR A THIRTEENTH DEFENSE
(Unconstitutionality of Punitive Damages)

47. The Third-Party Defendant would show the claim for punitive damages cannot be had because any award of punitive damages would violate the Third-Party Defendant's equal protection and due process rights as guaranteed by the United States and South Carolina

Constitutions.

48. Third-Party Defendant would show the claim for punitive damages cannot be had because any award of punitive damages under South Carolina law without bifurcation of the trial so that any punitive damage issues are tried only after and if liability on the merits of this action has been found will violate Third-Party Defendant's due process rights guaranteed by the United States Constitution and the South Carolina Constitution, and would violate the common law and public policy of the State of South Carolina.

49. Third-Party Defendant would show the claim for punitive damages cannot be had because an award of punitive damages under South Carolina law without being subject to a predetermined limit on the amount of punitive damages that a jury might impose would violate Third-Party Defendant's due process rights guaranteed by United States Constitution and the South Carolina Constitution, and would violate the common law of the State of South Carolina.

50. Third-Party Defendant allege the claim for punitive damages cannot be had because an award of punitive damages under South Carolina law by a jury that is not:

- a. Provided with sufficiently clear standards for determining the appropriateness of a punitive damage award or the size of such award;
- b. Provided with adequate instructions as to the limits of punitive damage awards as determined by the principles underlying such an award;
- c. Instructed that awarding punitive damages on individually discriminatory characteristics of Third-Party Defendant is improper;
- d. Instructed to consider punitive damages under a standard for determining the amount that is neither vague, arbitrary, nor capricious and that defines with reasonable clarity the actions of Third-Party Defendant upon which an award of punitive damages may be based; and
- e. Subjected to judicial review at both the trial and appellate court level under objective standards for determining appropriateness and reasonableness;

f. Would violate Third-Party Defendant's equal protection and due process rights as guaranteed by the United States Constitution and the South Carolina Constitution and would also violate the laws of the State of South Carolina.

FOR A FOURTEENTH DEFENSE
(Punitive Caps and Bifurcation)

51. Third-Party Defendant is entitled to all caps and/or limitations of punitive damages and liabilities as set forth S.C. Code Ann Sections 15-32-530 and 15-32-520 and other applicable state and federal law. Further Third-Party Defendant is entitled to a bifurcated trial on the issue of punitive damages and reserves the right to assert the same.

WHEREFORE, having fully answered, Third-Party Defendant prays that the Third-Party Complaint be dismissed, for the costs of defending this action, and for such other relief as the Court and jury deem just and proper.

MCANGUS GOUDELOCK & COURIE, L.L.C.

s/ Sterling G. Davies

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ATTORNEYS FOR THIRD-PARTY
DEFENDANT BRADLEY PLUMBING AND
HEATING, INC.

October 20, 2022
Columbia, South Carolina

STATE OF SOUTH CAROLINA

COUNTY OF AIKEN

SP Of Augusta, LLC,
683 Commerce Court
Evans, GA 30809
(706) 750-0200

Plaintiff

vs.

MARILYN KILLE
321 Morris Road
Aiken, SC 29805

Defendant.

2022CV0210800084

Civil Case Number

IN THE MAGISTRATE'S COURT

**MOTION TO TRANSFER CASE TO THE
COURT OF COMMON PLEAS FOR
AIKEN COUNTY**

Pursuant to S.C. Code Ann. §22-3-30 (1976), Defendant Marilyn Kille (“Defendant”) hereby moves this Honorable Court for an Order transferring this entire lawsuit, including Plaintiff SP Of Augusta, LLC’s (hereinafter “Servpro”) claims, Defendant’s Counterclaims, and Defendant’s Third-Party Claims to the Court of Common Pleas for Aiken County. The basis of this Motion is that Defendant’s counterclaims and third-party claims arise from the same events and facts underlying Servpro’s claims and the monetary damages sought in Defendant’s counterclaims and third-party claims (alone or combined) significantly exceed the jurisdictional amount of this Honorable Court. Specifically, Defendant’s counterclaims and third-party claims seek the substantial damages that the Plaintiff’s and Third-Party Defendant’s acts and omissions in performing work on her home proximately caused, including but not limited to damaging the interior of her Home and personal property in the Home and leading to the existence, growth, and proliferation of toxins throughout Defendant’s Home. Defendant’s counterclaims and third-party

claims also seek to recover her severe personal injuries due to her exposure to the toxic environment throughout her home that was the direct and proximate results of the wrongful acts and omissions of the Plaintiff and Third-Party Defendants.

In support of this Motion, attached hereto are Defendant's Answer, Counterclaims, and Third-Party Complaint (Exhibit A), which seek damages far in excess of \$7,500.00 and is being filed with the Court, and Defendant's Affidavit in support of her position that the damages she is seeking for her counterclaims and third-party claims significantly exceed \$7,500.00 and arise from many of the same facts and circumstances underlying Servpro's claims (Exhibit B). As a result, Defendant respectfully submits that this Honorable Court must grant this Motion and transfer of all of the claims in this lawsuit to the Court of Common Pleas for Aiken County.

Respectfully submitted,
THE FLOYD LAW FIRM

By: /s/ James L. Floyd, III ("Lee")
James L. Floyd, III ("Lee")
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Johns Island, SC 29455
(843) 258-1200
lfloyd@floydlawsc.com

July 6, 2022

Charleston, South Carolina

STATE OF SOUTH CAROLINA)
)
 COUNTY OF AIKEN)
)
)
 SP OF AUGUSTA, LLC,)
)
)
 Plaintiff,)
)
 vs.)
)
 MARILYN KILLE,)
)
)
 Defendant.)
 _____)
)
 MARILYN KILLE,)
)
)
 Third-Party Plaintiff,)
)
 vs.)
)
 BRADLEY PLUMBING AND HEATING, INC.,)
 DURACLEAN SYSTEMS INCORPORATED OF)
 NORTH AUGUSTA, AND JOHN DOES 1)
 THROUGH 10,)
)
)
 Third-Party Defendants.)
 _____)

IN THE COURT OF COMMON PLEAS
 FOR THE SECOND JUDICIAL CIRCUIT
 CASE NO.: 2022-CP-02-01563

**CONSENT MOTION FOR
 CONFIDENTIALITY ORDER**

The parties, through their respective counsel, hereby jointly request that the Court enter the proposed Confidentiality Order, which is attached hereto as Exhibit A to this Motion.

WE SO MOVE AND CONSENT:

/s/ James L. Floyd, III
 James L. Floyd, III (“Lee”)
 THE FLOYD LAW FIRM
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lfloyd@floydlawsc.com

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 PARTY PLAINTIFF MARILYN KILLE

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ATTORNEY FOR BRADLEY PLUMBING
 AND HEATING, INC.

/s/ Ronald G. Tate, Jr.

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DEFENDANT DURACLEAN SYSTEMS
INCORPORATED OF NORTH
AUGUSTA**

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**ATTORNEYS FOR PLAINTIFF AND
COUNTERCLAIM DEFENDANT SP OF
AUGUSTA, LLC**

August 24, 2023

STATE OF SOUTH CAROLINA)
)
 COUNTY OF AIKEN)
)
)
)
 SP OF AUGUSTA, LLC,)
)
)
 Plaintiff,)
)
 vs.)
)
 MARILYN KILLE,)
)
)
 Defendant.)
 _____)
)
 MARILYN KILLE,)
)
)
 Third-Party Plaintiff,)
)
)
 vs.)
)
)
 BRADLEY PLUMBING AND HEATING, INC.,)
 DURACLEAN SYSTEMS INCORPORATED OF)
 NORTH AUGUSTA, AND JOHN DOES 1)
 THROUGH 10,)
)
)
 Third-Party Defendants.)
 _____)

IN THE COURT OF COMMON PLEAS
 FOR THE SECOND JUDICIAL CIRCUIT
 CASE NO.: 2022-CP-02-01563

**CONSENT MOTION TO ALLOW
 COUNSEL FOR DEFENDANT AND
 THIRD-PARTY PLAINTIFF KILLE TO
 WITHDRAW**

COMES NOW the undersigned counsel and with consent of opposing counsel and respectfully moves this Court for an Order allowing undersigned counsel to withdraw and be relieved as Counsel for Defendant and Third-Party Plaintiff Marilyn Kille (“Client”) in the above-captioned lawsuit.

Due to professional considerations, on behalf of myself and my firm, undersigned counsel hereby moves to withdraw from the representation of my client in the above-captioned action and move that my Client be granted a reasonable time to find and retain competent substitute counsel and to respond to any outstanding discovery requests, including staying all discovery deadlines for a period of thirty (30) days from the date of an Order on this Motion. Opposing Counsel consents to this motion as evidenced by their signatures below.

Undersigned counsel would show unto this Court that Undersigned counsel has informed his client of this Motion prior to filing it and that undersigned counsel's withdrawal can be accomplished without material adverse effects on the interests of the Client as Client will have time to obtain new counsel given the Court's Second Amended Scheduling Order allows the parties until November 16, 2024, to mediate the case and the case is not subject to being called for trial prior to March 16, 2024.

The address that undersigned counsel has on file for sending notices to Ms. Kille is 321 Morris Road, Aiken, SC 29805.

Respectfully submitted,

THE FLOYD LAW FIRM

By: /s/ James L. Floyd, III
James L. Floyd, III ("Lee")
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April 29, 2024
Charleston, South Carolina

WE CONSENT:

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Inc.***

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Attorneys for Plaintiff SP of Augusta, LLC

STATE OF SOUTH CAROLINA)
)
 COUNTY OF AIKEN)
)
 SP OF AUGUSTA, LLC,)
)
 Plaintiff,)
)
 vs.)
)
 MARILYN KILLE,)
)
 Defendant.)
)
 _____)
)
 MARILYN KILLE,)
)
 Third-Party Plaintiff,)
)
 vs.)
)
 BRADLEY PLUMBING AND)
 HEATING, INC.; DURACLEAN)
 SYSTEMS INCORPORATED OR)
 NORTH AUGUSTA AND JOHN DOES)
 1 THROUGH 10,)
)
 Third-Party Defendants.)
)
 _____)

IN THE COURT OF COMMON PLEAS
 FOR THE SECOND JUDICIAL CIRCUIT
 CASE NO.: 2022-CP-02-01563

**JOINT MOTION TO DISMISS FOR LACK
 OF PROSECUTION OR, IN THE
 ALTERNATIVE, FOR SUMMARY
 JUDGMENT**

Plaintiff and Counterclaim Defendant SP of Augusta, LLC and Third Party Defendants Bradley Plumbing and Heating, Inc. and Duraclean Systems Incorporated (hereinafter referred to as the “Parties”), by and through their undersigned counsel, will move before the presiding judge of the Court of Commons Pleas for the County of Aiken, South Carolina, for an order granting Dismissal for Lack of Prosecution with Prejudice pursuant to Rules 41(b), S.C.R.C.P. or, in the alternative, for Summary Judgment pursuant to Rule 56 of the S.C.R.C.P.

BACKGROUND & PROCEDURAL HISTORY

This case arises from the Parties' involvement with an August 2021 leak and subsequent remediation of the home of Defendant, Counterclaimant, and Third Party Plaintiff Marilyn Kille (hereinafter, "Kille"). *See generally*, Kille Answer, Counterclaim, and Third Party Complaint. Plaintiff SP of Augusta, LLC ("SP of Augusta") filed the original breach of contract complaint in the Aiken County Magistrate Court on June 8, 2022, following Kille's refusal to pay SP of Augusta for its services at the home. Kille filed her answer, counterclaim, and third party complaint and successfully removed the case to the Court of Common Pleas on July 11, 2022. *Id.* Kille named as third party defendants Bradley Plumbing and Heating, Inc. ("Bradley") and Duraclean Systems Incorporated ("Duraclean"). Kille asserts causes of action for negligence, breach of warranty, and breach of contract. *Id.*

A consent order granting the withdrawal of Kille's counsel was later granted on April 30, 2024 and included a thirty (30) day stay of the case. *See* Consent Order to Withdraw. As of the date of filing this motion, Kille remains unrepresented.

Prior to the Consent Order to Withdraw, a second amended scheduling order was filed on April 12, 2024; it ordered mediation to occur by November 16, 2024 and this case eligible for trial after March 16, 2025.

Kille next submitted updates on her case to the Aiken County Clerk of Court, detailing her attempts to seek representation and inability to proceed, allegedly due to her health. *See generally*, Kille Submissions, filed June 6, 2024; July 16, 2024; and August 23, 2024.

Despite numerous requests from Parties to set mediation and Parties providing multiple months as options of mediation, Kille declined to participate in mediation on October 31, 2024,

stating “it’s impossible for me to reliably commit to anything in the future other than to my ongoing medical care.” *See* Exhibit A - Email Correspondence with Kille, dated October 31, 2024.

Following Kille’s refusal to mediate, a status conference was first requested by defendants on December 4, 2024. The case was then placed on the April 14, 2025 trial docket but converted to a status conference. Kille sent emails to the Court on March 25, 2025 and April 4, 2025 indicating she has been unable to hire counsel and was unable to appear “pro se” due to alleged illness. *See generally*, Kille Submissions, filed March 25, 2025 and April 4, 2025.

That status conference was held in front of Judge Clyburn Pope on April 14, 2025, with counsel for SP of Augusta, Bradley, and Duraclean in attendance. The Clerk of Court provided notice of the status conference to Kille but Kille did not attend and no attorney appeared on her behalf.

ARGUMENTS

Rule 41(b), S.C.R.C.P., states that a party may move for dismissal of an action or of any claim against him for failure of the adverse party to prosecute or to comply with these rules or any order of the court. Whether an action should be dismissed for failure to prosecute is left to the discretion of the trial court judge, and her decision will not be disturbed, except upon a clear showing of an abuse of discretion. Small v. Mungo, 254 S.C. 438, 442, 175 S.E.2d 802, 804 (1970). A party has the burden of prosecuting her own action, and the trial court may properly dismiss an action for that party’s unreasonable neglect in proceeding with her cause. McComas v. Ross, 368 S.C. 59, 62, 626 S.E.2d 902, 904 (Ct. App. 2006). (citing Don Shevey & Spires, Inc. v. Am. Motors Realty Corp., 279 S.C. 58, 60, 301 S.E.2d 757, 758 (1983)). When our supreme court has affirmed dismissal of actions based on a failure to prosecute, the dismissals were imposed to maintain the orderly disposition of cases in the face of repeated warnings to the offending party or multiple opportunities to proceed, and only then upon a finding of unreasonable neglect. Id. (citing Small v. Mungo, 254 S.C. 438, 443, 175

S.E.2d 802, 804 (1970)). Moreover, “it would be anomalous to require a defendant to force or encourage a plaintiff to proceed with his suit.” Don Shevey & Spires, 279 S.C. 58, 60, 301 S.E.2d 757, 759 (1983). There is a limit beyond which the court should allow a litigant to consume the time of the court and to prolong unnecessarily time, effort, and costs to defending parties. Georganne Apparel, Inc. v. Todd, 303 S.C. 87, 92, 399 S.E.2d 16, 19 (Ct. App. 1990). “In granting dismissal for failure to prosecute, there must be some showing of indifference to the rights of the defendant.” McComas, 368 S.C. at 62-32, 626, S.E.2d at 904.

Kille has proceeded pro se since April 30, 2024. Kille has repeatedly represented to the Court and to Parties that she cannot find representation and cannot participate in or schedule the events needed to prosecute this matter. Kille refused to participate in scheduling mediation. Kille refused to attend the status conference scheduled on April 14, 2025 and ignored the notice she received of the status conference.

In the alternative, summary judgment is now proper because Kille has failed to provide admissible evidence to satisfy her burden of proof as to breach of duty, proximate causation, and/or damages. “Summary judgment is appropriate when it is clear that there is no genuine issue of material fact and the conclusions and inferences to be drawn from the facts are undisputed.” Etheredge v. Richland Sch. Dist. One, 534 S.E.2d 275, 277 (S.C. 2000); see Rule 56(c), SCRPC. With respect to an issue upon which the nonmoving party bears the burden of proof, this initial responsibility “may be discharged by ‘showing’ — that is, pointing out to the [trial] court — that there is an absence of evidence to support the nonmoving party’s case.” Richardson v. The State Record Co., 499 S.E.2d 822, 825 (S.C. Ct. App. 1998). The nonmoving party “cannot simply rest on mere allegations or denials contained in the pleadings.” Singleton v. Sherer, 659 S.E.2d 196, 202 (S.C. Ct. App. 2008). “It is not sufficient that one create an inference which is not reasonable or an issue of fact that is not

genuine.” Thompkins v. Festival Centre Group, I, 410 S.E.2d 593, 594 (S.C. Ct. App. 1991). Kille has failed to satisfy her burden of proof because she has failed to prosecute her case.

CONCLUSION

For these reasons, SP of Augusta, Bradley, and Duraclean are entitled to (1) have Kille’s Answer, Counterclaim, and Third Party Complaint struck for failure to prosecute and judgment entered against her on SP of Augusta’s claims; (2) have Kille’s causes of action against them dismissed with prejudice for failure to prosecute; and/or (3) have Kille’s causes of action against them dismissed via summary judgement because Kille has not met her burden of proof as to any breach of duty, proximate cause, and/or damages.

Respectfully submitted by:

WALL TEMPLETON & HALDRUP, P.A.

s/Morgan S. Templeton

Morgan S. Templeton (S.C. Bar No. 15456)
W. Richards Hundley (S.C. Bar No. 104165)
145 King Street, Suite 300
Charleston, SC 29401
(843) 329 – 9500
Morgan.Templeton@WallTempleton.com
Richards.Hundley@WallTempleton.com

- and -

HULL BARRETT, PC

Christopher A. Cospers (S.C. Bar No. 75362)
Brooks K. Hudson (S.C. Bar No. 100279)
P.O. Box 1564
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(706) 722 – 4481
CCospers@HullBarrett.com
BHudson@HullBarrett.com
*Counsel for Plaintiff and Counterclaim
Defendant SP of Augusta, LLC*

McANGUS GOUDELOCK & COURIE,
LLC

s/Sterling G. Davies (w/ permission)

Sterling G. Davies (S.C. Bar No. 5840)
1320 Main Street, 10th Floor
Columbia, South Carolina 29201
(803) 779 – 2300
SDavies@MGCLaw.com
*Counsel for Third Party Defendant Bradley
Plumbing and Heating, Inc.*

GALLIVAN, WHITE, & BOYD, P.A.

s/Ronald G/ Tate, Jr.

Ronald G. Tate, Jr. (S.C. Bar No. 5475)
Post Office Box 10589
Greenville, South Carolina 29603
(864) 271 – 9598
RTate@GWBLawFirm.com
*Counsel for Third Party Defendant
Duraclean Systems Incorporated of North
Augusta*



ELECTRONICALLY FILED - 2025 Apr 24 4:16 PM - AIKEN - COMMON PLEAS - CASE#2022CP0201563

Reply: Mediation - SP of Augusta, LLC vs. Marilyn Kille vs. Bradley Plumbing and Heating, Inc., Duraclean Systems Incorporated of North Augusta, and John Does 1 through 10 20493.22209

From MMKille <mmkille@icloud.com>
Date Thu 10/31/2024 1:12 PM
To Skye Kinder <Skye.Kinder@mgclaw.com>

Ms. Kinder,

I'm acknowledging your recent email requesting that I confirm a date or dates for mediation in January or February.

For the record, I have no intention of disregarding such or to prolong related legal matters unnecessarily. However, whereas I have been and remain extremely ill arising from related matters, it's impossible for me to reliably commit to anything in the future other than to my ongoing medical care.

Frankly, I'm at a loss to know how to proceed.

Regards,

Marilyn Kille
mmkille@icloud.com
c: 919.621.1234

On Oct 29, 2024, at 12:14 PM, Skye Kinder <Skye.Kinder@mgclaw.com> wrote:

Good Afternoon,

I do not believe I ever received a response regarding your availability for mediation in Nov/Dec. The mediator is now booked for the rest of the year. Can you please provide a timely response of any dates you are **Unavailable** the month of January and February? I will be reaching out to the mediator and all other attorneys for their availability as well. We do need to get this on the books as soon as possible.

Thanks,

Skye

<1.png>

Skye Kinder, *Scheduling Assistant*
skye.kinder@mgclaw.com
1320 Main St, 10th Floor, Columbia, SC 29201
Mail: PO Box 12519, Columbia, SC 29211-2519
Main: 803-779-2300 | **Direct:** 803-233-3854 | **Fax:** 803-748-0526

This electronic mail may contain information that is confidential, attorney/client and/or work product privileged, prepared in anticipation of litigation and/or exempt from disclosure under applicable law. This transmission is intended solely for the individual or entity designated above. If you are not the intended recipient, you should understand that any distribution, copying, or use of the information is unauthorized and strictly prohibited. If you have received this electronic mail in error, please immediately notify the sender and destroy all copies which you may have of this communication!

ELECTRONICALLY FILED - 2025 Apr 24 4:16 PM - AIKEN - COMMON PLEAS - CASE#2022CP0201563

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From: Skye Kinder
Sent: Friday, October 11, 2024 9:57 AM
To: 'MM Kille' <mmkille@icloud.com>
Cc: Keely McCoy <Keely.McCoy@mgclaw.com>; Sterling Davies <sdavies@mgclaw.com>; Connie Wells <CWells@mgclaw.com>; Stephany Stephenson <stephany.stephenson@mgclaw.com>
Subject: Mediation - SP of Augusta, LLC vs. Marilyn Kille vs. Bradley Plumbing and Heating, Inc., Duraclean Systems Incorporated of North Augusta, and John Does 1 through 10 20493.22209

Good Morning,

I am working on collecting availability to schedule mediation in the above matter. Can you please let me know **All dates** below you are available?

11/11, 11/18, 11/20, 11/26, 12/16, and 12/17

We will be able to discuss potential mediators once I have dates to see who is still available this year. I have added the team in case you have any questions.

Thanks,

Skye

on June 8, 2022, following Kille's refusal to pay SP of Augusta for its services at the home. Kille filed her answer, counterclaim, and third party complaint and successfully removed the case to the Court of Common Pleas on July 11, 2022. Kille named as Third Party Defendants, Bradley Plumbing and Heating, Inc. ("Bradley") and Duraclean Systems Incorporated ("Duraclean").

A Consent Order granting the withdrawal of Kille's counsel was later granted on April 30, 2024, and included a thirty (30) day stay of the case.

Prior to the Consent Order to Withdraw, a second amended scheduling order was filed on April 12, 2024, ordering mediation to occur by November 16, 2024 and ordering this case eligible for trial after March 16, 2025.

Kille next submitted updates on her case to the Aiken County Clerk of Court, detailing her attempts to seek representation and inability to proceed, allegedly due to her health.

Despite numerous requests from Parties to set mediation and Parties providing multiple months as options for mediation, Kille declined to participate in mediation on October 31, 2024.

Following Kille's refusal to mediate, a status conference was first requested by Plaintiff and the Third-Party Defendants on December 4, 2024. The case was then placed on the April 14, 2025, trial docket but was converted to a status conference. Kille sent emails to the Court on March 25, 2025, and April 4, 2025, indicating she had been unable to hire counsel and was unable to appear "pro se" due to her alleged illness.

That status conference was held in front of Judge Clyburn Pope on April 14, 2025, with counsel for SP of Augusta, Bradley, and Duraclean in attendance. The Clerk of Court provided notice of the status conference to Kille but Kille did not attend and no attorney appeared on her behalf.

As a result, Plaintiffs and Third Party Defendants filed a Joint Motion to Dismiss for Lack of Prosecution, or in the alternative, a Joint Motion for Summary Judgment, and requested to strike Kille's Answer to SP of Augusta's Complaint.

On July 18, 2025, this Court entered an Order granting the Defendants' Joint Motion to Dismiss for Lack of Prosecution, and striking Kille's answer to Plaintiff's Complaint.

Pursuant to S.C. Code Ann. § 15-37-10 et al, Plaintiff is entitled to a judgment on the pleadings plus accrued interest, and to recover all costs associated with the prosecution of this action, including attorney fees.

Plaintiff is entitled to its reasonable attorney fees and costs under the Authorization to Perform Services and Direction of Payment, attached as an exhibit to Plaintiff's Complaint. In addition, Defendant has acted in bad faith and been stubbornly litigious and caused Plaintiff unnecessary trouble and expense, as laid out in the Joint Motion to Dismiss filed by Plaintiff and the Third Party Defendants and Request by Plaintiff to Strike Defendant's Answer, and this Court's Order granting the same. Plaintiff has attached hereto as "Exhibit A" an Affidavit of Attorney's Fees and Costs to provide a proper accounting of the costs and fees spent in this matter. Also, a Proposed Order to this Motion is attached as "Exhibit B".

WHEREFORE, SP of Augusta respectfully requests that this Court enter an Order against Defendant in the amount of \$7,501.27, plus interest of \$1,670.24 as of the date of the filing of this Motion accruing at the legal rate, and awarding attorney fees, plus costs incurred in the amount of \$6,036.50.

Respectfully submitted by:

/s/ Brooks K. Hudson

HULL BARRETT, PC

Brooks K. Hudson (S.C. Bar No. 100279)
P.O. Box 1564
Augusta, Georgia 30903-1564
(706) 722 – 4481
BHudson@HullBarrett.com

Counsel for Plaintiff SP of Augusta, LLC

CERTIFICATE OF SERVICE

I hereby certify that the foregoing MOTION FOR JUDGMENT AND FOR ATTORNEY FEES has been served on all counsel and/or parties in this matter by depositing a copy of same in the United States mail with appropriate postage affixed thereto and being directed as follows:

Marlin Kille
Pro Se Defendant
321 Morris Road
Aiken, SC 29805

This 11th day of August, 2025.

/s/ Brooks K. Hudson
BROOKS K. HUDSON
SC Bar No. 100279

EXHIBIT "A"

STATE OF SOUTH CAROLINA)
)
COUNTY OF AIKEN)
)
SP OF AUGUSTA, LLC,)
)
)
Plaintiff,)
)
vs.)
)
MARILYN KILLE,)
)
)
Defendant.)

IN THE COURT OF COMMON PLEAS
FOR THE SECOND JUDICIAL CIRCUIT
CASE NO.: 2022-CP-02-01563

**AFFIDAVIT IN SUPPORT OF MOTION
FOR JUDGMENT AND ATTORNEY FEES**

MARILYN KILLE,)
)
Third-Party Plaintiff,)
)
vs.)
)
BRADLEY PLUMBING AND)
HEATING, INC.; DURACLEAN)
SYSTEMS INCORPORATED OR)
NORTH AUGUSTA AND JOHN DOES)
1 THROUGH 10,)
)
Third-Party Defendants.)

