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SC Court of Appeals

THE STATE OF SOUTH CAROLINA

In The Court of Appeals

APPEAL FROM LEXINGTON COUNTY

Court of Common Pleas

The Honorable Bentley D. Price, Circuit Court Judge

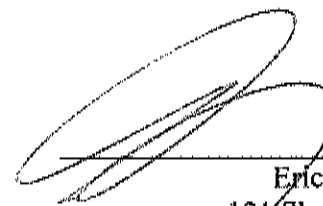
Appellate Case No.: 2024-000420

Crescent Roofing & Remodeling, LLC Respondent,

v.

Eric Ragsdale Appellant.

RECORD ON APPEAL



Eric Ragsdale
121 Shumpert Rd
Columbia, South Carolina 29172
(803) 309-0539
Ericragsdale60@gmail.com
Appellant, pro se

Columbia, SC

September 31, 2026

INDEX

Order dated February 14, 2024	2
Respondent's Complaint and Appellant's Answer and Counterclaim	10
Transcript of the Motion to Compel hearing	16
Response of Defendant to Alternate Dispute Resolution Rule To Show Cause	31
Plaintiff's Reply to Defendant's Request for Sanctions	37

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF LEXINGTON	)	Civil Action No. 2022-CP-32-03934
	)	
Crescent Roofing & Remodeling LLC,	)	
	)	
Plaintiff,	)	ORDER
	)	
v.	)	
	)	
Eric Ragsdale,	)	
	)	
Defendant.	)	
_____	)	

Judge: Hon. Bentley D. Price
Date of Hearing: February 6, 2023 via Webex
Appearance for Plaintiff: Robert B. "Sam" Phillips, Esq.
Appearance for Defendant: Eric Ragsdale, *pro se*.

THIS MATTER came before the Court on the *Plaintiff's Motion to Compel Discovery* and *Plaintiff's Reply to Defendant's Request for ADR Sanctions*, both filed on November 1, 2023 as well as *Plaintiff's Motion for an ADR Extension* filed on November 15, 2023. Plaintiff filed ten (10) common Exhibits on November 1, 2023 that were incorporated into both its *Motion to Compel* and *Reply to Defendant's Request for ADR Sanctions*. Defendant emailed a document to the Court styled *Emergency Motion to Quash Plaintiff's Motion to Compel* late in the evening of February 5, 2023.

HISTORY OF THE CASE

On January 11, 2021, Defendant Eric Ragsdale entered into an agreement with Plaintiff Crescent Roofing & Remodeling LLC to replace the roof and perform some interior painting on Mr. Ragsdale's residence for an agreed upon price of \$21,627.94 plus a contingency to replace rotted wood found underneath the existing roof. Crescent Roofing replaced the roof on January 18-19, 2021 and completed the painting on April 23, 2021. The total cost of the completed work

was \$21,852.94 (original contract price plus cost of replacing three (3) sheets of plywood at \$75.00 per sheet). Mr. Ragsdale paid \$1,000.00 to the Plaintiff at the start of the job and Mr. Ragsdale's home insurance carrier made several partial payments as the work progressed. At the completion of the job, Crescent Roofing's owner, Chris Lambreth, met with Mr. Ragsdale at his home to inspect the work. Mr. Ragsdale did not express any concern or dissatisfaction with the roofing work or painting to either Mr. Lambreth during this end-of-job walk through or at any other time to any of Crescent's workers on the job site. Although Mr. Ragsdale told Mr. Lambreth he would pay the remaining contract balance of \$4,902.56 from his office, Mr. Ragsdale ultimately refused to do so on multiple occasions.

After Mr. Ragsdale refused numerous requests to pay the outstanding balance of the contract (\$4,902.56), Crescent Roofing and Remodeling, LLC brought an action for breach of contract in the Swansea Magistrate Court in Lexington County on July 27, 2022 (2022CV321100943). Defendant Ragsdale filed an answer and a dozen counterclaims on November 16, 2022 seeking \$21,627.64 in compensatory damages and an unspecified amount of punitive damages. The action was transferred to Lexington County Circuit Court on November 16, 2022.

After learning it could not continue to represent itself in Circuit Court, Crescent Roofing hired attorney Robert "Sam" Phillips who filed an appearance on July 21, 2023. On July 23, 2023, Plaintiff's counsel served discovery on Mr. Ragsdale seeking answers to the Standard Interrogatories set forth in the South Carolina Rules of Civil Procedure, an explanation of the basis of Mr. Ragsdale's dozen counterclaims, and sought the production of documents related to those claims. On July 25, 2023, Plaintiff's counsel reached out to court appointed mediator Yolanda Courie to propose a continuation of the mediation so that the Defendant would have an opportunity

to respond to discovery observing that “mediations without the benefit of discovery responses rarely succeed.” Mediator Courie agreed informing both parties that “the mediation will be more meaningful with some discovery.” The mediator and Mr. Ragsdale agreed to a continuation of the mediation until November 2023. On August 28, 2023 Mr. Ragsdale sought a thirty (30) day extension for answering discovery. He also indicated he was “reaching out to offer settlement options in the matter.” Plaintiff’s counsel responded to Mr. Ragsdale’s “settlement options” request by explaining the need for discovery responses so that Plaintiff could evaluate the evidence of his counterclaims and meaningfully participate in settlement talks. Mr. Ragsdale did not raise any objection to postponing the mediation at any time during this period.

After the 30-day discovery extension passed, Plaintiff’s counsel again reached out to Mr. Ragsdale. Shortly thereafter, Mr. Ragsdale responded to Plaintiff’s Interrogatories and Requests to Produce (hereinafter collectively “Plaintiff’s Discovery”). Most of Mr. Ragsdale’s responses to Plaintiff’s Discovery were evasive or irrelevant objections that were not supported by the South Carolina Rules of Civil Procedure. For example, in response to Plaintiff’s Standard Interrogatory #1 (Rule 33(b)(1), SCRCP) seeking the names of Mr. Ragsdale’s witnesses, he objected claiming the Interrogatory “deviate[d] or purport[ed] to impose requirements other than or in addition to those required by the South Carolina Rules of Civil Procedure.” In response to Standard Interrogatory #2 (Rule 33(b)(2), SCRCP) seeking photos and document related to his counterclaims, Mr. Ragsdale objected claiming the interrogatory “seek[s] information or documents outside the scope of discovery permissible by the South Carolina Rules of Civil Procedure.” Mr. Ragsdale also refused to provide any documentation or other evidence to justify his claim for more than \$20,000.00 in compensatory damages, relief from contractual obligation of almost \$5,000.00, and an unspecified amount of punitive damages. In response to Standard

Interrogatory #5 (Rule 33(b)(5), SCRCF) requesting an itemized damages statement, Mr. Ragsdale objected claiming the interrogatory “seek[s] information or documents for any period of time beyond any applicable statute of limitations.” Plaintiff’s counsel wrote a detailed response to each of Mr. Ragsdale’s many objections on October 23, 2023 and asked the Defendant for more complete responses. Mr. Ragsdale responded by seeking ADR sanctions against Plaintiff on October 25, 2023 by falsely claiming that Plaintiff’s counsel had unilaterally canceled mediation and had made discovery requests in “disregard to the essential spirit [sic] of the law outlined in the Rules of Civil Procedure.”

As of the date of the hearing in this matter, Mr. Ragsdale has not supplemented or clarified his initial discovery responses, nor had he filed a response to Plaintiff’s Motion to Compel his discovery responses other than an email to the Court on the eve of the hearing making an “emergency” request to either quash the pending motions or grant him an extension to raise “objections” to those motions.

LAW

Rule 1 of the South Carolina Rules of Civil Procedure (hereinafter “SCRCF”) provides that the scope and purpose of rules “shall be construed to secure the just, speedy, and inexpensive determination of every action.” Rule 1, SCRCF. “The entire thrust of the discovery rules involves full and fair disclosure, to prevent a trial from becoming a guessing game or one of surprise for either party.” *Samples v. Mitchell*, 495 S.E.2d 213, 217 (S.C. Ct. App. 1997). Where a party’s right to discovery material is not accorded, prejudice must be presumed. *Id.* at 215. Discovery “is not a children’s game, but a serious effort on the part of adult human beings to administer justice.” *Griffin v. Capital Cash*, 423 S.E.2d 143, 146 (S.C. Ct. App. 1992) quoting *United States v. Fischer Lumber Co.*, 102 F.2d 872, 873 (4th Cir. 1947). Rule 37(a), SCRCF allows a party, after reasonable

notice, to seek an order compelling an opposing party to answer interrogatories submitted to that party pursuant to Rule 33, SCRCF. A noncompliant party who fails to answer interrogatories may be ordered to pay the moving party's expenses in bringing such a motion to compel pursuant to Rule 37(a)(4), SCRCF or otherwise sanction the noncompliant party with an order refusing to allow the disobedient party to support designated counterclaims or defenses as well as strike the disobedient party's pleadings pursuant to Rule 37(d), SCRCF. "In deciding what sanction to impose for failure to disclose evidence during the discovery process, the trial court should consider the nature of the interrogatories, the discovery posture of the case, willfulness, and the degree of prejudice." *Samples v. Mitchell*, 495 S.E.2d 213, 216 (S.C. Ct. App. 1997).

Under the South Carolina Alternative Dispute Resolution Rules (hereinafter "SCADRR"), mediation is a voluntary process that is; nevertheless, required by Rule 3(a), SCADRR (hereinafter "SCADRR") for all civil actions. While the SCADRR rules impose a Three Hundred (300) day timeframe for conducting a mediation, Rule 5(e), SCADRR allows parties to file a good faith motion for an extension of that deadline. Said extensions are only a violation of the Rules "[i]f any person or entity subject to the ADR Rules violates any provision of the ADR Rules **without good cause.**" Rule 10(a), SCADRR (emphasis added). In *Ross v. Waccamaw Community Hospital*, 744 S.E.2d 547 (S.C. 2013), our Supreme Court addressed the consequences of failing to comply with a statutory mediation requirement in a medical malpractice case. The court characterized the failure as a "non-jurisdiction procedural defect" and refused to impose a harsh sanction noting that the trial court "retains the discretion to permit the mediation process to continue" past a mediation deadline. 744 S.E.2d at 551. Relying on the *Ross* decision, the South Carolina Court of Appeals declined to sanction the failure to meet a mediation deadline upon a showing that the non-compliant party made a good-faith attempt to work with the opposing party

to obtain necessary discovery in order to facilitate discovery and a mediation. *Rickerson v. Karl*, 770 S.E.2d 767 (S.C. Ct. App. 2015).

DISCUSSION

Based on its filings with this Court, Plaintiff argued Defendant's actions were deliberately undertaken in bad faith and for the purpose of imposing delay and/or additional costs to the Plaintiff. Plaintiff pointed to Defendant's late-night filing to the Court, along with his continued failure to respond to Plaintiff's discovery requests, as the latest evidence of Defendant's willful bad-faith and sanctionable conduct. The Court agrees with Plaintiff and finds that Plaintiff's interrogatories and requests for production were compliant with South Carolina law and were reasonably calculated to obtain the evidence the Plaintiff is entitled to in order to respond to Defendant's numerous counterclaims. The Plaintiff's request for a three (3) month delay in mediation to complete discovery was appropriate and found to be agreeable at the time by both the court-designated mediator and the Defendant. Although Defendant agreed to the proposed discovery-then-mediation schedule proposed by Plaintiff's counsel, Defendant willfully and in bad-faith refused to comply with his discovery obligations, complained about the delay in mediation, and otherwise sought to benefit from his misconduct. This misconduct prejudiced the Plaintiff's ability to respond to Defendant's counterclaims, prevented it from meaningfully participating in mediation, and caused Plaintiff to incur unnecessary attorney's fees. Accordingly, I find that Plaintiff has met its burden in the Motions at issue in this matter and the Court enters the following order:

SANCTION

I FIND that Plaintiff has demonstrated by clear, convincing and substantial evidence that it was prejudiced by Defendant's failure to respond to discovery and that Plaintiff has incurred

substantial costs due to Defendant's willful disregard for his obligations under the South Carolina Rules of Civil Procedure. On the other hand, I find that Defendant suffered no prejudice from Plaintiff's request to delay mandatory mediation until such time as the Defendant could provide Plaintiff with the discovery responses it is entitled to. Defendant only attempted to withdraw his initial agreement to delay mediation and seek sanctions against the Plaintiff in response to Plaintiff's objections to the sufficiency of the Defendant's discovery responses. After reviewing the filings in this matter and hearing oral arguments from both parties, the Court finds that striking Defendant's Answer and Counterclaims is an appropriate discovery sanction.

Consequently, it is ORDERED that:

- 1) Defendant's answer and counterclaims are hereby stricken from the record,
- 2) Both parties are required to participate, in good faith, with mandatory mediation withing sixty (60) days of the filing of this order, and
- 3) This action is hereby remanded to the Swansea Magistrate Court in Lexington County for further proceedings in accordance with this Order and other applicable law.

AND IT IS SO ORDERED.

<< judicial e-signature found on page to follow >>



Lexington Common Pleas

Case Caption: Crescent Roofing & Remodeling LLC VS Eric Ragsdale

Case Number: 2022CP3203934

Type: Order/Discovery and Disclosure of Evidence

IT IS SO ORDERED!

/s Hon. Bentley D. Price, Circuit Judge 2766

Electronically signed on 2024-02-14 14:27:26 page 8 of 8

2022053203934

2022CV32100943

CIVIL CASE NUMBER

STATE OF SOUTH CAROLINA

IN THE MAGISTRATE'S COURT

COUNTY OF LexingtonCrescent Roofing & Remodeling LLC

PLAINTIFF

770 James Dunbar Rd

STREET ADDRESS

Pelion SC 29123

CITY, STATE ZIP

803-546-7043

TELEPHONE

VS.

Eric Rassdale

DEFENDANT(S)

121 Shumard Rd

STREET ADDRESS

West Columbia SC 29172

CITY, STATE ZIP

803-309-0539

TELEPHONE

cell

work

2022 NOV 26 PM 2:17
 LIS/ET. COMER
 CLERK OF COURT
 LEXINGTON SC

FILED

I, Chris Lambeth, the plaintiff in this civil action do make the following claims:

1. I believe the defendant, Eric Rassdale, is a resident of Lexington County, and resides at 121 Shumard Rd West Columbia SC 29172 which is within Judge Whittle's magisterial jurisdiction or this Complaint is properly filed in Lexington County.

2. I make this complaint on the following:

failure to pay for signed roofing
painting contract dated 11/1/2021

(Attach supplement if necessary)

3. I believe, because of the above information, that I am entitled to and do request a judgment for \$ 4902.56 and/or other relief as below requested:

including any costs resulting in this action.

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

Dated:

7/27/2022

Signature of Plaintiff (or his attorney)

Chris Lambeth

CIVIL CASE NUMBER

IN THE MAGISTRATE COURT

AFFIDAVIT AND ITEMIZATION OF ACCOUNTS

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

<u>ITEMIZATION OF ACCOUNTS</u>		
<u>Roofing replacement & Painting repairs</u>		\$ <u>4902.56</u>
		\$ _____
		\$ _____
		\$ _____
		\$ _____
		\$ _____
		\$ _____
	TOTAL	\$ _____

Sworn to before me this 27th
day of July, 20 22


Magistrate or Notary Public for
South Carolina
My Commission Expires: 3/10/2025

~~PLAINTIFF~~ (or his attorney)

STATE OF SOUTH CAROLINA
COUNTY OF LEXINGTON

2022CV321100943
CIVIL CASE NUMBER

IN THE MAGISTRATE'S COURT
ANSWER

Crescent Roofing & Remodeling LLC
770 James Dunbar Rd.

Pelion, SC 29123
(803) 546-7043
PLAINTIFF(S)

Vs

Eric Rassdale
121 Shumpert Rd

West Columbia, SC 29172
DEFENDANT(S)

2022CP3203934

LISA M. COMER
CLERK OF COURT
LEXINGTON, SC

2022 MAY 16 PM 2:20

FILED

On 8/31/2022 I was served with a Complaint requiring me to answer within thirty days from the date of service. My Answer, which is hereby filed with the Swansea Magistrate Court, is as follows:

CHECK ONE:

A. ☐ I contest the jurisdiction of the court based on the following: (use additional pages if necessary)

builder claim will be in excess of 7,500 and exceed jurisdiction, and matter should be transferred to Circuit Court

B. ☐ I admit everything in the complaint and do not want a trial.

C. ☐ I admit that I am responsible, but not for the total amount claimed by the Plaintiff(s) because: (use additional pages if necessary)

D. ☒ I deny that I am responsible at all because: (use additional pages if necessary)

Work was not performed and was in fact never required estimate 40-0908-08L No agreed
manifest with no relationship dispute with Chadwick Williams by Plaintiff

YOU MUST FILE THIS DOCUMENT WITH THE COURT WITHIN THIRTY DAYS

THE DEFENDANT/PLAINTIFF STATES THAT THE INFORMATION CONTAINED IN THIS ANSWER IS TRUE AND CORRECT TO THE BEST OF HIS/HER KNOWLEDGE.

