

RECEIVED
Jun 29 2026
SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM LEXINGTON COUNTY
Court of Common Pleas

Bentley Price, Circuit Court Judge

Case No. 2024-000420

Crescent Roofing & Remodeling, LLC, Respondent,

v.

Eric Ragsdale, Appellant.

APPELLANT'S RESPONSE TO THE COURT'S
ORDER DATED JUNE 09 2026

The Appellant moves by Order of the Honorable Court, dated June 09, 2026, directing a *“proof of service for the record on appeal.”* Appellant in the attempt to demonstrate with reasonable justification but with personal confusion as to the directive of this Court. The Appellant filed and was granted by this Honorable Court's discretion for a sixty (60) day extension of time to continue to prepare brief granted and due April 7, 2025¹, affording Appellant the opportunity in accordance with the requirements pursuant to South Carolina Appellant Court Rules, (“SCACR”), Rule 208.

The Appellant notified and copied the Court and the Respondent by email of the correspondence requesting the court reporter to provide proof of service of ordered transcript.

¹ See order attached filed March 6, 2025

Appellant in the same, requested the forwarding of original email copy from the court reporter of previously communication that the reporter stipulated delivery of transcript May 9, 2024.²

The transcript of lower Court record was not received by Appellant on that date pursuant 207(5), SCACR, but received by the Appellant on June 11, 2024.³

A clocked in copy from the court is a part of the record of the communication with the court reporter concerning not receiving the transcript dated June 10, 2024, the same date of the Court's correspondence to Appellant of notice of transcript receipt.

The Court in Appellant's lack of understanding of the procedural rules has patently provided, although by order, the guidance in many deficiencies of good faith attempts to adhere to the foreign arena as an unskilled litigant, to preserve the merits of the appeal shadowed by the over complicated anomaly of the mechanical requirements of those of a professional educated required aptitude in the solace for justice and or redress.

The Respondent and Court was served with the record of appeal within the rules and included by email June 16, 2024, that was reference in many of Respondents' pleadings. The court after Appellants practice and accepted by the Respondent, instructed by letter dated July 10, 2024, referencing a non-lawyer's inability to serve lawyers by email.⁴ By instruction of the required service process of pleadings as a non-lawyer, Appellant provided the Court and the Respondent a certification by U.S. mail, postage prepaid, copy of the same.

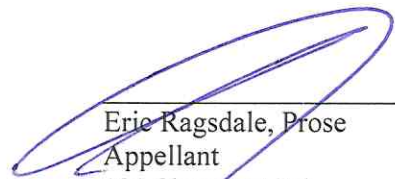
² Clock copy of letter of email communication of record of appeal

³ Notice To Court of Transcript receipt and service on Respondent

⁴ Court letter dated July 10, 2024

The Court in reference noted the additional copy of the record with brief was not required at that time in the correspondence dated, April 23, 2025⁵, in addressing the Appellant's failure to provide a designation of matter. By direction Appellant corrected with other numerous inadequate pleadings. Although by lack of legal education and not by abuse or deliberate non-compliance but by struggle of an attempt to follow the understanding of the rule, Appellate has demonstrated strict compliance to the procedural rules.

The Appellant served the RESPONSE TO THE COURT'S ORDER DATED JUNE 09, 2026, by electronic mail to Robert Sam Phillips, by U.S. mail, postage prepaid, attorney of record in the above-captioned matter, with proof of service.



Eric Ragsdale, Prose
Appellant
121 Shumpert Rd
West Columbia S.C. 29172
Ericragsdale60@gmail.com
803 309-0539

June 28, 2026.

⁵ Letter from the court dated April 23 2025

The South Carolina Court of Appeals

Crescent Roofing & Remodeling, LLC, Respondent,

v.

Eric Ragsdale, Appellant.

Appellate Case No. 2024-000420

The Honorable Bentley Price
Lexington County
Trial Court Case No. 2022CP3203934

ORDER

The appellant filed a motion for an extension of time to serve and file the appellant's initial brief and designation of matter and to waive the filing fee for this motion. The motion is Granted. The time for serving and filing the appellant's initial brief and designation of matter will expire on April 7, 2025. No further extensions will be granted absent extraordinary circumstances.