NOW COMES Brooks K. Hudson, and files this, his Attorney's Fees Affidavit for an award of attorney's fees in the above matter, and having been duly sworn states as follows:

1. The Affiant is a member in good standing of the Supreme Courts of South Carolina and Georgia.
2. The Affiant has been admitted to the practice of law in the State of South Carolina since 2010 and the State of Georgia since 2004.
3. The Affiant actively practices in the Central Savannah River Area and devotes virtually all of his practice to the area of Civil Litigation. The Affiant is familiar with the billing rates for attorneys in the geographical area in which he practices and believes his fees are reasonable given

his years of practice and experience. The Affiant is also familiar with the case law in the State of South Carolina setting out the factors for the Court's consideration of attorney's fees. The Affiant has reviewed the reasonableness factors set out in *Glasscock v. Glasscock*, 304 S.C. 158 (1991) and its progeny.

4. The majority of the Affiant's continuing legal education is in the area of civil litigation. The Affiant's hourly rate is the sum of \$420.00 per hour; the hourly rate of his senior partner, Chris Cospers, is \$465.00 per hour; the hourly rate of his associates, Jordan T. Bell and Sydney Parrish are \$255.00 per hour and \$280.00 per hour, respectively, and the hourly rate of his paralegal, Monica Talley is \$195.00 per hour.

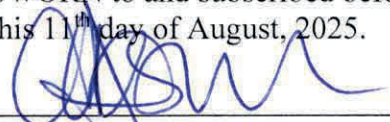
5. The Affiant shows that since being retained by SP of Augusta, LLC to handle this case, he and his partners, associates and paralegal have expended a total of sixteen point four (16.4) hours for the sum of \$6,036.50.

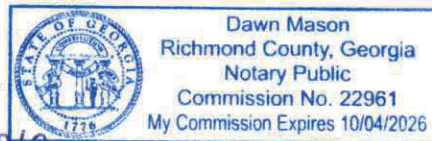
FURTHER AFFIANT SAYETH NAUGHT.

This 11th day of August, 2025.


BROOKS K. HUDSON SC Bar No. 100279
Attorney for Plaintiff,
HULL BARRETT, P.C.
801 Broad Street, 7th Floor
Augusta, Georgia 30901
706.722.4481
bhudson@hullbarrett.com

SWORN to and subscribed before me
this 11th day of August, 2025.


NOTARY PUBLIC
My Commission expires: 10/04/2026



SP of Augusta, LLC v. Kille
Case No. 2022-CP-02-01563
AFFIDAVIT IN SUPPORT OF
ATTORNEY'S FEES

5/14/2025 BKH	0.6	0.6	\$420.00	\$252.00	Receive/review filing from pro-se litigant; review mold test results and notes from health care provider attached to filing.
6/12/2025 BKH	0.3	0.3	\$420.00	\$126.00	Correspondence with counsel for co-defendants regarding pending motions and next steps.
6/23/2025 BKH	0.7	0.7	\$420.00	\$294.00	Receive/review letter and attachments filed by Defendant; draft and send update to client concerning same; correspondence with co-defendants in counter-claim regarding next steps and contacting court regarding update on filed motions.
6/30/2025 BKH	0.3	0.3	\$420.00	\$126.00	Correspondence with counsel for co-defendants in counterclaim regarding pending motion, upcoming status conference and next steps.
Billed Time					
Totals	12.4	12.4		\$4,510.50	

	Hours Worked	Fee Amount
Report Totals	16.4	\$6,036.50

EXHIBIT "B"

STATE OF SOUTH CAROLINA)
)
COUNTY OF AIKEN)
)
SP OF AUGUSTA, LLC,)
)
)
Plaintiff,)
)
vs.)
)
MARILYN KILLE,)
)
)
Defendant.)

IN THE COURT OF COMMON PLEAS
FOR THE SECOND JUDICIAL CIRCUIT
CASE NO.: 2022-CP-02-01563

**ORDER GRANTING MOTION FOR
JUDGMENT AND ATTORNEY FEES**

MARILYN KILLE,)
)
Third-Party Plaintiff,)
)
vs.)
)
BRADLEY PLUMBING AND)
HEATING, INC.; DURACLEAN)
SYSTEMS INCORPORATED OR)
NORTH AUGUSTA AND JOHN DOES)
1 THROUGH 10,)
)
Third-Party Defendants.)

This matter came before the Court upon the Motion of Plaintiff SP of Augusta, LLC seeking an order granting judgment pursuant to S.C. Code Ann. § 15-37-10 et al. The Court having considered Plaintiff's Motion for Judgment and for Attorney Fees, pursuant to S.C. Code Ann. § 15-3-10 et al, finds that the Affidavit and supporting exhibits satisfy the requirements for proof of the requested fees and costs.

IT IS THEREFORE ORDERED that the Parties' are entitled to recover from Defendant Killie, judgment in the amount of \$7,501.27, plus interest of \$1,670.24 as of the date of this Order

accruing at the legal rate, and attorney fees and costs incurred in the amount of \$6,036.50, for a total Judgment amount of \$15,208.01.

from Defendant Killie with interest to accrue at the legal rate from the date of this Order.

SO ORDERED this _____ day of _____, 2025.

Honorable Courtney Clyburn Pope
Presiding Judge, Circuit Court

Respectfully submitted by:

HULL BARRETT, PC

Brooks K. Hudson (S.C. Bar No. 100279)
P.O. Box 1564
Augusta, Georgia 30903-1564
(706) 722 – 4481
BHudson@HullBarrett.com
Counsel for Plaintiff SP of Augusta, LLC

I N D E X

(There were no witnesses called.)

E X H I B I T S

(There were no exhibits submitted.)

P R O C E E D I N G S

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THE COURT: Madam Clerk.

THE CLERK: The next case on the roster is
2022-CP-02-01563, SP of Augusta, LLC, et al vs. Marilyn
Kille, et al.

THE COURT: Do we have the attorneys present?

Good morning. Y'all come forward. Do we have both
Plaintiff and Defense attorneys present?

MR. DAVIES: Your Honor, the case was initially filed
as a collection matter by Serv Pro. Their counsel is here.
There was a counterclaim brought by Ms. Kille. Her lawyer
was Lee Floyd then. She's not here. She's been noticed.
The Court has been aware of all the multiple e-mails going
back and forth.

I'm Sterling Davies. I represent Bradley Plumbing. So
we are the Defendant from Ms. Kille's claims.

THE COURT: All right. Please introduce yourself.

MR. TATE: Your Honor, I'm Ronald Tate from Greenville.
I represent DuraClean. DuraClean is a third party
Defendant.

THE COURT: Thank you, Mr. Tate.

Yes, sir.

MR. HUNDLEY: Your Honor, my name is Richards Hundley
from Charleston. I represent Serv Pro, but on the defense
of the counterclaims from Ms. Kille.

1 THE COURT: Okay.

2 MR. HUDSON: Good morning, Your Honor. My name is
3 Brooks Hudson. I'm with Hull Barrett. My partner and I,
4 Chris Cospers, filed an entry this morning. Mr. Bell was
5 originally Plaintiff's counsel, but he is no longer
6 practicing law. So we have just gotten involved as of this
7 morning.

8 THE COURT: All right. Very good.

9 So Madam Clerk, did we hear from Ms. Kille?

10 THE CLERK: We had multiple e-mails from her. I know
11 she had requested that the status conference be postponed.
12 And she sent in her e-mails that were filed into the case,
13 so everything is on the public index.

14 THE COURT: Mr. Hudson, are you representing her or --

15 MR. HUDSON: No, Your Honor, we represent Serv Pro --

16 THE COURT: Serv Pro, yes, sir.

17 MR. HUDSON: -- as the Plaintiff.

18 THE COURT: So where are we in terms of status? She's
19 been difficult to schedule for an appearance?

20 MR. DAVIES: So we've been trying to set mediation in
21 the case, Your Honor, and handle other discovery and she's
22 told us that she's not able to participate. She told the
23 Court the same thing regarding the hearing today and any
24 trial coming up as well. So we're just looking for some
25 structure on the -- I'm a third party defendant, but

1 defending her claims, we're looking for some structure on
2 our side. She's got an obligation to prosecute her case.
3 She's had over a year now, if my math is right, to find new
4 counsel. She's not done so yet. It's just completely
5 delayed the case for us.

6 THE COURT: All right.

7 MR. DAVIES: We're ready to file a motion to dismiss
8 for failure to prosecute. We've got summary judgment
9 motions that are lined up. We just want to have some
10 structure so we're not penalized down the road by her asking
11 for more time or asking for a lawyer when she's had plenty
12 for both.

13 THE COURT: Mr. Hudson, what's your take on that?

14 MR. HUDSON: Your Honor, we would request -- this has
15 been pending for, I think, almost three years. As Counsel
16 said, she's been unresponsive for over a year. We would ask
17 the Court to strike her answer and enter judgment in favor
18 of Serv Pro on the original matter. If not, Judge, we'd be
19 happy to file a motion if the Court would prefer that, but
20 that's our stance at this time.

21 THE COURT: Any position?

22 MR. TATE: Your Honor, our position is that Ms. Kille
23 has had ample time to find new counsel. Certainly, we agree
24 with what Mr. Davies just said.

25 As far as the disposition is concerned, I do think it's

1 a case for summary judgement. Ms. Kille can't have it both
2 ways. I mean, she can't say oh, I can't find a lawyer and
3 on the other hand, oh, I can't participate. So something
4 has got to give. Really, the case just needs to be
5 dismissed, whether today on a motion to strike or later on a
6 motion for summary judgment or failure to prosecute. That's
7 where we are.

8 THE COURT: Is that similar to your position?

9 MR. HUNDLEY: Essentially, Your Honor, we're asking for
10 something to keep us in line in the short term so we can
11 finally get some sort of resolution out of this, Your Honor.

12 THE COURT: All right. This is what I would like to
13 do. I do want to entertain a brief motion to dismiss. That
14 can be filed and that way it will allow her to -- is it
15 Kille?

16 MR. DAVIES: I believe it's Kille.

17 THE COURT: That will give Ms. Kille the opportunity to
18 respond to that. But what I would like to do is have that
19 motion within the next ten days.

20 MR. DAVIES: We can do that, Your Honor.

21 THE COURT: The Court will entertain that and will
22 allow her an opportunity to respond to that. Then I will
23 take a judgment based on the motions -- well, I'm going to
24 bring y'all back for a hearing.

25 MR. DAVIES: Your Honor, would the Court allow us to,

1 also, serve summary motions at the same time so we can have
2 the evidentiary part of that hearing in relevance to the
3 motion to dismiss?

4 THE COURT: I will.

5 MR. DAVIES: Thank you, Your Honor.

6 THE COURT: As long as Ms. Kille is copied on that and
7 receives copies of all pertinent motions and I will allow
8 her to respond.

9 Thank you.

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CERTIFICATE OF REPORTER

STATE OF SOUTH CAROLINA)

COUNTY OF AIKEN)

I, PENNY M. JOHNSON, Official Court Reporter for the Second Judicial Circuit of the State of South Carolina, do hereby certify that the foregoing is a true, accurate, and complete Transcript of Record of the proceedings had and the evidence introduced in the hearing of the captioned case, relative to appeal, in the Court of Common Pleas for Aiken County, South Carolina, on the 14th day of April, 2025.

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

December 13, 2025



Penny M. Johnson
Official Court Reporter

I N D E X

(No witnesses were called.)

E X H I B I T S

(No exhibits were submitted.)

P R O C E E D I N G S

1
2 THE COURT: I'm just going to -- a little bit on the
3 record here. Is it pronounced Kille?

4 MR. HUDSON: Kille.

5 THE COURT: And the lawyer on that case is -- who's the
6 lawyer on -- okay, that's Mr. Hudson.

7 So Ms. Kille is here in the courtroom in person, Mr.
8 Hudson. Can you hear that?

9 MR. HUDSON: Yes, Your Honor.

10 THE COURT: She might not be up for the hearing, but it
11 says it's a motion for judgment and for attorney's fees
12 filed by the Plaintiff.

13 Are you representing the Plaintiff, Mr. Hudson?

14 MR. HUDSON: I do, Your Honor.

15 THE COURT: And tell me your name, sir?

16 MR. BOWERS: David Bowers.

17 THE COURT: Mr. Bowers, David Bowers is standing here
18 in the courtroom.

19 Is Ms. Kille having some sort of medical issue at the
20 moment?

21 MR. BOWERS: [Indiscernible].

22 MS. KILLE: [Indiscernible].

23 THE COURT: Mr. Hudson, I don't know if you can hear
24 that, but Ms. Kille is having a bit of a -- well, she's
25 breathing a little heavy and she's obviously a little upset.

1 MR. BOWERS: [Indiscernible].

2 THE COURT: Well -- all right. So there's a person
3 here, David Bowers, who's talking about Ms. Kille's medical
4 condition she's suffering at this time.

5 Mr. Hudson, what is -- it's a motion for a judgment and
6 for attorney's fees? What's the procedural status of this
7 case?

8 MR. HUDSON: Yes, Your Honor, I'll give you a little
9 bit of a brief synopsis. This case arises from an agreement
10 that my client, Serve Pro, had with Ms. Kille back in 2021
11 to, basically, do some remediation work at her residence.
12 After we were through with the work, Your Honor, Ms. Kille
13 refused to pay us -- or pay Serv Pro for its services, so we
14 filed suit back in 2022.

15 Ms. Kille filed an answer in a third party complaint
16 and removed the case to the Court of Common Pleas. She,
17 also, named two other parties as third party Defendants
18 along with the Plaintiff, Bradley Plumbing and Heating and
19 DuraClean Systems.

20 Judge, there were a myriad of issues with getting Ms.
21 Kille to respond to any of the Court's deadlines and
22 scheduling orders. Just to sort of move towards where we
23 are today, there was a mediation scheduled by the Court for
24 October 31st of 2024. Ms. Kille failed to show, failed to
25 participate.

1 At that point in time, a status conference was
2 requested and the case was placed on the Court's docket for
3 April 24th of 2025. That was held in front of Judge Pope
4 with counsel for Plaintiff and for the third party
5 Defendants all present. Ms. Kille did not appear nor did
6 she have any counsel appear on her behalf.

7 As a result, Your Honor, Plaintiff and the third party
8 Defendants filed a joint motion to dismiss for lack of
9 prosecution, and a request to strike Ms. Kille's answer in
10 Plaintiff's complaint. And on July 18th of 2025, this Court
11 entered an order granting that motion to dismiss the third
12 party complaint and striking Ms. Kille's answer to Serv
13 Pro's initial complaint.

14 And so, Judge, as a result of that, we filed this
15 motion for judgment on the pleadings plus interest and to
16 recover all costs associated with prosecuting this case. In
17 our motion, Your Honor, we filed an affidavit from myself,
18 basically, outlining the attorney fees to date, which are a
19 little over \$6000. And what we're asking for, Judge, is an
20 order for a judgment in the amount of \$7,501.27, which was
21 the amount that was originally listed in the complaint, plus
22 interest of \$1,670.24, plus attorney fees, Your Honor,
23 amounting to \$6,036.50.

24 Judge, I think it's clear from looking at the
25 procedural aspect of this case that we're entitled to those

1 attorney's fees. Ms. Kille has acted in bad faith. She's
2 been superbly litigious throughout this process forcing us
3 to attend multiple calendar calls and mediations without her
4 being present. And so, Judge, that's where we are today and
5 we would ask the Court to enter that order.

6 I would, also, note, Your Honor, Ms. Kille had sent
7 some letters to the Court requesting appeals and other
8 things of that nature, but, from looking at the docket, Your
9 Honor, there is nothing that she has properly filed with
10 this Court. The last filing, I believe, was this motion for
11 judgment and attorney's fees that I filed on behalf of
12 Plaintiff, Serv Pro. So that's where we are, Your Honor.

13 And Judge, I don't have anything further to present at
14 this moment unless the Court has any questions.

15 THE COURT: Ms. Kille is standing -- excuse me, sitting
16 at counsel table. We're all in the courtroom. And I'm
17 going to allow her to speak at this time.

18 Charlotte, if you could help us turn the microphone on
19 for her.

20 MS. KILLE: Your Honor, I have in front of me
21 acknowledgement from the South Carolina Court of Appeals
22 that my appeal has been processed --

23 MS. DAVIES: Your Honor, excuse me, Your Honor. This
24 is Sterling Davies. I represent Bradley Plumbing in the
25 case. I cannot hear Ms. Kille.

1 THE COURT: I don't believe she's muted.

2 Are you able to take off the mask to speak into the
3 computer?

4 MS. KILLE: Is my speaker not on on my computer?

5 MR. BOWERS: They want you to take your mask off.

6 MR. HUDSON: I can hear her just fine just for the
7 Court's information.

8 THE COURT: Okay, thank you.

9 MS. KILLE: Your Honor, I can do that.

10 Your Honor, I have prepared remarks. I am fully aware
11 that we are not here to litigate the merits of the original
12 case. However, I am here representing myself because the
13 attorney I finally hired abandoned the case after completing
14 the discovery process. About April 30 was the date he -- of
15 last year that he withdrew.

16 He withdrew because it became apparent he had filed in
17 the wrong court. That he did not have the credentials, the
18 experience to proceed. From that point forward, I have
19 communicated with 156 lawyers. I have with me some of their
20 e-mail responses. Essentially, they all agreed that my
21 former attorney fudged this matter so badly that they were
22 not going to help me.

23 At this point in time, I am going to ask that you
24 dismiss Serv Pro of Augusta's motion. Primarily, because as
25 I have in my hands, the Court of Appeals has accepted my

1 appeal, has acknowledged it in writing, and, therefore, I
2 have been told that this Court no longer has jurisdiction.

3 I ask the Court to dismiss Serv Pro's motion for lack
4 of jurisdiction and to give me an opportunity to continue my
5 search for an appellate attorney.

6 THE COURT: Okay. Thank you. Anything else you want
7 to say?

8 MS. KILLE: I am sorry? I am sorry?

9 THE COURT: Is there anything else you want to say?

10 MS. KILLE: I'm sorry?

11 THE COURT: Do you want to say anything else?

12 MS. KILLE: If the Court cannot dismiss this for lack
13 of jurisdiction, yes, I do have some other comments that I
14 have prepared.

15 THE COURT: Well, you are in opposition to the --

16 MS. KILLE: May I present --

17 THE COURT: -- motion -- sure.

18 MS. KILLE: May I present them?

19 THE COURT: To the extent that it's about the motion
20 itself. As you said, we don't want to relitigate the case.

21 MS. KILLE: No, and I understand that.

22 THE COURT: Let me -- actually before -- let me ask the
23 attorneys who are present if they have any response to Ms.
24 Kille as far as the case being accepted with the Court of
25 Appeals at this time?

1 MS. KILLE: I have documentation as recently as dated
2 the 10th of this month acknowledging that my appeal has been
3 accepted.

4 THE COURT: Yes ma'am.

5 Let me hear from Mr. Hudson or Mr. Davies.

6 MR. HUDSON: Judge, I can address this initially and
7 then Mr. Davies may have some additional things he wants to
8 bring up to the Court.

9 Number one, Your Honor, there is nothing that I, I
10 think, or any of the codefendants -- or I should say
11 codefendants in the third party complaint that was
12 dismissed, have not received anything from Ms. Kille in the
13 mail as it relates to this appeal, number one.

14 Number two, Judge, she has not filed anything with this
15 Court, which, as Your Honor knows, is necessary.

16 And number three, Judge, while it does appear that she
17 has attempted to file something with the Court of Appeals,
18 there was a -- from looking on their website, there was a
19 letter issued to Ms. Kille addressing a lot of the
20 deficiencies in her filing, Judge. And I don't see anywhere
21 where those have been addressed or -- again, there's nothing
22 that I can see that shows that she's addressed any of those
23 deficiencies.

24 And again, I've not received anything in the mail,
25 Judge. There's nothing that's been filed with this Court.

1 She's -- you know, the only thing she's done is sent some
2 letters. There's been no filing fees.

3 So that's kind of our position on it. I don't know if
4 Mr. Davies has anything he would like to add, Your Honor.

5 MS. KILLE: I dispute everything he's saying --

6 MR. DAVIES: Your Honor, Sterling Davies for Bradley
7 Plumbing again. May it please the Court?

8 The third party case was dismissed by the circuit court
9 already. Whether or not the appeal is a valid appeal and
10 will be one that Ms. Kille can move forward with or not, I
11 think it's yet to be determined. The Court of Appeals wrote
12 a letter to her with her deficiencies, I think sometime last
13 week, and I think that's the last we've heard of it.

14 We certainly believe there are a number of errors in
15 her attempted appeal, including the timeliness of it, paying
16 fees related, proper filings and all of that, but I don't
17 believe that's in front of Your Honor right now.

18 THE COURT: Okay.

19 Ms. Kille, in addition to what you told me about the
20 Court of Appeals, any other opposition as far as the
21 specific relief these attorneys are seeking on behalf of
22 their client today?

23 MS. KILLE: May I speak, Your Honor?

24 THE COURT: Certainly.

25 MS. KILLE: In front of me are the postal services

1 certification records for six mailings. As of this past
2 Friday, the Court of appeals, in addition to their September
3 10th correspondence has said that any deficiencies, for
4 example, my paying \$250, which has since been sent to the
5 Court, had until the 20th of this month to make revisions.
6 The revisions have been made.

7 The revisions have been e-mailed to and, also, sent
8 certified through the postal service to the Court of
9 Appeals, to the Aiken County Clerk of Court, to Hull Barrett
10 Law Firm, to Wall Templeton Law, to Gallivan White and to
11 McAngus, Goudelock.

12 I submit to the Court, the records of what I have just
13 spoken, if you wish. Attached thereto is the Court of
14 Appeals September 10th letter, in which it says we have
15 received your notice of appeal. They did acknowledge in a
16 subsequent correspondence that the deficiencies was that I
17 had yet to pay the \$250 fee. Again, I have that record in
18 front of me which I present to the Court.

19 I have comments. Again, I believe there is a basis for
20 the Court to dismiss today's motion for lack of
21 jurisdiction. However, I wish to, also, enter to the Court
22 a prepared comment, if I may. It is brief, it does not
23 litigate the underlying matter.

24 THE COURT: So it's a statement or an argument that
25 you've put in writing?

1 MS. KILLE: I'm sorry? Forgive me, Your Honor. I'm
2 just really sick.

3 THE COURT: Excuse me, I'm turning off my mic.

4 MS. KILLE: I have --

5 THE COURT: Just a moment.

6 MS. KILLE: I -- the basis -- there's a number of bases
7 for rejecting the current motion.

8 THE COURT: So you have prepared something in writing
9 you want filed; is that correct?

10 MS. KILLE: I prepared a presentation of my remarks for
11 today.

12 THE COURT: Okay. Is it a remark you want to read or
13 you just want to submit it?

14 MS. KILLE: I'm sorry?

15 THE COURT: Do you want to submit them for the Court or
16 you just want to read them into the record?

17 MS. KILLE: I would like to read them into the record
18 so that the attorneys for the Defendants are familiar with
19 it and, certainly, enter it into the record, also.

20 THE COURT: How many pages is it?

21 MS. KILLE: Well, I've got it in 16 point type and
22 double spaced. So it was only about one page, but because
23 my eyes are permanently damaged.

24 THE COURT: Yes, ma'am.

25 MS. KILLE: May I read it into the record?

1 THE COURT: Yes, ma'am.

2 MS. KILLE: And then I will hand it to her.

3 THE COURT: Okay.

4 MS. KILLE: Your Honor, I have lung damage from this
5 matter, so I will hesitate when I speak. I am 78 years of
6 age. I was in exceptional health prior to my having
7 retained Serv Pro of Augusta in 2021.

8 In February 2022, per Serv Pro's one week proposal and
9 signed contract, I paid Serv Pro \$47,000 to remediate my
10 home after a plumber flooded it. However, Serv Pro not only
11 failed to remediate my home reliably, but, thereafter,
12 caused avoidable additional damage and harm when it returned
13 toxin infected personal property, which reinfected my home
14 and me.

15 It's the latter filings that are represented by the
16 \$7500 that Serve Pro is demanding today. The bottom line,
17 Serv Pro poisoned me among chemicals it may have dispersed
18 24/7 throughout my home for 12 days. It was a
19 life-threatening chemical strictly prohibited by federal law
20 for such use. I became ill within four days of reinhabiting
21 my home upon Serv Pro completing its remediation related
22 processes.

23 Specifically, Serv Pro's negligence is believed to have
24 permanently damaged my brain, my eyes, my blood, my kidneys,
25 and my lungs and to have damaged all services and content

1 within my home and within its infrastructure. It has been
2 designated since that it needs to be raised. I have been
3 homeless for four years since this nightmare began.

4 Everything is documented. I have been very ill. I
5 remain at heightened risk of dying prematurely from multiple
6 life-threatening diseases and cancers. And I have been near
7 death multiple times as a direct result of the poisonings by
8 Serv Pro. Experts have deemed my home cannot be reliably
9 remediated and its damage far exceeds one million dollars.

10 So how did we come to this point? As mentioned
11 earlier, my former attorney abandoned the case April 30th of
12 2024 upon completing the discovery process when it became
13 apparent he had filed in the wrong court. When it became
14 apparent he lacked all education, experience to litigate my
15 matter. He, also, chose to disregard the expertise of
16 multiple medical government and private industry experts.

17 Thereafter, I diligently sought substitute counsel
18 without success of those who responded. Among 156 tort
19 lawyers, which I was referred to beginning May 24th through
20 September 25th. Of the handful who reported have reviewed
21 related evidence and history all acknowledged disinterest in
22 a toxin-related case, lacking required resources, and
23 disinterest in becoming involved in a matter so egregiously
24 fudged up by my former attorney.

25 In summary, evidence would prove that Serv Pro of

1 Augusta misled me regarding its history, experiences and
2 qualifications remediating real property similar to my home
3 and that it caused extensive and irreparable material damage
4 to my home and life-threatening consequences to my health.

5 In effect, the company should be reimbursing me for the
6 \$47,000 I paid them to remediate my home and for the
7 estimated minimum one million in losses, plus for my ongoing
8 medical care which when I last knew, exceeded, at least,
9 \$200,000.

10 In a final note, beginning mid-April of this year, Serv
11 Pro failed to provide me via U.S. postal service with
12 motions and court rulings. This because it began in
13 mid-April, following the April hearing to misaddress all
14 U.S. postal service mailings and, thereafter, disregarded
15 multiple U.S. postal service notifications, which notified
16 Defendants of this repeated error.

17 Further, its filings contained mistyped e-mail
18 addresses for Defendants' attorneys, which I relied upon.
19 Further disregarded was how prior to the April hearing, I
20 had notified Defendants and the Aiken court that I was
21 recuperating from my latest near death episode of
22 chemically-induced pulmonary edema, and, thus, I could not
23 appear pro se.