DATED: Sept 22 2022

SIGNATURE OF DEFENDANT(S) (OR ATTORNEY)

IF MORE THAN ONE DEFENDANT, ALL MUST FILE ANSWER

PLEASE RETURN TO:

Swansea Magistrate Court
500 Charlie Rast Road, Suite C
Swansea, SC 29160
Phone: (803) 785-6250
Fax: (803) 785-4078

STATE OF SOUTH CAROLINA

COUNTY OF LEXINGTON

Crescent Roofing & Siding

PLAINTIFF

770 James Seabury Rd

STREET ADDRESS

Pelham SC 29123

CITY, STATE ZIP

803 846-7043

TELEPHONE

VS

Eric Ragsdale

DEFENDANT(S)

121 Shumard Rd

STREET ADDRESS

West Columbia SC 29172

CITY, STATE ZIP

803 309 1539

TELEPHONE

2022CV321100943

CIVIL CASE NUMBER

MAGISTRATE DISTRICT 4

500 CHARLIE RAST ROAD

SWANSEA, S. C. 29166

COUNTERCLAIM

LISA H. COMER
CLERK OF COURT
LEXINGTON, SC

2022 NOV 16 PM 2:18

FILED

2022CP3203934

The defendant states he has a claim against the plaintiff in the amount of \$ 21,627.64 plus punitive
The counterclaim arose out of the same transaction or occurrence as the plaintiff's claim as a result of the
following events:

See Attachment

The defendant states that the information contained in the counterclaim is true and correct to the best of his knowledge. Defendant understands that should he be successful in this action and obtain judgment, and if plaintiff does not appeal within ten days, this judgment becomes final. The defendant cannot commence another action involving the same parties and issues.

I state under penalty of perjury that the above is correct and truthful.

Dated:

Sept 28, 2022

Signature of Defendant (or his attorney)

KEEP A COPY OF THIS COUNTERCLAIM AND BRING IT TO COURT

ATTACHEMENT OF COUNTERCLAIM

2022CV321100943

These claims grows out of the same transaction as the Plaintiff;

Defendant contacted Midlands Roofing on or about January 2021, a former reputable contractor who performed previous repairs to defendant's home. Specifically, contacted Midstate Roofing to acquire services based on reputation and former relationship, at which time plaintiff Chris Lambeth contacted the defendant, representing Midstate Roofing.

Plaintiff misrepresented worked performance to be complete solely by Crescent Roofing subsidiary of Midstate Roofing, due their practice not to except insurance claims. Further represented work to be performed by Crescent Roofing employees

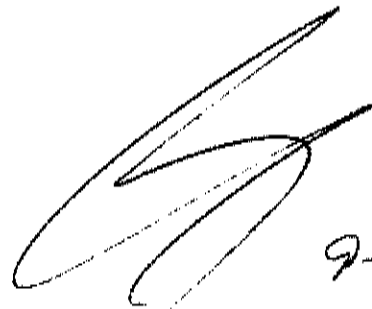
Without inspection, Plaintiff transposed claim amount provided by Defendant's insurance claim 4009Q888L, that included provisions of internal repairs of home not included in contract with Plaintiff.

1. Claim is frivolous and roof replacement was paid in accordance with insurance estimate 0-09Q8-88L outlined in ambiguous contract.
2. Without inspection, Plaintiff transposed claim amount provided by Defendant's insurance claim 4009Q888L, that included provisions of internal repairs of home not included in contract with Plaintiff.
3. Work performed by subcontractor not employee of Plaintiff was denied payment due workmanship and misrepresentation of work failing to perform scope of work outlined in estimate under plaintiff knowledge.
4. Sub-contractor of Plaintiff, failure of removing shingles for replacement, damaged 30 year gutters for failure to remove as outlined, to perform the scope of work charged by Plaintiff, under the guise of estimate. Plaintiff discounted removal and reattachment after notice of damage and wanted additional compensation to replace damage gutters due negligence.
5. Sub-contractor damaged and demolished full grown long tenue shrubbery in the removal and process of shingle removal.
6. Sub-contractor damaged lawn of freshly laid sod after specific verbal and written instruction were provided to not park on lawn and were to stage vehicle for performance of job.
7. Plaintiff charged for satellite removal and reinstall and refused replacement resulting in compensation to have provider to re- install over the rate of insurance coverage.
8. Sub-contractor damaged wifi component on generator removing shingle from roof with cosmetic damage to a/c fans due no proper coverage to protect from falling debris.
9. Sub-contractor workmanship contributed to exterior damage of vinyl underpinning and facets in their negligent removal of shingle to replace roof.

10. Plaintiff due the dispute of workmanship of interior repairs and damage failed to register under law warranty for shingles that was paid in full.

11. Plaintiff knowing, willingly and intentionally resorted to cyberbullying intimidation to collect monies in dispute exceeding balance owed to Plaintiff inflicting emotional distress.

Defendant in this matter reserves the right to amend this matter under the direction of legal counsel and moves this matter to be transferred to the circuit court based on jurisdiction.



9-28-2022

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.)
9
10 February 6th, 2024
11
12 B E F O R E:
13
14 THE HONORABLE BENTLEY D. PRICE, Judge.
15 A P P E A R A N C E S:
16 ROBERT B. PHILLIPS
17 ESQ.
18 Attorney for the Plaintiff
19
20 ERIC RAGSDALE
21 Pro Se
22
23
24 Transcribed by Pamela E. Green, from
25 WebEx

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I N D E X

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

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* * *
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C E R T I F I C A T E

I, Pamela E. Green, Official Court Reporter for 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 evidence introduced in the trial of the captioned case, relative to appeal, in the Court of Common Pleas Nonjury for Lexington County, South Carolina, on the 6th day of February, 2024.

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

May 9th, 2024

A handwritten signature in cursive script, reading "Pamela E. Green", is written over a horizontal line.

PAMELA E. GREEN, Court Reporter

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF LEXINGTON	)	Civil Action No. 2022-CP-32-03934
	)	
Crescent Roofing & Remodeling LLC,	)	
	)	
Plaintiff,	)	Response Of Defendant To
	)	Alternative Dispute Resolution
v.	)	Rule To Show Cause
	)	
Eric Ragsdale,	)	
	)	
Defendant.	)	

NOW COMES THE DEFENDANT, Pro'se, who would respectfully show this Honorable Court the following:

1. Pursuant to S.C. Code of Laws 15-79-125, in the above-captioned matter, being mandatorily subject to Rule 3 of the South Carolina Alternative Dispute Resolution Rules ("SCADR"), and the Federal Rules Of Civil Procedure, the Defendant moves to respond to the notice, "Alternative Dispute Resolution Rule To Show Cause", from June McCartha ("ADR Coordinator") received by email October 4, 2023, from Plaintiff's Attorney of record (see attached Document 1) .
2. On July 27, 2022, Chris Lambeth, Crescent Roofing & Remodeling ("Plaintiff") filed a frivolous complaint ("Case number 2022CV321100943") in Magistrate Court, involving Eric Ragsdale ("Defendant") for a judgment in the amount of four thousand nine hundred and two (\$4,902.56) dollars and fifty-six cents.
3. Upon the filing, the Defendant filed a Counterclaim September 28, 2022, for Actual and Punitive damages, in the amount of twenty-one thousand six hundred twenty-seven (\$21,627.64) dollars and sixty-four cents of claims grown out of the same transaction as that of the Plaintiff. The amount of controversy exceeded the Magistrate Court's jurisdiction. Upon the Summons hearing November 14, 2022, the Court

moved by lack of jurisdiction and transferred this action to the Court Of Common Pleas in the above-subject matter.

4. On June 14, 2023, "Notice Of ADR" (Alternative Dispute Resolution) was served on both parties, directing the parties and/or lawyers of their required participation of the methods therein and outlining the process and responsibility under the South Carolina Alternative Dispute Resolution Rules (SCADR). An exemption of 300 days from the date of filing November 16, 2022, of the action or 90 days from the date of notice "**September 12, 2023**" (see attached Document 2).

5. Upon the "Noice", the Defendant on July 6, 2023, contacted Yolanda C Courie (ADR Mediator), for purposes of adhering to the mandate of mediation. Upon the verbal communication with the ADR mediator, Defendant received an email from the ADR Mediator confirming correspondence with June McCartha (ADR Coordinator), requesting Plaintiff's contact information. (see attached Document 3). It was noted on that date that once the information was received an email to both parties would be sent to pursue mediation.

6. On July 11, 2023, the ADR Mediator contacted both parties providing details of credentials, cost, expectations, and dates. Both parties were encouraged to seek advice from an attorney and requested available dates for mediation (see attached Document 4). Again, on July 19, 2023, the Mediator emailed both parties and Defendant responded July 21, 2023, with September 8, 2023 as a date for available mediation (see attached Document 5 A&B).

7. On July 25, 2023, The Mediator emailed the Plaintiff for confirmation of the September 8, 2023, date for mediation, as required by (SCADR) (see attached Document 5B). The Plaintiff retained Counsel and in response, the Plaintiff's Attorney responded to the Mediator. In the response it was stipulated by Plaintiff's Attorney, a planned Motion to request to the Court to extend the deadline until the end of August for time to complete discovery (see attached Document 6). The record reflects that the Defendant

has not received, as required by South Carolina Rules Of Civil Procedure., notice from the Court or from the Plaintiff, any motion or order to extend the mediation requirement inter alia discovery.¹

8. The Court appointed mediator postponed the ADR hearing scheduling requirement on the the Plaintiff's assertion of the need for discovery and attested to the delay in sua sponte.² Defendant by these actions could not participate in the ADR, therefore unable to provide Proof of ADR or Exemption form required by the standing Order for Alternative Dispute Resolution.

9. Defendant was served by Plaintiff's Attorney with discovery request pursuant to Rules 26 and 33 of the South Carolina Rules Of Civil Procedure, by un-certified mail and received by mail on or about July 26, 2023. Plaintiff stipulated in letter dated August 28, 2023, discovery was served July 21, 2023, but the Certificate Of Service Dates July 23, 2023 (see attached Document 7 A B C). Included in the same correspondence, Plaintiff stipulates mandatory mediation requirement but only after the discovery request completion, without the acknowledgement of notification to the court to extend the ADR deadline inter alia discovery, only a directive of seeking sanctions against the Defendant if his intent is not to comply to the discovery request.

10. Upon the letter (attached Document 7B) from the Plaintiff dated August 28, 2023, the Defendant in electronic communication, offered settlement options of a fair proposal to avoid the stress of litigation (see attach Document 8 of 4 pages). Included in the same correspondence an extension of time to respond to the discovery response was requested to the Plaintiff and granted to September 27, 2023.

¹ **Rule 5(e) Motion to Defer ADR.** A party may file a motion to defer an ADR conference. For good cause, the Chief Judge for Administrative Purposes of the circuit may grant the motion.

² **Rule 5(f) Deadline for the ADR Conference in Circuit Court.** The ADR conference shall be held on or before three hundred (300) days from the date of the filing of the action. The case shall not be on the circuit court trial roster until a Proof of ADR is filed.

11. Defendant submitted discovery request to Plaintiff's Attorney of record, Robert B Phillips in and through electronic mail September 27, 2023, in accordance with South Carolina Rules Of Civil Procedure. In discovery, said mechanism was found to be errored in technology and for such cause the Defendant resubmitted October 4, 2023, with delivery confirmation from the electronic postaster@phillipsfirm.net (see attached Documents 9 A B C D).

12. Defendant informed the Plaintiff (see attached Document 10) on October 5, 2023, the following:

"See attached. Please use the email ericragsdale60@gmail.com , my personal email, to sever business from my personal matter. I received your email you received from the court. I have not received from them yet, but I intend to respond to them when I receive by mail. There is not email on file with the court for electronic communication. You copied the communication that the mediator sent to the parties concerning my attempt to arrange mediation."

In response to the notice to the Plaintiff and stipulated in the facts of this response, concerning the ADR Coordinator's Rule To Show Cause Notice received October 17, 2023, (see attached Document 11 (1)&(2)) the Defendant in accordance with the Rules Of Process, moves in response.

13. The Defendant contends that while the South Carolina Alternative Dispute Resolution Rules (SCADR), does not suspend the Discovery Rules of the South Civil Rule of Civil Procedure³, it is a component the Courts have adopted by the legislature akin to the Federal Rules Of Civil Procedure, certainly the discovery mechanism does not suspend or exempt the mandatory 300 day from date of filing of the above-captioned action.

³ Rule 5(b) **Discovery and Motions.** The ADR conference shall not be cause for delay of other proceedings in the case, including the completion of discovery, the filing and hearing of motions, or any other matter that would delay preparation of the case for trial, except by order of the court.

14. These rules shall be construed to secure the just, speedy, inexpensive and collaborative resolution in every action to which they apply. These rules govern Alternative Dispute Resolution (ADR) processes in the courts of this State as follows:

(a) With the exceptions stated in Rule 3, these rules govern court-annexed ADR processes in South Carolina Circuit Courts in civil suits, and in South Carolina Family Courts in domestic relations actions:

(1) in all counties in South Carolina;¹⁴

(2) as required by statute; or

(3) as ordered by a court of competent jurisdiction.

15. The Defendant in the above-captioned action contest that the delay of the mandatory ADR for discovery purposes, not only demonstrates a disregard to the essential spirit of the law outlined in the Rules Of Civil Procedure but can be viewed as a strategic deterrence for self-representing litigants seeking redress in the justice system. While the right to discovery is a systematic fact-finding tool and guaranteed and defined in our code of laws, insomuch discovery is not delayed by ADR proceedings and to discovery should not delay the ADR mandates.

16. The actions or lack thereof of the Plaintiff violates the South Carolina Rules Of Civil Procedure, and prohibited the Defendant from a just, speedy, inexpensive and collaborative resolution mandated by the "Notice Of ADR". The Discovery mechanism is not a cause to be considered to exempt or delay this action in the above-captioned matter from the Alternative Dispute Resolution mandate⁵. Hypothetically, Plaintiff responses to "delay mediation until the parties had opportunities to exchange discovery", even if set forth by the provisions of the S.C. Code Of Laws 15-79-125, a cause to exempt or delay, Plaintiff failed to file a

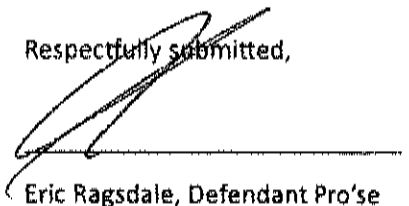
⁴ See Supreme Court Order dated November 12, 2015.

⁵ S.C. Ct. Ann. ADR.R.3

motion to the Chief Judge for Administrative Purposes, for exemption to exempt or delay as stipulated in the former correspondence to the ADR Coordinator.

For this cause the Defendant moved for mediation without involving the Court within the guidelines set forth, but the opposing counsel for the Plaintiff continues to delay without compromise.

Respectfully submitted,



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

Date: October 23, 2023

Notice of Response Of Defendant To Alternative Dispute Resolution Rule To Show Cause was given by email.

ADR Coordinator:

June McCartha

Jmccartha@lex-co.com

Plaintiff' Attorney Of Record:

Robert B. Phillips, Esq

sam@phillipsfirm.net

The Phillips Firm LLC

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF LEXINGTON	)	Civil Action No. 2022-CP-32-03934
	)	
Crescent Roofing & Remodeling LLC,	)	
	)	
Plaintiff,	)	PLAINTIFF'S REPLY TO DEFENDANT'S
	)	REQUEST FOR ADR SANCTIONS
v.	)	
	)	
Eric Ragsdale,	)	
	)	
Defendant.	)	
_____	)	

TO: DEFENDANT ERIC RAGSDALE, *pro se*.

PLEASE TAKE NOTICE that Plaintiff Crescent Roofing & Remodeling LLC, by and through his attorney, Robert B. "Sam" Phillips, Esq, is filing this Reply to Defendant Eric Ragsdale Request for ADR Sanctions contained in a letter to this Court dated October 25, 2023. To wit, Defendant Ragsdale claims a delay in the mandatory mediation process has "prejudiced the required mandatory mediation process and grieved my due process and statutory rights." Setting aside its convoluted reasoning, the Defendant's argument both misrepresents the record in this matter and constitutes a bad faith attempt to gain an undeserved advantage in the litigation and avoid providing Plaintiff with the information and documents it is entitled to through the discovery process. Accordingly, his Motion is brought pursuant to Rules 33, 34 & 37 of the South Carolina Rules of Civil Procedure; Rule 10 of the South Carolina's Alternative Dispute Resolution Rules; and is based upon the grounds stated below:

1. On January 11, 2021, Defendant Eric Ragsdale entered into an agreement with Plaintiff Crescent Roofing & Remodeling LLC to replace the roof and perform some interior painting on Mr. Ragsdale's residence at 121 Shumpert Road in West Columbia for an agreed upon price of

\$21,627.94 plus a contingency to replace rotted wood found underneath the existing roof at an additional cost. See Exhibit 1.