FOR THE COURT
BY Catherine Harrison, Deputy
CLERK

Columbia, South Carolina

cc:
Eric Ragsdale
Robert Sam Phillips, Esquire

FILED
Mar 06 2025

RECEIVED

Apr 18 2024

SC Court of Appeals

April 18, 2024

The Honorable Jenny Abbott Kitchings
Clerk, South Carolina Court of Appeals
Post Office Box 11629
Columbia, South Carolina 29211
ctappfilings@sccourts.org
(Electronic Filing)

RE: Eric Ragsdale, Appellate v Crescent Roofing & Remodeling, LLC
Respondent, Case # 2024-000420

Dear Ms. Kitchings:

Enclosed for filing is correspondence served on the opposing counsel in the above case. Also enclosed are the following:

- (1) Proof of service on the respondent[s].
- (2) Copies of the email communication concerning transcript for appeal.

Sincerely,
s/ Eric Ragsdale
Eric Ragsdale, Pro'se
121 Shumpert Rd
West Columbia S.C., 29172
803 309-0539
ericragsdale60@gmail.com
Pro'se Appellant

cc: By Electronic Mail
sam@phillipsfirm.net
Robert B. (Sam) Phillips
The Phillips Firm, LLC
1025 Calhoun Street, Box 3
Columbia, South Carolina 29201
(803) 726-4269
Attorney for Respondent



The South Carolina Court of Appeals

JENNY ABBOTT KITCHINGS
CLERK

CATHERINE S. HARRISON
CHIEF DEPUTY CLERK

POST OFFICE BOX 11629
COLUMBIA, SOUTH CAROLINA 29211
1220 SENATE STREET
COLUMBIA, SOUTH CAROLINA 29201
TELEPHONE: (803) 734-1890
FAX: (803) 734-1839
www.sccourts.org

July 10, 2024

Eric Ragsdale
121 Shumpert Rd.
West Columbia SC 29172

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

Dear Mr. Ragsdale:

Upon reviewing your motion for an extension of time, the following deficiencies have been noted under the South Carolina Appellate Court Rules (SCACR), and each deficiency must be corrected within ten (10) days of the date of this letter or your filing will not be considered:

- The accompanying proof of service is not in compliance with the SCACR. Pursuant to Rule 262(c)(3), SCACR, and *Re: Methods of Electronic Filing & Service Under Rule 262 of the South Carolina Appellate Court Rules*, S.C. Sup. Ct. Order dated May 6, 2022, only lawyers admitted to practice in South Carolina may serve other lawyers using the lawyer's primary email address in AIS. You must provide a proof of service stating that a copy of your motion has been mailed to opposing counsel.
- The required filing fee has not been submitted. The correct filing fee is \$50.00.

Very truly yours,


CLERK

cc: Robert Sam Phillips, Esquire



The South Carolina Court of Appeals

JENNY ABBOTT KITCHINGS
CLERK

CATHERINE S. HARRISON
CHIEF DEPUTY CLERK

POST OFFICE BOX 11629
COLUMBIA, SOUTH CAROLINA 29211
1220 SENATE STREET
COLUMBIA, SOUTH CAROLINA 29201
TELEPHONE: (803) 734-1890
FAX: (803) 734-1839
www.sccourts.org

April 23, 2025

Eric Ragsdale
121 Shumpert Rd.
West Columbia SC 29172

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

Dear Mr. Ragsdale:

Upon reviewing your appellant's initial brief, the following deficiency has been noted under the South Carolina Appellate Court Rules (SCACR), and this deficiency must be corrected within ten (10) days of the date of this letter or this matter will be dismissed:

- The initial brief is not accompanied by a designation of matter to be included in the record on appeal as required by Rule 209, SCACR.
- The copy of the transcript and additional attachments to the appellant's initial brief are not needed at this time. No further action will be taken on these attachments.

Very truly yours,

Catherine Harrison, Deputy
CLERK

cc: Robert Sam Phillips, Esquire

RECEIVED

Jun 17 2024

SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM LEXINGTON COUNTY
Court of Common Pleas

Bentley Price, Circuit Court Judge

Case No. 2024-000420

Crescent Roofing & Remodeling, LLC, Respondent,

v.