24 The Court, also, was provided letters explaining my
25 health limitations, including from my primary doctor at

1 George Washington University School of Medicine in
2 Washington, D.C. I have been treated at multiple top
3 medical schools in this country. My mortality rate at this
4 point is believed to be about 85 percent, according to the
5 CDC.

6 Herewith, I petition this Court to dismiss Serv Pro's
7 motion in his entirety and to provide me an opportunity to
8 finally obtain justice on appeal.

9 Thanks to Your Honor.

10 THE COURT: Counsel, anything y'all wish to respond?

11 MR. HUDSON: Your Honor, briefly. Again, Brooks Hudson
12 for Serv Pro. Number one, Judge, let me just say to Ms.
13 Kille, I sympathize and I'm very sorry for her medical
14 issues. But, Your Honor, I would ask that that statement be
15 stricken in its entirety. She's, essentially, attempting to
16 relitigate the case when there's already been an order
17 entered by the Court dismissing her third party complaints
18 and striking her answer, Judge. So, you know -- and Serv
19 Pro, of course, denies that they are liable for any of the
20 issues that Ms. Kille addressed here today.

21 But that's not what's before the Court, Your Honor.
22 What's before the Court today is a motion for judgment based
23 upon a previous order entered by this Court, which struck
24 the Plaintiff's answer and dismissed all of her
25 counterclaims.

1 So Judge, we would just ask that the Court enter the
2 order. We presented a proposed order with our motion, and
3 enter that order in this case ordering judgment for Serv
4 Pro.

5 THE COURT: Mr. Davies, anything from you on this
6 matter?

7 MR. DAVIES: Your Honor, the only thing that I -- first
8 of all, I would join in the motion to strike the statement
9 as it's inapplicable to what's before the Court.

10 But to the extent their allegations of lack of notice
11 and that comes into the Court's rulings at all, so the April
12 14th scheduling order or status conference, which Judge Pope
13 set was definitely made aware -- Ms. Kille was made aware of
14 that because she filed on April 4th a letter with the Court
15 saying I've got -- it's called status hearing scheduled for
16 4/14. She says, I got your notice of it and I've got health
17 issues and I can't appear. And Judge Pope did not find that
18 convincing and so she decided to hold the hearing and Ms.
19 Kille failed to appear or have anyone appear on her behalf.

20 So to argue lack of notice of that, Your Honor, is
21 complete disingenuous and is actually directly controverted
22 by the own document she's filed.

23 And then, Your Honor, on July 16 of this year, she
24 filed a document with the Court which says, Dear Judge Pope,
25 basically, on July 14, I received the joint motion to

1 dismiss for lack of prosecution, and then she argues against
2 it in that letter. So she clearly received that notice as
3 well.

4 So I just didn't want the Court to be persuaded by this
5 allegation of lack of notice in the underlying case and just
6 wanted to clear that up for the record.

7 Thank you, Your Honor.

8 THE COURT: Anyone else need to be heard?

9 MR. HUNDLEY: And Your Honor, if I may join in just
10 briefly as well, my name's Richards Hundley. I actually
11 represent the Plaintiff for the counterclaims that Ms. Kille
12 filed. It's our opinion that any service issues or anything
13 related to the order dismissing the counterclaims and the
14 third party complaints are not properly in front of this
15 Court. It's more of the appellate issue. And that's quite
16 frankly all I have, Your Honor.

17 Thank you.

18 THE COURT: I'll take this matter under advisement.

19 I'm taking it under advisement. I'm not making a
20 decision today, but I will have a decision shortly.

21 Thank you.

22 MR. HUDSON: I'm sorry, Your Honor. I had a hard time
23 hearing the Court.

24 THE COURT: That's because I was operating the
25 microphone improperly.

1 What I said is I'm taking the matter under advisement.
2 I'm not making a decision today, but I will come up with a
3 decision in the coming days.

4 MR. HUDSON: Thank you, Your Honor.

5 THE COURT: Thank you.

6 MS. KILLE: Thank you, Your Honor.

7 MR. DAVIES: Your Honor, that's all I have on the
8 docket. May we please be excused?

9 MS. KILLE: Advise the Court what we're having to do.
10 David, would you advise the Court that I need to call an
11 ambulance?

12 THE COURT: She wants to call an ambulance?

13 MR. BOWERS: Yes.

14 THE COURT: [Indiscernible].

15 MS. KILLE: I'm sorry, Your Honor, I'm in so much pain.

16 THE COURT: And I'm very sorry.

17 MS. KILLE: I'm going to -- I have been holding off
18 calling EMS. We need an ambulance.

19 THE COURT: Do you want to call or --

20 MS. KILLE: Give this to --

21 THE COURT: The sheriff's deputy is calling.

22 MR. BOWERS: Thank you. Can she just sit here? I'll
23 go down with him to meet the ambulance.

24 MS. KILLE: I want to give this to the Court.

25 MR. BOWERS: Okay. We're going to roll you out in the

1 hallway in this chair.

2 MS. KILLE: No.

3 MR. BOWERS: Yes.

4 MS. KILLE: Let me be in charge, please.

5 I want to give this --

6 THE CLERK: Is that what you're filing? Do you want to
7 file this?

8 MS. KILLE: Yes.

9 THE CLERK: Okay.

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CERTIFICATE OF TRANSCRIBER

1
2
3 I, PENNY M. JOHNSON, do hereby certify that the
4 foregoing transcript is a true and correct record of the
5 recorded proceedings; that said proceedings were transcribed
6 to the best of my ability from the audio recording and
7 supporting information; and that I am neither counsel for,
8 related to, nor employed by any of the parties to this case,
9 and I have no interest, financial or otherwise, in its
10 outcome.

11
12 December 13, 2025

13
14
15 Penny M. Johnson
16 Penny M. Johnson
17 Transcriber
18
19
20
21
22
23
24
25

STATE OF SOUTH CAROLINA

COUNTY OF AIKEN

SP Of Augusta, LLC,
683 Commerce Court
Evans, GA 30809
(706) 750-0200

Plaintiff

vs.

MARILYN KILLE
321 Morris Road
Aiken, SC 29805

Defendant.

2022CV0210800084

Civil Case Number

IN THE MAGISTRATE'S COURT

**AFFIDAVIT OF MARILYN KILLE IN
SUPPORT OF MOTION TO
TRANSFER TO THE AIKEN COUNTY
COURT OF COMMON PLEAS**

PERSONALLY APPEARED BEFORE ME, the undersigned, Marilyn Kille, who, after being sworn, deposes and states:

1. I am over the age of 18 and competent to give this affidavit.
2. I have personal knowledge of the matters stated herein unless it is clearly stated as being upon information and belief.
3. I am the owner of the real property located at 321 Morris Road, Aiken, South Carolina, (the "Home") which is the subject of the above-captioned lawsuit.
4. The Home's water main suffered a severe water loss to the Home that occurred on August 24, 2021, and the water damage was caused by the plumbing and heating system installed by Bradley Plumbing and Heating, Inc., ("Bradley") performed on the Home. The water damage caused by the water loss from the water main system and flooded the downstairs portions of the Home.

6. The water loss on August 24, 2021, caused substantial damage to both my Home and personal belongings, including but not limited to numerous pieces of fine art, memorabilia, and family heirlooms that were stored in areas surrounding the break in the plumbing system caused by Bradley.
7. Following the initial water loss on August 24, 2021, the water and associated water vapor and elevated humidity was not promptly removed from the Home and also allowed to remain in the HVAC system, including the ducts.
8. I am informed and believe that the elevated water content was allowed to remain in the Home following the loss due to the failures of both Bradley and Duraclean Systems Incorporated of North Augusta ("Duraclean" and ultimately resulted in toxins and microbial growth in the HVAC System and then throughout the entire interior of the Home.
9. During the months following the water loss it became apparent that the interior of the Home was contaminated with toxic substances and there was visible fungal growth on the interior finishes and walls of the Home and air testing confirmed the presence of toxic substances and poor air quality.
10. During the months following the water loss I began experiencing numerous physical ailments and symptoms commonly associated with exposure to toxic substances and contaminants, including but not limited to chronic cough, irritation and rashes, difficulty breathing, sinus headaches, watery headaches, and a lesion on my back. I have experienced these symptoms prior to the water loss on August 24, 2021, and have sought medical attention for these ailments despite receiving extensive

medical treatment from various physicians. My medical treatment for these conditions remains ongoing.

12. In December 2021, the contamination in the Home was so severe that I was forced to move out of the Home and rent and place a motorhome on my property as an alternative form of housing that would still allow me to try to care for the horses and other animals that I keep and care for on my property.

13. In late December 2021, I contacted SP of Augusta, LLC ("Servpro") to evaluate my Home and prepare an estimate for cleaning, remediating, restoring the interior finishes and walls and my personal property inside the Home.

14. I ultimately hired Servpro to perform this work on the Home and my personal property items.

15. Since Servpro completed its work on my Home and my personal property, I have observed damages to the interior finishes and walls of my Home that will require significant repairs and were not present before Servpro performed its work on my Home.

16. I am also informed and believe that there continue to be elevated levels of toxic substances and contaminants present in the Home and the air despite the work that Servpro performed.

17. My medical treatment has resulted in significant medical bills and expenses that easily

exceed Seven Thousand, Five Hundred and No. Dollars (\$7,500.00)

and I have sustained significant injuries and damages due to the foregoing events;

and the cost of my medical treatment is still being determined but the cost of hiring Servpro

has exceeded Forty Six Thousand Dollars (\$46,000.00). A copy of the

19. I continue to discover areas of the interior finishes and walls that are now damaged after Servpro completed its work on my Home, and I am informed and believe that these damages are due to the improper and defective work that Servpro performed. I have not yet received formal estimates of the cost of repairing the walls and finishes in my Home as the evaluation of the damages and the best method for repairing those damages is still being determined. However, because it is a custom-built log home that is extremely unique, I am informed and believe that the costs of those repairs will also easily exceed Seven Thousand, Five Hundred and No. Dollars (\$7,500.00).

FURTHER AFFIANT SAYETH NAUGHT.



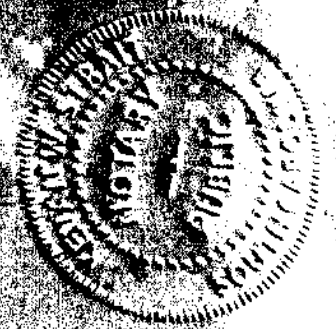
Marilyn Kille

SWORN TO AND SUBSCRIBED BEFORE ME
this 5 day of July, 2022



Notary Public for South Carolina
My Commission Expires _____

KEVAN W. STRAIT
Notary Public, State of South Carolina
My Commission Expires 4/2/2030



STATE OF SOUTH CAROLINA)
)
COUNTY OF AIKEN)
)
)
)

2022CV0210800084
CIVIL CASE NUMBER

IN THE MAGISTRATE'S COURT

CERTIFICATE OF TRANSMITTAL

Sp Of Augusta, Llc
683 Commerce Court
Evans, GA 30809
(706) 750-0200

PLAINTIFF(S)

Vs

Marilyn Kille
321 Morris Road
Aiken, SC 29805

DEFENDANT(S)

The original complaint and all associated paper work in reference to the above listed civil case is being transmitted for disposition to the court listed below:

Date of Transmittal: July 12, 2022
Transmitted to: Court of Common Pleas
Transmitted by: Aiken County Monetta Summary Court
Civil Case No.: 2022CV0210800084
Comments: Counter Claim filed for over \$7500.00

Received and verified by Shodell Park on 7-13-22

NOTICE OF ADR

Sp Of Augusta Llc
Marilyn Kille

2022CP0201563

PLAINTIFF(S)

Filing Date: July 13, 2022

Vs

Marilyn Kille
Bradley Plumbing And Heating Inc
Duraclean Systems Incorporated Of North
Augusta

DEFENDANT(S)

Pursuant to the South Carolina Alternative Dispute Resolution Rules (SCADR), you are required to participate in the following methods of Alternative Dispute Resolution (ADR): mediation or arbitration (binding or non-binding); on or before 300 days from the date of filing of this action. The parties have a right to mutually agree upon the form of ADR and a neutral person(s) to conduct that ADR process. In the event the parties are unable to agree upon the form of ADR, the court hereby designates mediation as the default process of ADR. In the event the parties are unable to agree upon a mediator, the court hereby appoints

Maryann Elizabeth Blake, PO Box 2161, , Walterboro, SC 29488-0020, Phone (843) 635-1884

to serve as mediator. In the event the aforementioned mediator has a conflict of interest or is unable to serve, the alternate mediator is

Regina Hollins Lewis, Gaffneylewis LLC, 3700 Forest Drive, Suite 400, Columbia, SC 29204, Phone (803) 790-8838

The parties and/or their lawyers shall contact the court-appointed mediator directly regarding scheduling and payment of the court-mandated fee.

A Rule to Show Cause why sanctions should not be imposed may be issued in all cases that fail to file a Proof of ADR or Exemption form indicating evidence of participation in or exemption from an ADR process within 300 days from the date of filing of the action or 90 days from the date of this notice .

Date: February 24, 2023

Notice of this Order was given by First Class Mail, E-mail, Fax or by the E-Filing Notice of Electronic Filing (NEF). Pro-Se parties were notified by first class mail on 02/24/2023

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CP18
SCADR 102 (11/2012)

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ELECTRONICALLY FILED - 2023 Feb 24 9:49 AM - AIKEN - COMMON PLEAS - CASE#2022CP0201563

STATE OF SOUTH CAROLINA)
)
 COUNTY OF AIKEN)
)
 SP OF AUGUSTA, LLC,)
)
 Plaintiff,)
)
 vs.)
)
 MARILYN KILLE,)
)
 Defendant.)
 _____)
)
 MARILYN KILLE,)
)
 Third-Party Plaintiff,)
)
 vs.)
)
 BRADLEY PLUMBING AND)
 HEATING, INC.; DURACLEAN)
 SYSTEMS INCORPORATED OR)
 NORTH AUGUSTA AND JOHN DOES)
 1 THROUGH 10,)
)
 Third-Party Defendants.)
 _____)

IN THE COURT OF COMMON PLEAS
 FOR THE SECOND JUDICIAL CIRCUIT
 CASE NO.: 2022-CP-02-01563

CERTIFICATE OF SERVICE BY MAIL

The undersigned employee of WALL TEMPLETON & HALDRUP, P.A. hereby certifies that on this 24th day of April, 2025, he served a copy of **JOINT MOTION TO DISMISS FOR LACK OF PROSECUTION OR, IN THE ALTERNATIVE, FOR SUMMARY JUDGMENT**, by following this Court’s ordinary practice pursuant to NEF, with which he is readily familiar and addressed to All Authorized E-Filers, who are counsel of record. Those designated as Traditional Filers, have been served a copy of **JOINT MOTION TO DISMISS FOR LACK OF PROSECUTION OR, IN THE ALTERNATIVE, FOR SUMMARY JUDGMENT**, by placing a copy in a postpaid envelope for collection and processing for mailing, following this business’s ordinary practice, in compliance with Rule 5, SCRCP, with which he is readily familiar, by depositing with the United States Postal Service in the ordinary course of business and addressed to the persons hereinafter named, at the places and addresses stated below, which are the last known address, in Charleston, South Carolina:

TRADITIONAL FILER:

Marilyn M. Kille
219 Morris Rd.
Aiken, SC 29805
mmkille@icloud.com
Marilyn Kille Pro Se

AUTHORIZED E-FILERS

Christopher A. Cospers, Esq.
Brooks K. Hudson, Esq.
Hull Barrett, PC
P.O. Box 1564
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bhudson@hullbarrett.com
Counsel for SP of Augusta, LLC

Sterling G. Davies, Esq.
McAngus Goudelock Courie, L.L. C.
Post Office Box 12519
1320 Main Street, 10th Floor (29201)
Columbia, South Carolina 29211
sdavies@mgclaw.com
Counsel for Bradley Plumbing and Heating, Inc.

Ronald G. Tate, Jr., Esq.
Gallivan White Boyd
One Liberty Square
55 Beattie Place, Suite 1200
Greenville, SC 29601
rtate@gwblawfirm.com
lnanney@gwblawfirm.com
Counsel for Duraclean Systems Incorporated of North Augusta

Dated this 24th of April, 2025.

WALL TEMPLETON & HALDRUP, P.A.

s/Morgan S. Templeton
Morgan S. Templeton (S.C. Bar No. 15456)
W. Richards Hundley (S.C. Bar No. 104165)
145 King Street, Suite 300
Charleston, SC 29401
(843) 329 – 9500
Morgan.Templeton@WallTempleton.com
Richards.Hundley@WallTempleton.com
***Counsel for Plaintiff and Counterclaim Defendant
SP of Augusta, LLC***

STATE OF SOUTH CAROLINA)
)
COUNTY OF AIKEN)
)
SP OF AGUSTA, LLC,)
)
Plaintiff,)
)
vs.)
)
MARILYN KILLE,)
)
Defendant.)

IN THE COURT OF COMMON PLEAS
FOR THE SECOND JUDICIAL CIRCUIT
CASE NO.: 2022-CP-02-01563

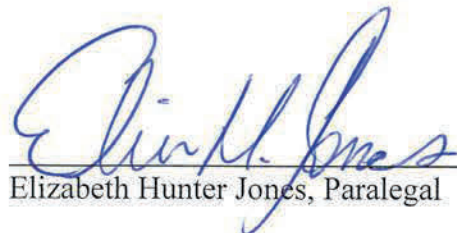
CERTIFICATE OF SERVICE

MARILYN KILLE,)
)
Third-Party Plaintiff,)
)
vs.)
)
BRADLEY PLUMBING AND)
HEATING, INC.; DURACLEAN)
SYSTEMS INCORPORATED OR)
NORTH AUGUSTA AND JOHN DOES)
1 THROUGH 10,)
)
Third-Party Defendants.)

The undersigned hereby certifies that a copy of the **Joint Motion to Dismiss for lack of Prosecution or, in the Alternative, for Summary Judgment** filed April 24, 2025 was served in this action via U.S. Certified Mail Receipt #7021 0350 0001 8771 2561 to the following:

Marilyn M. Kille
321 Morris Road
Aiken, SC 29805
Marilyn Kille Pro Se

[*Re-served due to original service copy returned undelivered, attached].


Elizabeth Hunter Jones, Paralegal

Dated: May 13, 2025
Charleston, South Carolina

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Ms. Marilyn Kille
 321 Morris Road
 Aiken, SC 29805



9590 9402 7451 2055 6845 77

2. Article Number (Transfer from service label)

7021 0350 0001 8771 2561

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

- Agent
- Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? If YES, enter delivery address below:

- Yes
- No

3. Service Type

- Adult Signature
- Adult Signature Restricted Delivery
- Certified Mail®
- Certified Mail Restricted Delivery
- Collect on Delivery
- Collect on Delivery Restricted Delivery
- Priority Mail Express®
- Registered Mail™
- Registered Mail Restricted Delivery
- Signature Confirmation™
- Signature Confirmation Restricted Delivery

Domestic Return Receipt

FIRST CLASS

FIRST CLASS

FIRST CLASS

FIRST CLASS

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FIRST CLASS

FIRST CLASS

ELECTRONICALLY FILED - 2025 May 13 5:12 PM - AIKEN - COMMON PLEAS - CASE#2022CH-0201563

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT

STATE OF SOUTH CAROLINA)
)
COUNTY OF AIKEN)

IN THE COURT OF COMMON PLEAS
FOR THE SECOND JUDICIAL CIRCUIT
CASE NO.: 2022-CP-02-01563

SP OF AUGUSTA, LLC,)
)
Plaintiff,)

**JOINT MOTION TO DISMISS FOR LACK
OF PROSECUTION OR, IN THE
ALTERNATIVE, FOR SUMMARY
JUDGMENT**

vs.)

MARILYN KILLE,)
)
Defendant.)

MARILYN KILLE,)
)
Third-Party Plaintiff,)

vs.)

BRADLEY PLUMBING AND)
HEATING, INC.; DURACLEAN)
SYSTEMS INCORPORATED OR)
NORTH AUGUSTA AND JOHN DOES)
I THROUGH 10,)
)
Third-Party Defendants.)

Plaintiff and Counterclaim Defendant SP of Augusta, LLC and Third Party Defendants Bradley Plumbing and Heating, Inc. and Duraclean Systems Incorporated (hereinafter referred to as the "Parties"), by and through their undersigned counsel, will move before the presiding judge of the Court of Commons Pleas for the County of Aiken, South Carolina, for an order granting Dismissal for Lack of Prosecution with Prejudice pursuant to Rules 41(b), S.C.R.C.P. or, in the alternative, for Summary Judgment pursuant to Rule 56 of the S.C.R.C.P.

BACKGROUND & PROCEDURAL HISTORY

This case arises from the Parties' involvement with an August 2021 leak and subsequent remediation of the home of Defendant, Counterclaimant, and Third Party Plaintiff Marilyn Kille (hereinafter, "Kille"). *See generally*, Kille Answer, Counterclaim, and Third Party Complaint. Plaintiff SP of Augusta, LLC ("SP of Augusta") filed the original breach of contract complaint in the Aiken County Magistrate Court on June 8, 2022, following Kille's refusal to pay SP of Augusta for its services at the home. Kille filed her answer, counterclaim, and third party complaint and successfully removed the case to the Court of Common Pleas on July 11, 2022. *Id.* Kille named as third party defendants Bradley Plumbing and Heating, Inc. ("Bradley") and Duraclean Systems Incorporated ("Duraclean"). Kille asserts causes of action for negligence, breach of warranty, and breach of contract. *Id.*

A consent order granting the withdrawal of Kille's counsel was later granted on April 30, 2024 and included a thirty (30) day stay of the case. *See* Consent Order to Withdraw. As of the date of filing this motion, Kille remains unrepresented.

Prior to the Consent Order to Withdraw, a second amended scheduling order was filed on April 12, 2024; it ordered mediation to occur by November 16, 2024 and this case eligible for trial after March 16, 2025.

Kille next submitted updates on her case to the Aiken County Clerk of Court, detailing her attempts to seek representation and inability to proceed, allegedly due to her health. *See generally*, Kille Submissions, filed June 6, 2024; July 16, 2024; and August 23, 2024.

Despite numerous requests from Parties to set mediation and Parties providing multiple months as options of mediation, Kille declined to participate in mediation on October 31, 2024,

stating “it’s impossible for me to reliably commit to anything in the future other than to my ongoing medical care.” See Exhibit A - Email Correspondence with Kille, dated October 31, 2024.

Following Kille’s refusal to mediate, a status conference was first requested by defendants on December 4, 2024. The case was then placed on the April 14, 2025 trial docket but converted to a status conference. Kille sent emails to the Court on March 25, 2025 and April 4, 2025 indicating she has been unable to hire counsel and was unable to appear “pro se” due to alleged illness. See generally, Kille Submissions, filed March 25, 2025 and April 4, 2025.

That status conference was held in front of Judge Clyburn Pope on April 14, 2025, with counsel for SP of Augusta, Bradley, and Duraclean in attendance. The Clerk of Court provided notice of the status conference to Kille but Kille did not attend and no attorney appeared on her behalf.

ARGUMENTS

Rule 41(b), S.C.R.C.P., states that a party may move for dismissal of an action or of any claim against him for failure of the adverse party to prosecute or to comply with these rules or any order of the court. Whether an action should be dismissed for failure to prosecute is left to the discretion of the trial court judge, and her decision will not be disturbed, except upon a clear showing of an abuse of discretion. Small v. Mungo, 254 S.C. 438, 442, 175 S.E.2d 802, 804 (1970). A party has the burden of prosecuting her own action, and the trial court may properly dismiss an action for that party’s unreasonable neglect in proceeding with her cause. McComas v. Ross, 368 S.C. 59, 62, 626 S.E.2d 902, 904 (Ct. App. 2006). (citing Don Shevey & Spires, Inc. v. Am. Motors Realty Corp., 279 S.C. 58, 60, 301 S.E.2d 757, 758 (1983)). When our supreme court has affirmed dismissal of actions based on a failure to prosecute, the dismissals were imposed to maintain the orderly disposition of cases in the face of repeated warnings to the offending party or multiple opportunities to proceed, and only then upon a finding of unreasonable neglect. Id. (citing Small v. Mungo, 254 S.C. 438, 443, 175

S.E.2d 802, 804 (1970)). Moreover, “it would be anomalous to require a defendant to force or encourage a plaintiff to proceed with his suit.” Don Shevey & Spires, 279 S.C. 58, 60, 301 S.E.2d 757, 759 (1983). There is a limit beyond which the court should allow a litigant to consume the time of the court and to prolong unnecessarily time, effort, and costs to defending parties. Georganne Apparel, Inc. v. Todd, 303 S.C. 87, 92, 399 S.E.2d 16, 19 (Ct. App. 1990). “In granting dismissal for failure to prosecute, there must be some showing of indifference to the rights of the defendant.” McComas, 368 S.C. at 62-32, 626, S.E.2d at 904.

Kille has proceeded pro se since April 30, 2024. Kille has repeatedly represented to the Court and to Parties that she cannot find representation and cannot participate in or schedule the events needed to prosecute this matter. Kille refused to participate in scheduling mediation. Kille refused to attend the status conference scheduled on April 14, 2025 and ignored the notice she received of the status conference.

In the alternative, summary judgment is now proper because Kille has failed to provide admissible evidence to satisfy her burden of proof as to breach of duty, proximate causation, and/or damages. “Summary judgment is appropriate when it is clear that there is no genuine issue of material fact and the conclusions and inferences to be drawn from the facts are undisputed.” Etheredge v. Richland Sch. Dist. One, 534 S.E.2d 275, 277 (S.C. 2000); see Rule 56(c), SCRPC. With respect to an issue upon which the nonmoving party bears the burden of proof, this initial responsibility “may be discharged by ‘showing’ — that is, pointing out to the [trial] court — that there is an absence of evidence to support the nonmoving party’s case.” Richardson v. The State Record Co., 499 S.E.2d 822, 825 (S.C. Ct. App. 1998). The nonmoving party “cannot simply rest on mere allegations or denials contained in the pleadings.” Singleton v. Sherer, 659 S.E.2d 196, 202 (S.C. Ct. App. 2008). “It is not sufficient that one create an inference which is not reasonable or an issue of fact that is not

genuine.” Thompkins v. Festival Centre Group, I, 410 S.E.2d 593, 594 (S.C. Ct. App. 1991). Kille has failed to satisfy her burden of proof because she has failed to prosecute her case.

CONCLUSION

For these reasons, SP of Augusta, Bradley, and Duraclean are entitled to (1) have Kille’s Answer, Counterclaim, and Third Party Complaint struck for failure to prosecute and judgment entered against her on SP of Augusta’s claims; (2) have Kille’s causes of action against them dismissed with prejudice for failure to prosecute; and/or (3) have Kille’s causes of action against them dismissed via summary judgement because Kille has not met her burden of proof as to any breach of duty, proximate cause, and/or damages.