2. Crescent replaced the roof on January 18-19, 2021 and performed the interior painting on April 23, 2021. The total cost of the project was \$21,852.94 (original contract price plus cost of replacing three (3) sheets of plywood at \$75.00 per sheet).

3. At the start of the project on January 11th, Mr. Ragsdale made an initial payment of \$1,000 to Crescent Roof. Thereafter, Ragsdale's home insurer made three (3) partial payments toward the work on January 27th (\$2,815.30), February 12th (\$9,936.75), and April 23rd (\$3,198.33).

4. After receiving a total of \$16,950.38 toward the total amount due, Plaintiff attempted to collect the remaining balance of \$4,902.56 from Mr. Ragsdale pursuant to their agreement, but Mr. Ragsdale refused. Thereafter, Crescent Roofing & Remodeling LLC filed suit for breach of contract against Mr. Ragsdale in magistrate's court to collect this remaining balance.

5. Defendant Eric Ragsdale filed a counterclaims in Magistrate's Court for \$21,627.64 plus punitive damages thereby causing the case to be moved from Magistrate's Court to the Lexington County Circuit Court.

6. After learning that it could not represent itself in Circuit Court as it had in Magistrate's Court, Plaintiff Crescent Construction hired the undersigned attorney who filed an appearance in this matter on July 23, 2023.

7. On July 23, 2023, Plaintiff's counsel served Defendant Ragsdale with Interrogatories and Requests to Produce attached hereto as Exhibit 2.

8. On July 25, 2023, Plaintiff's counsel reached out to court appointed mediator Yolanda Courie to propose a continuation of the mediation so that the Defendant would have an opportunity to respond to discovery observing that "mediations without the benefit of discovery responses

rarely succeed.” Exhibit 3. Mediator Courie agreed recognizing “the mediation will be more meaningful with some discovery.” She went onto propose additional dates for a mediation in November of 2023. Id.

9. Defendant Ragsdale was copied on the correspondence between Plaintiff’s counsel and mediator, and was specifically asked if he agreed to the postponement. Defendant did not raise any objection to postponing the mediation at that time.

10. Plaintiff served Defendant Ragsdale with discovery on July 23, 2023. Exhibit 4.

11. Mr. Ragsdale did not respond in the required 30 days, so Plaintiff’s counsel granted him a thirty (30) day extension on August 28, 2023. See Exhibit 5.

12. In addition to asking for an extension of time in which to answer Plaintiff’s discovery, Defendant Ragsdale indicated he was “reaching out to offer settlement options in the matter.” Exhibit 5.

13. Plaintiff’s counsel responded to the Defendant’s request for “settlement options” by explaining that “[once] I have an opportunity to review your discovery responses and confer with my client, I will reach back out to you to discuss a settlement. As it stands now, I know nothing more about your claims than what you put in your Answer.” Exhibit 5. Defendant did not raise any objection to postponing the mediation at that time either.

14. Defendant Ragsdale failed to produce any response to Plaintiff’s discovery after the 30-day extension, so Plaintiff’s attorney reached out to him again on October 4, 2023 to inquire about the status of his discovery responses. Exhibit 6.

15. On October 8, 2023, Defendant produced a few responses to Plaintiff’s discovery, but lodged various objections to 95% of the Plaintiff’s Interrogatories and Requests to Produce. See Exhibit 7.

16. Defendant's October 8th discovery objections were simple recitals of standard discovery objections that had little relevance to Plaintiff's Interrogatories and Requests to Produce. For example, Defendant objected to the efficacy of every Standard Interrogatory (from Rule 33(b), SCRCP) asked by the Plaintiff.

17. The objections Defendant raised to Plaintiff's first five (5) Interrogatories are representative of the objections raise to each of the remaining Interrogatories:

- a. In response to Plaintiff's Interrogatory #1, drawn directly from Standard Interrogatory #1, Rule 33(b)(1) SCRCP that seeks the identities of witnesses known to a party, the Defendant objected claiming the Interrogatory "deviate[d] or purport[ed] to impose requirements other than or in addition to those required by the South Carolina Rules of Civil Procedure."
- b. In response to Plaintiff's Interrogatory #2, drawn directly from Standard Interrogatory #2, Rule 33(b)(2) SCRCP that seeks photos and documents related to the a party's counterclaims, the Defendant objected claiming the Interrogatory "seek[s] information or documents outside the scope of discovery permissible by the South Carolina Rules of Civil Procedure."
- c. In response to Plaintiff's Interrogatory #3, drawn directly from Standard Interrogatory #6, Rule 33(b)(6) SCRCP that seeks the name(s) of any expert(s) a party intends to rely upon, the Defendant objected claiming the Interrogatory "seek[s] information or documents protected by future Attorney-Client Privilege, the litigant or Attorney Work Product Doctrine, or any other applicable privilege or immunity."
- d. In response to Plaintiff's Interrogatory #4, drawn directly from Standard Interrogatory #4, Rule 33(b)(4) SCRCP that inquires about a party's insurance coverage, the Defendant objected claiming the Interrogatory "seek[s] information or documents that are beyond his custody, possession, or control and/or seeks information that is equally available to Plaintiffs."
- e. In response to Plaintiff's Interrogatory #5, drawn directly from Standard Interrogatory #5, Rule 33(b)(5) SCRCP which asks for a party's itemized statement of damages claim, the Defendant objected claiming the Interrogatory "seek[s] information or documents for any period of time beyond any appliable statute of limitations."

18. Plaintiff's counsel wrote the Defendant on October 23, 2023 responding to each of his objections and again asked the Defendant to provide the discovery responses to which the Plaintiff is entitled. See Exhibit 8.

19. In response to Plaintiffs Counsel's October 23rd letter seeking discovery responses, Defendant Ragsdale reneged on his agreement with Counsel to answer discovery then discuss settlement. He now seeks to penalize Plaintiff for the parties joint decision to postpone mediation pursuant to his October 25, 2023 Letter to this Court seeking ADR sanctions.

20. Defendant Ragsdale was fully apprised by Plaintiff's Counsel that Plaintiff disputes all of his claims of faulty workmanship, misrepresentations and damage caused by Plaintiff's workers.

21. In joint email communication with both the Defendant and Mediator Couric, Plaintiff's counsel made it clear why a short delay in meditation was necessary in order to conduct discovery so the Plaintiff could evaluate the validity of the Defendant's many claims. See Exhibit 3.

22. Defendant Ragsdale not only agreed to a delay in meditation in order to complete discovery, he later inquired about direct settlement negotiations with the Plaintiff when he asked for more time to respond to the Plaintiff's discovery. See Exhibit 5.

23. Defendant Ragsdale's "agreement" to a mediation delay only changed after Plaintiff's counsel rejected his attempt to avoid providing the Plaintiff with information and documents he is entitled to through discovery.

24. Although Defendant Ragsdale's seeks more than \$20,000.00 from Plaintiff through his counterclaims, the Defendant only produced a single invoice for \$2,460.64 as evidence of his damages. The invoice from Carolina Heating Service, Inc. of Greenville, South Carolina documents a repair to Defendant's Generac Generator on January 18, 2021. See Exhibit 9. This damages claim is doubtful on its face because the Plaintiff's crew began its work on the

Defendant's roof on January 18th and did not witness either the alleged damage or the repair claimed by the Defendant with this invoice.

25. Mediation is a voluntary process that is; nevertheless, required by Rule 3(a) of the Alternative Dispute Resolution Rules (hereinafter "SCADRR") for all civil actions.

26. While mediation is mandatory, the SCADRR allow and encourage litigants in civil matters to conference about the conduct of the mediation; however, such a conference is not a basis for delaying other requirements such as discovery. Rule 5(b), SCADRR.

27. While the SCADRR rules imposes a Three Hundred day (300) limit for conducting a mediation, Rule 5(e), SCADRR allows parties to file a good faith motion for a deferral. Plaintiff filed such a motion prior to Defendant's request for ADR sanctions.

28. It is clear that ADR sanctions are only appropriate "[i]f any person or entity subject to the ADR Rules violates any provision of the ADR Rules **without good cause.**" Rule 10(a), SCADRR (emphasis added).

29. This matter was begun by Plaintiff in Magistrate's Court wherein the Plaintiff business was able to represent itself.

30. Plaintiff was slow to recognize that as a business, it would not be able to maintain its representation without a lawyer after the Defendant's counterclaims caused the case to be moved to Circuit Court. This delay in obtaining an attorney caused no prejudice to the Defendant. Plaintiff's counsel moved expeditiously in addressing mandatory mediation within two (2) days of his appearance in this matter.

31. In *Ross v. Waccamaw Community Hospital*, 744 S.E.2d 547 (S.C. 2013), our Supreme Court addressed the consequences of failing to comply with a statutory mediation requirement in a medical malpractice case. The court characterized the failure as a "non-jurisdiction procedural

defect” and refused to impose a harsh sanction noting that the trial court “retains the discretion to permit the mediation process to continue” past a mediation deadline. 744 S.E.2d at 551.

32. Relying on the *Ross* decision, the South Carolina Court of Appeals declined to sanction the failure to meet a mediation deadline upon a showing that the non-compliant party made an attempt to work with the opposing party to obtain necessary discovery in order to facilitate discovery and a mediation. *Rickerson v. Karl*, 770 S.E.2d 767 (S.C. Ct. App. 2015).

33. Plaintiff asks this Court for an order in this matter deferring mandatory mediation until the end of the year (2023) in order to provide the Plaintiff with an opportunity to pursue information and documents through a Motion to Compel discovery responses from the Defendant.

WHEREFORE, Plaintiff Crescent Roofing & Remodeling LLC respectfully requests that this Court order that mandatory mediation be deferred in this matter until the end of 2023 in order to provide Plaintiff with time to have his Motion to Compel discovery responses from Defendant Eric Ragsdale heard and decided upon.

THE PHILLIPS FIRM, LLC
Attorney & Counselor at Law

s/Robert B. Phillips

By Robert B. (Sam) Phillips, Esq.

SC Bar # 16954

1025 Calhoun Street #3

Columbia, SC 29201

(803)726-4268

Sam@PhillipsFirm.Net

Attorney for the Plaintiff.

1 November 2023



ROOFING CONTRACT

Exhibit #1

Subject to Management Approval

PO Box 84416, Lexington, South Carolina 29073

(803) 800-2615

Name Eric Rassdale Home Phone 803 356-2024 Cell 803 309-0539
Address 121 Summit rd City West Columbia State SC Zip 29172
Email eric@shredwithus.com Satellite Dish? yes Keep or Discard Keep
Shingle Manufacturer Duro 1-2-3 3 Tab Color _____
No. of layers 1 Stories 2 Brick Chimney _____ Chimney Cricket _____ Soffit 122 Boots 8
Turbines _____ Box Vents _____ Rain Diverters _____ Drip edge _____ Drip Edge Waived _____
Existing interior damage yes Where LR, Kit, Bonus Room Drop Spot ceilings
Sas 56 Special Instructions Remove the entire roofing system, install
synthetic felt, install ice & water shield membrane in
all valleys
1st Check # 9936.75
2nd Check 12815.30
Clean up & haul away all debris. Deductible \$1,000.00
Upgrades _____ Upgrades \$7875.89
Replace bad roof decking at \$50.00/sheet CL Credits _____
Customer is responsible for \$ 12,752 on completion Total \$21,627.94
Full balance due upon your receipt of 2nd check if applicable.

Amount paid today \$1000.00

Disclaimers: Disconnection or reconnection of any electric vents, removal or installation of solar panels, satellite realignment, interior damage, driveway damage from normal traffic is not the responsibility of CRR.

If supplemental funds are approved by the insurance company, the customer will relinquish those funds to Crescent Roofing & Remodeling LLC upon their receipt by homeowner. Protected supplemental if applicable 360.00

Aside from decking CRR is NOT responsible for rotten or water damaged wood being exposed, broken or peeling up from roof work.

Representative

Chris Lambeth

Date 11/11/2021

Customer's Signature

[Signature]

Date 1/11/2022



STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF LEXINGTON	)	Civil Action No. 2022-CP-32-03934
	)	
Crescent Roofing & Remodeling LLC,	)	
	)	
Plaintiff,	)	
	)	PLAINTIFF'S DISCOVERY TO
v.	)	DEFENDANT ERIC RAGSDALE
	)	
Eric Ragsdale,	)	
	)	
Defendant.	)	
_____	)	

TO: DEFENDANT ERIC RAGSDALE.

PLAINTIFF'S FIRST SET OF INTERROGATORIES TO DEFENDANT

Pursuant to Rules 26 and 33 of the South Carolina Rules of Civil Procedure, Plaintiff serves the following interrogatories on Defendant to be answered separately and fully, in writing and under oath within thirty (30) days.

DEFINITIONS

1. **"Answer"** means the Defendant's answer to complaint and counterclaims against Plaintiff filed in the above-captioned action.

2. **"Defendant", "You", "Your"** means Defendant Eric Ragsdale, the defendant in the above-captioned action, and any business, partnership, limited liability company, corporation, sole proprietorship, joint venture, and other entity he is or has been affiliated with any time during the relevant time period specified herein, and each of his employee, agents, officers, directors, representatives, consultants, accountants, and attorneys., including any person who served in any such capacity at any time during the relevant time period specified herein that has any interest in the Property that is the subject of this action as set forth below.

3. **"Plaintiff"** means Crescent Roofing & Remodeling, LLC.
4. **"Property"** refers to the following pieces of real property located in the County of Lexington, State of South Carolina, at 121 Shumpert Road, West Columbia, South Carolina (TMS# 007840-02-003).
5. **"Communication"** means the transmission of information or data in any form including but not limited to written, oral, or electronic transmissions.
6. **"Document(s)"** or **"Information"** means all materials within the scope of Rule 34, South Carolina Rules of Civil Procedure including but not limited to all writings, drawings, graphs, charts, photographs, phonorecords, sound recordings, images and other data or data compilations, including electronically-stored information (ESI), that are stored in any medium whatsoever from which information can be obtained either directly or, if necessary, after translation by the responding party into a reasonably usable form, as well as all tangible things. A draft or non-identical copy of a document is a separate document within the meaning of this term. A document includes all appendices, schedules, exhibits, and other attachments.

The term **"Document(s)"** or **"Information"** includes, but is not limited to, emails and other types of electronic messages (such as text, instant, and direct messages), social media or other online content, data generated and stored by devices connected to the Internet of things (IoT), communications generated and stored in workplace collaboration tools or ephemeral messaging applications, and all associated data and metadata.
7. **"Identify"** with respect to a Person means to give, to the extent You know, the person's (a) full name; (b) present or last known address; and (c) current or last known place of employment.

8. **"Identify"** with respect to a Document means to give, to the extent You know, the (a) type of document; (b) general subject matter; (c) date of the document; and (d) author(s), addressee(s), and recipient(s). In the alternative, the responding party may produce the documents, together with identifying information sufficient to satisfy Rule 34 of the South Carolina Rules of Civil Procedure.

9. **"Identify"** with respect to Communications means to give, to the extent You know, (a) a description of the substance of the communication; (b) the form of the communication (e.g., telephone, facsimile, email, etc.); (c) the identity of all parties to and/or present at the time of the communication, as well as the full name, present or last known address, and the current or last known place of employment of each person; (d) the identity of the person whom You contend initiated the communication; and (e) the time, date, and place of the communication.

10. **"Person"** means any natural person or any legal entity, including but not limited to any business or governmental association, entity, or organization.

11. **"Relate"** or **"relating"/"Concern"** or **"concerning"** means consisting of, referring to, reflecting, concerning/relating to, or being in any way logically or factually connected with the matter discussed.

12. The terms **"and"** and **"or"** shall be construed disjunctively or conjunctively to bring within the scope of each interrogatory all responses which otherwise might be construed to be outside the scope of an interrogatory.

13. The terms **"all," "any," "each,"** and **"every"** encompass any and all of the matter discussed.

INSTRUCTIONS

1. Each interrogatory is to be answered fully based on information in Your possession, custody, or control, or in the possession, custody, or control of Your representatives, agents, or attorneys.

2. If You object to any interrogatory, either in its entirety or any part thereof, on the grounds of privilege or that the answer would reflect or reveal the substance of a privileged Communication, provide the information required by Rule 26 of the South Carolina Rules of Civil Procedure including, but not limited to, the nature of the privilege claimed, the date and place of the Communication, the general subject matter of the Communication, the author of the Communication, the method used for the Communication (written, spoken, in-person, electronically, etc.), the recipient(s) and intended recipient(s) of the Communication, and the relationship of the Communication's author to the recipient(s).

3. Unless another date is specified by the interrogatory itself, all of the following interrogatories pertain to the time period from January 1, 2021 through to the present.

4. These interrogatories are continuing in nature. If You receive or otherwise become aware of information responsive to any interrogatory after You have served Your answers to these interrogatories, You must promptly supplement Your answers to these interrogatories to provide such information, as required by Rule 26(e) of the South Carolina Rules of Civil Procedure.