Eric Ragsdale, Appellant.

NOTICE TO COURT OF TRANSCRIPT RECEIPT
ON JUNE 11, 2024 PER RULE 207

The Appellant demonstrates and certifies pursuant to rule 207 of the South Carolina Appellant Court Rules, by the attached correspondence of the discourse with the circuit court reporter at large, that an electronic copy of the transcript was not received until June 11, 2024.

The Appellant copied the court of the correspondence requesting from the court reporter proof of service or the forwarding of original copy the court reporter stipulated delivery of transcript May 9, 2024, that was not received by Appellant on that date pursuant 207(5).

A clocked in copy from the court attached, of communication with the court reporter of the correspondence concerning not receiving the transcript dated June 10, 2024, the same date of the Court's correspondence to Appellant of notice of transcript receipt.

The Appellant certifies correspondence of transcript communication, served June 16, 2024, by electronic mail to Robert Sam Phillips, sam@phillipsfirm.net, attorney of record in the

above-captioned matter, with proof of service.

s/ Eric Ragsdale
Eric Ragsdale, Defendant
Pro'se
121 Shumpert Rd
West Columbia S.C., 29172
803 309-0539
ericragsdale60@gmail.com

June 16, 2024.

RECEIVED

Jun 10 2024

SC Court of Appeals

From: Eric Ragsdale
To: Green, Pamela E.
Cc: Court Of Appeals Filings; Transcripts
Subject: Eric Ragsdale v. Crescent Roofing 2024-000420
Date: Monday, June 10, 2024 10:34:26 PM

*** **EXTERNAL EMAIL:** This email originated from outside the organization. Please exercise caution before clicking any links or opening attachments. ***

Mrs Green,

As indicated, I received as shown in the picture a postal money order Saturday the 7th due my arrival from being out of town attending a death in the family and getting mail today before Monday's mail, that was dated May 20, 2024, in regular US uncertified mail.

I am not sure of the delay but just checking to see if it went out late by mistake in hopes to determine if and how this mail was delayed for this amount of time.

You stipulated the transcript was delivered to me on 5/18/2024, but I have not received.

Please provide by forwarding the former email on 5/18/24, that I did not receive with the transcript while requiring a read receipt request for assurance I receive.

Also a copy of the certificate of delivery since I have to ask the court for an extension to prepare a brief in light of the technical failure of not receiving.

By copy of this email I am serving the court until I can provide a formal request of an extension of time and serve the opposing counsel of record.

Kind regards,
Eric Ragsdale

On Mon, Jun 10, 2024 at 9:33 PM Green, Pamela E. <PGreen@sccourts.org> wrote:

I did not need an extension to get this transcript to you. I received payment from you on 4/18/24. That is the date that the 60 days starts for me to get this transcript to you. This transcript was delivered to you on 5/18/24. That was well within the 60 days.

Pamela E. Green

Circuit Court Reporter

At-Large

From: Eric Ragsdale <ericragsdale60@gmail.com>

Sent: Monday, June 10, 2024 10:24 AM

To: Green, Pamela E. <PGreen@sccourts.org>

Subject: Re: Crescent Roofing v. Eric Ragsdale

*** **EXTERNAL EMAIL:** This email originated from outside the organization. Please exercise caution before clicking any links or opening attachments. ***