Respectfully submitted by:

WALL TEMPLETON & HALDRUP, P.A.

s/Morgan S. Templeton

Morgan S. Templeton (S.C. Bar No. 15456)
W. Richards Hundley (S.C. Bar No. 104165)
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Morgan.Templeton@WallTempleton.com
Richards.Hundley@WallTempleton.com

- and -

HULL BARRETT, PC

Christopher A. Cosper (S.C. Bar No. 75362)
Brooks K. Hudson (S.C. Bar No. 100279)
P.O. Box 1564
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CCosper@HullBarrett.com
BHudson@HullBarrett.com
*Counsel for Plaintiff and Counterclaim
Defendant SP of Augusta, LLC*

McANGUS GOUDELOCK & COURIE,
LLC

s/Sterling G. Davies (w/ permission)
Sterling G. Davies (S.C. Bar No. 5840)
1320 Main Street, 10th Floor
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(803) 779 – 2300
SDavies@MGCLaw.com
*Counsel for Third Party Defendant Bradley
Plumbing and Heating, Inc.*

GALLIVAN, WHITE, & BOYD, P.A.

s/Ronald G/ Tate, Jr.

Ronald G. Tate, Jr. (S.C. Bar No. 5475)
Post Office Box 10589
Greenville, South Carolina 29603
(864) 271 – 9598
RTate@GWBLawFirm.com
*Counsel for Third Party Defendant
Duraclean Systems Incorporated of North
Augusta*



Reply: Mediation - SP of Augusta, LLC vs. Marilyn Kille vs. Bradley Plumbing and Heating, Inc., Duraclean Systems Incorporated of North Augusta, and John Does 1 through 10 20493.22209

From MMKille <mmkille@icloud.com>
Date Thu 10/31/2024 1:12 PM
To Skye Kinder <Skye.Kinder@mgclaw.com>

Ms. Kinder,

I'm acknowledging your recent email requesting that I confirm a date or dates for mediation in January or February.

For the record, I have no intention of disregarding such or to prolong related legal matters unnecessarily. However, whereas I have been and remain extremely ill arising from related matters, it's impossible for me to reliably commit to anything in the future other than to my ongoing medical care.

Frankly, I'm at a loss to know how to proceed.

Regards,

Marilyn Kille
mmkille@icloud.com
c: 919.621.1234

On Oct 29, 2024, at 12:14 PM, Skye Kinder <Skye.Kinder@mgclaw.com> wrote:

Good Afternoon,

I do not believe I ever received a response regarding your availability for mediation in Nov/Dec. The mediator is now booked for the rest of the year. Can you please provide a timely response of any dates you are **Unavailable** the month of January and February? I will be reaching out to the mediator and all other attorneys for their availability as well. We do need to get this on the books as soon as possible.

Thanks,

Skye

<1.png>

Skye Kinder, Scheduling Assistant

skye.kinder@mgclaw.com

1320 Main St, 10th Floor, Columbia, SC 29201

Mail: PO Box 12519, Columbia, SC 29211-2519

Main: 803-779-2300 | Direct: 803-233-3854 | Fax: 803-748-0526

This electronic mail may contain information that is confidential, attorney/client and/or work product privileged, prepared in anticipation of litigation and/or exempt from disclosure under applicable law. This transmission is intended solely for the individual or entity designated above. If you are not the intended recipient, you should understand that any distribution, copying, or use of the information is unauthorized and strictly prohibited. If you have received this electronic mail in error, please immediately notify the sender and destroy all copies which you may have of this communication!

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From: Skye Kinder
Sent: Friday, October 11, 2024 9:57 AM
To: 'MM Kille' <mmkille@icloud.com>
Cc: Keely McCoy <Keely.McCoy@mgclaw.com>; Sterling Davies <sdavies@mgclaw.com>; Connie Wells <CWells@mgclaw.com>; Stephany Stephenson <stephany.stephenson@mgclaw.com>
Subject: Mediation - SP of Augusta, LLC vs. Marilyn Kille vs. Bradley Plumbing and Heating, Inc., Duraclean Systems Incorporated of North Augusta, and John Does 1 through 10 20493.22209

Good Morning,

I am working on collecting availability to schedule mediation in the above matter. Can you please let me know **All dates** below you are available?

11/11, 11/18, 11/20, 11/26, 12/16, and 12/17

We will be able to discuss potential mediators once I have dates to see who is still available this year. I have added the team in case you have any questions.

Thanks,

Skye

ELECTRONICALLY FILED - 2025 May 13 5:13 PM AIKEN - COMMON PLEAS - CASE#2022CP02056363
ELECTRONICALLY FILED - 2025 Apr 24 4:16 PM AIKEN - COMMON PLEAS - CASE#2022CP02056363

STATE OF SOUTH CAROLINA)
)
COUNTY OF AIKEN)

IN THE COURT OF COMMON PLEAS
FOR THE SECOND JUDICIAL CIRCUIT
CASE NO.: 2022-CP-02-01563

SP OF AUGUSTA, LLC,)
)
Plaintiff,)

CERTIFICATE OF SERVICE BY MAIL

vs.)

MARILYN KILLE,)
)
Defendant.)

MARILYN KILLE,)
)
Third-Party Plaintiff,)

vs.)

BRADLEY PLUMBING AND)
HEATING, INC.; DURACLEAN)
SYSTEMS INCORPORATED OR)
NORTH AUGUSTA AND JOHN DOES)
1 THROUGH 10,)
)
Third-Party Defendants.)

The undersigned employee of WALL TEMPLETON & HALDRUP, P.A. hereby certifies that on this 24th day of April, 2025, he served a copy of **JOINT MOTION TO DISMISS FOR LACK OF PROSECUTION OR, IN THE ALTERNATIVE, FOR SUMMARY JUDGMENT**, by following this Court's ordinary practice pursuant to NEF, with which he is readily familiar and addressed to All Authorized E-Filers, who are counsel of record. Those designated as Traditional Filers, have been served a copy of **JOINT MOTION TO DISMISS FOR LACK OF PROSECUTION OR, IN THE ALTERNATIVE, FOR SUMMARY JUDGMENT**, by placing a copy in a postpaid envelope for collection and processing for mailing, following this business's ordinary practice, in compliance with Rule 5, SCRCF, with which he is readily familiar, by depositing with the United States Postal Service in the ordinary course of business and addressed to the persons hereinafter named, at the places and addresses stated below, which are the last known address, in Charleston, South Carolina:

TRADITIONAL FILER:

Marilyn M. Kille
219 Morris Rd.
Aiken, SC 29805
mmkille@icloud.com
Marilyn Kille Pro Se

AUTHORIZED E-FILERS

Christopher A. Cosper, Esq.
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Hull Barrett, PC
P.O. Box 1564
Augusta, GA 30903-1564
ccosper@hullbarrett.com
bhudson@hullbarrett.com
Counsel for SP of Augusta, LLC

Sterling G. Davies, Esq.
McAngus Goudelock Courie, L.L. C.
Post Office Box 12519
1320 Main Street, 10th Floor (29201)
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sdavies@mgclaw.com
Counsel for Bradley Plumbing and Heating, Inc.

Ronald G. Tate, Jr., Esq.
Gallivan White Boyd
One Liberty Square
55 Beattie Place, Suite 1200
Greenville, SC 29601
rtate@gwblawfirm.com
lnanney@gwblawfirm.com
Counsel for Duraclean Systems Incorporated of North Augusta

Dated this 24th of April, 2025.

WALL TEMPLETON & HALDRUP, P.A.

s/Morgan S. Templeton
Morgan S. Templeton (S.C. Bar No. 15456)
W. Richards Hundley (S.C. Bar No. 104165)
145 King Street, Suite 300
Charleston, SC 29401
(843) 329 – 9500
Morgan.Templeton@WallTempleton.com
Richards.Hundley@WallTempleton.com
**Counsel for Plaintiff and Counterclaim Defendant
SP of Augusta, LLC**



Wall Templeton
ATTORNEYS

145 King Street, Suite 300 (29401)
Post Office Box 1200
Charleston, South Carolina 29402

26 APR 2025 PM 11:11

FIRST-CLASS



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NSN

Marilyn M. Kille
219 Morris Rd.
Aiken, SC 2

238 498384 29 01

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RETURN TO SENDER
NO SUCH NUMBER
UNABLE TO FORWARD

BC: 29402120000 *0696-07883-ZB-34

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
COUNTY OF AIKEN	)	FOR THE SECOND JUDICIAL CIRCUIT
	)	CASE NO.: 2022-CP-02-01563
SP OF AUGUSTA, LLC,)	
Plaintiff,)	
vs.	)	AFFIDAVIT OF SERVICE
MARILYN KILLE,)	
Defendant.)	

MARILYN KILLE,)
Third-Party Plaintiff,)
vs.)
BRADLEY PLUMBING AND HEATING,)
INC.; DURACLEAN SYSTEMS)
INCORPORATED OR NORTH AUGUSTA)
AND JOHN DOES 1 THROUGH 10,)
Third-Party Defendants.)

NOW COMES Plaintiff SP of Augusta, LLC (“SP”) and hereby files this Affidavit of Service advising of unsuccessful service of the Joint Motion to Dismiss for Lack of Prosecution or, in the alternative, for Summary Judgment (“Motion”) filed on April 24, 2025 upon Third-Party Plaintiff Marilyn Kille.

SP attempted service via U.S. Regular Mail on April 24, 2025 to the address listed on Ms. Kille’s email to Charla Plouffe dated March 25, 2025 of 219 Morris Rd., Aiken, SC 29805, which was returned May 13, 2025 [**see Exhibit A**].

SP filed a Certificate of Service and attempted a second attempt on May 13, 2025 via Certified Mail to the address listed on Ms. Kille’s letter to the Court dated August 23, 2024 of 321 Morris Road, Aiken, SC 29805, which was returned on June 30, 2025 [**see Exhibit B**].

SP further states that a final attempt for service of the Motion was made on July 2, 2025 via electronic transmission to mmkille@icloud.com [see Exhibit C].

Respectfully submitted,

WALL TEMPLETON & HALDRUP, P.A.

s/ W Richards Hundley

Morgan S. Templeton (SC Bar #15456)

W. Richards Hundley (SC Bar #104165)

145 King Street, Suite 300 (29401)

P.O. Box 1200

Charleston, SC 29402

P: 843-329-9500

E: Morgan.Templeton@WallTempleton.com

Richards.Hundley@WallTempleton.com

Counsel for Counterclaim Defendant SP of Augusta, LLC

Dated: July 2, 2025

Charleston, South Carolina

EXHIBIT A

ELECTRONICALLY FILED - 2025 Jul 02 4:04 PM - AIKEN - COMMON PLEAS - CASE#2022CP0201563
ELECTRONICALLY FILED - 2025 Apr 24 4:16 PM - AIKEN - COMMON PLEAS - CASE#2022CP0201563

STATE OF SOUTH CAROLINA)
)
COUNTY OF AIKEN)

IN THE COURT OF COMMON PLEAS
FOR THE SECOND JUDICIAL CIRCUIT
CASE NO.: 2022-CP-02-01563

SP OF AUGUSTA, LLC,)
)
Plaintiff,)

**JOINT MOTION TO DISMISS FOR LACK
OF PROSECUTION OR, IN THE
ALTERNATIVE, FOR SUMMARY
JUDGMENT**

vs.)

MARILYN KILLE,)
)
Defendant.)

MARILYN KILLE,)
)
Third-Party Plaintiff,)

vs.)

BRADLEY PLUMBING AND)
HEATING, INC.; DURACLEAN)
SYSTEMS INCORPORATED OR)
NORTH AUGUSTA AND JOHN DOES)
1 THROUGH 10,)
)
Third-Party Defendants.)

Plaintiff and Counterclaim Defendant SP of Augusta, LLC and Third Party Defendants

Wall Templeton
ATTORNEYS

101 West, Suite 300 (29401)
Box 1200
Aiken, South Carolina 29402

CHARLESTON SC 294

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US POSTAGE IMMEDIATE DELIVERY PITNEY BOWES



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Marilyn M. Kille
219 Morris Rd.
Aiken, SC 29402

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RETURN TO SENDER
NO SUCH NUMBER
UNABLE TO FORWARD

NSN BC: 29402120000 *0696-07883-28-34

TRADITIONAL FILER:

Marilyn M. Kille
219 Morris Rd.
Aiken, SC 29805
mmkille@icloud.com
Marilyn Kille Pro Se

AUTHORIZED E-FILERS

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Columbia, South Carolina 29211
sdavies@mgclaw.com
Counsel for Bradley Plumbing and Heating, Inc.

Ronald G. Tate, Jr., Esq.
Gallivan White Boyd
One Liberty Square
55 Beattie Place, Suite 1200
Greenville, SC 29601
rtate@gwblawfirm.com
lnanney@gwblawfirm.com
Counsel for Duraclean Systems Incorporated of North Augusta

Dated this 24th of April, 2025.

WALL TEMPLETON & HALDRUP, P.A.

s/Morgan S. Templeton
Morgan S. Templeton (S.C. Bar No. 15456)
W. Richards Hundley (S.C. Bar No. 104165)
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Morgan.Templeton@WallTempleton.com
Richards.Hundley@WallTempleton.com
*Counsel for Plaintiff and Counterclaim Defendant
SP of Augusta, LLC*



Wall Templeton
ATTORNEYS

145 King Street, Suite 300 (29401)
Post Office Box 1200
Charleston, South Carolina 29402

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APR 24 2025

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Marilyn M. Kille
219 Morris Rd.
Aiken, SC 2

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RC: 29402120000 *0696-07883-28-34
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EXHIBIT B

STATE OF SOUTH CAROLINA)

COUNTY OF AIKEN)

SP OF AGUSTA, LLC,)

Plaintiff,)

vs.)

MARILYN KILLE,)

Defendant.)

) IN THE COURT OF COMMON PLEAS
) FOR THE SECOND JUDICIAL CIRCUIT

) CASE NO.: 2022-CP-02-01563

CERTIFICATE OF SERVICE

MARILYN KILLE,)

Third-Party Plaintiff,)

vs.)

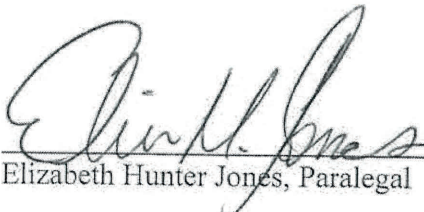
BRADLEY PLUMBING AND)
HEATING, INC.; DURACLEAN)
SYSTEMS INCORPORATED OR)
NORTH AUGUSTA AND JOHN DOES)
1 THROUGH 10,)

Third-Party Defendants.)

The undersigned hereby certifies that a copy of the **Joint Motion to Dismiss for lack of Prosecution or, in the Alternative, for Summary Judgment** filed April 24, 2025 was served in this action via U.S. Certified Mail Receipt #7021 0350 0001 8771 2561 to the following:

Marilyn M. Kille
321 Morris Road
Aiken, SC 29805
Marilyn Kille Pro Se

[*Re-served due to original service copy returned undelivered, attached].


Elizabeth Hunter Jones, Paralegal

Dated: May 13, 2025
Charleston, South Carolina

ELECTRONICALLY FILED - 2025 Jul 02 4:04 PM - AIKEN - COMMON PLEAS - CASE#2022CP0201563
ELECTRONICALLY FILED - 2025 May 13 5:12 PM - AIKEN - COMMON PLEAS - CASE#2022CP0201563



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front, if space permits.

1. Article Addressed to:

Ms. Marilyn Kille
321 Morris Road
Aiken, SC 29805

2. Article Number (Transfer from service label)

9580 8402 7451 2055 6845 77

7021 0350 0001 6771 2561

PS Form 3811, July 2020 PSN 7530-02-000-9063

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Domestic Return Receipt



DND

Elizabeth Jones
Wall Templeton & Haldrup
P.O. Box 1200
Charleston, SC 29401



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FIRST-CLASS

EXHIBIT C

Elizabeth Jones

To: mmkille@icloud.com
Cc: Richards Hundley; rtate@gwblawfirm.com; fsteele@gwblawfirm.com; sdavies@mgclaw.com; CWells@mgclaw.com; skye.kinder@mgclaw.com; stephany.stephenson@mgclaw.com; tina.beard@mgclaw.com; Keely.McCoy@mgclaw.com; ccosper@hullbarrett.com; bhudson@hullbarrett.com
Subject: SP of Augusta, LLC v. Kille - Affidavit of Service
Attachments: Defendants Joint MTD..pdf; Affidavit of Service of Joint MTD.7.2.25.pdf

Good Afternoon: Attached for service, please find a copy of Defendants' Joint Motion to Dismiss and Affidavit of Service of same in the above matter. Multiple attempts of service of the attached were unsuccessful and is now being attempted via electronic transmission. Thank you.

Elizabeth Hunter Jones
Paralegal
Elizabeth.Jones@WallTempleton.com

Telephone: (843) 329-9500
Facsimile: (843) 329-9501



Wall Templeton & Haldrup, P.A.
145 King Street, Suite 300 (29401)
Post Office Box 1200
Charleston, South Carolina 29402
www.WallTempleton.com

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ELECTRONICALLY FILED - 2025 Jul 02 4:04 PM - AIKEN - COMMON PLEAS - CASE#2022CP0201563

STATE OF SOUTH CAROLINA
COUNTY OF AIKEN

SP OF AGUSTA, LLC,
Plaintiff,

vs.

MARILYN KILLE,
Defendant.

) IN THE COURT OF COMMON PLEAS
) FOR THE SECOND JUDICIAL CIRCUIT
) CASE NO.: 2022-CP-02-01563

CERTIFICATE OF SERVICE

MARILYN KILLE,
Third-Party Plaintiff,

vs.

BRADLEY PLUMBING AND HEATING,
INC.; DURACLEAN SYSTEMS
INCORPORATED OR NORTH AUGUSTA
AND JOHN DOES 1 THROUGH 10,
Third-Party Defendants.

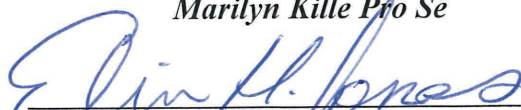
The undersigned hereby certifies that the **Affidavit of Service** was served in this action via this Court's E-Filing system upon the following:

Christopher A. Cospers, Esq.
Brooks K. Hudson, Esq.
Hull Barrett, PC
P.O. Box 1564
Augusta, GA 30903-1564
ccosper@hullbarrett.com
bhudson@hullbarrett.com
Counsel for SP of Augusta, LLC

Ronald G. Tate, Jr., Esq.
Gallivan White Boyd
55 Beattie Place, Suite 1200
Greenville, SC 29601
rtate@gwblawfirm.com
lnanney@gwblawfirm.com
**Counsel for Duraclean Systems Incorporated of
North Augusta**

Sterling G. Davies, Esq.
McAngus Goudelock Courie
Post Office Box 12519
Columbia, South Carolina 29211
sdavies@mgclaw.com
**Counsel for Bradley Plumbing and Heating,
Inc.**

TRADITIONAL FILER
Via Electronic Transmission & U.S. Regular Mail:
Marilyn M. Kille
321 Morris Rd.
Aiken, SC 29805
mmkille@icloud.com
Marilyn Kille Pro Se


Elizabeth Hunter Jones, Paralegal

Dated: July 2, 2025
Charleston, South Carolina

STATE OF SOUTH CAROLINA)
COUNTY OF AIKEN)
SP OF AGUSTA, LLC,)
Plaintiff,)
vs.)
MARILYN KILLE,)
Defendant.)

IN THE COURT OF COMMON PLEAS
FOR THE SECOND JUDICIAL CIRCUIT
CASE NO.: 2022-CP-02-01563

CERTIFICATE OF SERVICE

MARILYN KILLE,)
Third-Party Plaintiff,)
vs.)
BRADLEY PLUMBING AND)
HEATING, INC.; DURACLEAN)
SYSTEMS INCORPORATED OR)
NORTH AUGUSTA AND JOHN DOES)
1 THROUGH 10,)
Third-Party Defendants.)

The undersigned hereby certifies that a copy of the **Order Granting Joint Motion to Dismiss for lack of Prosecution or, in the Alternative, for Summary Judgment** filed July 18, 2025 was served in this action upon the following via:


TRADITIONAL FILER
Via Electronic Transmission & U.S. Regular Mail:
Marilyn M. Kille
321 Morris Rd.
Aiken, SC 29805
mmkille@icloud.com
Marilyn Kille Pro Se

Via Electronic Transmission:
Christopher A. Cosper, Esq.
Brooks K. Hudson, Esq.
Hull Barrett, PC
P.O. Box 1564
Augusta, GA 30903-1564
ccosper@hullbarrett.com
bhudson@hullbarrett.com
Counsel for SP of Augusta, LLC

Ronald G. Tate, Jr., Esq.
Gallivan White Boyd
55 Beattie Place, Suite 1200
Greenville, SC 29601
rtate@gwblawfirm.com
lnanney@gwblawfirm.com
Counsel for Duraclean Systems Incorporated of North Augusta

Sterling G. Davies, Esq.
McAngus Goudelock Courie
Post Office Box 12519
Columbia, South Carolina 29211
sdavies@mgclaw.com

Counsel for Bradley Plumbing and Heating, Inc.



Elizabeth Hunter Jones, Paralegal

Dated: July 29, 2025
Charleston, South Carolina

321 Morris Rd.
Aiken, SC 29805
5 June 2024

Robert J. Harte
Clerk of Court
P. O. Box 583
Aiken, SC 29802-0583

Re: SP of Augusta, LLC vs. Marilyn Kille vs. Bradley Plumbing and Heating, Inc., Duraclean Systems Incorporated of North Augusta, and John Doe 1 through 10, Civil Action No.: 2022-CP-02-01563

Dear Mr. Harte,

My writing as a plaintiff and lay party (non-lawyer) arises from the following. Herewith, I'm asking the Court to acknowledge and, if able, to consider that I am extremely ill, 77 yo, and without a lawyer as this matter proceeds.

On 30 April 2024 you confirmed a "Consent Order Granting" for my now former attorney, James L. Floyd, III ("Lee"), Esq. "Motion to Withdraw" as "Counsel For Defendant and Third-Part Plaintiff". This action arose by mutual agreement between myself and Attorney Floyd after, over many months, it became apparent that Att. Floyd, in hindsight and from the outset revealed himself to be (a) wholly unqualified and (b) unwilling to represent me in multiple areas of the law required for a cogent response.

However, via email on 23 May 2024 Att. Floyd confirmed that "The defendants confirmed they will consent to the 40(j)"; that his "office will circulate a proposed Consent Order". However, thereafter I heard nothing further; and Att. Floyd terminated dialogue claiming that he couldn't intervene arising from his no longer representing me.

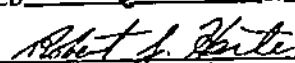

Thereafter, on 29 May Att. Sterling Davies of MGC Law acknowledged via email that "all parties have consented to the 40(j)". However, also on 29 May 2024 a second email from Att. Davies acknowledged that defendant's attorney, Jordan Bell, responded "his client has not consented to the 40(j) dismissal". A huge problem for me.

IN SUMMARY, I am without legal Counsel at this time and extremely ill. The latter is the proven consequence of negligent actions by all defendants arising from exposure and re-exposure to multiple, highly harmful and life-threatening toxins beginning 24 August 2021. At present I am being treated by multiple critical care experts with specialized training in integrative medicine at George Washington University School of Medicine (DC). GW is reputed to be among only eight institutions having the experience to diagnose and treat the multiple illnesses that ensued from defendants' negligence. Between Sept. 2021 and Jan. 2024, multiple institutions (Augusta Univ. Med., Emory, Mayo Clinic (MN), and Cleveland Clinic (OH), others) failed in their attempts to save my life. With this in mind I've attached a 9 Sept. 2023 letter by my PCP at Augusta Univ. written to assist my transfer to and for critical care at Cleveland Clinic.

When asked, Att. Floyd did not refer me to substitute counsel and is not assisting me in any way to locate such. In the meantime, defendants have substituted their original local practitioners for multiple major law firms. To date I've interviewed with dozens of law firms but, as yet, haven't obtained a commitment arising from complexities.

Respectfully,

Marilyn M. Kille

FILED 6-6 20 24

C.C.P. & G.S.

Deputy Clerk



**AUGUSTA
UNIVERSITY**

September 13, 2023

**MARILYN KILLE
321 MORRIS RD
AIKEN, SC 29805**

To whom it may concern

Ms Kille is a long term patient of mine who given her past medical history and frailty may need the use of a wheelchair and additional assistance due to her state of health. She will be traveling with several prescriptions, including Codeine which are needed for her chronic conditions. She will be departing September 20th 2023 to the Cleveland clinic for medical evaluation and returning September 27. Please provide any assistance necessary to help her as best as possible to her destinations.

Thanks for your time and assistance with this matter.

Shirley Sharp, DO

FAMILY MEDICINE CENTER

Mailing Address:
1120 15th Street, BP 1105
Augusta, Georgia 30912

T (706) 721-4588

F (706) 721-7264

augustahealth.org

321 Morris Rd.
Aiken, SC 299805
15 July 20224

Robert J. Harte
Clerk of Courts
P. O. Box 583
Aiken, SC 29802-0583

Re: Civil Action No: 2022-CP-02-01563

Dear Mr. Harte,

Referring to the accompanying document stamped 6 June 2024, I remain without substitute counsel, though not for want of trying.

Further, as referenced therein, my former attorney, James L. Floyd, III, had assured me in writing in April that the three defendants had agreed to a "401". However, only after Att. Floyd withdrew as counsel of record was I informed that defendants reneged.

Since mid-April, I have communicated with 41 law firms, none of which was willing or qualified to assist me with this matter.

Specifically, the firms (3) initially recommended by the South Carolina State Bar Association "Lawyer Referral Service" [acct. #536885] were mostly sole practitioners; and wholly lacking in the experiences and multiple legal disciplines believed required. On 3 July, the service acknowledged NOT being qualified to assist me whatsoever.

Otherwise, the majority of firms responded as:

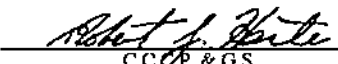
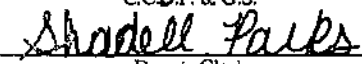
- Not interested in assuming another attorney's case;
- Not having the combination of legal experience required; and not willing to partner w/others
- Unqualified; this whereas the legal profession categorizes "mold-related" cases as "Personal Injury"; cases limited to vehicle accidents, slip-and-fall and related matters..

Further, I continue life-saving treatments by specialists at George Washington University School of Medicine (DC) for health conditions that stem directly from the negligence of the three defendants. Included among my 13 symptoms, since my 5 June 2024 letter to you, GW has determined that related toxins have caused the four lobes of my brain to have atrophied.

Needless to say, I'm frightened; remain homeless since 11/01/2021; and would welcome any recommendations that may lead me to qualified legal help.