INTERROGATORIES

1. Give the names and addresses of Persons known to You to be witnesses concerning the facts of this case and indicate whether or not written or recorded statements have been taken from the witnesses and indicate who has possession of such statements.

ANSWER:

2. Set forth a list of photographs, plats, sketches or other Documents in Your possession that relate to the claim(s) or defense(s) in the case.

ANSWER:

3. Set forth a list of all engineers, contractors, home inspectors and/or other residential home construction practitioners who have examined the work performed by the Plaintiff and for each person or entity identified provide the following information for each:

- a. the dates when the examination(s) occurred,
- b. the title and/or credential of the person performing the examination, approximate scope (portion of property, entire property, etc.) of the timber cutting and/or harvesting,
- c. the names and contact information of all persons and entities who were engaged in, or in any way connected to, inspection, and
- d. all financial arrangements You entered into with the aforementioned individuals and/or entities.

ANSWER:

4. Set forth the names and addresses of all insurance companies which have liability insurance coverage relating to the Plaintiff's claims against You and set forth the number or numbers of the policies involved and the amount or amounts of liability coverage provided in each policy.

ANSWER:

5. Set forth an itemized statement of all damages, exclusive of pain and suffering, You claim against the Plaintiff in this action.

ANSWER:

6. List the names and addresses of any expert witness(es), if any, whom You propose to use as a witness at the trial of the case.

ANSWER:

7. For each Person known to You to be a witness concerning the facts of the case, set forth either a summary sufficient to inform the other party of the important facts known to or observed by such witness, or provide a copy of any written or recorded statements taken from such witnesses.

ANSWER:

8. If Your name is improperly identified in the Complaint, give the proper identification and state whether You will accept service of an amended summons and pleading reflecting the correct information.

ANSWER:

9. Explain the factual and legal basis of Your claim that this action is “frivolous” in paragraph number 1 of Your counterclaim. Attach any Documents and/or Photos in Your possession that support this claim.

ANSWER:

10. Explain the factual basis of Your claim that the “roof replacement was paid in accordance with insurance estimate 0-09Q8-88L” based on an “ambiguous contract” in paragraph 1 of Your counterclaim. Attach any Documents and/or Photos in Your possession that support this claim.

ANSWER:

13. Describe in reasonable detail the deficiencies in “workmanship” You are claiming in paragraph number 3 of Your counterclaim. Attach any Documents and/or Photos in Your possession that support this claim.

ANSWER:

14. Describe in reasonable detail the “misrepresentations” You are claiming in paragraph number 3 of Your counterclaim. Attach any Documents and/or Photos in Your possession that support this claim.

ANSWER:

15. Describe in reasonable detail how the Plaintiff failed “to perform scope of work outlined in estimate under plaintiff knowledge” that You are claiming in paragraph number 3 of Your counterclaim. Attach any Documents and/or Photos in Your possession that support this claim.

ANSWER:

16. Explain the factual and legal significance, if any, behind Your allegation in paragraph number 3 of your counterclaim that Plaintiff used “subcontractors not employee [sic]” in performing work to the Property. Attach any Documents and/or Photos in Your possession that support this claim.

ANSWER:

17. Identify each specific area on Your roof where You claim Plaintiff failed to remove shingles for replacement in paragraph 4 of Your counterclaim. Attach any Documents and/or Photos in Your possession that support this claim.

ANSWER:

18. Identify each specific area on the Property where You claim Plaintiff “damaged 30 year gutters” in paragraph 4 of Your counterclaim. Attach any Documents and/or Photos in Your possession that support this claim.

ANSWER:

19. Identify each specific area on the Property where You claim Plaintiff “damaged and demolished full grown long tenue shrubbery” and “freshly laid sod” in paragraphs 5 & 6 of Your counterclaim. Attach any Documents and/or Photos in Your possession that support this claim.

ANSWER:

20. Identify the date of purchase, cost of purchasing/installing, and source of the “freshly laid sod” You claim Plaintiff damaged in paragraph 6 of Your counterclaim. Attach any Documents and/or Photos in Your possession that support this claim.

ANSWER:

22. Describe in reasonable detail the actions taken to resolve the “satellite” issue You raise in paragraph 7 of Your counterclaim including, but not limited to, the costs associated with those actions and who specifically performed those actions. Attach any Documents and/or Photos in Your possession that support this claim.

ANSWER:

23. Describe in reasonable the damage to the “wifi component on generator” that You allege in paragraph 8 of your counterclaim. Attach any Documents and/or Photos in Your possession that support this claim.

ANSWER:

24. Describe in reasonable detail the damage to “a/c fans” that You claim in paragraph 8 of your counterclaim. Attach any Documents and/or Photos in Your possession that support this claim.

ANSWER:

25. Describe in reasonable detail the actions taken to resolve the “wifi” and “a/c” issues You raise in paragraph 8 of Your counterclaim including, but not limited to, the costs associated

with those actions and who specifically performed those actions. Attach any Documents and/or Photos in Your possession that support this claim.

ANSWER:

26. Identify each specific area on the Property where You claim Plaintiff “contributed to exterior damage of vinyl underpinnings and facets” in paragraph 9 of Your counterclaim. Attach any Documents and/or Photos in Your possession that support this claim.

ANSWER:

27. With regard to paragraph 9 of your Counterclaim, describe in reasonable detail the condition of the “vinyl underpinnings and facets” before Plaintiff performed any work to the Property; specifically describe what additional damage You allege the Plaintiff caused to the “vinyl underpinnings and facets,” and explain how Plaintiff caused any additional damage. Attach any Documents and/or Photos in Your possession that support this claim.

ANSWER:

28. Describe in reasonable detail the actions taken to resolve the “exterior damage” You raise in paragraph 9 of Your counterclaim including, but not limited to, the costs associated with those actions and who specifically performed those actions. Attach any Documents and/or Photos in Your possession that support this claim.

ANSWER:

29. Explain the factual and legal basis of Your claim regarding the “law warranty” You alleged in paragraph number 10 of Your counterclaim. Attach any Documents and/or Photos in Your possession that support this claim.

ANSWER:

30. Describe in reasonable detail the conduct You claim was the “cyberbullying intimidation” you allege in paragraph 11 of Your counterclaim. Provide a detail explanation of all medical and/or therapeutic treatments You have received as a result of the alleged intimidation You claim in this lawsuit. Attach any Documents and/or Photos in Your possession that support this claim.

ANSWER:

31. With regard to the 30 year gutters You claim were damaged, identify the following:

- a. Date the gutters were purchased and the purchase price.
- b. Name of the person(s) and/or entity(ies) who sold and/or installed the gutters.
- c. Names of the person(s) and/or entity(ies) who either repaired the gutters or provided you with an estimate of those costs.

Attach any Documents and/or Photos in Your possession that support this claim.

ANSWER:

32. With regard to the shrubbery and sod (hereinafter collectively referred to as “Plantings”) You claim were damaged, identify the following:

- a. Dates the Plantings were purchased and the purchase prices.
- b. Names of the person(s) and/or entity(ies) who sold and/or installed the Plantings.
- c. Names of the person(s) and/or entity(ies) who either replaced the allegedly damaged Plantings or provided you with an estimate of those costs.

Attach any Documents and/or Photos in Your possession that support this claim.

ANSWER:

33. With regard to the Generator You claim was damaged, identify the following:

- a. Make and model of the Generator.

- b. Dates the Generator was purchased and the purchase price.
- c. Names of the person(s) and/or entity(ies) who sold and/or installed the Generator.
- d. Names of the person(s) and/or entity(ies) who either repaired the alleged damage to the Generator or provided you with an estimate of those costs.

Attach any Documents and/or Photos in Your possession that support this claim.

ANSWER:

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**PLAINTIFF'S FIRST SET OF CONTINUING REQUESTS TO PRODUCE
TO THE DEFENDANT**

Pursuant to Rules 26 and 34 of the South Carolina Rules of Civil Procedure, Plaintiff serves the following Requests to Produce on Defendant and asks the Defendant produces the following documents and other material to counsel for Plaintiff at 2001 Assembly Street, Suite 101, Columbia, SC 29201 within thirty (30) days.

DEFINITIONS

1. **"Answer"** means the Defendant's answer to complaint and counterclaims against Plaintiff filed in the above-captioned action.
2. **"Defendant", "You", "Your"** means Defendant Eric Ragsdale, the defendant in the above-captioned action, and any business, partnership, limited liability company, corporation, sole proprietorship, joint venture, and other entity he is or has been affiliated with any time during the relevant time period specified herein, and each of his employee, agents, officers, directors, representatives, consultants, accountants, and attorneys., including any person who served in any such capacity at any time during the relevant time period specified herein that has any interest in the Property that is the subject of this action as set forth below.
3. **"Plaintiff"** means Crescent Roofing & Remodeling, LLC.
4. **"Property"** refers to the following pieces of real property located in the County of Lexington, State of South Carolina, at 121 Shumpert Road, West Columbia, South Carolina (TMS# 007840-02-003).
5. **"Communication"** means the transmission of information or data in any form including but not limited to written, oral, or electronic transmissions.
6. **"Writing" or "Document"** means all materials within the scope of Rule 34, South Carolina Rules of Civil Procedure in any form (written, printed, typed, electronic) that is either in

Your possession or under Your control to include the possession or control of Your employees, agents and/or attorneys, regardless of whether the material is privileged or not, or whether you produced the material or received it from another source. Rule 34 material includes, but is not limited to, all correspondence, writings, drawings, graphs, charts, photographs, phonorecords, sound recordings, images, tapes, discs, computer generated data or data that is electronically stored (such as electronically-stored information (ESI)) that are stored in any medium whatsoever from which information can be obtained either directly or, if necessary, after translation by the responding party into a reasonably usable form, as well as all tangible things.

The term **“Writing”** or **“Document”** includes, but is not limited to, company policy and procedure material, sales records, employee work schedules, surveillance video and images, vehicle log books, fleet record manuals, emails and other types of electronic messages (such as text, instant, and direct messages), social media or other online content, data generated and stored by devices connected to the Internet of things (IoT), communications generated and stored in workplace collaboration tools or ephemeral messaging applications, and all associated data and metadata.

7. **“Person”** means any natural person or any legal entity, including but not limited to any business or governmental association, entity, or organization.

8. **“Relate”** or **“relating”** and **“Concern”** or **“concerning”** means consisting of, referring to, reflecting, concerning/relating to, or being in any way logically or factually connected with the matter discussed.

9. The terms **“and”** and **“or”** shall be construed disjunctively or conjunctively to bring within the scope of each interrogatory all responses which otherwise might be construed to be outside the scope of an interrogatory.

10. The terms “all,” “any,” “each,” and “every” encompass any and all of the matter discussed.

INSTRUCTIONS

1. You are required to perform a diligent search to identify and produce all Writings and Documents that are in Your possession, custody or control which are responsive to these Request to Produce. Your obligation to produce this material includes all material that is in the possession, custody or control of your employees, agents, servants, representatives, consultants, accountants, and attorneys.

2. If you object to any Request to Produce, either in its entirety or any part thereof, on the grounds of privilege please provide the information required by Rule 26 of the South Carolina Rules of Civil Procedure including, but not limited to, the nature of the privilege claimed, the date of the Document or Writing, the general subject matter of the Document or Writing, the author of the Document or Writing, the format of the Document or Writing (written, physical, recording, electronic, etc.), the recipient(s) and/or intended recipient(s) of the Document or Writing, and the relationship of the author to the recipient(s).

3. If any Writing or Document requested below has been lost, discarded, damaged or destroyed, you must provide a certified copy of the missing material. If you have no copies of the missing material, then you must describe the subject matter and contents of the missing material, its author(s) and recipient(s), the names of all persons with knowledge of the material and/or why it is missing, as well as the dates of its creation and/or its loss, discard, damage or destruction.

4. If you maintain that any of the Requests to Produce are too burdensome or expensive to produce, then you should describe the material that is the subject of Your objection with sufficient detail to demonstrate why the material would be burdensome or expensive to

produce, the steps or procedures necessary to produce the material, and why You cannot produce it.

5. These Requests for Production are continuing in nature. If you receive or otherwise become aware of material responsive to any Request after You have served Your answers to that Request, You must promptly supplement Your answer and provide the requested Document or Writing as required by Rule 26(e) of the South Carolina Rules of Civil Procedure.

REQUESTS TO PRODUCE

1. All Documents and Writing used by You to answer Plaintiff's First Set of Interrogatories that were served contemporaneously to You with these Requests to Produce.

2. All statements, written or recorded, of any Persons, including the parties, who are or may be called as witnesses regarding the allegations set forth in either the Plaintiff's Complaint or Your Answer & Counterclaim.

3. All photographs, plats, sketches or other Documents in Your possession that refer or relate to any claim or defense in the case.

4. All expert reports, evaluations, studies, tests, CVs, correspondence and/or opinions of any expert witness You intend to use at trial.

5. All Documents and Material relied on, or reviewed, by any expert on your behalf in this matter.

6. All Documents and Material that refer or relate to and damage to the Property that You are alleging in this lawsuit.

7. All Documents and Writings that refer or relate to Your counterclaim in this matter.

8. All Communication between You and any Person associated with the Plaintiff.

9. All Documents and/or Communication associated with Your allegation that Plaintiff, or any person or entity acting on the Plaintiff's behalf, bullied, intimidated or otherwise inflicted emotional distress on You.

10. All Documents and Writings that refer or relate to the damages You are claiming in this action.

11. All Communications between You and any Person and/or Entity regarding the issues raised in Your counterclaim.

THE PHILLIPS FIRM, LLC
Attorney & Counselor at Law

_____/Robert B. Phillips/_____
By Robert B. (Sam) Phillips, Esq.
SC Bar # 16954
1025 Calhoun Street #3
Columbia, SC 29201
(803)726-4268
Sam@PhillipsFirm.Net

Attorney for the Plaintiff.

From: Yolanda Couric
To: Robert Phillips
Cc: eric@shredwithus.com; Chris Lambeth; Terra Shipp
Subject: Re: Crescent Roofing v. Ragsdale
Date: Wednesday, July 26, 2023 10:36:58 AM

Good morning,

Thank you for the email. I agree the mediation will be more meaningful with some discovery. I have October 31, November 1, 2, 6, 7, 13, 14, and 15 open for mediation. Let me know what works for each of you.

Thanks,

Yolanda Couric
Couric Mediation LLC
(803)479-2304

On Jul 25, 2023, at 5:10 PM, Robert Phillips <sam@phillipsfirm.net> wrote:

Dear Ms. Couric, my name is Sam Phillips. I made an appearance in this case on Sunday to represent Crescent Roofing. As you know, this case originated in Magistrate's Court and despite its move to Circuit Court, no discovery has been completed. I served Mr. Ragsdale with interrogatories and requests to produce concerning his counterclaims by mail on Sunday so I don't anticipate a return from him until after September 8th. Additionally, I am not available during the first two weeks in September due to a prior engagement out-of-state. I know this case is getting old, but generally mediations without the benefit of discovery responses rarely succeed. I therefore propose asking the Court to extend the ADR deadline until the end of August so there is time to complete discovery. Under the circumstances, I believe the Court will approve the request.

Ms. Couric, I assume you are willing to mediate this case at a later date, therefore I ask that you provide me with your availability for a mediation during the first 2 weeks of November? I would like to update the Court about an alternate date if possible.

Mr. Ragsdale, please let me know if you agree to Crescent Construction's motion to postpone the mediation of this case? I will advise the Court of your position one-way-or-the-other and naturally, you may address the motion to the Court directly after it is filed if you care to. Also, could you share with us your availability during the first two weeks of November.

I am currently out-of-state working on another matter and will not return to Columbia for some time. If you need to reach me by telephone, please call my cell number (803) 606-5694

Thanks in advance for prompt responses to my proposals above. I look forward to

working with both of you on this matter.

<F716509DD04A47C9AC6ACB4A61EB44D8[3804878].jpg>

by Robert B. (Sam) Phillips, Esq.

2001 Assembly Street, Suite 101

Columbia, SC 29201

(803) 726.4268

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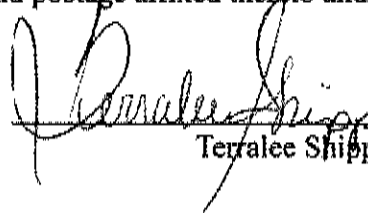
Sent from Mail for Windows

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF LEXINGTON	)	Civil Action No. 2022-CP-32-03934
	)	
Crescent Roofing & Remodeling LLC,	)	
	)	
Plaintiff,	)	
	)	
v.	)	
	)	
Eric Ragsdale,	)	
	)	
Defendant.	)	
	)	

DOCUMENTS HEREBY SERVED ON DEFENDANT:

- 1) PLAINTIFF'S REQUEST TO EXTEND ADR DEADLINE
- 2) PLAINTIFFS COUNSEL'S LETTER TO DEFENDANT RE: DEFENDANT'S DISCOVERY RESPONSES.
- 3) COVER LETTER.