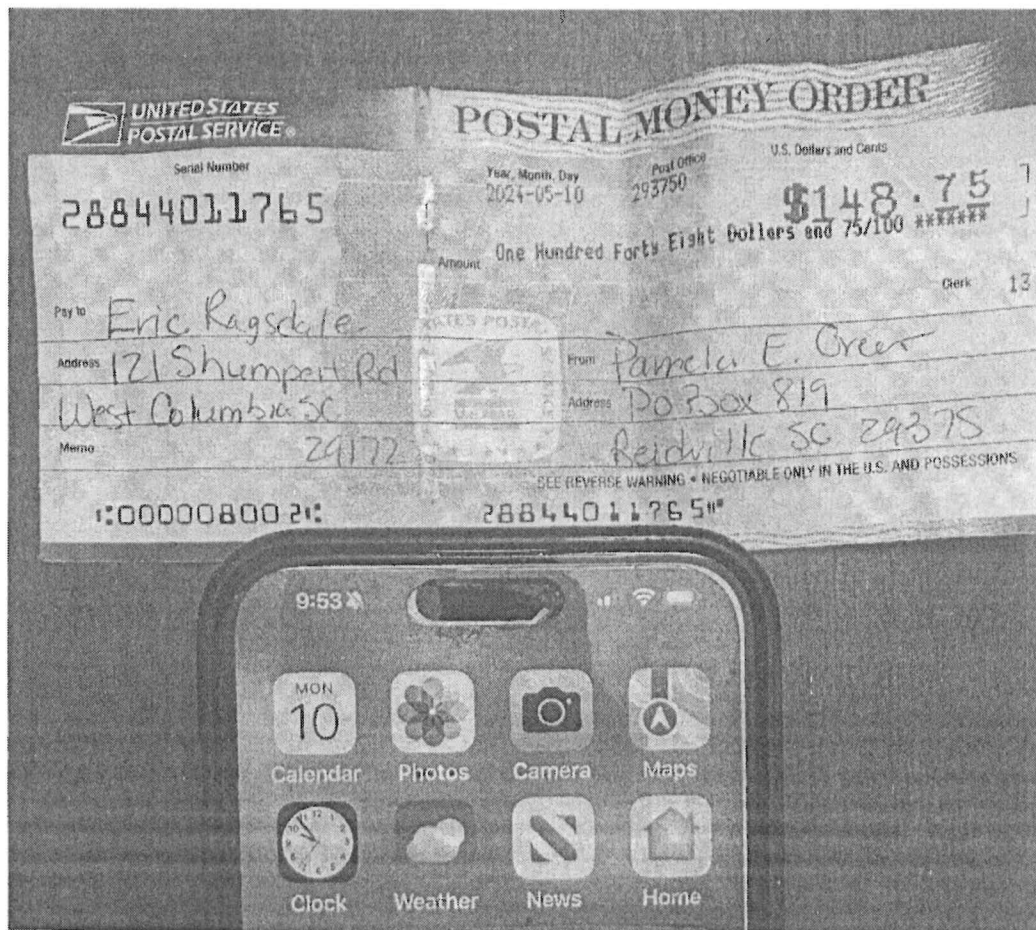
On Mon, Jun 10, 2024 at 9:51 AM Eric Ragsdale <ericragsdale60@gmail.com> wrote:
Mrs Green

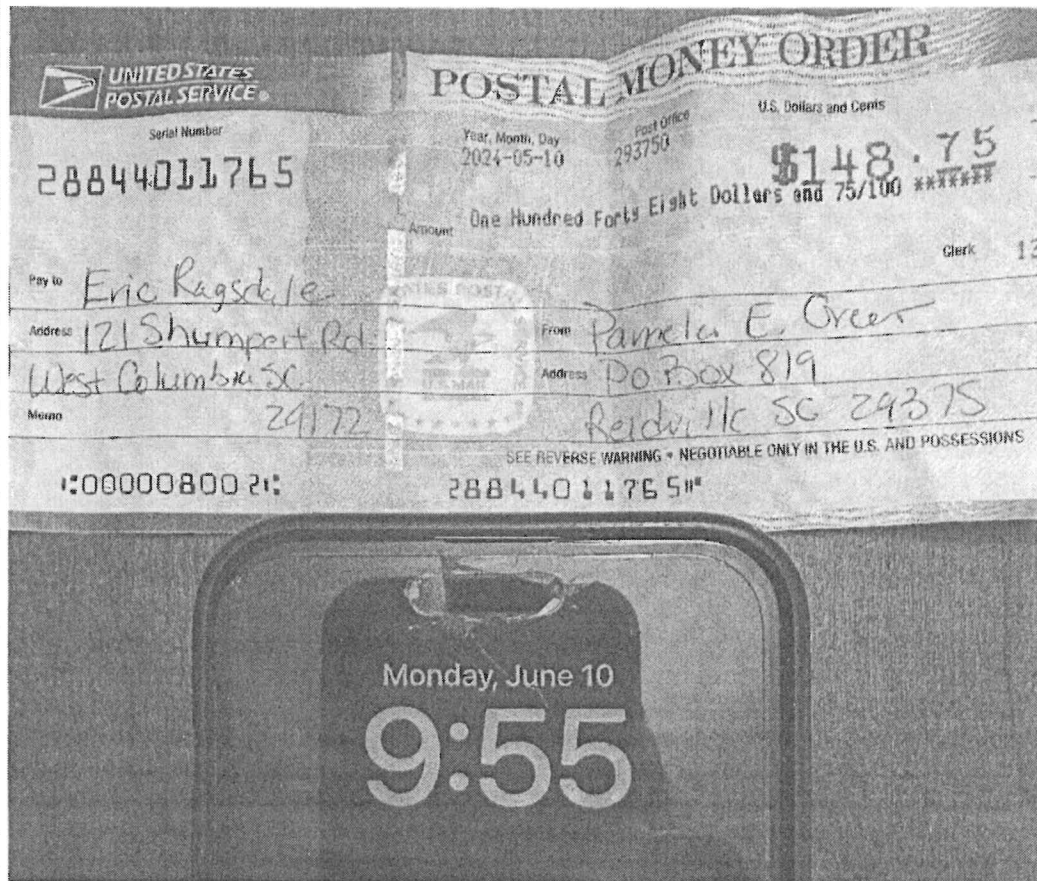
I received a postal money order from you when I was out of town that was in our mail box Saturday the 7th of June, for 148.75 dated May 10, 2024.