Respectfully,


Marilyn M. Kille

FILED 7-14 20 24

C.C.P. & G.S.

Deputy Clerk

321 Morris Rd.
Aiken, SC 229805
22 August 2024

Robert J. Harte
Clerk of Courts
P.O. Box 583
Aiken, SC 29802-0583

Re: Civil Action No: 2022-CP-02-01563

Dear Mr. Harte,

FILED 8-23 20 24
Robert J. Harte
C.C.P. & G.S.
Shadell Parks
Deputy Clerk

Herewith I am acknowledging that I have communicated with 104 lawyers/law firms since April 2024 when my former attorney withdrew. I have even sought help from Attorney Emma Dean in her capacity as Executive Director of the SC Bar Assoc. to not avail.

Tomorrow marks the expiration of the 3-year Statute of Limitations as pertains to my case. Lawyers for the three defendants continue to proceed with Court filings.

My health continues to fail, the direct consequence of harm caused by defendants. I'm exhausted, bedridden, and can do no more but chose to alert the Court as to why.

Marilyn Kille



Jeffrey Kuykendal

From: Skye Kinder
Sent: Tuesday, November 5, 2024 8:22 AM
To: 'MMKille'
Cc: Sterling Davies; Keely McCoy; Connie Wells; Stephany Stephenson
Subject: RE: Reply: Mediation - SP of Augusta, LLC vs. Marilyn Kille vs. Bradley Plumbing and Heating, Inc., Duraclean Systems Incorporated of North Augusta, and John Does 1 through 10 20493.22209

Good Morning,

Unfortunately, in order to get on the books for mediation, dates have to be requested well in advance. If all the attorneys are agreeable, we can conduct mediation via Zoom instead of in person.

If you are agreeable with that, can you please send **All** available dates in January and February? Once I receive your availability, I will be able to coordinate with the mediators, attorneys, and our adjuster to set a mediation date for you all.

Thanks,

Skye

From: MMKille <mmkille@icloud.com>
Sent: Thursday, October 31, 2024 1:13 PM
To: Skye Kinder <Skye.Kinder@mgclaw.com>
Subject: Reply: Mediation - SP of Augusta, LLC vs. Marilyn Kille vs. Bradley Plumbing and Heating, Inc., Duraclean Systems Incorporated of North Augusta, and John Does 1 through 10 20493.22209

Ms. Kinder,

I'm acknowledging your recent email requesting that I confirm a date or dates for mediation in January or February.

For the record, I have no intention of disregarding such or to prolong related legal matters unnecessarily. However, whereas I have been and remain extremely ill arising from related matters, it's impossible for me to reliably commit to anything in the future other than to my ongoing medical care.

Frankly, I'm at a loss to know how to proceed.

Regards,

Marilyn Kille
mmkille@icloud.com
c: 919.621.1234

On Oct 29, 2024, at 12:14 PM, Skye Kinder <Skye.Kinder@mgclaw.com> wrote:

Good Afternoon,

I do not believe I ever received a response regarding your availability for mediation in Nov/Dec. The mediator is now booked for the rest of the year. Can you please provide a timely response of any dates you are **Unavailable** the month of January and February? I will be reaching out to the mediator and all other attorneys for their availability as well. We do need to get this on the books as soon as possible.

Thanks,

Skye

<1.png>

Skye Kinder, Scheduling Assistant
skye.kinder@mgclaw.com
1320 Main St, 10th Floor, Columbia, SC 29201
Mail: PO Box 12519, Columbia, SC 29211-2519
Main: 803-779-2300 | **Direct:** 803-233-3854 | **Fax:** 803-748-0526

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<0.png>

From: Skye Kinder
Sent: Friday, October 11, 2024 9:57 AM
To: 'MM Kille' <mmkille@icloud.com>
Cc: Keely McCoy <Keely.McCoy@mgclaw.com>; Sterling Davies <sdavies@mgclaw.com>; Connie Wells <CWells@mgclaw.com>; Stephany Stephenson <stephany.stephenson@mgclaw.com>
Subject: Mediation - SP of Augusta, LLC vs. Marilyn Kille vs. Bradley Plumbing and Heating, Inc., Duraclean Systems Incorporated of North Augusta, and John Does 1 through 10 20493.22209

Good Morning,

I am working on collecting availability to schedule mediation in the above matter. Can you please let me know **All dates** below you are available?

11/11, 11/18, 11/20, 11/26, 12/16, and 12/17

We will be able to discuss potential mediators once I have dates to see who is still available this year. I have added the team in case you have any questions.

Thanks,

Skye

From: Jordan Bell <jbell@hallboothsmith.com>

Sent: Wednesday, December 4, 2024 2:22 PM

To: clerkofcourt@aikencountysc.gov

Cc: Keely McCoy <Keely.McCoy@mgclaw.com>; Sterling Davies <sdavies@mgclaw.com>; Skye Kinder <Skye.Kinder@mgclaw.com>; 'Sarah Schrodetzki' <Sarah.Schrodetzki@walltempleton.com>; 'Richards Hundley' <Richards.Hundley@walltempleton.com>; 'morgan.templeton@walltempleton.com' <morgan.templeton@walltempleton.com>; 'Ruthie Parish' <rparish@floydlawsc.com>; 'Felicia Steele' <fsteele@gwblawfirm.com>; 'Kristi Johnson' <kjohnson@gwblawfirm.com>; 'Ron Tate' <Rtate@gwblawfirm.com>; Marilyn Kille (Home) <mmkille@icloud.com>

Subject: Kille v. SP of Augusta, LLC, et. Al.- 2022CP0201563 [HBS-DMS.FID2142703]

Good afternoon,

I'd like to request that the matter of Kille v. SP of Augusta, LLC be placed on the court's next status conference hearing date. We've been trying to schedule a mediation in this matter, but have been unable to find a time that works for all parties.

Please let me know if you need any other information in this matter.

Thanks,

Jordan

Jordan Bell

Attorney at Law | Hall Booth Smith, P.C.

O: 706.494.2690

1450 Greene Street, Suite 220

D: 706.494.2692

Augusta, GA 30901

hallboothsmith.com



ALABAMA | ARKANSAS | COLORADO | FLORIDA | GEORGIA
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Jeffrey Kuykendal

From: Pope, Courtney Clyburn Law Clerk (Rachel Ware) <cpopelc@sccourts.org>
Sent: Wednesday, January 15, 2025 1:17 PM
To: Richards.Hundley@WallTempleton.com
Cc: Keely McCoy; Sterling Davies; Skye Kinder; Sarah Schrodetzki; Morgan S. Templeton; 'Ruthie Parish'; 'Felicia Steele'; 'Kristi Johnson'; 'Ron Tate'; Marilyn Kille (Home; jbell@hallboothsmith.com
Subject: Kille v. SP of Augusta, LLC, et. Al.- 2022CP0201563 [HBS-DMS.FID2142703]

Good afternoon all,

It is my understanding that the parties are requesting a status conference for this matter. Please advise on what the parties need with regard to this case. If I inadvertently left anyone off the email chain, please add them. Thank you!

Best,

Rachel Ware, Esquire

Law Clerk

The Honorable Courtney Clyburn Pope

South Carolina 2nd Judicial Circuit

109 Park Avenue SE

Aiken, SC 29802

cpopelc@sccourts.org

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## Jeffrey Kuykendal

---

**From:** Sterling Davies  
**Sent:** Friday, January 17, 2025 10:45 AM  
**To:** Pope, Courtney Clyburn Law Clerk (Rachel Ware);  
Richards.Hundley@WallTempleton.com  
**Cc:** Keely McCoy; Skye Kinder; Sarah Schrodetzki; Morgan S. Templeton; 'Ruthie Parish';  
'Felicia Steele'; 'Kristi Johnson'; 'Ron Tate'; Sterling Davies; Marilyn Kille (Home;  
jbell@hallboothsmith.com  
**Subject:** RE: Kille v. SP of Augusta, LLC, et. Al.- 2022CP0201563 [HBS-DMS.FID2142703]

Ms. Ware,

My apologies for the delayed response but I've been out of the office. I also apologize if someone else already responded and I just missed it. The short answer to your question (as I see it) is that the Defendants need some help getting mediation set and getting a discovery schedule in place that allows us time to prepare for trial and properly defend our clients.

As I understand it, Ms. Kille is currently unrepresented; although I also understand she is discussing the case with potential new counsel. Additionally, while Ms. Kille has confirmed to us that she does not want to prolong related legal matters, she also indicated that she is extremely ill and that makes it "impossible for [her] to reliably commit to anything in the future other than [her] ongoing medical care." We certainly don't want to hinder Ms. Kille's medical treatment, but the other parties do think a status conference could help us all best protect our clients and allow for Ms. Kille to continue her treatment.

If Ms. Kille does hire a new attorney, we can work with that lawyer to try to establish a new scheduling order and get a mediation set. Perhaps that meeting could lead to a proposed Amended Scheduling Order? If Ms. Kille does not hire a new lawyer, then we will definitely need the status conference.

I welcome others on this email string to correct and/or supplement my response.

Thank you for your time and attention to this request.

Respectfully, Sterling Davies.

---

**From:** Pope, Courtney Clyburn Law Clerk (Rachel Ware) <cpopelc@sccourts.org>  
**Sent:** Wednesday, January 15, 2025 1:17 PM  
**To:** Richards.Hundley@WallTempleton.com  
**Cc:** Keely McCoy <Keely.McCoy@mgclaw.com>; Sterling Davies <sdavies@mgclaw.com>; Skye Kinder <Skye.Kinder@mgclaw.com>; Sarah Schrodetzki <Sarah.Schrodetzki@WallTempleton.com>; Morgan S. Templeton <Morgan.Templeton@WallTempleton.com>; 'Ruthie Parish' <rparish@floydlawsc.com>; 'Felicia Steele' <fsteele@gwblawfirm.com>; 'Kristi Johnson' <kjohnson@gwblawfirm.com>; 'Ron Tate' <Rtate@gwblawfirm.com>; Marilyn Kille (Home <mmkille@icloud.com>; jbell@hallboothsmith.com  
**Subject:** Kille v. SP of Augusta, LLC, et. Al.- 2022CP0201563 [HBS-DMS.FID2142703]

Good afternoon all,

It is my understanding that the parties are requesting a status conference for this matter. Please advise on what the parties need with regard to this case. If I inadvertently left anyone off the email chain, please add them. Thank you!

Best,

**Rachel Ware, Esquire**

Law Clerk

The Honorable Courtney Clyburn Pope

South Carolina 2nd Judicial Circuit

109 Park Avenue SE

Aiken, SC 29802

[cpopelc@sccourts.org](mailto:cpopelc@sccourts.org)

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Jeffrey Kuykendal

From: Sterling Davies
Sent: Wednesday, February 5, 2025 11:16 AM
To: Pope, Courtney Clyburn Law Clerk (Rachel Ware);
Richards.Hundley@WallTempleton.com
Cc: Keely McCoy; Skye Kinder; Sarah Schrodetzki; Morgan S. Templeton; 'Ruthie Parish';
'Felicia Steele'; 'Kristi Johnson'; 'Ron Tate'; Marilyn Kille (Home);
jbell@hallboothsmith.com; Sterling Davies
Subject: RE: Kille v. SP of Augusta, LLC, et. Al.- 2022CP0201563 [HBS-DMS.FID2142703]

Ms. Ware,

Per your direction, I had a long talk with Ms. Kille. She was under the impression that she had hired an attorney, but that lawyer is the same one who told me he will not represent her. She is reaching out to that attorney again.

She was not in a position to set a mediation. Per Ms. Kille, her health condition has worsened.

Based on this discussion, I would re-iterate the Defendants' request that we have a status conference in this case to get some direction on moving forward.

Thank you, Sterling.

From: Sterling Davies <sdavies@mgclaw.com>
Sent: Wednesday, February 5, 2025 9:26 AM
To: Pope, Courtney Clyburn Law Clerk (Rachel Ware) <cpopelc@sccourts.org>; Richards.Hundley@WallTempleton.com
Cc: Keely McCoy <Keely.McCoy@mgclaw.com>; Skye Kinder <Skye.Kinder@mgclaw.com>; Sarah Schrodetzki <Sarah.Schrodetzki@WallTempleton.com>; Morgan S. Templeton <Morgan.Templeton@WallTempleton.com>; 'Ruthie Parish' <rparish@floydlawsc.com>; 'Felicia Steele' <fsteele@gwblawfirm.com>; 'Kristi Johnson' <kjohnson@gwblawfirm.com>; 'Ron Tate' <Rtate@gwblawfirm.com>; Marilyn Kille (Home <mmkille@icloud.com>; jbell@hallboothsmith.com; Sterling Davies <sdavies@mgclaw.com>
Subject: RE: Kille v. SP of Augusta, LLC, et. Al.- 2022CP0201563 [HBS-DMS.FID2142703]

Thank you Ms. Ware.

I was aware of one lawyer who was considering taking on the representation of Ms. Kille, but he informed me this week that he will not be representing her. I'm happy to reach out to Ms. Kille and also note that she is copied on this email and I invite her to call my direct line at her convenience (803-479-2306).

Thank you for your assistance, Sterling.

From: Pope, Courtney Clyburn Law Clerk (Rachel Ware) <cpopelc@sccourts.org>
Sent: Wednesday, February 5, 2025 9:09 AM
To: Sterling Davies <sdavies@mgclaw.com>; Richards.Hundley@WallTempleton.com
Cc: Keely McCoy <Keely.McCoy@mgclaw.com>; Skye Kinder <Skye.Kinder@mgclaw.com>; Sarah Schrodetzki <Sarah.Schrodetzki@WallTempleton.com>; Morgan S. Templeton <Morgan.Templeton@WallTempleton.com>; 'Ruthie Parish' <rparish@floydlawsc.com>; 'Felicia Steele' <fsteele@gwblawfirm.com>; 'Kristi Johnson' <kjohnson@gwblawfirm.com>; 'Ron Tate' <Rtate@gwblawfirm.com>; Marilyn Kille (Home <mmkille@icloud.com>; jbell@hallboothsmith.com
Subject: RE: Kille v. SP of Augusta, LLC, et. Al.- 2022CP0201563 [HBS-DMS.FID2142703]

Good morning all,

Ms. Kille doesn't appear to be represented per the public index. She's indicated that she may have hired new counsel per a separate email. Please confer with Ms. Kille regarding new counsel to see if a mediation date can be set amongst the parties with her new lawyer.

Best,

Rachel Ware, Esquire

Law Clerk

The Honorable Courtney Clyburn Pope

South Carolina 2nd Judicial Circuit

109 Park Avenue SE

Aiken, SC 29802

cpopelc@sccourts.org

From: Sterling Davies <sdavies@mgclaw.com>

Sent: Friday, January 17, 2025 10:45 AM

To: Pope, Courtney Clyburn Law Clerk (Rachel Ware) <cpopelc@sccourts.org>; Richards.Hundley@WallTempleton.com

Cc: Keely McCoy <Keely.McCoy@mgclaw.com>; Skye Kinder <Skye.Kinder@mgclaw.com>; Sarah Schrodetzki <Sarah.Schrodetzki@WallTempleton.com>; Morgan S. Templeton <Morgan.Templeton@WallTempleton.com>; 'Ruthie Parish' <rparish@floydlawsc.com>; 'Felicia Steele' <fsteele@gwblawfirm.com>; 'Kristi Johnson' <kjohnson@gwblawfirm.com>; 'Ron Tate' <Rtate@gwblawfirm.com>; Sterling Davies <sdavies@mgclaw.com>; Marilyn Kille (Home <mmkille@icloud.com>; jbelle@hallboothsmith.com

Subject: RE: Kille v. SP of Augusta, LLC, et. Al.- 2022CP0201563 [HBS-DMS.FID2142703]

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Ms. Ware,

My apologies for the delayed response but I've been out of the office. I also apologize if someone else already responded and I just missed it. The short answer to your question (as I see it) is that the Defendants need some help getting mediation set and getting a discovery schedule in place that allows us time to prepare for trial and properly defend our clients.

As I understand it, Ms. Kille is currently unrepresented; although I also understand she is discussing the case with potential new counsel. Additionally, while Ms. Kille has confirmed to us that she does not want to prolong related legal matters, she also indicated that she is extremely ill and that makes it "impossible for [her] to reliably commit to anything in the future other than [her] ongoing medical care." We certainly don't want to hinder Ms. Kille's medical treatment, but the other parties do think a status conference could help us all best protect our clients and allow for Ms. Kille to continue her treatment.

If Ms. Kille does hire a new attorney, we can work with that lawyer to try to establish a new scheduling order and get a mediation set. Perhaps that meeting could lead to a proposed Amended Scheduling Order? If Ms. Kille does not hire a new lawyer, then we will definitely need the status conference.

I welcome others on this email string to correct and/or supplement my response.

Thank you for your time and attention to this request.

Respectfully, Sterling Davies.



Sterling Davies, Attorney

sdavies@mgclaw.com

1320 Main Street, 10th Floor, Columbia, SC 29201

Mail: PO Box 12519, Columbia, SC 29211-2519

Main: 803-779-2300 | Direct: 803-227-2235 | Fax: 803-748-0526

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Sent: Wednesday, January 15, 2025 1:17 PM

To: Richards.Hundley@WallTempleton.com

Cc: Keely McCoy <Keely.McCoy@mgclaw.com>; Sterling Davies <sdavies@mgclaw.com>; Skye Kinder <Skye.Kinder@mgclaw.com>; Sarah Schrodetzki <Sarah.Schrodetzki@WallTempleton.com>; Morgan S. Templeton <Morgan.Templeton@WallTempleton.com>; 'Ruthie Parish' <rparish@floydlawsc.com>; 'Felicia Steele' <fsteele@gwblawfirm.com>; 'Kristi Johnson' <kjohnson@gwblawfirm.com>; 'Ron Tate' <Rtate@gwblawfirm.com>; Marilyn Kille (Home <mmkille@icloud.com>; jbelle@hallboothsmith.com)

Subject: Kille v. SP of Augusta, LLC, et. Al.- 2022CP0201563 [HBS-DMS.FID2142703]

Good afternoon all,

It is my understanding that the parties are requesting a status conference for this matter. Please advise on what the parties need with regard to this case. If I inadvertently left anyone off the email chain, please add them. Thank you!

Best,

Rachel Ware, Esquire

Law Clerk

The Honorable Courtney Clyburn Pope

South Carolina 2nd Judicial Circuit

109 Park Avenue SE

Aiken, SC 29802

cpopelc@sccourts.org

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## Jeffrey Kuykendal

---

**From:** Pope, Courtney Clyburn Law Clerk (Rachel Ware) <cpopelc@sccourts.org>  
**Sent:** Thursday, February 6, 2025 3:42 PM  
**To:** Sterling Davies; Richards.Hundley@WallTempleton.com  
**Cc:** Keely McCoy; Skye Kinder; Sarah Schrodetzki; Morgan S. Templeton; 'Ruthie Parish'; 'Felicia Steele'; 'Kristi Johnson'; 'Ron Tate'; Marilyn Kille (Home); jbell@hallboothsmith.com  
**Subject:** RE: Kille v. SP of Augusta, LLC, et. Al.- 2022CP0201563 [HBS-DMS.FID2142703]

All,

Mr. Eddy has confirmed to me that he does not represent Ms. Kille for this matter. Ms. Kille, do you plan to hire another attorney or will you be representing yourself? Judge is available for a status conference the week of the 24th. However, I want to make sure Ms. Kille is able to hire new counsel if she wants so that there is no more confusion and so the schedule Judge sets doesn't need to be changed once she hires new counsel.

Best,

**Rachel Ware, Esquire**

Law Clerk

The Honorable Courtney Clyburn Pope

South Carolina 2nd Judicial Circuit

109 Park Avenue SE

Aiken, SC 29802

[cpopelc@sccourts.org](mailto:cpopelc@sccourts.org)

---

**From:** Sterling Davies <sdavies@mgclaw.com>  
**Sent:** Thursday, February 6, 2025 9:03 AM  
**To:** Pope, Courtney Clyburn Law Clerk (Rachel Ware) <cpopelc@sccourts.org>; Richards.Hundley@WallTempleton.com  
**Cc:** Keely McCoy <Keely.McCoy@mgclaw.com>; Skye Kinder <Skye.Kinder@mgclaw.com>; Sarah Schrodetzki <Sarah.Schrodetzki@WallTempleton.com>; Morgan S. Templeton <Morgan.Templeton@WallTempleton.com>; Sterling Davies <sdavies@mgclaw.com>; 'Ruthie Parish' <rparish@floydlawsc.com>; 'Felicia Steele' <fsteele@gwblawfirm.com>; 'Kristi Johnson' <kjohnson@gwblawfirm.com>; 'Ron Tate' <Rtate@gwblawfirm.com>; Marilyn Kille (Home) <mmkille@icloud.com>; jbell@hallboothsmith.com  
**Subject:** RE: Kille v. SP of Augusta, LLC, et. Al.- 2022CP0201563 [HBS-DMS.FID2142703]

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Yes please on the status conference and SO.

Unfortunately, I can't speak to Ms. Kille's search for a new attorney. She is copied on these emails if she wants to reply.

Thank you for all your time and attention to this case.

Sincerely, Sterling.



**Sterling Davies, Attorney**

[sdavies@mgclaw.com](mailto:sdavies@mgclaw.com)

1320 Main Street, 10th Floor, Columbia, SC 29201

Mail: PO Box 12519, Columbia, SC 29211-2519

**Main:** 803-779-2300 | **Direct:** 803-227-2235 | **Fax:** 803-748-0526

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**From:** Pope, Courtney Clyburn Law Clerk (Rachel Ware) <[cpopelc@sccourts.org](mailto:cpopelc@sccourts.org)>

**Sent:** Wednesday, February 5, 2025 1:15 PM

**To:** Sterling Davies <[sdavies@mgclaw.com](mailto:sdavies@mgclaw.com)>; [Richards.Hundley@WallTempleton.com](mailto:Richards.Hundley@WallTempleton.com)

**Cc:** Keely McCoy <[Keely.McCoy@mgclaw.com](mailto:Keely.McCoy@mgclaw.com)>; Skye Kinder <[Skye.Kinder@mgclaw.com](mailto:Skye.Kinder@mgclaw.com)>; Sarah Schrodetzki <[Sarah.Schrodetzki@WallTempleton.com](mailto:Sarah.Schrodetzki@WallTempleton.com)>; Morgan S. Templeton <[Morgan.Templeton@WallTempleton.com](mailto:Morgan.Templeton@WallTempleton.com)>; 'Ruthie Parish' <[rparish@floydlawsc.com](mailto:rparish@floydlawsc.com)>; 'Felicia Steele' <[fsteele@gwblawfirm.com](mailto:fsteele@gwblawfirm.com)>; 'Kristi Johnson' <[kjohnson@gwblawfirm.com](mailto:kjohnson@gwblawfirm.com)>; 'Ron Tate' <[Rtate@gwblawfirm.com](mailto:Rtate@gwblawfirm.com)>; Marilyn Kille (Home <[mmkille@icloud.com](mailto:mmkille@icloud.com)>; [jbelle@hallboothsmith.com](mailto:jbelle@hallboothsmith.com))

**Subject:** RE: Kille v. SP of Augusta, LLC, et. Al.- 2022CP0201563 [HBS-DMS.FID2142703]

For clarification,

You need the conference to set mediation and get a scheduling order? Does she have plans to hire an attorney anytime soon to assist in scheduling?

Best,

**Rachel Ware, Esquire**

Law Clerk

The Honorable Courtney Clyburn Pope

South Carolina 2nd Judicial Circuit

109 Park Avenue SE

Aiken, SC 29802

[cpopelc@sccourts.org](mailto:cpopelc@sccourts.org)

---

**From:** Sterling Davies <[sdavies@mgclaw.com](mailto:sdavies@mgclaw.com)>

**Sent:** Wednesday, February 5, 2025 11:16 AM

**To:** Pope, Courtney Clyburn Law Clerk (Rachel Ware) <[cpopelc@sccourts.org](mailto:cpopelc@sccourts.org)>; [Richards.Hundley@WallTempleton.com](mailto:Richards.Hundley@WallTempleton.com)

**Cc:** Keely McCoy <[Keely.McCoy@mgclaw.com](mailto:Keely.McCoy@mgclaw.com)>; Skye Kinder <[Skye.Kinder@mgclaw.com](mailto:Skye.Kinder@mgclaw.com)>; Sarah Schrodetzki

<[Sarah.Schrodetzki@WallTempleton.com](mailto:Sarah.Schrodetzki@WallTempleton.com)>; Morgan S. Templeton <[Morgan.Templeton@WallTempleton.com](mailto:Morgan.Templeton@WallTempleton.com)>; 'Ruthie Parish' <[rparish@floydlawsc.com](mailto:rparish@floydlawsc.com)>; 'Felicia Steele' <[fsteele@gwblawfirm.com](mailto:fsteele@gwblawfirm.com)>; 'Kristi Johnson' <[kjohnson@gwblawfirm.com](mailto:kjohnson@gwblawfirm.com)>; 'Ron Tate' <[Rtate@gwblawfirm.com](mailto:Rtate@gwblawfirm.com)>; Marilyn Kille (Home <[mmkille@icloud.com](mailto:mmkille@icloud.com)>; [jbelle@hallboothsmith.com](mailto:jbelle@hallboothsmith.com)); Sterling Davies <[sdavies@mgclaw.com](mailto:sdavies@mgclaw.com)>  
**Subject:** RE: Kille v. SP of Augusta, LLC, et. Al.- 2022CP0201563 [HBS-DMS.FID2142703]

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Ms. Ware,

Per your direction, I had a long talk with Ms. Kille. She was under the impression that she had hired an attorney, but that lawyer is the same one who told me he will not represent her. She is reaching out to that attorney again.

She was not in a position to set a mediation. Per Ms. Kille, her health condition has worsened.

Based on this discussion, I would re-iterate the Defendants' request that we have a status conference in this case to get some direction on moving forward.

Thank you, Sterling.



**Sterling Davies, Attorney**

[sdavies@mgclaw.com](mailto:sdavies@mgclaw.com)

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**Sent:** Wednesday, February 5, 2025 9:26 AM

**To:** Pope, Courtney Clyburn Law Clerk (Rachel Ware) <[cpopelc@sccourts.org](mailto:cpopelc@sccourts.org)>; [Richards.Hundley@WallTempleton.com](mailto:Richards.Hundley@WallTempleton.com)

**Cc:** Keely McCoy <[Keely.McCoy@mgclaw.com](mailto:Keely.McCoy@mgclaw.com)>; Skye Kinder <[Skye.Kinder@mgclaw.com](mailto:Skye.Kinder@mgclaw.com)>; Sarah Schrodetzki

<[Sarah.Schrodetzki@WallTempleton.com](mailto:Sarah.Schrodetzki@WallTempleton.com)>; Morgan S. Templeton <[Morgan.Templeton@WallTempleton.com](mailto:Morgan.Templeton@WallTempleton.com)>; 'Ruthie

Parish' <[rparish@floydlawsc.com](mailto:rparish@floydlawsc.com)>; 'Felicia Steele' <[fsteele@gwblawfirm.com](mailto:fsteele@gwblawfirm.com)>; 'Kristi Johnson'

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[jbelle@hallboothsmith.com](mailto:jbelle@hallboothsmith.com)); Sterling Davies <[sdavies@mgclaw.com](mailto:sdavies@mgclaw.com)>

**Subject:** RE: Kille v. SP of Augusta, LLC, et. Al.- 2022CP0201563 [HBS-DMS.FID2142703]

Thank you Ms. Ware.