On behalf of **Plaintiff Crescent Roofing & Remodeling LLC** in the above-captioned matter, I hereby certify that I am an employee of The Phillips Firm, LLC, and that I have served a copy of the aforementioned documents upon the below-named addressees by placing the same in the United States Mail, proper First Class pre-paid postage affixed thereto and/or electronic mailing, on this 23RD day of October 2023.


 Terralee Shipp

Columbia, South Carolina

DEFENDANT

Eric Ragsdale
 121 Shumpert Rd
 West Columbia, SC 29172

From: Robert Phillips
To: Shred With Us
Cc: Terra Shipp
Subject: RE: Crescent Roofing v. Ragsdale
Date: Monday, August 28, 2023 7:18:00 PM
Attachments: 2023.08.28 Ltr to E Ragsdale.pdf

Mr. Ragsdale, thank you for your email. I have attached a letter I sent you earlier today regarding your discovery responses and a request for an inspection. Your email this afternoon has rendered most of that letter moot, so please accept this email as a revision to my letter. I am allowed to grant a 30 day extension per the Rules of Civil Procedure and I am happy to do so which will extend the deadline for producing your discovery responses until September 27th, 2023. You may mail the material to me at the address below, or if more convenient you may scan the responses into an electronic and email them to me, which ever you prefer.

As you know, mediation is mandatory in all SC civil court cases. The cost of that mediation is to be borne equally by the parties which essentially means that each party pays an equal share of the mediator's hourly rate. While participation in such a mediation is mandatory, the rules do not prohibit the parties from attempting to mediate a settlement directly and if successful, thereby avoiding the cost of a mediation. I take your letter to mean that you are open to such a negotiation. Once I have an opportunity to review your discovery responses and confer with my client, I will reach back out to you to discuss a settlement. As it stands now, I know nothing more about your claims than what you put in your Answer. Without competent evidence of the damage you claim and a third party estimate of repair costs, I am unable to recommend considering your claims as they would likely be found unproven by a jury. Mr. Lambreth does not recall you pointing out any of the alleged deficiencies during the walk through you & he conducted after the work was completed and therefore is uninformed about the basis of your claims. If you intend to have repairs made to any of the items you are claiming, please let me know. In my letter, I mention my request to inspect your home so that I can observe the damage you claim. This is a routine request under Rule 34 of the South Carolina Rules of Civil Procedure. While I am happy to forego that inspection until after I review your written discovery responses and we have a chance to explore settlement options, I will have to challenge any damages claim made at trial if repairs were made before there was an opportunity observe the damage.

I disagree with your claim that Crescent Construction's reply to your counterclaim is precluded for a number of reasons, not the least of which is the complete absence of any prejudice to your position as nothing has been attempted in this matter since it was transferred to magistrate's court.

Let me know that you have received my email. Regards, Sam.

The Phillips Firm, LLC

Attorney & Counselor at Law

by Robert B. (Sam) Phillips, Esq.

2001 Assembly Street, Suite 101

Columbia, SC 29201

(803) 726.4268

This electronic transmission and any attached files are intended only for the person(s) or entity(ies) to which the transmission is addressed and may contain information that is privileged, confidential or otherwise protected from disclosure. If you received this transmission in error, please alert the sender by return email then permanently delete the transmission. Any retention and/or distribution of the transmission is strictly prohibited by applicable law.

From: Shred With Us <shred.swu@gmail.com>

Sent: Monday, August 28, 2023 3:18 PM

To: Robert Phillips <sam@phillipsfirm.net>

Cc: Terra Shipp <terra@phillipsfirm.net>

Subject: Fwd: Crescent Roofing v. Ragsdale

<shred.swu@gmail.com>

Subject: RE: Crescent Roofing v. Ragsdale

sam@phillipsfirm.net

Good Afternoon

I am reaching out to offer settlement options in the matter. We would be open to a fair proposal to avoid the stress of litigation.

We also are humbly requesting an extension of time in your discovery request, as we will in turn request discovery, if needed after the fact finding process in the mediation requirement.

If you elect not to grant the extension, we will be filing a motion to quash base on the ADR statutory requirements with a motion to strike.

We herein object to the Plaintiffs reply to counterclaims as untimely and precluded pursuant to the rules of civil procedure.

Kind regards,

Eric

Certificate Of Service

on behalf of Eric Ragsdale in the above-subject matter, responds to Plaintiffs documents herein dated July 23, 2023, and serves by electronic response informally , this 28th day of August, 2023.

Robert Phillips sam@phillipsfirm.net
ERIC RAGSDALE

From: Robert Phillips <sam@phillipsfirm.net>
Sent: Tuesday, July 25, 2023 5:11 PM
To: yolanda@courtiemediation.com
Cc: Eric Ragsdale <eric@shredwithus.com>; Chris lambeth <chrislambeth1967@gmail.com>; Terra Shipp <terra@phillipsfirm.net>
Subject: Crescent Roofing v. Ragsdale

Dear Ms. Courie, my name is Sam Phillips. I made an appearance in this case on Sunday to represent Crescent Roofing. As you know, this case originated in Magistrate's Court and despite its move to Circuit Court, no discovery has been completed. I served Mr. Ragsdale with interrogatories and requests to produce concerning his counterclaims by mail on Sunday so I don't anticipate a return from him until after September 8th. Additionally, I am not available during the first two weeks in September due to a prior engagement out-of-state. I know this case is getting old, but generally mediations without the benefit of discovery responses rarely succeed. I therefore propose asking

the Court to extend the ADR deadline until the end of August so there is time to complete discovery. Under the circumstances, I believe the Court will approve the request.

Ms. Courie, I assume you are willing to mediate this case at a later date, therefore I ask that you provide me with your availability for a mediation during the first 2 weeks of November? I would like to update the Court about an alternate date if possible.

Mr. Ragsdale, please let me know if you agree to Crescent Construction's motion to postpone the mediation of this case? I will advise the Court of your position one-way-or-the-other and naturally, you may address the motion to the Court directly after it is filed if you care to. Also, could you share with us your availability during the first two weeks of November.

I am currently out-of-state working on another matter and will not return to Columbia for some time. If you need to reach me by telephone, please call my cell number (803) 606-5694

Thanks in advance for prompt responses to my proposals above. I look forward to working with both of you on this matter.

<image009.jpg>

by Robert B. (Sam) Phillips, Esq.
2001 Assembly Street, Suite 101
Columbia, SC 29201
(803) 726.4268

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Sent from Mail for Windows

From: Robert Phillips
To: eric@shredwithus.com
Cc: Terra Shipp
Subject: Discovery Due and ADR Issue in Crescent Roofing vs. Eric Ragsdale
Date: Wednesday, October 4, 2023 5:00:00 PM
Attachments: 2023.10.04 Ltr to E Ragsdale re Discovery ADR.pdf

Dear Mr. Ragsdale, please let me know if you will be providing discovery responses. I have attached a letter to you updating you on the case. While I believe the Court will provide additional time, it will not provide an unlimited amount of time to complete mediation and with the coming holidays, schedules generally fill up quickly.



by Robert B. (Sam) Phillips, Esq.
2001 Assembly Street, Suite 101
Columbia, SC 29201
(803) 726.4268

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STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF LEXINGTON	)	Civil Action No. 2022-CP-32-03934
	)	
Crescent Roofing & Remodeling LLC,	)	
	)	
Plaintiff,	)	STATEMENT DECLARATION OF ERIC
	)	RAGSDALE WHY DELAY OF SERVICE OF
v.	)	PLAINTIFF'S DISCOVERY TO
	)	DEFENDANT ERIC RAGSDALE
Eric Ragsdale,	)	
	)	
Defendant.	)	

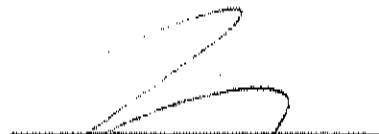
I, Eric Ragsdale, Defendant in the above-captioned matter, was served with a "Discovery" request by the Plaintiff, after an extension was granted by the Plaintiff, request was due on or before September 27, 2023.

I, Eric Ragsdale, discovered the electronic submission was delayed outside of my control in the submission to Plaintiff's attorney, not deliberate, intentional or by lack of response.

I, Eric Ragsdale by attached admin notice from Defendant's third-party communication carrier, to demonstrate reason for delay for "Discovery" not in accordance with the South Carolina Rules Of Civil Procedure.

I, Eric Ragsdale in response to, hereby submit request by notice of receipt "Discovery" request, this 4th day of October 2023.

I, Eric Ragsdale by declaration, would testify under oath, to oppose any sanctions that would be sought for error beyond my control in the above-captioned matter.


Eric Ragsdale, Pro'se Defendant

Columbia, South Carolina

This 4th Day Of October, 2023.

Microsoft is aware of the following issues, which may affect your organization. There's no need to contact support. We'll provide updates as we learn more.

Latest notifications (1) ^

-  Some users may be intermittently unable to access their Exchange Online mailboxes using any connection method 

 Started 12/02/2023 12:09 AM

Previous notifications (4) ^

-  Reminder to authenticate outbound email with SPF, DKIM, and DMARC 

 Started 09/19/2023 4:19 PM

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF LEXINGTON	)	Civil Action No. 2022-CP-32-03934
	)	
Crescent Roofing & Remodeling LLC,	)	
	)	
Plaintiff,	)	
	)	PLAINTIFF'S DISCOVERY TO
v.	)	DEFENDANT ERIC RAGSDALE
	)	
Eric Ragsdale,	)	
	)	
Defendant.	)	

TO: PLAINTIFF CRESCENT ROOFING & REMODELING

DEFENDANT'S PRO'SE RESPONSES AND OBJECTIONS

RESPONSE TO PLAINTIFFS' FIRST SET OF INTERROGATORIES

Pursuant to Rules 26 and 33 of the South Carolina Rules of Civil Procedure, Defendant Eric Ragsdale ("Defendant") hereby responds to Plaintiffs' First Set of Interrogatories to Defendant Eric Ragsdale, answered by number of each question in discovery document, identically numerically, and :

- a. The information supplied in these Answers is not based solely on the complete knowledge of the executing party, but attempt to comply to request, with limited skill and as a layman.
- b. The word usage and sentence structure are that of a pro se litigant, without an attorney and does not purport to be the exact language of the executing party.

GENERAL OBJECTIONS AND RESERVATION OF RIGHTS

1. Defendant objects to Plaintiffs' Discovery Requests to the extent they deviate from

or purport to impose requirements other than or in addition to those required by the South Carolina Rules of Civil Procedure.

2. Defendant objects to Plaintiffs' Discovery Requests to the extent they seek

information or documents outside the scope of discovery permissible under the South Carolina Rules of Civil Procedure.

3. Defendant objects to Plaintiffs' Discovery Requests to the extent that they seek

information or documents protected by future Attorney-Client Privilege, the litigant or Attorney Work Product Doctrine, or any other applicable privilege or immunity. None of these responses is intended as, or should be construed as a waiver or relinquishment of any part of the protections afforded by the Attorney-Client Privilege, the Attorney Work Product Doctrine, or any other applicable privilege or immunity.

4. Defendant objects to Plaintiffs' Discovery Requests to the extent that they seek

information or documents that are beyond his custody, possession, or control and/or seek information that is equally available to Plaintiffs.

5. Defendant objects to Plaintiffs' Discovery Requests to the extent they seek

information or documents for any period of time beyond any applicable statute of limitations.

6. Defendant objects to Plaintiffs' Discovery Requests because they contain

undefined terms which make them vague, ambiguous, overbroad, unduly burdensome, and oppressive.

7. Defendant expressly limits its responses to Plaintiffs' Discovery Requests to the information or documents that can be located after a reasonable and diligent search, within the short period allowed, of its records believed most likely to contain the responsive information.

8. Defendant's investigation into the facts alleged in Plaintiffs' Complaint and Defendants counterclaim is ongoing, and he continues to search for information or documents responsive to Plaintiffs' Discovery Requests. As additional information or documents become available, Defendant reserves the right to amend, modify, clarify and/or supplement its responses and objections as appropriate.

9. Defendant's decision to provide information or documents notwithstanding the objectionable nature of Plaintiffs' Discovery Requests is not to be construed as an admission that the information or document is relevant, as a waiver of the general or specific objections, or as an agreement that future requests for similar discovery will be treated in a similar manner.

10. These General Objections and Limitations apply to each of Plaintiffs' Discovery Requests as though restated in full in response thereto. To the extent Defendant asserts objections to individual requests, those objections shall apply equally to any subparts of the request.

11. I object to each interrogatory to the extent that it calls for the disclosure of information outside the scope of the time, place, subject matter, and circumstances of the occurrences mentioned or complained of in the Complaint or Counterclaim.

WITHOUT WAIVING THESE DEFENSES, I RESPOND AS FOLLOWS:

RESPONSE TO PLAINTIFF'S FIRST SET OF INTERROGATORIES TO DEFENDANT

1. Defendant objects to this interrogatory on the grounds that it is overbroad, oppressive, unduly burdensome, and calls for speculation. Without waiving the objections, Defendant responds that he is unaware of the identity of any persons, other than the Plaintiffs, who may have knowledge of the facts alleged in the Complaint.

2. Defendant objects to Plaintiffs' Discovery Requests to the extent that they seek information or documents that are beyond his custody, possession, or control and/or seek information that is equally available and provided to Plaintiff.

3. Defendant objects to this interrogatory on the grounds that it is overbroad, oppressive, unduly burdensome, and calls for speculation. Without waiving the objections, Defendant responds that he is unaware of the identity of any persons, other than the Plaintiffs, who may have knowledge of the facts alleged in the Complaint other than the Plaintiff of the communication and inspection of the workmanship notice.

4. Defendant objects to Plaintiffs' Discovery Requests to the extent they seek information or documents outside the scope of discovery permissible under the South Carolina Rules of Civil Procedure.

5. Defendant objects to this interrogatory on the grounds that it is overbroad, oppressive, unduly burdensome, expensive, and calls for speculation. Plaintiff was provided damage assumptions by text communication, pictures and his own personal witnesses of claim, and claim is subject to compensatory evaluation by expert or restoration to the undamaged state and is unavailable at this time. Damage claims, in whole or part, for jury determination assessment of punitive request at trial.

6. Defendant objects and reserve the right to explore for trial, any expert witnesses, but no decision has been made and request is outside the scope of the South Carolina Rules Of Civil Procedure.

7. Defendant objects Plaintiffs' Discovery Requests to the extent that they seek information or documents that are is equally available and provided to Plaintiff. All communication was verbal and written between Plaintiff, Defendant and State Farm adjuster, which Plaintiff has knowledge and possession of this information.

8. Defendant objects.

9. Defendant objects, that the factual or legal theory is subject to trial preparation or stage and any documents or photos applicable is determinable by Plaintiffs financial demand in complaint of Defendants denial in counterclaim dispute of defective workmanship and Plaintiff's electronic communication agreement to restore property damage. Defendant objects to Plaintiffs' Discovery Requests to the extent that they seek information or documents that are t is equally available and privy to Plaintiff's electronic device.

10. Defendant objects to Plaintiffs' Discovery Requests to the extent they deviate from or purport to impose requirements other than or in addition to those required by the South Carolina Rules of Civil Procedure.

11. Defendant objects to Plaintiff's discovery request as the facts would be determinable by trial and the extent that they seek information or documents that is equally available and provided to Plaintiff.

12. Defendant objects to Plaintiff's discovery request as the facts is unreasonably cumulative or duplicative and would be determinable by trial and the extent that they seek information or documents that is equally available and provided to Plaintiff.

13. Defendant objects to Plaintiffs' Discovery Requests to the extent they deviate from or purport to impose requirements other than or in addition to those required by the South Carolina Rules of Civil Procedure.

14. Defendant objects to Plaintiff's discovery request as the facts would be determinable by trial and the extent that they seek information or documents that is equally available and provided to Plaintiff. Defendant objects to Plaintiffs' Discovery Requests to the extent they deviate from or purport to impose requirements other than or in addition to those required by the South Carolina Rules of Civil Procedure.

15. Defendant objects, in part, but for clarity, this statement was a clerical error should read "failures in removing shingles for replacement damaged...." Defendant objects to the remaining of Plaintiff's discovery request as the facts is unreasonably cumulative or duplicative and would be determinable by trial and the extent that they seek information or documents that is equally available and provided to Plaintiff.

16. Defendant objects to Plaintiff's discovery request as the facts is unreasonably cumulative or duplicative and would be determinable by trial and the extent that they seek information or documents that is equally available and provided to Plaintiff.

17. Defendant objects to Plaintiffs' Discovery Requests to the extent that they seek information or documents that are beyond his custody, possession, or control and/or seek information that is equally available to Plaintiffs.

18. Defendant objects to Plaintiff's discovery request as the facts is unreasonably cumulative or duplicative and would be determinable by trial and the extent that they seek information or documents that is equally available and provided to Plaintiff.