Date reflects a month's difference from receiving, is this correct?

I tried to contacted the court last week without success of a return call to inquire about an extension of time. Then I read you would do that if necessary for preparation of transcripts.

Thank you
Eric Ragsdale





On Fri, Apr 12, 2024 at 6:59 PM Eric Ragsdale <ericragsdale60@gmail.com> wrote:

On Sun, Mar 24, 2024 at 5:03 PM Green, Pamela E. <PGreen@sccourts.org> wrote:
Mr. Ragsdale,

I have been asked by Court Administration to prepare the above referenced transcript. I can only give you an estimate of the cost for this transcript. It looks like the hearing lasted for about 40 minutes. That would usually be about a 50 page transcript.

If you wish to receive this transcript, please send a money order or cashier's check to my address of PO Box 819 Reidville SC 29375 and I will prepare this for you when I receive the payment. Thank you.

Pamela E. Green
Circuit Court Reporter

At-Large

~~~ CONFIDENTIALITY NOTICE ~~~ This message is intended only for the addressee and may contain information that is confidential. If you are not the intended recipient, do not read, copy, retain, or disseminate this message or any attachment. If you have received this message in error, please contact the sender immediately and delete all copies of the message and any attachments.



Eric Ragsdale <ericragsdale60@gmail.com>

---

## Transcript that was delivered

1 message

---

**Green, Pamela E.** <PGreen@sccourts.org>

Tue, Jun 11, 2024 at 9:08 AM

To: Eric Ragsdale <ericragsdale60@gmail.com>, Court Of Appeals Filings <ctappfilings@sccourts.org>, Transcripts <transcripts@sccourts.org>

Cc: "Holmes, Tammie" <tholmes@sccourts.org>

Mr. Ragsdale,

As I told you last night, this transcript was delivered to you on 5/9/24 at 8:16 a.m. by email as you requested. It is in the email thread that you sent to me last night where you sent me a copy of the money order that I sent to you.

I have no idea why the money order I sent you returning an overpayment to you took so long to get to you. I do not work for the post office. Feel free to ask them if you have a problem with how long it took for you to receive that in the mail.

As a courtesy to you, I have attached another copy of this transcript for you. If you wish to have any further communication about this transcript, please feel free to reach out to Court Administration.

*Pamela E. Green*

Circuit Court Reporter

At-Large

~~~ CONFIDENTIALITY NOTICE ~~~ This message is intended only for the addressee and may contain information that is confidential. If you are not the intended recipient, do not read, copy, retain, or disseminate this message or any attachment. If you have received this message in error, please contact the sender immediately and delete all copies of the message and any attachments.