I was aware of one lawyer who was considering taking on the representation of Ms. Kille, but he informed me this week that he will not be representing her. I'm happy to reach out to Ms. Kille and also note that she is copied on this email and I invite her to call my direct line at her convenience (803-479-2306).

Thank you for your assistance, Sterling.

---

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**Subject:** RE: Kille v. SP of Augusta, LLC, et. Al.- 2022CP0201563 [HBS-DMS.FID2142703]

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If Ms. Kille does hire a new attorney, we can work with that lawyer to try to establish a new scheduling order and get a mediation set. Perhaps that meeting could lead to a proposed Amended Scheduling Order? If Ms. Kille does not hire a new lawyer, then we will definitely need the status conference.

I welcome others on this email string to correct and/or supplement my response.

Thank you for your time and attention to this request.

Respectfully, Sterling Davies.



**Sterling Davies, Attorney**

[sdavies@mgclaw.com](mailto:sdavies@mgclaw.com)

1320 Main Street, 10th Floor, Columbia, SC 29201

Mail: PO Box 12519, Columbia, SC 29211-2519

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**Cc:** Keely McCoy <[Keely.McCoy@mgclaw.com](mailto:Keely.McCoy@mgclaw.com)>; Sterling Davies <[sdavies@mgclaw.com](mailto:sdavies@mgclaw.com)>; Skye Kinder <[Skye.Kinder@mgclaw.com](mailto:Skye.Kinder@mgclaw.com)>; Sarah Schrodetzki <[Sarah.Schrodetzki@WallTempleton.com](mailto:Sarah.Schrodetzki@WallTempleton.com)>; Morgan S. Templeton <[Morgan.Templeton@WallTempleton.com](mailto:Morgan.Templeton@WallTempleton.com)>; 'Ruthie Parish' <[rparish@floydlawsc.com](mailto:rparish@floydlawsc.com)>; 'Felicia Steele' <[fsteele@gwblawfirm.com](mailto:fsteele@gwblawfirm.com)>; 'Kristi Johnson' <[kjohnson@gwblawfirm.com](mailto:kjohnson@gwblawfirm.com)>; 'Ron Tate' <[Rtate@gwblawfirm.com](mailto:Rtate@gwblawfirm.com)>; Marilyn Kille (Home <[mmkille@icloud.com](mailto:mmkille@icloud.com)>; [jbelle@hallboothsmith.com](mailto:jbelle@hallboothsmith.com))

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Best,

**Rachel Ware, Esquire**

Law Clerk

The Honorable Courtney Clyburn Pope

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Jeffrey Kuykendal

From: MMKille <mmkille@icloud.com>
Sent: Friday, February 28, 2025 3:07 PM
To: Sterling Davies
Subject: Fwd: 2/22/25 email to Court (Pope) Status update re Subject: Kille v. SP of Augusta, LLC, et. Al.- 2022CP0201563 [HBS-DMS.FID2142703] re lawyer malpractice complaint

Begin forwarded message:

From: MMKille <mmkille@icloud.com>
Date: February 25, 2025 at 1:26:33 PM EST
To: re Bradley et al re Info As <cpopelc@sccourts.org>
Subject: Status update re Subject: Kille v. SP of Augusta, LLC, et. Al.-

To the Honorable Courtney Clyburn Pope (Att. Ware),

I am very ill and facing death; and don't know how to respond to the Court. Further, I've contacted dozens of lawyers and have concluded that there exists an evident dearth of SC plaintiffs lawyers with either an interest in or experience litigating mold- or toxin-related issues.

IN SUMMARY, to date, relying upon the SCBar's LRS, Lawyers.com among other referral services plus legislators, even the former dean of Rice Law School, I've found no other lawyer to represent me in what is an indisputable, readily demonstrable case of irreparable premises damage and life-threatening, system-wide mold toxicity.

Recall how I contacted the Court (Att. Ware) on 2/04/25 when, after nearly three months, Att. Trevor Eddy (with whom I've a signed retainer agreement shared with the Court) failed to respond to my repeated efforts over two months seeking my case's status. At which point I discovered how Eddy had failed to acknowledge to the Court or defendants' counsel his representing me.

I am extremely ill! This, the irrefutable consequence of defendants' negligence which occurred on 8/24/21 and thereafter from which I have been near death multiple times since. Toxins have permanently eroded my brain's four lobes; permanently scarred my eyes; pervaded my bloodstream, in turn, infecting all my major organs at "up to 80 times life-threatening level" (per CDC) with confirmed exposure to 13 toxins. In addition, I've been homeless since Fall 2021 arising from defendants having damaged my then-new home which experts have concluded needs to be razed.

I simply don't know what to do next!

Respectfully,

Marilyn Kille

Aiken, SC 29805
mmkille@icloud.com
c: 919.621.1234

Jeffrey Kuykendal

From: Charla Plouffe <CPlouffe@aikencountysc.gov>
Sent: Friday, March 14, 2025 3:46 PM
To: Richards Hundley
Cc: Morgan S. Templeton; Tommy Boger; Elizabeth Jones; Sterling Davies; Keely McCoy; Skye Kinder; Felicia Steele; Kristi Johnson; Ron Tate; Marilyn Kille (Home); 'Jbell@HallBoothSmith.com'
Subject: RE: SP of Augusta v. Kille, et al. (2022CP0201563)

Good afternoon,

Judge Clyburn Pope will hold a status conference in this case on April 14th. I will make a note on the docket that this case shall remain on the roster for status conference purposes only and will not be called for trial during that week. Notice for the scheduling of this case for the April 14th roster has been sent to pro se Defendant to the address on file with the clerk's office.

Thank you,

Charla Plouffe
Court Administrator
Common Pleas/Jury
Aiken County Clerk of Court
PO Box 583
Aiken, SC 29802
p. 803.502.9000 x 4244
f. 803.642.1718

From: Richards Hundley <Richards.Hundley@WallTempleton.com>
Sent: Friday, March 14, 2025 12:07 PM
To: Charla Plouffe <CPlouffe@aikencountysc.gov>
Cc: Morgan S. Templeton <Morgan.Templeton@WallTempleton.com>; Tommy Boger <Tommy.Boger@WallTempleton.com>; Elizabeth Jones <Elizabeth.Jones@WallTempleton.com>; Sterling Davies <sdavies@mgclaw.com>; Keely McCoy <Keely.McCoy@mgclaw.com>; skye.kinder@mgclaw.com; Felicia Steele <fsteele@gwblawfirm.com>; Kristi Johnson <kjohnson@gwblawfirm.com>; Ron Tate <Rtate@gwblawfirm.com>; Marilyn Kille (Home) <mmkille@icloud.com>; 'Jbell@HallBoothSmith.com' <jbell@hallboothsmith.com>
Subject: SP of Augusta v. Kille, et al. (2022CP0201563)

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Good afternoon Charla,

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Defendant and third party Plaintiff Ms. Kille is proceeding pro se. Counsel for the third party defendant(s) attempted to schedule mediation with Ms. Kille but she declined to cooperate in scheduling mediation. We have requested a status conference from the clerk's office and the administrative judge to set mediation and enter into a new scheduling order that would reflect this delay in the case, but that status conference has yet to be scheduled.

Could this case be removed from the trial docket until a status conference is held and mediation can occur?

Thank you,

W. Richards Hundley
Attorney

Telephone: (843) 329-9500
Facsimile: (843) 329-9501



Wall Templeton & Haldrup, P.A.
145 King Street, Suite 300 (29401)
Post Office Box 1200
Charleston, South Carolina 29402
www.WallTempleton.com

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Jeffrey Kuykendal

From: MMKille <mmkille@icloud.com>
Sent: Tuesday, March 25, 2025 4:42 PM
To: Charla Plouffe
Cc: CPlouffe@aikencountysc.gov; cpopelc@sccourts.org; Mold - Bradley Etc Lawyer Contact; Connie Wells; Mold - Bradley Etc Lawyer Contact
Subject: Re: SP of Augusta v. Kille, et al. (2022CP0201563);

To: Judge Clyburn Pope (CPlouffe et alii)
All cited recipients (as above)
Fr: Marilyn M. Kille
Dt: 25 March 2025
Re: Status hearing scheduled 4/14/25

Your honor,

Herewith I wish to notify the Court that (a) I remain without legal representation, though not for want of trying; (b) and *have been near death multiple times* and *am facing death at this time* as a direct consequence of gross negligence by defendants Servpro and Bradley.

Of the dozens of SC law firms that I have contacted to date [to which I provided a detailed, bulleted chronology dating from Sept. 2021], of those who responded, each has indicated a reluctance to represent me arising from (a) the limitations of SC laws, (b) how costly related litigation may be, and (c) the lack of medical and science expertise within their firms. In summary, (d) how there exists few if any plaintiff's law firms in South Carolina qualified to litigate a case such as this.

Further, contrary to what Wall Templeton Attorney Hundley emailed to the Court on 3/14/25, *I have not ever indicated to anyone in any context that I intend to represent myself pro se*. In fact, the Court was notified in writing on/about 2/04/25 of malfeasance by The Trevor Eddy Law Firm which, in early November, agreed to represent me. And, only arising from the due diligence of Attorney Sterling Davis of MGC Law, did it become evident on/about 2/04/25 that Att. Eddy had failed to acknowledge - after three months - our contractual agreement regarding such.

As regards the latter, the Court previously has been provided a copy of my contract with The Eddy Law Firm along with supporting evidence and this history, as above. And since, I've filed a malpractice complaint with the SC Supreme Court in which I specified the multiple ways in which The Eddy Law Firm was negligent for which evidence was provided.

As of 3/13/25 and as recently as today, my advising doctors have reconfirmed that the toxins introduced into my body and home by the Bradley Plumbing Co. and exacerbated further by Servpro remain at 30 times life-threatening level (formerly "up to 80 times") as a direct consequence of Servpro's gross negligence; and, per the CDC, I am presently at the 85% Mortality Level.

IN SUMMARY, I cannot physically appear on 14 April 2025 and I remain at a loss to know how to protect my interests. Otherwise, I continue to seek legal representation (which can be demonstrated by the phone and email accounts).

Herewith I beseech the Court to postpone the 14 April 2025 status hearing. In turn, I remain committed to securing substitute counsel as soon as possible and to notifying the Court and all parties as soon thereafter as is reasonable.

Respectfully,

Marilyn M. Kille
219 Morris Rd.
Aiken, SC 29805
(919)621-1234

On Mar 14, 2025, at 3:46 PM, Charla Plouffe <CPlouffe@aikencountysc.gov> wrote:

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Judge Clyburn Pope will hold a status conference in this case on April 14th. I will make a note on the docket that this case shall remain on the roster for status conference purposes only and will not be called for trial during that week. Notice for the scheduling of this case for the April 14th roster has been sent to pro se Defendant to the address on file with the clerk's office.

Thank you,

Charla Plouffe

Court Administrator

Common Pleas/Jury

Aiken County Clerk of Court

PO Box 583

Aiken, SC 29802

p. 803.502.9000 x 4244

f. 803.642.1718

From: Richards Hundley <Richards.Hundley@WallTempleton.com>

Sent: Friday, March 14, 2025 12:07 PM

To: Charla Plouffe <CPlouffe@aikencountysc.gov>

Cc: Morgan S. Templeton <Morgan.Templeton@WallTempleton.com>; Tommy Boger <Tommy.Boger@WallTempleton.com>; Elizabeth Jones <Elizabeth.Jones@WallTempleton.com>; Sterling Davies <sdavies@mgclaw.com>; Keely McCoy <Keely.McCoy@mgclaw.com>; skye.kinder@mgclaw.com; Felicia Steele <fsteele@gwblawfirm.com>; Kristi Johnson <kjohnson@gwblawfirm.com>; Ron Tate <Rtate@gwblawfirm.com>; Marilyn Kille (Home) <mmkille@icloud.com>; 'Jbell@HallBoothSmith.com' <jbell@hallboothsmith.com>

Subject: SP of Augusta v. Kille, et al. (2022CP0201563)

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Good afternoon Charla,

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Thank you,

W. Richards Hundley

Attorney

Telephone: (843) 329-9500
Facsimile: (843) 329-9501

<image001.jpg>

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To: of Bradley et Al Court Info As <CPlouffe@aikencountysc.gov>
Subject: Fwd: SP of Augusta v. Kille, et al. (2022CP0201563);

Ms. Plouffe,

The 25 March email below was returned as "undeliverable"? This is a "re-send"!

Marilyn Kille
mmkille@icloud.com
c: 919.621.1234

Begin forwarded message:

From: MMKille <mmkille@icloud.com>
Date: March 25, 2025 at 4:42:12 PM EDT
To: Charla Plouffe <CPlouffe@aikencountysc.gov>
Cc: CPlouffe@aikencountysc.gov, cpopelc@sccourts.org, Mold - Bradley Etc Lawyer Contact <richards.hundley@walltempleton.com>, Mold - Bradley Etc Lawyer Contact <cwells@mgclaw.com>, Mold - Bradley Etc Lawyer Contact <Inanney@gwblawfirm.com>
Subject: Re: SP of Augusta v. Kille, et al. (2022CP0201563);

To: Judge Clyburn Pope (CPlouffe et alii)
All cited recipients (as above)
Fr: Marilyn M. Kille
Dt: 25 March 2025
Re: Status hearing scheduled 4/14/25

Your honor,

FILED April 4 20 25
Robert J. White 220
Clerk P. & G.S.
Charla Plouffe OMP
Deputy Clerk

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Of the dozens of SC law firms that I have contacted to date [to which I provided a detailed, bulleted chronology dating from Sept. 2021], of those who responded, each has indicated a reluctance to represent me arising from (a) the limitations of SC laws, (b) how costly related litigation may be, and (c) the lack of medical and science expertise within their firms. In

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Further, contrary to what Wall Templeton Attorney Hundley emailed to the Court on 3/14/25, *I have not ever indicated to anyone in any context that I intend to represent myself pro se.* In fact, the Court was notified in writing on/about 2/04/25 of malfeasance by The Trevor Eddy Law Firm which, in early November, agreed to represent me. And, only arising from the due diligence of Attorney Sterling Davis of MGC Law, did it become evident on/about 2/04/25 that Att. Eddy had failed to acknowledge - after three months - our contractual agreement regarding such.

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Respectfully,



Marilyn M. Kille

219 Morris Rd.

Aiken, SC 29805

(919)621-1234

mmkille@icloud.com

From: MMKille mmkille@icloud.com
Subject: Fwd: SP of Augusta v. Kille, et al. (2022CP0201563); "Roster ID: 314 - Jury Roster April 14-7, 2025 @ 10am, Courtroom 4"
Date: March 28, 2025 at 1:35:43 PM
To: rharte@aikencountysc.gov
Cc: Mold - Bradley Etc Lawyer Contact morgan.templetom@walltempleton.com, Mold - Bradley Etc Lawyer Contact sdavies@mgclaw.com, Skye Kinder Skye.Kinder@mgclaw.com, Mold - Bradley Etc Lawyer Contact rtate@gwblawfirm.com, Mold - Bradley Etc Lawyer Contact jbell@hallboothsmith.com

FYI! Repeat "resend" to the Court re subject!
MKille

Re: Begin forwarded/duplicate msg emailed to the Court 3/26/25 -

From: MMKille <mmkille@icloud.com>
Date: March 27, 2025 at 1:08:47 PM EDT
To: rharte@aikencountysc.gov
Cc: "Bradley et Al - Court Info, As of 1/15/25 [See court Email]" <cpopelc@sccourts.org>

Mr. Harte (Ms. Plouffe),

Herewith I'm resubmitting my 3/26/25 response to the Court's and your recent notice regarding the cited matter. This, whereas repeated acknowledgement to Ms. Plouffe's email address, as reconfirmed by the Court, have been "undeliverable".

Marilyn Kille
mmkille@icloud.com
c: 919.621.1234

Begin forwarded message:

From: MMKille <mmkille@icloud.com>
Date: March 26, 2025 at 12:00:51PM EDT

SP Augusta v. Kille - Record on Appeal p. 228

From: Mail Delivery System mailer-daemon@icloud.com

Subject: Undelivered Mail Returned to Sender

Date: March 28, 2025 at 1:35:49 PM

To: Marilyn Kille mmkille@icloud.com

This is a system-generated message to inform you that your email could not be delivered to one or more recipients. Details of the email and the error are as follows:

<morgan.templeton@walltempleton.com>: host
us-smtp-inbound-2.mimecast.com[170.10.128.141] said: 550 Invalid Recipient
- <https://community.mimecast.com/docs/DOC-1369#550>
[jRnxedySMRGmHISWJ-QPfA.us684] (in reply to RCPT TO command)

<rharte@aikencountysc.gov>: host
d215592a.ess.barracudanetworks.com[209.222.82.252] said: 550 permanent
failure for one or more recipients (rharte@aikencountysc.gov:blocked) (in
reply to end of DATA command)

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Charla Plouffe

Court Administrator

Common Pleas/Jury

Aiken County Clerk of Court

PO Box 583

Aiken, SC 29802

p. 803.502.9000 x 4244

f. 803.642.1718

From: Richards Hundley <Richards.Hundley@WallTempleton.com>

Sent: Friday, March 14, 2025 12:07 PM

To: Charla Plouffe <CPlouffe@aikencountysc.gov>

Cc: Morgan S. Templeton <Morgan.Templeton@WallTempleton.com>; Tommy Boger

<Tommy.Boger@WallTempleton.com>; Elizabeth Jones <Elizabeth.Jones@WallTempleton.com>; Sterling

Davies <sdavies@mgclaw.com>; Keely McCoy <Keely.McCoy@mgclaw.com>; skye.kinder@mgclaw.com;

Felicia Steele <fsteele@gwblawfirm.com>; Kristi Johnson <kjohnson@gwblawfirm.com>; Ron Tate

<Rtate@gwblawfirm.com>; Marilyn Kille (Home) <mmkille@icloud.com>; Jbell@HallBoothSmith.com

<jbell@hallboothsmith.com>

Subject: SP of Augusta v. Kille, et al. (2022CP0201563)

SP Augusta v. Kille - Record on Appeal p. 230

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Thank you,

W. Richards Hundley

Attorney

Telephone: (843) 329-9500

Facsimile: (843) 329-9501

<image001.jpg>

Wall Templeton & Haldrup, P.A.

145 King Street, Suite 300 (29401)

Post Office Box 1200

Charleston, South Carolina 29402

www.WallTempleton.com

SP Augusta v. Kille - Record on Appeal p. 231

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The Kille Submission states that Kille has not been able to hire an attorney to represent her and her claims in this case. Although Kille is self-represented, her pleadings and causes of action must be held to the same standard as if she were an attorney. “A pro se litigant who knowingly elects to represent himself assumes full responsibility for complying with substantive and procedural requirements of the law.” See State v. Burton, 356 S.C. 259, 265 n.5, 589 S.E.2d 6, 9 n.5 (2003). A trial court is not required to obtain a knowing and voluntary waiver of counsel from a party that wishes to exercise her right to represent herself in a civil proceeding that does not involve a deprivation of a liberty interest. See Washington v. Washington, 308 S.C. 549, 419 S.E.2d 779 (1992). Further, Kille may not use her lack of representation as a defense nor an excuse to not engage with the Parties in legal proceedings or prosecute her claims against the Parties. “Lack of familiarity with legal proceedings is unacceptable and the court will not hold a layman to any lesser standard than is applied to an attorney.” Hill v. Dotts, 345 S.C. 304, 310 (Ct. App. 2001) (quoting Goodson v. Am. Bankers Ins. Co., 295 S.C. 400, 403 (Ct. App. 1988)).

Here, a Second Amended Scheduling Order, filed April 12, 2024, ordered mediation completed by November 16, 2024. (See Second Amended Scheduling Order, filed April 12, 2024).¹ The Parties attempted to schedule mediation with Kille to comply with the Court’s Second Amended Scheduling Order but Kille refused to engage in scheduling. Kille refused to attend a Court ordered status conference on April 14, 2025. By purposefully refusing to cooperate with the Parties to prosecute her claims, Kille’s action constitute unreasonable neglect and an indifference to the rights of the Parties.

¹ Since this case was first filed on June 8, 2022, three scheduling orders were filed on March 2, 2023; August 16, 2023; and April 12, 2024. Additionally, a Consent Motion to Stay this case for thirty (30) days was filed on April 29, 2024 to allow Kille reasonable time to find and retain substitute counsel.

CONCLUSION

Wherefore, because Defendant, Counterclaimant, and Third-Party Plaintiff Marilyn Kille has refused to adhere to the Court ordered Scheduling Orders and Status Conference, Kille's Answer, Counterclaims, and Third-Party Complaint should be dismissed pursuant to Rule 41(b) of the South Carolina Rules of Civil Procedure.

Respectfully submitted by:

WALL TEMPLETON & HALDRUP, P.A.

s/ **W. Richards Hundley**
Morgan S. Templeton (S.C. Bar No. 15456)
W. Richards Hundley (S.C. Bar No. 104165)
145 King Street, Suite 300
Charleston, SC 29401
(843) 329 – 9500
Morgan.Templeton@WallTempleton.com
Richards.Hundley@WallTempleton.com

McANGUS GOUDELOCK & COURIE, LLC

s/ **Sterling G. Davies (w/ permission)**
Sterling G. Davies (S.C. Bar No. 5840)
1320 Main Street, 10th Floor
Columbia, South Carolina 29201
(803) 779 – 2300
SDavies@MGCLaw.com
**Counsel for Third Party Defendant Bradley
Plumbing and Heating, Inc.**

- and -

HULL BARRETT, PC

s/ **Brooks K. Hudson (w/ permission)**
Christopher A. Cospers (S.C. Bar No. 75362)
Brooks K. Hudson (S.C. Bar No. 100279)
P.O. Box 1564
Augusta, Georgia 30903-1564
(706) 722 – 4481
CCospers@HullBarrett.com
BHudson@HullBarrett.com
**Counsel for Plaintiff and Counterclaim
Defendant SP of Augusta, LLC**

GALLIVAN, WHITE, & BOYD, P.A.

s/ **Ronald G/ Tate, Jr. (w/ permission)**
Ronald G. Tate, Jr. (S.C. Bar No. 5475)
Post Office Box 10589
Greenville, South Carolina 29603
(864) 271 – 9598
RTate@GWBLawFirm.com
**Counsel for Third Party Defendant
Duraclean Systems Incorporated of North
Augusta**

Dated: July 17, 2025
Charleston, South Carolina

321 Morris Rd.
Aiken, SC 29805
15 July 2025

To The Honorable Courtney Clyburn Pope
c/o Rachel Ware, Esq., Law Clerk
South Carolina 2nd Judicial Court
109 Park Ave, SE
Aiken, SC 29802
15 July 2025

Re: Case No: 2022-CP-02-01563; Motion to Dismiss or For Summary Judgment

To The Honorable Judge Pope,

Documents as received 14 July 2025 via USPS, herewith I am asking that you deny Plaintiffs' "Joint Motion to Dismiss for lack of Prosecution or, in the alternative, for Summary Judgment".

The basis for my petitioning for such stems from:

- I have diligently sought legal representation since Att. Floyd withdrew on/about 4/30/24;
- Unimaginably, to date 156 lawyers/firms have either (a) declined outright to represent me or (b) have failed to acknowledge my having sought their assistance.

Most recent examples of rejections are attached herewith via select correspondence therewith:

Calliston Tighe, reviewed: 7/02/25 - 7/11/25

Woron & Dhillon, reviewed: 5/20/25 – 7/08/25

- Whereas I'm a retired Fortune 500 executive, I'm fully aware of how unusual and unlikely the aforementioned must appear and is;
- Nevertheless, of those believed to have pursued at least a cursory review of the related history (a detailed chronology, documents, photographs, test results, etc.), several reported having concluded simply not wishing to become involved in a matter needlessly complicated by and egregiously mishandled previously by another lawyer; in this instance by my former lawyer, James "Lee" Floyd, III;
- Otherwise, the evidence pertaining to this case is (a) extensive and irrefutable; (b) proves that defendants misrepresented their qualifications and experience; (c) caused extraordinary, avoidable, extensive, irrefutable, and permanent harm and damage to my home, my personal property and my health;
- How, as a direct consequence of defendants' negligence beginning 8/24/2021, (a) I have been homeless since November 2021; (b) experts representing State and Federal government, universities and private contractors have concluded that (i) my home "cannot be reliably remediated" and "should be razed"; (ii) the four lobes of my brain have atrophied; (ii) my eyes are permanently scarred; (iv) life-threatening toxins course via my contaminated blood stream throughout my body, having caused and remaining at risk of causing multiple life-threatening diseases and cancers; (v) for which regarding specific species of identified/measured toxins, there exists no known cure (per the CDC); (vi) that I now have permanent

FILED July 16 20 25

Robert J. White 940

SP Augusta v. Kille - Record on Appeal p. 238

Charla Peoubie
Deputy Clerk


disabilities and been near death multiple times to date, including from recurring pulmonary embolisms, as a result of defendants' misuse of known poisons.

As I've pursued substitute counsel, I've reached out to the SC Bar Lawyer Referral Service (SEE attached response); to elected officials; to state agencies; to the professional staffs and administrations of law schools at USC's Rice Law School and Charleston School of Law; to insurance industry experts (ie, Mission Property Loss Consultants, SC/NC/GA; others); my insurer; non-associated contractors; federal agencies, ie, CDC, NIH, EPA, USDA, others); and, since 1/30/24, remain under care by medical experts at the George Washington University School of Medicine (a CDC referral).

IN SUMMARY, I'm terrified. And simply don't know what to do from this point forward.

However, there should be no doubt that the defendants have been negligent and that to dismiss related matters would be an egregious miscarriage of justice. Otherwise, I remain committed to continuing to pursue legal representation and shall apprise the Court routinely of my related efforts.

Regards,


Marilyn Kille

C: 919--621-1234

mmkille@icloud.com

From: Will Hoffmann will@wdinjurylaw.com

Subject: your case

Date: June 16, 2025 at 2:31:52 PM

To: Marilyn Kille mmkille@icloud.com, Brett Woron brett@wdinjurylaw.com

Marilyn,

Thank you for giving us the chance to review your case. Unfortunately, after extensive review of the physical and electronic documentation you gave us, we're going to have to pass on representation. With the volume of documentation created and the litigation steps already completed, including discovery and multiple depositions, we do not believe we would be able to come on board and provide you the representation necessary for a positive outcome.