19. Defendant objects to Plaintiff's discovery request as the facts is unreasonably cumulative or duplicative and would be determinable by trial and the extent that they seek information or documents that is equally available and provided to Plaintiff.

20. Defendant objects to Plaintiffs' Discovery Requests to the extent that they seek information or documents that are beyond his custody, possession, or control and/or seek information that is equally available and provided to Plaintiff. Shingles being removed from structure fall intentionally to ground, negligently of failure to protect areas, surfaces, or premises, broke off Wi-Fi antenna for remote monitoring.

21. Defendant objects to Plaintiff' discovery requests to the extent Plaintiff has equal knowledge of damage to premises and property, from removal of old shingles to ground.

22. Defendant objects to Plaintiff's discovery request as the facts are unreasonably cumulative or duplicative and would be determinable by trial and the extent that they seek information or documents that is equally available and provided to Plaintiff. Defendant had the repairs performed and or corrected in the seasonal operation requirements of components. Discovery request seeks information or documents that are beyond his custody, possession, or control of Defendant at this time.

23. Defendant objects to Plaintiff's discovery request as the facts is unreasonably cumulative or duplicative and would be determinable by trial and the extent that they seek information or documents that was made and is equally available and provided to Plaintiff.

24. Defendant objects to Plaintiff's discovery request as the facts would be determinable by trial and the extent that they seek information or documents that is equally available and provided to Plaintiff. Defendant objects to Plaintiffs' Discovery Requests to the extent they deviate from or purport to impose requirements other than or in addition to those required by the South Carolina Rules of Civil Procedure.

25. Defendant objects to Plaintiff's discovery request as the facts are unreasonably cumulative or duplicative and would be determinable by trial and the extent that they seek information or documents that are not available at this time, but damages were, equally available and known to, and viewed by Plaintiff. Defendant has not resolved the "exterior damage."

26. Defendant objects to Plaintiffs' Discovery Requests to the extent they deviate from or purport to impose requirements other than or in addition to those required by the South Carolina Rules of Civil Procedure. Such a request requires expertise and to perform a legal analysis and request a legal opinion.

27. Defendant objects to Plaintiffs' discovery requests to the extent they are overbroad and deviate from or purport to impose requirements other than or in addition to those required by the South Carolina Rules of Civil Procedure. Further, the extent of the request, would further injure the Defendant, that Plaintiff originally intended to impose a wrongful act purposely and willingly, for the Defendant to suffer for advantage of acts, to collect a debt, subjecting the Defendant to annoyance, embarrassment, and unwarranted oppression. Defendant reserves the right to sever claim in the counterclaim into a tort action.

28. 29. 30. Defendant objects to paragraphs 28, 29, 30, of Plaintiffs discovery requests, as the facts is unreasonably cumulative or duplicative, and any documents substantiating exact value of replacement is equally available to Plaintiff, that original documents are beyond his custody, possession, or control and would be determinable by trial and the extent that they seek information or documents that are speculation, that is equally available and was provided to Plaintiff.

DEFENDANT'S RESPONSE TO REQUEST TO PRODUCE

1. 2.3.4.5.6.7.8.10.11. Defendant incorporates all previous objections and objects to the request of production in its entirety as follows:

1. Plaintiff was provided text, pictures and Plaintiff personally assessed the damage. This request seeks information or documents that is equally available and provided to Plaintiff.

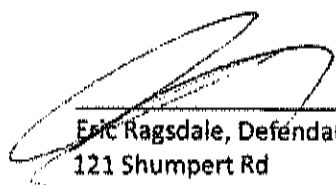
2. Plaintiff seeks information of work that has been lost, discarded, or not available to Defendant at this time. Defendant seeks restoration to damage of property known to Plaintiff, to its original condition, before work was performed, in consideration that value may be economically valued higher to correct in today's environment.

3.Plaintiff's request is burdensome and requires speculation that Plaintiff may refute and can only be determined by trial, in compensatory characterization by experts. Plaintiff was provided opportunity to determine.

4.Plaintiff's request continuing in nature would be Requests to the extent they deviate from or purport to impose requirements other than or in addition to those required by the South Carolina Rules of Civil Procedure.

5.Plaintiff's request is overbroad for identity of persons or all persons and or all communication, materials, correspondence related to the damage of property, defective workmanship, threats, collections, in this case with limited witnesses and reliance solely on text messages, pictures and witnessed by Plaintiff, in and between direct communication of Defendant and Plaintiff.

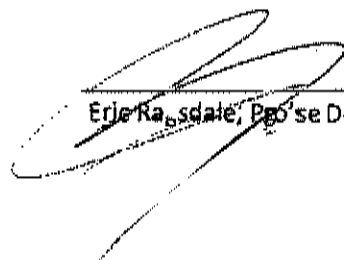
6.Defendant objects to any intrusive request outside of trial production or mediation. Any documents or tangible things shall set forth the items to be inspected either by individual item or by category and describe each item and category with reasonable particularity. The attached is not limited to, but also available to Plaintiff, the availability or availability not currently in custody of Defendant.


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

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF LEXINGTON	)	Civil Action No. 2022-CP-32-03934
	)	
Crescent Roofing & Remodeling LLC,	)	
	)	
Plaintiff,	)	
	)	PLAINTIFF'S DISCOVERY TO
v.	)	DEFENDANT ERIC RAGSDALE
	)	
Eric Ragsdale,	)	
	)	
Defendant.	)	

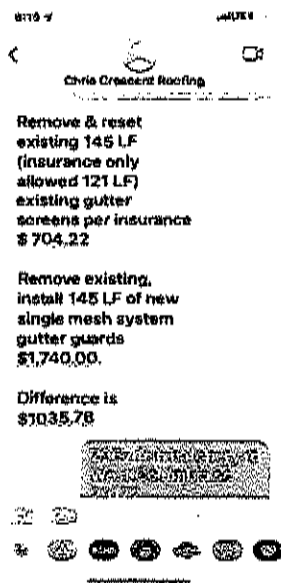
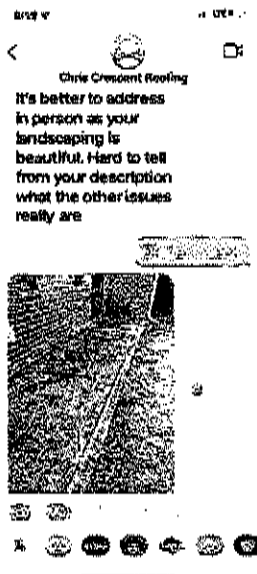
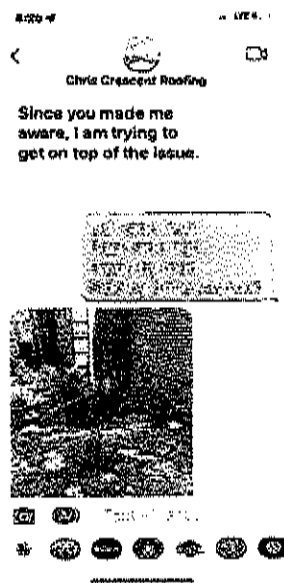
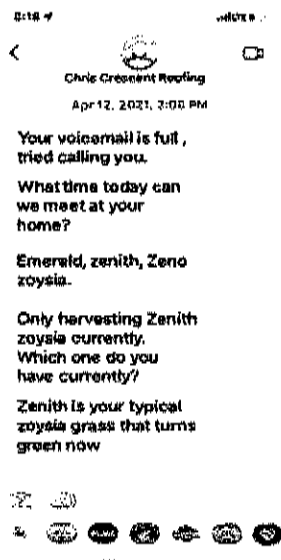
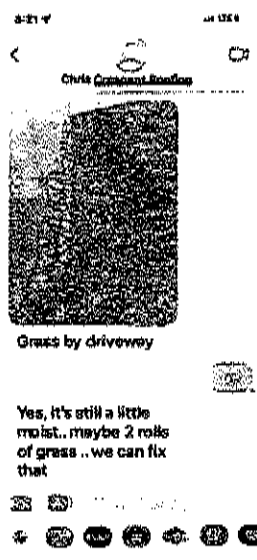
CERTIFICATE OF SERVICE

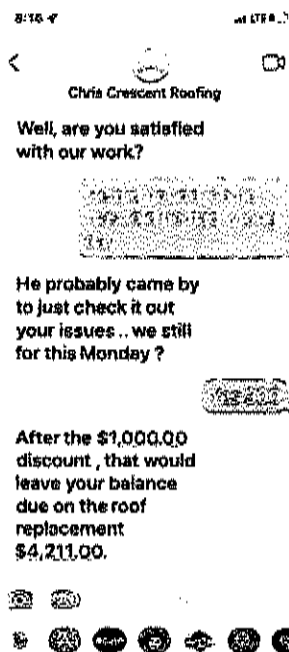
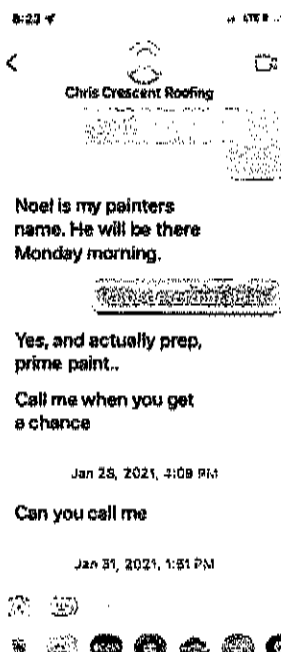
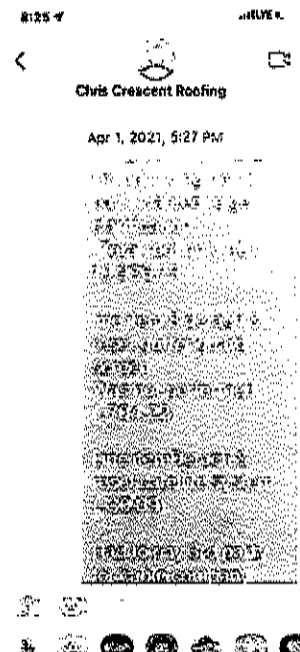
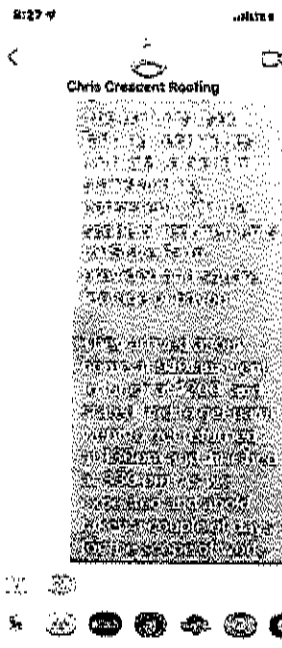
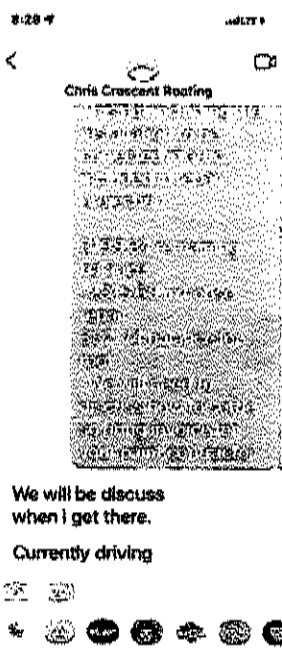
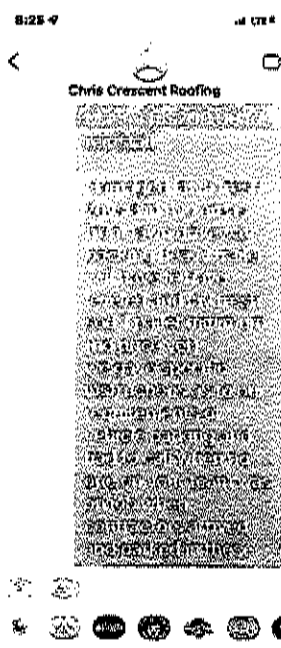
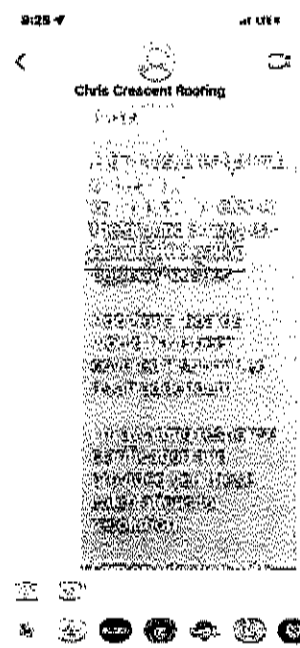
The Defendant Eric Ragsdale in the above-captioned matter, certifies that the copy of the document requested, Plaintiff's request for Discovery, was sent by electronic transmission to sam@phillipsfirm.net on or before September 27th 2023, to Plaintiff's attorney of record Robert B. Phillips, ESQ, by permission in former email correspondence dated, August 28th, 2023.