Crescent Roofing v. Eric Ragsdale.pdf

80K



POSTAL MONEY ORDER

Serial Number

28844011765

Year, Month, Day
2024-05-10

Post Office
293750

U.S. Dollars and Cents

\$148.75 *****

Amount

One Hundred Forty Eight Dollars and 75/100

Clerk

13

Pay to

Eric Ragsdale

Address

121 Shumpert Rd
West Columbia SC
29172

From

Pamela E. Green

Address

P.O. Box 819
Reidville SC 29375

Memo

SEE REVERSE WARNING • NEGOTIABLE ONLY IN THE U.S. AND POSSESSIONS

⑆000008002⑆

28844011765⑈





UNITED STATES
POSTAL SERVICE®

Serial Number

28844011765

POSTAL MONEY ORDER

U.S. Dollars and Cents

Year, Month, Day

2024-05-10

Post Office

293750

\$148.75

Amount

One Hundred Forty Eight Dollars and 75/100 *****

Clerk

1

Pay to

Eric Ragsdale

Address

121 Shumpert Rd
West Columbia SC

Zip

29172

From

Pamela E. Green

Address

PO Box 819

Reidville SC 29375

SEE REVERSE WARNING • NEGOTIABLE ONLY IN THE U.S. AND POSSESSIONS

⑆00000800⑆

28844011765⑈

Monday, June 10

9:55



Eric Ragsdale <ericragsdale60@gmail.com>

Crescent Roofing v. Eric Ragsdale

Green, Pamela E. <PGreen@sccourts.org>
To: Eric Ragsdale <ericragsdale60@gmail.com>

Mon, Jun 10, 2024 at 9:32 PM

I did not need an extension to get this transcript to you. I received payment from you on 4/18/24. That is the date that the 60 days starts for me to get this transcript to you. This transcript was delivered to you on 5/18/24. That was well within the 60 days.

Pamela E. Green
Circuit Court Reporter
At-Large

From: Eric Ragsdale <ericragsdale60@gmail.com>
Sent: Monday, June 10, 2024 10:24 AM
To: Green, Pamela E. <PGreen@sccourts.org>
Subject: Re: Crescent Roofing v. Eric Ragsdale

*** **EXTERNAL EMAIL:** This email originated from outside the organization. Please exercise caution before clicking any links or opening attachments. ***

[Quoted text hidden]



Eric Ragsdale <ericragsdale60@gmail.com>

Crescent Roofing v. Eric Ragsdale

Green, Pamela E. <PGreen@sccourts.org>
To: Eric Ragsdale <ericragsdale60@gmail.com>

Mon, Jun 10, 2024 at 10:44 PM

It is right below in the email string on 5/9/24. I typed in the wrong date. Sorry about that.

If you have a problem with when you received that money order, you need to talk to the Post Office. I have no control over what they do.

Pam Green

From: Green, Pamela E. <PGreen@sccourts.org>
Sent: Monday, June 10, 2024 9:32 PM
To: Eric Ragsdale <ericragsdale60@gmail.com>

[Quoted text hidden]

[Quoted text hidden]



Eric Ragsdale <ericragsdale60@gmail.com>

Crescent Roofing v. Eric Ragsdale

Eric Ragsdale <ericragsdale60@gmail.com>

Mon, Jun 10, 2024 at 10:53 PM

To: "Green, Pamela E." <PGreen@sccourts.org>

Never said you did, trying to determine the delay. Again I did not receive transcript and do not see in the string of this email

[Quoted text hidden]

RECEIVED

Jun 17 2024

SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM LEXINGTON COUNTY
Court of Common Pleas

Bentley Price, Circuit Court Judge

Case No. 2024-000420

Crescent Roofing & Remodeling, LLC, Respondent,

v.

Eric Ragsdale, Appellant.

PROOF OF SERVICE

I certify that I have served correspondence of transcript communication by electronic mail, June 16, 2024, to Robert Sam Phillips, sam@phillipsfirm.net, attorney of record in the above-captioned matter.