As a general rule, we don't take mold related cases but wanted to explore the possibility of an exception to that rule because of the significant damages you sustained and the poor conduct of so many different parties.

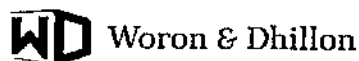
Though we won't be able to move forward with your case, one potential attorney in the Columbia area who may be able to help you is Ian Duggan with the Callison Tighe law firm.

If you want to discuss further, let's set up a time for a call between you, Brett Woron, and me this week. Mr. Woron is out of the office today, so please let us know a good time for that call.

Again, I hate that we can't provide you the representation needed, but we believe it's better to be up front rather than begin the process and not meet expectations down the road.

Will

--



P. William Hoffmann

Attorney

office: [803-626-1345](tel:803-626-1345) | fax: [803-834-6830](tel:803-834-6830) |

will@wdinjurylaw.com | www.wdinjurylaw.com |

1328 Richland Street, Columbia, SC 29201

1417 Georgia Ave., Ste. B, North Augusta, SC 29841

CONFIDENTIALITY NOTICE: This message is intended exclusively for the individual or entity to which it is addressed. This communication may contain information that is proprietary, privileged, confidential, or otherwise legally exempt from disclosure.

SP Augusta v. Kille - Record on Appeal p. 238

Dear Ms. Kille:

Thank you for contacting Callison Tighe & Robinson, LLC regarding your matter. However, Callison Tighe is not able to represent you in this case.

You may wish to contact Jim Corbett (jim@jimcorbettattorney.com) or 803-765-2968.

Thank you for considering Callison Tighe, and we wish you the best in resolving your matter.

Best regards,

Harry

CALLISON  TIGHE

HARRY A. DIXON ASSOCIATE

| | |
|-------------------------|--------------------|
| Palmetto Armory | PHON 803.404.6900 |
| Building | E 803.404.6972 |
| 1812 Lincoln Street | DIREC 803.404.6902 |
| Columbia, SC 29201 | T |
| MAILING ADDRESS | FAX |
| P.O. Box 1390 | <u>VCARD</u> |
| Columbia, SC 29202-1390 | |

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From: Harry Dixon harrydixon@callisontighe.com

Subject: SP of Augusta, LLC v. Marilyn Kille | Declination of Representation and Referral

Date: July 11, 2025 at 9:33:01 AM

To: Marilyn Kille mmkille@icloud.com

Cc: Andrew Beason AndrewBeason@callisontighe.com

Good morning.

We have received your email below and are so very sorry to hear all that you have gone through. Unfortunately, this is not a matter our firm can assist you with. I would suggest that you contact the SC Referral Service at 800.868.2284 for further guidance.

We wish you the best.



M. Brooke Archenhold

Partner

Parham Smith & Archenhold, LLC
PO Box 2800 Greenville, S.C. 29602
15 Washington Park Greenville, S.C. 29601
864-242-9008 (Main) 864-271-6155 (Fax)

From: TLR.FindLaw.SuperLawyers@thomsonreuters.com
<TLR.FindLaw.SuperLawyers@thomsonreuters.com>
Sent: Tuesday, July 16, 2024 5:36 PM
To: Brooke Archenhold <barchenhold@parhamlaw.com>
Subject: New Contact from Your Super Lawyers Marketing Program

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From: Brooke Archenhold barchenhold@parhamlaw.com
Subject: RE: New Contact from Your Super Lawyers Marketing Program
Date: July 18, 2024 at 10:06:54 AM
To: Marilyn Kille mmkille@icloud.com
Cc: Mold - Med Mall, Parham Smith & Archhold Law Ref: Sloane Ellis -> Brooke Archenhold, Esq dkindley@parhamlaw.com, Blake Smith bsmith@parhamlaw.com

communications and does not endorse, support, or guarantee the accuracy of any such communications. You acknowledge that your reliance on any of the content of the communications is at your own risk.

First Name:

Marilyn

Last Name:

Kille

Email:

mmkille@icloud.com

Phone:

9196211234

City:

Aiken

State:

South Carolina

Message:

Likely legal specialties required:

- personal injury; permanent injury + life-threatening consequences
- environmental toxicity (mold, bacterium, other)
- contractor & medical negligence
- premises damage; irreparable
- code & industry standards violations
- contract violations

Geo. Washington Univ. Sch of Med (DC) has confirmed worst case of mold toxicity in 10 yrs w/brain, blood & organ damage; from exposure to numerous toxins caused by plumbers flooding my custom log home & HVAC system; co. owner refused thereafter to remediate the damage.

Servpro hired to remediate; violated its contract; used wrong procedures & chemical [EPA, NIH/CDC]; permanent visual & structural damage to home & personal property; disregarded

codes & industry standards. Re-infected premises & me post-cleaning; in turn, causing life-threatening health issues.

Extensive hard evidence is available: detailed chronology, medical & env. lab reports, MD "note

This e-mail sent by:

Super Lawyers, a publication of:

Thomson Reuters | 610 Opperman Drive | Eagan, MN 55123

p: +1 877-787-5290 | f: +1 866-888-8910

From: MMKille mmkille@icloud.com
Subject: Fwd: Response to request you submitted to the SCBar Lawyer Referral Service re Eddy complaint
Date: February 25, 2025 at 2:33:50 PM
To: Marilyn Kille mmkille@gmail.com

Begin forwarded message:

From: South Carolina Bar Lawyer Referral Service <no-reply@send.afterpattern.com>
Date: February 25, 2025 at 2:18:52 PM EST
To: mmkille@icloud.com
Subject: Response to request you submitted to the South Carolina Bar Lawyer Referral Service

Hi Marilyn Kille,

Thank you for contacting the South Carolina Bar Lawyer Referral Service. You may find the following resource helpful. Please reach out to the organization listed below.

SC Commission on Lawyer Conduct

The Commission on Lawyer Conduct was created with the adoption of Rule 413, of the South Carolina Appellate Court Rules, to investigate complaints of lawyer misconduct and incapacity made against lawyers who are licensed to practice law in South Carolina. This 50 member Commission is made up of 34 attorneys, admitted to practice law in South Carolina, and 16 members of the general public.

1220 Senate Street Suite 111 Columbia, SC 29201

(803) 734-2038

odcmail@sccourts.org

<https://www.sccourts.org/discCounsel/commissionLC.cfm>

This email is automatically generated by a web service we use. For that reason, please do not reply to this email if you need to contact us. Instead email us directly at lrs-info@scbar.org or call 1-803-799-7100.

Warm regards,
South Carolina Bar Lawyer Referral Service

950 Taylor Street
Columbia, SC 29201

From: MMKille mmkille@icloud.com

Subject: Resent/Fwd: 8/18/25 Appeal, SC Court of Appeals, Case No: 2022-CP-02-01563

Date: August 22, 2025 at 3:36:58 PM

To: Mold - Court Info/Bradley et al As of 1/15/25 [See court Email] CPlouffe@aikencountysc.gov

Cc: Mold - Court Info/Bradley et al As of 1/15/25 [See court Email] cpopelc@sccourts.org

Bcc: Marilyn Kille mmkille@icloud.com

Begin forwarded message:

From: MMKille <mmkille@icloud.com>

Subject: 8/18/25 Appeal, SC Court of Appeals, Case No: 2022-CP-02-01563

Date: Aug 18, 2025 at 5:45 PM

To: morgan.templeton@walltempleton.com

Cc: richards.hundley@walltempleton.com, ccosper@hullbarrett.com, bhudson@hullbarrett.com, sdavies@mgclaw.com, rtate@gwblawfirm.com, "Mold - Court Info/Bradley et al As of 1/15/25 [See court Email]" <cpopelc@sccourts.org>, "Mold - Court Info/Bradley et al As of 1/15/25 [See court Email]" <CPlouffe@aikencountysc.gov>

FORM 7

PROOF OF SERVICE OF A NOTICE OF APPEAL

THE STATE OF SOUTH CAROLINA

APPEAL FROM AIKEN COUNTY

Court of Commons Pleas

Courtney Clyburn Pope, Circuit Court Judge

Case No. 2022-CP-02-0156

Marilyn Kille,

v.

SP Augusta v. Kille - Record on Appeal p. 247

Appellant/Respondent (Plaintiff)

FILED August 25 20 25

Robert J. White

Clerk & G.S.

Charita Peoubie emp
Deputy Clerk

| | |
|------------------------------------|-----------|
| SP of Augusta, LLC | Defendant |
| Bradley Plumbing And Heating, Inc. | Defendant |
| Duraclean Systems Incorporated | Defendant |
| And John Does 1 through 10 | |

Hereinafter defendants are referred in their entirety as "the Parties"

NOTICE OF APPEAL

Marilyn Kille appeals the Order of the Honorable Judge CC Pope dated on/about 7/18/2025. Appellant did NOT receive written notice of entry via the USPS from the parties. However, via an email copied to defendant attorney Richards Hundley of Wall Templeton, Judge Clyburn's Law Clerk, Rachel Ware, Esq. instructed Att. Hundley "Can you upload the order to her queue for her review and signature?"

Date: 18-August-2025

s/ Marilyn Kille, Appellant
 321 Morris Rd.
 Aiken, SC 29805
 c: 919-621-1234
 Email: mmkille@icloud.com



Marilyn Kille, Appellant/Plaintiff

Counsel of Record for Defendants served via email per Court records on 8/18/25:

Morgan.Templeton@WallTempleton.com

SDavies@MGCLaw.com

Richards.Hundley@WallTempleton.com

RTate@GWBLawFirm.com

BHudson@HullBarrett.com

CCosper@HullBarrett.com

cpopesc@sccourts.org

CPlouffe@aikenCountysc.gov



Appeal FORM 7.docx
21 KB

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Case: 2022CP0201563; Servpro of Augusta - Motion for Dismissal and For
Costs

Your Honor, I am representing myself "pro se". I understand that today's hearing is NOT to litigate the merits of the original case. And that Servpro of Augusta has moved to have the underlying matter dismissed and costs awarded.

With all due respect, your honor, I fail to understand why we're even here. This because Servpro is well aware that I've filed an appeal with the SC Court of Appeals — which that Court has confirmed in writing. And about which the company; all parties involved in the underlying lawsuit and the Aiken County Court of Common Pleas have been notified via email and certified USPS.

[MK's 8/18 filing; 9/10 Appellate ltr; USPS cert receipts]

At this time I am actively seeking an appellate attorney to represent me. Thus, herewith I am asking this Court to dismiss Servpro's Motion for lack of jurisdiction.

[If not dismissed...]

FILED September 15 20 25
Robert J. Kite
C.C.P. & G.S.
Charles Peabody amp
Deputy Clerk

Your honor. I am 78 yo! I was in exceptional health prior to my having retained Servpro in 2021.

In February 2022 - per its one-week proposal and signed contract - I paid Servpro almost \$47,000 to remediate my home after a plumber flooded it. However, (a) Servpro not only failed to remediate my home reliably but, thereafter, (b) caused avoidable, additional damage and harm when it returned toxin-infected personal property which re-infected my home — and me. It's the latter failings that are represented by the \$7,500 included with Servpro's current Motion.

[Servpro contract; MK's bank records]

The Bottomline! Servpro poisoned me!

Among chemicals it may've dispersed 24/7 throughout my home for 12 days was a life-threatening chemical strictly prohibited by Federal law for such use. I became ill within four days of re-inhabiting my home upon Servpro completing its remediation-related procedures.

Specifically, Servpro's negligence is believed (a) to have permanently damaged my brain, eyes, blood, kidneys, and lungs; and (b) to have damaged all surfaces and content within plus the infrastructure of my home.

Ever since and as a documented result, (a) I have been very ill and homeless for nearly four years. (b) I remain at heightened risk of dying prematurely from multiple, life-threatening diseases and cancers. And (c) I have been near death multiple times as a result of poisoning — all the indisputable consequences of Servpro's negligence.

Experts have deemed that my home "can't be reliably remediated" — exceeds \$1 million lost.

So, how did matters come to this point?

[emails from lawyers]

My former attorney abandoned the case on April 30, 2024 upon completing the discovery process – but only thereafter he acknowledged (a) having filed in the wrong court; (b) refused to rely upon the expertise of multiple medical,

government and private industry experts; and, overall, (c) revealed gross incompetence.

Thereafter, I diligently sought substitute counsel. Without success!

Of those who responded (among the 156 tort lawyers I was referred to May '24->Sept '25) — of the handful who reported having reviewed related evidence and history — all acknowledged (a) disinterest in toxin-related cases; (b) lacking the required resources; and (c) disinterest in becoming involved in a matter so egregiously “*fudged up*”, including with discovery completed, by my former lawyer.

[Handout displayed: [emails from Woron, Calister, etc]

IN SUMMARY, evidence will prove that Servpro of Augusta misled me regarding its history, experiences and qualifications remediating real property similar to my home. And that it caused extensive and irreparable material damage to my home and life-threatening consequences for my health.

In effect, the company should be reimbursing me for the contracted \$47,000 + for an estimated minimum \$1M or more in losses plus for my ongoing medical expenses!

[Servproxide bottle; GWCIN/Kogan ltr in Court record; RTL; photos]

[A FINAL NOTE:] Since mid-April 2025, as required by law, Servpro has failed to provide me via USPS with Motions and Court Rulings.

This, because it began to mis-address USPS mailings. And, thereafter, disregarded multiple USPS notifications which notified defendants of their repeated errors. Further, its filings contained mis-typed email addresses of others' attorneys.

[Show USPS notices attached to Servpro's filings]

Further disregarded was how, prior to an April 2025 hearing, I'd notified defendants and the Aiken Court that I was recuperating from my latest near-death episode of chemically-induced, pulmonary edema and couldn't appear pro se. The Court also was provided letters explaining my health limitations, including from

my primary doctor at George Washington Univ. School of Medicine (DC).

Seemingly ignore.

[Petition]

Herewith I petition this Court to dismiss Servpro's Motion in its entirety.

And to provide me an opportunity to finally obtain justice on appeal.

Marilyn Kille

mmkille@icloud.com

c: 919-621-1234

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The South Carolina Court of Appeals

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September 10, 2025

Marilyn Kille
321 Morris Rd
Aiken SC 29805

Re: SP of Augusta, LLC, v. Marilyn Kille
Appellate Case No. 2025-001812

Dear Ms. Kille:

This Court has received your notice of appeal, and the case has been assigned the appellate case number that appears above. Please use this number on all future correspondence relating to this matter.

All parties to this matter are advised that all filings must comply with the requirements of Rule 267 of the South Carolina Appellate Court Rules (SCACR). The SCACR are available online at www.sccourts.org/courtreg. Additionally, any filings submitted by counsel admitted in South Carolina must include counsel's bar number.

The attention of the parties is directed to the order relating to the inclusion of personal data identifiers and other sensitive information in documents filed with the Supreme Court of South Carolina and the South Carolina Court of Appeals. The order can be found at www.sccourts.org/courtOrders/displayOrder.cfm?orderNo=2014-04-15-02. Please note that the responsibility for insuring that information is redacted or sealed as required by this order rests with counsel and the parties. This office will *not* review

filings for redaction or to determine if materials should be sealed.

This is to advise that the title in the above matter has been changed to read as follows:

SP of Augusta, LLC, Respondent,

v.

Marilyn Kille, Appellant,

AND

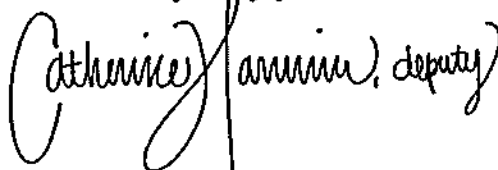
Marilyn Kille, Appellant,

v.

Bradley Plumbing and Heating, Inc., Duraclean Systems Incorporated or North Augusta and John Does 1 Through 10, Respondents.

All future records in this matter should be changed to reflect this title. If you have any questions, please do not hesitate to contact this office.

Very truly yours,

A handwritten signature in black ink that reads "Catherine J. Annin, deputy". The signature is written in a cursive style and is positioned above the printed name "CLERK".

CLERK

cc: Sterling Graydon Davies, Esquire
Keely McComb McCoy, Esquire
Ronald G. Tate, Jr., Esquire
Jordan Taylor Bell, Esquire
Christopher A. Cospers, Esquire
David Brooks Kirkley Hudson, Esquire
W. Richards Hundley, Esquire
Morgan S. Templeton, Esquire



The South Carolina Court of Appeals

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September 10, 2025

Marilyn Kille
321 Morris Rd
Aiken SC 29805

Re: SP of Augusta, LLC, v. Marilyn Kille
Appellate Case No. 2025-001812

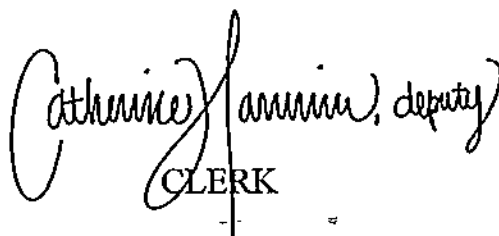
Dear Ms. Kille:

Upon reviewing your notice of appeal, the following deficiency or deficiencies have been noted under the South Carolina Appellate Court Rules (SCACR), and any deficiency must be corrected within ten (10) days of the date of this letter or this matter will be dismissed:

- ✓ • The accompanying proof of service is not in compliance with the SCACR. Pursuant to subsection (d)(1) of *Re: Methods of Electronic Filing & Service Under Rule 262 of the South Carolina Appellate Court Rules (As Amended May 6, 2022)*, S.C. Sup. Ct. Order dated May 6, 2022 (Howard Adv. Sh. No. 17), only lawyers admitted to practice in South Carolina may serve other lawyers using the lawyer's primary email address in AIS. As you are not an attorney, you must provide a proof of service showing the documents were either mailed or hand delivered.
- ✓ • The required filing fee has not been submitted. The correct filing fee is \$250.00. *Mailed USPS 9/13/25 certified (receipt)*
- ✓ • You must identify the respondent(s) in the caption.
- ✓ • You must provide proof of filing your notice of appeal with the Aiken County Clerk of Court.

- You must provide the date you received notice of the order on appeal.

Very truly yours,


CLERK

cc: Sterling Graydon Davies, Esquire
Keely McComb McCoy, Esquire
Ronald G. Tate, Jr., Esquire
Jordan Taylor Bell, Esquire
Christopher A. Cospers, Esquire
David Brooks Kirkley Hudson, Esquire
W. Richards Hundley, Esquire
Morgan S. Templeton, Esquire

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From: MMKille mmkille@icloud.com

Subject: Resent/Fwd: 8/18/25 Appeal, SC Court of Appeals, Case No: 2022-CP-02-01563

Date: August 22, 2025 at 3:36:58 PM

To: Mold - Court Info/Bradley et al As of 1/15/25 [See court Email] CPlouffe@aikencountysc.gov

Cc: Mold - Court Info/Bradley et al As of 1/15/25 [See court Email] cpopelc@sccourts.org

Bcc: Marilyn Kille mmkille@icloud.com

Begin forwarded message:

From: MMKille <mmkille@icloud.com>

Subject: 8/18/25 Appeal, SC Court of Appeals, Case No: 2022-CP-02-01563

Date: Aug 18, 2025 at 5:45 PM

To: morgan.templeton@walltempleton.com

Cc: richards.hundley@walltempleton.com, ccosper@hullbarrett.com, bHUDSON@hullbarrett.com, sdavies@mgclaw.com, rtate@gwblawfirm.com, "\"Mold - Court Info/Bradley et al As of 1/15/25 [See court Email]\"> <cpopelc@sccourts.org>, "\"Mold - Court Info/Bradley et al As of 1/15/25 [See court Email]\"> <CPlouffe@aikencountysc.gov>

FORM 7

PROOF OF SERVICE OF A NOTICE OF APPEAL

THE STATE OF SOUTH CAROLINA

APPEAL FROM AIKEN COUNTY

Court of Commons Pleas

Courtney Clyburn Pope, Circuit Court Judge

Case No. 2022-CP-02-0156

Marilyn Kille,

Appellant/Respondent (Plaintiff)

v.

| | |
|------------------------------------|-----------|
| SP of Augusta, LLC | Defendant |
| Bradley Plumbing And Heating, Inc. | Defendant |
| Duraclean Systems Incorporated | Defendant |
| And John Does 1 through 10 | |

Hereinafter defendants are referred in their entirety as "the Parties"

NOTICE OF APPEAL

Marilyn Kille appeals the Order of the Honorable Judge CC Pope dated on/about 7/18/2025. Appellant did NOT receive written notice of entry via the USPS from the parties. However, via an email copied to defendant attorney Richards Hundley of Wall Templeton, Judge Clyburn's Law Clerk, Rachel Ware, Esq. instructed Att. Hundley "Can you upload the order to her queue for her review and signature?"

Date: 18 August 2025

s/ Marilyn Kille, Appellant
321 Morris Rd.
Aiken, SC 29805
c: 919-621-1234
Email: mmkille@icloud.com


Marilyn Kille, Appellant/Plaintiff

Counsel of Record for Defendants served via email per Court records on 8/18/25:

Morgan.Templeton@WallTempleton.com

SDavies@MGCLaw.com

Richards.Hundley@WallTempleton.com

RTate@GWBLawFirm.com

BHudson@HullBarrett.com

CCosper@HullBarrett.com

cpopesc@sccourts.org

CPlouffe@aikenCountysc.gov



Aiken County Second Judicial Circuit Public Index



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| | | | | | |
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| Switch View | | | | | |
| Sp Of Augusta Llc , plaintiff, et al VS Marilyn Kille , defendant, et al | | | | | |
| Case Number: | 2022CP0201563 | Court Agency: | Common Pleas | Filed Date: | 07/13/2022 |
| Case Type: | Common Pleas | Case Sub Type: | Breach of Cont 140 | File Type: | Mediator - Jury |
| Status: | Pending/ADR Sanctions | Assigned Judge: | Clerk Of Court C P, G S, And Family Court | | |
| Disposition: | | Disposition Date: | | Disposition Judge: | |
| Original Source Doc: | | Original Case #: | | | |
| Judgment Number: | | Court Roster: | | | |

| Case Parties | Judgments | Tax Map Information | Associated Cases | Actions | Financials | |
|------------------------------|--|---------------------|------------------|------------------|------------------|-----------|
| Name | Description | Type | Motion Roster | Begin Date | Completion Date | Documents |
| Kille, Marilyn | NEF(10-10-2025 02:12:07 PM) Order/Electronic Form 4 | Filing | | 10/10/2025-14:12 | | |
| Kille, Marilyn | Order/Electronic Form 4 Denying Motion for Judgment/Atty Fee | Order | | 10/10/2025-14:12 | | |
| Sp Of Augusta Llc | NEF(09-16-2025 04:36:17 PM) Letter/Letter | Filing | | 09/16/2025-16:36 | | |
| Sp Of Augusta Llc | Letter from Court of Appeals | Filing | | 09/16/2025-16:36 | | |
| Kille, Marilyn | Letter/Letter | Filing | | 09/15/2025-12:16 | | |
| Kille, Marilyn | Letter/Letter | Filing | | 08/25/2025-08:55 | | |
| Bell, Jordan Taylor | 9/15/2025_MOTION_Roster/Notice of Motions Roster Publication | Action | | 08/13/2025-10:20 | | |
| Tate, Ronald G. Jr. | 9/15/2025_MOTION_Roster/Notice of Motions Roster Publication | Action | | 08/13/2025-10:20 | | |
| Davies, Sterling Graydon | 9/15/2025_MOTION_Roster/Notice of Motions Roster Publication | Action | | 08/13/2025-10:20 | | |
| Templeton, Morgan S. | 9/15/2025_MOTION_Roster/Notice of Motions Roster Publication | Action | | 08/13/2025-10:20 | | |
| Hundley, W. Richards | 9/15/2025_MOTION_Roster/Notice of Motions Roster Publication | Action | | 08/13/2025-10:20 | | |
| Kille, Marilyn | 9/15/2025_MOTION_Roster/Notice of Motions Roster Publication | Action | | 08/13/2025-10:20 | | |
| Hudson, David Brooks Kirkley | 9/15/2025_MOTION_Roster/Notice of Motions Roster Publication | Action | | 08/13/2025-10:20 | | |
| Cosper, Christopher A. | 9/15/2025_MOTION_Roster/Notice of Motions Roster Publication | Action | | 08/13/2025-10:20 | | |
| McCoy, Keely McComb | 9/15/2025_MOTION_Roster/Notice of Motions Roster Publication | Action | | 08/13/2025-10:20 | | |
| Sp Of Augusta Llc | NEF(08-11-2025 03:27:10 PM) Motion/Judgment | Filing | | 08/11/2025-16:43 | | |
| Sp Of Augusta Llc | Motion for Judgment and for Attorney Fees | Motion | | 08/11/2025-15:27 | 09/15/2025-15:27 | |
| Hundley, W. Richards | 9/8/2025_MEDJU_Roster/Notice of Case Roster Publication Sent | Action | | 08/06/2025-09:51 | | |