Eric Ragsdale, Pro se Defendant

Columbia, South Carolina

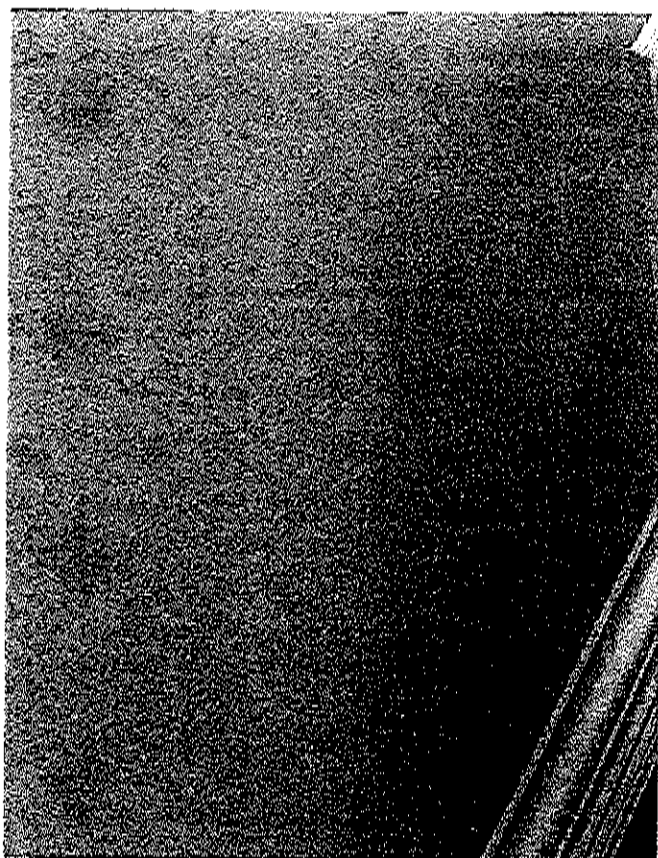
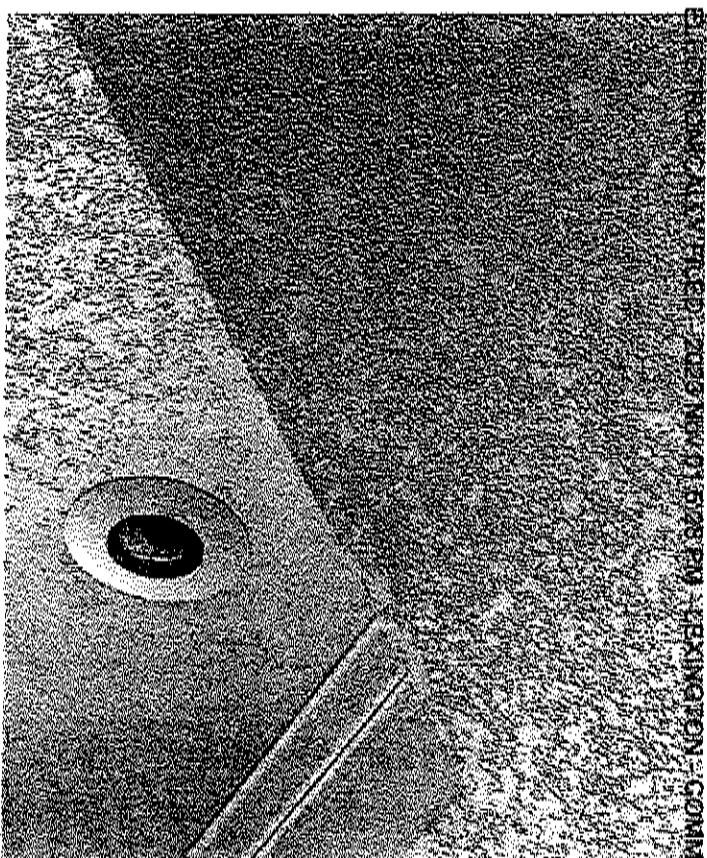
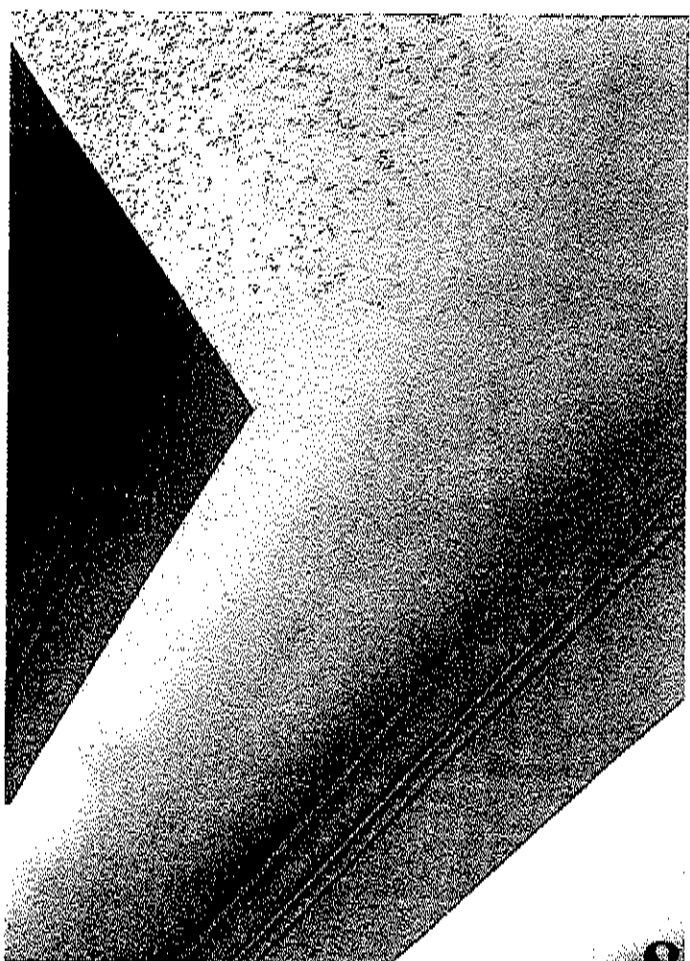
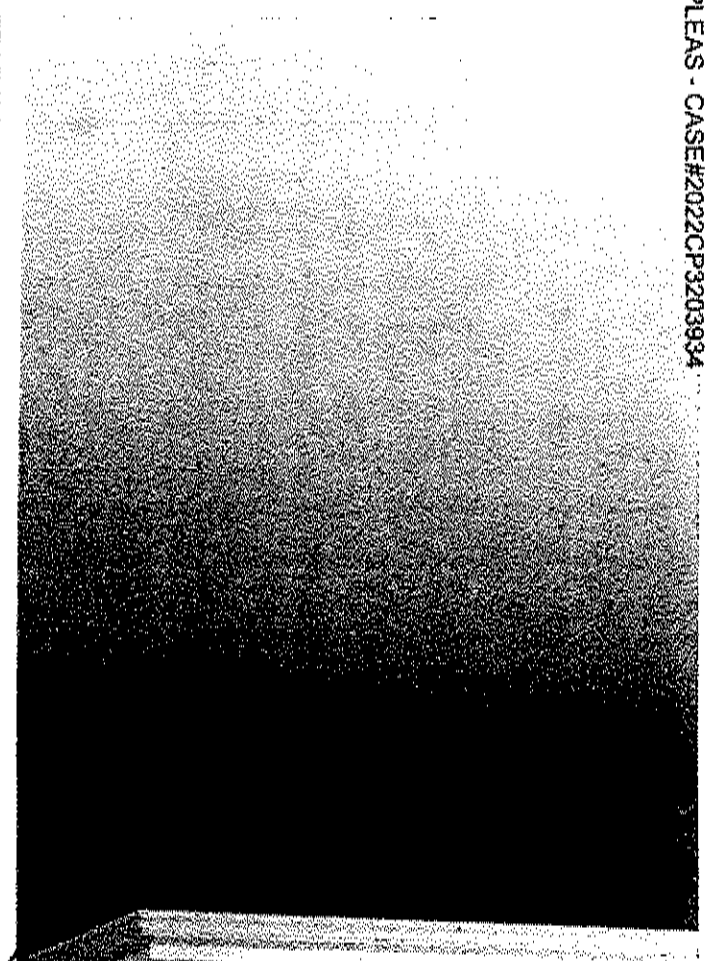
PLAINTIFF ATTORNEY
sam@phillipsfirm.net

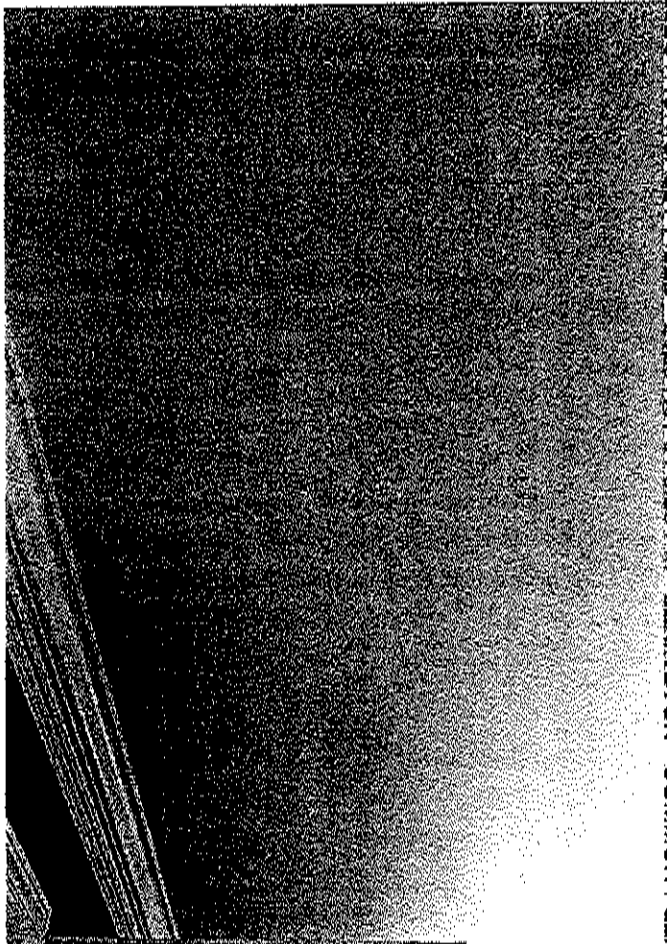
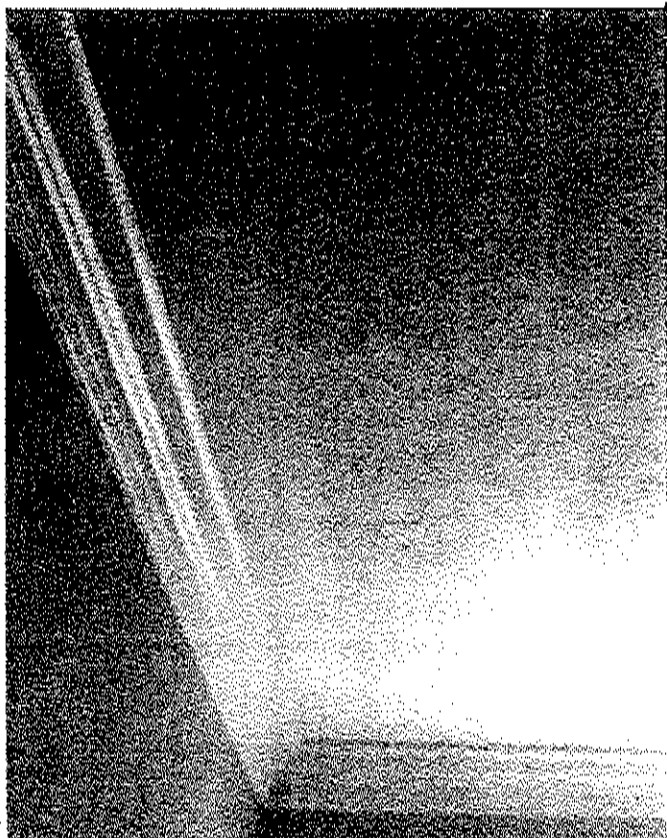
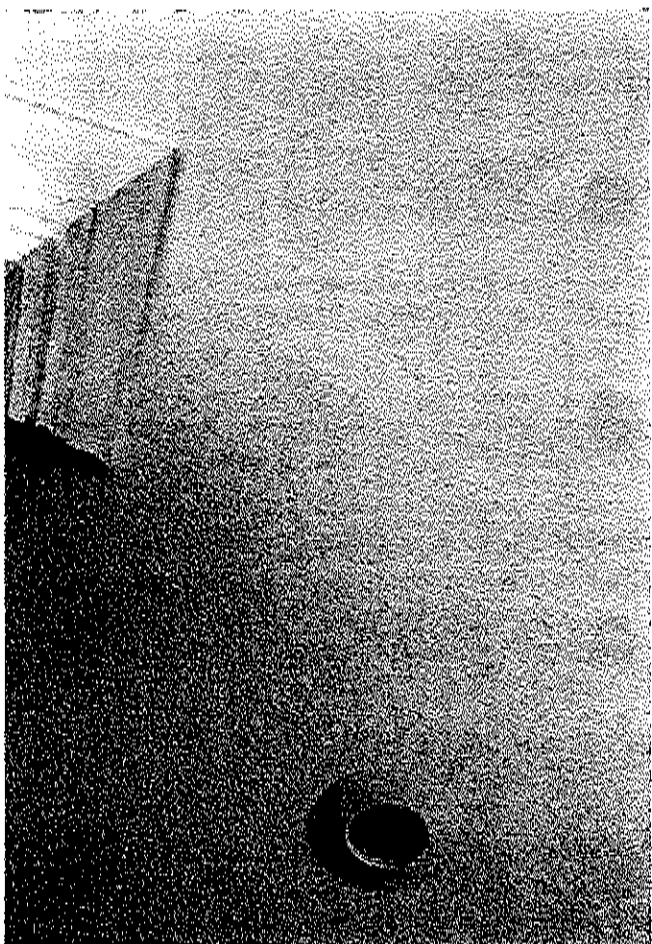
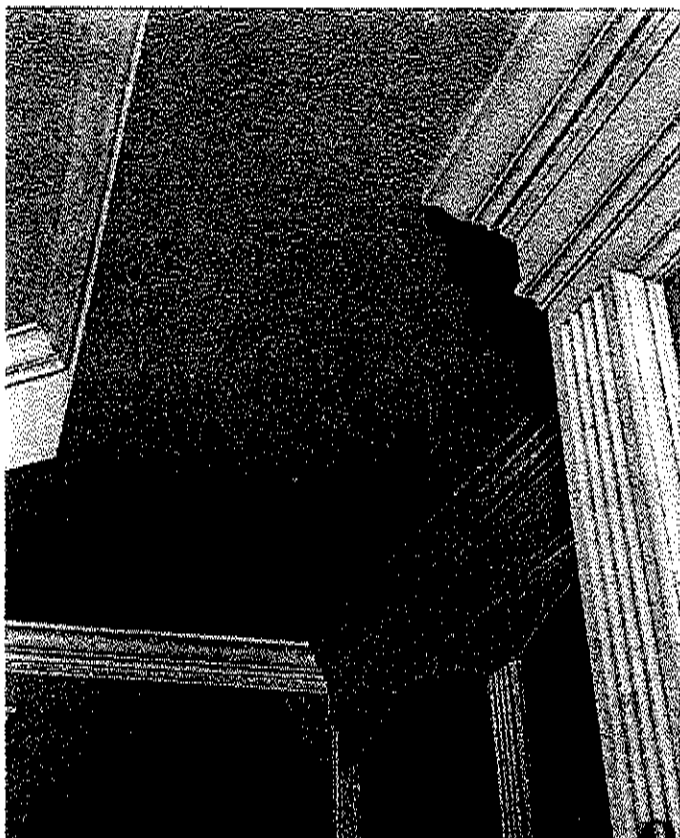


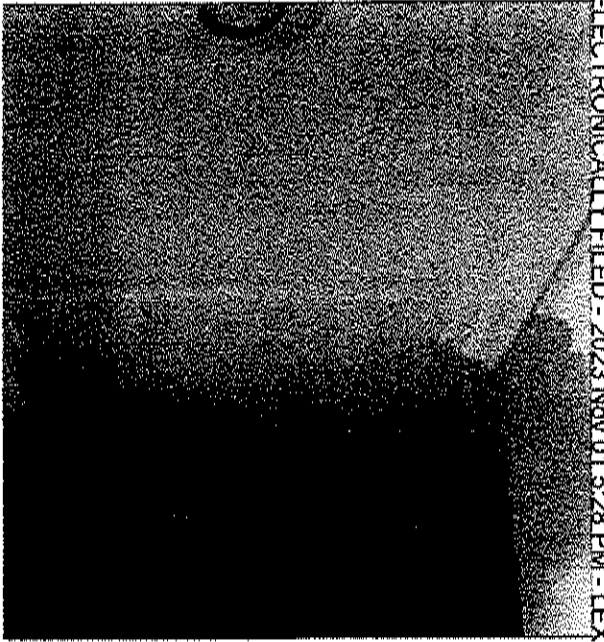
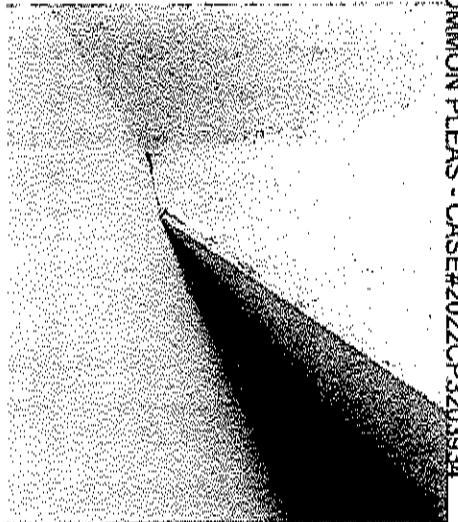
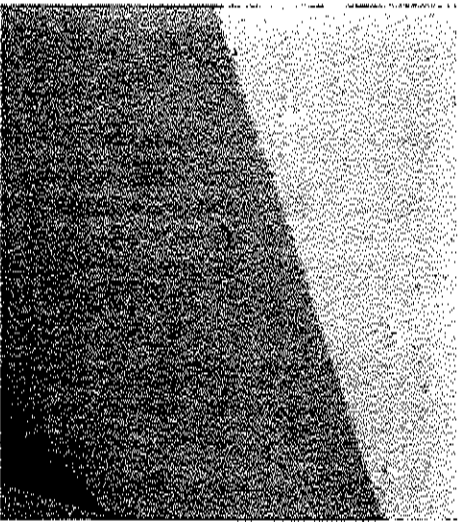
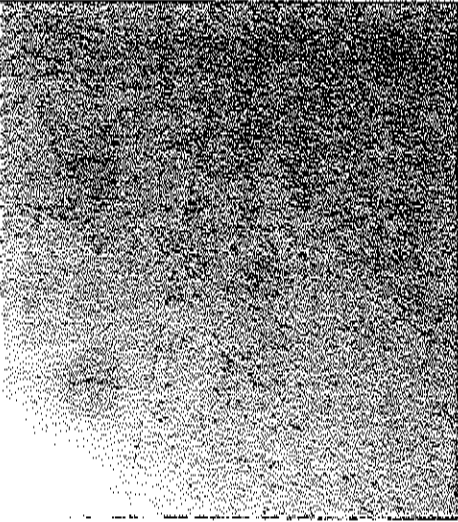
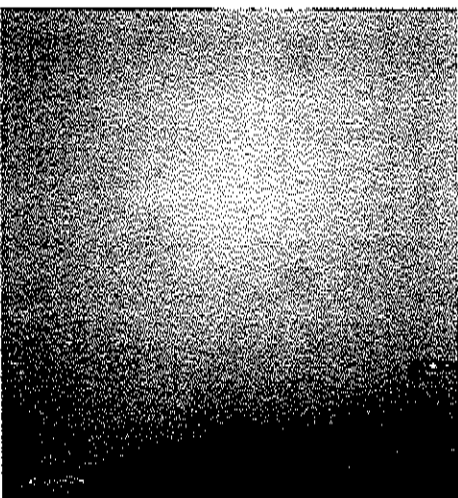
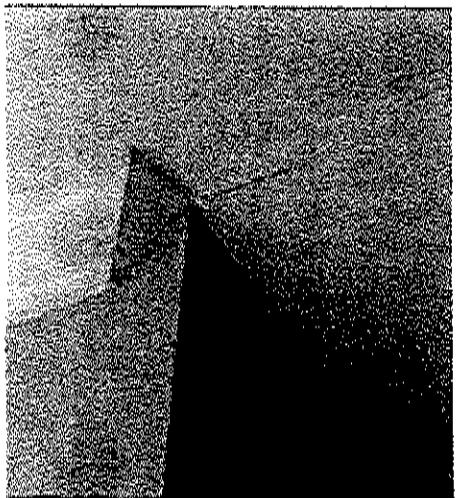


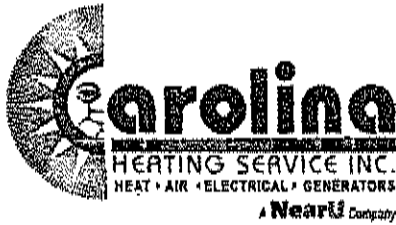
We will be discuss when i get there.
Currently driving











Carolina Heating Service
PO Box 6732
Greenville, SC 29606
(864) 232-5684

PAID
1/18/2021
BAST

BILL TO
Eric Ragsdale
121 Shumpert Rd
West Columbia, SC 29172 USA

INVOICE

INVOICE DATE
Jan 18, 2021

JOB ADDRESS
Eric Ragsdale
121 Shumpert Rd
West Columbia, SC 29172

Completed Date: 1/18/2021
Payment Term: Due Upon Receipt
Due Date: 1/18/2021

DESCRIPTION OF WORK

REMOVED OMNI #18634, INSTALLED DAMAGED MOBILE LINK PER OFFICE
REPLACED LID AND MOBILE LINK DAMAGED BY CUSTOMER'S ROOF
REPLACEMENT NOT COVERED BY WARRANTY OR MEMBERSHIP

GENERAC 22KWE GENERATOR
M# G0070431 S# 3002350265
FUEL TYPE: NG
Run Hours: 36.9 Load Test: OK Amps: 3.2/3.1
RPM: 3600 HZ: 60 Battery Voltage: NEW
Output Voltage: 240 Oil Levels: OK
Monitor Info ID# MOBLIE LINK
Group 26

TASK	DESCRIPTION	QTY	PRICE	TOTAL
Lid - Group 26	Damaged Lid - Group 26	1.00	\$1256.00	\$1256.00
Call Visit	Schedule Visit Terms Outside Warranty	1.00	\$427.00	\$427.00
Mobile Link Link	Membership Mobile Link Replacement New Module	1.00	\$627.00	\$627.00

Covered

SUB-TOTAL	\$2310.00
TAX	\$150.64
TOTAL DUE	\$2460.64
BALANCE DUE	\$2460.64

Thank you for choosing Carolina Heating Service a NearU Company.