June 16, 2024.

s/ Eric Ragsdale
Eric Ragsdale, Defendant
Pro'se
121 Shumpert Rd
West Columbia S.C., 29172
803 309-0539
ericragsdale60@gmail.com

RECEIVED

Jun 17 2024

SC Court of Appeals

June 16, 2024

The Honorable Jenny Abbott Kitchings
Clerk, South Carolina Court of Appeals
Post Office Box 11629
Columbia, South Carolina 29211
ctappfilings@sccourts.org
(Electronic Filing)

RE: Eric Ragsdale, Appellate v Crescent Roofing & Remodeling, LLC
Respondent, Case # 2024-000420

Dear Ms. Kitchings:

Enclosed for the filing is correspondence served on the opposing counsel
in the above case. Also enclosed are the following:

- (1) Proof of service on the respondent[s].
- (2) Copies of the email communication concerning transcript for
appeal.

Sincerely,
s/ Eric Ragsdale
Eric Ragsdale, Pro'se
121 Shumpert Rd
West Columbia S.C., 29172
803 309-0539
ericragsdale60@gmail.com
Pro'se Appellant

cc: By Electronic Mail
sam@phillipsfirm.net
Robert B. (Sam) Phillips
The Phillips Firm, LLC
1025 Calhoun Street, Box 3
Columbia, South Carolina 29201
(803) 726-4269
Attorney for Respondent

1 STATE OF SOUTH CAROLINA)

2 COUNTY OF LEXINGTON)

COURT OF COMMON PLEAS NONJURY

3
4 CRESCENT ROOFING & REMODELING, LLC,)

5 PLAINTIFF,)

6 vs.)

7 ERIC RAGSDALE,)

8 DEFENDANT.)

TRANSCRIPT

OF

RECORD

2022-CP-32-3934

9
10 February 6th, 2024

11
12 B E F O R E:

13 THE HONORABLE BENTLEY D. PRICE, Judge.

14
15 A P P E A R A N C E S:

16 ROBERT B. PHILLIPS

17 ESQ.

Attorney for the Plaintiff

18 ERIC RAGSDALE

19 Pro Se

20
21
22
23 Transcribed by Pamela E. Green, from
24 WebEx
25

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

I N D E X

(WHEREUPON, there were no exhibits marked or
testimony taken during this hearing.)

1 P R O C E E D I N G S

2
3 THE COURT: Crescent Roofing & Remodeling versus Eric
4 Ragsdale.

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

8 MR. RAGSDALE: Good afternoon.

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

11 MR. PHILLIPS: Yes, Your Honor.

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

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

16 THE COURT: Yeah.

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

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

21 MR. PHILLIPS: Your Honor, if I could?

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

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

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

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

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

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

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

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

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

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

25 There were 33 interrogatories. They were just the

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

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

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

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

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

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

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

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

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

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

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

25 As to Standard Interrogatory Number 1, who are your

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

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

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

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

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

1 agreed to postpone the mediation.

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

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

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

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

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

1 prove they were done in bad faith.

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

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

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

16 Thank you, Your Honor.

17 THE COURT: All right. Thank you.

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

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

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

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

5 MR. RAGSDALE: Yes, sir.

6 How you doing, Your Honor?

7 THE COURT: Fine.

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

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

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

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

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

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

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

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

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

25 As far as any information that the Court requires for

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

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

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

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

25 Mr. Phillips, just send me an order.

1 MR. PHILLIPS: I will, Your Honor. Appreciate it.
2 THE COURT: Have a good day.
3 MR. PHILLIPS: Thank you, sir.
4
5 * * *END OF REQUESTED TRANSCRIPT OF RECORD* * *
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

RECEIVED
Jun 29 2026
SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM LEXINGTON COUNTY
Court of Common Pleas

Bentley Price, Circuit Court Judge

Case No. 2024-000420

Crescent Roofing & Remodeling, LLC, Respondent,

v.

Eric Ragsdale, Appellant.

PROOF OF SERVICE

I certify that I have provided as copy of the same as to the court, by U.S. Mail, postage prepaid, to the Respondent a Response to the Court Order Dated June 9 2029, including four attachments embodied in response footnotes, to Robert Sam Phillips, 1025 Calhoun St. Box 3, Columbia S.C. 29201, attorney of record in the above-captioned matter.

Witness

Date

Witness

Date

Eric Ragsdale, Appellant Pro'se
121 Shumpert Rd
West Columbia, S.C. 29172
803 309-0539
Ericragsdale60@gmail.com