SP Augusta v. Kille - Record on Appeal p. 264

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|----------------------------------|--|--------|--|------------------|------------------|--|
| Kille, Marilyn | 9/8/2025_MEDJU_Roster/Notice of Case Roster Publication Sent | Action | | 08/06/2025-09:51 | | |
| Templeton, Morgan S. | 9/8/2025_MEDJU_Roster/Notice of Case Roster Publication Sent | Action | | 08/06/2025-09:51 | | |
| Davies, Sterling Graydon | 9/8/2025_MEDJU_Roster/Notice of Case Roster Publication Sent | Action | | 08/06/2025-09:51 | | |
| Tate, Ronald G. Jr. | 9/8/2025_MEDJU_Roster/Notice of Case Roster Publication Sent | Action | | 08/06/2025-09:51 | | |
| Bell, Jordan Taylor | 9/8/2025_MEDJU_Roster/Notice of Case Roster Publication Sent | Action | | 08/06/2025-09:51 | | |
| McCoy, Keely McComb | 9/8/2025_MEDJU_Roster/Notice of Case Roster Publication Sent | Action | | 08/06/2025-09:51 | | |
| Cosper, Christopher A. | 9/8/2025_MEDJU_Roster/Notice of Case Roster Publication Sent | Action | | 08/06/2025-09:51 | | |
| Hudson, David Brooks Kirkley | 9/8/2025_MEDJU_Roster/Notice of Case Roster Publication Sent | Action | | 08/06/2025-09:51 | | |
| Sp Of Augusta Llc | NEF(07-29-2025 11:39:32 AM) Service/Certificate Of Servi... | Filing | | 07/29/2025-11:43 | | |
| Sp Of Augusta Llc | Service/Certificate Of Service | Filing | | 07/29/2025-11:39 | | |
| Sp Of Augusta Llc | NEF(07-18-2025 01:08:27 PM) Order/Dismissal | Filing | | 07/18/2025-13:08 | | |
| Sp Of Augusta Llc | Order Granting Joint Motion to Dismiss for Lack of Prosecuti | Order | | 07/18/2025-13:08 | | |
| Sp Of Augusta Llc | NEF(07-17-2025 04:58:57 PM) Memo/Memo in Support | Filing | | 07/18/2025-08:48 | | |
| Sp Of Augusta Llc | Joint Memo in Support of Joint Motion to Dismiss and in Repl | Filing | | 07/17/2025-16:58 | | |
| Sp Of Augusta Llc | Service/Certificate Of Service | Filing | | 07/17/2025-16:58 | | |
| Sp Of Augusta Llc | Order/Order Cover Sheet \$25.00 | Filing | | 07/17/2025-16:58 | | |
| Sp Of Augusta Llc | NEF(07-17-2025 04:50:34 PM) Memo/Memo in Support | Filing | | 07/17/2025-16:54 | | |
| Sp Of Augusta Llc | Joint Memo in Support of Joint Motion to Dismiss and in Rep | Filing | | 07/17/2025-16:50 | | |
| Sp Of Augusta Llc | Service/Certificate Of Service | Filing | | 07/17/2025-16:50 | | |
| Kille, Marilyn | Response to Motion to Dismiss or for Summary Judgment | Filing | | 07/16/2025-09:47 | | |
| Sp Of Augusta Llc | NEF(07-02-2025 04:04:34 PM) Service/Affidavit Of Service | Filing | | 07/02/2025-16:07 | | |
| Sp Of Augusta Llc | Service/Affidavit Of Service on Marilyn Kille | Filing | | 07/02/2025-16:04 | | |
| Sp Of Augusta Llc | Service/Certificate Of Service | Filing | | 07/02/2025-16:04 | | |
| Sp Of Augusta Llc | NEF(05-13-2025 05:12:26 PM) Service/Certificate Of Servi... | Filing | | 05/14/2025-08:35 | | |
| Sp Of Augusta Llc | Service/Certificate Of Service | Filing | | 05/13/2025-17:12 | | |
| Bradley Plumbing And Heating Inc | NEF(04-25-2025 07:21:57 AM) Notice/Notice of Appearance | Filing | | 04/25/2025-07:22 | | |
| Bradley Plumbing And Heating Inc | Notice/Notice of Appearance | Filing | | 04/25/2025-07:21 | | |
| Sp Of Augusta Llc | NEF(04-24-2025 04:16:05 PM) Motion/Dismiss & Summary Jud... | Filing | | 04/24/2025-16:24 | | |
| Sp Of Augusta Llc | Service/Certificate Of Service | Filing | | 04/24/2025-16:16 | | |
| Sp Of Augusta Llc | Motion/Dismiss & Summary Judgment | Motion | | 04/24/2025-16:16 | 07/18/2025-16:16 | |
| Sp Of Augusta Llc | NEF(04-14-2025 08:55:27 AM) Notice/Other | Filing | | 04/14/2025-09:00 | | |
| Sp Of Augusta Llc | Notice/Notice of Appearance | Filing | | 04/14/2025-08:55 | | |

SP Augusta v. Kille - Record on Appeal p. 265

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|---|--|--------|--|------------------|------------------|--|
| Sp Of Augusta Llc | Notice of Appearance | Filing | | 04/14/2025-08:55 | | |
| Kille, Marilyn | Letter/Letter | Filing | | 04/04/2025-14:29 | | |
| Bell, Jordan Taylor | 4/14/2025_MEDJU_Roster/Notice of Case Roster Publication Sen | Action | | 03/14/2025-10:17 | | |
| Tate, Ronald G. Jr. | 4/14/2025_MEDJU_Roster/Notice of Case Roster Publication Sen | Action | | 03/14/2025-10:17 | | |
| Templeton, Morgan S. | 4/14/2025_MEDJU_Roster/Notice of Case Roster Publication Sen | Action | | 03/14/2025-10:17 | | |
| Davies, Sterling Graydon | 4/14/2025_MEDJU_Roster/Notice of Case Roster Publication Sen | Action | | 03/14/2025-10:17 | | |
| Hundley, W. Richards | 4/14/2025_MEDJU_Roster/Notice of Case Roster Publication Sen | Action | | 03/14/2025-10:17 | | |
| Kille, Marilyn | 4/14/2025_MEDJU_Roster/Notice of Case Roster Publication Sen | Action | | 03/14/2025-10:17 | | |
| Kille, Marilyn | Letter/Letter | Filing | | 08/23/2024-13:28 | | |
| Duraclean Systems Incorporated Of North Augusta | NEF(08-12-2024 12:09:37 PM) Notice/Other | Filing | | 08/12/2024-12:32 | | |
| Duraclean Systems Incorporated Of North Augusta | Notice of Withdrawl | Filing | | 08/12/2024-12:09 | | |
| Kille, Marilyn | Letter/Letter | Filing | | 07/16/2024-12:55 | | |
| Kille, Marilyn | Letter/Letter | Filing | | 06/06/2024-13:14 | | |
| Kille, Marilyn | NEF(04-30-2024 10:14:11 AM) Order/Withdraw | Filing | | 04/30/2024-10:14 | | |
| Kille, Marilyn | Order/Withdraw | Order | | 04/30/2024-10:14 | | |
| Kille, Marilyn | NEF(04-29-2024 03:11:23 PM) Motion/Withdraw | Filing | | 04/29/2024-15:25 | | |
| Kille, Marilyn | Motion/Withdraw | Motion | | 04/29/2024-15:11 | 04/30/2024-15:11 | |
| Bradley Plumbing And Heating Inc | NEF(04-12-2024 01:04:02 PM) Order/Scheduling Order | Filing | | 04/12/2024-13:04 | | |
| Bradley Plumbing And Heating Inc | Second Amended Consent Scheduling Order | Order | | 04/12/2024-13:04 | | |
| Bradley Plumbing And Heating Inc | NEF(04-12-2024 12:32:35 PM) Order/Order Cover Sheet \$25.... | Filing | | 04/12/2024-12:56 | | |
| Bradley Plumbing And Heating Inc | Order/Order Cover Sheet \$25.00 | Filing | | 04/12/2024-12:32 | | |
| Tate, Ronald G. Jr. | 5/6/2024_MEDJU_Roster/Notice of Case Roster Publication Sent | Action | | 04/05/2024-09:40 | | |
| Nanney, Lee Harrison | 5/6/2024_MEDJU_Roster/Notice of Case Roster Publication Sent | Action | | 04/05/2024-09:40 | | |
| Hundley, W. Richards | 5/6/2024_MEDJU_Roster/Notice of Case Roster Publication Sent | Action | | 04/05/2024-09:40 | | |
| Davies, Sterling Graydon | 5/6/2024_MEDJU_Roster/Notice of Case Roster Publication Sent | Action | | 04/05/2024-09:40 | | |
| Templeton, Morgan S. | 5/6/2024_MEDJU_Roster/Notice of Case Roster Publication Sent | Action | | 04/05/2024-09:40 | | |
| Floyd, James L. III | 5/6/2024_MEDJU_Roster/Notice of Case Roster Publication Sent | Action | | 04/05/2024-09:40 | | |
| Bell, Jordan Taylor | 5/6/2024_MEDJU_Roster/Notice of Case Roster Publication Sent | Action | | 04/05/2024-09:40 | | |









SP Augusta v. Kille - Record on Appeal p. 266

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|----------------------------------|---|--------|--|------------------|------------------|--|
| Sp Of Augusta Llc | NEF(01-23-2024 12:55:47 PM)
Notice/Notice of Appearance | Filing | | 01/23/2024-12:59 | | |
| Sp Of Augusta Llc | Notice of Transfer within Firm | Filing | | 01/23/2024-12:55 | | |
| Sp Of Augusta Llc | Notice/Notice of Appearance | Filing | | 01/23/2024-12:55 | | |
| Kille, Marilyn | NEF(08-24-2023 03:50:04 PM)
Order/Other | Filing | | 08/24/2023-15:50 | | |
| Kille, Marilyn | Consent Confidentiality Order | Order | | 08/24/2023-15:50 | | |
| Kille, Marilyn | NEF(08-24-2023 12:04:24 PM)
Order/Order Cover Sheet \$25.... | Filing | | 08/24/2023-12:08 | | |
| Kille, Marilyn | Order/Order Cover Sheet \$25.00 | Filing | | 08/24/2023-12:04 | | |
| Kille, Marilyn | NEF(08-24-2023 11:35:03 AM)
Motion/Other | Filing | | 08/24/2023-11:59 | | |
| Kille, Marilyn | Consent Motion for Confidentiality Order | Motion | | 08/24/2023-11:35 | 08/24/2023-11:35 | |
| Bradley Plumbing And Heating Inc | NEF(08-16-2023 03:18:49 PM)
Order/Scheduling Order | Filing | | 08/16/2023-15:19 | | |
| Bradley Plumbing And Heating Inc | Amended Consent Scheduling Order | Order | | 08/16/2023-15:18 | | |
| Bradley Plumbing And Heating Inc | NEF(08-14-2023 04:11:11 PM)
Order/Order Cover Sheet \$25.... | Filing | | 08/14/2023-16:15 | | |
| Bradley Plumbing And Heating Inc | Order/Order Cover Sheet \$25.00 | Filing | | 08/14/2023-16:11 | | |
| Sp Of Augusta Llc | NEF(06-28-2023 10:19:00 AM)
Notice/Notice of Appearance | Filing | | 06/28/2023-10:23 | | |
| Sp Of Augusta Llc | Notice/Other | Filing | | 06/28/2023-10:19 | | |
| Sp Of Augusta Llc | Notice/Notice of Appearance | Filing | | 06/28/2023-10:19 | | |
| Bradley Plumbing And Heating Inc | NEF(06-22-2023 02:34:50 PM)
Notice/Other | Filing | | 06/22/2023-14:43 | | |
| Bradley Plumbing And Heating Inc | Notice of Transfer within Firm | Filing | | 06/22/2023-14:34 | | |
| Sp Of Augusta Llc | ADR/Notice of ADR | Action | | 05/25/2023-09:49 | | |
| Bell, Jordan Taylor | 6/13/2023_MOTION_Roster/Notice of Motions Roster Publication | Action | | 05/10/2023-10:27 | | |
| Floyd, James L. III | 6/13/2023_MOTION_Roster/Notice of Motions Roster Publication | Action | | 05/10/2023-10:27 | | |
| Nanney, Lee Harrison | 6/13/2023_MOTION_Roster/Notice of Motions Roster Publication | Action | | 05/10/2023-10:27 | | |
| Davies, Sterling Graydon | 6/13/2023_MOTION_Roster/Notice of Motions Roster Publication | Action | | 05/10/2023-10:27 | | |
| Towle, Monica Bracey | 6/13/2023_MOTION_Roster/Notice of Motions Roster Publication | Action | | 05/10/2023-10:27 | | |
| Tate, Ronald G. Jr. | 6/13/2023_MOTION_Roster/Notice of Motions Roster Publication | Action | | 05/10/2023-10:27 | | |
| Grainger Brown, Stephanie Paige | 6/13/2023_MOTION_Roster/Notice of Motions Roster Publication | Action | | 05/10/2023-10:27 | | |
| Intagliata, Aimee Alyse | 6/13/2023_MOTION_Roster/Notice of Motions Roster Publication | Action | | 05/10/2023-10:27 | | |
| Bradley Plumbing And Heating Inc | NEF(03-21-2023 11:53:00 AM)
Motion/Compel | Filing | | 03/21/2023-12:34 | | |
| Bradley Plumbing And Heating Inc | Motion/Compel | Motion | | 03/21/2023-11:53 | 05/17/2023-11:53 | |

SP Augusta v. Kille - Record on Appeal p. 267

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|---|---|--------|--|------------------|------------------|--|
| Heating Inc | | | | | | |
| Sp Of Augusta Llc | NEF(03-02-2023 01:44:42 PM)
Order/Scheduling Order | Filing | | 03/02/2023-13:45 | | |
| Sp Of Augusta Llc | Order/Scheduling Order | Order | | 03/02/2023-13:44 | | |
| Floyd, James L. III | 3/28/2023_MOTION_Roster/Notice of Motions Roster Publication | Action | | 02/28/2023-13:56 | | |
| Bell, Jordan Taylor | 3/28/2023_MOTION_Roster/Notice of Motions Roster Publication | Action | | 02/28/2023-13:56 | | |
| Grainger Brown, Stephanie Paige | 3/28/2023_MOTION_Roster/Notice of Motions Roster Publication | Action | | 02/28/2023-13:56 | | |
| Intagliata, Aimee Alyse | 3/28/2023_MOTION_Roster/Notice of Motions Roster Publication | Action | | 02/28/2023-13:56 | | |
| Tate, Ronald G. Jr. | 3/28/2023_MOTION_Roster/Notice of Motions Roster Publication | Action | | 02/28/2023-13:56 | | |
| Davies, Sterling Graydon | 3/28/2023_MOTION_Roster/Notice of Motions Roster Publication | Action | | 02/28/2023-13:56 | | |
| Towle, Monica Bracey | 3/28/2023_MOTION_Roster/Notice of Motions Roster Publication | Action | | 02/28/2023-13:56 | | |
| Nanney, Lee Harrison | 3/28/2023_MOTION_Roster/Notice of Motions Roster Publication | Action | | 02/28/2023-13:56 | | |
| Bradley Plumbing And Heating Inc | NEF(02-28-2023 12:32:13 PM)
Order/Scheduling Order | Filing | | 02/28/2023-12:32 | | |
| Bradley Plumbing And Heating Inc | Order/Scheduling Order | Order | | 02/28/2023-12:32 | | |
| Bradley Plumbing And Heating Inc | NEF(02-27-2023 03:16:29 PM)
Order/Order Cover Sheet \$25.... | Filing | | 02/27/2023-16:00 | | |
| Bradley Plumbing And Heating Inc | Order/Order Cover Sheet \$25.00 | Filing | | 02/27/2023-15:16 | | |
| Sp Of Augusta Llc | NEF(02-24-2023 09:49:02 AM)
ADR/Notice of ADR | Filing | | 02/24/2023-09:53 | | |
| Sp Of Augusta Llc | ADR/Alternative Dispute Resolution (Workflow) | Action | | 02/08/2023-14:53 | 05/25/2023-14:53 | |
| Sp Of Augusta Llc | NEF(12-19-2022 03:14:50 PM)
Motion/Compel | Filing | | 12/19/2022-15:47 | | |
| Sp Of Augusta Llc | Service/Certificate Of Service | Filing | | 12/19/2022-15:14 | | |
| Sp Of Augusta Llc | Motion/Compel | Motion | | 12/19/2022-15:14 | 03/27/2023-15:14 | |
| Bradley Plumbing And Heating Inc | NEF(10-20-2022 10:23:20 AM)
Answer/Answer | Filing | | 10/20/2022-10:29 | | |
| Bradley Plumbing And Heating Inc | Answer/Answer | Filing | | 10/20/2022-10:23 | | |
| Bradley Plumbing And Heating Inc | NEF(10-20-2022 10:15:01 AM)
Notice/Notice of Appearance | Filing | | 10/20/2022-10:16 | | |
| Bradley Plumbing And Heating Inc | Notice/Notice of Appearance | Filing | | 10/20/2022-10:15 | | |
| Duraclean Systems Incorporated Of North Augusta | NEF(10-12-2022 10:02:43 AM)
Answer/Answer and Jury Deman... | Filing | | 10/12/2022-10:10 | | |
| Duraclean Systems Incorporated Of North Augusta | Answer/Answer and Jury Demand | Filing | | 10/12/2022-10:02 | | |

SP Augusta v. Kille - Record on Appeal p. 268

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|--|--|---------------|--|-------------------------|--|---|
| Duraclean Systems Incorporated Of North Augusta | NEF(09-26-2022 04:55:34 PM) Notice/Notice of Appearance | Filing | | 09/26/2022-16:56 | |  |
| Duraclean Systems Incorporated Of North Augusta | Notice/Notice of Appearance | Filing | | 09/26/2022-16:55 | | |
| Sp Of Augusta Llc | NEF(08-29-2022 12:03:12 PM) Reply/Reply to Counterclaim | Filing | | 08/29/2022-12:14 | |  |
| Sp Of Augusta Llc | Notice/Notice of Appearance | Filing | | 08/29/2022-12:03 | | |
| Sp Of Augusta Llc | Service/Certificate Of Service | Filing | | 08/29/2022-12:03 | |  |
| Sp Of Augusta Llc | Reply/Reply to Counterclaim | Filing | | 08/29/2022-12:03 | |  |
| Sp Of Augusta Llc | NEF(08-29-2022 11:59:40 AM) Notice/Notice of Appearance | Filing | | 08/29/2022-12:00 | |  |
| Sp Of Augusta Llc | Notice/Notice of Appearance | Filing | | 08/29/2022-11:59 | | |
| Kille, Marilyn | NEF(08-22-2022 01:46:52 PM) Answer/Answer and Third Part... | Filing | | 08/22/2022-14:06 | |  |
| Kille, Marilyn | Answer/Answer and Third Party Summons and Complaint | Filing | | 08/22/2022-13:46 | |  |
| Sp Of Augusta Llc | Summons & Complaint | Filing | | 07/13/2022-11:26 | |  |

RE: SP of Augusta v. Kille, App. Case No. 2025-001812

From Brooks K. Hudson <BHudson@hullbarrett.com>

Date Thu 10/23/2025 9:46 AM

To Drew Radeker <Drew@radekerlaw.com>; Ron Tate <Rtate@gwblawfirm.com>

Cc sdavies@mgclaw.com <sdavies@mgclaw.com>; keely.mccoy@mgclaw.com <keely.mccoy@mgclaw.com>; jbell@hallboothsmith.com <jbell@hallboothsmith.com>; Christopher A. Cospers <CCospers@hullbarrett.com>; richards.hundley@walltempleton.com <richards.hundley@walltempleton.com>; morgan.templeton@walltempleton.com <morgan.templeton@walltempleton.com>; Marilyn Kille <Mmkille@icloud.com>

Drew –

Per my recollection, those were the only 2.

Thanks,
Brooks

Hull Barrett, PC
Brooks K. Hudson, Partner
801 Broad Street, 7th Floor * Augusta, Georgia 30901
T: 706-722-4481 * F: 706-722-9779
Bhudson@HullBarrett.com

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Confidentiality Notice: This message (and any attachments) may be confidential and may contain privileged information. If you have received this message in error, please notify the sender immediately and delete it (and any attachments) without reading, copying or further distributing the same.

From: Drew Radeker <Drew@radekerlaw.com>

Sent: Thursday, October 23, 2025 9:44 AM

To: Ron Tate <Rtate@gwblawfirm.com>

Cc: Brooks K. Hudson <BHudson@hullbarrett.com>; sdavies@mgclaw.com; keely.mccoy@mgclaw.com; jbell@hallboothsmith.com; Christopher A. Cospers <CCospers@hullbarrett.com>; richards.hundley@walltempleton.com; morgan.templeton@walltempleton.com; Marilyn Kille <Mmkille@icloud.com>

Subject: Re: SP of Augusta v. Kille, App. Case No. 2025-001812

I hate to keep bothering y'all about this, but I have what I think is only one more question: Was there any hearing held in this case after the April 14 status conference but before the September 15 hearing (and, if so, when was it)? The record in the public index looks like there was not.

Thanks.

Drew Radeker

Sent from my iPhone - please excuse any typos

SP Augusta v. Kille - Record on Appeal p. 270

On Oct 22, 2025, at 3:37 PM, Drew Radeker <Drew@radekerlaw.com> wrote:

Ron, thanks. I think that's what I needed to know.

Drew Radeker

Sent from my iPhone - please excuse any typos

On Oct 22, 2025, at 2:45 PM, Ron Tate <Rtate@gwblawfirm.com> wrote:

Drew,

The status conference was in the courtroom, but I have no recollection it was recorded. As I recall there were other matters going on at the time so there might have been a court reporter present.

<image001.jpg>

Ronald G. Tate, Jr.

Partner

Rtate@gwblawfirm.com

Gallivan, White & Boyd P.A.

55 Beattie Place | Suite 1200 | Greenville SC 29601

864 271 5361 Direct | [864 271 9580](tel:8642719580) Main | 864 271 7502 Fax

Mailing Post Office Box 10589 | Greenville SC 29603

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This message is from the law firm Gallivan, White & Boyd, PA and may be a confidential and privileged legal communication to the named recipient(s). If you receive this message in error or are not the named recipient(s), please notify the sender and delete this email. Thank you.

From: Drew Radeker <Drew@radekerlaw.com>

Sent: Wednesday, October 22, 2025 2:02 PM

To: Brooks K. Hudson <BHudson@hullbarrett.com>

Cc: sdavies@mgclaw.com; keely.mccoy@mgclaw.com; Ron Tate <Rtate@gwblawfirm.com>; jbell@hallboothsmith.com; Christopher A. Cosper <CCosper@hullbarrett.com>; richards.hundley@walltempleton.com; morgan.templeton@walltempleton.com; Marilyn Kille <Mmkille@icloud.com>

Subject: Re: SP of Augusta v. Kille, App. Case No. 2025-001812

CAUTION: EXTERNAL EMAIL ORIGINATING OUTSIDE OF GWB'S EMAIL SYSTEM

Brooks, you need not apologize, though I appreciate the thought.

Guys, was this done as a status conference in judge's chambers? In the courtroom? Just trying to figure out if it's possible to get a transcript.

Thank you.

SP Augusta v. Kille - Record on Appeal p. 271

Drew Radeker

Radeker Law, P.A.

appeals • litigation & trial support • mediation • judgments • special referee

Post Office Box 6903, Columbia, SC 29260 • (803) 500-0891

www.radekerlaw.com • drew@radekerlaw.com

From: Brooks K. Hudson <BHudson@hullbarrett.com>
Sent: Wednesday, October 22, 2025 12:54 PM
To: Drew Radeker <Drew@radekerlaw.com>
Cc: sdavies@mgclaw.com <sdavies@mgclaw.com>; keely.mccoy@mgclaw.com <keely.mccoy@mgclaw.com>; rtate@gwblawfirm.com <rtate@gwblawfirm.com>; jbelle@hallboothsmith.com <jbelle@hallboothsmith.com>; Christopher A. Cospers <CCospers@hullbarrett.com>; richards.hundley@walltempleton.com <richards.hundley@walltempleton.com>; Morgan.Templeton@walltempleton.com <Morgan.Templeton@walltempleton.com>; Marilyn Kille <Mmkille@icloud.com>
Subject: Re: SP of Augusta v. Kille, App. Case No. 2025-001812

Drew -

Apologies for not responding earlier. I am unaware if the proceedings in April were recorded. Perhaps one of the other attorneys present will know the answer to your inquiry.

Thanks,
Brooks

Sent from my iPhone

On Oct 22, 2025, at 12:48 PM, Drew Radeker <Drew@radekerlaw.com> wrote:

Counsel:

Just following up and hoping for answers to these questions. If I don't hear from you, I will just send in a transcript request for proceedings on April 14 and see what happens.

Thank you.

Drew Radeker

Radeker Law, P.A.

SP Augusta v. Kille - Record on Appeal p. 272

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Post Office Box 6903, Columbia, SC 29260 • (803) 500-0891

www.radekerlaw.com • drew@radekerlaw.com

From: Drew Radeker <Drew@radekerlaw.com>
Sent: Monday, October 20, 2025 1:49 PM
To: sdavies@mgclaw.com <sdavies@mgclaw.com>;
keely.mccoy@mgclaw.com <keely.mccoy@mgclaw.com>;
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jbelle@hallboothsmith.com <jbelle@hallboothsmith.com>;
ccosper@hullbarrett.com <ccosper@hullbarrett.com>;
bhudson@hullbarrett.com <bhudson@hullbarrett.com>;
richards.hundley@walltempleton.com
<richards.hundley@walltempleton.com>;
morgan.templeton@walltempleton.com
<morgan.templeton@walltempleton.com>
Cc: Marilyn Kille <Mmkille@icloud.com>
Subject: Re: SP of Augusta v. Kille, App. Case No. 2025-001812

Counsel, good afternoon. I hope you're each doing well. I write to ask a few questions to clarify what more I need to do right now.

1. I am informed that the proceeding that resulted in the July 18 order that is being appealed was a status conference Judge Pope held on April 14, 2025. Have I got any of that wrong?
2. Was there a court reporter at that proceeding?
3. If there was no court reporter, were the proceedings recorded (under the new system for that or otherwise) so that they can be transcribed?

Thank you. I look forward to working with you on this appeal.

Drew Radeker

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From: Drew Radeker
Sent: Monday, October 20, 2025 1:43 PM
To: Court Of Appeals Filings <ctappfilings@sccourts.org>
Cc: Marilyn Kille <Mmkille@icloud.com>; sdavies@mgclaw.com
<sdavies@mgclaw.com>; keely.mccoy@mgclaw.com
<keely.mccoy@mgclaw.com>; rtate@gwblawfirm.com
<rtate@gwblawfirm.com>; jbell@hallboothsmith.com
<jbell@hallboothsmith.com>; ccosper@hullbarrett.com
<ccosper@hullbarrett.com>; bhudson@hullbarrett.com
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<richards.hundley@walltempleton.com>;
morgan.templeton@walltempleton.com
<morgan.templeton@walltempleton.com>
Subject: SP of Augusta v. Kille, App. Case No. 2025-001812

Good afternoon. Attached is my notice of appearance for the appellant in this case, along with proof of service of the same. Please file these documents.

I saw a number of letters in the court's file requesting corrections and/or additional information. My client advises that your office has informed her that she has satisfied all those requests. If there are any remaining deficiencies or unsatisfied requests for information, please let me know as soon as you can what they are and give me a little time to correct them.

There may need to be an additional transcript ordered, and I am trying to get the information to determine that now.

Thank you. Of course, if you need anything else or have any questions or concerns, please do not hesitate to contact me.

Drew Radeker

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SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM AIKEN COUNTY
Court of Common Pleas
Courtney Clyburn Pope, Circuit Judge

App. Case No. 2025-001812

SP of Augusta, LLC,Respondent,

v.

Marilyn Kille,Appellant,

AND

Marilyn Kille,Appellant,

v.

Bradley Plumbing and Heating, Inc., Duraclean Systems Incorporated or North
Augusta and John Does 1 Through 10,Respondents.

CERTIFICATE OF COUNSEL

I certify that the record on appeal contains all material proposed to be included
by any of the parties and not any other material.

Respectfully submitted,

/s/ Andrew S. Radeker
Andrew S. Radeker
S.C. Bar No. 73743
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Attorney for Appellant

March 24, 2026