CUSTOMER AUTHORIZATION

This invoice is agreed and acknowledged. Payment is due upon receipt. A service fee will be charged for any returned checks, and a financing charge of 1% per month shall be applied for overdue amounts.

Sign here

Date 1/18/2021

CUSTOMER ACKNOWLEDGEMENT

I find and agree that all work performed by Carolina Heating has been completed in a satisfactory and workmanlike manner. I have been given the opportunity to address concerns and/or discrepancies in the work provided, and I either have no such concerns or have found no discrepancies or they have been addressed to my satisfaction. My signature here signifies my full and final acceptance of all work performed by the contractor.

Sign here

Date 1/18/2021



THE PHILLIPS FIRM, LLC
ATTORNEY & COUNSELOR AT LAW

23 October 2023

Eric Ragsdale
121 Shumpert Rd
West Columbia, SC 29172

Re: Crescent Roofing & Remodeling LLC v. Eric Ragsdale
Civil Action No. #2022-CP-32-03934

Dear Mr. Ragsdale,

I am in receipt of your discovery responses that arrived via email. I have not received any responses via the mail. Many of your responses are inadequate and fail to provide the documents and information sought. I would ask that you supplement those responses with the requested documents and information by Tuesday, 31 October 2023. If I have not received the materials by then, I will be forced to file motions to compel the responses and strike those portions of your counterclaim that have not been supported with evidence and/or testimony. I have listed my specific objections to your responses below.

Interrogatory #1 > Your objections to the scope and burden of this interrogatory are without merit, this Interrogatory is one of the standard interrogatories set forth by the South Carolina Rules of Civil Procedure. You may find those Rules at <https://www.sccourts.org/courtReg/>. Additionally, your claim to be "unaware of the identify of any persons, other than the plaintiffs, who may have knowledge of the facts of the alleged complaint" misstates the Interrogatory which seeks the "names and addresses of Persons known to You to be witnesses concerning the facts of this case." Those Persons include anyone who had knowledge of the damages you claim in your counterclaims.

Interrogatory #2 > Your objections to the scope and availability of this material are without merit, this Interrogatory is one of the standard interrogatories set forth by the South Carolina Rules of Civil Procedure. The Interrogatory asks for copies of all photos, sketches and Documents in your possession that relate to this case. The few photographs you provided were poor quality scans and unrecognizable. Please send proper copies to my office at the address listed below.

Interrogatories #3 & #6 > Your objections to the scope and availability of this material are without merit as these Interrogatories are standard interrogatories of the South Carolina Rules of Civil Procedure that asks you to identify any construction professional or expert you intend to rely on in making your case and/or proving your damages. Please fully respond to this Interrogatory otherwise I will be forced to move to exclude any professional witness you seek to call in this case.

Interrogatory #4 > Your objection to this Interrogatory as "outside the scope" of the South Carolina Rules of Civil Procedure is without merit as it is one of the standard interrogatories set

OFFICE ADDRESS

2001 ASSEMBLY STREET, STE 101
COLUMBIA, SC 29201

(803) 726-4269

WWW.PHILLIPSFIRM.NET

89

MAILING ADDRESS

1025 CALHOUN STREET, BOX 3
COLUMBIA, SC 29201

Letter to Eric Ragsdale
23 October 2023
Page 2

forth in the Rules. Please fully respond to this Interrogatory otherwise I will be forced to move for sanctions and other appropriate relief.

Interrogatory #5 > Your objections to this Interrogatory are without merit as it is one of the standard interrogatories set forth by the South Carolina Rules of Civil Procedure. Please fully respond to this Interrogatory otherwise I will be forced to move to have all or some of your counterclaim stricken and other appropriate relief.

Interrogatory #7 > Your objections to this Interrogatory are without merit as it is one of the standard interrogatories set forth by the South Carolina Rules of Civil Procedure. Please fully respond to this Interrogatory otherwise I will be forced to move to have all or some of your counterclaim stricken and other appropriate relief.

Interrogatory #8 > Your objections to this Interrogatory are without merit as it is one of the standard interrogatories set forth by the South Carolina Rules of Civil Procedure. Please fully respond to this Interrogatory otherwise I will be forced to move to have all or some of your counterclaim stricken and other appropriate relief.

Interrogatory #9 > Your objections to this Interrogatory are without merit. South Carolina law clearly allows a counterclaim defendant to inquire as to the basis of legal claims brought against the Defendant. You have claimed Plaintiff's action is "frivolous" and therefore the Plaintiff asks you to explain the basis of that claim and produce all Documents and materials that support your allegation. Please fully respond to this Interrogatory otherwise I will be forced to move to have all or some of your counterclaim stricken and other appropriate relief.

Interrogatory #10 > Your objections to this Interrogatory are without merit. South Carolina law clearly allows a counterclaim defendant to inquire as to the basis of legal claims brought against the Defendant. You have claimed Plaintiff's action is based on a "ambiguous contract" and therefore the Plaintiff asks you to explain the basis of that claim and produce all Documents and materials that support your allegation. Please fully respond to this Interrogatory otherwise I will be forced to move to have all or some of your counterclaim stricken and other appropriate relief.

Interrogatory #13 > Your objections to this Interrogatory are without merit. South Carolina law clearly allows a counterclaim defendant to inquire as to the basis of legal claims brought against the Defendant. You have claimed "deficiencies in the workmanship" in the roof Plaintiff installed on your home. You mentioned none of these deficiencies during the final walkthrough for the work; therefore the Plaintiff asks you to explain the basis of that claim and produce all Documents and materials that support your allegation. Please fully respond to this Interrogatory otherwise I

Letter to Eric Ragsdale
23 October 2023
Page 3

will be forced to move to have all or some of your counterclaim stricken and other appropriate relief.

Interrogatory #14 > Your objections to this Interrogatory are without merit. South Carolina law clearly allows a counterclaim defendant to inquire as to the basis of legal claims brought against the Defendant. You have claimed Plaintiff made “misrepresentations” regarding the roof it installed on your home; therefore, the Plaintiff asks you to explain the basis of that claim and produce all Documents and materials that support your allegation. Please fully respond to this Interrogatory otherwise I will be forced to move to have all or some of your counterclaim stricken and other appropriate relief.

Interrogatory #15 > Your objections to this Interrogatory are without merit. South Carolina law clearly allows a counterclaim defendant to inquire as to the basis of legal claims brought against the Defendant. You have claimed Plaintiff “failed to perform scope of work outline in estimate;” therefore, the Plaintiffs asks you to explain the basis of that claim and produce all Documents and materials that support your allegation. Please fully respond to this Interrogatory otherwise I will be forced to move to have all or some of your counterclaim stricken and other appropriate relief.

Interrogatory #16 > Your objections to this Interrogatory are without merit. South Carolina law clearly allows a counterclaim defendant to inquire as to the basis of legal claims brought against the Defendant. You have claimed Plaintiff “used subcontractors and not employee [sic];” therefore, the Plaintiffs asks you to explain the basis of that claim, the legal significance of the claim, and produce all Documents and materials that support your allegation. Please fully respond to this Interrogatory otherwise I will be forced to move to have all or some of your counterclaim stricken and other appropriate relief.

Interrogatory #17 > Your objections to this Interrogatory are without merit. South Carolina law clearly allows a counterclaim defendant to inquire as to the basis of legal claims brought against the Defendant. You have claimed Plaintiff failed to remove shingles from your roof; therefore, the Plaintiffs asks you to explain the basis of that claim, the legal significance of the claim, and produce all Documents and materials that support your allegation. Please fully respond to this Interrogatory otherwise I will be forced to move to have all or some of your counterclaim stricken and other appropriate relief.

Interrogatory #18 > Your objections to this Interrogatory are without merit. South Carolina law clearly allows a counterclaim defendant to inquire as to the basis of legal claims brought against the Defendant. You have claimed Plaintiff “damage your 30 year gutters;” therefore, the Plaintiffs asks you to explain the basis of that claim, identify the damaged areas, and produce all Documents and materials that support your allegation. Please fully respond to this Interrogatory otherwise I

Letter to Eric Ragsdale
23 October 2023
Page 4

will be forced to move to have all or some of your counterclaim stricken and other appropriate relief.

Interrogatory #19 > Your objections to this Interrogatory are without merit. South Carolina law clearly allows a counterclaim defendant to inquire as to the basis of legal claims brought against the Defendant. You have claimed Plaintiff damaged “long tenure shrubbery” and “freshly laid sod;” therefore, the Plaintiffs asks you to explain the basis of that claim, identify the damaged areas, and produce all Documents and materials that support your allegation. Please fully respond to this Interrogatory otherwise I will be forced to move to have all or some of your counterclaim stricken and other appropriate relief.

Interrogatory #22 > Your objections to this Interrogatory are without merit. South Carolina law clearly allows a counterclaim defendant to inquire as to the basis of legal claims brought against the Defendant. You have claimed Plaintiff damaged your “satellite;” therefore, the Plaintiffs asks you to explain the basis of that claim, identify the damaged areas, and produce all Documents and materials that support your allegation. Please fully respond to this Interrogatory otherwise I will be forced to move to have all or some of your counterclaim stricken and other appropriate relief.

Interrogatories #24 & #25 > Your objections to these Interrogatories are without merit. South Carolina law clearly allows a counterclaim defendant to inquire as to the basis of legal claims brought against the Defendant. You have claimed Plaintiff damaged your “a/c fans;” therefore, the Plaintiffs asks you to explain the basis of that claim, identify the damaged areas, and produce all Documents and materials that support your allegation. Please fully respond to this Interrogatory otherwise I will be forced to move to have all or some of your counterclaim stricken and other appropriate relief.

Interrogatories #26 & 27 > Your objections to these Interrogatories are without merit. South Carolina law clearly allows a counterclaim defendant to inquire as to the basis of legal claims brought against the Defendant. You have claimed Plaintiff contributed to damage to your “exterior damage of vinyl underpinnings and facets;” therefore, the Plaintiffs asks you to explain the basis of that claim, identify the damaged areas, and produce all Documents and materials that support your allegation. Please fully respond to this Interrogatory otherwise I will be forced to move to have all or some of your counterclaim stricken and other appropriate relief.

Interrogatory #28 > Your objections to this Interrogatory are without merit. South Carolina law clearly allows a counterclaim defendant to inquire as to the basis of legal claims brought against the Defendant. You have claimed Plaintiff caused “exterior damage;” therefore, the Plaintiffs asks you to explain the basis of that claim, identify the damaged areas, and produce all Documents and

Letter to Eric Ragsdale
23 October 2023
Page 5

materials that support your allegation. Please fully respond to this Interrogatory otherwise I will be forced to move to have all or some of your counterclaim stricken and other appropriate relief.

Interrogatory #29 > Your objections to this Interrogatory are without merit. You have asserted a "law warranty;" therefore, the Plaintiffs asks you to explain the basis of that claim, identify any damages you are claiming, and produce all Documents and materials that support your allegation. Please fully respond to this Interrogatory otherwise I will be forced to move to have all or some of your counterclaim stricken and other appropriate relief.

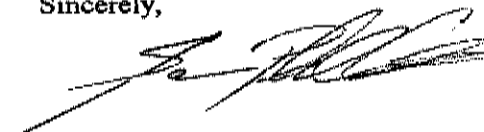
Interrogatory #30 > Your objections to this Interrogatory are without merit. You have asserted that Plaintiff engaged in "cyberbullying intimidation;" therefore, the Plaintiffs asks you to explain the basis of that claim, identify any damages you are claiming and how they occurred, , and produce all Documents and materials that support your allegation. Please fully respond to this Interrogatory otherwise I will be forced to move to have all or some of your counterclaim stricken and other appropriate relief.

Interrogatories ##30 to 33 > You did not respond to these interrogatories which ask you for specific information about the damages you are claiming in your counterclaim. South Carolina law clearly allows a counterclaim defendant to inquire as to the basis of legal claims brought against the Defendant; therefore, the Plaintiffs asks you to explain the basis of that claim, identify the damaged areas, and produce all Documents and materials that support your allegation. Please fully respond to this Interrogatory otherwise I will be forced to move to have all or some of your counterclaim stricken and other appropriate relief.

With regard to the Requests to Produce, you failed to produce any viewable image of the damage you claim and only a single receipt for the repair of a "damaged lid" that is no otherwise explained. Please provide the Documents and other materials requested; otherwise, I will be some type of repair forced to move to have all or some of your counterclaim stricken and other appropriate relief.

Please feel free to contact me if you have questions or would like to discuss the case.

Sincerely,



Robert B. (Sam) Phillips, Esq.



Carolina Heating Service
PO Box 6732
Greenville, SC 29606
(864) 232-5684

PAID
1/18/2021
BASH

BILL TO
Eric Ragsdale
121 Shumpert Rd
West Columbia, SC 29172 USA

INVOICE

INVOICE DATE
Jan 18, 2021

JOB ADDRESS
Eric Ragsdale
121 Shumpert Rd
West Columbia, SC 29172

Completed Date: 1/18/2021
Payment Term: Due Upon Receipt
Due Date: 1/18/2021

DESCRIPTION OF WORK

REMOVED OMNI #18634 , INSTALLED DAMAGED MOBILE LINK PER OFFICE
REPLACED LID AND MOBILE LINK DAMAGED BY CUSTOMER'S ROOF
REPLACEMENT NOT COVERED BY WARRANTY OR MEMBERSHIP

GENERAC 22KWE GENERATOR
M# G0070431 S# 3002350265
FUEL TYPE: NG
Run Hours: 36.9 Load Test: OK Amps: 3.2/3.1
RPM: 3600 HZ: 60 Battery Voltage: NEW
Output Voltage: 240 Oil Levels: OK
Monitor Info ID# MOBILE LINK
Group 26

TASK	DESCRIPTION	QTY	PRICE	TOTAL
Lid - Group 26	Damaged Lid - Group 26	1.00	\$1256.00	\$1256.00
Call Visit	Schedule Visit Terms Outside Warranty	1.00	\$427.00	\$427.00
Mobile Link Link	Membership Mobile Link Replacement New Module	1.00	\$627.00	\$627.00

Covered

SUB-TOTAL	\$2310.00
TAX	\$150.64
TOTAL DUE	\$2460.64
BALANCE DUE	\$2460.64

Thank you for choosing Carolina Heating Service a NearU Company.

CUSTOMER AUTHORIZATION

This invoice is agreed and acknowledged. Payment is due upon receipt. A service fee will be charged for any returned checks, and a financing charge of 1% per month shall be applied for overdue amounts.

Sign here

Date 1/18/2021

CUSTOMER ACKNOWLEDGEMENT

I find and agree that all work performed by Carolina Heating has been completed in a satisfactory and workmanlike manner. I have been given the opportunity to address concerns and/or discrepancies in the work provided, and I either have no such concerns or have found no discrepancies or they have been addressed to my satisfaction. My signature here signifies my full and final acceptance of all work performed by the contractor.

Sign here

Date 1/18/2021